

## REPORT TO CITY COUNCIL

**DATE:** FEBRUARY 14, 2024  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** NATHAN HAMBURGER, CITY MANAGER  
**BY:** DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR  
KATRINA GARCIA, ASSOCIATE PLANNER

**SUBJECT:** AGREEMENT WITH JH2 ARCHITECTS FOR THE PAYMENT OF COSTS ASSOCIATED WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION RELATED TO THE BORI RESTAURANT PROJECT (AINs 2061-028-002 AND 2061-028-034)

---

The purpose of this item is to seek approval of an agreement with JH2 Architects (Applicant) to receive payment for the costs associated with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA), by Envicom Corporation (Consultant). The Agreement amount totals \$63,312, which includes the consultant's costs of preparing the IS/MND in the amount of \$52,760, with an additional \$10,552 to cover City staff costs to manage the preparation of the IS/MND, including legal notices, and consultant coordination. The City has already received payment, of the full amount, from the Applicant. A separate Agreement for Consultant Services between the City and Envicom Corporation for \$52,760 to prepare the IS/MND is also being brought forward to the City Council for consideration at the February 14, 2024 meeting.

JH2 Architects has submitted an application on behalf of the property owner, for the Bori Restaurant project, which includes a one-story building for a restaurant, along with surface parking. City staff has determined that an IS/MND is necessary for this project. Envicom Corporation has submitted to the City a proposed scope of work to prepare the IS/MND, and staff finds the proposal acceptable. Envicom has provided CEQA document preparation services for the City several times in the past, and staff has been pleased with the firm's quality of work and timely product deliveries.

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

### **FISCAL IMPACT**

There is no additional fiscal impact to the City Council 2023-24 adopted budget because the cost of preparing the environmental document will be fully paid by the applicant.

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the Agreement for payment of costs in connection with the preparation of environmental documentation with JH2 Architects in the amount of \$63,312.

Attachment: Agreement (including Exhibit A)

AGREEMENT BETWEEN APPLICANT AND THE CITY OF AGOURA HILLS  
FOR PAYMENT OF COSTS IN CONNECTION WITH THE PREPARATION OF  
ENVIRONMENTAL DOCUMENTATION

NAME OF APPLICANT: JH2 Architects  
Kobe Baik for Kibun Max Koo

APPLICANT'S ADDRESS: 250 Newport Center Dr. #M104,  
Newport Beach, CA 92660

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

COMMENCEMENT DATE: February 14, 2024

TERMINATION DATE: February 14, 2025

CONSIDERATION: \$63,312

**AGREEMENT FOR PAYMENT OF COSTS  
IN CONNECTION WITH THE PREPARATION OF  
ENVIRONMENTAL DOCUMENTATION**

THIS AGREEMENT is made this February 14, 2024, by and between the City of Agoura Hills, a general law city and municipal corporation (hereinafter "City"), and Kobe Baik of JH2 Architects (hereinafter "Applicant"), who agree as follows:

1. Applicant requests that California Environmental Quality Act documentation ("environmental documentation") be prepared for and under the direction of City, but at Applicant's expense, for consideration in connection with the preparation of an Initial Study and Mitigated Negative Declaration associated with the development of a commercial building for a restaurant proposed on the southwest corner of Agoura Road and Vejar Drive, in Agoura Hills, AIN(s): 2061-028-002 and 2061-028-034.

2. Costs for preparation of the environmental documentation will be as follows:

a. 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 fifty two thousand seven hundred sixty dollars and zero cents (\$52,760.00) ("Consultant's Cost").

b. 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 is estimated to be 20 percent of Consultant's Cost, i.e. ten thousand five hundred fifty two dollars and zero cents (\$10,552.00) ("Administrative Cost").

c. Additional consultant and administrative costs not included within the estimates in subsections (a) or (b) of this Section. To the extent such additional costs arise out of (1) new information supplied to the City regarding the project or its environmental impacts following commencement of the draft environmental document; (2) incomplete or inaccurate information supplied to the City by Applicant or Applicant's agents; or (3) revisions to the environmental document made necessary, in the City's judgment, by changes to the Applicant's project ("Additional Cost").

