

AGREEMENT TO FURNISH CONSULTING SERVICES FOR THE
DESIGN OF IMPROVEMENTS TO THE ASSISTANCE LEAGUE
FACILITY LOCATED AT 506 WEST COLTON AVENUE, REDLANDS
CALIFORNIA

This agreement for consulting services ("Agreement") is made and entered into this 18th day of April, 2006 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Jonathan L. Zane Architecture ("Consultant") who are sometimes individually referred to herein 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 City hereby engages Consultant to perform professional consulting services in connection with the design of improvements to the Assistance League Facility located at 506 West Colton Avenue, Redlands, California (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Project Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and prevailing wage laws commencing at Labor Code section 1770 *et seq.* and non-discrimination laws including the American's with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification, or type of worker needed to execute this agreement are on file at the City of Redlands office of the Public Works Department, Civic Center, 35 Cajon Street, Suite 222 (P.O. Box 3005 mailing), Redlands California 92373.

- 2.3 Consultant further understands that if it violates the Labor Code as it relates to prevailing wage, that City may enforce the Labor Code by Notice of the withholding of contract payments to the Consultant or subcontractor pursuant to Labor Code section 1771.6.
- 2.4 Consultant agrees that if it executes an agreement with a subcontractor to work on this Project, that the Consultant shall comply with Labor Code section 1775 and 1777.7 including providing the subcontractor with copies of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Consultant acknowledges that the statutory provisions for penalties for failure to comply with state wage and hour laws and to pay prevailing wages will be enforced by the City pursuant to Labor Code sections 1775 and 1813.
- 2.5 Consultant and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.
- 2.6 Consultant acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.7 Consultant shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City will make provision for Consultant to enter upon City-owned property, as required by Consultant, to perform the Services.
- 3.3 City designates Mary Petite, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule."

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Twenty Thousand Dollars (\$20,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Fee," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule."
- 5.2 Payments by City to Consultant shall be made within thirty (30) days after receipt and approval by City of Consultants's invoice, by warrant payable to Consultant. Invoices shall be sent on a monthly basis.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City

Mary Petite
Administrative Services Department
City of Redlands
35 Cajon Street, Suite 10
PO Box 3005 (mailing)
Redlands, CA 92373

Consultant

Richard J. Hickey
Jonathan L. Zane Architecture
404 East Stuart Avenue
Redlands, CA 92374

When so addressed, such notices shall be deemed given upon deposit in the United States Mail.

Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of

the Services. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

6.2 Workers' Compensation and Employer's Liability.

A. Consultant acknowledges that the business is a sole proprietorship, partnership, limited liability company or corporation that has no employees and that no individual owner, partner, limited liability company member or eligible corporate officer has elected to be covered under the Workers' Compensation Act.

B. Consultant expressly waives all rights to subrogation against City, its elected officials, officers and employees for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the Parties. This waiver shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

6.3 Hold Harmless and Indemnification. Consultant shall indemnify, hold harmless and defend 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 act, omission or failure to act by Consultant, its officers, employees and agents in performing the Services.

6.4 Assignment. Consultant is expressly prohibited from assigning any of the Services without the express written consent of City. In the event of mutual agreement between Parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured and provide City with the insurance endorsements prior to the performance of any services by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

6.5 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the 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. City shall be named as an additional insured the insurance policy shall include a provision prohibiting

cancellation of said policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance and endorsements shall be delivered to City prior to commencement of work.

- 6.6 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per claim made. Certificate of liability insurance and endorsement shall be delivered to City prior to commencement of the services.
- 6.7 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of one million dollars (\$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 on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured and a certificate of liability insurance and endorsement shall be delivered to City prior to commencement of the services.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 Attorneys' Fees. In the event any action is commenced to enforce or interpret any of 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 in-house counsel of the Parties at rates prevailing in San Bernardino County, California.
- 7.2 Prohibition against Assignment. Consultant shall not assign any of the Services to be performed under this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 7.3 Key Personnel. Consultant's key persons to perform the Services are Jonathan L. Zane, Richard J. Hickey, Bill Cloud, Rowell Zafra, and Bradley P. Robertson. Consultant agrees that key persons shall be made available and assigned to perform the Services and that they shall not be replaced without concurrence from City.
- 7.4 Documents and Records. All documents, records, drawings, designs, cost estimates, electronic data files, databases, and other documents developed by Consultant pursuant to this Agreement, and any copyright interest in such

documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.

