

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 23rd day of June, 1997, by and between the City of Redlands, a municipal corporation (hereafter "City") and Urban Vision, a California corporation (hereafter "Consultant").

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

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

1.1 Engagement of Consultant. City hereby retains Consultant to perform professional environmental consulting services (the "Services") associated with City's environmental review of the "Redlands Crossing" project (the "Project"), all as set forth in the Proposal which is attached hereto as Exhibit "A" and incorporated herein by this reference, upon the terms and conditions described herein. Consultant's Services shall include, but not be limited to, the preparation of an Initial Study, Project Description, Notice of Preparation, Draft Environmental Impact Report, Notice of Completion, Final Environmental Impact Report, Mitigation Monitoring Program, Statement of Facts and Findings, Statement of Overriding Considerations, (if necessary) associated supporting Technical Documents and Notice of Determination all in accordance with the Scope of Services for the Project. 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 service in the industry. Consultant shall prepare all environmental documents required by this Agreement in conformance with the California Environmental Quality Act ("CEQA") and the State and City's CEQA guidelines.

ARTICLE 2 - PROJECT DESCRIPTION

2.1. Project Description. The Project encompasses approximately 47 acres of land and includes a total of approximately 477,000 square feet of development, including stores, restaurants, drive-through restaurants, a multi-screen movie theater, and a gas station. The applicant for the Project is requesting approval of at least the following entitlements: (1) a Commission Review and Approval for the site plan and buildings, (2) a Conditional Use Permit for the proposed movie theater, and (3) a Parcel Map.

ARTICLE 3 - ADDITIONAL SERVICES

3.1. Additional Services. This Agreement is entered into without the benefit of City's or Consultant's review of any comments submitted in response to a Notice of Preparation of a Draft Environmental Impact Report for the Project. Should responses to the Notice of Preparation result in issues requiring additional analysis beyond the Scope of Services described herein, Consultant and City may enter into negotiations regarding the costs for such additional services or City may request Consultant to perform such additional services on a time and materials basis and at the

hourly rates and charges set forth in the "Fee Schedule" included in Exhibit A, attached hereto and incorporated herein by this reference.

3.2 Subcontractors. Consultant may retain subconsultants and subcontractors in connection with its performance of the Services subject to the prior consent by City.

The Consultant's key personnel for performance of the Services are as follows:

Carlene Baskevitch

Thomas E. Smith

Consultant agrees that these key personnel shall be principally responsible for the performance of the Services, and that such personnel shall not be replaced without the prior consent of City. Consultant further represents that these key personnel shall each expend their time performing the Services for City during the term of this Agreement as stated in Exhibit A, attached hereto and incorporated herein by this reference.

3.3. Insurance. Consultant shall procure and maintain, at its sole cost and expense during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a

combined single limit of \$1,000,000 or (ii) bodily injury limits of \$1,000,000 per person, \$500,000.00 per occurrence and property damage limits of \$100,000.00 per occurrence and \$100,000.00 in the aggregate.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained as an employee by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$500,000 per person and \$1,000,000 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

ARTICLE 4 - SCHEDULE, TERMINATION AND MISCELLANEOUS PROVISIONS

4.1. Schedule for Completion The schedule for completion contained in Exhibit A illustrates a time frame for report preparation that has been determined by City and the project applicant.

The schedule is extremely ambitious but Consultant shall make every effort to comply with the demands it imposes. City has requested that preparation of the Screencheck Draft Environmental Impact Report will take 10 weeks after City authorized the consultant team to commence work. Response to Comments and preparation of the Final Environmental Impact Report is dependent on City scheduling, however, it is believed that Consultant can have the final document ready for distribution within 2 weeks of closure of the comment period.

City and Consultant further recognize that delays could occur for reasons outside the control of Consultant. If this situation occurs, an extension of due date may be permitted by City.

4.2. Fee. In consideration for its performance of the Services, City shall pay to Consultant an amount not to exceed \$179,925 in accordance with the provisions of Exhibit A. Payment to Consultant shall be made upon receipt of an itemized invoice describing the itemized invoice outlining the items for which payment is requested. Invoices shall document the status of the Services associated with the fees billed. All billings are due and payable within 30 days of the date they are mailed.