3. 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 sixty three thousand three hundred twelve dollars and zero cents (\$63,312.00) (Consultant's Cost plus Administrative Cost) to defray the costs of preparation of the environmental documentation and agrees to pay such Additional Costs or other

additional sums as may be billed by City for preparation of the environmental documentation within fifteen (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.

4. Any excess of the amount deposited over the actual cost incurred in connection with preparation of the environmental documentation shall be refunded by City to Applicant within fifteen (15) days from the date the Notice of Determination for the Project is filed with the County Clerk.

5. In the event Applicant abandons the Project and upon written request from Applicant directed to City's Community Development Director, City will terminate or suspend performance of work by Consultant under the contract between City and Consultant. Applicant shall pay City for all costs incurred by City pursuant to its contract with Consultant and for all administrative and actual costs incurred by City.

6. Applicant shall not communicate with or discuss any matters relating to the preparation of environmental documentation with Consultant without prior approval from City's Community Development Director or his or her duly authorized representative. Applicant shall address all questions regarding scheduling, content or distribution of the environmental documentation, or any related matters, to City staff, and not to Consultant. In no case may Developer direct Consultant as to how to undertake or prepare Consultant's work product. The purpose of this provision is to ensure that the environmental documentation is objective and is prepared on behalf of City, and not a document prepared for purposes of advocating approval of the Project.

7. Applicant hereby acknowledges and agrees as follows:

a. City has sole discretion to select which of its employees are assigned to work on Applicant's applications;

a. City has sole discretion to determine which persons City will hire as employees and contractors to work on the Applicant's applications;

c. City has sole discretion to direct the work and evaluate the performance of the employees and contractors whom the City hires to work on Applicant's applications and City retains the right to terminate or replace at any time any employee or contractor who is assigned to work on Applicant's applications;

d. City has sole discretion to determine the amount of compensation paid to employees and contractors hired by City to work on environmental documentation.

8. City and Applicant hereby acknowledge and agree that processing

of Applicant's application is not contingent on the hiring of any specific contractor or consultant.

9. City and Applicant hereby acknowledge and agree that the Applicant's duty to reimburse the City is not contingent upon the City's approval or disapproval of the Project or upon the result of any action of the City. Applicant acknowledges and understands that this Agreement in no way obligates the City to approve any entitlements or environmental documentation for the Project. The City and its elected and appointed officials retain sole discretion to either approve or deny any of the environmental documents or entitlements that are subject to or related to this Agreement and needed to effectuate the Project. Furthermore, the Applicant acknowledges that the City makes no promise, representation or warranty, express or implied, as to the timing of City's processing of the Project.

10. Conflict of Interest. Applicant makes the following warranties for the 12-month period preceding the submission of its application for the Project. Applicant warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to the Consultant, or any of the Consultant's agents or employees. Applicant further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee ("City Official") that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et seq.*). Furthermore, during the existence of City's contract with the Consultant, Applicant shall not enter into or cause any other person to enter into any financial relationship on behalf of or for the benefit of Applicant with (i) the Consultant or (ii) any City Official. During such period, Applicant shall not propose or cause any other person to propose to enter into any future financial relationship on behalf of or for the benefit of Applicant with (i) the Consultant or (ii) any City Official. If Applicant cannot provide such warranty because Applicant has entered into an arrangement to pay financial consideration to, or made payment to, a City Official that would create a legally cognizable conflict of interest, Applicant shall then be obligated to disclose such information to the Community Development Director in writing within five (5) days of the execution of this Agreement.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties thereto with respect to the subject matter of this Agreement. City and Applicant acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

12. Amendment. This Agreement, including any exhibits hereto if applicable, may only be amended by a written document signed by the parties thereto.

