

Fax (909) 307-5325

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☐ Certificate of Insurance Attached with endorsements as specified
- ☐ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ NO Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☐ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- ☐ Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
- Increase dollar amounts
 - Effect administrative changes
 - Effect other changes as required by law.
16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
18. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

ECORP Consulting, Inc

Consultant/Firm Name

2525 Warren Drive

Consultant Address

Rocklin, CA 95677

City, State, Zip

District:

Redlands Unified School District 20
West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services
Chief Business Official

(Signature, Authorized Representative)

(Telephone)

(email address)

(Date)

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

P.O. Number: _____



December 15, 2023
(P23-673)

Ken S. Morse
Coordinator, Operations & Facilities Planning
Redlands Unified School District
20 West Lugonia Avenue
Alhambra, CA 91803
Email: Ken_Morse@redlands.k12.ca.us

Subject: *Proposal to Provide Architectural History Services for the Packinghouse Buildings at 304 9th Street Project, Redlands, San Bernardino County, California*

Dear Mr. Morse:

ECORP Consulting, Inc. is pleased to provide this proposal for architectural history support services for the packinghouse buildings at 304 9th Street in Redlands, San Bernardino County, California.

ECORP understands the Redlands Unified School District (RUSD) is preparing to complete improvements to the buildings at 304 9th Street to the City of Redlands. To do so, the City has requested that RUSD complete an historical review of the buildings to assess significance and potential impacts to historical resources as a result of the property reuse. In preparing this proposal, ECORP reviewed the City's Transit Villages Specific Plan and EIR, the City's Historic Context Statement, and ECORP's internal records for the adjacent Zanja Trail and found no evidence that the buildings at 304 9th Street have been evaluated to determine their historical significance. This evaluation is required to be able to determine if the proposed reuse will have significant effects on a historical resource under the California Environmental Quality Act (CEQA).

The Scope of Work and Cost Estimate below provides the technical approach and costs proposed by ECORP for this effort. Important costing assumptions follow.

SCOPE OF WORK

Task 001 – Evaluation of Buildings at 304 9th Street

To assess historical significance, ECORP will evaluate the packinghouse buildings at 304 9th Street. The architectural history evaluation will be conducted by or under the direct supervision of a Senior Architectural Historian who meets the Secretary of the Interior's Professional Qualifications Standards for architectural history and history. This study will be conducted pursuant to compliance with the CEQA.

ECORP will perform a records search of the California Historical Resources Information System (CHRIS) and literature review for the subject property. ECORP will request a records search of the CHRIS from the South Central Coastal Information Center (SCCIC). The CHRIS records search will identify the

locations and extent of previous surveys conducted for the property to determine if there are any known cultural resources, including previous assessment of the buildings at 304 9th Street Packinghouse (APN 0169-321-02). In addition, the records search will identify resources listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR) located within the property.

If the CHRIS search does not show that the 304 9th Street Packinghouse has been previously surveyed, ECORP will conduct a built resources inventory and evaluation report of the packinghouse property.

ECORP will conduct a property visit to record the packinghouse buildings at 304 9th Street and to document its current condition and integrity. During the visit, ECORP will record the existing condition of the buildings including aspects of integrity, character-defining features (if any are observed) and prepare a DPR 523 record, or update record, for the resource. The fieldwork and recording will adhere to the Office of Historic Preservation's (OHP) standards for recording and describing resources. ECORP will also review existing research completed for the property and conduct minimal additional archival and historical research to verify construction, use, and modification history for the property, and to ensure appropriate historical contexts.

ECORP will evaluate the packinghouse buildings against the eligibility criteria of the California Register of Historical Resources (CRHR) and City of Redlands criteria pursuant to compliance with CEQA. A summary of the research, methods, field documentation, updated evaluation, and integrity assessment will be compiled into an evaluation report. The report will provide the methods and qualifications, historic context, regulatory context, and results of the evaluation.

Task 002 – Impacts Assessment and Adaptive Reuse Plan (Optional Task)

If the packinghouse is found eligible for the CRHR or City list pursuant to compliance with CEQA in the built resources inventory report, ECORP will prepare an impacts assessment to determine if the proposed Project would significantly impact the character-defining features of the 304 9th Street Packinghouse. The proposed Project activities presented will be compared to the Level of Significance areas and character-defining features identified in the evaluation report prepared under Task 001. In addition, the proposed actions will be assessed against the Secretary of the Interior's (SOI) Standards for Rehabilitation.