7.5 Independent Contractor Status. Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City.

7.6 Termination.

A. Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.

B. This Agreement may be terminated by City, in its sole discretion and without cause, by providing five (5) business days prior written notice to Consultant (delivered by certified mail, return receipt requested) of intent to terminate.

C. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.

D. Upon receipt of a termination notice, Consultant shall immediately discontinue all services affected, and within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.

7.7 Books and Records. Consultant shall maintain books and accounts of all payroll costs and expenses related to the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.

7.8 Entire Agreement. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any

amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

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

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

JONATHAN L. ZANE ARCHITECTURE

By:



Jon Harrison, Mayor

By:



Attest:

City Clerk



JONATLAN

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

STAINLESS STEEL

INSURER A: United States Fidelity & Guaranty
INSURER B: U.S. Specialty Insurance Company
INSURER C:
INSURER D:
INSURER E:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RE: Assistance League Expansion Project

CERTIFICATE HOLDER

ADDITIONAL ENCLAVES: ENCLAVE LETTER:

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL REIMBURSE TO MAIL, SET, DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, UNLESS OTHERWISE SPECIFIED ON THE POLICY.

AUTHORIZED REPRESENTATIVE

Carl Borne

Policy Number: BK01398753

**Owners, Lessees or Contractors (Form B)
ADDITIONAL INSURED**

Change(s) Effective: 03/31/06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.** This endorsement modifies insurance policy under the following:

LIABILITY COVERAGE PART:

	Schedule
Name of Person or Organization:	

City of Redlands
Attn: Mary Petite
P O Box 3005
Redlands, CA 92373

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

EXHIBIT "A"
PROJECT SERVICES

Project Description & Scope of Work:

It is our understanding that this project involves the addition of approximately 4,300 square feet of building space to be situated on the vacant lot to the western edge of the existing facility.

We will begin by meeting with the staff of the Assistance League and asking for them to describe the program needs and objectives they have for the way which the completed facility will function for daily service needs. This programming discussion will be vital in helping us to develop initial concepts for how best to interpret the staff's needs. We expect that there will be two or possibly three conceptual variations developed out of these early meetings and from these early meetings with Assistance League staff as well as City of Redlands representatives, we will ascertain the best design solutions for the overall project development.

The RFP outlines the general parameters of how the expansion area will be utilized in terms of the allocation of space to storage needs, dental center needs, and the area for a large meeting room with kitchen and bathrooms. We would work at the design and schematic level to arrange the various uses into a configuration that makes the most sense for the way the building will be used by the staff. Over the course of a few "get togethers" with the staff and any City of Redlands staff participants or Commission members or Council members we would begin to develop a floor plan that will take on more "hard-lined" shape and form.

While these conceptual design meetings are taking place, we would be simultaneously collecting all relevant site and environmental and utility data necessary to create a full picture of all elements of the construction project. We would gather water, sewer, gas, electrical, HVAC/mechanical, plumbing and structural information relative to the existing building and to the surrounding conditions of the facility. We would also gather street right-of-way requirements and topographical information for site drainage and pedestrian and vehicular circulation purposes.

As part of the discussion during the schematic development drawing stages we will also learn the kinds of fixtures and finishes the end users would like the facility to be equipped with. This information helps us to be mindful of the ultimate functionality of the new facility when it is completed and being used on a daily basis. In other words, we will be listening carefully to the client so that we can end up specifying products, materials and finishes that best live up to the kind of budget and use demands that the building will be subject to.

