

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



ITEM: 13.1
(ID # 23427)

MEETING DATE:
Tuesday, November 07, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN SPACE DISTRICT: Approval of Amended and Restated Professional Service Agreement with Architectural Resources Group for the Trujillo Adobe Preservation Plan; Nothing Further Required Pursuant to CEQA; District 1. [\$102,500 Total Cost - CA State Parks Grant 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because the project was previously found to be categorically exempt on March 14, 2023 [Board Agenda Item No. 13.2];
2. Approve the Amended and Restated Professional Services Agreement between the Riverside County Regional Park and Open-Space District ("District") and Architectural Resources Group (ARG);
3. Authorize the Chair of the District's Board of Directors to execute the Amended and Restated Professional Services Agreement on behalf of the District; and,
4. Direct the Clerk of the Board to return two (2) executed originals of the Amended and Restated Professional Services Agreements to the District.


ACTION: Policy


Kyla R. Brown, General Manager 10/30/2023

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Gutierrez
Date: November 7, 2023
xc: Parks

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$102,500	\$ 0	\$102,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 33100 CA State Parks Grant – 100%			Budget Adjustment:	No
			For Fiscal Year:	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 (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 March 14, 2023, the Board approved the Professional Services Agreement with Architectural Resources Group (ARG) for the Adobe Preservation Plan. Although the Original Agreement, by its terms, expired on July 31, 2023, ARG has continued to provide the services set forth in Exhibit "A" of the Original Agreement. The District and ARG desire to amend and restate the Original Agreement to extend the period of performance through June 30, 2024.

Additionally, the District has identified the need for services relating to the completion and submission of the draft in-progress National Register nomination for the Trujillo Adobe. ARG has provided a cost estimate in the amount of \$12,500 for this work. The District wishes to incorporate this scope into the Amended and Restated Professional Services Agreement.

Amended and Restated Professional Services Agreement has been approved as to form by 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.

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

ATTACHMENTS

1. Amended and Restated Professional Services Agreement
2. ARG Proposal for National Register Nomination


Douglas Cordonez Jr. 11/1/2023


Aaron Gettis, Deputy County Counsel 10/31/2023

FIRST AMENDED AND RESTATED

PROFESSIONAL SERVICES AGREEMENT

For TRUJILLO ADOBE PRESERVATION PLAN

PKARC-PSA-0004735

This First Amended and Restated Professional Services Agreement (herein referred to as "Agreement") is made and entered as of the date of the last signature on the signature page of this Agreement by and between ARCHITECTURAL RESOURCES GROUP (herein referred to as "CONSULTANT"), and the RIVERSIDE DISTRICT REGIONAL PARK AND OPEN-SPACE DISTRICT, herein referred to as "DISTRICT").

WHEREAS, Government Code Section 31000 et seq. authorizes the DISTRICT to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, DISTRICT and CONSULTANT have entered into that certain Professional Services Agreement for the TRUJILLO ADOBE PRESERVATION PLAN, executed **MARCH 14, 2023**, (herein referred to as "Original Agreement") in order for CONSULTANT to perform all services and other activities necessary to preservation planning as described in further detail of Exhibit "A"; and

WHEREAS, although the Original Agreement, by its terms, expired on **MAY 31, 2023**, CONSULTANT has continued to provide the services set forth in Exhibit "A" of the Original Agreement through the date of this Agreement; and

WHEREAS, DISTRICT and CONSULTANT desire to amend and restate the Original Agreement to extend the period of performance through June 30, 2024; and

WHEREAS, as a result of the CONSULTANT's work, the DISTRICT has identified a need for assistance in completing the National Register nomination for the Trujillo Adobe to support continued preservation of the site; and

WHEREAS, CONSULTANT has provided a cost estimate to complete National Register nomination for the Trujillo Adobe, described in further detail in Exhibit "B", and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein; and

WHEREAS, upon the execution of this Agreement, the Original Agreement shall be superseded and replaced.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary for preservation planning as described in further detail in Exhibit "A" and Exhibit "B" for the Project entitled: **TRUJILLO ADOBE PRESERVATION PLAN**. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of 3 pages, and Exhibit "B", consisting of 2 pages, attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the DISTRICT that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after March 13, 2023 and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of June 30, 2024, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The DISTRICT shall pay the CONSULTANT for services performed and expenses incurred as follows:

3.1 DISTRICT shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A" and Exhibit "B". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of ONE

HUNDRED AND TWO THOUSAND, FIVE HUNDRED DOLLARS (\$102,500) per Exhibit “A” and Exhibit “B”, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit “A”.

3.3 Said compensation shall be paid in accordance with an invoice submitted to DISTRICT by CONSULTANT 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.

