

## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

### KRITZINGER + RAO dba K+R DESIGN, INC.

Architectural Design Services for Rehabilitation of the National Historic Landmark Harada House and Construction of the Interpretive Center

(Federal Aid Project No. \_\_\_\_\_)  
(RFP No. 2419)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and KRITZINGER + RAO, a California corporation, doing business as K+R DESIGN, INC. ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," Scope of Services ("Services"), attached hereto and incorporated herein by reference, in conjunction with Architectural Design Services for Rehabilitation of the National Historic Landmark Harada House and Construction of the Interpretive Center – RFP No. 2149 ("Project").

2. **Design Standards.** While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. **Consultant's Endorsement.** Consultant shall sign all technical studies, report, and memoranda furnished by Consultant, and where appropriate, indicate a California registration number.

4. **Term.** This Agreement shall be effective on the date first written above and, contingent upon approval by City, Consultant shall commence work after notification to proceed by City's Contract Administrator. The Agreement shall remain in effect for three (3) years, unless earlier terminated as provided herein. Upon the written agreement of the parties, the Agreement may be extended for up to two (2) additional one-year terms.

5. **Compensation/Payment.**

A. Consultant shall perform the Services under this Agreement for the total sum not to exceed Five Hundred Thirty-Three Thousand Two Hundred Seventeen Dollars and Fifty Cents (\$533,217.50) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in the notices herein.

6. **Cost Principles and Administrative Requirements.**

A. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval. The key person assigned to oversee the services under this Agreement on behalf of Consultant is Andres Chaves.

8. **Contract Administration.** A designee of the City will be appointed as the Contract Administrator and shall administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

9. **Consultant's Reports.** The Consultant shall submit progress reports with each Request for Payment. The report should be sufficiently detailed for the City's Contract Administrator to determine if the Consultant is performing to expectation and is on schedule, to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. City will make the reports available for review by relevant state, federal, or local agencies providing funding for the project.

10. **Assignment.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval.

11. **Subcontracting.**

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from the City's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. Any sub-agreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise

noted.

D. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by the City.

E. Any substitution of subconsultant(s) must be approved in writing by the City's Contract Administrator prior to the start of work by the subconsultant(s).

F. Prompt Progress Payment:

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the City from progress payments due to Consultant. Any retainage kept by Consultant or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

H. Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subconsultant for purposes of establishing a duty of care between any subcontractor and the City.

**12. Equipment Purchase.**

A. Prior authorization in writing, by the City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

13. **Excusable Delays and Extensions.** Should Consultant be delayed or prevented from the timely performance of the services described in this Agreement by reason of act of God, inclement weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in either its sovereign or contractual capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of Consultant, performance shall be excused for the period of such delay.

If Consultant believes it is entitled to an extension of time due to conditions set forth above, Consultant shall provide written notice to the City within seven (7) working days from the time Consultant knows, or reasonably should have known, that the services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay.

14. **Additional Services.** Adjustment of Consultant's compensation for additional services shall be negotiated when Consultant establishes and City agrees that there has been or is to be a significant change in scope, complexity or character of the services to be performed, or conditions under which the services are to be performed. If Consultant believes that additional services and a fee adjustment are required, Consultant shall advise City at the earliest possible opportunity and shall obtain City's concurrence on the need for the additional services and estimated cost thereof. No additional services shall be performed without City's prior concurrence. Consultant shall document services for which costs are claimed. Any additional costs incurred by Consultant due to Consultant's own errors and omissions shall be borne by Consultant.

15. **Independent Contractor.** In the performance of this Agreement, Consultant and Consultant's employees, subcontractors, and agents shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or Federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

16. **Indemnification.**

16.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Profession Code, and a business entity offering architectural services in accordance with the chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Profession Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Profession Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Profession Code, and a business entity offering professional land surveying services in accordance with that chapter.

16.2 **Defense Obligation for Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

16.3 **Indemnity for Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arises out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the

Agreement, notwithstanding that the City may have benefited from work or services and whether or not caused in part by the negligence of an Indemnified Party.

**16.4 Defense Obligation for Other than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: (1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or (2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**16.5 Indemnity for Other than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim of damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributed to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**17. Insurance.**

**17.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**17.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations herein.