4.3. Termination. 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 this Agreement and in the possession of Consultant or under its control. In such event,

Consultant shall be paid for the work performed under this Agreement to the date of termination for termination costs which would be strictly time and reimbursable expenses. Payment of work completed under contract to date of termination shall be made based on time and reimbursable billings as of the project termination. The total sum paid to Consultant in the event of contract termination cannot exceed the total amount of this Agreement as set forth in Paragraph 4.2.

- 4.4. Indemnification. Consultant shall defend, indemnify and hold harmless the City and its elected officials, officers and employees from and against any and all liability arising out of or resulting from the performance of this Agreement by Consultant, and its employees and its agents.
- 4.5. Independent Contractor. This Agreement is for professional services 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 retain the status of an independent contractor.
- 4.6. Nondiscrimination. During the performance of this Agreement, Consultant agrees that Consultant shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation or disability, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto in the

selection and retention of employees and sub-consultant and the procurement of materials and equipment.

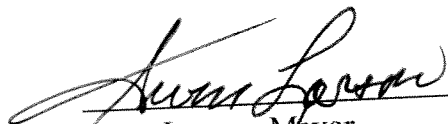
- 4.7. Ownership of Documents The reports, drawing, maps and other contract documents prepared under this agreement by the Consultant shall be and remain the property of City upon compensation of Consultant for its services as herein described.
- 4.8. Assignment Neither this Agreement, nor any duties or obligations under this Agreement, shall be assigned by Consultant without the prior written consent of City. Any assignment or attempted assignment without such consent shall be void and unenforceable and may, at the sole discretion of City, result in the immediate termination of this Agreement.
- 4.9. Attorneys' Fees. 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 attorney's fees.
- 4.10. Entire Agreement. This Agreement supersedes any and all other agreements, either verbal or in writing, between the parties hereto with respect to the matters contained herein. Each party to this Agreement acknowledges and agrees that no representation, 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. Books and Records. 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.

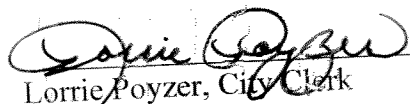
4.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

CITY OF REDLANDS

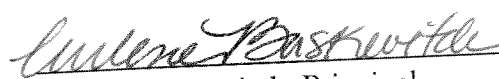

Swen Larson, Mayor

Dated: June 18, 1997

Attest:


Lorrie Poyzer, City Clerk

CONSULTANT


Carlene Baskevitch, Principal
Urban Vision

Dated: June 20, 1997

Redlands Crossing Environmental Services Contract

June 23, 1997

PROPOSAL FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR A 47-ACRE POWER CENTER IN THE CITY OF REDLANDS, CALIFORNIA

prepared for

Eric Norris, AICP
Principal Planner
City of Redlands
Community Development Department
P.O. Box 3005
Redlands, California 92373

prepared by

Urban Vision
1601 Dove Street, Suite 250
Newport Beach, California
92660

and

BonTerra Consulting
20321 Birch Street, Suite 201
Newport Beach, California
92660

December 9, 1996
Revised December 30, 1996
Final Revision June 16, 1997

TABLE OF CONTENTS

I.	Introduction	1
II.	Project Understanding	1
III.	Project Team Personnel	1
IV.	Project Approach and Scope of Work	2
V.	Project Schedule and Fees	8

I. INTRODUCTION

This scope of work describes the project team's approach and work tasks to provide the City of Redlands with a legally defensible environmental impact report (EIR) for a 47-acre power center project. The work tasks described herein have been developed to address the issues described in the City's Request for Proposal dated December 5, 1996, our understanding of the project site and vicinity from a site reconnaissance visit on December 6, 1996, direction received at the meeting on December 17th at City Hall, and the City's comments of the proposed scope of work received in January and June 1997.

II. PROJECT UNDERSTANDING

The proposed project (47-acre power center) would involve the development of a theater, restaurants, and general retail uses (with a total building area of +/- 477,000 square feet). The project is located immediately east of the intersection of I-10 and State Highway 30. The project is bounded on the north by Lugonia Avenue, on the east by New York Street, and on the south by Tennessee Street. The existing land uses on the site include active and fallow agricultural fields, with additional agricultural fields just north of the site. Residential development occurs along the northeastern perimeter, while various commercial and light industrial land uses border the southeastern and southern boundaries of the site.

