



## City Council Staff Report

Date: October 21, 2015 CONSENT CALENDAR

Subject: CORNELIA WHITE HOUSE EXTERIOR REPAIRS, CITY PROJECT NO. 15-16

From: David H. Ready, City Manager

Initiated by: Public Works & Engineering Department

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### SUMMARY

Previously, the City completed certain repairs to the Cornelia White House located at the Village Green. During completion of those repairs, it was discovered that significant deterioration to the Cornelia White House had occurred beyond the scope of any programmed capital project. The purpose of this item is to discuss an approach to initiate the Cornelia White House Exterior Repairs.

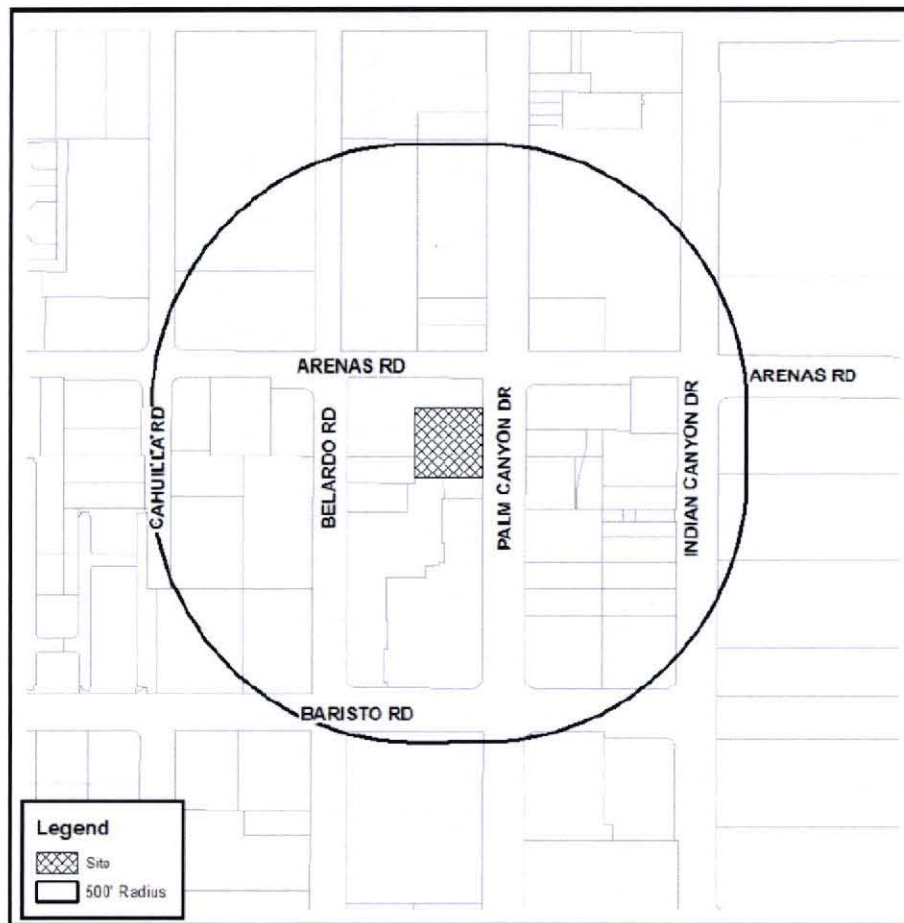
### RECOMMENDATION:

- 1) Adopt Resolution No. \_\_\_\_, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2015-2016 TO APPROPRIATE \$200,000 FOR THE CORNELIA WHITE HOUSE EXTERIOR REPAIRS, CITY PROJECT NO. 15-16;" and
- 2) Approve a Professional Services Agreement with Architectural Resources Group, Inc., in the amount of \$41,126 for architectural and historic preservation services to investigate and identify certain recommended repairs of the Cornelia White House;
- 3) Authorize the City Manager to execute all necessary documents.

### BACKGROUND:

On November 6, 2013, the City Council approved appropriations for certain projects from the Measure J Capital Project Fund, including \$50,000 for "Village Green Improvements." The Village Green is located in the Downtown Business District, shown here in the following vicinity map:

Item No. **2.L.**



Subsequently, staff coordinated with Interactive Design Corporation (“IDC”) under the on-call agreement for architectural services to prepare specifications for the removal and repair of the existing roof at the Cornelia White House located at the Village Green. An initial agreement with IDC for \$3,500 was approved by staff to coordinate and oversee the roofing repairs of this important historical building.