Further, ECORP will prepare an adaptive reuse plan, with an emphasis on the preservation and reuse of the historic structure. The Plan will include considerations for preserving architectural integrity, investigating appropriate uses, and assuring compliance with preservation criteria and adherence to the SOI Standards for Rehabilitation. This Plan intends to capitalize on the packinghouse's historical relevance to contribute to the community's cultural legacy while meeting current demands. The Plan will function alongside the impacts assessment and consider broad reuse guidelines and criteria relevant to the reuse of the historical resource.

Task 003 – Project Management and Agency Coordination

ECORP anticipates coordination will be necessary between the RUSD and ECORP architectural historian staff for the proposed adaptive reuse of the packinghouse buildings. The balance of this task will be used for ECORP architectural historians to attend up to 4 project meetings via remote conference, as well as project management and strategic planning.

COST ESTIMATE

ECORP's estimated costs to conduct the architectural history tasks are provided in Table 1. This cost estimate is based on the scope of work and assumptions provided.

Table 1. Estimated Costs

Task/Phase/Activity	Cost (\$)
Task 001 – Evaluation of Packinghouse Buildings at 304 9 th Street	\$10,750
Task 002 – Impacts Assessment and Adaptive Reuse Plan (Optional Task)	\$6,350
Task 003 – Project Management and Agency Coordination	\$4,000
TOTAL COST ESTIMATE (INCLUDING OPTIONAL TASK)	\$21,100

Costing Assumptions:

- ❖ *The client will provide all details of the proposed project activity prior to initiating work.*
- ❖ *If available or known, the client will provide the previously completed inventory and evaluation report(s) and all attachments, including DPR 523 record and sufficient photographs, relevant to the resource prior to initiating work.*
- ❖ *The cost proposal is presented on a Time-and-Materials basis.*
- ❖ *Services will be based on existing data accessible to ECORP and may not predict all potential exposures but will conservatively identify those that are reasonably applicable to the current project.*
- ❖ *Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances, including agency or other delays due to the COVID-19 pandemic. ECORP will perform the services and accomplish the objectives within the presented costs and schedule. However, if the scope of work or schedule changes, ECORP will offer separate proposals for any out-of-scope work.*
- ❖ *ECORP Consulting, Inc. shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the Client, or other delays beyond the control of ECORP Consulting, Inc.*
- ❖ *Change orders will be issued and signed by the Client and ECORP Consulting, Inc. before starting additional work not provided for in the original proposal. If the Client's authorized representative is not*

available for a signature, the additional out-of-scope work will not commence until the change order is signed.

- ❖ *This cost is valid for a period of 90 days from the date of this the proposal. Beyond 90 days, ECORP Consulting, Inc. reserves the right to reevaluate the cost.*
- ❖ *Color copies, equipment, and other direct expenses are reimbursed with a 14% administrative handling charge (excluding mileage). These charges are included in the cost estimate above.*
- ❖ *Subcontractor expenses (if any) are reimbursed with a 12% administrative handling charge. These charges are included in the cost estimate above.*
- ❖ *Mileage is reimbursed at the current IRS rate. These charges are included in the cost estimate above.*

Thank you for the opportunity to submit this proposal for your consideration. If you have any questions regarding this request, please call me at (916) 782-9100.

Sincerely,
ECORP Consulting, Inc.



▼ Jeremy Adams
Northern California Cultural Resources Manager

Attachment: Fee Schedule

FEE SCHEDULE FOR PROFESSIONAL SERVICES¹

ECORP Consulting, Inc. – 2023 Rates

Principal I-IV	\$225-\$375
Senior I-IV	\$160-\$210
Staff I-III	\$135-\$150
Associate I-III	\$105-\$125
Assistant I-III	\$85-\$100
Technician I-III	\$65-\$85
GIS Specialist I-III	\$120-\$165
GIS Technician	\$100
Technical Editor	\$155
Publications Specialist I-II	\$100-\$120
Accountant I-III	\$115-\$160
Clerical	\$90

Technical classification includes biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 12% administrative handling charge.
4. Mileage will be billed at the current IRS rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.
8. ECORP will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost-of-living index and other factors.

¹ Rates effective December 2023 and are subject to change. Depending on the project requirements, titles may vary from this general list.