



FINANCE/PERSONNEL SUBCOMMITTEE AGENDA

SUBCOMMITTEE MEMBERS

LARRY McCALLON, MEMBER
JOHN TIMMER, MEMBER

August 10, 2021
5:30 p.m.
Upright Conference Room
Highland City Hall
27215 Base Line
Highland, California

SPECIAL NOTICE REGARDING COVID-19

This meeting is being held in person. Please be advised, facial coverings or masks are required to be worn in the Upright Conference Room. If you do not have a facial covering or mask, one will be provided to you.

Submission of Public Comments: To limit the number of persons in the Upright Conference Room, the public is encouraged to make public comments by email rather than in person. For those wishing to make public comments by email, please submit your comments by email to be read aloud at the meeting. Email comments must be submitted by 4:30 p.m. on August 10, 2021, to publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the August 10, 2021 agenda, please identify the agenda item number in the subject line. All email comments shall be subject to the same rules as would otherwise govern speaker comments at a Council meeting. Members of the public will be permitted to make public comments in person.

CITY OF HIGHLAND MISSION STATEMENT

Highland is dedicated to the betterment of the individual, the family, the neighborhood, and the community. The City Council and the staff of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible.

Visit the City's Website at: www.cityofhighland.org

City of Highland, 27215 Base Line, Highland, CA 92346 (909) 864-6861 FAX (909) 862-3180

THE CITY OF HIGHLAND COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT OF 1990. IF YOU REQUIRE SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CALL THE CITY CLERK'S OFFICE AT (909) 864-8732, EXT. 226 AT LEAST 48 HOURS PRIOR TO THE MEETING.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Highland to all or a majority of the Subcommittee less than 72 hours prior to that meeting are available for public inspection at Highland City Hall, 27215 Base Line, Highland, during normal business hours.

Larry McCallon, Member

John Timmer, Member

FINANCE/PERSONNEL SUBCOMMITTEE

August 10, 2021 – 5:30 p.m.

CALL TO ORDER

PUBLIC COMMENT

ITEMS

1. Review Minutes of June 22, 2021 Meeting

RECOMMENDATION: Approve the Minutes as submitted.

2. Cooperative Agreement with City of Highland and County of San Bernardino for Contract Maintenance and Emergency Work - Sapphire Street

RECOMMENDATION: That the Finance/Personnel Subcommittee review and consider the Cooperative Agreement between the City of Highland and the County of San Bernardino for Contract Maintenance and Emergency Work on Sapphire Street, extending from Florida Street to the North.

3. American Rescue Plan Act (ARPA) Fiscal Year 2021/2022 (ARP21001)

RECOMMENDATION: That the Finance/Personnel Subcommittee review and consider the American Rescue Plan Act (ARPA) Fiscal Year 2021/2022.

4. Proposal for Replacing HVAC units in the following facilities – Fire Station #3, Corporate Yard, YMCA, Athletic Center, Police Station, City Hall and Highland Library/ELC.

RECOMMENDATION: That the Finance/Personnel Subcommittee review and consider the Proposal for Replacing HVAC units in the following facilities – Fire Station #3, Corporate Yard, YMCA, Athletic Center, Police Station, City Hall and Highland Library/ELC.

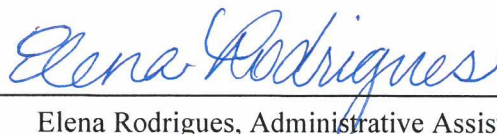
ADJOURN

I, Elena Rodrigues, Administrative Assistant III, of the City of Highland, California, certify that I caused to be posted this Agenda on the 5th day of August 2021, by 5:30 p.m. on our website at www.cityofhighland.org and in the following designated areas:

City Hall
27215 Base Line

Highland Branch Library
7863 Central Avenue

Highland Fire Station No. 1
26974 Base Line



Elena Rodrigues, Administrative Assistant III

Agenda Item #1

MINUTES
FINANCE/PERSONNEL SUBCOMMITTEE
June 22, 2021

CALL TO ORDER

The regular meeting of the Finance/Personnel Subcommittee of the City of Highland was called to order at 5:30 p.m. in the Donahue Council Chambers, 27215 Base Line, Highland, California.

ROLL CALL

Present: McCallon, Timmer
Absent: None

PUBLIC COMMENT

Received no public comment.

ITEMS

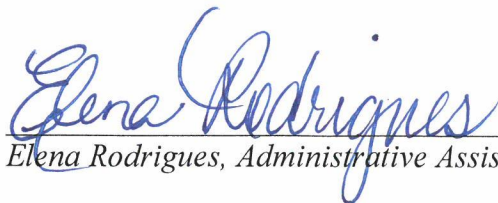
1. Review Minutes of June 8, 2021 Meeting
 - Approved Minutes as submitted.

2. Reallocation of the Community Development Block Grant (CDBG) COVID-19 CDBG-CV3 Funding
 - The Finance Subcommittee reviewed the item and approved the funding of \$287,854 to a Mortgage Subsidy Program as authorized by the San Bernardino County Department of Housing & Community Development with a six-month maximum assistance capacity and not to exceed \$10,000 in assistance funding per applicant.

ADJOURN

There being no further business the meeting was adjourned at 5:36 p.m.

Submitted by:


Elena Rodriguez, Administrative Assistant III

Approved by:

Subcommittee Member

Agenda Item #2

Carlos Zamano

From: Nguyen, Chris <cnguyen@dpw.sbcounty.gov>
Sent: Monday, July 19, 2021 11:38 AM
To: Carlos Zamano
Cc: Watts, Andy; Li, Lei - DPW; Handra, Krisandi - DPW; Matta, Medhat
Subject: Sapphire St
Attachments: Coop Agreement_ Highland.pdf

EXTERNAL EMAIL: Do not click on links or open attachments unless you know the content is safe.

