

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 13.2  
(ID # 21245)

**MEETING DATE:**  
Tuesday, March 14, 2023


**FROM :** Regional Parks and Open Space District:

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Professional Service Agreement with Architectural Resources Group for the Trujillo Adobe Preservation Plan; CEQA Exempt; District 1. [\$90,000 Total Cost - CA State Parks Grant 100%]

**RECOMMENDED MOTION:** That the Board of Directors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 & 15311;
2. Approve the Professional Service Agreement with Architectural Resources Group for the Trujillo Adobe Preservation Plan with a maximum total amount of \$90,000;
3. Authorize the Chairman of the Board of Directors to execute the same on behalf of the Regional Park and Open-Space District (RivCoParks);
4. Authorize the General Manager to execute future amendments and make ministerial changes to the Agreement, as approved by County Counsel, that do not change the intent or purpose of the Agreement; and
5. Direct the Clerk of the Board to return (3) copies of the executed Agreement to the RivCoParks.

**ACTION:Policy**


  
Kyla R. Brown, General Manager 3/1/2023

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Washington, seconded by Director Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Gutierrez  
Nays: None  
Absent: Perez  
Date: March 14, 2023  
xc: Parks, District

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 45,000	\$ 45,000	\$ 90,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> CA State Parks Grant SG-33-015 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 22/23 – 23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Trujillo Adobe is a historic landmark located in the Northside neighborhood of the City of Riverside that dates to the early 1860s. Currently in ruins, the adobe is protected from the elements by a plywood-framed wood shelter. Riverside County Regional Park and Open-Space District (The District) owns and is committed to restoring the Trujillo Adobe. The intended purpose of treatment and restoration is to protect the local and county historic landmark.

On June 29, 2022, the District released a request for proposals from qualified bidders with experience in historic preservation and conservation to provide a plan that outlines existing conditions and lays out steps for future restoration/preservation efforts, including cost estimates for such work. Four (4) proposals were received and deemed responsive. Architectural Resources Group was determined to be the lowest responsive bidder.

The Professional Services Agreement has been approved as to form by the Office of County Counsel.

**Impact on Residents and Businesses**

Historic preservation is an important way to transmit understanding of the past to future generations. Preservation of the Trujillo Adobe will ensure that this key piece of rich history of Riverside County

**Additional Fiscal Information**

Preservation planning, as well associated future restoration and expansion efforts are 100% funded by Specific Grant SG-33-015 from California State Parks, Office of Grants and Local Services.

**ATTACHMENTS**

Professional Services Agreement

  
Jason Farin, Principal Management Analyst 3/7/2023

  
Ronak Patel, Deputy County Counsel 3/6/2023

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**PRESERVATION PLAN FOR RIVERSIDE TRUJILLO ADOBE**

**between**

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**

**and**

**ARCHITECTURAL RESOURCES GROUP**



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This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between ARCHITECTURAL RESOURCES GROUP, Inc., a California corporation (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a political subdivision of the State of California, (herein referred to as "DISTRICT"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, Exhibit C, Staffing Plan and Exhibit D, Gantt Chart to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through May 31, 2023 with the option to renew for two (2) additional one (1) month increments, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the DISTRICT for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by DISTRICT to CONTRACTOR shall not exceed \$90,000.00 including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no

obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District

Attn: Finance

4600 Crestmore Road, Jurupa Valley, CA 92509

OR: Email invoices to Parks-Finance@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PKARC-PSA-0004735); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.4** After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## **6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

## **7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in



any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

## **8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

## **9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days

after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

**9.6** CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**16. Confidentiality**



**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**DISTRICT**

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**CONTRACTOR**

ARCHITECTURAL RESOURCES GROUP  
360 E. 2<sup>nd</sup> Street, Suite 225  
Los Angeles, CA 90012

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.