Although the proposed development would not require a general plan amendment, a Conditional Use Permit is required for the proposed movie theater. The EIR shall be prepared to address the approval of a subdivision map and Development Agreement.

The EIR shall also address the ability of existing infrastructure to support the proposed project and will provide mitigation measures to address project-related impacts.

III. PROJECT TEAM PERSONNEL

The project team consists of senior environmental professionals with prior experience in preparing environmental documents for controversial projects that may be subject to litigation. The key members of this team are:

	<u>Team Member</u>	<u>Title</u>	<u>% of Involvement</u>
<i>Urban Vision</i>	Carlene Baskevitch	Principal/Project Manager	40%
	Gary Jones	Sr. Project Manager	40%
	Jill Wilson	Sr. Environmental Planner	10%
	Grace Neary	Graphic Artist	10%
<i>BonTerra</i>	Thomas E. Smith, Jr., AICP	Principal/Co-Project Manager	30%
	Dana C. Privitt, AICP	Senior Planner	60%
	Ann M. Johnston	Biologist	10%
<i>O'Rourke Engineering</i>	Susan O' Rourke	Traffic/Circulation Engineering	40%
	Susan Vombaur		60%
<i>JHA Environmental</i>	Jo Anne Aplet	Air Quality Analysis	100%
<i>Colia Acoustical</i>	Richard Colia	Noise Analysis	100%

	<u>Team Member</u>	<u>Title</u>	<u>% of Involvement</u>
Geobase, Inc.	John Chevallier	Principal	30%
	Marshall Payne	Project Manager, Soils /Geology	70%
The Natelson Company, Inc.	Jay Natelson	Socioeconomic/Fiscal	40%
	Roger Dale		60%

This team will work under the direction of Ms. Baskevitch. She will insure that all team members are fully informed about the status of the proposed project so that their expertise is applied in the most cost effective manner. Writing samples and company qualifications materials and resumes for this team were previously submitted to the City.

IV. PROJECT APPROACH AND SCOPE OF WORK

Project Approach

The project team will be responsible for preparation of the EIR for the proposed project, including the preparation of a Project Description, Initial Study and Notice of Preparation, Screencheck EIR, Notice of Completion, Draft EIR, responses to comments on the Draft EIR, and Final EIR incorporating all responses to comments and changes made by the City Council, development of the mitigation monitoring program, and other required CEQA notices.

Legal Adequacy

Ms. Baskevitch and Mr. Smith have an excellent record of preparing legally defensible EIR's. Their combined experience spans over 30 years in the preparation of CEQA documents, including many that were threatened with litigation. In every instance, the adequacy of the EIRs prepared under their direction have been found to meet all legal requirements and been upheld in court. Ms. Dana C. Privitt, a Senior Planner at BonTerra, serves on the American Planning Association's (California Chapter) Legislative Review Board, which provides her with current on proposed legislation that may affect planning and CEQA documentation and processes. The combined experience of these individuals will insure that this EIR meets all applicable requirements.

Scope of Work

The following work program has been developed to meet the requirements specified in the City's RFP and December 17, 1996 meeting, subsequent City comments, and the issues that are likely to arise from the Initial Study/Notice of Preparation. Refinement of this scope of work, if necessary, will be discussed during contract negotiations with the City.

Task 1: Initiate Project and Attend Kickoff Meeting

Ms. Baskevitch, Mr. Smith, and key team members will attend a kickoff meeting and site visit with the City of Redlands staff after receipt of authorization to proceed. The purpose of this meeting is to familiarize participants with the project, key issues to be addressed in the EIR, and project schedule requirements. Information needed for preparation of the EIR will also be relayed, and arrangements will be made for additional information exchange.

Any refinements to the initial project schedule or additional issues to be evaluated in the EIR will be resolved at this meeting. Urban Vision will prepare action minutes of the meeting and distribute to the attendees.

