

**MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT
FOR PRESERVATION AND HISTORIC RESOURCE PROJECTS**

SWCA, INCORPORATED

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR PRESERVATION AND HISTORIC RESOURCE PROJECTS (“Agreement”) is made and entered into this _____ day of _____, _____ (“Effective Date”) by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and SWCA INCORPORATED, an Arizona corporation dba SWCA ENVIRONMENTAL CONSULTANTS, authorized to do business in California (“Consultant”).

RECITALS

A. City requires the services of a consultant that is experienced in preservation planning and historic resource services for various City projects.

B. City issued a Request for Qualifications (RFQ No. 2504) for purposes of establishing a panel of consultants experienced in providing professional services in preservation planning and historic resource services.

C. Consultant has the necessary experience in providing professional consulting services relating to preservation planning and historic resource services.

D. Consultant has submitted a proposal to the City and has affirmed its willingness and ability to provide such services.

AGREEMENT

1. Scope of Services.

1.1 City hereby retains Consultant to perform, and Consultant agrees to render, technical and professional services, including labor, material, equipment, supervision and expertise for the preparation of preservation planning and historic resource reports, survey, and other such associated documents for various projects (“Assigned Project”).

1.2 During the term of this Agreement, as the need arises, Consultant shall have the opportunity to submit proposals for Assigned Projects. The scope of work, including the completion date for the Assigned Project, will be as set forth in writing and issued by the City (“Project Narrative”). Any modification to the Services will also be set forth in the Project Narrative. All proposals submitted shall be reviewed by the Contract Administrator, as that term is defined below, and a single consultant will be selected to perform the services for that particular Assigned Project. Acceptance of Consultant’s proposal shall be made in the form of a Supplemental Agreement for the Assigned Project, a sample of which is attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** The term of this Agreement shall be from the Effective Date of this Agreement through the later of:

A. March 31, 2031; or

B. The required date for completion of an Assigned Project, provided that such project was assigned prior to March 31, 2031.

This Agreement, at the option of the City, may be extended one time not to exceed three (3) additional years. The term of this Agreement may be terminated earlier pursuant to the termination provision herein.

3. **Compensation/Payment.** Consultant shall receive compensation for all Services rendered under this Agreement at the rates negotiated for the Assigned Projects and set forth in the Supplemental Agreement issued by the City. The total amount to be paid to Consultant for all Assigned Projects shall not exceed Three Hundred Thousand Dollars (\$300,000.00) over the term of this Agreement without prior written approval of the City Council. Payments 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 Section 4 hereof.

4. **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

Community & Economic
Development Department
City of Riverside
3900 Main Street
Riverside, CA 92522

To Consultant

SWCA Environmental Consultants

Attn: Jess DeBusk
2929 N. Central Avenue, Ste. 1800
Phoenix, AZ 85012

5. **Prevailing Wage.** 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 at www.dir.ca.gov/dlsr/statistics_research.html 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.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** 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.

8. **Personnel.** Consultant shall designate a representative for each Assigned Project ("Project Representative"). Consultant's Project Representative shall be available to City at all reasonable times and will be the primary individual performing the Services under the Assigned Project. 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 "B" attached hereto and incorporated herein by reference and assigned to perform portions of the Services shall remain assigned through completion of the Services. Any substitution of personnel or the Project Representative shall be subject to City's written approval. In the event that City and Consultant cannot agree as to the substitution of the Project Representative or other key personnel, City shall be entitled to terminate this Agreement.

9. **Assignment and Subcontracting.** 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. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **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.

11. **Indemnification.**

11.1 **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 Professions Code, and a business entity offering architectural services in accordance with that 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 Professions 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 Professions 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 Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 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 Contract, 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. 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.

11.3 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 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 Contract, 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.

11.4 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 Contract 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 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.

11.5 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 for 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 attributable 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.

12. Insurance.

12.1 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.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 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.

12.1.3 **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.

12.1.4 **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.

12.2 **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.

12.3 **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.

12.3.1 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.

12.3.2 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.

12.3.3 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.

12.3.4 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.

12.4 **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.

12.5 **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.

13. **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.

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

15. **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.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **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.

18. **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 upon City's compensation to Consultant for its services as herein provided. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **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.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “B”, 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 “B” 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.

21. **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.

22. **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.

23. **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.

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

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 25 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **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.

27. **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 paragraph 9 of this Agreement.