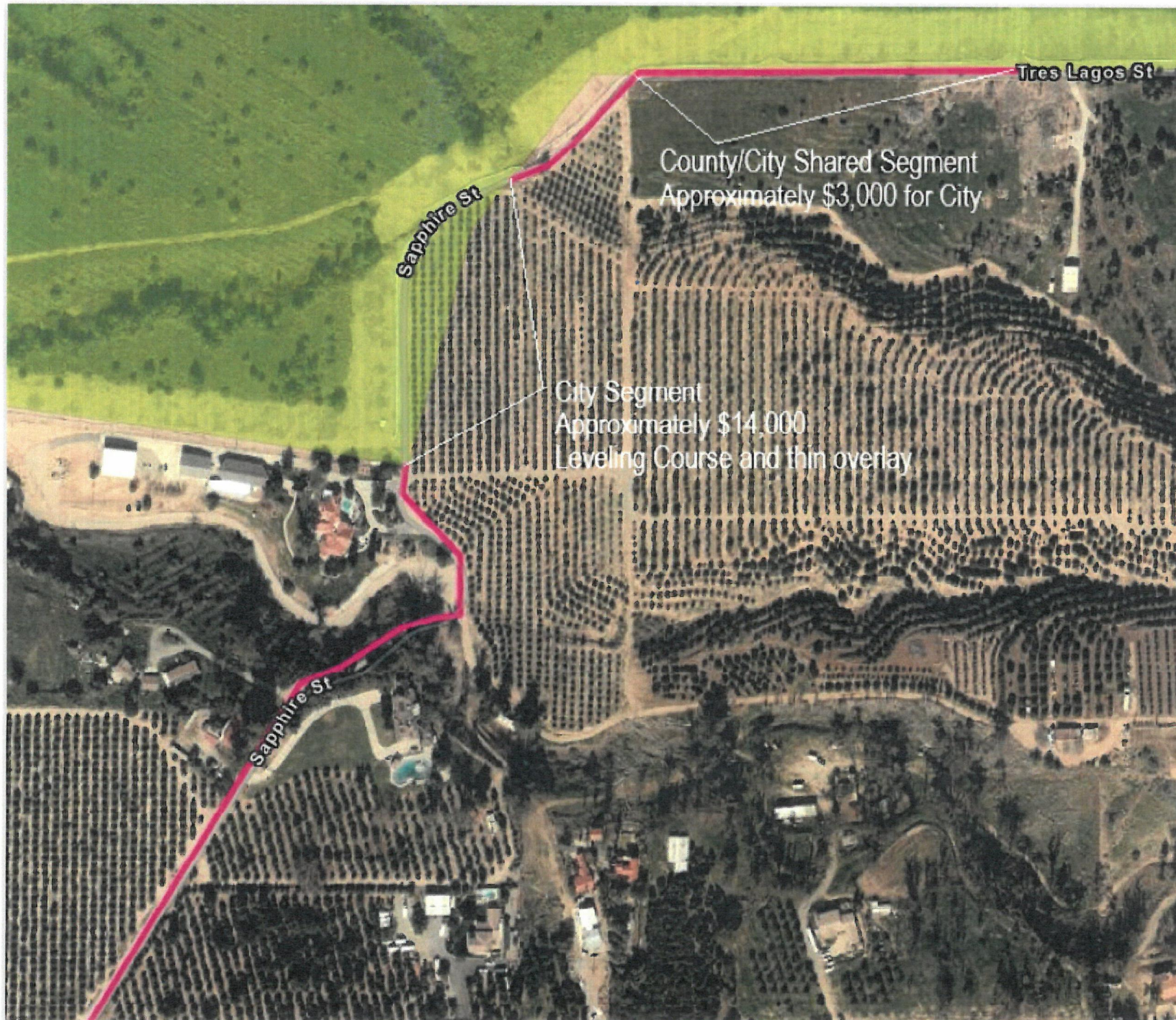
Hi Carlos,

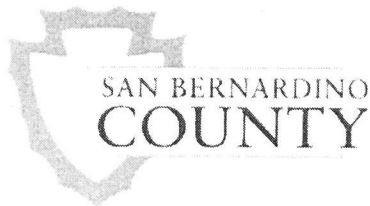
The County has a plan to improve Sapphire St, from Florida St to the north end through a design project. Within this road stretch there are two road segments: Segment 1 is entirely in the City and segment 2 is shared between the County and City (See the road list and map below). The mentioned two segments are proposed to be constructed by County Force with construction anticipated to begin in spring or summer of 2022. The cost estimate for the two segments is estimated at approximately \$17,000 for the City.

Currently we do have a coop agreement in place as attached. Please advise if the City would be interested in funding participation for the project.

Chris

Road Name	Road Limits	County Length	City of Highlands Length	Length Total	Scope of Work
SAPPHIRE STREET	0.43 Miles North of Florida St to 0.21 Miles Northeast	0.13	0.08	0.21	Grader Patch (Narrow Road)
SAPPHIRE STREET	0.3 Miles Northeast of Florida St to 0.13 Miles North	0	0.13	0.13	Leveling Course and Overlay
	Total	0.13	0.21	0.34	





Contract Number

19-115

SAP Number

San Bernardino County Public Works – Transportation

Department Contract Representative	Melissa L. Walker
Telephone Number	(909) 387-7997
Contractor	City of Highland
Contractor Representative	Ernest Wong
Telephone Number	(909) 864-8732
Contract Term	Approximately 5 years ending June 30, 2024
Original Contract Amount	\$60,000 per project not to exceed \$100,000 for each party per fiscal year
Amendment Amount	
Total Contract Amount	
Cost Center	6650002000

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, City of Highland (**CITY**) has observed that many of its street facilities and related appurtenances within its jurisdictional area need occasional maintenance and repair; and

WHEREAS, Streets and Highways Code sections 1685 and 1803 authorize **CITY** to contract with the County of San Bernardino (**COUNTY**) for the maintenance, construction or repair of **CITY** streets, if the legislative body of **CITY** determines that it is necessary for the more efficient maintenance, construction, or repair of said streets; and

WHEREAS, **COUNTY** and **CITY** are sometimes individually referred to in this Agreement as **PARTY** and collectively referred to as **PARTIES**; and

WHEREAS, the legislative body of **CITY** determines that it is necessary for the more efficient maintenance and repair of its street facilities and related appurtenances within **CITY** to contract with **COUNTY** for **COUNTY** to sometimes perform said work, including emergency work, on **CITY** street facilities and related appurtenances located within the incorporated area of **CITY** (hereinafter referred to as "**CONTRACT WORK**"); and

WHEREAS, **CONTRACT WORK** will be performed by **COUNTY** staff and/or **COUNTY** contractors; and

WHEREAS, **CONTRACT WORK** will not exceed sixty thousand dollars (\$60,000) per project and **CITY** will reimburse **COUNTY** for all costs incurred by **COUNTY** in performing such **CONTRACT WORK** requested by **CITY** and completed by **COUNTY**; and

WHEREAS, Streets and Highways Code section 1710 authorizes **COUNTY** to contract with **CITY** for the **CITY's** maintenance, construction or repair of **COUNTY** highways; and

WHEREAS, **COUNTY** has determined that it is necessary for the more efficient maintenance and repair of its highway facilities and related appurtenances to contract with **CITY** for **CITY** to sometimes perform **CONTRACT WORK**, which includes emergency work, on **COUNTY** highway facilities and related appurtenances located within **CITY's** sphere of influence as defined by the San Bernardino County Local Agency Formation Commission; and

WHEREAS, **CONTRACT WORK** will be performed by **CITY** staff and/or **CITY** contractors; and

WHEREAS, **CONTRACT WORK** will not exceed sixty thousand dollars (\$60,000) per project and **COUNTY** will reimburse **CITY** for all costs incurred by **CITY** in carrying-out **CONTRACT WORK** requested by **COUNTY** and completed by **CITY**; and

WHEREAS, **COUNTY** and **CITY** desire to set forth the responsibilities and obligations of each as they pertain to the work described in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

SECTION I

1.0 For CONTRACT WORK provided to CITY:

COUNTY AGREES TO:

- 1.1 Schedule requested work upon receipt of a written "Notice to Proceed" from **CITY** and to provide to **CITY** a schedule of work days anticipated for the work for **CITY** concurrence. **COUNTY**, through its authorized representative identified in Paragraph 4.5 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **CITY**.
- 1.2 Utilize **COUNTY's** Department of Public Works labor force and/or contractors in providing services under this Agreement.
- 1.3 Obtain a no-cost permit from **CITY** for any **CONTRACT WORK** to be performed within **CITY's** right-of-way. **COUNTY's** Director of Public Works, or the Director's designee, shall have the authority to obtain a permit from **CITY** for **CONTRACT WORK**.
- 1.4 Upon completion of each individual work assignment, submit to **CITY** an itemized accounting of actual **CONTRACT WORK** costs incurred by **COUNTY** and an invoice for such costs.
- 1.5 **COUNTY** shall require all contractors and vendors providing **CONTRACT WORK** to have appropriate and adequate insurance coverage for the mutual protection and benefit of the **PARTIES**.
- 1.6 Enforce **COUNTY's** contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages. When applicable, **COUNTY** shall fill out and submit to the California Department of Industrial Relations a PWC-100 form.