With some refinement, the conceptual designs will become the proposed floor plans for the structure. With a floor plan, we will then create the exterior elevations of the building and create a sense of how the facility will look upon completion. We realize that the new addition should be designed to match the appearance of the existing facility, and as such, the materials and textures of the exterior of the addition will relate in scale and scope to the existing building.

Given the high visibility of this facility with respect to the prime location of the building (having both high traffic counts on Colton Avenue and a brief window of freeway visibility and exposure), it will be important to optimize the overall exterior appearance of the finished product so as to portray the intended image of the Assistance League. The completed building should have a quiet appearance of “solid functionality” combined with “pride and tradition” as the objective for the ultimate look and feel of the finished facility.

As a part of these early design meetings we are also working to create the new site plan for the facility. This will involve balancing the size of the addition with the parking requirements for the intended use as well as creating attractive and sensible landscape areas and access for traffic flows, both pedestrian and vehicular. Since the existing property has parking facilities that appear to accommodate the ultimate size of the existing building combined with the new addition, it will make sense to adapt the existing dynamics of the current site arrangements to the fullest extent possible.

Once most of the major design decisions are established, and the floor plan, elevations and site plan layouts are confirmed, we will coordinate with the City of Redlands departments and commissions regarding any preliminary review and approvals that may be needed, including, but not necessarily limited to a full review by the Planning Commission as part of a Commission Review & Approval or Conditional Use Permit application.

Upon completion of the public hearing and review process, we would incorporate any required adjustments or additions to the project plans and then begin the process of creating plans for construction documentation. This would include all necessary hard line drawings for Building & Safety review and approval for the purpose of obtaining building permits.

These drawings would include, but not be limited to, architectural site plan, landscape & irrigation plans, grading, drainage, erosion control & offsite improvement plans as needed, floor plans, reflected ceiling plan, roof plan, door, window & room finish schedules, exterior elevations, interior elevations as needed, foundation plan, framing plan, structural & architectural details, plumbing water & waste plans, heating, ventilation & air conditioning plans, electrical lighting & power plans. In addition to the construction drawings, and as a means to assist in keeping the project budget as reasonable as possible, we would provide all project specifications on the drawings as opposed to preparing a separate specifications manual.

Upon receipt of the building permits for construction of the project, we would assist the Owner / City with the solicitation of construction bids from qualified Contractors. This typically involves holding a pre-bid conference and being available to answer questions and write addenda clarifying any construction elements for the various General Contractors and Subcontractors that may be bidding on the work.

Upon the Award of Contract for construction to the qualified bidder, our office will be available to respond to any requests for information, review of submittals and any other related construction management services that are determined by the guidelines of our contract for services.

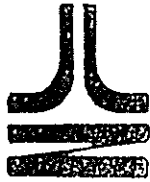
EXHIBIT "B"
PROJECT SCHEDULE

Project Schedule & Timeline

The expansion of the Assistance League facilities appears to have been under consideration for some time and for the conceptual / schematic thought process to already be quite well advanced. Consequently, we believe that the early stage conceptual planning process will be a fairly straight line equation. If we are able to meet on a once per week basis with the key players representing the Assistance League & City of Redlands, we would anticipate the following design development process to be realistic:

Info gathering & schematic development:	2-3 weeks
Preliminary review package w/ proposed concepts:	2-3 weeks
Public review / Planning Dept approvals:	5-7 weeks
Concurrent preparation of project specifications for material selections: Ongoing during this review period.	
Preparation of construction docs for building permits:	4-6 weeks
Building & Safety Dept review for permits:	5-7 weeks
Construction bidding phase:	4-6 weeks.
Construction phase:	4-6 months.
Time required to complete design & construction:	10 – 12 months