**17.1.2 Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of

this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

17.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

17.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

17.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or (2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

17.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

17.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

17.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this

Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

17.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

*It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.*

17.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

17.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

17.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

18. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant



will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

19. **Retention of Records/Audit.** For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and the City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

20. **Audit Review Procedures.**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

21. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

22. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

23. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

24. **Patents.** Should Consultant become aware of or receive notice of potential infringement of any intellectual property right related to the Services, regardless of the source of that awareness or notice, in addition to its indemnity obligation, Consultant shall (a) immediately cease the copying and any other activity which is the potential source of infringement; and within seven (7) calendar days (b) investigate the potential infringement; (c) submit to the City copies of all documents relating to that awareness, the notice, or the object thereof; and (d) issue to the City a complete written response and analysis of the potential infringement and the course of action recommended by Consultant. Consultant shall submit to the City a supplement of the initial report within seven (7) calendar days of Consultant's receipt of, or awareness of, additional related information. Nothing in this Agreement shall be deemed to relieve Consultant of its obligations under this paragraph, nor shall the City's receipt of the information indicated herein give rise to any duty or obligation on the part of City.

25. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

26. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity

pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

**27. Conflict of Interest.**

A. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

B. Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

C. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

D. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**28. Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

**29. Rebates, Kickbacks or Other Unlawful Consideration.** The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

30. **Prohibition of Expending City, State or Federal Funds for Lobbying.**

A. Consultant certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

31. **General Compliance with Laws.** Consultant shall keep fully informed of Federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services, and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code.

32. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

33. **State Prevailing Wage Rates.**

A. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

B If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

C. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair or maintenance of public works shall contain off of the provisions of this paragraph.

D. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

E. Consultant is aware of and stipulates that Consultant will also comply with the following sections of the California Labor Code:

- (1) Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- (2) Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- (3) Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- (4) Section 1810 providing that eight hours of labor shall be a day's work; and
- (5) Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.

34. **National Labor Relations Board Certification.** In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one unappealable finding of contempt of court by a Federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an

order of a Federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

**35. Debarment and Suspension Certification.**

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

**36. Inspection of Services.** The Consultant and any subcontractor shall permit the City, the state and the Federal Highway Administration to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

**37. Safety.**

A. The Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the City's Safety Officer or other City representatives. Consultant's personnel shall wear hard hats and safety vests at all times while working on the project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Division 11, 12, 13, 14 and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this paragraph.

D. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

38. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

39. **Disputes.**

A. Any dispute, other than an audit, concerning a question of fact arising out of this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the City's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by the Consultant.

B. Not later than thirty (30) days after completion of all of the services under the Agreement, Consultant may request review by the Assistant City Manager of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

40. **Termination.**

A. City reserves the right to terminate this contract upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

B. City may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this contract with Consultant, City shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to City exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

41. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

42. **Claims Filed by City's Construction Contractor.**

A. If claims are filed by the City's construction contractor relating to services performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate and defend against such claims, Consultant agrees to make its personnel available for consultation with the City's Construction Contracts Administrator and City Attorney's Office and for testimony, if necessary, at deposition, trial or arbitration proceedings.

B. Consultant's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

C. Services of the Consultant's personnel in connection with the City's construction contractor claims will be performed pursuant to a written amendment, if necessary, extending the term of this Agreement in order to finally resolve the claim.

D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this paragraph.

43. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

44. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Museum  
City of Riverside  
Attn: Ann Lovell  
3900 Main Street  
Riverside, CA 92522

To Consultant

K+R Design, Inc.  
Attn: Andres Chaves  
117 East Colorado Boulevard Suite 600  
Pasadena, CA 91105

45. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in Section 10, Assignment, of this Agreement.

46. **Nondiscrimination; Statement of Compliance.**

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt,



complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of

race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**47. Disadvantaged Business Enterprises (DBE) Participation**

The Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Consultant to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**48. Prompt Payment from City To Consultant.** The City shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, City shall act in accordance with both of the following: (1) Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to Consultant as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

**49. Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

**50. Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

**51. Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

**52. Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which

provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

A. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. References to section numbers are to sections in the Agreement unless expressly stated otherwise.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

C. In the event of a conflict between the body of this Agreement and Exhibit "A" Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

53. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

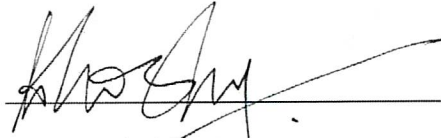
**[SIGNATURES ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

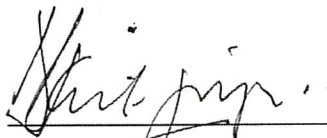
CITY OF RIVERSIDE, a California  
charter city and municipal corporation

KRITZINGER + RAO, a California corporation,  
doing business as K+R, INC.