CITY AGREES TO:

- 1.7 Provide **COUNTY** a written "Notice to Proceed" for any authorized work requested by **CITY**.
- 1.8 Provide a no-cost permit to **COUNTY** for its work within **CITY's** right-of-way.
- 1.9 After **COUNTY** completes each individual **CONTRACT WORK** assignment and submits an itemized accounting of actual **CONTRACT WORK** costs incurred by **COUNTY** along with an invoice, to reimburse **COUNTY** for **CONTRACT WORK** costs within sixty (60) calendar days after receipt of invoice.
- 1.10 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **CONTRACT WORK** with the **COUNTY**.

- 1.11 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.
- 1.12 When applicable, fill out and submit to the California Department of Industrial Relations a PWC-100 form.

SECTION II

2.0 For CONTRACT WORK provided to COUNTY:

CITY AGREES TO:

- 2.1 Schedule the **COUNTY** requested **CONTRACT WORK** upon receipt of a written "Notice to Proceed" from the **COUNTY** and provide to **COUNTY** a schedule of work days anticipated for the **CONTRACT WORK** for **COUNTY's** concurrence. **CITY**, through its authorized representative identified in Paragraph 4.5 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **COUNTY**.
- 2.2 Utilize **CITY's** labor force and/or contractors in providing services under this Agreement.
- 2.3 Obtain a no-cost permit from **COUNTY** for work within **COUNTY's** right-of-way.
- 2.4 Upon completion of each **CONTRACT WORK** assignment, submit to **COUNTY** an itemized accounting of **CONTRACT WORK** costs incurred by **CITY** and an invoice for such costs.
- 2.5 Enforce **CITY's** contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages.
- 2.6 Accept all payments from **COUNTY** via electronic funds transfer (EFT) directly deposited into the **CITY's** designated checking or other bank account. **CITY** shall promptly comply with directions and accurately complete forms provided by **COUNTY** required to process EFT payments.
- 2.7 When applicable, **CITY** shall fill out and submit to the California Department of Industrial Relations a PWC-100 form.

COUNTY AGREES TO:

- 2.8 Provide **CITY** a written "Notice to Proceed" for any authorized work requested by **COUNTY**.
- 2.9 Provide a no-cost permit to **CITY** for its work within **COUNTY's** right-of-way.
- 2.10 After **CITY** completes each individual **CONTRACT WORK** assignment and submits an itemized accounting of actual **CONTRACT WORK** costs incurred by **CITY** along with an invoice, to reimburse **CITY** for **CONTRACT WORK** costs within sixty (60) calendar days after receipt of invoice.
- 2.11 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **CONTRACT WORK** with the **CITY**.
- 2.12 Comply with any applicable CEQA requirements as well as completing the required CEQA documents.
- 2.13 When applicable, fill out and submit to the California Department of Industrial Relations a PWC-100 form.

SECTION III

3.0 IT IS MUTUALLY AGREED:

- 3.1 The types of **CONTRACT WORK** shall include, but not be limited to: maintenance or emergency repair of streets/highways, appurtenant fencing, culvert or drainage facilities, grading and application of soil stabilization product on dirt roads, as well as providing heavy equipment for storm debris cleanup, striping, chip sealing, maintenance or emergency paving.
- 3.2 **COUNTY** and **CITY** will accept payment from each other for **CONTRACT WORK** requested by **CITY** or **COUNTY** for up to sixty thousand dollars (\$60,000) per project.
- 3.3 The cost for each project shall not exceed sixty thousand dollars (\$60,000).
- 3.4 The total cost for all work performed pursuant to Section 1.0 shall not exceed one hundred thousand dollars (\$100,000) per fiscal year, absent a prior written amendment to this Agreement. The total cost for all work performed pursuant to Section 2.0 shall not exceed one

hundred thousand dollars (\$100,000) per fiscal year, absent a prior written amendment to this Agreement.

- 3.5 **CITY or COUNTY** is only responsible to provide the **CONTRACT WORK** of facilities identified in the "Notice to Proceed" from the requesting party (**CITY or COUNTY**) and agreed to by the non-requesting party (**CITY or COUNTY**). After completion of **CONTRACT WORK** on any particular facility, the requesting party (**CITY or COUNTY**) shall be responsible for all future maintenance and repair work associated with the **CONTRACT WORK**, unless the non-requesting party (**CITY or COUNTY**) receives a future request to provide additional **CONTRACT WORK** under this Agreement, followed by an approval of a written "Notice to Proceed."
- 3.6 The **PARTIES** shall comply with all applicable laws and regulations, including, but not limited to, all applicable Public Contract Code (e.g. bidding requirements), Labor Code (e.g. prevailing wage requirements), Business and Professions Code (e.g. licensing requirements), and Civil Code requirements (e.g. payment bond requirements).

SECTION IV

4.0 IT IS FURTHER UNDERSTOOD AND AGREED:

- 4.1 The requesting party (**CITY or COUNTY**) shall prepare and submit to the non-requesting party (**CITY or COUNTY**) a "Notice to Proceed" that outlines the work requested within the scope and budget limitations of this Agreement. The Notice to Proceed shall include the location (street(s) or highway(s)) the work shall take place on, the scope of the work, the requested schedule, the level of service required (if necessary), and other pertinent terms and details for the project within the scope of this Agreement. The **COUNTY** Director of Public Works and the **CITY** Director of Public Works/City Engineer shall have the authority to prepare and submit a "Notice to Proceed," as well as provide estimates and approve **CONTRACT WORK** projects up to \$60,000 each. The non-requesting party shall develop cost estimates and project schedules for review by the requesting party using **COUNTY/CITY**-approved labor and equipment rates that include fringe and overhead for actual employee classifications, equipment rates that will recover the depreciation expenses and the maintenance and repair cost of the equipment used for the proposed work assignment and estimated material costs. If requested, the estimate of cost will be provided to the requesting party prior to the commencement of work. The non-requesting party is under no obligation to perform work tasks and the non-requesting party's representative identified in Paragraph 4.5 may decline to perform the requested work for any reason or for no reason.
- 4.2 The Effective Date of this Agreement shall be the first date on which all of the following has occurred: (1) the **CITY's** Council and **COUNTY's** Board have approved the Agreement; and (2) the authorized representative of each has signed the Agreement.
- 4.3 Insurance and Indemnification

COUNTY and **CITY** are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

Neither **CITY** nor any officer, employee, agent, or volunteer of **CITY** shall be responsible for any damage or liability arising out of, pertaining to, or relating to any acts or omissions on the part of **COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **COUNTY** or its contractors under this Agreement. It is also understood and agreed that, pursuant to Government Code section 895.4, **COUNTY** shall fully indemnify, defend (with counsel approved by **CITY**) and hold **CITY** and its officers, employees, agents, and volunteers harmless from any liability imposed for injury (as defined by Government Code section 810.8) arising out of, pertaining to, or relating to any acts or omissions on the part of **COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **COUNTY** or its contractors under this Agreement.

Neither **COUNTY** nor any officer, employee, agent or volunteer of **COUNTY** shall be responsible for any damage or liability arising out of, pertaining to, or relating to any acts or omissions on the part of **CITY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **CITY** or its contractors under this Agreement. It is also understood and agreed that, pursuant to Government Code section 895.4, **CITY** shall fully indemnify, defend (with counsel approved by **COUNTY**) and hold **COUNTY** and its officers, employees, agents, and volunteers harmless from any liability imposed for injury (as defined by Government Code section 810.8) arising out of, pertaining to, or relating to any acts or omissions on the part of **CITY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **CITY** or its contractors under this Agreement.

In the event **COUNTY** and/or **CITY** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, **COUNTY** and/or **CITY** shall indemnify the other to the extent of its comparative fault.

