

## REPORT TO CITY COUNCIL

**DATE:** OCTOBER 14, 2020

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** RAMIRO S. ADEVA III, ASSISTANT CITY MANAGER  
ALLISON COOK, ASSISTANT PLANNING DIRECTOR

**SUBJECT:** THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY AND CALIFORNIA COMMERCIAL INVESTMENT GROUP FOR THE PAYMENT OF COSTS ASSOCIATED WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION RELATED TO THE "AVE" PROJECT IN AGOURA VILLAGE

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The purpose of this item is to seek approval of a Third Amendment to an Agreement for Consultant Services with the California Commercial Investment Group (Applicant) to receive payment for the costs associated with the preparation of an Environmental Impact Report (EIR) for the AVE Project in Agoura Village (southeast corner of Kanan/Agoura Roads), pursuant to the California Environmental Quality Act (CEQA). Envicom Corporation (Consultant) is preparing the EIR on behalf of the City. The Amendment amount totals \$33,930, which includes the Consultant's cost of preparing the EIR in the amount of \$28,275, with an additional 20 percent of the cost (\$5,655) to cover City staff costs to manage the preparation of the EIR. City costs include preparing legal notices and other CEQA documentation, review of the Consultant's work, and Consultant coordination.

This amendment to the scope and budget is due to extended Native American tribal consultation and archaeology review, and revisions to documents and plans by the Applicant since beginning the EIR preparation. The total cost of the applicant agreement to complete the required environmental review is \$277,943.80.

The First Amendment to the Agreement was approved by the City Council on July 12, 2019. The First Amendment was needed to address additional scope of work and budget and to extend the term of the Agreement. The Second Amendment to the Agreement was approved by the City Manager on July 10, 2020, and extended the term of the Agreement through July 10, 2021. A Draft EIR is expected by early 2021.

A separate Third Amendment to Agreement for Consultant Services between the City and Envicom Corporation for \$28,275 to complete the EIR is also being brought forward to the City Council for consideration at the October 14, 2020 meeting.

The proposed Third Amendment to Agreement has been reviewed by the City Attorney, and approved as to form.

**RECOMMENDATION**

Staff respectfully requests the City Council approve the Third Amendment to Agreement for Consultant Services for Payment of Costs in Connection with the Preparation of Environmental Documentation with California Commercial Investment Group in the amount of \$33,930.

Attachment: Third Amendment to Agreement for Payment of Costs in Connection with the Preparation of Environmental Documentation with California Commercial Investment Group (including Exhibits A and B)

THIRD AMENDMENT TO 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:	October 15, 2020
TERMINATION DATE:	October 14, 2021
CONSIDERATION:	Amendment Amount: \$28,275.00  Total Contract Price Not to Exceed: \$272,288.80

**THIRD AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND ENVICOM**

The "AVE" Project Environmental Review

THIS THIRD AMENDMENT is made and entered into as of October 15, 2020 by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Envicom Corporation, a 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 February 23, 2017, the City and Consultant entered into that certain Agreement entitled "Agreement for the "AVE" Project Environmental Review in the amount of One Hundred Fifty-One Thousand One Hundred Twenty-Five dollars and Eighty Cents (\$151,125.80).

b. On July 12, 2019, the City and Consultant entered into a First Amendment to Agreement for Consulting Services with the City of Agoura Hills to extend the term of the agreement to July 11, 2020, add scope of work, and increase the payment in the amount of Ninety-Two Thousand Eight Hundred Eight and Zero Cents (\$92,888.00).

c. On July 11, 2020, the City and Consultant entered into a Second Amendment to Agreement for Consulting Services with the City of Agoura Hills to extend the term of the agreement to July 10, 2021.

d. The parties now desire to augment the scope of work, increase the budget by twenty-eight thousand two hundred seventy-five dollars and zero cents (\$28,275.00), and amend the Agreement as set forth in this Amendment.

2. Section Four of the Agreement entitled "PAYMENT" 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 two hundred seventy-two thousand two hundred eighty-eight dollars and eighty cents (\$272,288.80) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement."