Task 2: Prepare Initial Study/Notice of Preparation (IS/NOP)

The project team will review available information provided by the City and the applicant, other existing plans and documents prepared by the City (e.g., Specific Plan and EIR, other "power center" EIR's, etc.), and other applicable documents. The City of Redlands CEQA Initial Study Checklist will be prepared to determine the issues to be addressed in the EIR.

A draft of the IS and accompanying NOP will be submitted to the City for review. After revisions have been completed, Urban Vision will give the document to the City of Redlands for distribution and mailing.

Product: 30 copies of the completed IS/NOP will be prepared and provided to the City for mailing.

Task 3: Prepare Screencheck EIR

Urban Vision and the project team will prepare the Screencheck EIR based upon the IS/NOP and responses received and technical evaluation of the proposed project. The project description used in the IS/NOP will be refined, as necessary, for use in determining impacts in the EIR. The following topics are expected to be addressed in the EIR:

Landform/Topography

The project site contains both active and fallow agricultural fields that are relatively flat, with no significant incised drainages or steep slopes. It is expected that the entire project site will be graded. The EIR will evaluate the impacts of the grading plan on the existing topography. Mitigations will be proposed to reduce any significant impacts identified. It is understood that the developer or project civil engineer will provide an existing base map, topography map and aerial photo.

Geology/Soils

Geobase, Inc. will prepare the geology/soils analysis for the subject EIR. Services will include: research and evaluation of existing data (e.g., maps, reports, surveys, etc.), consultation with local geotechnical authorities, the preparation of a preliminary Seismic Hazard Analysis, a groundwater/liquefaction survey, site reconnaissance, erosion/sedimentation analysis, and the preparation of various site-specific mitigation measures. Other services include: 1) up to eight hours of Response to Comments on the final EIR, and 2) Attendance at one city staff meeting and two public hearings.

Hydrology/Water Quality

The project applicant will need to demonstrate that downstream drainage systems are adequate to handle runoff from the site and that post-development site runoff not be increased over existing levels. Urban Vision will provide this analysis and verify its acceptability to the City Engineer. The results of this analysis will be incorporated into the EIR. Mitigation measures, including applicable NPDES and erosion control measures, will be recommended for potentially significant impacts on downstream drainage system capacities and quality of receiving waters. This task does not include a study of improvement costs.

Biological Resources

BonTerra will conduct a biological field survey of the site. At this time, directed surveys for any species listed as threatened or endangered by state or federal resource agencies are not anticipated due to the level of disturbance of the site. BonTerra will map the biological resources present on the 47-acres site that are proposed for development. A memo report of findings will be prepared by BonTerra at the completion of

this work. The findings of the report will be summarized in the EIR.

Cultural Resources

An archival records search will be conducted by BonTerra to initially determine if previous surveys of the site or vicinity have recorded the presence of cultural resources. Depending on the outcome of the records search, a field survey may be needed to determine if the proposed development area contains any significant cultural resources. Should the records search indicate that a field survey should be conducted, an optional task budget would need to be authorized by the City.

Land Use

The EIR will review the compatibility of the proposed development with the East Valley Corridor Specific Plan and applicable General Plan policies. The effects of development on any existing map restrictions for the property will also be determined. Potential impacts of the project site on adjacent land uses and vacant properties will be reviewed for land use impacts as well as for potential growth-inducing effects. Mitigation measures will be recommended for identified potential significant impacts.

Aesthetics/Visual Resources

The project site is visible from both State Highway 30 and Interstate 10 and from adjacent residential and commercial neighborhoods to the northeast, east, and southeast. Based upon a preliminary review of the site plan and a site reconnaissance visit by BonTerra staff, some adjacent areas may be impacted more than others.

To portray these potential impacts, Urban Vision will photograph the site from four adjacent locations which may have views into the site during construction and after development. A photo location exhibit and photographic exhibit will be prepared to depict these potential impacts. (Additional viewpoints can be incorporated into the analysis through a budget amendment.) Potential impacts will be described and mitigation measures will be recommended to reduce or eliminate significant visual impacts. The results of the photographic perspectives will be prepared in exhibit form for use in the EIR and at public meetings/hearings.

Traffic and Circulation

O'Rourke Engineering will prepare a traffic impact analysis for submittal to the City of Redlands. Due to the project size and an expected trip generation of greater than 1,000 trips, A CMP analysis will be required. The sub-tasks in the analysis are outlined below. The traffic model used will be administered by the City of San Bernardino (subarea model).