3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


**23.12** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.




IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT**, a political  
subdivision of the State of California

By:   
Chuck Washington  
Chairman, Board of Directors

Dated: 3/14/23

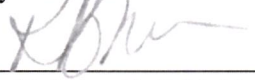
**ARCHITECTURAL RESOURCES GROUP**

By:   
Katie Horak  
Managing Principal

Dated: 2/27/23

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**  
By:   
**DEPUTY**

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Kristine Bell-Valdez  
Deputy County Counsel

**EXHIBIT A - SCOPE OF SERVICES**

1. CONTRACTOR shall provide conceptual drawings and/or renderings which will detail two alternatives, to be developed in consultation with the DISTRICT.
  - 1.1. CONTRACTOR's first conceptual drawing shall be more of a conservative preservation approach for the site, which shall seek to:
    - 1.1.1. Stabilize the existing adobe structure;
    - 1.1.2. Provide upgrades for site access,
    - 1.1.3. Parking,
    - 1.1.4. Public use; and
    - 1.1.5. Present and interpret the adobe in a manner befitting its historical stature,
      - 1.1.5.1. Including improved shelter,
      - 1.1.5.2. Signage, etc.
    - 1.1.6. CONTRACTOR's second conceptual drawing shall be more inclusive vision, in line with the City of Riverside's Northside Specific Plan for a Trujillo Adobe Heritage Village (TAHV) but will also be realistic in what can be provided for the amount of funding available.
2. CONTRACTOR shall complete all services using Professional Standards:
  - 2.1. CONTRACTOR shall meet the Secretary of the Interior's "Professional Qualifications Standards" (36 CFR Part 6) in the fields of Architecture and/or Architectural History.
3. CONTRACTOR's work shall be based on the following standards and recommended approaches:
  - 3.1. Project team members shall meet 36 CFR Part 61 "Professional Qualifications Standards" of the Secretary of the Interior Standards;
  - 3.2. Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings;
  - 3.3. The Preparation and Use of Historic Structure Reports, Preservation Brief 43;
  - 3.4. The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation.
4. CONTRACTOR's Deliverables:
  - 4.1. CONTRACTOR shall provide one (1) electronic copy to the DISTRICT of a Historic Structure Report on the Trujillo Adobe, to be submitted for review at 30%, 60%, 90%, and 100% completion.
  - 4.2. Bidder shall provide two (2) copies of measured drawings to the DISTRICT that produced for the Trujillo Adobe, to be submitted at 30%, 60%, 90%, and 100% completion.
  - 4.3. For format of Historical Structure Report (HSR), see below:
5. Appendix 1 HSR:
  - 5.1. CONTRACTOR shall provide content and organization of Historic Structure Report for the Trujillo Adobe. The requested Historic Structure Report for the Trujillo Adobe should include:

- 5.1.1. Cover page
- 5.1.2. Table of contents
- 5.1.3. Introduction
- 5.1.4. Methodology discussion
- 5.1.5. Executive summary
- 5.1.6. Acknowledgements
- 5.1.7. Project data (including applicable building code information)

5.2. CONTRACTOR shall provide Architectural History:

- 5.2.1. Physical description (including site, building, and major interior spaces)
- 5.2.2. Detailed existing condition description of the individual exterior material components.
- 5.2.3. Room-by-room descriptions, including documentation of features, finishes, and materials and detailed identification of areas of deterioration and repairs for floors, walls, ceilings, doors, windows, trim, fireplaces, and other architectural features.