CITY and **COUNTY** agree to waive all rights of subrogation against each other.

- 4.4 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by **CITY** and **COUNTY**.
- 4.5 All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three calendar days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

City of Highland
27215 Baseline Street
Highland, CA 92346
Authorized Representative:
City Engineer

County of San Bernardino
825 East Third Street
San Bernardino, CA 92415
Authorized Representative:
Director of Public Works

- 4.6 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **PARTY** shall give the other **PARTY** any contractual rights by custom, estoppel, or otherwise.
- 4.7 This Agreement shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated. Any dispute or action to enforce any obligation under this Agreement shall be filed and resolved in the appropriate Superior Court in the County of San Bernardino, California. In the event of litigation arising from this Agreement, each **PARTY** to the Agreement shall bear its own costs, including attorney's fees. This provision concerning costs shall not apply to costs or attorney's fees relative to paragraphs 4.3.
- 4.8 This Agreement contains the entire Agreement of the **PARTIES** with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts. This Agreement may only be modified in writing, signed by authorized representatives of both **CITY** and **COUNTY**.
- 4.9 This Agreement may be terminated, with or without cause, by either **CITY** or **COUNTY** upon thirty (30) calendar days advance written notice by the party wishing to terminate, provided however, that any such cancellation shall not be effective as to any existing obligations pursuant to any **CONTRACT WORK** authorized prior to notice of cancellation. In the event of cancellation as provided herein, all **CONTRACT WORK** costs required to be paid by the **PARTIES** prior to the effective date of cancellation shall be paid by the **PARTIES** as provided in this Agreement.

- 4.10 Except with respect to the indemnification obligations contained herein which shall survive the termination of this Agreement, this Agreement shall commence on the date it is approved by both PARTIES, and shall terminate on June 30, 2024, unless it is terminated early as provided in Paragraph 4.9.
- 4.11 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.12 The Recitals preceding the terms of this Agreement are incorporated into the terms hereof by this reference and constitute constructive terms of this Agreement.
- 4.13 Since the **PARTIES** or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party.

IN WITNESS WHEREOF, **COUNTY** and **CITY** have each caused this Agreement to be subscribed by its respective duly authorized officers on its behalf.

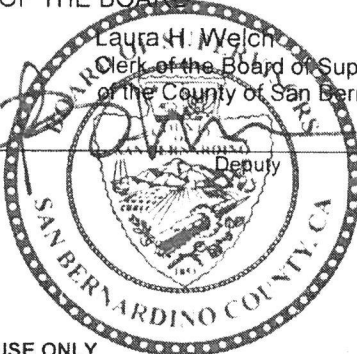
COUNTY OF SAN BERNARDINO

► 
Curt Hagman, Chairman, Board of Supervisors

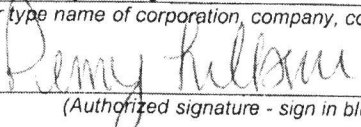
Dated: MAR 12 2019

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By 
Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino



City of Highland
(Print or type name of corporation, company, contractor, etc.)

By 
(Authorized signature - sign in blue ink)

Name Penny Lilburn
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

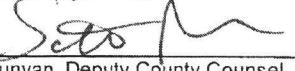
Dated: January 24, 2019

Address 27215 Base Line

Highland, CA 92346

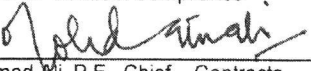
FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Scott M. Runyan, Deputy County Counsel

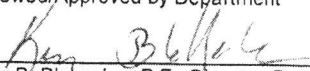
Date 2-5-19

Reviewed for Contract Compliance

► 
Mohammad Ali, P.E., Chief - Contracts

Date 2-14-19

688
Reviewed/Approved by Department

► 
Kevin B. Blakeslee, P.E., Director, Department of Public Works

Date 2/20/19

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

March 12, 2019

**FROM: KEVIN BLAKESLEE, Director
Department of Public Works - Transportation**

**SUBJECT: COOPERATIVE AGREEMENT WITH CITY OF HIGHLAND FOR CONTRACT
MAINTENANCE AND EMERGENCY WORK**

RECOMMENDATION(S)

Approve **Cooperative Agreement No. 19-115** with the City of Highland (City) for street repairs, maintenance and emergency work within the incorporated area of the City and the surrounding unincorporated area, for approximately five years, from March 12, 2019 until June 30, 2024, in an amount not to exceed \$60,000 per project and \$100,000 per fiscal year.
(Presenter: Kevin Blakeslee, Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

**Improve County Government Operations.
Provide for the Safety, Health and Social Service Needs of County Residents.
Pursue County Goals and Objectives by Working with Other Agencies.**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). Costs and reimbursement revenue for this work will vary depending upon the maintenance or repair needs related to the proposed cooperative agreement (Agreement). Costs to the County are unknown because future maintenance and repair needs related to the Agreement, are unforeseeable. All work requested by the City will be performed by County staff or contractors and will be 100% reimbursable by the City, up to a total of \$60,000 per project, and not to exceed \$100,000 per fiscal year. All work requested by the County will be performed by the City staff or contractors and will be 100% reimbursable by the County, up to a total of \$60,000 for each project, and not to exceed \$100,000 per fiscal year. Sufficient appropriation and revenue have been included in the Road Operations budget (6650002000 – H14936) up to \$100,000, and will be included in future recommended budgets to accommodate the requested projects.

The City shall reimburse the County upon completion of each work assignment and receipt of an invoice. In accordance with the Agreement, after the County completes each work assignment, the City will resume the responsibility of maintenance and operations of the subject roads and drainage facilities.

Page 1 of 3

cc: PW/Trans-Walker w/ agree
Contractor c/o PW/Trans w/ agree
PW/Trans-Blakeslee
CAO-Hernandez-Barker
File - w/ agree
mb 03/21/19

ITEM 42

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors**

MOTION	MOVE	AYE	SECOND	AYE	ABSENT
		2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: March 12, 2019

**COOPERATIVE AGREEMENT WITH CITY OF HIGHLAND FOR
CONTRACT MAINTENANCE AND EMERGENCY WORK
MARCH 12, 2019
PAGE 2 OF 3**

BACKGROUND INFORMATION

The Agreement will allow the County and the City to provide maintenance and emergency work within the unincorporated area of the County and the incorporated area of the City in an amount not to exceed \$60,000 per project, up to \$100,000 per fiscal year. The City and County have determined that occasionally utilizing each other's labor and equipment resources can be the most cost-effective and timely process for maintenance and repairs of roadways within City and County jurisdictions. It is anticipated at this time that requested work assignments may include, but are not limited to, maintenance or emergency repair of streets/highways, appurtenant fencing, culvert or drainage facilities, grading and application of soil stabilization product on dirt roads, as well as providing heavy equipment for storm debris cleanup, striping, chip sealing, maintenance or emergency paving.

Approval of this item aligns with the County and Chief Executive Officer's goals of improving County government operations, providing for the safety, health and social service needs of County residents, and pursuing County goals and objectives by working with other agencies by providing a streamlined approach to the maintenance and repairs within the incorporated City, within the County's jurisdiction.

According to the terms of the Agreement, the requesting agency will prepare and submit to the agency performing the work a work assignment request that outlines the work requested within the scope and budget limitations of the Agreement. The performing agency will then prepare a cost estimate and a project schedule prior to start of work. The requesting agency will be invoiced based on actual costs incurred by the agency performing the maintenance and/or emergency work. Under the Agreement, the Director of Public Works is delegated the authority to identify specific County projects in which the City may take the lead utilizing City forces or City contractors. With respect to work provided to City, the Agreement states that the Director of Public Works has the authority to approve or disapprove an individual project and provide specific services to City. In addition, the Agreement provides that the performing agency is under no obligation to perform the work tasks.

