

REPORT TO CITY COUNCIL

DATE: FEBRUARY 22, 2017
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER *GR*
BY: ALLISON COOK, ASSISTANT PLANNING DIRECTOR *ac*
SUBJECT: AGREEMENT BETWEEN THE CITY AND ENVICOM CORPORATION FOR PREPARATION OF ENVIRONMENTAL DOCUMENTATION RELATED TO THE AVE PROJECT IN AGOURA VILLAGE

The purpose of this item is to seek approval of an agreement between the City and Envicom Corporation (Consultant) to prepare a project-specific Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the proposed AVE Project in Agoura Village. The Agreement amount is for \$151,125.80. A separate Agreement for Consultant Services between the City and the applicant, California Commercial Investment Group, to cover the costs of preparing the document, and an additional 20 percent of the EIR cost (\$30,225.16) to cover City staff costs to manage the preparation of the EIR, including preparing legal notices and other CEQA documentation, review of the Consultant's work, and Consultant coordination, is also being brought forward to the City Council for consideration at the February 22, 2017 meeting.

The Applicant has submitted an Agoura Village Development Permit application for the mixed-use AVE Project, which consists of 118 apartments; 32,952 square feet of retail use; 8,750 square feet of restaurant use; 5,150 square feet of office use; and a 70,000 square-foot hotel of 120 rooms, along with surface and underground parking. The site is located at the southeastern corner of Kanan and Agoura Roads. City staff has determined that a project-specific EIR is necessary for this project, which will focus on select environmental issues, and will be based off the already approved Agoura Village Specific Plan Final Program EIR (2008).

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully requests the City Council approve the Agreement with Envicom Corporation in the amount of \$151,125.80.

Attachment: Agreement for Payment of Costs in Connection with the Preparation of Environmental Documentation (including Exhibit A)

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT:	Envicom Corporation
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Travis Cullen
CONSULTANT'S ADDRESS:	4165 E. Thousand Oaks Blvd. Suite 209 Westlake Village, CA 91362
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Allison Cook
COMMENCEMENT DATE:	February 23, 2017
TERMINATION DATE:	February 22, 2017
CONSIDERATION:	Contract Price Not to Exceed: \$151,125.80

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND ENVICOM
CORPORATION**

THIS AGREEMENT is made and effective as of February 23, 2017, between the City of Agoura Hills, a municipal corporation ("City") and Envicom Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on February 23, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 22, 2018, unless sooner terminated pursuant to the provisions of this Agreement. The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed one hundred fifty-one thousand one hundred twenty-five dollars and eighty cents (\$151,125.80) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

as: A. Minimum Scope of Insurance. Coverage shall be at least as broad

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project

until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent

Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: Envicom Corporation
4165 E. Thousand Oaks Blvd., Suite 290
Westlake Village, CA 91362
Attention: Travis Cullen

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation

is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

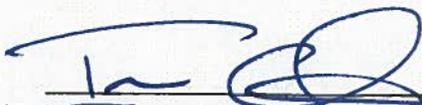
Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

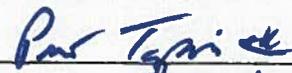
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Envicom Corporation
4165 E. Thousand Oaks Blvd., Ste. 290
Westlake Village, CA 91362
Travis Cullen
Tel. (818) 879-4700

By: 
Name: TRAVIS CULLEN
Title: PRESIDENT

By: 
Name: VICE PRESIDENT
Title: PRIMO TAPIA

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED AND SCHEDULE

EXHIBIT B
PAYMENT RATES AND SCHEDULE



February 8, 2017

City of Agoura Hills
3000 Ladyface Court
Agoura Hills, CA 91301

Attn: Allison Cook, Assistant Planning Director

Subj: REVISED Proposal for The Ave Project EIR (*Envicom Project # 57-703-101*)

Dear Ms. Cook:

Envicom Corporation is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the proposed mixed-use project known as The Ave. The project site is approximately 18.45 acres located on the southeast corner of the intersection of Agoura Road and Kanan Road in the City of Agoura Hills. This proposal provides a scope, schedule and cost for preparation and processing of the EIR and supporting technical documentation. Our knowledge of the site and project are based upon the information provided to us thus far, supplemented by Envicom Corporation's experience and knowledge of CEQA, the Agoura Village Specific Plan, and the City's requirements.