By: \_\_\_\_\_  
Mike Futrell  
City Manager

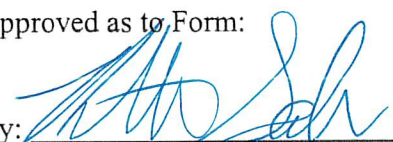
By:  \_\_\_\_\_  
SRINIVAS RAO  
[Printed Name]  
PRINCIPAL  
[Title]

Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

By:  \_\_\_\_\_  
JOHANN D. KRITZINGER  
[Printed Name]  
PRINCIPAL  
[Title]

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

Approved as to Form:  
By:  \_\_\_\_\_  
Ruthann M. Salera  
Sr. Deputy City Attorney

CA #25-0324 RMS/jv 03/26/25

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## EXHIBIT A SCOPE OF SERVICES

### **BOTH SITES**

Attend a maximum of two (2) community meetings and deliver public presentations on the project.

The Company will be requested to provide a brief Secretary of the Interior analysis regarding the approaches meeting the standards for rehabilitation (Harada House) and rehabilitation (Interpretive Center).

Company will have access to all documents prepared to date and owned by the City. These pertain to the Harada House and the Interpretive Center. Significant preparatory work has been undertaken and accomplished; this includes Certificates of Appropriateness awarded to the Harada House, Phase I and the Interpretive Center based on architectural design work done to date. There is time sensitivity on this project due to the schedules associated with the funders supporting this Project.

### **HARADA HOUSE**

#### **CONCEPTUAL AND DESIGN SERVICES**

1. Inspect and evaluate Harada House uses, spaces, and systems for projected public purpose of serving as a house museum.
2. Review research and design work done to date and complete all to comply with ADA, historic, fire, egress, acoustical, circulation, and other requirements for a fully functional historic house museum in a neighborhood that remains residential. ADA-compliant public access is not required for the second floor of Harada House, and a decision has already been reached that eliminates discussion of an elevator to the second floor or a ramp.
3. To a maximum extent, preserve historic features such as floors, doors, millwork, and fixtures in an effort to be cost-effective while preserving the historic features of significance of the house.
4. Provide a turn-key design and design schedule (Construction Administration services, Concept, Schematic, Design Development, Construction/Bid Documents) and construction cost estimates for each phase at 50% CDs.
5. Provide all other necessary tasks to complete Project design for Harada House in preparation for Project construction in two continuous phases.

#### **DESIGN SERVICES MANAGEMENT AND CONSTRUCTION ADMINISTRATION**

1. Company will provide all plans and specifications to the contractor, and City staff will provide day-to-day construction management services.
2. Company will be available for periodic construction progress reviews and be available for RFIs, submittal reviews, change order review, attendance at construction meetings, and detail modifications as needed.
3. Consultant management: Company will manage all project consultants.

## DESIGN DELIVERABLES

1. Documents necessary to complete the Scope of Services such as project schedule, design cost estimates, and consultant fees as a percentage of the project.
2. Design documents (DDs) and biddable construction documents (CDs) to support Project Phase I and later final phase construction comprising:
  - a. A detailed plan prepared by a consultant experienced with successfully lifting structures will be required for shoring and lifting the house to facilitate rebuilding of the foundation, followed by leveling and setting the house back down on the new foundation. Includes demolition as required to accomplish replacement of the foundation. Includes protection measures for the roof while the house is lifted to prevent water intrusion, pest infestations, damage from wind, etc. Includes a clear plan for security monitoring and fire alarms when structure is lifted. This plan will need to be stamped by a licensed structural engineer and is expected to be part of the bid set and implemented by the General Contractor.
  - b. Documentation, stabilization of materials, protection of materials, materials salvage.
  - c. Civil improvements, drainage systems, right-of-way work
  - d. Structural stabilization and preparation for installation of building systems
  - e. Installation of building systems, including a security system, fire sprinkler system, and an HVAC system to maintain the interior environment to museum standards.
  - f. Stabilization, repair, restoration, or replacement of structural features, as necessary.
  - g. Stabilization, repair, restoration, or replacement of plaster, wallpaper, millwork finishes, as necessary.
  - h. Restoration and reinstallation of plumbing (not live) and electrical fixtures (live), as necessary.
  - i. Site landscaping, fencing, and signage, combined with same simultaneously for the Interpretive Center.
  - j. Roof replacement
  - k. Removal of existing T1-11 plywood and reinstallation of historic siding.
  - l. Reinstallation of the "inscription wall," a section of wood and plaster wall from a second story exterior wall of Harada House, measuring very approximately 2.5 X 5 feet
3. Bid sets must sufficiently detail salvage, repair, and replacement work for structurally compromised elements to ensure clarity for bidding contractors.
4. Construction cost estimates for Phase I and the subsequent final phase at the 50% CD stage.
5. The bid set will be required to use the City's specifications. The City of Riverside uses the 2012 Green Book with minor modifications that will be provided to the successful Company.