5.3. CONTRACTOR shall provide Historical Background and Context:

- 5.3.1. Building History (including major repairs, modifications, additions, renovations, alterations, or restorations)
- 5.3.2. Chronology of development and use, including discussion of current uses
- 5.3.3. Discussion of proposed adaptive uses
- 5.3.4. Evaluation of Significance
- 5.3.5. Physical Recordation of Building
- 5.3.6. Photographs. Digital photographs recording the building shall be made of the site and setting, all exterior elevations and significant architectural details, and all interior spaces and significant architectural features. Photographs should be submitted as .tiff files All new photographs to be at least 4 megapixels in size, 1200 x 1600 pixels, 300 ppi resolution, full color, and saved as .tif files.
- 5.3.7. Measured drawings (to include all exterior elevations, floor plans, and roof plan, and four interior wall elevations). Please provide two cost alternatives: 1) Drawings produced in Autocad which will be provided to the owner upon completion of the project; and 2) Drawings produced in Revit to a minimum level of design as specified as level 300 in AIA Document G202 – 2013, Project Building Information Modeling Protocol Form, and the model will be provided to the owner upon completion of the project. Owner will provide copies of all available architectural drawings.
- 5.3.8. Additional visual information. All historic photographs to be scanned at 100% size, 300 ppi. If image measures less than 5" x 7", increase resolution to 600 ppi. All drawn art (including maps) should be scanned at 100% size, 1200 ppi. If image measures less than 5" x 7", increase resolution to 2400 ppi. All historic architectural drawings should be scanned at 100% size, 300 ppi. Contemporary architectural drawings should be saved at 100% size, 300 ppi.

6. CONTRACTOR shall provide Condition Assessment:

- 6.1.1. Detailed analysis of exterior and interior architectural features and finishes, with prioritized recommendations for conservation.

- 6.1.2. Building code analysis, to include analysis of existing conditions and prioritized recommendations to address any issues.
- 6.1.3. Accessibility analysis, to address ADA compliance in the building, to include analysis of existing conditions and prioritized recommendations to address any issues.
- 6.1.4. Multi-year preventative maintenance schedule, to include exterior, interior, building systems, energy efficiency, and monitoring.
- 6.1.5. All repair recommendations to be presented as individual chapters, and to be summarized into a single table organized by priority. Each repair recommendation will be accompanied by a cost estimate.
- 6.1.6. All recommendations must be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, consider the potential impact of recommended treatments, and avoid significantly altering the property's historic character and context.

7. CONTRACTOR shall provide Treatment and Work Recommendations:

- 7.1.1. Discuss historic preservation objectives, and how scope of work addresses these objectives.
- 7.1.2. Develop a scope of work consistent with prioritized recommendations for work.
- 7.1.3. Provide cost estimates for each work item.
- 7.1.4. Recommend any additional services necessary to provide information important for an informed restoration project.

8. CONTRACTOR shall provide References that include the following:

- 8.1.1. Bibliography
- 8.1.2. Appendices
- 8.1.3. Supplemental record of work performed (if work is undertaken during report period)



**EXHIBIT B - PAYMENT PROVISIONS**

Costs for services provided shall be all inclusive for each work component/test necessary to complete the proposed work. Costs shall be all inclusive and shall include, but not limited to, reimbursables, phone calls, reproduction beyond those identified herein, meetings beyond those listed herein (unless requested by the District), travel, mileage, lodging, materials, printing, mailing, faxing, indirect expenses, individual expenses, overhead, payroll, etc. The District will not be responsible for reimbursing CONSULTANT for any charges not included in the Cost Summary that are incurred in securing these requirements and services. In the event the CONSULTANT anticipates the potential need to perform services beyond those set forth herein, with additional funding needed, the CONSULTANT shall notify the District’s Project Manager and Purchasing Division in writing allowing a minimum of two (2) weeks for the District to consider further action.

District shall approve in wiring additional fees when the CONSULTANT demonstrates that the scope of work has been increased beyond what was originally described herein.

Table 1		
#	General Elements	Total Cost
1	Document existing physical information and evidence about the Trujillo Adobe	\$9,200.00
2	Assess and document existing condition of the Trujillo Adobe	\$19,000.00
3	Recommend approach to conservation treatment, restoration & use of the Trujillo Adobe	\$13,000.00
4	Provide maintenance schedule	\$5,000.00
5	Provide a scope of work for future restoration, with cost estimates	\$5,000.00
	Total:	\$51,200.00

DISTRICT shall pay CONTRACTOR 50% of each Deliverable upon receipt of the 60% of the draft, and the remaining 50% will be paid by the DISTRICT upon final acceptance of the plan.