13. Interpretation. This Agreement is deemed to have been prepared by all parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be

interpreted according to the applicable rules of contracts under the laws of the State of California.

14. **Attorney's Fees.** In the event that City is required to initiate litigation to enforce this agreement or collect any sum due hereunder, the City shall be entitled to recover its reasonable attorneys' fees and costs of suit should the City prevail.

15. **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties and their heirs, successors, and assigns of the parties. Notwithstanding the foregoing, any reimbursement rights hereunder shall remain with Applicant unless Applicant specifically assigns those rights to a successor by a written assignment delivered to City. Applicant may assign its rights and transfer its obligations under this Agreement only with City's prior written consent, which shall not be unreasonably withheld or delayed. Immediately upon the granting of such consent and City's receipt of a duly executed assignment and assumption agreement by Applicant and Assignee in accordance with the requirements of this Agreement, Applicant shall be released from all liability and obligations hereunder.

16. **No Agency, Joint Venture or Partnership.** City and Applicant hereby renounce the existence of any form of agency, relationship, joint venture, or partnership between City and Applicant and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating such a relationship between City and Applicant.

17. **Governing Law.** This Agreement shall be governed by the laws of the State of California and the exclusive venue for all disputes arising hereunder shall be the Superior Court for the County of Los Angeles.

18. **Effect of Waiver.** No Waiver of any provision of this Agreement shall be considered a waiver of any provision or any subsequent breach of the same or any other provision including the time for performance of any such provisions. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent that party from any other remedy provided in this Agreement or at law.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

21. **Notice and Payments.** All written notices and payments to be given or made under this Agreement shall be transmitted by personal delivery or by mail.

Notices or payments given or made by mail shall be addressed as follows:

IF TO THE CITY:

City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager

IF TO THE APPLICANT:

JH2 Architects  
250 Newport Center Dr. #M104,  
Newport Beach, CA 92660  
Attn: Kobe Baik

When so addressed, notices or payments shall be deemed given or made upon deposit in the United States Mail, postage prepaid. In all other instances, notices or payments shall be deemed given or made at the time of actual delivery. Changes may be made in the names of persons to whom notices or payments are to be given or made, or in the addresses to which notices or payments are to be given or made, by the giving of notice pursuant to this section.

[Signatures provided on the following page]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF AGOURA HILLS:

By: \_\_\_\_\_  
Illece Buckley Weber,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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

APPLICANT:

By: DocuSigned by:  
*June Her*  
\_\_\_\_\_  
Name: June Her  
Title: president

By: DocuSigned by:  
*Kobe Baik*  
\_\_\_\_\_  
Name: Kobe Baik  
Title: Project Manager



January 29, 2024

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

Attn: Robbie Nesovic, Principal Planner

Subj: Proposal to Provide an Initial Study/Mitigated Negative Declaration  
28730 Agoura Road Restaurant Project (*Envicom Project # 2023-164-01*)

Dear Mr. Nesovic,

Envicom Corporation (Envicom) is pleased to submit this proposal to prepare an Initial Study leading to a Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA) for the proposed Bori Restaurant Project proposed by Kibun Max Koo (applicant) at 28730 Agoura Road Restaurant in the City of Agoura Hills. This proposal represents our estimate of the scope of work and level of effort required, based on general discussion and receipt of project plans and other descriptive materials, and the following technical studies: Hydrology and Low Impact Development (LID) Report; Biological Letter Report, Oak Tree Report, and Approved Fuel Modification Plan; Transportation Report; Noise Report; and various City Department review comment letters and applicant responses. Given the volume of this work, we have not yet reviewed it all, but have made assumptions that the reports are adequate for incorporation into the IS/MND, with only light review and minimal comments needed from Envicom. We will inform you if this proves to not be the case.