28. **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 a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **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.

31. **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.

32. **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.

33. **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.

33.1 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. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

33.2 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.

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

Exhibit "A" - Supplemental Agreement

Exhibit "B" - 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

SWCA, INCORPORATED, an Arizona
corporation, dba SWCA
ENVIRONMENTAL CONSULTANTS,
authorized to do business in California

By: _____
City Manager

By: Heather Gibson
Print Name: Heather Gibson, Ph.D., RPA
Title: Vice President

ATTESTED TO:

and

By: _____
City Clerk

By: George Mekitarian
George Mekitarian (Jun 16, 2026 14:14:12 PDT)
Print Name: George Mekitarian
Title: Chief Financial Officer

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: Sergio Aguilar
Chief Financial Officer

APPROVED AS TO FORM:

By: Tan A. Tuo
Deputy City Attorney

EXHIBIT “A”

SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT
[CONSULTANT'S NAME]
[PROJECT NAME]

The Project Narrative for _____ (“Project”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, and Consultant’s proposal dated _____, a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement for Preservation and Historic Resource Projects by and between City and Consultant dated _____ (“Agreement”). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Consultant’s Proposal for a fee in an amount not to exceed \$_____. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____.

CITY OF RIVERSIDE,
a municipal corporation

CONSULTANT

By: _____
City Manager

By: _____
Name
Its:

Attest to:

By: _____
City Clerk

By: _____
Name
Its:

Certified as to funds availability:

By: _____
Finance Director

Approved as to form:

By: _____
Deputy City Attorney

EXHIBIT “B”

