




REPORT TO CITY COUNCIL

DATE: SEPTEMBER 27, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER 
ALLISON COOK, ASSISTANT PLANNING DIRECTOR 

SUBJECT: SECOND AMENDMENTS TO AGREEMENTS BETWEEN THE CITY AND OAKMONT SENIOR LIVING AND THE CITY AND ENVICOM CORPORATION FOR THE PAYMENT OF COSTS ASSOCIATED WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION RELATED TO THE OAKMONT AGOURA HILLS PROJECT

The purpose of this item is to seek approval of two (2) Second Amendments to Agreements for preparation of an environmental document pursuant to the California Environmental Quality Act (CEQA) for the proposed Oakmont Senior Living Project (Project). The City Council approved the two original agreements on September 14, 2016. The City Manager approved First Amendments to the Agreements on June 14, 2017 for a time extension, revised Project case numbers, and minor clarification of the scope of work. The Project consists of a proposed single, two-story building with 76 units for senior assisted living and memory care, along with surface parking, at 29353 Canwood Street.

The Agreement for Consultant Services Between the City and Envicom Corporation for CEQA Documentation Associated with the Oakmont Agoura Hills Project is for Envicom Corporation (the Consultant) to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the Project, totaling \$39,350. The Agreement Between the City and Applicant for Payment of CEQA Documentation Costs Associated with the Oakmont Agoura Hills Project was for \$47,220, to be reimbursed to the City by the Applicant (Oakmont Senior Living). This amount included the \$39,350 Consultant cost plus an additional \$7,870 (20 percent of the total) to cover City staff costs to manage the preparation of the IS/MND, including preparing legal notices and document distribution, research and review of documents, and consultant coordination.

The City Manager approved the First Amendment to the Agreement for Consultant Services between the City and Envicom Corporation. Late in 2016, the Applicant withdrew its application for the Project, but reinitiated the Project and re-applied for permits in May 2017. The First Amendment was to extend the term of the Agreement from June 14, 2017 through June 3, 2018 to provide sufficient time to complete the environmental document. The First Amendment also included minor revisions to Exhibit A of the Agreement, scope of work, addressing the noise analysis.

The City Manager also approved the corresponding First Amendment to the Agreement between the City and Applicant. This Amendment revised the Project's case numbers, which had been re-issued, and amended the scope of work, Exhibit A to the Agreement, to address items in the noise analysis.

As part of preparation of the IS/MND, the Consultant conducted a field survey of potential cultural resources on the Project site in August 2017, and recommended further study to determine the significance of the findings. This additional study was not assumed in the initial scope of work. The Consultant prepared a proposal for further investigation and associated costs to amend the scope of work. The currently proposed Second Amendments to the Agreements would revise the Agreements' costs and Exhibit A, scope of work, to the Agreements.

The cost of the new cultural resources work is \$21,540, and combined with the original IS/MND cost of \$39,350, results in a total cost of \$60,890 for preparation of the IS/MND by the Consultant. With City staff costs applied, the cost to the Applicant of the additional scope is \$4,308 beyond the original staff costs of \$7,870, resulting in \$12,178. Therefore, the total cost of the IS/MND to be paid by the Applicant is \$73,068 (\$60,890 + \$12,178).

The City Attorney has approved the proposed Amendments to Agreements as to form.

RECOMMENDATION

Staff respectfully requests the City Council approve: (1) a Second Amendment to the Agreement between the City and Applicant for Payment of CEQA Documentation Costs Associated with the Oakmont Agoura Hills Project for a total cost of \$73,068; and (2) a Second Amendment to the Agreement for Consultant Services between the City and Envicom Corporation for CEQA Documentation Associated with the Oakmont Agoura Hills Project for a total cost of \$60,890.

Attachments:

1. Second Amendment to the Agreement between the City and Applicant for Payment of CEQA Documentation Costs Associated with the Oakmont Agoura Hills Project (including Attachment A)
2. Second Amendment to the Agreement for Consultant Services between the City and Envicom Corporation for CEQA Documentation Associated with the Oakmont Agoura Hills Project (including Attachment A).

CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Oakmont Senior Living

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Michael Sant

CONSULTANT'S ADDRESS: 9240 Old Redwood Highway
Suite 200
Windsor, CA 95452

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Allison Cook

COMMENCEMENT DATE: June 14, 2017

TERMINATION DATE: June 13, 2018

CONSIDERATION: Total Contract Price
Not to Exceed: \$73,068

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND OAKMONT SENIOR LIVING**

**PAYMENT OF CEQA DOCUMENTATION COSTS ASSOCIATED
WITH THE OAKMONT AGOURA HILLS PROJECT**

THIS SECOND AMENDMENT is made and entered into as of September 28, 2017, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Oakmont Senior Living (hereinafter referred to as "Applicant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On August 25, 2016, the City and Applicant entered into that certain Agreement entitled "Agreement for Payment of Costs in Connection with the Preparation of Environmental Documentation" (Agreement) in the amount of forty seven thousand two hundred twenty dollars and zero cents (\$47,220.00).

b. On June 14, 2017, the City Manager approved a First Amendment to the Agreement between the City and Applicant to revise the project case numbers and make minor clarifications to the scope of work in Exhibit A to the Agreement.

i. Section 1 was amended to read:

"Applicant requests that California Environmental Quality Act (CEQA) documentation ("environmental documentation") be prepared for, and under the direction of, City, but at Applicant's expense, for consideration in connection with processing of the proposed Conditional Use Permit/Oak Tree Permit/Sign Permit application for the construction of Oakmont Agoura Hills, a senior assisted living and memory care facility (the "Project") at 29353 Canwood Street, Assessor's Parcel Number 2053-001-005, Case Nos. CUP-01359-2017, OTP-01360-2017, and SIGN-01361-2017."

ii. Exhibit A of the Agreement was amended as follows:

Exhibit A to the Agreement, identifying scope of work, is hereby amended by clarifying thereto the items set forth in Attachment "A" to this Amendment pertaining to the noise study peer review assumptions, which is attached hereto and incorporated herein as though set forth in full.

c. The parties now desire to amend the Agreement scope of work and cost to address further investigation of cultural resources found on the proposed project site, thereby amending the Agreement as set forth below.

2. Section 2.a. of the Agreement is hereby amended to read as follows:

“Costs incurred pursuant to an agreement between Envicom Corporation (hereinafter "Consultant") and City for preparation of the environmental documentation, the scope of work of which is attached hereto as Exhibit A. Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is sixty thousand eight hundred ninety dollars and zero cents (\$60,890.00) (“Consultant's Cost”).”

3. Section 2.b. of the Agreement is hereby amended to read as follows:

“Staff time for research, writing, reviewing and processing is calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount is estimated to be 20 percent of Consultant's Cost, i.e., twelve thousand one hundred seventy eight dollars and zero cents (\$12,178.00) (“Administrative Cost”).”

4. Section 2.d. of the Agreement is hereby amended to read as follows

“Applicant hereby agrees to pay City in full for all costs and expenses incurred by City for preparation of the environmental documentation. Concurrently with execution of this Agreement, Applicant shall pay City the full amount of seventy three thousand and sixty eight dollars and zero cents (\$73,068.00) (Consultant's Cost plus Administrative Cost).”

5. Exhibit A of the Agreement, identifying scope of work, is hereby amended to include additional cultural resource related tasks as set forth in Attachment “A” to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

6. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to 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

APPLICANT

Oakmont Senior Living
9240 Old Redwood Highway, Suite 200
Windsor, CA 95452

By: _____

Print Name: William P Guller

Title: Manager

By: _____

Print Name: Joseph Guller

Title: Manager

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost.



August 31, 2017

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Attn: Ms. Allison Cook, AICP, Assistant Planning Director

Subj: **Proposal for a Phase I(b) survey of a Prehistoric Cultural Resource and Phase II Evaluation of a Historic Cultural Resource related to the Oakmont of Agoura Hills Project (Envicom Project #56-635-101)**

Dear Ms. Cook,

On August 11, 2017, Envicom conducted a Phase I(a) cultural resources pedestrian (surface only) survey for cultural resources on the proposed Oakmont of Agoura Hills property along Canwood Street in Agoura Hills, California. The Phase I(a) pedestrian survey found two (2) cultural resources located on the property, the first is a prehistoric site with lithic artifacts and the second is a potentially historic homestead foundation. As a result of encountering these resources, further investigations are necessary to provide the information required to complete the cultural resources impact analysis in the Initial Study/Mitigated Negative Declaration (IS/MND).