Table 2		
#	Deliverable	Total Cost
1	Historic Structure Report on the Trujillo Adobe	\$28,300.00
2	Two (2) copies of measured drawings produced for the Trujillo Adobe	\$500.00
3	Total:	\$28,800.00
	Total Table 1 & Table 2:	\$80,000.00

The DISTRICT shall not compensate CONTRACTOR for expenses referred to in the trade as “reimbursables.” The DISTRICT will not compensate CONTRACTOR for the following items: long distance phone calls; travel mileage; reproduction costs beyond those identified in this document; meetings beyond those listed unless requested by the DISTRICT; or, computer time to scan documents provided by the DISTRICT.

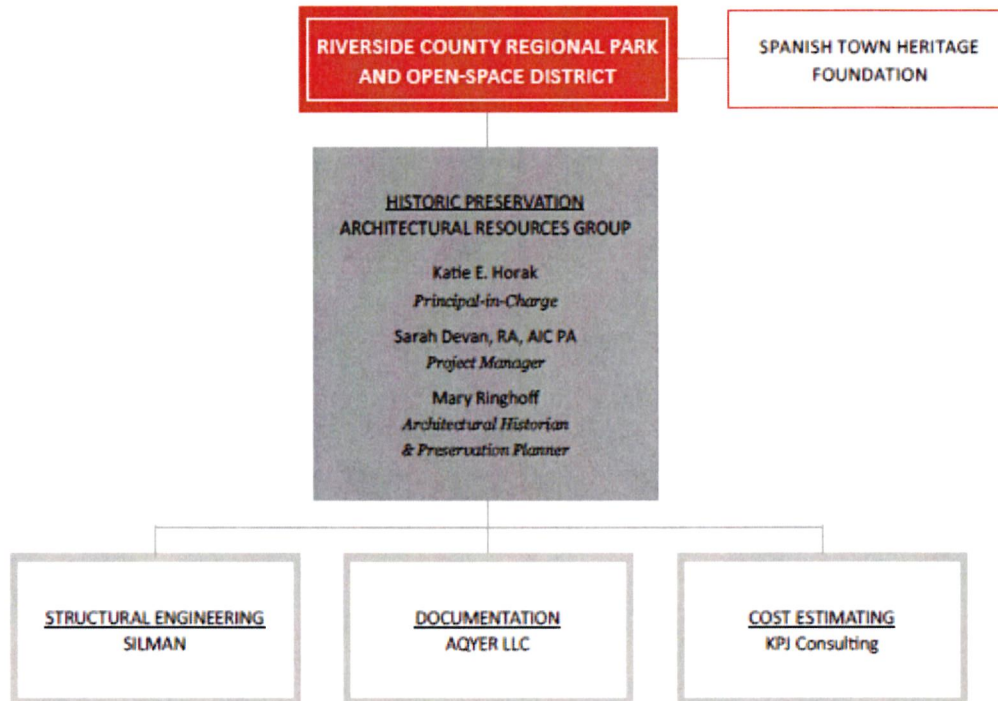


Cost Alternatives		
#	Deliverable	Total Cost
1	Drawings produced in AutoCad which will be provided to the owner upon completion of the project.	\$5,000.00
2	Drawings produced in Revit to a minimum level of design as specified as level 300 in AIA Document G202 – 2013, Project Building Information Modeling Protocol Form, and the model will be provided to the owner upon completion of the project. Owner will provide copies of all available architectural drawings.	\$5,000.00