After completion of all requested work, receipt of an invoice and acceptance by the requesting agency of the work, the requesting agency shall reimburse the performing agency. Also, the requesting agency shall be responsible for all future maintenance and repair work, unless the requesting agency submits a future request to the performing agency to provide additional maintenance and repair work under the Agreement.

The Agreement shall expire on June 30, 2024, or it may be terminated by either party upon providing the other party a 30-day advance written notice. The City Council approved this item at their meeting on January 22, 2019.

The County has similar agreements in place with the cities of Fontana, Chino Hills, Rialto, and Yucaipa.

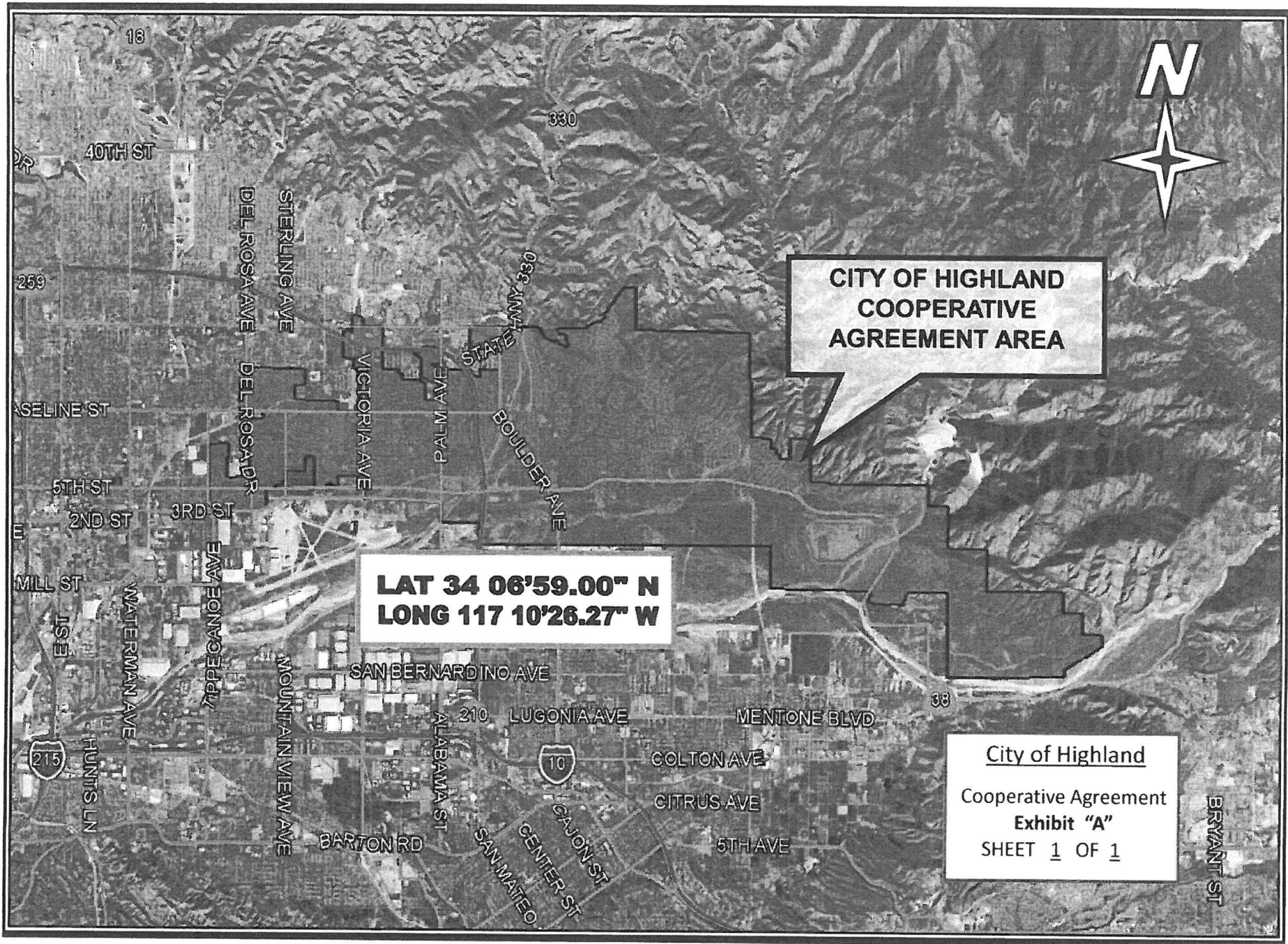
**COOPERATIVE AGREEMENT WITH CITY OF HIGHLAND FOR
CONTRACT MAINTENANCE AND EMERGENCY WORK
MARCH 12, 2019
PAGE 3 OF 3**

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott M. Runyan, Deputy County Counsel, 387-5455) on February 1, 2019; Finance (Paloma Hernandez-Barker, Administrative Analyst, 387-5426) on February 20, 2019; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on February 27, 2019.



Agenda Item #3

AMERICAN RESCUE PLAN ACT (ARPA) FISCAL YEAR 2021/2022 (ARP21001)

1- Public Health				2-Negative Economic Impacts		6-Revenue Replacement	Total
1.4 Prevention/Mitigation in Congregate Settings (Park Fences, Cubicle Dividers, Ventilation Improvements)	1.5 PPE	1.8 Communications/ Enforcement (Legal)	1.9 Payroll Cost for Safety Staff Responding to Public Health Emergency	2.2 Household Assistance: Rent, Mortgage, and Utility Aid (Low-Income Mortgage Assistance)	2.9 Small Business Economic Assistance (\$7,500 ea.)	6.1 Provision of Government Services (Cybersecurity)	
\$325,000.00	\$95,054.00	\$2,500.00	\$2,850,000.00	\$1,000,000.00	\$3,000,000.00	\$175,000.00	\$7,447,554.00

Agenda Item #4



July 27, 2021

Jim Richardson
Public Works Manager, City of Highland
27215 Base Line
Highland, CA 92346

jrichardson@cityofhighland.org

RE: Proposal for Architectural and Engineering Services:
HVAC ASSESSMENT AND RECOMMENDATION, VARIOUS HIGHLAND BUILDINGS
City of Highland
Highland, CA 92346

Dear Mr. Richardson:

Thank you, on behalf of STK Architecture, Inc. and our team, for the opportunity to propose a Scope of Services and Professional Service Fee for the above-mentioned project. The Scope of Project and Scope of Services are based upon recent email correspondence.

1.0 Scope of Project

Provide assessment, reports, and cost estimates for the replacement of all HVAC units in the following facilities. This includes new distribution, if necessary, and clean-air filtration recommendations.

Buildings Included:

Fire Station #3
Corporate Yard
YMCA
Athletic Center
Police Station
City Hall
Library/ ELC

- 1.1 Perform as-built, due diligence research, including on-site if needed.
- 1.2 Document as-built equipment and distribution.
- 1.3 Publish a report with recommended unit and distribution improvements.

1.4 Perform an Opinion of Probable Construction Cost analysis for equipment and installation.

1.5 Administer the schedule and budget.

1.6 **Application Deliverables**

1.6.1 Report for each facility

1.6.2 Cost analysis for each facility

1.7 **Coordination:**

1.7.1 Architect is to coordinate the projects and engineers and represent the owner throughout the project.

2.0 Scope of Services

2.1 STK Architecture, Inc. will act in the capacity of Owner's Architect. Core States Engineering will act as the engineering consultant.