For the prehistoric resource, we recommend that a Phase I(b) survey be conducted to excavate shovel test pits in transects across the cultural resource to determine the physical extent of the resource encountered. If the prehistoric resource cannot be evaluated from the information obtained from the Phase I(b) survey work, and if the applicant cannot avoid the cultural resource, then a Phase II archaeological site Evaluation would be necessary to determine if the pre-historic resource on the project site is significant pursuant to the California Environmental Quality Act (CEQA). This proposal includes the scope of work and costs associated with a Phase I(b) and site form preparation. As an option, we have provided the scope and cost for the Phase II Evaluation should that be needed.

With regard to the historic resource, we recommend preparation of a Phase II evaluation that would concentrate on document research to determine the role of the resource in patterns of history or the lives of important people consistent with the requirements of CEQA. We would also complete the site form for the historic resource as well. The following is a detailed description of our scope of work.

PROPOSAL

Envicom Corporation is pleased to submit this proposal to provide a Phase I(b) survey of the prehistoric cultural resource, a Phase II Evaluation of the historic resource, and an optional Phase II Evaluation of the prehistoric cultural resource on the proposed Oakmont of Agoura Hills property in Agoura Hills, California. Our scope and cost are based upon the results of the Phase I(a) Cultural Resource Assessment conducted on August 11, 2017. The following provides a detailed description of our proposed scope of work to complete these tasks:



August 30, 2017

Proposal for a Phase I(b) Survey of a Prehistoric Cultural Resource and the Phase II Evaluation of a Cultural Resource for the Oakmont of Agoura Hills Project (*Envicom Project #56-635-101*)
Page 2 of 4

SCOPE OF WORK – HISTORIC RESOURCE

Task 1 – Phase II Evaluation of Historic Cultural Resource

Cost: \$4,770.00

A Phase II Evaluation will be completed for the historic homestead foundation. This evaluation will include historic document research to determine the land use history of the property and the role of the occupants of the homestead in the development of Agoura Hills. Historical photos of the property will also be researched and copied if available. The homestead itself will be partially cleared of vegetation, mapped, and photographed in detail. The evaluation phase will result in findings and recommendations that can determine whether Phase III (data recovery) or monitoring tasks are necessary as project mitigation measures to be included in the project environmental review document.

Task 2 – Completion of Historic Resource Dept. of Parks and Rec. Form

Cost: \$780.00

An official State of California Site Dept. of Parks and Recreation (DPR) archaeological site record will be completed that describes the historic cultural resource, including site size, landscape, geology, hydrology, and natural features. Any historic features or historic artifact concentrations (loci) will be shown, as will the location of individual artifacts where appropriate. The findings from the historic research will also be added to the site form.

SCOPE OF WORK – PREHISTOIC RESOURCE

Task 3 – Phase I(b) Subsurface Survey of the Prehistoric Cultural Resource

Cost: \$6,770.00

A subsurface Phase I(b) survey will be completed that excavates shovel test pits in transects across the prehistoric cultural resource location to test for subsurface artifacts and features. These excavations will establish overall cultural resource depths and a general boundary to the north and east. A Native American monitor from an approved City Tribal Group will monitor all subsurface excavations. The results of the survey will be included in a cultural resources report.

Task 2 – Completion of Prehistoric Resource Dept. of Parks and Rec. Form

Cost: \$915.00

An official State of California Site Dept. of Parks and Recreation (DPR) archaeological site record will be completed that describes the prehistoric cultural resource, including site size, landscape, geology, hydrology, and natural features. Any prehistoric features or artifact concentrations (loci) will be shown, as will the location of individual artifacts where appropriate. The location of all excavation units will also be noted on a formal site map.

Optional Task 5 – Phase II Evaluation of the Prehistoric Cultural Resource

Cost: \$7,505.00

Following the shovel test pits, two (2) test units will be excavated in the areas of highest artifact concentration, as defined by the shovel test pits, to examine site stratigraphy and potential for prehistoric features to be present. A Native American monitor from an approved City Tribal Group will monitor all subsurface excavations. The results of the survey will be included in a final Phase II report, and an update will be made to the prehistoric archaeological site DPR form reflecting the Phase II work.