EXHIBIT "C"
PROJECT FEE



**JONATHAN L. ZANE
ARCHITECTURE**

404 East Stuart Avenue
Redlands, CA 92374
(909) 798-2327

January 16, 2006

**MARY PETITE, ADMINISTRATIVE ANALYST
ADMINISTRATIVE SERVICES DEPARTMENT
CITY OF REDLANDS**

35 Cajon Street, Suite 10
Post Office Box 3005
Redlands, CA 92373

**RE: FEE PROPOSAL FOR THE DESIGN OF IMPROVEMENTS TO THE
ASSISTANCE LEAGUE FACILITY LOCATED AT 506 WEST COLTON
AVENUE IN THE CITY OF REDLANDS, CALIFORNIA**

INTRODUCTION:

This is a fee proposal from **JONATHAN L. ZANE ARCHITECTURE**, to **THE CITY OF REDLANDS**, for architectural services regarding preparation of planning applications and building permit and construction plans for the proposed improvements to the Assistance League Facility located at 506 West Colton Avenue, Redlands, CA.

Enclosed with this fee proposal is our description of the work to be performed and our outline of the method in which the work will be done along with a resume of the consultants assigned to do the work.

SCOPE OF WORK:

JONATHAN L. ZANE ARCHITECTURE will provide architectural services as outlined in the attached response to your Request For Proposal. We will coordinate the work process and timelines with the committee assigned to oversee the project.

EXCLUSIONS TO THE SCOPE OF WORK:

1. City/County permitting fees;
2. Design work related to fire sprinklers, if needed;
3. Hazardous materials surveys or abatement procedures, if needed;
4. Civil engineering work for topography, grading plans or street improvements;
5. Reports or surveys such as the City may require that are beyond the normal requirements of a project of this type such as a full-blown environmental assessment or Socio-Impact Report;
6. Printing and reproduction costs. All printing and reproduction expenses will be billed at cost, plus 10% for handling.

MARY PETITE, ADMINISTRATIVE SERVICES – CITY OF REDLANDS
RE: ARCHITECTURAL SERVICES – ASSISTANCE LEAGUE FACILITY
January 16, 2006
Page 2 of 2

FEE AND SCHEDULE OF PAYMENTS:

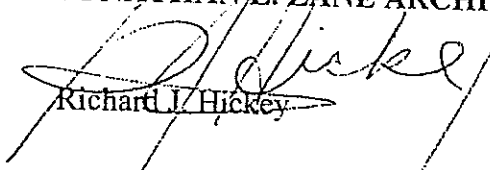
Based on the preceding Scope of Work and Exclusions thereto, JON ZANE ARCHITECTURE will provide Architectural Services, as outlined, for a fee of NINETEEN THOUSAND SEVEN HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$19,725.00).

Payment due as follows:

\$3,000.00	upon authorization to proceed with the planning & design package;
\$2,000.00	upon completion of the planning review process resulting in design drawings ready for construction documentation;
\$3,000.00	upon authorization to proceed with the construction documents;
\$3,000.00	upon completion of 75% of the construction documents;
\$4,000.00	upon completion of 100% of the construction documents, ready for submittal to the building & safety department for permits;
\$2,725.00	upon completion of the plan check process resulting in approved drawings ready for building permits;
\$2,000.00	to be billed monthly as construction proceeds.

Thank you very much for your consideration.

JONATHAN L. ZANE ARCHITECTURE


Richard J. Hickey

ACCEPTANCE:

This contract is hereby authorized by (please print): _____

Signed: _____ Dated: _____

EXHIBIT "D"
RATE SCHEDULE

Fees for professional services

1.

Jonathan L. Zane Architecture
February, 2006

Professional Services Rate Schedule

Architect / Engineer:	\$110/hr.
Project Manager:	\$68/hr.
Draftsman:	\$48/hr.
Secretarial:	\$38/hr.