Computer modeling will be used to assess the impacts of the project and estimate the future traffic volumes. O'Rourke Engineering will work with SANBAG and SCAG to have year 2015 modeling estimates prepared in the project area. O'Rourke Engineering will prepare trip generation for input by SCAG and preparation of a select zone run. The select zone run will be used to establish the project study area and the effected intersections and links.

The study area will be defined to identify the area of likely impact from the select zone run. An estimated 15 to 25 intersections with a two-way impact of 80 or more peak hour trips will need to be analyzed. Freeway links with 100 or more peak hour trips will need to be analyzed. The intersections and links that may be included will be Interstate 10, Route 30, Lugonia Avenue, Colton Avenue, San Bernardino Avenue, and Alabama Street. The intersections in the study area may include the following plus an additional 10 driveways or intersections:

- New York Street and Lugonia Avenue
- New York Street and Colton Avenue
- Alabama Street and Lugonia Avenue
- Route 30 and Lugonia Avenue
- Colton Avenue and Orange Street
- Redlands Blvd and Tennessee Street
- I-10 Westbound and Tennessee Street
- I-10 Westbound and Alabama Street

- Tennessee Street and Lugonia Avenue
- Tennessee Street and Colton Avenue
- Redlands Blvd and Alabama Street
- Lugonia Avenue and Orange Street
- Redlands Blvd and New York Street
- I-10 Eastbound and Tennessee Street
- I-10 Eastbound and Alabama Street

Existing conditions will be assessed in terms of existing traffic volumes, ADTs and a.m. and p.m. peak hour turning movement volumes, lane geometrics and traffic control features. O'Rourke Engineering will conduct traffic counts for up to 20 periods. In other words, 20 two-hour counts will be made. The remaining intersection counts will be obtained from other studies or from the City. ADT counts will also be obtained from the City. If these counts are not available, new counts will be made at an additional cost of \$75.00 per period.

Project impacts will be developed to assess the project trip generation, distribution and assignment. The impacts will be determined based on ITE data and supplemented with assumptions provided by the Applicant and the City on the operations and radius of draw of the project. A select zone analysis will be used to develop the distribution and assignment.

Future scenarios will be developed for the project opening and year 2015 scenario as directed by the City of Redlands and SANBAG. Turning movements and 24-hour projections will be developed in the study area from subarea model administered by the City of San Bernardino. The modeling data will be post-processed based on the relationship of the baseline data to calibrated volumes. A with-and-without project condition will be developed for the project opening year and long term scenario.

In addition, the City of Redlands has requested that the SANBAG model be used for this project. The additional tasks involved are described in the attachment to this proposal.

Analysis and needs will be performed for the existing and future scenarios. Signal warrant analyses, highway capacity manual intersection analysis, and on-site circulation analysis will be conducted. Transit and rail services available in the area and future plans will be noted. Mitigation measures will be recommended based on the results of the analyses and fair share estimates will be prepared for the developed mitigation measures and confirmed with City staff. Up to two staff meetings, one environmental review committee meeting and two public hearings will be attended.

Noise

Mr. Rick Colia of Colia Acoustical Consultants will conduct a noise analysis for the proposed project. Mr. Colia will determine the project noise expected from onsite measurements of similar projects, including retail, restaurants, and theaters. Measurements of ambient noise levels, including traffic noise levels, will be conducted and projected noise levels impacts on nearby adjacent uses will be evaluated. A comparison of the noise level impact to ambient and to the General Plan Noise Standards will be made. Specific noise control measures will be developed to meet the noise standards, where necessary. A written report will be prepared describing the findings and recommendations for use in the EIR. Colia Acoustical Consultants will attend up to two staff meetings, one environmental review committee meeting and two public hearings.

Socioeconomic/Fiscal

The Natelson Company (TNC) will identify and quantify projected sales and property tax revenues

generated by, and directly attributable to, the project. Using available data, they will also determine the public safety and infrastructure costs associated with the project. TNC will attend two staff meetings, two public hearings and one environmental committee meeting.