**PROJECT UNDERSTANDING**

The subject property is 30,794 square feet (sf) in size, which is approximately 0.71 acres. The proposed one-story, approximately restaurant would comprise 2,570 sf, comprised of:

Use	Area (sf)
Interior Dining Area:	1,008 sf (including 179 sf of waiting area)
Outdoor Dining Area:	190 sf
Kitchen :	1,003 sf
Office/Storage:	132 sf
Hallway:	104 sf
Restrooms:	133 sf

The restaurant would be located adjacent to Agoura Road where a building setback, landscaping and a patio would be provided. A proposed driveway on Vejar Drive, on the eastern side of the property, would provide access to the project site. The driveway provides access to an 18-space parking lot, situated south (behind) the restaurant. Envicom’s role will be to prepare the IS/MND and prepare select technical studies to support the IS/MND, as described in the next list below.



January 29, 2024  
Proposal to Prepare an Initial Study/Mitigated Negative Declaration  
28730 Agoura Road Restaurant Project (Envicom Project # 2023-164-01)  
Page 2 of 8

### **Technical Studies List**

The following list identifies the technical studies that we anticipate will be needed to complete the IS/MND along with the responsible parties.

1. Application, Project Descriptive Materials, Site Plan, Elevations, Grading Plans, Utilities Information and Plans (Project Team)
2. Air Quality and Greenhouse Gas (GHG) Emissions (Envicom)
3. Cultural and Paleontological Resources (Envicom)
4. Geology and Soils (Project Team)
5. Hazards/Hazardous Materials - Phase I Environmental Site Assessment (Project Team)
6. Hydrology and Water Quality/LID (Project Team)
7. Noise and Vibration (Envicom)
8. Transportation (Project Team)
9. Utilities and Service Systems – project usage and design issues (Project Team)

We assume that technical studies provided by the project team will be adequate to support a CEQA analysis, providing existing conditions, impacts and mitigation measures addressing the applicable questions on the City's Initial Study Checklist.

### **SCOPE OF WORK**

#### **Task 1 – Administrative Draft IS/MND**

Envicom will prepare an IS pursuant to CEQA and the City's requirements, which is anticipated to lead to an MND. Envicom will coordinate with the appropriate members of the team to obtain all project descriptive materials, including the project application. Envicom will review the materials and technical studies provided by the project team and provide a list of further data needs related to preparation of the IS/MND. Only minor comments and no substantive second review of the studies will be required.

The Project Description will be prepared early in the process, and circulated within the team to confirm our understanding of the project proposal and the project components that will be evaluated for potential environmental impacts under CEQA. The IS/MND will address all topical areas contained in the City's Initial Study Checklist. An explanation supporting the findings under each topical area will be provided. Analysis will be supported by technical documents or other data sources to be cited in footnotes. Project technical studies will be included as appendices to the IS/MND.

Envicom will provide word and PDF versions of Administrative Draft IS/MND to the project team for review and comment in redline strikethrough format. Based upon one (1) set of consolidated comments from the team we will revise the document and prepare MS Word and PDF versions of the Administrative Draft IS/MND for submittal to the City. The Cost Estimate Table included with this proposal provides assumptions about the level of effort for the response to comments support.



January 29, 2024  
Proposal to Prepare an Initial Study/Mitigated Negative Declaration  
28730 Agoura Road Restaurant Project (*Envicom Project # 2023-164-01*)  
Page 3 of 8

*Deliverables:*

- Administrative Draft IS/MND (MS Word and PDF format).
- Revised Administrative Draft IS/MND (MS Word and PDF format).

**Task 2 – Screencheck Draft IS/MND and MMP**

Upon receipt of one (1) consolidated set of City comments, Envicom will prepare the Screencheck Draft MND. A Mitigation Monitoring Program (MMP) will be prepared, addressing all mitigation measures necessary to reduce project environmental impacts to a less than significant level. We will provide MS Word and PDF versions of the Screencheck Draft IS/MND and MMP to the project team for review and comment in redline strikethrough format. Based upon one (1) consolidated set of comments from the team we will revise the document and prepare MS Word and PDF versions of the Screencheck Draft IS/MND and MMP for submittal to the City.