## INTERPRETIVE CENTER

### CONCEPTUAL AND DESIGN SERVICES

1. Inspect and evaluate the existing structures at 3342 Lemon Street uses, spaces, and systems for its projected public purpose to serve as the interpretive center for Harada House.
2. Review research and design work done to date and complete all to comply with ADA,

historic, fire, egress, acoustical, circulation, and other requirements for a fully functional interpretive center.

3. To a limited extent, and as identified in consultation with the Museum, salvage exterior historic building materials for reinstallation.
4. Provide a turn-key design and design schedule (Construction Administration services, Concept, Schematic, Design Development, Construction/Bid Documents) and construction cost estimates for each phase at 50% CDs, in accordance with the elements in Required Elements of the Interpretive Center (below).
5. Provide all other necessary tasks to complete Project design for the Interpretive Center in the context of the overall Project and in preparation for phased construction.

#### DESIGN SERVICES MANAGEMENT AND CONSTRUCTION ADMINISTRATION

1. Company will provide all plans and specifications to the contractor, and City staff will provide day-to-day construction management services.
2. Company will be available for periodic construction progress reviews and be available for RFIs, submittal reviews, change order review, attendance at construction meetings, and detail modifications as needed.
3. Consultant management: Company will manage all project consultants.

#### DESIGN DELIVERABLES

1. Documents necessary to complete the Scope of Services such as project schedule, design cost estimates, and consultant fees as a percentage of the project.
2. Design documents (DDs) and biddable construction documents (CDs) to support Project Phase I and later final phase construction comprising:
  - a. Phase I - salvage as identified and demolish two structures; mothball salvaged front three rooms from the 1880s in preparation for Phase I of Harada House construction. Includes clear description of mothballing process. Phase I includes demolition of non-salvaged rooms and the freestanding garage.
  - b. Final phase - complete rehabilitation and new construction for main and secondary structures. Includes construction of new freestanding meeting room behind the Interpretive Center and approximately in the same location as the existing garage.
  - c. Civil improvements, drainage systems, right-of-way work
  - d. Structural stabilization of salvaged rooms
  - e. Installation of building systems, including security system and an HVAC system to maintain the interior environment in the primary building to museum standards.
  - f. Site landscaping, fencing, and signage, combined with same simultaneously for Harada House.
3. Bid sets must sufficiently detail salvage, repair, and replacement work for structurally compromised elements to ensure clarity for bidding contractors.
4. Construction cost estimates for Phase I and the final phase at the 50% CD stage.



## REQUIRED ELEMENTS OF THE INTERPRETIVE CENTER

### FOUNDATION/EXTERIOR

1. Appearance - In accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, rehabilitation must accurately reflect the street-level appearance of the structure circa 1930, the earliest period for which the Museum of Riverside has photographic documentation.
2. Size of new building - Rehabilitated historic rooms and attached new construction can be larger but must give a generally comparable impression of building size from street level. The existing structure is approximately 1,276 sf not including the detached garage. Second separate building in revised garage location to function as meeting/classroom space.
3. Foundation - following historic preservation requirements, the finished center must have a raised foundation.
4. Salvage- reinstall salvaged portions of the three rooms and additional elements of building exterior as identified, including selected siding, skirting, and trim to a limited degree and only pieces that retain integrity.
5. Exterior finishes- refer to historic finish analysis; wooden shiplap siding, milled to match.
6. Building entrance location - work to date sites the public entrance on the south side; doors at front to maintain historic appearance, not to function as main/public entrances
7. ADA-compliant entrance/access
8. Exterior entrance into storage
9. Space for outdoor events
10. Brick/stone veneer - none