TNC will quantify and analyze regional market demand/capacity for retail sales and services, assess gross level impacts (sales volume, employment) on other retail centers, including downtown Redlands.

TNC will identify and assess adverse physical impacts of business closings in downtown Redlands (i.e., qualitative statement of impact of vacant stores and deterioration and related impacts on fire and police service associated with maintenance of vacant stores). TNC will suggest mitigation measures to address physical impacts. TNC will provide relevant economic input to the Alternatives analysis.

Air Quality

Ms. Jo Anne Aplet of JHA Environmental Consultants will evaluate air quality impacts. Air quality impacts from the proposed project would occur during both construction and operation. Construction-related pollutants would be primarily the PM10 component from dust generated during grading, excavation and truck loading, and transport of soil offsite and gaseous emission from construction equipment, construction worker vehicles, and trucks. Operation impacts would result from traffic generated by the new land uses on site. These operation-related impacts may be both regional and local and may be both direct and cumulative with other uses in the vicinity.

JHA will analyze these project impacts consistent with procedures and thresholds in the SCAQMD CEQA handbook. JHA will examine all potential sources of emissions from the project, which appear to have the potential to result in significant air quality impacts. JHA will briefly summarize results in a format for insertion in the EIR and present technical findings in a technical appendix to the air quality report.

The California Air Resources Board has recently issued revised emission factors which appear to have the effect of increasing emissions in the short term over the emission factors contained in the Handbook. Therefore, the analysis will calculate regional emissions with the revised emission factors. The intersection with the greatest traffic congestion identified in the traffic report that could thus lead to a carbon monoxide hotspot and impact sensitive receptors will be modeled using emission factors approved by the California Air Resources Board for intersection analysis.

JHA will briefly summarize results in a format for insertion in the EIR and present technical findings in a technical appendix to the air quality report. Two meetings (or combination of meetings and public hearings) will be attended.

Potential exposure of sensitive receptors to pollutants resulting from both construction and operation of the project will be addressed. Measures available to mitigate significant impacts will be recommended.

Alternatives Analysis

Preparation of an alternatives analysis is always an important part of an EIR, and is of particular importance for this project. Within the City of Redlands and its sphere of influence, there are a total of four proposed Power Center projects including this one. The Urban Vision/BonTerra project team and all project subconsultants will provide qualitative\quantitative analysis of 5 alternatives to the proposed project which could include the following: the No Development alternative, No Project alternative, Design/Use alternative, Alternative Site(s), Reduced Intensity alternative. The Environmentally Superior Alternative will be identified. We will work closely with the City to define the descriptions of these alternatives to insure that they characterize reasonable alternatives to the power center project. Along with the land use and environmental findings for the proposed project, the alternatives section will assist the project decision

makers in considering the impacts of this proposed project, particularly in context with the competing projects.

Required CEQA Topics

Other topics required to be evaluated by the CEQA Guidelines (such as growth-inducing impacts, cumulative impacts, and significant unavoidable impacts) will be included in the EIR, together with a summary of impacts and mitigation measures.

Product: Five copies of the Screencheck EIR will be provided to the City for review.

Task 4: Prepare Draft EIR for Public Review

Upon receipt of the City's comments on the screencheck EIR, the project team will make revisions and prepare the Draft EIR for printing and public distribution. A total of 100 Draft EIRs will be provided to the City, including applicable technical appendices. The City will publish the newspaper notice of EIR availability. The project team will prepare and submit the Notice of Completion (NOC) and 10 copies of the Draft EIR to the State Clearinghouse. The City will mail copies of the Draft EIR to local community groups and other local agencies (e.g., Redlands Unified School District).

Product: 100 copies of the Draft EIR and Notice of Completion; 50 copies of the Technical Appendix to the Draft EIR.

Task 5: Prepare Responses to Comments on Draft EIR/Final EIR

Upon receipt of written comments provided to the City on the Draft EIR from the State Clearinghouse and other written comments received, the project team will review all comments for conformance to the contract budget for this task. If it appears that additional fees would be necessary to prepare legally adequate responses, the Urban Vision project team will notify the City and request a budget augment for the additional work.