KEY PERSONNEL



PROJECT TEAM ORGANIZATIONAL CHART

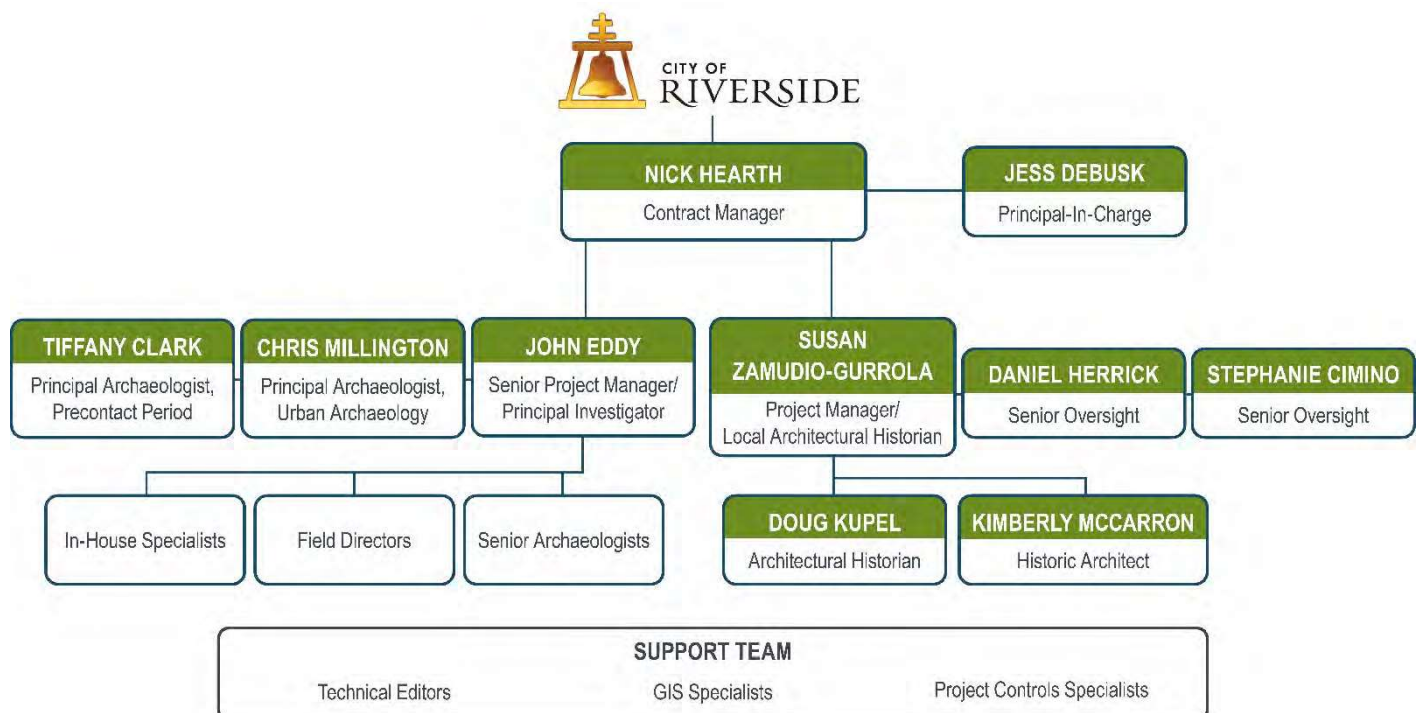


Figure 1: Organizational chart of proposed project staff. Resumes for key staff can be found in Appendix A.

KEY TEAM MEMBERS

Nick Hearth, M.A., RPA | Contract Manager, Primary Point of Contact



Nick Hearth is a Senior Project Manager for SWCA's Riverside office and has led many multidisciplinary projects while working as an archaeologist in cultural resources management since 2002. Nick has worked on and managed projects within the City of Riverside boundaries since 2006, including archaeological monitoring in Riverside's Chinatown near the corner of 14th Street and Almond Avenue, implementation and

responsibility of the Kaiser Permanente MMRP, survey and oversight of Cultural Resource Assessment (CRA) at 3933 Mission Inn Avenue, and the CRA at 6350 Van Buren Boulevard documenting a segment of the rail spur for Camp Anza. He meets the SOI Standards for Archaeology, is a Riverside County-listed archaeologist, and is a Registered Professional Archaeologist (RPA)

(No. 989903). Nick is an expert in applying CEQA, Section 106 of the NHPA, and NEPA on a variety of projects across many market sectors. He has been fortunate to work with many Tribes and, for the past 13 years, has had the privilege of working nearly exclusively with nearly two dozen Southern California Tribes, including the Cahuilla, Gabrielino, Fernandeno, Tataviam, Luiseño, Serrano, Chumash, Kumeyaay, and Juaneño. Nick has overseen projects in all phases of archaeology: Phase I pedestrian and shovel test surveys, extended Phase I survey (XPI), buried site testing, archaeological sensitivity assessments, Phase II testing and evaluations, Phase III data recovery, and Phase IV monitoring. His project responsibilities include project and contract management and ensuring that the quality of all SWCA work meets or exceeds appropriate local, state, and federal standards.

PHONE

(951) 583-4605

YEARS OF EXPERIENCE

23

EDUCATION

M.A., Anthropology, e: Archaeology

B.A., Anthropology, e: Archaeology

REGISTRATIONS/CERTIFICATIONS

Registered Professional Archaeologist
(#989903)

Daniel Herrick, M.H.C. | Senior Oversight/Principal Architectural Historian



Daniel Herrick has been a practicing historic preservation professional in California for 13 years. Daniel is proficient in documenting and evaluating cultural resources, preparing SOI Standards analyses, completing a variety of historic preservation planning documents, including large-scale and comprehensive historical resources surveys and HSRs, and

developing historic preservation ordinances for communities in California.

Through extensive research experience, Daniel is familiar with a variety of national, regional, and local historical contexts and has a strong understanding of the recently built environment. He is adept at developing creative mitigation measures with an emphasis on public benefit, which has required positive and tailored communication with a variety of stakeholders including local historic preservation commissions, advocacy and social organizations, and concerned citizens. Daniel has provided his documentation and historical resource identification expertise in a variety of settings, ranging from the southernmost corner of the state to the California-Oregon border. Throughout these diverse and extensive project experiences, Daniel has worked in a variety of rural and urban settings, all of which have unique historical resources management goals, policies, and approaches. In all these projects, Daniel uses his wide-ranging historic preservation expertise to develop tailored historical resource and preservation planning documents that effectively and efficiently meet the project goals and pertinent regulatory requirements, while also accounting for the specific needs, realities, and values of the communities. Daniel currently provides technical and subject matter expertise for SWCA's historic preservation practice throughout California. This can range from providing QA/QC and peer reviews of internal and external historical resource evaluations and impacts assessments to serving as the principal investigator for complex and controversial projects involving sensitive historical resources and preservation planning exercises. Notable projects include assisting the City of Atascadero with their General Plan Update and developing their first historic preservation