#	Title	Unit Price	Unit of Measure
1	Principal	\$250.00	Hourly
2	Senior Project Manager	\$200.00	Hourly
3	Project Manager	\$180.00	Hourly
4	Senior Architect	\$180.00	Hourly
5	Senior Designer	\$165.00	Hourly
6	Senior Historian / Planner	\$165.00	Hourly
7	Senior Conservator	\$165.00	Hourly
8	Architect	\$165.00	Hourly
9	Designer	\$145.00	Hourly
10	Historian/Planner	\$145.00	Hourly
11	Conservator	\$145.00	Hourly
12	Junior Architect	\$135.00	Hourly
13	Junior Designer	\$135.00	Hourly
14	Junior Historian/Planner	\$135.00	Hourly
15	Junior Conservator	\$135.00	Hourly
16	Intern	\$100.00	Hourly
17	Administrative Personnel	\$90.00	Hourly

**EXHIBIT C - STAFFING PLAN**

ORGANIZATIONAL CHART



**PROJECT TEAM**

ARG has assembled a team that provides the expertise in historic structures and design needed to meet RivCoPark's goals. Our team members have experience with adobe structures and they look forward to bringing their competence and ingenuity to this project. Full team resumes are on the following pages.

**PRIME CONSULTANT**

**HISTORIC PRESERVATION**  
*Architectural Resources Group*

360 E. 2nd Street, Suite 225  
Los Angeles, CA 90012  
626.583.1401  
<https://www.argcreate.com/>

Type of Organization: C-Corporation

**Katie Horak**

*Title: Principal*  
*Project Role: Principal-in-Charge*  
*Primary Location: Los Angeles, CA*  
*Time Dedicated to Project: 100%*  
*Licensure: N/A*

Katie will provide overall start-to-finish team leadership. She will manage the contract and be accountable to RivCoParks for achieving project objectives. An Architectural Historian and Preservation Planner, Katie has nearly 20 years of strategic planning experience for historic properties, with a particular focus on assessing conformance with the *Secretary of the Interior's Standards*.

**Sarah Devan, RA, AIC PA**

*Title: Senior Associate*  
*Project Role: Project Manager*  
*Primary Location: Los Angeles, CA*  
*Time Dedicated to Project: 100%*  
*Licensure: N/A*

Sarah will coordinate day-to-day project and scheduling needs among the client, the consultant team, and stakeholders. Sarah is an architect and conservator with experience on numerous restorations and rehabilitations of prominent historic structures.

**Mary Ringhoff, RPA**

*Title: Senior Associate*  
*Project Role: Architectural Historian and Preservation Planner*  
*Primary Location: Los Angeles, CA*  
*Time Dedicated to Project: 100%*  
*Licensure: N/A*

Mary will lead the effort to conduct historical background research, complete the building description, provide the building history/chronology of development and use, and evaluate the building for significance. She has combined expertise in historic structures reports, historic resource assessments, technical writing, and archaeological and architectural documentation.

**SUBCONSULTANTS**

**STRUCTURAL ENGINEERING**

*Silman*

707 Wilshire Blvd, Suite 4900  
Los Angeles, CA 90017  
213.775.1800  
<https://www.silman.com>

Type of Organization: Professional Limited Liability Company

Founded in 1966, **Silman** is a structural engineering firm with special expertise in the engineering of historic buildings; the firm has consulted on more than 400 registered landmark buildings. Experience with both historic and modern structures has taught its engineers which technologies work best; they understand both new and old construction, are well versed in the use of all materials, and are willing to create new systems.

**Kirk Mettam, SE**

*Title: Principal*  
*Project Role: Principal-in-Charge*  
*Primary Location: California and Washington*  
*Time Dedicated to Project: 5%*  
*Licensure: N/A*

As Principal in Charge, Kirk will facilitate top-level communication and contract negotiation. He will be involved in high-level project planning including evaluation of structural systems and will help steer the direction of structural deliverables based on project milestones.