APPROACH

Our objective in preparing this EIR is to provide the City with a defensible CEQA analysis, within an efficient time frame. We have tailored our approach to 1) rely on the Initial Study/Notice of Preparation to focus the issues to be addressed in the EIR, 2) be mindful of issues specific to the Agoura Village Specific Plan, and 3) address public concerns recently received on the Agoura Cornerstone project. Where possible we will run tasks in parallel to minimize the schedule, while maintaining proper procedure as required under CEQA.

PROJECT UNDERSTANDING

The Ave project is a proposed mixed-commercial use development. The project would include approximately 32,952 square feet of retail floor area, 8,750 square feet of restaurant floor area, 5,150 square feet of office floor area, a 115-room hotel, and 118 apartment dwelling-units. A total of 592 parking spaces will be provided via 285 spaces within surface parking lots, 31 street parking spaces, and 276 subterranean parking spaces. Our understanding of the project is based upon the technical studies and plans provided to date.

SCOPE OF WORK

Envicom Corporation will prepare a project level EIR, consistent with City of Agoura Hills procedures. This work comprises: completion and submittal of the Initial Study, Draft EIR (including the Administrative, Screencheck, and Public Review Draft EIR), Final EIR including Response to Comments, and assistance in preparing draft CEQA notices required for the EIR process. The City will prepare the distribution lists and distribute the documents, including Initial Study, Draft EIR, Final EIR and Notices. As we discussed, no Scoping Meeting is anticipated.



The list below identifies the technical reports that will be relied upon to support the EIR analysis and the party responsible for each. We anticipate the Applicant will provide any other required reports and/or project information. Technical studies provided by the Applicant will be peer reviewed by either Envicom or City staff as indicated.

- Site Plans, Grading Plans, Elevations, Renderings, as well as specific construction and operational information to be requested by Envicom (Applicant)
- Aesthetics – Photosimulations (Applicant)
- Air Quality and Greenhouse Gas Emissions (Envicom Corporation/Giroux & Associates)
- Biological Resources – Oak Tree Report, Biological Inventory (5/15), Botanical Report (9/15), Gnatcatcher and Least Bells Vireo Surveys (9/15), CRAM (5/15), Riparian Habitat and Creek Protection Program (5/15), 2017 Spring Rare Plant Survey (Applicant)
 - Peer review including a Field Visit/Reconnaissance (Envicom Corporation)
- Cultural Resources – Phase 2 Archaeological Evaluation (Applicant)
 - Peer review by Envicom Corporation
- Geology (Applicant)
 - Peer review by City staff
- Hazardous Materials – Phase I ESA (Applicant)
- Hydrology Report (Applicant)
 - Peer review by City staff
- Noise and Vibration (Applicant)
 - Peer review by Envicom Corporation/Giroux and Associates
- Noise Study Supplement for Off-Site Sensitive Receptors (Envicom /Giroux and Associates)
- Transportation and Traffic (Applicant)
 - Peer review by City’s Consultant, Kimley Horn

This proposal assumes the Applicant-provided studies would be adequate to support the EIR analysis and will not require significant review comments or revision by the authors.

The EIR will be prepared in accordance with the procedural and substantive requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.).

TASK 1 – Initial Study / Notice of Preparation

Envicom Corporation will review project materials and prepare the Initial Study and Notice of Preparation (NOP). We understand the intent for this project is to use the Initial Study to scope certain issues from the EIR analysis. For issues that the Initial Study demonstrates are to be carried forward for analysis in the Draft EIR, a brief response to each of the Checklist questions will be provided. More detailed responses will be provided where further analysis is not

warranted in the EIR. This scope assumes that we will be able to provide sufficient justification in the Initial Study to scope out the following issues from further analysis in the EIR:

- Agriculture and Forestry
- Population and Housing
- Parks and Recreation
- Hazardous Materials (pending Phase I from Applicant)
- Mineral Resources
- Public Services - Fire, Police (pending service provider information)
- Public Services - Schools, Libraries
- Utilities – Solid Waste (pending service provider information)

Should our research determine otherwise, we would meet with the City to determine the additional analysis needed and the parties to provide any technical studies. We will then provide a scope and cost for the additional work.

Deliverables:

- Email correspondence or phone call providing any questions or comments on project materials.
- Draft Initial Study and NOP – two (2) iterations (one (1) iteration for City review, and a final for circulation).