*Deliverables:*

- Screencheck Draft IS/MND and MMP (MS word and PDF format) for City review.

**Task 3 – Draft IS/MND and MMP for Public Circulation**

Upon receipt of one (1) consolidated set of minor final comments from City staff, Envicom will make required revisions to prepare the IS/MND and Mitigation Monitoring Program (MMP) for public review.

The City will be responsible for public distribution of the documents, including preparation of the Notice of Intent to adopt the MND, City Clerk posting, newspaper publication and mailing, as required by CEQA. Electronic distribution by the City is assumed to the extent possible. The costs associated with production of the Draft IS/MND will be provided once the number of copies and size of the document are better known. Thus, these costs are shown as “To Be Determined” (TBD) in our Cost Estimate Table.

*Deliverables:*

- Public Circulation Draft of the IS/MND and MMP (MS Word and PDF format). The number of hard copies is TBD in coordination with the City Planning Department.

**Task 4 – Response to Public Comments, Final IS/MND and MMP**

Upon completion of an assumed 20-day public review period for the Draft IS/MND, we will respond to public and agency comments received during the public review period. Prior to receipt of these comments, it is difficult to estimate the level of effort required to prepare responses. The response to comments effort has been estimated in our Cost Estimate Table. Should the comments received be more extensive than anticipated, additional time required to respond will be billed on a time and materials basis, upon mutual agreement and City authorization. The number of hard copies and electronic versions is not known at this time and will be determined in coordination with City Department of Regional Planning. Thus, these costs are shown TBD in our Cost Estimate Table.

January 29, 2024  
Proposal to Prepare an Initial Study/Mitigated Negative Declaration  
28730 Agoura Road Restaurant Project (*Envicom Project # 2023-164-01*)  
Page 4 of 8

*Deliverables:*

- Response to Comments, Final MND and MMP (MS Word and PDF format) for City review.
- Final Response to Comments, Final MND and MMP (MS Word and PDF format). The number of hard copies is TBD in coordination with the City Planning Department.

**Task 5 – Project Management/Meetings/Coordination/Hearings**

We anticipate the need to coordinate with City staff and attend meetings throughout the process. We recognize that sufficient coordination to obtain data, discuss project issues and determine strategic approaches is critical to providing high quality service and products and avoiding delays. To this end, we have included an estimated budget for project management, meeting and coordination. Additional budget may be required if participation in weekly meetings is requested.

We anticipate the need to prepare for and participate in one (1) public hearing for this project. If necessary preparation and participation at additional hearings would be provided under separate authorization.

**TECHNICAL STUDIES**

**Air Quality and Greenhouse Gas Emissions Analysis**

Envicom will utilize data on the construction program and operational project characteristics to model anticipated air quality and greenhouse gas emissions (GHG) impacts for the proposed project. The studies will be conducted using South Coast Air Quality Management District (SCAQMD) and City approved methods and thresholds.

*Air Emissions Modeling*

This task will consist of coordinating with the project team to gather relevant project data as available to quantify emissions anticipated to result from construction and operation of the proposed project using CalEEMod emissions model.

The SCAQMD provides quantitative significance thresholds for emissions of criteria pollutants by development projects that will be relied on to determine the significance of emissions estimated using the CalEEMod emissions model.

- GHG emissions of CO<sub>2</sub> equivalent (CO<sub>2</sub>e) emissions will be determined from the model.
- A general discussion of air quality effects and management efforts based upon Antelope Valley Air Quality Management Plan, and/or applicable data provided by the Air Resources Board.
- An atmospheric environment setting discussion for the project area based on data from the nearest SCAQMD air monitoring station.
- Provide a quantitative evaluation of potential impacts by comparing the project's estimated emissions of criteria pollutants to relevant significance thresholds based on SCAQMD standards.