August 30, 2017

Proposal for a Phase I(b) Survey of a Prehistoric Cultural Resource and the Phase II Evaluation of a Cultural Resource for the Oakmont of Agoura Hills Project (Envicom Project #56-635-101)

Page 3 of 4

Direct Costs

Cost: \$800.00

Direct costs to be incurred in preparation of our scope of work include but would not be limited to materials and supplies, equipment usage, copying and communications charges. Direct costs will be billed pursuant to our 2017 Envicom Corporation Professional Fee Schedule.

WORK SCOPE AND PRODUCT COST ASSUMPTIONS

The tasks and costs described above are based upon the following assumptions:

- **Artifacts** – This proposal covers the initial processing of recovered prehistoric artifacts. Because Envicom cannot anticipate the number of artifacts recovered during the prehistoric cultural resource Phase I(b) and Evaluation, if that optional task is elected, Envicom assumes that all artifacts will be formally analyzed, stored, and curated under a separate mitigation measure outlined in the project entitlement documents. This work will include any artifacts recovered during monitoring of the site grading. The final report will further describe the responsibility of the project proponent to address recovered archaeological material as per state law.
- **Electronic Files** – All relevant reports, studies, surveys, and exhibits prepared for the project shall be made available, including electronic files of site topography.
- **General Limits of Scope** - The following tasks are not included but could be provided under separate proposal:
 - The above proposal does not include any tasks related to cultural resource data recovery (Phase III), cultural resource monitoring, or any communications, or meetings related to such tasks.
 - This proposal does not include meetings with Native American Tribal Group representatives. If agency or Native American consultation is required, a separate scope of work and cost will be provided based on the necessary level of effort.
 - This proposal assumes that Envicom will receive only one (1) set of comments on the draft report from the Lead Agency overseeing this project.
 - In all above tasks, Envicom assumes that the cost of mowing and vegetation clearing will be undertaken by the applicant and will not be the responsibility of Envicom Corporation.

Envicom will endeavor to perform the services and accomplish the objectives within the costs and schedule; however, the cost and schedule are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by the results of each task.

COST

The cost to complete Tasks 1-4 is of the proposed scope of work is **\$14,035.00**. If the applicant chooses to include Task 5 (Prehistoric Cultural Resource Evaluation), then the total will be **\$21,540.00**.



August 30, 2017

Proposal for a Phase I(b) Survey of a Prehistoric Cultural Resource and the Phase II Evaluation of a Cultural Resource for the Oakmont of Agoura Hills Project (*Envicom Project #56-635-101*)

Page 4 of 4

These costs include labor and direct costs billed on a time and materials basis, per our January 2017 Envicom Corporation Professional Fee Schedule. To indicate your authorization to proceed, sign in the area provided below, and return to Envicom Corporation. We are prepared to commence upon your authorization and appreciate the opportunity to provide you with our services on this project.

Sincerely,



Travis Cullen
President

Authorization to Proceed: Tasks 1-4

Date

Authorization to Proceed: Optional Task 5

Date

Attachment:

2017 Envicom Corporation Professional Fee Schedule

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 290 Westlake Village, CA 91301
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Allison Cook
COMMENCEMENT DATE:	June 14, 2017
TERMINATION DATE:	June 13, 2018
CONSIDERATION:	Total Contract Price Not to Exceed: \$60,890.00

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND ENVICOM CORPORATION**

**CEQA DOCUMENTATION ASSOCIATED
WITH THE OAKMONT AGOURA HILLS PROJECT**

THIS SECOND AMENDMENT is made and entered into as of September 28, 2017, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Envicom Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On September 14, 2016, the City and Consultant entered into that certain Agreement entitled, "Agreement for Consultant Services Between the City of Agoura Hills and Envicom Corporation" in the amount of thirty nine thousand three hundred fifty dollars and zero cents (\$39,350.00).

b. On June 14, 2017, the City Manager approved a First Amendment to the Agreement between the City and Consultant for the following:

i. Section 1, "TERM" was revised to read as follows:

"This Agreement shall commence on June 14, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 13, 2018, unless sooner terminated pursuant to the provisions of this Agreement..."

ii. Exhibit A of the Agreement was amended as follows:

"Exhibit A to the Agreement, identifying scope of work, is hereby amended by clarifying thereto the items set forth in Attachment "A" to this Amendment pertaining to the noise study peer review assumptions, which is attached hereto and incorporated herein as though set forth in full."

c. The parties now desire to extend the Agreement scope of work and cost to address further investigation of cultural resources found on the proposed project site, thereby amending the Agreement as set forth below.