3. Exhibit A to the Agreement is hereby amended by adding thereto the items set forth in Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. Exhibit B to the Agreement is hereby amended by adding thereto the items set forth in Attachment "B" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. 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 THIRD Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Illece Buckley Weber,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City  
Council \_\_\_\_\_

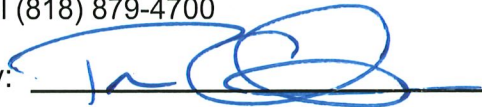
APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

Envicom Corporation  
4165 E. Thousand Oaks Blvd. Suite 209  
Westlake Village, CA 91362  
Contact: Travis Cullen

Tel (818) 879-4700

By:  \_\_\_\_\_

Print Name: TRAVIS CULLEN

Title: PRESIDENT

By:  \_\_\_\_\_

Print Name: Priano Tapia III

Title: Vice President

[Signatures of Two Corporate Officers Required]

EXHIBIT A



September 9, 2020

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

Attn: Ms. Allison Cook

Subj: Proposal for Additional Scope  
The AVE Project EIR (Contract Commencement 2/23/17)  
(*Envicom Project #57-703-101*)

Dear Ms. Cook,

Based on the following we respectfully request authorization for additional scope and budget to prepare the Environmental Impact Report (EIR) and associated support documents for the proposed AVE Project. This level of effort is in addition to the previously authorized scope of work to prepare the project's Initial Study (IS), EIR, technical studies, and peer reviews of applicant provided technical studies. The tasks are numbered according to the corresponding tasks to be augmented as described in the original proposal dated February 8, 2017. The effort associated with each task is described in more detail below.

#### **SCOPE OF WORK**

##### **Task 2**

**Cost: \$2,882.00**

##### ***Administrative Draft EIR - Review Multiple Versions of Materials, Revise Project Description and EIR Sections***

Envicom Corporation (Envicom) has received additional revisions and updates of project materials after approval of the first contract amendment. The revised and updated plans and reports have included grading plan revisions (received July 18, 2019), as well as architectural elevations, and further updates of the applicant's traffic study (dated Aug. 14, 2019; received Jan. 21, 2020), tree report and oak canopy exhibits (dated July 10, 2019; received July 28, 2019), and hydrology report (received July 18, 2019). These revisions necessitated additional review of project materials to determine what changes were made and to incorporate the new information as relevant to our project description and analyses where relevant to the EIR, as well as creating new graphics for inclusion in the EIR project description and evaluation sections that were prepared using previous plans. A revised Site Plan with Fire Dept. Changes dated 4-20-2020 (received June 5, 2020) required another revised graphic, and we anticipate that we will need to revise other graphic exhibits previously prepared, as the changed Site Plan likely need to be incorporated in other plans and reports (i.e., landscape plan, etc) by the City.

##### *Assumptions:*

- Further changes anticipated in the project description and applicant's technical studies may result in the need for additional scope and budget beyond this proposal.



adjacent roadways than the June 2019 TIA version previously used to revise the traffic-related noise calculations and update the revised offsite noise analysis study accordingly. For a consistent document, the offsite noise evaluation needed to be updated for inclusion in appendices, and the drafted noise section for the administrative draft EIR had to be updated with the revised data, references, etc. This additional effort includes coordination and review of updated data, as well as internal review of the revised administrative draft EIR section. Envicom will include the updated noise study as an appendix.

**Task 6.5.1**

**Cost: \$6,730.00**

***Peer Review of Dudek Cultural Resources Phase II Study Plan and Report***

Prior to having discussions regarding preparation of a Phase II Study Plan, Envicom participated in extensive coordination/review/comment regarding the previously provided Phase I Extended work plan and report, that surpassed our previous cost estimates for that effort as a separate task. As it was not clear if a Phase II Study Plan and Report would be forthcoming prior to moving into a Phase III Data Recovery Plan, and to facilitate/expedite the overall project evaluations, and possibly avoid the need for an additional change order request, charges stemming from that additional effort has been billed to the line item for the Phase II, depleting the authorized budget for review and comment on the Phase II products. In addition to the previously scoped effort for this task, at the City's request, Envicom has participated in several communications with the City to discuss the work plan. We have also reviewed and discussed with the City a letter from a Tribal Group regarding their concerns with the work plan, as well as a letter regarding the Phase I Extended evaluation report. Key to this additional effort has been the review and consideration of the recent court decision regarding adequate levels of investigation of the cultural resource on the site. We anticipate participation in additional discussion with the City in regards to potential revisions to the work plan, review and comment on a revised version of the work plan to address concerns, and discussion of the revisions with the tribal group(s) to address their concerns and provide clarification of the scope and purpose of the Phase II to be conducted. We also anticipate additional discussion with the City will be requested to discuss the Phase II report when produced, and discuss how that will be incorporated within the EIR.