### ROOMS/SPACES FOR INTERPRETIVE CENTER MAIN BUILDING AND SECONDARY MEETING BUILDING

1. Gallery space of approximately 1,000 sf; meeting building with largest public space at about 275 sf. Restrooms, support spaces, storage of variable sizes (50-80 sf).
2. Restroom(s)- one unisex, ADA-compliant, in each of the two buildings
3. Office - limited; sufficient for a computer, phone, printer
4. Storage/work support space/alcove - utility sink; computer, phone
5. Main room/ museum gallery - estimating a minimum of 75% of total square footage of the main building
6. Window size(s)/type of windows (wood, location and size of windows visible from street based on historical evidence) wood frames to replicate historic; view window(s) on Harada side as large as historical windows would be; other windows around house similar to existing; operable only as useful for safety reasons.
7. ADA-compliant

### INTERIOR FINISHES

1. Floor - hardwood and tile preferred
2. Walls (gallery)- 5/8" sheetrock over 3/4" plywood; smooth wall finish; zero VOC painted surface. Walls in support space and meeting building do not require plywood backing.
3. Ceiling - drywall; leave space for ductwork.
4. Doors (ADA-compliant) - front elevation door(s) to be custom-made matches to 1930s photos; historically had screen doors.

5. Tile in restrooms and food preparation spaces that are viewable by the public for floors, countertops, back splashes, and lower levels of walls, with preference for recycled, as available
6. Back-of-house (non-public): Countertops- Corian or similar
7. Cabinets - plain millwork; laminate

#### BUILDING SYSTEM NEEDS

1. Lighting - LED throughout; track lighting in public spaces; programmable with occupancy sensors
2. Security - video surveillance, door contacts, glass breaks, motion-activated lighting; improved back perimeter fencing and anywhere not visible from the street; meeting building to be separately alarmed using same system
3. Fire protection - both buildings sprinklered
4. HVAC (not visible from street) - temperature and relative humidity controls to museum standards in gallery portion of main building; standard office controls for back-of-house and meeting building; programmable
5. IT needs, wireless capability
6. Extra electrical- floor plugs, baseboard plugs on an approximate 12' grid
7. Electric service only, no gas

#### GREEN BUILDING PREFERENCES (NO LEED CERTIFICATION)

1. FSC-certified wood
2. Recycled materials
3. On-demand water heaters, if feasible
4. LED lighting throughout
5. Zero-VOC paint or similar

#### SITE WORK

1. Regrade site to pitch away from structures and to drain toward the street
2. Conform to historic preservation requirements and setbacks for side yard, front yard
3. Fencing with gates to meet historic preservation requirements and demands of site security
4. Irrigation system
5. Exterior lighting
6. Pathways -dictated by door placement; surfaces to be poured concrete (coloring TBD)
7. Landscaping to combine known historic species for Harada House with contemporary demands for low water-usage species and programmatic goals (xeric, kitchen garden, etc.); grasses to be low water use (for example, gramma blue grass, buffalo grass)

#### HISTORIC PRESERVATION REQUIREMENTS

1. Follow SOI's Standards for Rehabilitation for main structure
2. Reconstruct the street-facing elevation to circa 1930, using circa 1930 photographs and other historical evidence
3. Document and salvage existing exterior siding and finishes. Reuse historic exterior horizontal siding and vertical board skirt trim where feasible.
4. Follow the City's Heritage Square Design Guidelines including, but not limited to:
  - a. maintaining existing setback from street

- b. no new curb cut anticipated; ADA requirements to be confirmed
  - c. presence of front porch
  - d. preserve historic entries facing the street
  - e. garages and/or outbuildings in the rear of the lot
  - f. maintaining building height on the block face
  - g. maintaining presence of side yard
  - h. front yard with low growing greenery, including turf; trees and shrubs as accents
5. Follow the Citywide Residential Historic District Design Guidelines, Rehab Riverside Right rules and guidelines
  6. Appearance from street as single-family residence