Schedule:

- Applicant responses to our additional information requests are assumed to be received within one (1) week of the request.
- Draft Initial Study and NOP within three (3) weeks of authorization to proceed and receipt of the application and project descriptive materials.

TASK 2 –Draft EIR

Envicom Corporation's team will provide research, analysis, modeling and writing for each of the environmental topics carried forward to the EIR. Concerns raised in CEQA-relevant comments in response to the NOP comment process will be addressed in the EIR. Technical study scopes are described in Task 6.

The EIR will include the following general and mandatory CEQA sections.

Introduction – Provides a background of the project's CEQA review process, including dates of circulation for the Initial Study/NOP, organization and contents of the EIR, and the contact information for providing comments on the EIR.

Executive Summary – Provides a summary of the proposed project, the identified significant impacts of the proposed project, and mitigation measures required as a result of the EIR analysis. In addition, the Executive Summary summarizes the Alternatives analysis; identifies areas of controversy known to the City, including issues raised by agencies and the public; and lists any issues to be resolved, including the choice among alternatives and whether or how to mitigate significant effects of the project.

Project Description - Identifies the precise location and boundaries of the proposed project, statement of objectives, a description of the technical, economic, and environmental characteristics of the project, considering the project engineering and supporting public service facilities. The project description identifies the intended uses of the EIR, including the list of agencies that are expected to rely on the EIR in their respective decision-making processes, a list of the related discretionary actions (permits and approvals) required to implement the proposed project, and a list of any related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies. As the entire EIR analysis depends upon the Project Description, Envicom Corporation will prepare this section early in the process, to get team feedback prior to finalizing the technical analysis.

Cumulative Projects – Describes the cumulative project list and assumptions utilized in the cumulative analysis in the EIR. For a project of this type, the cumulative project list from the Traffic study is typically used.

Environmental Impact Analysis – The sections for each environmental issue area will include analysis of the existing conditions, regulatory setting, significance thresholds, impacts, mitigation measures, residual impacts (i.e., the level of significance after implementation of mitigation measures), and cumulative impact analysis.

The individual environmental topics to be addressed in the EIR are determined through the Initial Study process (Task 1). As noted in Task 1, our scope assumes that the Initial Study will demonstrate that select topics do not warrant analysis in the EIR. Therefore, we assume the EIR will address the following remaining topics.

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use and Planning
- Noise and Vibration
- Transportation and Traffic
- Utilities – Sewers and Water Supply

Based on our understanding of the area as well as discussions with the City regarding this site and recent public comments made regarding the proposed Cornerstone project there are several sensitive issues to be addressed in this EIR. We understand that there are cultural and biological resource sensitivities on the project site, and our peer review and focused work on those issues will require careful considerations and clearly justified EIR conclusions. We will need to evaluate the project's consistency with the City General Plan and Agoura Village Specific Plan (AVSP) and the City's Guide to the Agoura Village Development Process. The EIR analysis will outline why, for various reasons, the equestrian center and trail called for in the AVSP is no longer proposed for the proposed project site. Assuming there is no issue with a Rim of the Valley trail or similar issues, we do not anticipate the need to carry Parks or Recreation forward to the EIR. Another public concern raised on the Cornerstone project was the potential need for more detailed analysis and discussion of project impacts related to water quality. We are aware of this concern and will tailor the analysis to address this concern. We will work with the City to determine an approach to address this thoroughly.

Additional Mandatory Sections - The EIR will also include an analysis of Alternatives, Consideration and Discussion of Significant Impacts (including potential growth inducing impacts), and Preparers of the EIR and References. The document will include appendices, to be comprised of the Initial Study/NOP and NOP comments received, as well as the project technical studies on which the EIR analysis relies.

Deliverables:

- Draft EIR – Three (3) iterations (Administrative and Screencheck Drafts for City review and a Public Draft for circulation).

Schedule:

- *Project Description* - within two (2) weeks of authorization to proceed.
- *Administrative Draft to City* - within six (6) weeks of completion of the project description. An additional one (1) to two (2) weeks may be required to revise the analysis to address NOP comments if they are received post completion of the first Administrative Draft EIR.
- *Screencheck Draft to City* – within two (2) weeks of receipt of City comments, assuming no major new issues or studies are required.
- *Public Draft for Circulation* – within two (2) weeks of receipt of City comments, assuming no major new issues or studies are required.
- A 45-day (7 week) public review period is mandated by CEQA.