PHONE

(213) 273-5943

YEARS OF EXPERIENCE

13

EDUCATION

M.H.C., Heritage Conservation

B.A., History

ordinance, working on the technical reporting and completing mitigation measures pertaining to the La Brea Tar Pits Master Plan project, overseeing the completion of the HABS-like documentation for the historic Memorex Headquarters complex in Silicon Valley, assisting Marin County and the Marin Housing Authority in the rehabilitation of the NRHP-listed Golden Gate Village public housing property, and completing numerous HSRs, historic resource preservation/ rehabilitation plans, and relocation and monitoring strategies for historic buildings throughout California, ranging from properties at Fort Yuma in Imperial County to the NPS-administered Tower House Historic District in Shasta County. More locally, Daniel was responsible for preparing a Historic Resources Study for the California Department of Corrections and Rehabilitation (CDCR)-owned Norco Rehabilitation Center at the former Lake Norconian Club. This included researching and developing a thorough and comprehensive construction chronology, which in turn allowed for the systematic identification and characterization of character-defining features of the complex property so that CDCR could use these data in developing their facilities master plan. From initial scoping to presenting at commission or government hearings, Daniel consistently uses his cross-disciplinary knowledge and implements a holistic approach to provide a thorough and well-executed product for all his clients.

Stephanie Cimino, M.S. | Senior Oversight/Principal Project Manager, Architectural Historian



Stephanie Cimino is a principal project manager with SWCA, leading cultural resources compliance projects for CEQA, NEPA, and the NHPA. Stephanie has over 22 years of experience, holds an M.S. in Historic Preservation, and meets the SOI

Professional Qualifications Standards in both architectural history and archaeology. Stephanie has conducted historical research, fieldwork, technical reporting, CEQA and NEPA reporting, and Tribal and agency consultation for historic and archaeological studies throughout California and neighboring states. Stephanie's areas of expertise include historical resource evaluations and context statements, utilities, industrial and rural properties, programmatic agreements and permits, and implementing mitigation—such as public outreach, educational displays, and HABS/HAER documentation—to resolve adverse effects on historic properties. Stephanie has led historical resources studies across Southern California for the Federal Emergency Management Agency, NPS, U.S. Forest Service, regional utilities, and land developers, and she manages on-call contracts for key Southern California utilities in the City and County of Los Angeles. She served as a project manager and co-author for the City of Colton's Cultural Resources Element Update as well as project manager for paleontological and cultural resources services for an amendment to the City of La Quinta's general plan to rezone an 877.5-acre area into a master planned resort community. She is currently serving as contract manager and Principal Architectural Historian for SWCA's Cultural Resources and Historical Services on-call contracts with the cities of Murrietta and San Diego.

PHONE

(626) 240-0587

YEARS OF EXPERIENCE

22

EDUCATION

M.S., Historic Preservation

B.A., Anthropology

REGISTRATIONS/CERTIFICATIONS

Certificate in Archaeology Technology

Susan Zamudio-Gurrola, M.H.P. | Project Manager/Local Architectural Historian



Susan Zamudio-Gurrola is an architectural historian with 12 years of experience in historic preservation and cultural resources management, working on projects throughout California and in Texas, Arizona, Utah, New Jersey and Hawaii. Her work experience includes projects in several Inland Empire communities including historical resource

evaluations in Banning and Chino, a historical resources survey in Indio, an evaluation and project impacts analysis in Lake Elsinore, the Chino Hills General Plan Update, the Colton Cultural Resources Element, and the Riverside Latino Historic Context Statement. Susan's expertise includes preparing cultural resources studies in compliance with the CEQA, NEPA, Section 106 and Section 110 of the NHPA, and local municipal ordinances. She has considerable experience in completing historical resource evaluations using federal, state, and local eligibility criteria and

PHONE

(626) 547-3146

YEARS OF EXPERIENCE

12

EDUCATION

M.H.P., Historic Preservation

B.A., History of Art and Architecture

conducting small- and large-scale historical resources surveys for individual properties, citywide surveys, and large linear and utility projects. Susan has supported several Southern California communities in developing historic context statements, including assisting with the Riverside Latino Historic Context Statement. She has participated in public workshops to solicit community input and has experience working on historic preservation ordinance updates, HABS/HAER documentation, historical resource analysis for CEQA environmental documents, peer reviews, and conducting project design review to assess conformance with the SOI Standards. Susan has also performed extension-of-staff historic preservation services for the County of Ventura Planning Division, where she assisted with processing project applications involving known and potential historic properties, coordinating with County staff and applicants, preparing staff reports, and presenting projects to the cultural heritage board. Susan presently provides historic preservation services to the City of Fresno in support of federal regulatory compliance. She exceeds the SOI Professional Qualifications Standards for architectural history and history.