**SECTION I - DOCUMENTS REVIEW & SCOPE IMPACTS**

<b>Discipline</b>	<b>Harada House</b>	<b>Robinson House</b>	<b>Impact &amp; Comments</b>
<b>Architecture</b>	<p>Drawings noted at 85% CDs.</p> <p>No changes to layout are anticipated.</p> <p>MEP/FL&amp;S integration is missing</p>	<p>Drawings noted as 100% CDs</p> <p>No changes to layout are anticipated.</p> <p>MEP/FL&amp;S integration is missing</p>	<p>Fees have been reduced by nearly 14% &amp; 19% on Harada and Robinson Houses respectively.</p> <p><b>Up to 5 Meetings during Design Phase are included</b></p> <p><b>Up to 8 Site visits during Design &amp; Construction Phases are included.</b></p>
<b>Structural</b>	<p>Drawings noted as 80% CDs is only phase 1 which consists of foundation replacement.</p> <p>There is no structural lifting/shoring plan, just a lifting load plan.</p> <p>We did not see any full structural retrofit</p>	<p>Phase 1 100% CD looks fine to me. There is 1 structural sheet that may just be reused as it is based on the existing conditions and has details about fixing the bearing condition of the floor joist. This covers mothballing the historic rooms at the back of the property. May be used as-is.</p> <p>Phase 2 - 95% CD "demo and recon" is a bit confusing, but the framing and shearwall locations are there. There is a note on the Arch 45% CD set saying they stopped mid march 2023. We can use some of this CAD info as a starting point <u>assuming that Architecture is going to stay the same.</u></p>	<p>Harada portion of the fee will remain as-is because there is no shoring/lifting plan and we do not see a full seismic retrofit plan.</p> <p>We could shave down the Robinson House fee by ~ 20% if we are using the same architectural design.</p> <p><b>Included 6 site visits and 30 hours of RFI response</b></p>
<b>Civil</b>	<p>80% CD is identified with Site Plan, Grading Plan and Utility Plan.</p> <p>No integration with landscape has been shown.</p>	<p>100% CD is identified with Site plan and Grading Plan.</p> <p>No integration with landscape has been shown.</p>	<p>The fee will stay the same.</p> <p><b>Includes 2 site visits.</b></p>
<b>Historian</b>	<p>The review of select, provided documents has resulted in the identification of potential modification to the specification line item. However, although not all specifications will need to be developed, previously developed specifications will require our review and deep understanding, further</p>	<p>The review of select, provided documents has resulted in no substantive change in our understanding of the project. No change indicated.</p>	<p>No change in scope or fee is warranted.</p> <p>The fee assumes that no cultural material would be discovered. In the event cultural material was discovered, JMRC could provide a cost estimate for out-of-scope services at</p>

	development of specifications or modification of existing specifications, as needed, to accommodate unforeseen conditions and associated management.		the then-current hourly billing rate for Client approval at that time.  Performance and cost of wallpaper conservation work is outside the scope and fee. This will be performed by an outside consultant that would be separately contracted by others/Client. JMRC only anticipates assisting in managing this work as part of overall project management.
<b>MEP/FL&amp;S</b>	There is very little MEP work completed by the previous team. The only CD drawings found are Civil, Structural and Architectural. Our MEP team will basically start from scratch. The only document for MEP that can be useful is an Assessment Report.	Same as Harada House	Fee proposal remains unchanged.
<b>Landscape</b>	We did not see any landscape drawings in the 85% set so our fee would stay the same.	Same as Harada House	Fee remains unchanged
<b>Specs</b>	We can re-use large parts of the old specs. Other parts will be updated and unusable.	Same as Harada	Fees have been reduced by 20%. However, this assumes that there will not be substantial changes to the design.
<b>Cost Estimation</b>	No information	No Information	Fee remains unchanged. However, per our discussion on 2/11/25, we have added additional cost estimation at 90% CD.

**EXHIBIT "B"**  
**COMPENSATION**



### SECTION III - PRICING BREAKDOWN

K+R proposed a \$321,626.50 fee for the Rehabilitation of the National Historic Landmark Harada House, and a \$211,591.00 fee for the construction of the Interpretive Center, for a lump-sum not-to-exceed total fee of \$533,217.50 covering both site projects.

See our breakdown fees included in Exhibit A below and Exhibit B in the following page.