TASK 3 –Final EIR / Response to Comments

This task will include preparation of the following components to comprise the Final EIR: 1) Response to Comments chapter (responding to agency and public CEQA-relevant comments received on the Draft EIR), 2) a complete updated EIR with redline and strikeout for any changes, and 3) updated Mitigation Monitoring and Reporting Program. This proposal assumes a moderate level of comments, as noted in the assumptions below. Three (3) iterations of the document are

assumed, with the third being the final version. Envicom Corporation will provide a draft Notice of Determination for the City's use in CEQA-required noticing.

Deliverables:

- Final EIR – Two (2) iterations (an Administrative Draft and a final).
- Draft Notice of Determination.

Schedule:

- Administrative Draft Final EIR to City - within four (4) weeks of receipt of all public comments, assuming no major new issues are raised, no revisions to the project design, and no additional technical studies are required.
- Final EIR – two (2) weeks of receipt of City comments, assuming no major new issues or studies are required.

TASK 4 – Meetings and Coordination

Envicom Corporation will participate in meetings with City staff as needed. As the number of meetings is not yet known, our Cost Table provides an estimate of the level of effort for this task.

TASK 5 – Public Hearing Support

Public hearing support provided by Envicom Corporation will consist of preparation of the Findings of Fact and Statement of Overriding Considerations (if needed), participation in hearing preparation calls or meetings, and attendance at two public hearings for the project. Our role at the public hearings will be to provide CEQA support, including a brief presentation and verbal responses to EIR questions, as requested. The level of effort required for this task is difficult to anticipate. We have made assumptions in our Cost Table.

Deliverables:

- Draft Findings of Fact and Statement of Overriding Considerations for City Review.

Schedule:

- Draft Findings and Statement of Overriding Considerations within two (2) weeks after completion of the Final EIR.

TASK 6 – Technical Reports to Support the EIR

The technical scope of work for Air Quality, Greenhouse Gas Emissions, Noise, and Cultural Resources studies to support the EIR are provided below.

Air Quality/Greenhouse Gas Emissions Analysis

Envicom Corporation (with Giroux & Associates) will provide a stand-alone Air Quality and Greenhouse Gas Emissions technical report to City of Agoura Hills and South Coast Air Quality

Management District (SCAQMD) standards in a setting/impact/mitigation format. The analysis and findings will be incorporated into the Air Quality and Greenhouse Gas Emissions Sections and be attached as appendices to the EIR. The scope of work for this study will include:

Air Quality Tasks

- Describe the local area air quality setting based upon SCAQMD monitoring data from the nearest air monitoring station.
- Calculate temporary construction activity emissions (demolition, excavation, grading & construction) using procedures identified within the SCAQMD CEQA Air Quality Handbook (1993) incorporated into the CalEEMod computer model.
- Calculate regional vehicular emissions using the currently recommended CalEEMod computer model from any anticipated increase in daily traffic.
- Discuss project consistency with the South Coast Air Basin Regional Air Quality Management Plan in terms of land use planning consistency for proposed site development.
- Identify any potentially applicable mitigation measures.
- Discuss the potential effects on local air quality of cumulative development in the area.

Greenhouse Gas Emissions Tasks

- Describe the existing GHG regulatory environment, focusing on AB-32 and SB-375.
- Summarize the base year GHG emissions inventory for the City of Agoura Hills and discuss the likely progress in moving forward since then.
- Identify appropriate thresholds of impact significance that include both the quantity of GHG generated by the project as well as project consistency with sustainable community initiatives.
- Quantify GHG emissions associated with transportation, on-site energy consumption, indirect electricity generation emissions, solid waste generation, and water use using the CalEEMod computer model GHG module.
- Summarize any City initiatives for GHG emissions minimization.
- Determine GHG impact significance after application of available mitigation measures.

Noise and Vibration Analysis Peer Review

Envicom Corporation (with Giroux & Associates) will peer review the Applicant's provided Noise and Vibration study, to assure that it satisfies City CEQA requirements and appropriately assesses project impacts. The peer review comments, if any, will be conveyed in writing (email or memorandum). We have assumed that any information gaps or corrections to the noise study will be addressed by the Applicant team. The noise analysis and findings will be incorporated into the Noise Section and the study will be attached as an appendix to the EIR.