ATTACHMENT "C"

County of San Bernardino Contract Provisions

CONTRACT COMPLIANCE QUALIFYING REPORT

- A. 1. Name of Contractor's Business JON ZANE ARCHITECTURE
2. Address 404 E. STUART AVE.
3. City REDLANDS State CA Zip Code 92374
4. Telephone Number 909-798-2327
(Area Code)
5. Type of Business ARCHITECTURE
6. The contractor has appointed RICHARD HICKEY
as its Equal Employment Opportunity Officer. This person has been given the authority to
establish, disseminate and enforce the Equal Employment and Affirmative Action policies of this
contractor, and may be contacted at (Address) 404 E. STUART AVE.
REDLANDS, CA 92374
(Telephone Number) 909-798-2327 concerning matters relating to Affirmative
Actions taken by this contractor.
7. Do you presently employ any Vietnam-era veterans? ☒ Yes ☐ No How many? 1
8. Do you presently employ any handicapped persons? ☐ Yes ☒ No How many? 0

- B. Contractors agrees to comply with the provisions of the Affirmative Action Compliance Program of the implementing entity and rules and regulations adopted pursuant thereto, Executive Order 11246 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal and State laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Attached is the statement of contractor's Affirmative Action Policy. The contractor agrees to make a good faith effort to meet the goals of the plan as part of these contract obligations.

Contractor understands that this plan will become a part of contractor's comprehensive management policy.

Contractor agrees to insert in all subcontracts on the project bid herewith a provision that said subcontractors will comply with the provisions of the implementing entity Affirmative Action Compliance Program and rules and regulations adopted pursuant thereto, Executive Order 11246 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal and State laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Contractor agrees to furnish to the Contract Compliance Office, the name of each subcontractor who furnished supplies, goods or services in excess of \$10,000 on the project bid herewith. Said names shall be furnished prior to the time the subcontractor commences work.

Contractor also hereby agrees to provide the implementing entity Contract Compliance Office any access and information that they may request to assist in determining compliance with the Program.

I declare under penalty of perjury that the following is true and correct.

Date 4/5/06

Signature

RICHARD HICKEY
PROTECT MANAGER
Title

CURRENT WORK FORCE

OCCUPATIONAL CATEGORY	ALL EMPLOYEES			MINORITY EMPLOYEES								TOTAL MINORITIES	UNDERUTILIZATION				ANTICIPATED HIRING GOALS FOR TERM OF PROJECT			
	TOTAL	MALE	FEMALE	MALE				FEMALE					MINORITY		FEMALE		Minority		Total New Hires	
				Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native		YES	NO	YES	NO				
Administrators	1	1																		
Professional	1	1																		
Technical	2	2			1							1								
Sales																				
Clerical																				
Skilled																				
Operatives (Semiskilled)																				
Laborer (Unskilled)																				
Service Workers																				
TOTAL	4	4			1							1								

AFFIRMATIVE ACTION POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

Name of Contractor, Subcontractor or Vendor

Adopts this plan to affirm its support of a program of equal employment opportunity, and to assure compliance with Executive Orders 11246 and 11375, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973; the California Fair Employment Practice Act, and the implementing entity's Affirmative Action Compliance Program. This contractor (or Subcontractor or Vendor) agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and the productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.

This contractor (or Subcontractor or Vendor) further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Affirmative Action Program is hereby established as the policy and practices of our company:

INSTRUCTIONS: Please answer each question by marking an "X" beside "A", "B", or "C".
If "C" is marked, explain reason; use a separate sheet if additional space is needed.

1. Our company shall recruit and hire all employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap, and will treat all employees equally in respect to compensation and opportunities for advancement, including upgrading and promotion.

☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.
Explain "C" _____

2. Our company will actively use recruitment sources such as employment agencies, unions, and schools that have a policy of referring applicants on a nondiscriminatory basis.

☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.
Explain "C" _____

3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing policy with all local minority, handicapped and women's organizations and subcontractors and shall maintain records of the organizations responses.

☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.
Explain "C" _____

(AFFIRMATIVE ACTION POLICY)
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

(Continued)

4. Our company shall make specific and constant personal, written, and oral recruitment efforts directed at all local minority, handicapped and women's organizations, including schools, recruitment and training organizations.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

5. Our company shall make specific efforts to encourage present minority, handicapped and women employees to recruit their friends and relatives who status also comes under that of minority, handicapped or women.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

6. Our company will maintain a file of the names and addresses of each minority applicant and female applicant referred to the company for hiring, and if the applicant is not considered for employment or was not employed, the company's file should document this and the reason therefore.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

7. Our company shall notify the implementing entity Contract Compliance Officer when the union or unions with whom our company has a collective bargaining agreement have not referred to the company a minority, handicapped, or female worker sent for by the company or the company has other information that the union referral process has impeded the company's effort to meet the established goals of affirmative action.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

8. Our company will actively take steps to integrate any positions, departments or plant location which have no women or minorities or are almost staffed with one particular group.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

9. Our company shall insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against minorities, handicapped, or women.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

**AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS**

(Continued)

10. Where reasonable, our company shall develop or finance on-the-job training opportunities and participate and assist in any association or employee group training programs relevant to the company's employee needs

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

11. Our company shall continually inventory and evaluate all minority, handicapped, and female personnel for promotion opportunities and encourage minority and female employees to see such opportunities.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

12. Our company shall make sure that seniority practices, job classifications, rates of pay, and other forms of compensation and other employee practices and classifications do not have an unlawfully discriminatory effect on handicapped, minority or female employees

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

13. Our company will make certain that all facilities normally used concurrently by all company activities are non-segregated.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

14. Our company shall make certain that all subcontractors are in compliance with the Affirmative Action Compliance Plan of the implementing entity, and that all project subcontractors have an approved Affirmative Action Plan.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

15. Our Company shall solicit bids for subcontracts from minority subcontractors and female subcontractors subject to availability.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

(Continued)

16. Our company shall make every effort to provide after school, summer and vacation employment to minority youths.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

17. Our company shall continually monitor all personnel activities to insure that the implementing entity's Affirmative Action Policy for Contractors and Vendors is carried out.

- ☒ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy.

Explain "C" _____

Date

4/5/06

Signature

[Handwritten Signature]

Title

PROJECT MANAGER

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION

This form is designed to assist the County of San Bernardino in assessing and reporting the proposition and amounts of contracts and subcontracts awarded to Minority and Women Owned Business Enterprises (WMBE'S) for the project named below. Include information on all subcontractors and suppliers if the total bid amount exceeds \$10,000.

"Minority owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more Black Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Hispanic Americans, or Asian/Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan), or any other group of natural persons identified as minorities in the project specifications by the County.

"Female owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more female persons.

PROJECT

DESIGN IMPROVEMENTS TO THE
ASSISTANCE LEAGUE FACILITY

Project Name

Project Number

\$ _____
Total Bid Amount

Federally funded or assisted? [] Yes [] No

CONTRACTOR

JON ZANE ARCHITECTURE

404 E. STUART AVE.

Contractor's Name

Address

551-74-1113

REDLANDS, CA 92374

Federal I.D. Number

CITY

State

Zip Code

\$ 19,725.00

Minority owned/controlled? [] Yes [X] No

If so, what Minority?

Female owned/controlled? [] Yes [X] No

Portion of Bid Amount to be
performed by Contractor

SUBCONTRACTORS

1) _____
Subcontractor's Name

Address

Federal I.D. Number

CITY

State

Zip Code

\$ _____

Minority owned/controlled? [] Yes [] No

If so, what Minority?

Female owned/controlled? [] Yes [] No

Subcontract Bid Amount

2) _____
Subcontractor's Name

Address

Federal I.D. Number

CITY

State

Zip Code

\$ _____

Minority owned/controlled? [] Yes [] No

If so, what Minority?