January 29, 2024  
Proposal to Prepare an Initial Study/Mitigated Negative Declaration  
28730 Agoura Road Restaurant Project (*Envicom Project # 2023-164-01*)  
Page 5 of 8

- Prepare tables that show air emissions estimations for project construction and operation phases compared to SCAQMD CEQA thresholds.
- Provide a discussion of project related GHG emissions from construction and operations compared to applicable thresholds of significance.
- Identify recommended project design features that could establish project consistency with relevant GHG emissions reduction plans for the City of Los Angeles.

*Air Quality and Greenhouse Gas Emissions Study Assumptions*

- The results of the study may be integrated into the response to the City Initial Study Checklist, without the need for a separate stand-alone report.
- CalEEMod output sheets will be supplied in an Appendix to the IS/MND.

**Cultural Resources Phase I Assessment with Paleontological Assessment**

An Envicom archaeologist and cultural resources expert will prepare a stand-alone Cultural Resources Phase I Report for the project, including an assessment of sensitivity for paleontological resources. The following tasks would be completed:

*Database Record Searches*

Envicom will contact the South Central Coastal Information Center (SCCIC), located at the campus of California State University Fullerton, and request a records search for previously recorded cultural sites and completed technical studies that have been performed within the project area, plus a surrounding study area for additional cultural resource context. Envicom will contact the Native American Heritage Commission (NAHC) with a request to search their database for Tribal Cultural Resources (TCR) located within the subject property and within the surrounding study area. Both records searches will use a 0.25-mile study area around the project property, which will be used to determine whether the project is within a region that is sensitive for prehistoric or older historical cultural resources or not. Additionally, Envicom will also reach out to the Natural History Museum of Los Angeles (NHM) to request a record search for fossil resources that have been previously identified within the project area.

This task assumes that the provided project site development footprint encompasses all areas of disturbance and improvements associated with the project, including for staging areas, access roads, parking areas, driveways, utilities, and landscaping. The applicant team shall provide grading information, including the depth of excavation, which is important for the paleontological sensitivity and impact assessment for the project.

*Site Survey*

Envicom will complete a physical cultural resource survey of the project development area in accordance with Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation (48 FR 44716, Sept. 29, 1983). The survey will identify whether there are any previously unrecorded cultural resources located within the project site.

January 29, 2024  
Proposal to Prepare an Initial Study/Mitigated Negative Declaration  
28730 Agoura Road Restaurant Project (Envicom Project # 2023-164-01)  
Page 6 of 8

### *Report Preparation*

Within 30-days of Envicom receiving both the SCCIC, NAHC and NHM results, a draft Cultural Resources Phase I Report, including paleontological resources, will be prepared and provided to the City and incorporated into the IS/MND analysis. This scope assumes no findings of resources, and therefore that a negative findings report will be sufficient for the project.

### *Cultural Resources Phase I Assessment with Paleontological Assessment Assumptions*

- The results of the study will be negative findings. If instead there are positive findings, additional out-of-scope work will be required. Such out-of-scope work may include but would not be limited to:
- Cultural resources identified within the SCCIC record search, which will require an update on current field conditions.
- The discovery of new cultural resources during the pedestrian survey will require the completion of a California Department of Parks and Recreation (DPR) cultural resource site form(s), as required under California Office of Historic Preservation (OHP) survey standards, which will also be an out-of-scope task.
- Any cultural resource(s) identified through either the SCCIC or pedestrian field survey efforts within or immediately adjacent to the project development footprint may require additional testing, which is also not covered within the presented scope. A positive findings cultural report following OHP guidelines will also be needed.
- Tasks related to cultural resource site subsurface surveys (also referred to as “Phase Ib” surveys), site evaluations (Phase II), or site data recovery (Phase III), or any evaluation or data recovery plans, communications, or meetings related to such tasks will not be needed.
- The formal evaluation of archaeological sites or historical resources for eligibility to the National Register of Historic Places or the California Register of Historic Resources will not be needed. Additional scope and authorization of work would be required if needed.
- Consultation with the Lead Agency, Permitting Agency, OHP, or any Native American Tribal Group representatives will not be needed.
- By receipt of notice to proceed, full access to the property will be provided.
- The SCCIC and NHM charge fees based on the number of records found and time spent by their staff, which cannot be known in advance. Often, such fees range from \$600.00 to \$1,200.00. We will include a fee budget of \$1,200.00 within the budget and ask the information centers notify us if their fees will exceed \$1,200.00, so we can inform the City of the need for additional funds.
- General scope and cost assumptions in our original proposal apply, including that the proposed project description will not substantively change subsequent to the start of preparation of the study.