#### EXHIBIT A HARADA HOUSE

##### COST PROPOSAL

Project Phase	TOTAL A/E	Architecture	Pass-thru 10%	Sub-Consultants	Historian	MEP/FLS/LV	Landscape	Civil	Struct	Cost	Specs
T1 - Concept Design	\$ 1,650.00	\$ -	\$ 150.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -				
City Review & Approval											
T2 - Schematic Design	\$ 29,718.15	\$ 8,140.00	\$ 1,961.65	\$ 19,616.50	\$ 8,248.50	\$ 5,218.00	\$ 5,250.00				\$ 900.00
City Review & Approval											
T3 - DD Phase	\$ 75,508.15	\$ 14,880.00	\$ 5,511.65	\$ 55,116.50	\$ 8,248.50	\$ 5,718.00	\$ 5,250.00	\$ 5,000.00	\$ 22,500.00	\$ 6,600.00	\$ 1,800.00
City Review & Approval											
T4 - CD Phase (50% Plans and Cost)	\$ 66,022.10	\$ 15,080.00	\$ 4,631.10	\$ 46,311.00	\$ 5,499.00	\$ 3,812.00	\$ 3,500.00	\$ 3,500.00	\$ 22,500.00	\$ 6,600.00	\$ 900.00
City Review & Approval											
T5 - CD Phase 90%-100%	\$ 62,566.10	\$ 14,880.00	\$ 4,335.10	\$ 43,351.00	\$ 5,499.00	\$ 3,812.00	\$ 3,500.00	\$ 4,260.00	\$ 21,000.00	\$ 5,280.00	
City Review & Approval											
T6 - Plan Check	\$ 4,760.00	\$ 4,760.00									
T7 - Bidding Phase	\$ 5,800.00	\$ 1,400.00	\$ 400.00	\$ 4,000.00		\$ 500.00	\$ 3,500.00				
T8 - CA Phase	\$ 75,602.00	\$ 29,160.00	\$ 4,222.00	\$ 42,220.00	\$ 21,255.00	\$ 4,205.00	\$ 3,500.00	\$ 3,120.00	\$ 10,140.00		
	<b>\$ 321,626.50</b>	<b>\$ 88,300.00</b>	<b>\$ 21,211.50</b>	<b>\$ 212,115.00</b>	<b>\$ 48,750.00</b>	<b>\$ 24,765.00</b>	<b>\$ 24,500.00</b>	<b>\$ 15,880.00</b>	<b>\$ 76,140.00</b>	<b>\$ 18,480.00</b>	<b>\$ 3,600.00</b>

<b>A/E Design Fees T1-T8</b>	<b>\$ 321,626.50</b>
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K+R FEES - By Manhour By Phase (ARCH)						
Project Phase	TOTAL	Hours				
		Principal	PM/ Sr. Designer	Int. Designer	Jr. Designer	Admin
		210 \$/hr	155 \$/hr	125 \$/hr	90 \$/hr	60 \$/hr
T1 - Concept Design	\$ -	0	0		0	
City Review & Approval						
T2 - Schematic Design	\$ 8,140.00	6	20		42	
City Review & Approval						
T3 - DD Phase	\$ 14,880.00	8	48		64	
City Review & Approval						
T4 - CD Phase (50% Plans and Cost)	\$ 15,080.00	8	40		80	
City Review & Approval						
T5 - CD Phase 90%-100%	\$ 14,880.00	8	48		64	
City Review & Approval						
T6 - Plan Check	\$ 4,760.00	4	16		16	
T7 - Bidding Phase	\$ 1,400.00	2	4		4	
T8 - CA Phase	\$ 29,160.00	16	120		80	
	<b>\$ 88,300.00</b>	<b>52</b>	<b>296</b>	<b>0</b>	<b>350</b>	<b>0</b>

\* Billed Monthly based on Progress

#### • Manhour Breakdown

Project Phase	TOTAL MH	Architecture	Historian	MEP/FLS/LV	Landscape	Civil	Struct	Cost	Specs
T1 - Concept Design		0	25						
City Review & Approval									
T2 - Schematic Design		68	64						
City Review & Approval									
T3 - DD Phase		120				38	130	40	5
City Review & Approval									
T4 - CD Phase (50% Plans and Cost)		128				20	170	40	10
City Review & Approval									
T5 - CD Phase 90%-100%		120						32	5
City Review & Approval									
T6 - Plan Check		36							
T7 - Bidding Phase		10							
T8 - CA Phase		216	54			12	52		
	<b>1717</b>	<b>698</b>	<b>143</b>	<b>186</b>	<b>136</b>	<b>70</b>	<b>352</b>	<b>112</b>	<b>20</b>

<b>A/E By Manhour By Phase</b>	<b>1717</b>
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**EXHIBIT B INTERPRETIVE CENTER**