The project team will prepare written responses to comments that raise significant environmental issues. Six copies of the preliminary draft responses to comments will be provided to the City for review. Upon receipt of the City's comments, the project team will finalize the responses to comments and provide the City with 50 copies of the revised EIR (Final EIR). Responses to public agency comments will be provided to the City of Redlands so the City may mail them at least 10 days before certification of the Final EIR as required by CEQA. Subsequent to certification of the Final EIR, the project team will prepare the Notice of Determination (NOD) and the City of Redlands will mail it to the State Clearinghouse. Urban Vision will provide the NOD to the City for posting.

Product: 50 copies of the Responses to Comments on Draft EIR/Final EIR

Task 6: Annotated Final Environmental Impact Report

In order to facilitate ease of use and reference, Urban Vision will incorporate any changes to the Draft EIR arising from the Response to Comments as an amended Final EIR document. A screencheck copy will be submitted for City review and will incorporate one round of City revisions.

Product: 5 copies of the annotated Final EIR Document

Task 7: Public Meetings and Hearings

As reflected in the scopes of work noted above, Urban Vision has allocated time for the following meetings:

- Ten (10) meetings with City Staff.
- Two (2) meetings with the Environmental Review Committee.
- Three (3) Public Hearings - combination of Planning Commission Meetings or City Council Public Hearings

Product: Attendance at above mentioned meetings.

Task 8: Prepare Mitigation Monitoring Program

The project team will prepare a mitigation monitoring program (MMP) as required by CEQA for adoption by the City Council at the time of the CEQA findings. The MMP will be prepared at the same time as responses to comments. Urban Vision will coordinate with City staff to refine the format and the content of the MMP.

Product: 5 copies of the Draft MMP

Task 9 Findings and Statement of Overriding Considerations

Should the EIR identify one or more significant environmental effects resulting from the implementation of the proposed plan, the public agency must make a written finding accompanied by a brief rationale supporting each finding. Findings must be supported by substantial evidence in the record making a thoroughly prepared EIR desirable. Possible findings include: that changes have been required or incorporated into the project which avoid or reduce the impact; that alterations are the responsibility of another agency; or that other considerations such as economic or social considerations make infeasible the mitigation measures or project alternative identified in the EIR. Under this task, Urban Vision will prepare a draft of the findings and statement of overriding considerations for use by the City. The draft findings and statement of overriding considerations will follow accepted formats and will be submitted to the City for administrative and legal review. They will then be edited at the City's direction to reflect the City's position for its decision.

Product: Findings and Statement of Overriding Considerations

Task 10: Project Management and Coordination

Urban Vision will manage the EIR preparation effort and coordinate closely with City staff during the course of the CEQA documentation. Budget and schedule status reports will be provided monthly to the City with each invoice. The project manager will be available to the City for strategic consultation throughout the contract period.

Product: Project management coordination, monthly invoices, and consultation services.

V. PROJECT SCHEDULE AND FEES

Schedule

Urban Vision will make every effort to fast track the schedule for preparation of the EIR. We estimate that a Draft EIR could be made available ten (10) weeks after the project kickoff date. The NOP could be ready for public distribution within two (2) weeks after the project kickoff meeting.

Fees

The Urban Vision team will complete the EIR for a fee based on the attached detailed budget. Any unanticipated changes in the scope of work will be the subject of a contract amendment.

Reimbursables*

- One (1) camera ready Notice of Preparation/Initial Study
- One (1) camera ready Draft Environmental Impact Report including text and graphics
- One (1) camera ready Technical Appendix to the Draft Environmental Impact Report
- One (1) camera ready Final Environmental Impact Report/Response to Comments
- One (1) camera ready Annotated Final Environmental Impact Report
- One (1) camera ready Mitigation Monitoring Plan
- One (1) camera ready Statement of Overriding Considerations
- One (1) computer diskette of the Annotated Final EIR text formatted for WordPerfect version 6.1 for Windows
- Document reproduction as follows:
 - Five (5) Draft copies of each Technical Report (Geotechnic, Biology, Cultural Resource Traffic, Noise Air Quality, Fiscal/Economic, Utilities Drainage).
 - Five (5) Draft copies of Mitigation Monitoring Program.
 - Five (5) Draft copies of Findings and Statement of Overriding Considerations.
 - Five (5) Draft copies of the Screencheck Draft EIR.
 - One hundred (100) copies of the City Approved Draft EIR.
 - Fifty (50) copies of the Final EIR/Response to Comments.
 - Fifty (50) copies of the Technical Appendix to the Draft EIR.
 - Fifteen (15) copies of the Annotated Final EIR.
 - Twenty (20) copies of the Final Mitigation Monitoring Program

* Required reimbursables will either be billed at cost or billed through the applicant's reprographic account.