January 29, 2024  
Proposal to Prepare an Initial Study/Mitigated Negative Declaration  
28730 Agoura Road Restaurant Project (*Envicom Project # 2023-164-01*)  
Page 7 of 8

## **DIRECT COSTS**

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. Our billing rates are indicated on the 2024 Envicom Corporation Professional Fee Schedule (attached).

## **SCOPE OF WORK AND COST ASSUMPTIONS**

This proposal includes the assumptions within the scope of work above and attached Cost Estimate Table, as well as the following:

- The technical studies that are provided to Envicom are assumed to be adequate to support the CEQA analysis, requiring minimal to no review comments.
- An IS/MND is the appropriate CEQA document.
- The project description will not substantively change subsequent to the start of preparation of the technical studies or IS/MND.
- The applicant will provide site plans, grading plans, and drainage plans that adequately depict the proposed project for use in the MND.
- If necessary, additional technical studies will be provided under separate authorization.
- The cost is dependent upon the number of review cycles cited above. Additional iterations / review cycles may result in additional costs and the need for a contract amendment.
- Comments received from the City will not result in substantial changes to the project description and/or technical analysis.
- The Response to Public Comments effort has been approximated in or Cost Estimate Table. Any required effort in excess of these amounts will be covered under separate authorization.
- Additional time for participation in meetings and hearings beyond the level of effort included in this proposal will be provided on a time and materials basis.
- The Cost Estimate Table demonstrates the level of effort and direct costs currently assumed.
- Budgets may be shifted between line items to avoid the need for contract amendments.

## **TIMING**

With the assumptions above, Envicom estimates submittal of the Administrative Draft IS/MND to the City within eight (8) weeks of authorization and receipt of all necessary materials.

## **COST**

The proposed IS/MND scope of work will be prepared on a time-and-materials basis, pursuant to the assumption provided herein and our 2024 Envicom Corporation Professional Fee Schedule for an amount not-to-exceed \$52,760.00.





January 29, 2024  
Proposal to Prepare an Initial Study/Mitigated Negative Declaration  
28730 Agoura Road Restaurant Project (Envicom Project # 2023-164-01)  
Page 8 of 8

We appreciate the opportunity to assist you with your project. Please do not hesitate to call if you have any questions about this proposal.

Sincerely,



Laura Kaufman, AICP  
Vice President, Environmental Services

\_\_\_\_\_  
Authorization to Proceed (signature)

\_\_\_\_\_  
Date

**Daily Correspondence:**

**Billing Correspondence:**

Project Manager: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**Attachments:**