3.0 Schedule

3.1 The Team is available to begin the work immediately.

4.0 Professional Service Fee

4.1 The Professional Service Fee is based on the above Scope of Project and Scope of Services. The terms and conditions of this Fee are as follows:

Engineering Fee	\$16,300
Architectural Coordination and Report Publication	\$ 2,445
TOTAL:	\$18,745

*See attached for engineering breakdown

4.2 Work will be performed and invoices issued on a monthly basis. Invoices will be billed on a time and materials basis, based on total hours expended.

4.2.1 Reimbursable expenses shall also be invoiced monthly based on the costs expended. These costs will be itemized separately from the professional service fee complete with backup.

4.3 The contract for services will be a signed copy of this proposal.

4.4 Insurance: STK maintains general Errors and Omissions Professional Liability Insurance in the amount of \$2,000,000 per occurrence, with an annual aggregate limit of \$2,000,000. CGL limits are \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000. Automobile liability is \$1,000,000. Workmen's Compensation is maintained at statutory requirements of

\$1,000,000. Umbrella policy provides CGL with \$3,000,000 per occurrence and \$3,000,000 annual aggregate. STK will issue an insurance certificate that includes a waiver of subrogation to Workers compensation and add Reading as additional insured.

4.5 This proposal is valid for 60 days.

5.0 Mediation:

- 5.1 Any claim, dispute or other matter in question, except for liens for services, arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.
- 5.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 5.3 If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction of the place where the Project is located.
- 5.4 The Client and STK shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Client and STK waive all claims and causes of action not commenced in accordance with the above.

6.0 Termination or Suspension:

- 6.1 The Client may terminate this Agreement upon not less than seven days' written notice to STK for the Client's convenience and without cause.
- 6.2 In the event of termination, STK shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.
- 6.3 If the Client suspends the Project, STK shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, STK shall be compensated for expenses incurred in the interruption and resumption of STK's services.

- 6.4 If the Client fails to make payments to STK in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at STK's option, cause for suspension of performance of services under this Agreement. If STK elects to suspend services, STK shall give seven days' written notice to the Client before suspending services. In the event of a suspension of services, STK shall have no liability to the Client for the delay or damage caused the Client because of such suspension of services. Before resuming services, STK shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of STK's services.
- 6.5 The fee will be invoiced monthly, based on the work completed, plus any reimbursable expenses. All invoices are payable upon presentation and fully due within 30 days of invoice date. Unpaid invoices, over 30 days' past invoice date, bear interest at the rate of 1.5% per month, or 18% per year. If extra services are required, and approved by the Owner, the following hourly rates would apply:

Principal	\$237/Hr
Associate	171/Hr
Project Manager	149/Hr
Senior Draftsperson	105/Hr
Junior Draftsperson	88/Hr
Administration	66/Hr
Consultants	Cost x 1.15
Reimbursables	Cost x 1.0
Reimb. Agency Fees	Cost x 1.05

Thank you for the opportunity to propose on this project. We look forward to working with you. Should you have any questions, or wish to discuss this Proposal, please give us a call.

If you are in agreement with the content of this proposal, please sign/date and return the proposal to STK Architecture, Inc.

Thank you,

APPROVED AND ACCEPTED



Camille Pulliam Acton
CEO, President
CA License #24181
42095 Zevo Drive, Suite A15
Temecula, California 92590-3780
Phone: 951/296-9110
E-Mail: cacton@stkinc.com

City of Highland, Highland, CA

By: _____

Print Name: _____

Title: _____

Effective Date: July 28, 2021

PROJECT AGREEMENT

CLIENT: STK Architecture, Inc..

CLIENT'S Mailing Address: 42095 Zevo Drive, Suite A15
Temecula, CA 92590

CLIENT'S Contact Name: Camille Acton

CLIENT'S Telephone Number: 951-296-9110

E-Mail for CLIENT'S Contact Person: cacton@stkinc.com

Project Name: City of Highland – Review of Existing HVAC

This Agreement is made as of the Effective Date above between CoreStates, Inc. ("CoreStates") a Georgia corporation and Client a California Corporation. CoreStates and the CLIENT agree as follows:

SCOPE OF SERVICES

The Basic Services to be provided by CoreStates are as set forth in the attached Scope of Services. Services not set forth in the Scope of Services, or specifically itemized as Additional Services, are excluded from the scope of CoreStates' services and CoreStates assumes no responsibility to perform such additional services under this Agreement. If additional work becomes necessary during the course of the project, CoreStates may, at its sole discretion, perform such additional services, but only in accordance with a written contract amendment between the Client and CoreStates setting forth the additional services and fees.

BASIS OF COMPENSATION

The Client shall compensate CoreStates as follows:

For Basic Services, as described and delineated in the Scope of Services, compensation shall be computed as follows:

[TABLE FOR BASIS OF COMPENSATION ON NEXT PAGE]

PHASE	DESCRIPTION	FIXED FEE
	Note: Client to notify CSI prior to start of project.	
100	City Hall	
	Due Diligence Site Visit	\$ 900
	Report and Recommendation	\$ 750
	Opinion of Probable Cost	\$ 600
	Subtotal	\$2,250
200	Corporate Yard	
	Due Diligence Site Visit	\$ 900
	Report and Recommendation	\$ 750
	Opinion of Probable Cost	\$ 600
	Subtotal	\$2,250
300	Fire Station #3	
	Due Diligence Site Visit	\$ 750
	Report and Recommendation	\$ 600
	Opinion of Probable Cost	\$ 450
	Subtotal	\$1,800
400	Athletic Center	
	Due Diligence Site Visit	\$1,050
	Report and Recommendation	\$ 750
	Opinion of Probable Cost	\$ 600
	Subtotal	\$2,400
500	Police Station	
	Due Diligence Site Visit	\$1,300
	Report and Recommendation	\$ 900
	Opinion of Probable Cost	\$ 750
	Subtotal	\$2,950
600	Library	
	Due Diligence Site Visit	\$1,050
	Report and Recommendation	\$ 750
	Opinion of Probable Cost	\$ 600
	Subtotal	\$2,400
700	YMCA	
	Due Diligence Site Visit	\$ 900
	Report and Recommendation	\$ 750
	Opinion of Probable Cost	\$ 600
	Subtotal	\$2,250
	Total Base Fee	\$16,300
	Reimbursable	Cost plus 20%

Compensation for Additional Services, if any, will be at the sole discretion of CoreStates, as provided for in such written contract amendment as agreed upon by and between the Client and CoreStates.

RESPONSIBLE AUTHORITY

The CoreStates authority in charge of this project shall be David Leiffer, PE.

PROJECT DURATION

This Agreement shall commence on the Effective Date above and shall terminate on January 2, 2022. Should CoreStates' services be required beyond that time, CoreStates' compensation for such work shall be subject to renegotiation, provided; however, that compensation shall not be lower than the rates provided in the Project Rates Schedule contained in the attached Scope of Services.

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the commencement date. If this Agreement is signed 60 days or more past the commencement date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and CoreStates.

The hourly rates charged for CoreStates' employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by CoreStates and consistent with CoreStates' overall compensation practices and procedures.

Where lump sum or unit price contracts are signed and the services provided by CoreStates extend beyond a date twelve (12) months after the date of the execution of this Agreement, the quoted prices shall be subject to an increase in accordance with the U.S. Consumer Price Index, using the date of this Agreement as a base. In the event that a lump sum contract or unit price item is partially completed at such time that the lump sum price is to be adjusted, the balance of the lump sum fee still to be billed as of the anniversary date shall be increased based on the U.S. Consumer Price Index as indicated above.