Scope of Document Revisions

It is understood that for revisions to the (NOP), Screencheck Draft, Draft, Final EIR, and Mitigation Monitoring Program, the City of Redlands will provide one redlined set of revisions to Urban Vision. These revisions are covered in the scope of work of this contract. Further revisions beyond this will be the subject of a contract amendment.

Fee Schedule

A. Product

1.	Notice of Preparation/Initial Study ¹	\$ 4,000.00
2.	Screencheck Draft EIR ²	
	Urban Vision/BonTerra	48,112.00
	Geobase Inc. (Soils/Geology)	5,575.00
	BonTerra (Biology)	1,130.00
	BonTerra (Cultural Resources)	1,160.00
	O'Rourke Engineering (Traffic/Circulation) ⁷	35,678.00
	Colia Acoustical (Noise)	3,125.00
	JHA Environmental (Air Quality)	5,775.00
	The Natelson Company (Socioeconomic/Fiscal)	9,000.00
3.	City Approved Draft EIR ¹	9,520.00
4.	Final EIR/Response to Comments ^{1,3}	
	Urban Vision/BonTerra	6,000.00
	Technical Consultant Support	4,650.00
5.	Annotated Final EIR ¹	4,300.00
6.	Mitigation Monitoring Program ¹	4,000.00
7.	Statement of Overriding Considerations ¹ (if needed)	2,500.00
8.	Preparation of Findings ¹	2,500.00
9.	Products (document reproduction) ⁵	7,000.00
10.	Meetings and Public Hearings ⁴	
	Urban Vision/BonTerra	8,500.00
	Technical Consultant Support (see individual scopes)	*
11.	Public Hearing Exhibits (4)	400.00
12.	Other Reimbursable Expenses ⁶	
	Photography	100.00
	Art Supplies (visual simulation)	200.00
	Deliveries/Fed Ex	200.00
	SyQuest Disks	200.00

* included in individual scopes of work

TOTAL \$163,625.00

10% Contingency

We recommend that a 10% contingency fund (\$16,300) be set aside in the event of unexpected additional work tasks. If necessary, these funds would be authorized for expenditure at the discretion of the City of Redlands.

- 1 Time and Reimbursable - Not to exceed
- 2 Lump sum invoiced on percent of product complete
- 3 With limitation per Task 5.
- 4 With limitation per Task 4.
- 5 Document reproduction will be invoiced at cost plus 10% if charged to Urban Vision's account. If applicant's reprographics account is available, charges will be made directly with no markup. The amount shown is for initial deposit purposes only and will vary with the ultimate number of copies and size of documents.
- 6 Estimated for initial deposit purposes and may vary depending on nature of project graphics.
- 7 Does not include additional alternatives analysis. Additional qualitative analysis, \$350.00. Additional quantitative analysis, \$850.00.

B. Additional Meeting Attendance

Attendance at public meetings will be determined by the City of Redlands and will include staff from Urban Vision /BonTerra and other Subconsultants as needed.

Attendance at public meetings will be determined by the City of Redlands and will include staff from Urban Vision/BonTerra and other Subconsultants as needed. City staff will determine which members of the consultant team are to attend, as well as the number of public meetings to be attended throughout the project. Attendance at meetings and public hearings is included within the proposed budget of each consultant. Attendance at additional meetings, if required by the City, will be invoiced on a "per meeting" basis at the following rates:

Urban Vision - 1 professional staff	\$480.00
BonTerra Consulting - 1 professional staff	440.00
O'Rourke Engineering (Traffic)	485.00
JHA Environmental (Air Quality)	340.00
Colia Acoustical (Noise)	300.00
GeoBase (Geotechnical)	480.00
The Natelson Company (Fiscal/Economic)	480.00