Doug Kupel, Ph.D. | Architectural Historian



Doug Kupel is a historian and archaeologist with decades of experience in California. He has completed a wide variety of historical, architectural history, and archaeological projects throughout Southern California, including in the Riverside County cities of La Quinta, Jurupa Valley, Norco, and Banning as well as Inland Empire cities across San Bernardino County.

Doug has completed archaeology and communitywide surveys, NRHP nominations, National Historic Landmark evaluations, exhibitions and interpretive presentations, and context studies. These range from complex transmission line environmental studies to communitywide historical resources surveys and HABS and HAER documentation. Dr. Kupel meets the SOI Historic Preservation Professional Qualifications Standards, 36 Code of Federal Regulations Part 61, in archaeology, history, and architectural history. As a Senior Historian, Dr. Kupel will provide overall technical expertise over CEQA studies, historic structure reports, NRHP nominations, landmark designations, and context statements for the City of Riverside.

PHONE

(808) 844-8558

YEARS OF EXPERIENCE

40

EDUCATION

Ph.D., History
M.Ed., Educational Leadership
M.A., History
B.A., History
Certificate in Archaeology

REGISTRATIONS/CERTIFICATIONS

Registered Professional Archaeologist
(#10253)

Kimberly McCarron, AIA, LEED AP | Historic Architect



Kimberly McCarron is a LEED AP architect with 19 years of experience in architecture and historic preservation. She specializes in adaptive reuse, additions, project impact analyses, CEQA alternatives, and feasibility studies. Kimberly brings extensive experience with existing buildings, combining her expertise as both a licensed architect and architectural

historian. She has served as the sustainability lead on multiple projects, including one that achieved LEED Platinum certification for the adaptive reuse of a 1930s masonry structure. Kimberly is highly proficient in applying the California Historical and Existing Building Codes to guide sensitive upgrades, including accessibility improvements that comply with the SOI Standards. Kimberly's broad experience also includes historical resources surveys and documentation, evaluations for eligibility under NRHP and CRHR criteria, design guidelines, master plans, and drafting. Kimberly has worked on projects across the United States, including in California, Ohio, Pennsylvania, New Jersey, and Washington, D.C. This includes the City of Torrance's Historic Preservation Ordinance and Torrance Tract Preservation Plan, and the City of Paterson's Downtown Commercial Historic District Guidelines. Most relevant, Kimberly has recently worked on the Museum of Riverside Expansion Project.

PHONE

(949) 292-8909

YEARS OF EXPERIENCE

19

EDUCATION

Master of Architecture
Certificate of Heritage Conservation
B.A., Architectural Studies

MEMBERSHIP

American Institute of Architects

Tiffany Clark, Ph.D., RPA | Principal Archaeologist, Precontact Period



Dr. Tiffany Clark has more than 30 years of experience in cultural resources management in California and Arizona. Her professional experience includes all phases of survey, excavation, laboratory analysis, report preparation, Native American consultation, and construction monitoring. She has supervised large cultural resources studies throughout Southern California, including in Los Angeles, Orange, Kern,

Imperial, Riverside, and San Bernardino Counties, in support of public infrastructure, private land development, transportation, and solar and wind energy projects. She has prepared numerous technical reports and environmental documents for compliance with NEPA, Section 106 and 110 of the NHPA, and CEQA. Her research interests include the impacts of missionization on Native American subsistence practices, the organization of precontact ceramic production and distribution systems, zooarchaeology, economic archaeology, and historic preservation. Dr. Clark's research has been published in peer-reviewed journal articles including in *Journal of Anthropological Archaeology*, *California Archaeology*, *Journal of Ethnobiology*, and *Kiva*. She is a member of the Register of Professional Archaeologists and exceeds the SOI Professional Qualifications Standards in Archaeology.

