AGREEMENT FOR THE PROVISION OF PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

This agreement for the provision of environmental consulting services (this "Agreement") is made and entered into this 6th day of June, 2013 (Effective Date"), by and between the City of Redlands, a municipal corporation (hereafter "City") and Tom Dodson and Associates (hereafter "Consultant"), who are sometimes referred to herein individually as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant hereby agree as follows:

<u>ARTICLE 1 - ENGAGEMENT OF CONSULTANT</u>

- 1.1 Engagement of Consultant. City hereby retains Consultant to perform professional environmental consulting services (the "Services") associated with City's environmental review of a proposed approximately 1,015,740 square foot commercial warehouse/distribution center on approximately 50.66 acres located North of the Interstate 10 Freeway, along the South side of Lugonia Avenue and the East side of Bryn Mawr Avenue (the "Project") as set forth in the Scope of Work which is attached hereto as Exhibit "A" and incorporated herein by this reference, and upon the terms and conditions described herein. Consultant shall determine the method, details and means of performing the Services, and Consultant shall perform the Services to the best of its ability and with the skill, expertise and level of competency presently maintained by other practicing professionals providing similar services in the industry. Consultant shall prepare all environmental documents required for the Project by this Agreement in conformance with the California Environmental Quality Act ("CEQA") and the State and City's CEQA guidelines.
- 1.2 <u>Schedule for Services.</u> Consultant shall commence the Services on the Effective Date of this Agreement and shall complete the Services by July 6, 2013, in accordance with the schedule attached hereto as Exhibit "B" and incorporated herein by reference.

<u>ARTICLE 2 - COMPENSATION</u>

2.1 <u>Compensation.</u> As compensation for its performance of the Services, City shall pay to Consultant an amount not to exceed Ten Thousand dollars (\$10,000.00) in accordance with the hourly rates and cost estimates of expenses contained in Exhibit "C," which is attached hereto and incorporated herein by this reference. Payment to Consultant shall be made monthly, upon City's receipt of an itemized invoice describing the Services for which payment is requested. Invoices shall be due and payable within thirty (30) days of the date they are received by City.

ARTICLE 3 - INSURANCE AND INDEMNIFICATION

3.1 <u>Consultant's Insurance - General Requirements.</u> All insurance required by this Agreement shall be maintained by Consultant for the term of this Agreement. Except for workers' compensation and employer's liability insurance, City shall be named as an additional

insured for such policies and such insurance shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. The insurance policies shall include provisions prohibiting cancellation of the policies except upon thirty (30) days prior written notice to City. Consultant shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of the Services.

- 3.2 <u>Workers' Compensation and Employer's Liability</u>. Consultant shall secure and maintain workers' compensation and employer's liability insurance throughout the term of this Agreement in an amount which meets statutory requirements and with an insurance carrier acceptable to City.
- 3.3 <u>Comprehensive General Liability Insurance.</u> Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required.
- 3.4 <u>Business Auto Liability Insurance.</u> Consultant shall secure and maintain throughout the term of this Agreement business auto liability coverage, with minimum limits of one million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant-owned vehicles used to perform the Services, hired and non-owned vehicles, and employee non-ownership vehicles.
- 3.5 Assignment and Insurance Requirements. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.
- 3.6 <u>Defense and Indemnification.</u> Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission, or the willful misconduct, of Consultant and, its officers, employees and agents in performing the Services.

ARTICLE 4 - SCHEDULE, TERMINATION AND MISCELLANEOUS PROVISIONS

- 4.1 <u>Schedules for Completion</u>. The schedule for completion contained in Exhibit "A" illustrates a time frame for document preparation that has been established by Consultant. City and Consultant recognize that delays could occur for reasons outside the control of Consultant. If this situation occurs, an extension of the due date for completion may be permitted by City.
- 4.2 <u>Suspension.</u> Consultant acknowledges that the developer of the Project is obligated to fund all costs incurred by City under this Agreement and to cooperate with City by providing information and data relating to the Project, and that the developer is required to make

periodic advance payments to City in connection with this Agreement. If the developer of the Project fails to make any required payment to City, or if the developer fails to cooperate with City by failing to provide City with information or data relating to the Project, Consultant acknowledges that City shall have the right to require Consultant to suspend or cease work under this Agreement without liability to Consultant.