28730 Agoura Road Restaurant Project IS/MND Cost Estimate  
2024 Envicom Corporation Professional Fee Schedule



**28730 Agoura Road Restaurant Project  
IS/MND Cost Estimate**

Task	Staff/Subconsultants	Hours	Rate	Cost
<b>Labor Costs</b>				
<b>Task 1-Administrative Draft IS/MND</b>				
<i>Project Information Review</i>	Sr. Project Manager	8.0	135.00	1,080.00
	Noise Services Manager	6.0	170.00	1,020.00
	Principal Biologist	6.0	160.00	960.00
<i>IS/MND Preparation</i>	Sr. Project Manager	40.0	135.00	5,400.00
	Associate Project Manager	16.0	125.00	2,000.00
	Environmental Analyst	32.0	105.00	3,360.00
Word Processing	Admin/Word Processing	8.0	80.00	640.00
Graphics	Graphics/GIS	8.0	105.00	840.00
PM Coordination/Internal Review/Quality Assurance	VP/Director	12.0	215.00	2,580.00
	<i>Admin Draft IS/MND Subtotal</i>			<i>17,880.00</i>
<b>Task 2-Screencheck Draft IS/MND and MMP</b>				
<i>Response to City Comments</i>	Sr. Project Manager	30.0	135.00	4,050.00
	VP/Director	4.0	215.00	860.00
	Mixed Staff Rate	18.0	115.00	2,070.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Screencheck Draft IS/MND Subtotal</i>			<i>7,880.00</i>
<b>Task 3-Draft IS/MND and MMP for Public Circulation</b>				
<i>Response to City Comments and Elec. Production</i>	Sr. Project Manager	16.0	135.00	2,160.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Draft IS/MND for Public Circulation Subtotal</i>			<i>3,060.00</i>
<b>Task 4-Response to Public Comments, Final IS/MND and MMP</b>				
<i>Response to Comments/Document Revisions</i>	Sr. Project Manager	16.0	135.00	2,160.00
	VP/Director	4.0	215.00	860.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Response to Comments, Final IS/MND Subtotal</i>			<i>3,920.00</i>
<b>Task 5-Project Management/Meetings/Team Coordination/Hearings</b>				
<i>Project Management/Administration</i>	Sr. Project Manager	24.0	135.00	3,240.00
	VP/Director	6.0	215.00	1,290.00
	Admin/Word Processing	16.0	80.00	1,280.00
<i>Public Hearings Preparation/Participation</i>	Sr. Project Manager	6.0	135.00	810.00
	<i>Project Mgmt./Meetings/Team Coord./Hearings Subtotal</i>			<i>6,620.00</i>
<b>LABOR SUBTOTAL</b>				<b>\$39,360.00</b>
<b>DIRECT COSTS</b>				
<i>Admin Draft IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
<i>Public Draft IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
<i>Final IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
General Materials, Copies, Mileage, and Other Direct Costs				2,200.00
<b>MATERIALS/DIRECT COSTS ESTIMATE (not including SCCIC)</b>				<b>\$2,200.00</b>
<b>LABOR AND DIRECT COSTS TOTAL</b>				<b>\$41,560.00</b>
<b>TECHNICAL STUDIES / ANALYSIS</b>				
<i>Air Quality, Greenhouse Gas Emissions Analysis (no stand-alone report)</i>	<i>Envicom Corporation</i>			6,000.00
<i>Cultural Resources Phase I Assessment</i>				5,200.00
<b>TECHNICAL STUDIES SUBTOTAL</b>				<b>\$11,200.00</b>
<b>IS/MND AND TECHNICAL STUDIES TOTAL</b>				<b>\$52,760.00</b>



**PROFESSIONAL FEE SCHEDULE**  
**January 1, 2024**

The Envicom Professional Fee Schedule provides the rates for labor, expenses, and reimbursable costs that will be charged for our professional and support services. The following provides a breakdown for our Personnel, Project-Related Expenses, and Equipment Rates

**PERSONNEL**

Principal	\$230.00
Director	\$160.00-215.00
Senior Project Manager	\$130.00-\$180.00
Noise Services Manager	\$170.00
Principal/Senior Biologist	\$125.00-155.00
Project Manager	\$115.00-\$135.00
Associate Project Manager	\$100.00-\$115.00
Environmental Analyst/Planner	\$85.00-\$115.00
Staff Biologist	\$85.00-\$115.00
Restoration Ecologist/Arborist	\$135.00
GIS/Mapping	\$100.00-\$150.00
Cultural Resource Field Technician/Monitor	\$65.00-\$90.00
Project Assistant/Production Specialist	\$80.00
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%
Water Quality Sampling (Temp, pH, DO, Turbidity)	\$60.00/day
Noise Meter	\$100.00/day
GPS	\$100.00/day
4 x 4 Trucks	\$100.00/day