BILLING AND PAYMENT

RETAINER: The Client shall make an initial retainer payment of \$ 0 upon execution of this Agreement. CoreStates will hold and apply this retainer against the final outstanding invoice.

REIMBURSABLE EXPENSES: Client shall pay CoreStates for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, mailings, facsimile transmissions, computer design technology, specialized equipment and laboratory charges, GPS Survey Equipment usage, other costs of acquiring materials specifically for Client and related charges. The reimbursable expenses will be added to each monthly invoice.

INVOICES: CoreStates shall submit invoices monthly and payment in full is due upon presentation. Time shall be billed at a minimum increment of 0.25 hour.

INTEREST: An account will be considered "PAST DUE" if the invoice is not paid in full within thirty (30) calendar days of the invoice date. If any invoice is not paid in full, the Client shall pay as interest an

additional charge of one-and-one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) per month of the PAST DUE amount. Payment after that shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, CoreStates shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by CoreStates in connection therewith.

GOVERNING LAW: The laws of the State of Georgia shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of the State of Georgia or the Federal Court having jurisdiction in the State of Georgia.

INTEGRATION: This Agreement, including all of the provisions attached in Exhibit A, Exhibit B, and Exhibit C, is the entire Agreement between the parties, and no oral or written representation, promise, or statement by any officer, agent, or employee of CoreStates, or Client or any other person, made at any time before or after execution of this Agreement, shall vary the terms of this Agreement.

SUSPENSION OF SERVICES: Once a payment is PAST DUE, Client's non-payment shall be deemed to be a material breach of this Agreement, or in breach of any other contract amendment between client and CoreStates. CoreStates may, thereafter, suspend performance of services at any time; and CoreStates shall have no liability whatsoever to the Client for any costs or damages resulting from such suspension caused by any breach of this Agreement by the Client.

CORESTATES COMPETENCY: Client agrees CoreStates is fully competent to perform the services under this Agreement. Client further agrees CoreStates' personnel is experienced and qualified to perform the services in the Scope of Services and any Additional Services agreed to under this Agreement.

PAYMENT OF INVOICES: Payment of invoices is not subject to unilateral discounting or set-offs by the Client, and payment for actual services rendered is due despite suspension or termination of this Agreement by either party.

SEVERABILITY: If any of the provisions or portion thereof of this Agreement shall be declared invalid by any court of competent jurisdiction, their invalidity shall not affect the remaining provisions of this Agreement, which shall remain fully enforceable by both parties as if the invalid provision or portion thereof did not exist.

HEADINGS: The captions, titles, and Section headings used in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement or any Section or provision in it, unless otherwise stated.

WAIVER: A waiver by either Client or CoreStates of any breach of this Agreement shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other further breach.

NOTICE: Any notice required to be given under this Agreement shall be in writing and either delivered personally, sent by facsimile, email, overnight delivery, express mail, or certified or registered mail,



postage prepaid, return receipt requested, to the respected party at the addresses above if to Client and below if to CoreStates, or to such other addresses as may be provided by amendment to this Agreement.

(a) If to CoreStates:
CoreStates Inc.
201 S. Maple Avenue, Suite 300
Ambler, PA 19002
Attn: Aaron Bodenschatz
Email: abodenschatz@core-states.com

A notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A notice sent by facsimile or email shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Client and CoreStates.

This Agreement entered into as of the Effective Date written above by,

STK Architecture, Inc.

CoreStates, Inc.

Signature _____

By:
Title:

Signature _____

By: David Leiffer, PE
Title: Director of Mechanical Engineering

EXHIBIT A – SCOPE OF SERVICES

July 28, 2021
STK Architecture, Inc.
Camille Acton
CEO / Architect
42095 Zevo Drive, Suite A15
Temecula, CA 92590

RE: City of Highland – Review of Existing HVAC

Dear Mrs. Acton,

CoreStates, Inc. ("CoreStates") is pleased to submit this Scope of Services to STK Architecture, Inc. ("the Client") for providing Professional Services to review existing conditions of HVAC equipment and air distribution for City of Highland buildings including the City Hall, Corporate Yard, Fire Station #3, Athletic Center, Police Station, Library and the YMCA. Our project understanding and scope of services are described below.

PROJECT UNDERSTANDING

The Scope of Services described herein are based upon our understanding of the project and assumptions as follows:

PROJECT DESCRIPTION AND ASSUMPTIONS

The project is a need assessment of 7 sites/buildings operated by City of Highland. The assessment is limited to Heating Ventilation & Air Conditioning (HVAC) systems of the buildings. The list of buildings includes: City Hall, Corporate Yard, Fire Station #3, Athletic Center, Police Station (buildings A and B), Library and YMCA. The phases below will apply to each of the buildings separately.

SCOPE OF SERVICES

The services to be performed by CoreStates will include and be limited to the following:

Phase X00.1 – Due Diligence Site Visit

Visit site and perform visual inspection of existing HVAC system.

1. Visit roof, yard, and other accessible mechanical spaces.
 - 1.1 Visual inspection of exposed ductwork
 - Concealed ductwork will be spot-check by visual inspection with a 10ft ladder. T-bar ceiling tiles will need to be removed.

Phase X00.2 – Report and Recommendations

Provide summary report of findings from site visit and recommendations on HVAC work

2. Report will include discussion on:
 - 2.1 IAQ (indoor air quality)

Phase X00.3 – Opinion of Probable Cost

Provide high level estimate of probable cost for the recommended HVAC scope of work

SERVICES NOT INCLUDED

Any service not expressly stated above shall not be included in this Scope of Services.

1. Engineering design
2. Provide detail information on as-built condition.
 - 1.1 Detail information such as duct sizes that is not obtainable from visual inspection.
3. Live Cycle Cost Analysis
4. Energy Audit
5. Construction estimate

EXHIBIT B – PROJECT RATES SCHEDULE

Our compensation will be (1) an agreed upon lump sum amount; (2) based upon a percentage of construction costs; or (3) determined on the basis of hourly rates for labor shown below. These rates apply for contracts where the fee is based on the number of hours worked on a project, and for additional services provided on any project. The total fee charged will be the number of hours worked times the hourly rate shown below.

Principal	\$275 / hour	Project Engineer	\$160 / hour
Director	\$250 / hour	Project Architect	\$155 / hour
Sr. Program Manager	\$225 / hour	Sr. Project Designer	\$140 / hour
Sr. Project Manager	\$195 / hour	Project Designer	\$130 / hour
Sr. Project Engineer	\$180 / hour	Interior Designer	\$130 / hour
Sr. Project Architect	\$175 / hour	Permit Expeditor	\$115 / hour
Sr. Interior Designer	\$160 / hour	Project Coordinator	\$105 / hour
Program Manager	\$180 / hour	Administrative	\$90 / hour
Project Manager	\$170 / hour		

Mileage (* billed at the current IRS established rate) \$0.58 / mile*

Subconsultant Services	Cost + 20%
Reimbursable Expenses	Cost + 20%
Travel (non-mileage)	Cost + 20%

Payment Terms

Invoices will be submitted once per month and are payable 30 days from the invoice date. Accounts remaining unpaid after 30 days will be subject to a 1.5% service charge per month. Collection fees including liens and attorney's fees, as may be required, will be added to the account.

Insurance

CoreStates maintains insurance coverage pursuant to CoreStates' Certificate of Insurance. Such Certificate of Insurance may be made available to SUBCONSULTANT per request in writing.

EXHIBIT C - ADDITIONAL TERMS AND CONDITIONS

APPLICABLE STANDARD OF CARE

The standard of care for services performed or furnished by CoreStates under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality based on facts and information available at the time services are provided.