- 4.3 <u>Termination.</u> City may terminate this Agreement at any time, without cause, by prior written notice to Consultant. Upon such termination, Consultant shall deliver to City all documents, reports, materials and work of any nature pertaining to the Services to be performed under this Agreement that are in the possession of Consultant or under its control. In such event, Consultant shall be paid for the Services performed to the date of termination based on time and reimbursable billings. The total sum paid to Consultant in the event of termination of this Agreement shall not exceed the sum set forth in Section 2.1 hereof.
- 4.4 <u>Hold Harmless and Indemnification</u>. Consultant shall indemnify, hold harmless and defend City, and its elected officials, officers, employees and agents, from and against any and all claims causes of action, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent or intentional wrongful act or omission of Consultant, and its officers, employees and agents, in performing the Services.
- 4.5 <u>Independent Contractor.</u> This Agreement is for the performance of professional services to City and does not make the employees of Consultant employees of City for the purpose of payroll deductions, unemployment insurance or any other benefits. Consultant shall at all times during the term of this Agreement retain the status of an independent contractor.
- 4.6 <u>Notices.</u> All notices, including bills and payments, shall be in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

City:
Oscar Orci, Director
Development Services Director
City of Redlands
PO Box 3005
Redlands, CA 92373

Consultant:
Tom Dodson
Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92405

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

4.7 <u>Nondiscrimination</u>. During the performance of this Agreement, Consultant shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation or disability, or any condition related thereto in the selection and retention of employees and subconsultants and the procurement of materials and equipment.

- 4.8 Ownership of Documents. The reports, drawing, maps and other documents prepared under this Agreement by Consultant shall be and remain the property of City upon compensation of Consultant for its Services.
- 4.9 <u>Attorneys' Fees.</u> In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 4.10 Entire Agreement. This Agreement supersedes any and all other agreements, either verbal or in writing, between the Parties with respect to the matters contained herein. Each Party to this Agreement acknowledges and agrees that no representations, inducements, promises or agreements, verbal or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, stipulation or promise not contained in this Agreement shall be valid or binding on either Party.
- 4.11 <u>Books and Records.</u> Consultant shall maintain books and accounts of all Project related costs and all expenses. Books shall be available at all reasonable times for examination by City at the office of Consultant.
- 4.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 4.13 <u>No Third Parties Beneficiaries</u>. This Agreement shall not be deemed to confer any rights upon any third parties as beneficiaries of this Agreement (including, but not limited to, the developer of the Project), nor obligate either of the Parties to this Agreement to any person or entity not a Party to this Agreement.
- 4.14 <u>Venue</u>. In the event that any legal action should be filed by either Party against the other, the venue and forum for such action shall be the Superior Court of the State of California for the County of San Bernardino or in the Federal District Court for the Central District of the State of California.

Sam Irwin, City Clerk

Attest:

EXHIBIT "A"

May 19, 2013

Mr. Robert D. Dalquest, AICP, MPA
Assistant Director
Development Services Department
City of Redlands
P. O. Box 3005
Redlands, CA 92373

Dear Robert:

I deeply appreciate the opportunity to submit this proposal to assist the City of Redlands (City) to comply with the California Environmental Quality Act (CEQA) for the Redland's Fulfillment Center. The City has requested that Tom Dodson & Associates (TDA) provide environmental consulting support to prepare the Initial Study for this project to determine whether a Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) can be implemented as the appropriate CEQA environmental determination. TDA can provide this support under the following assumptions:

- The applicant's consultant will supply adequate technical studies for those issues requiring such reports. Examples would include air quality, cultural resources, greenhouse gases, traffic, etc. TDA will review these technical studies for adequacy and provide the City staff with feedback if and where the studies need augmentation.
- TDA will compile an Initial Study using the technical studies and information from standard City environmental documents, such as the City's Master Environmental Assessment and other available published documents.
- 3. TDA will submit a draft Initial Study for review by the City to ensure that it meets the standards of City staff, including the City's Environmental Review Committee. For planning purposes at this time, we have assumed that a MND will be the appropriate

CEQA environmental determination. However, if the initial study demonstrates an EIR is

required, TDA will submit a follow-on proposal to assist in preparing an EIR after the City

reaches such a determination.