2. Section 4, "PAYMENT," Item A, is hereby amended to read as follows:

"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 sixty thousand eight hundred ninety dollars and zero cents (\$60,890.00)

("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

3. Exhibit A of the Agreement, identifying scope of work, is hereby amended to include additional cultural resource related tasks as set forth in Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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:

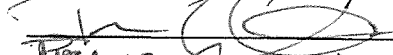
Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____


APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

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

By: 
Name: TRAVIS COLLEN
Title: PRESIDENT

By: 
Name: RAMO TAPIA III
Title: Vice President

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated costs as provided by the Consultant.



August 31, 2017

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Attn: Ms. Allison Cook, AICP, Assistant Planning Director

Subj: **Proposal for a Phase I(b) survey of a Prehistoric Cultural Resource and Phase II Evaluation of a Historic Cultural Resource related to the Oakmont of Agoura Hills Project (Envicom Project #56-635-101)**

Dear Ms. Cook,

On August 11, 2017, Envicom conducted a Phase I(a) cultural resources pedestrian (surface only) survey for cultural resources on the proposed Oakmont of Agoura Hills property along Canwood Street in Agoura Hills, California. The Phase I(a) pedestrian survey found two (2) cultural resources located on the property, the first is a prehistoric site with lithic artifacts and the second is a potentially historic homestead foundation. As a result of encountering these resources, further investigations are necessary to provide the information required to complete the cultural resources impact analysis in the Initial Study/Mitigated Negative Declaration (IS/MND).

For the prehistoric resource, we recommend that a Phase I(b) survey be conducted to excavate shovel test pits in transects across the cultural resource to determine the physical extent of the resource encountered. If the prehistoric resource cannot be evaluated from the information obtained from the Phase I(b) survey work, and if the applicant cannot avoid the cultural resource, then a Phase II archaeological site Evaluation would be necessary to determine if the pre-historic resource on the project site is significant pursuant to the California Environmental Quality Act (CEQA). This proposal includes the scope of work and costs associated with a Phase I(b) and site form preparation. As an option, we have provided the scope and cost for the Phase II Evaluation should that be needed.

With regard to the historic resource, we recommend preparation of a Phase II evaluation that would concentrate on document research to determine the role of the resource in patterns of history or the lives of important people consistent with the requirements of CEQA. We would also complete the site form for the historic resource as well. The following is a detailed description of our scope of work.

PROPOSAL

Envicom Corporation is pleased to submit this proposal to provide a Phase I(b) survey of the prehistoric cultural resource, a Phase II Evaluation of the historic resource, and an optional Phase II Evaluation of the prehistoric cultural resource on the proposed Oakmont of Agoura Hills property in Agoura Hills, California. Our scope and cost are based upon the results of the Phase I(a) Cultural Resource Assessment conducted on August 11, 2017. The following provides a detailed description of our proposed scope of work to complete these tasks:



August 30, 2017

Proposal for a Phase I(b) Survey of a Prehistoric Cultural Resource and the Phase II Evaluation of a Cultural Resource for the Oakmont of Agoura Hills Project (*Envicom Project #56-635-101*)

Page 2 of 4

SCOPE OF WORK – HISTORIC RESOURCE

Task 1 – Phase II Evaluation of Historic Cultural Resource **Cost: \$4,770.00**

A Phase II Evaluation will be completed for the historic homestead foundation. This evaluation will include historic document research to determine the land use history of the property and the role of the occupants of the homestead in the development of Agoura Hills. Historical photos of the property will also be researched and copied if available. The homestead itself will be partially cleared of vegetation, mapped, and photographed in detail. The evaluation phase will result in findings and recommendations that can determine whether Phase III (data recovery) or monitoring tasks are necessary as project mitigation measures to be included in the project environmental review document.

Task 2 – Completion of Historic Resource Dept. of Parks and Rec. Form **Cost: \$780.00**

An official State of California Site Dept. of Parks and Recreation (DPR) archaeological site record will be completed that describes the historic cultural resource, including site size, landscape, geology, hydrology, and natural features. Any historic features or historic artifact concentrations (loci) will be shown, as will the location of individual artifacts where appropriate. The findings from the historic research will also be added to the site form.