INSURANCE

CoreStates shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

CONSTRUCTION OBSERVATION SERVICES

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

A. During the project construction phase, CoreStates shall consult with and advise Client and act as Client's representative as provided in the Scope of Services provided in CoreStates' proposal. The extent and limitations of the duties, responsibilities and authority of CoreStates outlined in the Scope of Services provided in CoreStates' Proposal shall not be modified, except as CoreStates and Client may otherwise agree in writing.

B. CoreStates services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. CoreStates shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall CoreStates have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CoreStates neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes design services, but does not include construction phase services, then the following provisions shall apply:

A. It is understood and agreed that CoreStates' services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for any interpretation of the Contract Documents or construction observation and supervision performed by others and expressly waives any claims against CoreStates that may be in any way connected thereto.

B. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold CoreStates harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by CoreStates.

C. If the Client requests in writing that CoreStates provide any specific construction phase services and if CoreStates agrees in writing to provide such services, CoreStates shall be compensated in accordance with the written Agreement between the Client and CoreStates.

INDEMNIFICATION

CoreStates agrees, subject to the provisions herein, to indemnify, defend, and hold the Client harmless from any damage, liability or cost to the extent caused solely by CoreStates' negligent acts, errors or omissions in the performance of professional services under this Agreement. CoreStates is not obligated to indemnify the Client for the Client's own negligence.

In consideration thereof, the Client agrees to indemnify, defend, and hold CoreStates harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

LIMITATION OF LIABILITY

Upon the review and advice of their respective attorneys or authorized agents, Client and CoreStates recognize and agree that CoreStates' liability for any and all claims or actions, regardless of how arising, shall be limited to the total sum of \$50,000.00, or CoreStates' total fee for services rendered on this project, whichever is less. Client hereby releases CoreStates from any liability above such amount. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.

In no event shall CoreStates be liable for any incidental, indirect or consequential damages, including commercial loss, or lost profits resulting from any Service furnished under this Agreement.

The parties to this Agreement agree that CoreStates' services rendered in connection with this project shall not subject CoreStates' individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that, as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CoreStates, a Georgia corporation, and not against any of CoreStates' employees, officers or directors.

OWNERSHIP AND REUSE OF DOCUMENTS

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by CoreStates pursuant to this Agreement (collectively "Documents") are and shall remain the property of CoreStates as instruments of service with respect to this Agreement. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any modification or reuse of the Documents without the express written approval of CoreStates will be at the Client's sole risk and without liability or legal exposure to CoreStates. The Client shall indemnify, defend and hold harmless CoreStates from and against any claims, damages or losses, including attorney's fees and costs, arising out of or resulting from the unauthorized reuse or modification of such Documents.

CoreStates grants to the Client and only the Client a non-exclusive, non-assignable and non-transferable license to reproduce, distribute and display the Documents, to the extent necessary for the Client to undertake construction and/or perform other acts that are all collectively required to construct the project. CoreStates shall retain all common law, statutory and other reserved rights to the Documents, including the copyright thereto. Both the Client and CoreStates agree that none of the services or Documents provided by CoreStates are "works made for hire" as defined in the Copyright Act.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of such fault or whether such fault arose as a result of the acts, errors and/or omissions of the Client or CoreStates, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use or profit.

DELAYS

CoreStates shall not be responsible for delays caused by factors beyond CoreStates' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client or the Client's contractors and consultants of any level. When such delays beyond CoreStates' reasonable control occur, the Client agrees that CoreStates shall not be liable for damages, nor shall CoreStates be deemed to be in default of this Agreement.

OVERTIME SERVICES

For professional services billed on an hourly basis, CoreStates shall bill all overtime services performed by hourly wage earners (non-exempt employees) at one and one half (1.5) times the standard hourly rate.

OPINIONS OF PROBABLE COST

In reviewing CoreStates' opinions of probable construction cost, the Client understands that CoreStates has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided by CoreStates based solely upon CoreStates' qualifications and experience. CoreStates makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS MATERIALS

If the Scope of Services for this Agreement does not include services related to hazardous materials, then the following provision shall apply:

It is acknowledged by both parties that CoreStates' scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event that CoreStates or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of CoreStates' services, CoreStates may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to CoreStates posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CoreStates, its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of CoreStates.

TOPOGRAPHIC MAPPING

If the Scope of Services for this Agreement includes topographic mapping, then the following provisions shall apply:

CoreStates shall perform the work necessary to produce the required topographic mapping and/or shall retain an independent subconsultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. CoreStates' sole responsibility and liability with regard to the accuracy or completeness of the topographic mapping is limited to the correction of any inaccurate mapping information, and this shall be the Client's sole remedy related to

the adequacy or accuracy of the topographic mapping and any information derived from that data.

If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be provided by CoreStates, the topographic survey shall be limited to the extent of the information provided by the Client or others. CoreStates shall not be responsible for any unknown conditions not identified in the information provided to CoreStates or any unknown condition beyond the reasonable scope of the information obtained as a result of any testing, test pit excavations, boring, or samples taken by CoreStates.

EARTHWORK ANALYSIS

In reviewing CoreStates' earthwork analysis, calculations, reports or opinions, the Client understands that CoreStates' data is based on the topographic mapping used as a Base Map for plan preparation and that such topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that due to earthwork differences that result from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction methods, soil conditions, earthwork calculation methods, soil volume calculation methods and other factors, some of which are unique to each contractor and construction site, it is not possible to definitively predict quantities that will ultimately be determined to be associated with a particular project. Earthwork data provided by CoreStates is provided to assist the client in understanding the general earthwork requirements. Since some degree of uncertainty may still exist, CoreStates' sole responsibility and liability with regard to the accuracy or completeness of the earthwork analysis is limited to the correction of any inaccurate information. To determine actual quantities and costs associated with required earthwork, the client must solicit actual construction bids from qualified contractors and must require such contractors to determine existing topographic conditions, subgrade conditions, construction plans and procedures.

NON-SOLICITATION

Client agrees that it shall not, during the term of any contract with CoreStates and for a period of twenty four (24) months thereafter either directly or indirectly solicit, approach, counsel or induce or attempt to induce any employee of CoreStates to terminate his/her employment with CoreStates for the purposes of entering into an employment relationship with Client. The term "Client" as used herein includes any of Client's affiliated, subsidiary or related business entities.

Client agrees that the non-solicitation restriction contained in this Agreement is, in view of the nature of the business and operations of CoreStates reasonable and necessary to protect the legitimate interests of CoreStates and that any violation of this provision will result in immediate and irreparable injury to CoreStates. Therefore, Client hereby agrees that, in the event of any breach or threatened breach of the terms and conditions of this provision of this Agreement by the Client, CoreStates' remedies at law will be inadequate and, in such event, CoreStates shall be entitled to commence an action for preliminary and

permanent injunctive relief, damages, and any other equitable or monetary relief (including attorneys' fees) in any court of competent jurisdiction to protect CoreStates' interests as a result of said violation.

JURISDICTIONAL STATEMENTS

Florida: Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.

Texas: The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Board's current mailing address and telephone number are TBAE P.O. Box 12337, Austin, TX 78711 and Tel. 512-305-9000.

SURVIVAL

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CoreStates under this Agreement or the termination of this Agreement for any reason.

ENTIRE CONTRACT

This Agreement (consisting of (1) Project Agreement and Conditions, (2) Scope of Services, (3) Project Rates Schedule, and (4) Additional Terms and Conditions) comprises the final and complete Agreement between the Client and CoreStates. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and CoreStates.

To the extent Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.