Noise Study Supplement for Off-Site Sensitive Receptors

The Applicant provided noise study prepared by Advanced Engineering Acoustics focuses on the existing noise environment and the impacts of anticipated adjacent roadway and freeway noise levels on the future residents of The Ave project. Envicom Corporation (with Giroux and Associates) will supplement the Applicant provided study to address the impacts associated with project related construction noise on existing off-site sensitive receptors including the caretaker residences associated with the Conejo U-Store It and Agoura Self Storage facilities. We will take noise measurements at the sensitive receptor locations to establish the ambient noise baseline at these locations, and model the potential construction noise impacts at these locations based on an anticipated construction equipment fleet.

Biological Resources Peer Review and Field Visit/Reconnaissance

Envicom Corporation will peer review the Applicant's provided Oak Tree Report, Biological Inventory, Botanical Report, Gnatcatcher and Least Bells Vireo Surveys, CRAM, Riparian Habitat and Creek Protection Program. To aid our review, an Envicom biologist will perform a field visit/reconnaissance to spot check or verify the findings. Our peer review comments, if any, will be conveyed in writing (email or memorandum). The biological resources analysis and findings will be incorporated into the Biological Resources Section and the studies will be attached as appendices to the EIR.

Cultural Resources Analysis Peer Review

Envicom Corporation will be perform a peer review of the Applicant's provided Cultural Resources Reports and Treatment Plan to assure that they satisfy State and City regulatory requirements for such resource documents, and that they provide adequate information to support assessment of project impacts under CEQA for the topics of Archaeological, Paleontological, Historic and Tribal Cultural Resources. Our peer review comments, if any, will be conveyed in writing (email or memorandum). We have assumed that any information gaps or corrections to the Cultural Resource technical studies will be addressed by the Applicant team. The analysis and findings will be incorporated into the Cultural Resources Section. Technical reports (excluding sensitive information) will be attached as appendices to the EIR. The significance determination in the EIR will be consistent with CEQA statute Section 21083.2 which addresses the determination of significant effects on a unique archaeological resource (as defined therein) and appropriate mitigation.

Tribal Consultation

If requested by the City Envicom's Director of Cultural Resources will prepare for and attend one (1) meeting with Tribal Representatives, City staff, and the Applicant team to complete formal tribal consultation pursuant to AB-52. The results of the tribal consultation will be incorporated into the EIR analysis. Additional meetings and/or other tribal consultation tasks will be provided under separate proposal if deemed necessary.

MATERIALS/DIRECT COST ESTIMATE

Direct costs to be incurred include, but would not be limited to, materials and supplies, equipment usage, mileage, copying, delivery, mailing, and communications charges. Our billing rates are indicated on Envicom Corporation's 2017 Professional Fee Schedule (attached). The attached Cost Table provides our estimated direct costs including the reproduction costs for each version of the EIR based on assumptions for the number of documents needed and the size of the documents.

GENERAL ASSUMPTIONS

In preparation of this proposal we have made the following general assumptions:

- Additional issues that are not currently included may be raised in the public and City comments as well as the yet to be prepared project Initial Study and technical studies. Substantive new issues or revised approaches could result in a change in scope.
- Renderings or photosimulations of the project will be provided by the project Applicant.
- The Applicant/City will provide the technical studies and peer reviews identified at the Scope of Work introduction, above.
- Changes in the Project Description after our analysis has begun that require substantive changes to technical analysis, or other time consuming edits, may require amendments to our contract authorization.
- The Alternatives analysis will address the No Project Alternative and up to two (2) additional alternatives. A brief discussion of alternatives considered but rejected will be included, to demonstrate that a reasonable range of alternatives was considered. If it is determined through the Draft EIR process that additional alternative evaluations are necessary, a cost proposal can be provided at that time.
- Response to Comments received on the Draft EIR will not require new technical studies or substantive new analysis or modeling and that no changes to the EIR conclusions would be necessary, as the latter would require recirculation of the EIR. The level of work effort currently anticipated is conveyed in the attached Cost Table.
- The City will provide distribution and noticing for the Initial Study/NOP, Draft EIR and Final EIR. Envicom Corporation will prepare draft notices for City use.
- Our cultural resources scope includes only a general peer review to establish any analysis gaps, and determine the adequacy of the analysis to meet regulatory requirements and CEQA compliance. Additional research, analysis, mapping, or field surveys deemed necessary will be provided by the Applicant team.
- The scope descriptions in this proposal and the staff hours conveyed in the Cost Table indicate the anticipated level of effort, including report preparation and meetings. Should additional scope be required, we will discuss the additional requirements and the need for a contract amendment with the client before incurring extra costs.
- We reserve the right to reallocate budget between tasks where the reallocation will not change to the overall contract amount.