SCOPE OF WORK – PREHISTOIC RESOURCE

Task 3 – Phase I(b) Subsurface Survey of the Prehistoric Cultural Resource **Cost: \$6,770.00**

A subsurface Phase I(b) survey will be completed that excavates shovel test pits in transects across the prehistoric cultural resource location to test for subsurface artifacts and features. These excavations will establish overall cultural resource depths and a general boundary to the north and east. A Native American monitor from an approved City Tribal Group will monitor all subsurface excavations. The results of the survey will be included in a cultural resources report.

Task 2 – Completion of Prehistoric Resource Dept. of Parks and Rec. Form **Cost: \$915.00**

An official State of California Site Dept. of Parks and Recreation (DPR) archaeological site record will be completed that describes the prehistoric cultural resource, including site size, landscape, geology, hydrology, and natural features. Any prehistoric features or artifact concentrations (loci) will be shown, as will the location of individual artifacts where appropriate. The location of all excavation units will also be noted on a formal site map.

Optional Task 5 – Phase II Evaluation of the Prehistoric Cultural Resource **Cost: \$7,505.00**

Following the shovel test pits, two (2) test units will be excavated in the areas of highest artifact concentration, as defined by the shovel test pits, to examine site stratigraphy and potential for prehistoric features to be present. A Native American monitor from an approved City Tribal Group will monitor all subsurface excavations. The results of the survey will be included in a final Phase II report, and an update will be made to the prehistoric archaeological site DPR form reflecting the Phase II work.

August 30, 2017

Proposal for a Phase I(b) Survey of a Prehistoric Cultural Resource and the Phase II Evaluation of a Cultural Resource for the Oakmont of Agoura Hills Project (*Envicom Project #56-635-101*)
Page 3 of 4

Direct Costs

Cost: \$800.00

Direct costs to be incurred in preparation of our scope of work include but would not be limited to materials and supplies, equipment usage, copying and communications charges. Direct costs will be billed pursuant to our 2017 Envicom Corporation Professional Fee Schedule.

WORK SCOPE AND PRODUCT COST ASSUMPTIONS

The tasks and costs described above are based upon the following assumptions:

- **Artifacts** – This proposal covers the initial processing of recovered prehistoric artifacts. Because Envicom cannot anticipate the number of artifacts recovered during the prehistoric cultural resource Phase I(b) and Evaluation, if that optional task is elected, Envicom assumes that all artifacts will be formally analyzed, stored, and curated under a separate mitigation measure outlined in the project entitlement documents. This work will include any artifacts recovered during monitoring of the site grading. The final report will further describe the responsibility of the project proponent to address recovered archaeological material as per state law.
- **Electronic Files** – All relevant reports, studies, surveys, and exhibits prepared for the project shall be made available, including electronic files of site topography.
- **General Limits of Scope** - The following tasks are not included but could be provided under separate proposal:
 - The above proposal does not include any tasks related to cultural resource data recovery (Phase III), cultural resource monitoring, or any communications, or meetings related to such tasks.
 - This proposal does not include meetings with Native American Tribal Group representatives. If agency or Native American consultation is required, a separate scope of work and cost will be provided based on the necessary level of effort.
 - This proposal assumes that Envicom will receive only one (1) set of comments on the draft report from the Lead Agency overseeing this project.
 - In all above tasks, Envicom assumes that the cost of mowing and vegetation clearing will be undertaken by the applicant and will not be the responsibility of Envicom Corporation.

Envicom will endeavor to perform the services and accomplish the objectives within the costs and schedule; however, the cost and schedule are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by the results of each task.

COST

The cost to complete Tasks 1-4 is of the proposed scope of work is **\$14,035.00**. If the applicant chooses to include Task 5 (Prehistoric Cultural Resource Evaluation), then the total will be **\$21,540.00**.



August 30, 2017

Proposal for a Phase I(b) Survey of a Prehistoric Cultural Resource and the Phase II Evaluation of a Cultural Resource for the Oakmont of Agoura Hills Project (*Envicom Project #56-635-101*)

Page 4 of 4

These costs include labor and direct costs billed on a time and materials basis, per our January 2017 Envicom Corporation Professional Fee Schedule. To indicate your authorization to proceed, sign in the area provided below, and return to Envicom Corporation. We are prepared to commence upon your authorization and appreciate the opportunity to provide you with our services on this project.

Sincerely,



Travis Cullen
President

Authorization to Proceed: Tasks 1-4

Date

Authorization to Proceed: Optional Task 5

Date

Attachment:

2017 Envicom Corporation Professional Fee Schedule

