

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 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 a Third Amendment to Agreement for Consultant Services with 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 at the southeast corner of Kanan/Agoura Roads in Agoura Village. The Third Amendment to the Agreement amount is \$28,275.

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, California Commercial Investment Group, since beginning the EIR preparation. The total cost of the consultant 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 the applicant to cover the costs of preparing the EIR (\$28,275), and an additional 20 percent of the cost (\$5,655) to cover City staff costs to manage the preparation of 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 for Consultant Services 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 with Envicom Corporation in the amount of \$28,275.

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

THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	California Commercial Investment Group
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Lou Mellman
APPLICANT'S ADDRESS:	4530 E. Thousand Oaks Blvd. Suite 100 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:	July 10, 2021
CONSIDERATION:	Amendment Amount: \$33,930.00 Total Contract Price Not to Exceed: \$277,943.80

**THIRD AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND CALIFORNIA COMMERCIAL INVESTMENT GROUP**

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 California Commercial Investment Group (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 February 23, 2017, the City and Applicant 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 Applicant 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 Applicant 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 and increase the budget, and to amend the Agreement as set forth in this Amendment.

2. Section Two, Item "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 for the Third Amendment, the additional scope of work of which is attached hereto as Exhibit A, and cost of which is attached hereto as Exhibit B, is twenty-eight thousand two hundred seventy-five dollars and zero cents (\$28,275.00). Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is two hundred seventy-two thousand two hundred and eighty-eight dollars and eighty cents (\$272,288.80)("Consultant's Cost")."

3. Section Two, Item "b." of the Agreement is hereby amended to read as follows:

"Staff time for research, writing, reviewing and processing, calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount for the Third Amendment is estimated to be 20 percent of Consultant's Cost of \$28,275.00, i.e., five thousand six hundred fifty-five dollars and zero cents (\$5,655.00)("Administrative Cost")."

4. Section Three 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 for the environmental documentation. Concurrently with execution of this Third Amendment, Applicant shall pay City the additional amount of thirty-three thousand nine hundred thirty dollars and zero cents (\$33,930.00)(Consultant's Cost plus Administrative Cost) to defray the costs of preparation of the environmental documentation and shall agree to pay such additional sum as may be billed by City for preparation of the environmental documentation within 15 days from the date of any invoice, or prior to consideration of the Project by the City Planning Commission or City Council, whichever first occurs. The estimated maximum cost of Consultant's services and City's administrative services in the preparation of the environmental documentation is two hundred seventy-seven nine hundred forty-three dollars and eighty cents (\$277,943.80)."

5. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

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

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

APPLICANT

California Commercial Investment Group
4530 E. Thousand Oaks Blvd. Suite 100
Westlake Village, CA 91362

Contact: Lou Mellman or Garry Collett

(805) 495-8400 and fax: (805) 495-5471

By: _____

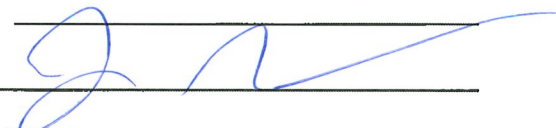

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City
Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

Print Name: Lou Mellor

Title: _____

By:  _____

Print Name: _____

Title: _____

[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.



Task 2.3 **Cost: \$1,068.00**
Administrative Draft EIR – Supplement Biological Resources Analysis

The applicant has supplied several updates of biological resource studies, including protocol surveys for special status bird species, botanical surveys, jurisdictional delineation, and a creek protection plan and creek buffer zone exhibit. Some of these have been updated more than once. Envicom has reviewed each as they were presented, for any substantive changes and to update the relevant citations in the EIR document.

Task 2.9 **Cost: \$1,780.00**
Administrative Draft EIR – Traffic VMT Analysis

The City has informed Envicom that the traffic analysis must now consider Vehicle Miles Traveled (VMT) pursuant to changes in CEQA law. It is our understanding that a new traffic analysis will be provided by the applicant that addresses VMT. Envicom will review the analysis report, and update/revise the administrative draft EIR traffic and transportation section to include discussion of the regulatory framework for including VMT evaluations in a CEQA document, applicable metrics for the evaluation, and the findings of the VMT study to be provided.

Assumptions:

- This scope assumes that the VMT analysis report from the applicant will define the appropriate VMT impact significance threshold and will be based on a methodology that is acceptable to the City as Lead Agency.
- This scope assumes that the traffic VMT analysis to be provided will not alter or negate the previously provided in the August 2019 Traffic Impact Analysis (TIA) project trip generation or existing/future traffic volumes.
- This scope does not include revisions to mobile source air quality emissions modeling/analysis, or traffic noise modeling/analyses if trip numbers/peak hours differ in this analysis from the previous TIA.
- This scope does not include review of analysis for non-VMT traffic-related impacts previously evaluated, such as level of service or circulation access/safety for cars, bikes, or pedestrians, nor revisions to the administrative draft EIR section addressing those issues.

Task 4 **Cost: \$2,980.00**
Project Management/Team Meetings/Coordination

Due to the extended duration of this project, the level of effort expended for project management and coordination with the City is anticipated to extend beyond the previously authorized scope. The cost for this task is for additional discussions with the City and management efforts that are not otherwise included in the budgets for specific tasks discussed elsewhere in this change order.

TECHNICAL STUDIES

Task 6.3 **Cost: \$890.00**
Noise Study Update (Revised traffic trips)

Envicom received an update/revision of the Traffic Impact Analysis (TIA) on November 27, 2019 (dated August 2019). This further revision of the TIA provided different traffic volumes on

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	Principal	Dir Env.	Cultural	Sr.	Planner /	Env.	Env.	GIS	Production	Cost/Fees
	Rate	\$ 200	\$ 190	\$ 135	\$ 110	Project Manager	Analyst 2	Analyst 1	Mapping	Specialist	
	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	# of hours	
LABOR											
Task 2 - Draft EIR											
Administrative Draft EIR											
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
ADMINISTRATIVE DRAFT TOTAL	3	4	0	4	19	8	2	5	6		\$5,730.00
Task 4 - Project Management/Team Meetings/Coordination											
Project Management, Conference calls, correspondence, meetings	6	0	4	0	10	0	0	0	2		\$2,980.00
SUBTOTAL	6	0	4	0	10	0	0	0	2		\$2,980.00
EIR LABOR SUBTOTAL											\$8,710.00
Task 6 - Technical Reports to Support the EIR											
Administrative Draft EIR											
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
Technical Report TOTAL	30	2	34	0	30	8	2	4	5		\$17,667.00
DIRECT COSTS											
General Materials/Reproductions/Mailing/Comm./Etc.										Estimate	\$1,898.00
DIRECT COSTS ESTIMATE											\$1,898.00
TOTAL COST ESTIMATE											\$28,275.00
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											
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