3.4 Unless otherwise stated in Exhibit “A” or Exhibit “B”, the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

3.5 Labor Code and Prevailing Wages Rates

3.5.1 Certain Classifications of Labor under this contract are subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

3.5.2 Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker’s compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT’S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT’S certification as follows: “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-

insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

3.5.3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the DISTRICT in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations’ Internet website at <http://www.dir.ca.gov>, and are available at the main office of DISTRICT.

4. INDEPENDENT CONTRACTOR: DISTRICT retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the DISTRICT. CONSULTANT shall not be entitled to any benefits payable to employees of DISTRICT including DISTRICT Workers’ Compensation benefits. DISTRICT is not required to make any deductions from the compensation payable to CONSULTANT under this Agreement, and as an independent contractor, CONSULTANT hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Personnel performing any services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT’S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers’ compensation insurance.

5. CONSULTANT’S RESPONSIBILITY: It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the DISTRICT relies upon the CONSULTANT’S representations about its skills, experience and knowledge to perform the CONSULTANT’S services in a competent manner. Acceptance by the DISTRICT of the services to be performed under this Agreement does not operate as a release of

said CONSULTANT from responsibility for the work performed. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be performed under this Agreement and the CONSULTANT agrees that said work can and shall be performed in a fully competent manner.

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify, and hold harmless DISTRICT of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the DISTRICT 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 CONSULTANT has employees as defined by the State of California, the CONSULTANT 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 DISTRICT 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 CONSULTANT'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 are used in the performance of the obligations under this Agreement, then CONSULTANT 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:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 DISTRICT Risk Manager. If the DISTRICT'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 CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT 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 DISTRICT's Risk Manager, CONSULTANT'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) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the DISTRICT of Riverside 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 DISTRICT 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) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the DISTRICT of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Upon DISTRICT'S request, CONSULTANT shall make available for inspection by DISTRICT Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.***

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance/or deductible and/or self-insured retentions or self-insured program 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 in the scope of work; or, the term of this Agreement, including any extension 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 DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

6) CONSULTANT 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) CONSULTANT 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.

8. TERMINATION: DISTRICT may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for DISTRICT'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall, unless otherwise directed by the Notice, discontinue all services and deliver to the DISTRICT all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the DISTRICT, the DISTRICT shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide

documentation deemed adequate by DISTRICT to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the DISTRICT. In such case, the DISTRICT may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the DISTRICT for any reasonable additional costs incurred by the DISTRICT to revise work for which the DISTRICT has compensated CONSULTANT under this Agreement, but which the DISTRICT has determined in its sole discretion needs to be revised in part or whole to complete the Project. Prior to discontinuance of services, the DISTRICT may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, DISTRICT's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the DISTRICT in determining whether to enter into future agreements with CONSULTANT.

8.4 Notwithstanding any of the provisions of this Agreement, CONSULTANT'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 CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

8.5 Cumulative Remedies. The rights and remedies of the parties provided in this

Section are in addition to any other rights and remedies provided by law or under this Agreement.

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

10. ADMINISTRATION: The GENERAL MANAGER (or designee) shall administer this Agreement on behalf of DISTRICT.

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of DISTRICT. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of DISTRICT will be deemed void and of no force or effect.

12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by CONSULTANT without a written amendment to this Agreement.

CONSULTANT understands that the DISTRICT Purchasing Agent or the DISTRICT Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

If CONSULTANT feels that any work requested of it is beyond the scope of services under this Agreement, any claim by the CONSULTANT for adjustment under this paragraph shall be made within thirty (30) days of when the CONSULTANT is requested to perform the disputed scope of work.

14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license and certification in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit “A”, and that services(s) will be performed by properly trained and licensed staff.

15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed under this Agreement. CONSULTANT shall not disclose, except as permitted by this Agreement or as authorized by the DISTRICT, any oral or written communication, information, or effort of cooperation between DISTRICT and CONSULTANT, or between DISTRICT and CONSULTANT and any other party.

16. DOCUMENTS: The DISTRICT acknowledges that the CONSULTANT’S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the DISTRICT whether the Project is constructed or not. The DISTRICT may use design documents and the designs depicted in them, without the CONSULTANT’S consent, in connection with the Project, or other DISTRICT Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by DISTRICT without the written consent of the CONSULTANT shall be at DISTRICT’S sole risk and without liability or legal exposure to the CONSULTANT, and DISTRICT shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the DISTRICT.

16.1 Upon completion of each phase of work described in Exhibit “A”, the CONSULTANT shall furnish to the DISTRICT copies of the deliverables, and/or documents completed for that phase as specified in Exhibit “A”.

17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

18. WAIVER: 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 thereof. Failure on the part of the 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 hereof, or stopping DISTRICT from enforcement hereof.