4. TDA will supply sufficient electronic copies of the Initial Study for distribution to the State

Clearinghouse and interested parties, but the City will be responsible for public

distribution. If the initial study demonstrates that an MND is appropriate, a Draft

Mitigated Negative Declaration form, Notice of Intent, Notice of Completion and draft

legal advertisement for the newspaper will be supplied to the City to assist with the

requisite public review. It is assumed that a standard 30-day public review will be

required through the State Clearinghouse. If the initial study demonstrates that an EIR is

appropriate, TDA will assist the City staff in the preparation of a Notice of Preparation for

the EIR and submit the follow-on proposal mentioned in item no. 3, above.

5. If an MND is determined to be appropriate, pursuant to this proposal TDA will respond to

all comments and provide the City with a Final Mitigated Negative Declaration Package,

including draft Mitigation Monitoring and Reporting Program (MMRP), Final Mitigated

Negative Declaration form, and draft Notice of Determination. If requested, TDA will

assist Staff to prepare the Staff Report to the City's decision-makers.

TDA anticipates a total of 60 hours of work effort and approximately \$1,000 in direct costs. TDA

proposes to provide the above support to the City for a fee not-to-exceed \$10,000. If this fee

and the above proposal are acceptable to the City, please proceed to establish a contract or

purchase order for TDA to proceed. Should you have any questions, please contact me. Again,

thanks for the opportunity to provide assistance to the City. My staff and I look forward to

working with the City on this project.

Sincerely,

Tom Dodson

cc: Shay Lawrey

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EXHIBIT "A"

SCHEDULE OF COMPLETION

Tom Dodson & Associates proposes to implement the following schedule for CEQA compliance for the Redland's Fulfillment Center:

- Project Authorization
- Review of technical studies (supplied by applicant's consultant). TDA will review and provide the applicant's consultant with feedback if and where the studies need augmentation.
- 30-days after receipt of final technical study, a draft Initial Study will be submitted to the City for internal review and comments
- Assumed a Mitigated Negative Declaration is the appropriate environmental determination, there is a standard 30-day public review period through the State Clearinghouse. If an EIR is required, TDA will submit a follow-on proposal to assist in preparing an EIR.
- After close of public review period, TDA will respond to all comment and provide the City a Final Mitigated Negative Declaration Package. This will be completed within 2 weeks of close of public review period.

EXHIBIT "B"

2013 FEE SCHEDULE

Tom Dodson & Associates

Labor: Time spent on behalf of a client will be charged as follows:

Environmental Specialist	\$150.00 / hour
Regulatory Specialist	\$105.00 / hour
Biologist / Ecologist	\$105.00 / hour
Environmental Specialist II	\$105.00 / hour
Environmental Specialist III	\$72.00 / hour
Biologist II	\$58.00 / hour
Biologist III	\$53.00 / hour
Admin / WP / Graphics	\$48.00 / hour
Legal Expert Witness	\$225.00 / hour

Other Direct Costs: All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge. Mileage will be billed at \$0.555 per mile.

EXHIBIT "C"

COST ESTIMATE

Tom Dodson & Associates anticipates a total of 60 hours of work effort and approximately \$1,000 in other direct costs; fee not-to-exceed **\$10,000**. This fee does **not** include Notice of Determination filing fee through the State:

Filing Fees

Mitigated Negative Declaration \$2,206.25 Environmental Impact Report \$3,045.25

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WORKERS' COMPENSATION ENDORSEMENT

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Named . Insured	TOM DODSON & ASSOCIATES, (A CORP) 2150 N ARROWHEAD AVE	Agent		
,	SAN BERNARDINO, CA 924054002	97-46-312	C01079151-12	2012
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Effective	10/16/2012			

THIS MANUSCRIPT ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED EFFECTIVE THE INCEPTION DATE OF THE POLICY, FORMS A PART OF POLICY NUMBER C01079151, ISSUED TO TOM DODSON & ASSOCIATES, (A CORP), AND CONSTITUTES AS A BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT. WE HAVE A RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US, AS REGARDS ANY WORK YOU PERFORM FOR SUCH PERSON OR ORGANIZATION. THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL 3% OF THE TOTAL ANNUAL WORKERS COMPENSATION PREMIUM FOR THIS POLICY.

This endersement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Authorized Representative

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Countersigned





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 3ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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