Female owned/controlled? [] Yes [] No

Subcontract Bid Amount

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION (Continued)

3) _____		_____	
Subcontractor's Name		Address	
_____		_____	
Federal I.D. Number		CITY	State Zip Code
\$ _____		Minority owned/controlled?	☐ Yes ☐ No
		If so, what Minority?	_____
Subcontract Bid Amount		Female owned/controlled?	☐ Yes ☐ No
-----		-----	
4) _____		_____	
Subcontractor's Name		Address	
_____		_____	
Federal I.D. Number		CITY	State Zip Code
\$ _____		Minority owned/controlled?	☐ Yes ☐ No
		If so, what Minority?	_____
Subcontract Bid Amount		Female owned/controlled?	☐ Yes ☐ No
-----		-----	
5) _____		_____	
Subcontractor's Name		Address	
_____		_____	
Federal I.D. Number		CITY	State Zip Code
\$ _____		Minority owned/controlled?	☐ Yes ☐ No
		If so, what Minority?	_____
Subcontract Bid Amount		Female owned/controlled?	☐ Yes ☐ No
-----		-----	
6) _____		_____	
Subcontractor's Name		Address	
_____		_____	
Federal I.D. Number		CITY	State Zip Code
\$ _____		Minority owned/controlled?	☐ Yes ☐ No
		If so, what Minority?	_____
Subcontract Bid Amount		Female owned/controlled?	☐ Yes ☐ No
-----		-----	
7) _____		_____	
Subcontractor's Name		Address	
_____		_____	
Federal I.D. Number		CITY	State Zip Code
\$ _____		Minority owned/controlled?	☐ Yes ☐ No
		If so, what Minority?	_____
Subcontract Bid Amount		Female owned/controlled?	☐ Yes ☐ No
-----		-----	
8) _____		_____	
Subcontractor's Name		Address	
_____		_____	
Federal I.D. Number		CITY	State Zip Code
\$ _____		Minority owned/controlled?	☐ Yes ☐ No
		If so, what Minority?	_____
Subcontract Bid Amount		Female owned/controlled?	☐ Yes ☐ No
-----		-----	
9) _____		_____	
Subcontractor's Name		Address	
_____		_____	
Federal I.D. Number		CITY	State Zip Code
\$ _____		Minority owned/controlled?	☐ Yes ☐ No
		If so, what Minority?	_____
Subcontract Bid Amount		Female owned/controlled?	☐ Yes ☐ No
-----		-----	

(Use additional copies of this form if needed to provide information on all subcontractors)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project Name:

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name JON ZANE ARCHITECTURE
Address & Zip Code 404 E. STUART AVE
REDLANDS, CA 92374

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ☐ No ☒ (If answer is yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☐ No ☒ (If answer is yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes ☐ No ☐ None required ☒
4. If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

RICHARD Hickey, PROJECT MANAGER
Name and Title of Signer (Please Type)

[Signature]
Signature

4/5/06
Date

Funds - Agreement - Engineering Consulting Services - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved a consultant services agreement with AEI-CASC, Inc. to provide plan and map review services, authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City and authorized an appropriation in the amount of \$128,000.00 which will be recouped through the plan/map review fees to be charged to the developers.

Report - Tate Water Treatment Plant Effluent Pipeline Replacement Project - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the report on the Tate Water Treatment Plant Effluent Pipeline Replacement Project was acknowledged as received.

Aquastream Sand Control Device Purchase - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously authorized the purchase of one Aquastream Sand Control Device for the Rees Well for a total amount of \$19,800.00.

Agreement - Tennis Program - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved an agreement with Gabriel Jacob to develop and conduct a tennis program for the City's Recreation Bureau and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Contract - Assistance League of Redlands Project - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously awarded a contract for architectural and design services to Jonathan L. Zane for the Assistance League of Redlands Project under the CDBG program and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Agreement - Employment Relations Consortium - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved an agreement for special services with Liebert Cassidy Whitmore to continue membership in the East Inland Empire Employment Relations Consortium and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

MOU Amendment - RASME - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved Amendment No. 2 to the Memorandum of Understanding with the Redlands Association of Safety Management Employees relating to the Chief of Police (Termination and Severance) and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.