

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 19th day of July, 2011, by and between the City of Redlands, a municipal corporation (hereafter "City") and _____ (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 agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

1.1 Engagement of Consultant. City retains Consultant to perform professional environmental consulting services (the "Services") associated with City's environmental review of the development project (the "Project") proposed by ShowProp Redlands, LLC ("ShowProp") for property located at 330 N. Third Street in the City of Redlands, as set forth in the Scope of Work which is attached hereto as Exhibit "A" and incorporated herein by this reference. The Services shall be performed in accordance with the terms and conditions described herein. Consultant's Services shall include, but not be limited to, if necessary, the preparation of a Project Description, Initial Study, Negative Declaration or Mitigated Negative Declaration, Notice of Preparation, Draft Environmental Impact Report, Response to Comments, Notice of Completion, Mitigation

Monitoring and Reporting Program, Statement of Facts and Findings, Statement of Overriding Considerations, associated supporting technical documents and a Notice of Determination (collectively, the “Environmental Documents”), as appropriate, pursuant to the California Environmental Quality Act (“CEQA”), and all in accordance with Exhibit "A." 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 CEQA and the State and City's CEQA guidelines.

ARTICLE 2 - COMPENSATION

2.1 Compensation. As compensation for its performance of the Services, City shall pay to Consultant an amount not to exceed _____ (\$_____) in accordance with the hourly rates and estimates of expenses contained in Exhibits “B” and “C,” attached hereto and incorporated herein by 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 document the status of the Services associated with the fees billed, and are due and payable within thirty (30) days of the date they are received and approved by City.

ARTICLE 3 - INSURANCE AND INDEMNIFICATION

3.1 Consultant's Insurance - General Requirements.

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 the 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 Workers' Compensation and Employer's Liability. 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 with an insurance carrier acceptable to City.

3.3 Comprehensive General Liability Insurance. 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 Business Auto Liability Insurance. Consultant shall secure and maintain 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. Except for those assignees or subcontractors that may be identified in Exhibit "A," Consultant is expressly prohibited or assigning or subcontracting any of the Services to be performed under this Agreement without the prior written consent of City. In the event of 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.

ARTICLE 4 - SCHEDULE, TERMINATION AND MISCELLANEOUS PROVISIONS

4.1 Schedule for Completion. The schedule for completion contained in Exhibit "D" illustrates a time frame for document preparation that has been established by City and Consultant. City and Consultant recognize that delays could occur for reasons outside the control of Consultant. If such delay occurs, an extension of the due date for completion of the Services will be permitted by City.

4.2 Suspension. Consultant acknowledges that ShowProp is obligated to fund the costs incurred by City for the Services to be performed pursuant to this Agreement, to cooperate with City by providing information relating to the Project, and that ShowProp is required to make periodic

advance payments to City in connection with this Agreement. If ShowProp fails to make any required payment to City, or if ShowProp 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 the Services under this Agreement without liability to Consultant.

4.3 Termination. City may terminate this Agreement at any time, 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 Hold Harmless and Indemnification.

A. Consultant shall indemnify, hold harmless and defend City and its officials, 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, its officers, employees and agents in performing the Services required by this Agreement.

B. City shall indemnify, hold harmless and defend Consultant and its officials, 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 act or omission of City, its officers, employees and agents in performing the Services required by this Agreement.

4.5 Independent Contractor. 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 Notices. 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

Development Services Director

City of Redlands

PO Box 3005

Redlands, CA 92373

Phone (909) 798-7655

Fax (909) 792-8715

Consultant:

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 Nondiscrimination. 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 sub-consultants and the procurement of materials and equipment.

4.8 Ownership of Documents. All documents prepared under this Agreement by Consultant shall be and remain the property of City upon City's payment of compensation to Consultant for its Services.

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 attorneys' fees, including fees for 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 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 costs and expenses related to the provision of the Services. 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.

4.13 No Third Parties Beneficiaries. This Agreement shall not be deemed to confer any rights upon any third parties as beneficiaries of this Agreement (including, but not limited to, ShowProp), nor obligate either of the Parties to this Agreement to any person or entity not a Party to this Agreement.

CITY OF REDLANDS

CONSULTANT

By: _____
Pete Aguilar, Mayor

By: _____

ATTEST:

By: _____
Sam Irwin, City Clerk