PHONE

(626) 240-0587

YEARS OF EXPERIENCE

22

EDUCATION

Ph.D., Anthropology
M.A., Anthropology, e: Bioarcheology
B.A., Biology

REGISTRATIONS/CERTIFICATIONS

Registered Professional Archaeologist
(#989197)

Chris Millington, M.A., RPA | Principal Archaeologist, Urban Archaeology



Chris Millington is a principal archaeologist and focuses on technical oversight and research with expertise in Southern California history and urban archaeology. He has contributed to over 600 individual projects in eight states across the western United States, and over the last 15 years he has focused mainly on Southern California. Chris has a deep understanding

of cultural resources management laws at state and federal levels—especially CEQA and Sections 106 and 110 of the NHPA—as well as agency-specific frameworks. He has managed task orders under multi-year on-call contracts for agencies such as the City of Los Angeles Bureau of Engineering, County of Los Angeles, and Federal Emergency Management Agency, and major utilities including Southern California Edison, SoCal Gas, and Pacific Gas and Electric. Chris regularly collaborates with engineers, construction crews, planners, and attorneys, on both the private and public sides, and is experienced in responding to mid-stream project design changes, public scrutiny, and unanticipated budget and schedule adjustments. Chris also has extensive experience supporting public agencies during Tribal consultation under both state and federal regulations. His Tribal consultation support is informed by two decades of experience working alongside members of Tribal communities from across the country, but he has also developed relationships with several groups in Southern California.

PHONE

(626) 489-3673

YEARS OF EXPERIENCE

21

EDUCATION

M.A., Archaeology
B.A., Anthropology e: Archaeology
A.A., Liberal Arts

REGISTRATIONS/CERTIFICATIONS

Registered Professional Archaeologist
(#32790536)

John Eddy, M.A., RPA | Senior Project Manager/Principal Investigator



John Eddy is a senior project manager and principal investigator who meets the SOI professional qualifications in history and archaeology and is an RPA (#990008) responsible for federal, state, and local regulatory compliance. He is a subject matter expert in CEQA, AB 52, Tribal Cultural Resources, Traditional Cultural Places, NEPA, and NHPA

regulatory compliance; California Health and Safety Code 7050.5 and Public Resources Code 5097.9 related to the discovery and treatment of Native American human remains; and California archaeology and archaeological method, theory, and practice. John worked for the U.S. Forest Service, California Department of Transportation, and industry-leading private consulting firms where he served as a principal investigator, contract manager, and senior project manager for the last 15 years. He has spent most of his 22-year career in the Inland Empire providing consulting services to various agencies and municipalities including the City of Corona, Riverside County Transportation Commission, Riverside County Transportation Department, and California Department of Transportation (Caltrans). John is experienced with the identification, evaluation, and assessment of impacts related to Native American and Tribal Cultural Resources and has assisted local agencies in the Inland Empire in fulfilling their discretionary responsibilities under AB 52. He has authored or peer reviewed hundreds of cultural resources technical reports and environmental documents during his career.

PHONE

(909) 644-2753

YEARS OF EXPERIENCE

22

EDUCATION

M.A., Anthropology

B.A., Anthropology

B.A., History

REGISTRATIONS/CERTIFICATIONS

Registered Professional Archaeologist
(#990008)

Jess DeBusk, M.B.A. | Principal-in-Charge



Jess DeBusk is a Cultural Resources Senior Director and Riverside Office Director with 21 years of experience in the environmental consulting industry. Jess has served as principal-in-charge for a wide variety of cultural and paleontological resources management projects involving Phase I, Extended Phase I, and Phase II archaeological and

built-environment assessments, paleontological assessments, data recovery, curation preparation, and archaeological, paleontological, and Native American monitoring efforts. She is an experienced contract manager and has overseen cultural resources services contracts up to \$30 million in value, including multi-year Indefinite Delivery, Indefinite Quantity (IDIQs) with the Naval Facility Engineering Systems Command Southwest and the U.S. Army Corps of Engineers Los Angeles District. She currently serves as contract manager for SWCA's environmental services on-call with the Southern California Gas Company. She has previously managed transportation-related cultural resources on-call contracts in the Inland Empire, including the Riverside County Transportation Department Cultural and Paleontological Resources On-Call. In addition to contract management experience, Jess has served as Principal-in-Charge or Subject Matter Expert for cultural and paleontological studies in support of hundreds of projects in the Inland Empire and throughout California.

PHONE

(951) 241-0594

YEARS OF EXPERIENCE

21

EDUCATION

M.B.A., e: Sustainability

B.S., Geology, e: Paleobiology

REGISTRATIONS/CERTIFICATIONS

Project Management Certificate,
California Institute of Technology