Envicom participated in a meeting on August 26, 2020 with the City and the archaeological consultant to discuss additional work scope for the Phase II work plan requested by the City and a Tribal Group representative. As a result of the discussions in that meeting, it is now unclear if a Phase II will now occur. However, if a Phase II is not conducted at this time, further revisions of Phase I Extended study will require additional review and a subsequent review/comment cycle, with follow up meetings with City to discuss conclusions and effects on the EIR process. This scope assumes four (4) more meetings with the City and/or the archaeological consultant will be required regarding revisions of the Phase I Extended tech study and approach.

*Assumptions:*

- While this scope and budget includes review of comments by a tribal representative(s), this effort is separate from participation in Tribal Consultation meetings discussed in Tasks 6.6.



**Task 6.6**

**Cost: \$5,440.00**

***Tribal Consultation***

At the City's request, Envicom has participated in additional consultation meetings and phone calls, and also reviewed and discussed correspondence between the City and representatives of the Chumash and Tataviam Tribes as related to the consultation requirements of AB 52, and to outline the next steps to complete the consultation process. In addition to the consultation meetings that have occurred to date (including discussions beyond the previously authorized scope), we anticipate that there will be two (2) additional consultation meetings with each of the two (2) tribal groups requesting consultation, to address concerns expressed about the proposed project, data provided to date and forthcoming, and potential for future mitigation. This additional effort includes previous and ongoing efforts beyond those anticipated, in order to assist the City in their role to respectfully conduct the consultation process, consider input and concerns, and make a good faith effort to reach a consensus before concluding consultation. A discussion of the extended tribal consultation process, including a listing of past and subsequent consultation meetings and communications will be incorporated into the administrative draft EIR Tribal Cultural Resources section, and a description of the outcome/conclusions of the consultation process.

**Task 6.7**

**Cost: \$1,725.00**

***Visual Simulations***

The preparation of visual simulations as requested by the City required additional effort beyond that previously budgeted on the part of the subcontractor (Interacta 3d), and Envicom. This included various communications and requests to obtain 3D CAD and pdf files as required to accomplish this tasks. Upon review of the files obtained, there were no 3D CAD or pdf files provided for Buildings D, G, and H. Instead, one (1) model was provided to represent buildings D and E, and one (1) model was provided to represent buildings F, G, and H. However, each of those buildings are proposed to have differing footprints within the site plan. In order to produce simulations with buildings that would fit within the site plan, additional effort was required of Interacta 3d to alter the 3D CAD files in order to fit within the site plan footprints and not overlap other project features, while also providing a realistic simulation of the project appearance as well as the resulting effects on views etc. Additionally, after completion of preliminary simulations with the 3D models provided, it became clear that the 3D CAD and pdf provided by the applicant for building C was inconsistent with the site plan footprint. As this building is proposed at a prominent location in relation to a simulation being prepared for presentation in the EIR, additional communications were required to explain the discrepancy and obtain a revised CAD file that was then used by Interacta to remake the simulations for a more accurate presentation. This additional scope includes both the additional efforts by Interacta as well as additional coordination and review of products by Envicom.

**Direct Costs**

**Cost: \$1,898.00**

Direct costs to be incurred in our scope of work include but would not be limited to, materials and supplies, equipment usage, mileage, copying, delivery, mailing, and communications charges.

**ASSUMPTIONS**

The costs above would be added to the existing remaining budget under our contract with the City. The assumptions in our contract apply, in particular the following:

- The cost associated with the impact analysis assumes there will be no substantial revisions to the project description or other revisions that could cause delays and revisions.
- We reserve the right to move budget between tasks to minimize the need for change orders.

**COST**

Our cost estimate to complete the scope of work covered under this proposal is \$28,275.00. This proposal has been prepared in accordance with Envicom Corporation's January 1, 2020 Professional Fee Schedule, and is predicated on the assumptions provided herein. To indicate your authorization to proceed, please sign in the area provided below and return to Envicom Corporation. We look forward to providing you with continuing service on this project and are available to respond to any questions you may have on this proposal.

Sincerely,



Travis Cullen  
President

\_\_\_\_\_  
Authorization to Proceed

\_\_\_\_\_  
Date

**Attachment:**

The Ave Project - Environmental Impact Report Change Order Cost Table September 2020  
2020 Envicom Corporation Professional Fee Schedule