**COST PROPOSAL**

Project Phase	TOTAL A/E	Architecture	Pass-thru 10%	Sub-Consultants	Historian	MEP/FLS/LV	Landscape	Civil	Struct	Cost	Specs
T1 - Concept Design	\$ 1,650.00	\$ -	\$ 150.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -				
City Review & Approval											
T2 - Schematic Design	\$ 22,791.95	\$ 4,560.00	\$ 1,657.45	\$ 16,574.50	\$ 5,206.50	\$ 5,218.00	\$ 5,250.00				\$ 900.00
City Review & Approval											
T3 - DD Phase	\$ 49,081.95	\$ 7,860.00	\$ 3,747.45	\$ 37,474.50	\$ 5,206.50	\$ 5,718.00	\$ 5,250.00	\$ 5,000.00	\$ 7,900.00	\$ 6,600.00	\$ 1,800.00
City Review & Approval											
T4 - CD Phase (50% Plans and Cost)	\$ 43,811.30	\$ 11,160.00	\$ 2,968.30	\$ 29,683.00	\$ 3,471.00	\$ 3,812.00	\$ 3,500.00	\$ 3,500.00	\$ 7,900.00	\$ 6,600.00	\$ 900.00
City Review & Approval											
T5 - CD Phase 90%-100%	\$ 38,971.30	\$ 7,860.00	\$ 2,828.30	\$ 28,283.00	\$ 3,471.00	\$ 3,812.00	\$ 3,500.00	\$ 4,260.00	\$ 7,960.00	\$ 5,280.00	
City Review & Approval											
T6 - Plan Check	\$ 3,680.00	\$ 3,680.00									
T7 - Bidding Phase	\$ 5,800.00	\$ 1,400.00	\$ 400.00	\$ 4,000.00		\$ 500.00	\$ 3,500.00				
T8 - CA Phase	\$ 45,804.50	\$ 11,160.00	\$ 3,149.50	\$ 31,495.00	\$ 10,530.00	\$ 4,205.00	\$ 3,500.00	\$ 3,120.00	\$ 10,140.00		
	\$ 211,591.00	\$ 47,680.00	\$ 14,901.00	\$ 149,010.00	\$ 27,885.00	\$ 24,765.00	\$ 24,500.00	\$ 15,880.00	\$ 33,900.00	\$ 18,480.00	\$ 3,600.00

<b>A/E Design Fees T1-T8</b>	<b>\$ 211,591.00</b>
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K+R FEES - By Manhour By Phase (ARCH)		Hours				
Project Phase	TOTAL	Principal	PM/ Sr. Design	Int. Designer	Jr. Designer	Admin
		210 \$/hr	155 \$/hr	125 \$/hr	90 \$/hr	60 \$/hr
T1 - Concept Design	\$ -	0	0	0	0	0
City Review & Approval						
T2 - Schematic Design	\$ 4,560.00	6	12		16	
City Review & Approval						
T3 - DD Phase	\$ 7,860.00	6	24		32	
City Review & Approval						
T4 - CD Phase (50% Plans and Cost)	\$ 11,160.00	6	36		48	
City Review & Approval						
T5 - CD Phase 90%-100%	\$ 7,860.00	6	24		32	
City Review & Approval						
T6 - Plan Check	\$ 3,680.00	4	16		4	
T7 - Bidding Phase	\$ 1,400.00	2	4		4	
T8 - CA Phase	\$ 11,160.00	4	48		32	
	\$ 47,680.00	34	164	0	168	0

\* Billed Monthly based on Progress

• **Manhour Breakdown**

Project Phase	TOTAL MH	Architecture	Historian	MEP/FLS/LV	Landscape	Civil	Struct	Cost	Specs
T1 - Concept Design		0	31						
City Review & Approval									
T2 - Schematic Design		34	110						
City Review & Approval									
T3 - DD Phase		62				38	135	40	5
City Review & Approval									
T4 - CD Phase (50% Plans and Cost)		90				20		40	10
City Review & Approval									
T5 - CD Phase 90%-100%		62						32	5
City Review & Approval									
T6 - Plan Check		24							
T7 - Bidding Phase		10							
T8 - CA Phase		84	109			12	26		
	1187	366	250	72	136	70	161	112	20

<b>A/E By Manhour By Phase</b>	<b>1187</b>
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**EXHIBIT "C"**

**KEY PERSONNEL**

Andres Chaves, Associate and Project Manager