19. SEVERABILITY: If 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.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21. 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 one (1) day 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

Attn: PARKS PLANNING

CONSULTANT:

ARCHITECTURAL RESOURCES GROUP
360 EAST 2ND STREET, SUITE 225
LOS ANGELES, CA, 90012
Attn: KATIE HORAK

22. DELETED

23. COUNTERPARTS; DIGITAL SIGNATURES: 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.

ATTEST
KIMBERLY S. BROWN, CIP
DEPUTY

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

CONSULTANT:

ARCHITECTURAL RESOURCES GROUP, INC.

By: Katie Horak

Title: Managing Principal

DATED: _____

By: _____

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT

DATED: 11/7/2023

By: 

Chuck Washington


Chairman, Board of Directors

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

DATED: 10/31/23

By: 

Kristine Bell-Valdez

Deputy County Counsel

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

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

CONSULTANT:

ARCHITECTURAL RESOURCES GROUP, INC.

By: Katie Horak

Title: Managing Principal

By: *Katie Horak*
Katie Horak (Nov 6, 2023 12:38 PST)

DATED: _____

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT

DATED: _____

By: _____

Chuck Washington

Chairman, Board of Directors

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: 

DATED: 10/31/23

Kristine Bell-Valdez

Deputy County Counsel

67166

Final Audit Report

2023-11-06

Created:	2023-11-02
By:	Jeanne McLeod (jmmcleod@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz5p-yFd75YDNAVhtLG8hTBZUonlyflvH0

"67166" History







-  Document created by Jeanne McLeod (jmmcleod@rivco.org)
2023-11-02 - 8:06:57 PM GMT - IP address: 158.61.6.6
-  Document emailed to k.horak@argcreate.com for signature
2023-11-02 - 8:08:05 PM GMT
-  Email viewed by k.horak@argcreate.com
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-  Signer k.horak@argcreate.com entered name at signing as Katie Horak
2023-11-06 - 8:38:11 PM GMT - IP address: 69.28.102.53
-  Document e-signed by Katie Horak (k.horak@argcreate.com)
Signature Date: 2023-11-06 - 8:38:13 PM GMT - Time Source: server- IP address: 69.28.102.53
-  Agreement completed.
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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 I 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 ADDITIONAL SERVICES



Architectural
Resources Group

360 E. 2nd Street, Suite 225
Los Angeles, California 90012

ARGcreate.com

September 1, 2023

Ms. Gaby Adame
Bureau Chief, Planning Development & Interpretation
Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

RE: Trujillo Adobe National Register Nomination

Dear Gaby,

Thank you for requesting a proposal to complete and submit the draft in-progress National Register nomination for the Riverside Trujillo Adobe. ARG welcomes the opportunity to prepare this nomination in tandem with our ongoing preservation work at the Adobe.

ARG's proposed work will include the following tasks:

1. **Narrative Review and Background Research.** Review the existing draft narratives prepared by JMRC Historic Research & Consulting, and background materials already gathered. Conduct supplemental background research as needed. Coordinate with the Spanish Town Heritage Foundation in one in-person meeting.
2. **Preparation of a National Register nomination.** Prepare all requisite nomination materials, including a narrative description, significance narrative, photographs, and maps. Submit to JMRC (who will be cited as lead author), Riverside County, and Spanish Town Heritage Foundation for review and comment. Revise the draft nomination based on comment and prepare for submittal to the State Office of Historic Preservation (OHP). Revise and submit the final nomination based on OHP review.

For the scope of work described above, we propose a not-to-exceed labor budget of \$12,000.00. We also propose an estimated additional reimbursable allowance of \$500.00, making an estimated project total of \$12,500.00. We can commence with work immediately upon authorization to proceed, and will provide a draft nomination for review within six weeks. This work will be performed concurrently with the HSR and Preservation Plan in progress. We estimate this additional labor will extend the overall project due date approximately one month.

We were originally scheduled to deliver the final reports on Dec. 1, 2023. This will now be extended to December 29, 2023.

This scope of work assumes ARG presentation at the State Historic Resources Commission hearing will not be needed. Should ARG be called upon to present the nomination at the hearing, or conduct any additional tasks not outlined herein, all additional labor will be billed on a time and materials basis.

Thank you, again, for reaching out to ARG to assist with this project, and please let us know if you have questions about this proposal. We look forward to continuing our work with you and the Spanish Town Heritage Foundation on the preservation of the Trujillo Adobe.

Sincerely,



Katie E. Horak
Principal



Sarah A. Devan, AIA, AIC
Senior Associate | Architectural Conservator

cc. Mary Ringhoff, ARG



Architectural
Resources Group

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