**Nathan Hicks, SE**

*Title: Senior Associate  
Project Role: Project Manager  
Primary Location: Los Angeles, CA  
Time Dedicated to Project: 20%  
Licensure: Structural Engineer, California: #CS6767; Earned 2/7/1997, Expires 6/30/2023*

As project manager, Nathan will act as the day-to-day contact on behalf of Silman. He will work on coordinating the scope and schedule with the agency, architect and other engineers in accordance with the guidelines of the project.

**Melvyn Green**

*Title: Preservation Consultant  
Project Role: Preservation Consultant  
Primary Location: Los Angeles, CA  
Time Dedicated to Project: 15%  
Licensure: Civil and Structural Engineer, California; Earned 8/27/1964, Expires 3/21/2023*

As preservation consultant, Mel will provide oversight in the form of quality assurance and quality control to maintain communication and consistency throughout the project's duration. With over 60 years of historic structures expertise, Mel will help review drawings, calculations and documents to ensure high-level performance and project completion.

**DOCUMENTATION**

**AQYER**

2627 Mission Street, #9  
San Marino, CA 91108  
626.656.5084  
<https://www.aqyer.com/>

Type of Organization: Limited Liability Company; certified Small Business Enterprise

The 3D measurement and digital documentation of the Trujillo Adobe will be conducted by **AQYER** with the intent of developing accurate, detailed working drawings of the historic resource. AQYER is a technology consulting firm, serving the AEC community with a particular focus on historic preservation.

**Alan White**

*Title: Partner  
Project Role: Documentation Consultant  
Primary Location: San Marino, CA  
Time Dedicated to Project: 30-100%  
Licensure: N/A*

Alan White will be overseeing and performing the majority of the data acquisition, processing, and analysis for the project.

**COST ESTIMATING**

**KPJ Consulting**

3461 Rosewood Ave  
Los Angeles, CA 90066  
213.800.1568  
<http://www.kpjconsultingusa.com/>

Type of Organization: Limited Liability Company

Cost estimating services will be provided by Jacqueline Chan of **KPJ Consulting**. KPJ Consulting has provided cost estimates on numerous ARG projects, including the conditions assessment for the Cornelia White House, Fontana Woman's Club feasibility study, and the conditions assessment for the Doctors House Museum and Gazebo.

**Jacqueline Chan**

*Title: President  
Project Role: Senior Cost Manager  
Primary Location: Los Angeles, CA  
Time Dedicated to Project: Approx. 90%  
Licensure: N/A*

In her role as a Senior Cost Manager for design teams, Jacqueline is especially skilled providing accurate budgets at the early programming and conceptual phases of a project. She achieves that through early advice during design phase and create functional solutions to meet budget expectations.

**EXHIBIT D - GANTT CHART**

**WORK PLAN AND PROJECT SCHEDULE**

Our proposal for the Trujillo Adobe Preservation Plan includes the following elements/tasks:

**Task 1. Kick-Off Meeting**

- Coordinate a kick-off meeting with City representatives and project stakeholders to finalize project goals, scope, timeline, and benchmarks. The kick-off meeting will be held either in person or via video conference, depending on client preference.
- Obtain previous reports, historic photos, maps, drawings, and other applicable background materials from the client. These materials will aid the consultant team in understanding the development history of the project site.

**DELIVERABLE:** Kick-off meeting minutes, finalized schedule, and executed agreement.

**SCHEDULE:** Week 1

**Task 2. Site Analysis, Recordation, and Research**

- Conduct a site visit to perform a detailed conditions assessment, document existing conditions, and collect field measurements (ARG and sub-consultant team). Existing conditions will be extensively documented with written notes, digital photographs, and field measurements, which will be incorporated into the HSR.
- ARG’s documentation consultant, Aqyer LLC, will record the site through photogrammetry. They will provide rectified orthographic photographs of each wall of the adobe (interior and exterior) for use in as-built drawings. They will also provide point cloud data for ARG to prepare a Revit model of the building and protective enclosure.
- Review existing site documentation provided by the client; conduct additional primary and secondary source research if needed to understand the history and significance of the site.
  - ARG assumes that relevant background information, including the national register nomination (currently being prepared), will be provided for our use.