SCHEDULE

Envicom Corporation will work with the City to meet the desired project entitlement timeframe and will prioritize this project. Our attached schedule identifies the timeframe associated with the proposed tasks through preparation of the Final EIR. This schedule is predicated on the availability of all requested project description information and plans as well as project technical studies by February 23, 2017. The City will complete peer reviews of the geology, hydrology, and traffic reports and the Applicant team will complete any necessary revisions to those technical studies by March 15, 2017. We understand the 2017 Spring Rare Plant Survey will be provided by the Applicant. In order to maintain the proposed EIR Schedule, the results of the survey must be provided to Envicom by May 10, 2017. Additionally, this schedule assumes the technical studies provided to Envicom will be adequate for incorporation into the EIR and will not require revisions by the Applicants team to provide information required under CEQA.

COST

Envicom Corporation will prepare the EIR on a time and materials basis for a not-to-exceed without prior authorization amount of \$151,125.80, as detailed in the attached Cost Table. This cost is based upon the 2017 Professional Fee Schedule, attached, and is subject to the assumptions in this proposal. Assumptions include those listed in the Scope of Work and those built into the Cost Table. Please feel free to call us should you have and questions regarding this proposal. We look forward to working with you on this project.

Sincerely,



Travis Cullen
President

Attachments:

- The Ave Project Environmental Impact Report Cost Table
- The Ave Project Environmental Impact Report Schedule
- 2017 Envicom Corporation Professional Fee Schedule