## EXHIBIT B

**The Ave Project**  
**Environmental Impact Report Change Order Cost Table September 2020**

Task Heading	Staffing Rate	Principal \$ 200	Dir Env. Services \$ 190	Dir Cultural Services \$ 135	Sr. Biologist \$ 110	Planner / Project Manager \$ 110	Env. Analyst 2 \$ 95	Env. Analyst 1 \$ 85	GIS Mapping \$ 98	Production Specialist \$ 70	Cost/Fees
	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	
<b>LABOR</b>											
<b>Task 2 - Draft EIR</b>											
<b>Administrative Draft EIR</b>											
Review Multiple Versions and Revise Project Description and graphics	2	2	0	0	8	4	2	4	4		\$2,882.00
Task 2.3 Supplemental Biological Resources Analysis	1	0	0	4	3	0	0	1	0		\$1,068.00
Task 2.9 Traffic VMT Analysis	0	2	0	0	8	4	0	0	2		\$1,780.00
<b>ADMINISTRATIVE DRAFT TOTAL</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>19</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>6</b>		<b>\$5,730.00</b>
<b>Task 4 - Project Management/Team Meetings/Coordination</b>											
Project Management, Conference calls, correspondence, meetings	6	0	4	0	10	0	0	0	2		\$2,980.00
<b>SUBTOTAL</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>		<b>\$2,980.00</b>
<b>EIR LABOR SUBTOTAL</b>											<b>\$8,710.00</b>
<b>Task 6 - Technical Reports to Support the EIR</b>											
<b>Administrative Draft EIR</b>											
Task 6.5.1 Peer Review of Dudek Cultural Resources Phase II Study Plan and Report	16	0	18	0	10	0	0	0	0		\$6,730.00
Task 6.6 Envicom Participation in Tribal Consultation	12	0	16	0	8	0	0	0	0		\$5,440.00
Task 6.3 Noise Study Update (Revised traffic trips)	0	0	0	0	4	4	0	0	1		\$890.00
Task 6.7 Visual Simulations											\$1,725.00
<b>Technical Report TOTAL</b>	<b>30</b>	<b>2</b>	<b>34</b>	<b>0</b>	<b>30</b>	<b>8</b>	<b>2</b>	<b>4</b>	<b>5</b>		<b>\$17,667.00</b>
<b>DIRECT COSTS</b>											
General Materials/Reproductions/Mailing/Comm./Etc.										Estimate	\$1,898.00
<b>DIRECT COSTS ESTIMATE</b>											<b>\$1,898.00</b>
<b>TOTAL COST ESTIMATE</b>											<b>\$28,275.00</b>
<b>Notes:</b>											
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											
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.											





**PROFESSIONAL FEE SCHEDULE**  
**January 1, 2020**

Envicom Professional Fee Schedule applies to the following services:

- **Environmental Analysis (CEQA/NEPA)**
- **Biological Resource Studies**
- **Cultural Resource Studies**
- **Permitting and Entitlement**
- **Cartographic Services/Graphic Design**
- **Land Planning**
- **Compliance Monitoring and Reporting**
- **Habitat Restoration Plans**
- **Tree Reports**
- **GIS/GPS Mapping**

**PERSONNEL**

Principal	\$215.00
Director	\$140.00-200.00
Senior Project Manager/Associate	\$130.00-\$170.00
Senior Biologist	\$125.00-150.00
Project Manager	\$110.00-\$125.00
Associate Project Manager	\$100.00-\$110.00
Environmental Analyst/Planner	\$85.00-\$110.00
Staff Biologist	\$85.00-\$115.00
Restoration Ecologist/Arborist	\$105.00
GIS/Mapping	\$100.00-\$125.00
Cultural Resource Field Technician/Monitor	\$65.00-\$85.00
Project Assistant/Production Specialist	\$65.00-\$70.00
Intern	\$55.00

Expert Witness testimony: One and one half times above listed rates (including depositions).

**PROJECT-RELATED EXPENSES**

A **communication fee** of three percent (3%) of total labor billings will be charged for in-house costs for phone, fax, e-mail, postage, personal computer use, interim working copy reproductions and records maintenance/retention. **Travel expenses** (hotels, meals, rental vehicles, etc.) are charged at cost plus ten percent (10%). Per Diem charge for subsistence may be negotiated in lieu of actual direct expenses for hotels/meals. **Printing/Reproduction** rates for black and white copies will be charged at \$0.15 per page and in-house color copies at \$1.00 per 8.5x11 and \$1.50 per 11x17 copy. Oversized copies and plots will be as quoted. **Personal vehicle** use will be at the current IRS rate per mile. **Out of pocket direct expenses** identifiable to an assignment will be charged at cost plus ten percent (10%). **Subcontractors and sub-consultants** services billed at cost plus 10 percent (10%).

**EQUIPMENT RATES**

Envicom Corporation charges for consumable field materials and specialized equipment.

General Field Consumables (Stakes, Flagging, Plant and Tree Tags)	Cost + 10%
GPS	\$75.00/day
4 x 4 Trucks	\$25.00/hour