- Develop a narrative architectural description that identifies character-defining features.
- Prepare a development chronology that identifies major events in the property’s development history and inventories major alterations.

**DELIVERABLE:** N/A

**SCHEDULE:** Weeks 1-4

**Task 3. As-Built and Concept Drawings**

- Review current ADA standards, the California State Historical Building Code, and other pertinent statutes and guidelines relating to potential future use of the project site and historic building.
- Produce as-built measured drawings of the project site to be included in the HSR. This will likely include a site plan, building floor plan, exterior and interior elevations (incorporating orthographic images), and other relevant details to inform the HSR.
  - ARG assumes that the client will provide a site survey, including boundary information, topography, structures and trees. This survey will be used in the preparation of an as-built site plan and for conceptual drawings (see below).
- Prepare diagrammatic concept drawings to visually convey strategies for future use, including ADA/accessibility, use of site, and code compliance requirements for the property. Diagrammatic concepts to include a minimum of two alternatives, including a preservation approach and a rehabilitation or reconstruction approach. Both alternatives will meet the Secretary of the Interior’s Standards, and will provide a vision for future public access and site interpretation.

**DELIVERABLE:** As-built and concept drawings, to be incorporated into draft HSR

**SCHEDULE:** Weeks 5-8



**Task 4. First Draft, Historic Structure Report**

- Prepare an HSR based on field observations and research. The draft HSR will be developed in accordance with best professional practices as enumerated in Preservation Brief 43: The Preparation and Use of Historic Structure Reports, as well as guidance from the California Office of Historic Preservation. It will include a summary of significance and period of significance, a detailed physical description, a chronology of development and use, identification of character-defining features and spaces, an analysis of existing conditions, selection of appropriate treatment approach(s), and conservation treatment recommendations. A multi-year preventative maintenance schedule will also be included.
- Compile the findings of the sub-consultant's reports into the draft HSR.
- Coordinate with cost estimator to provide estimated costs for rehabilitation and maintenance tasks in the draft HSR. Cost estimate drafts to be provided at 90% and Final Report.
- Submit drafts of the HSR for client review at the 30%, 60% and 90% completion stages, and meet with the City and stakeholders to discuss their comments. The meetings may be held either in person or via video conference, depending on client preference.

**DELIVERABLE:** Draft Historic Structure Reports at 30%, 60%, and 90% completion (Report in PDF format and two hard copies of drawings)

**SCHEDULE:** Weeks 5-12. Submit 30% Draft at Week 5; 60% at Week 8; 90% at Week 12.

**Task 5. Final Draft, Historic Structure Report**

- Prepare a final draft of the HSR that incorporates feedback from the client and stakeholders.

**DELIVERABLE:** Final draft Historic Structure Report (PDF format, unless otherwise requested)

**SCHEDULE:** Submit Week 14

**Task 6. Other Services**

- Collect and scan additional visual information for the project record, including but not limited to, historic photographs, maps, drawn art, historic and contemporary architectural drawings. Scan data to be as follows:
  - Historic photographs to be scanned at 100% size, at 300 ppi. If image measures less than 5" x 7", the resolution will be increased to 600 ppi.
  - All drawn art, including maps, to be scanned at 100% size, at 1200 ppi. If image measures less than 5" x 7", the resolution will be increased to 2400 ppi.
  - All historical architectural drawings to be scanned at 100% size, at 300 ppi.
  - All contemporary architectural drawings to be saved at 100% size, at 300 ppi.

**DELIVERABLE:** CD-Rom of scanned images and other report data

**SCHEDULE:** Week 14, with final report