**The Ave Project
Environmental Impact Report Cost Table**

Task Heading	Staffing Rate	Principal \$ 200 # of hours	Dir Env Services \$ 190 # of hours	Dir Cultural Services \$ 135 # of hours	Sr. Biologist \$ 110 # of hours	Planner / Project Manager \$ 110 # of hours	Env. Analyst 2 \$ 95 # of hours	Env. Analyst 1 \$ 85 # of hours	GIS Mapping \$ 95 # of hours	Production Specialist \$ 70 # of hours	Cost/Fees
LABOR											
Task 1 - Initial Study/Notice of Preparation											
1st Draft for Team Review		2	4	2	1	24	8	0	2	4	\$5,300.00
Revisions per City Comments and Distribution		0	2	0	0	4	0	0	0	4	\$1,100.00
SUBTOTAL		2	6	2	1	28	8	0	2	8	\$6,400.00
Task 2 - Draft EIR											
Administrative Draft EIR											
Introduction		0	4	0	0	0	0	0	0	1	\$830.00
Executive Summary & Impact/Mitigation Table		0	2	0	0	4	12	0	0	2	\$2,100.00
Project Description		0	2	0	0	24	0	0	8	2	\$3,920.00
Aesthetics and Visual Resources		0	4	0	0	28	0	0	8	2	\$4,740.00
Air Quality		0	2	0	0	28	0	0	0	2	\$3,600.00
Biological Resources		1	2	0	40	4	0	0	8	2	\$6,320.00
Cultural Resources		1	2	12	0	4	32	0	4	2	\$6,200.00
Geology and Soils		0	2	0	0	0	28	0	3	2	\$3,485.00
Greenhouse Gas Emissions		0	2	0	0	28	0	0	0	2	\$3,600.00
Hydrology and Water Quality		1	2	0	0	32	0	0	0	2	\$4,240.00
Land Use and Planning		0	4	0	0	6	28	0	4	3	\$4,670.00
Noise and Vibration		1	2	0	0	4	24	0	0	2	\$3,440.00
Transportation/Traffic		0	2	0	0	6	32	0	4	4	\$4,740.00
Utilities											
Sewers		0	1	0	0	6	24	0	1	1	\$3,295.00
Water Supply		0	1	0	0	6	24	0	1	1	\$3,295.00
Alternatives		0	4	0	0	16	4	0	0	1	\$2,970.00
Other Required CEQA Sections		0	2	0	0	6	4	0	0	1	\$1,490.00
Senior Review and Direction		8	12	0	0	6	2	0	0	1	\$4,600.00
ADMINISTRATIVE DRAFT TOTAL		12	52	12	40	208	214	0	41	33	\$67,715.00
Screencheck Draft EIR											
REVISIONS PER CITY COMMENTS		2	12	4	4	32	16	0	6	8	\$9,830.00
SCREENCHECK SUBTOTAL		2	12	4	4	32	16	0	6	8	\$9,830.00
Draft EIR & Notice of Completion											
REVISIONS PER CITY COMMENTS		1	4	2	1	12	4	0	2	4	\$3,510.00
PRODUCTION OF DRAFT EIR		0	2	0	0	6	2	0	8	8	\$2,550.00
DRAFT EIR SUBTOTAL		1	6	2	1	18	6	0	10	12	\$6,060.00
Task 3 - Final EIR/ Response to Comments											
Response to Comments		2	8	6	8	36	24	0	6	8	\$10,980.00
Redline Revisions to the EIR		0	1	0	0	8	8	0	0	4	\$2,110.00
Mitigation Monitoring and Reporting Program & NOD		0	1	0	0	2	8	0	0	2	\$1,310.00
1ST DRAFT SUBTOTAL		2	10	6	8	46	40	0	6	14	\$14,400.00
REVISIONS PER CITY COMMENTS		1	2	2	2	16	6	0	2	4	\$3,670.00
PRODUCTION OF FINAL EIR		0	2	0	0	8	2	0	8	8	\$2,770.00
FINAL EIR SUBTOTAL		1	4	2	2	24	8	0	10	12	\$21,040.00
Task 4 - Meetings and Coordination											
Conference calls, correspondence, meetings		4	6	0	0	16	0	0	0	0	\$3,700.00
Project Management/Administration		1	10	0	0	20	0	0	0	20	\$5,700.00
SUBTOTAL		5	16	0	0	36	0	0	0	20	\$9,400.00
Task 5 - Public Hearing Support											
Attend Public Hearings (2, including preparation)		0	14	0	0	16	0	0	0	0	\$4,420.00
Findings of Fact/Statement of Overriding Considerations		0	2	0	0	24	0	0	0	4	\$3,300.00
SUBTOTAL		0	2	0	0	24	0	0	0	4	\$7,720.00
EIR LABOR SUBTOTAL											\$128,165.00
Task 6 - Technical Reports to Support the EIR											
Air Quality/Greenhouse Gas Emissions									Envicom/Giroux & Associates		\$4,100.00
Noise and Vibration Study Peer Review									Envicom/Giroux & Associates		\$1,000.00
Noise Study Supplement for Off-Site Sensitive									Envicom/Giroux & Associates		\$2,500.00
Biological Resources Reports Peer Review and Field									Envicom		\$3,520.00
Cultural Resources Peer Review									Envicom		\$2,180.00
Envicom Participation in Tribal Consultation									Envicom		\$1,080.00
TECHNICAL STUDIES SUBTOTAL											\$14,380.00
DIRECT COSTS											
Document Production											
Initial Study/NOP									45 discs no hard copies		\$225.00
Administrative Draft EIR									PDF and word versions, no hard copies		\$0.00
Screencheck Draft EIR									PDF and word versions, no hard copies		\$0.00
Draft EIR									5 copies/250 pages each (20 color pages each)		\$427.50
Draft EIR Appendices									5 copies/500 pages each (1 color page each)		\$387.00
Draft Final EIR									PDF and word versions, no hard copies		\$201.00
Final EIR									21 copies/350 pages each (20 color pages each)		\$2,110.50
Final EIR Appendices									2 copies/500 pages each (1 color page each) +19 discs		\$249.80
Materials/Reproductions/Mailing/Communications/Etc.									Estimate		\$5,000.00
DIRECT COSTS ESTIMATE											\$8,600.80
TOTAL COST ESTIMATE											\$151,125.80
OPTIONAL TECHNICAL STUDIES											
Notes:											
1) The Response to Public Comments effort has been estimated. The actual level of effort is dependent on the number and complexity of the comments received. We reserve the right to re-evaluate the level of effort to respond to public comments at which time all comment letters have been received.											
2) Additional time for tasks (including meetings) will be provided on a time and materials basis, upon authorization by the City. See Envicom fee schedule (attached).											
3) Assumptions in the proposal apply, including the ability to shift budget between line items to avoid the need for contract amendments.											

EXHIBIT B
PAYMENT RATES AND SCHEDULE