In April/May 2014, the roofing repairs were completed at the Cornelia White House, however, during review of the Cornelia White House roofing repairs, IDC and staff identified significant water damage to the exterior façade of the building, as well as deterioration of the exterior walls and windows. The water damage is primarily due to the fact that the exterior walls are constructed as three different wall types which have deteriorated and allowed water seepage into the walls themselves, as well as rain-water damage on the lower portions of the walls, and severe water damage where the walls rest on the stem wall foundation.

In some places, the exterior deterioration has reached a point where daylight is visible through portions of the walls, through joints between the window frames and wall framing, and through window sash and frames. An earlier report of the condition of the Cornelia White House list some of these same problems, but the conditions have deteriorated at a vastly accelerated rate due to automatic irrigation spray of adjacent turf and landscaped

areas onto the exterior walls. Staff has since eliminated this problem by revising the automatic irrigation system to avoid overspray onto the exterior walls; however, the damage must be repaired.

IDC has determined that the damage is a function of three construction flaws: the absence of any weather barrier between the exterior skin and the interior framing and finishes; the absence of flashing to shed water at the horizontal joints between the wall and water table or wall and foundation; and previous attempts to “seal” the wall by caulking the joints between the wall and foundation. IDC originally identified a potential solution by proposing installation of a “second skin” over the entire building, for the following reasons:

1. The construction of the building originally was unconventional and ad hoc, though overall the exterior exists as a vertical “board and batten” outer skin; and there is an overall continuity of the board and batten system that would be retained.
2. The unconventional ad hoc construction of the building has been compromised over time by the repeated water damage, and by the structure being moved twice, raising concern to the condition of the materials between the existing outer skin and the fragile board finish (not gypsum board) on the interior.
3. A second skin on the existing wall would establish a weather tight exterior skin consisting of a weather barrier and horizontal flashing.
4. A second skin would lend support to the building to the existing unconventional interior framing system (which has been observed as clearly deteriorated).
5. Removal and replacement of the windows (frames and sash) could be flashed and set into an opening that would no longer be sieve-like in terms of water and air infiltration.
6. A second skin would minimize the exposure and disturbance of the internal materials of the wall and the interior finishes, limiting the collateral damage that would occur by opening up the walls to repair/replace individual framing members, whether they are studs or railroad ties.

IDC also proposed to remove and rebuild each of the windows (frame and sash) with proper flashing and anchorage, by milling all muntins and mullions to the existing profile, retaining the sash (rails and stiles) the same dimensionally, and reusing the trim or replacing with in-kind material. A copy of IDC’s proposed approach to repairing the Cornelia White House is included as **Attachment 1**, and was estimated to cost \$115,050.

Given the Class 1 historic designation, IDC’s proposal to repair the Cornelia White House was presented to the Historic Site Preservation Board (“HSPB”) at its June 2014 meeting; a copy of the associated HSPB staff report is included as **Attachment 2**. However, at that meeting the HSPB reviewed the proposal for a “second skin” repair, and did not approve IDC’s proposed repairs on the basis that the repairs do not implement a true “repair and replace” method that would appropriately preserve the historic integrity of the building. At that time, the HSPB suggested that staff retain an architectural firm specialized in historic preservation to identify the best solution to repairing the building.

Taking HSPB's concerns into consideration, IDC reviewed alternatives and proposed a modified approach to identifying the repairs required at the Cornelia White House, described as:

1. Select three partial elevations representing each of the types of wall construction, and do a removal/investigation of each of the existing systems. This approach would be piece-by-piece to provide a better understanding of the conditions that lie within the walls and the true construction method and materials.
2. Address a defined section (as shown on preliminary drawings) so that in the process of removing/repairing/replacing a weather barrier and weep screed can be added that will prevent further water intrusion.
3. This investigation/removal has the inherent danger of damaging interior finishes because in some locations it is expected that the interior finish is attached directly to railroad ties that make up the "structure" of the wall. Furthermore, there are some locations where the wood deterioration is so extensive that repair and/or replacement cannot be reasonably accomplished.
4. The repair and replace method would be monitored so any work that might result in substantial damage could be halted quickly.

A copy of IDC's modified approach to repairing the Cornelia White House is included as **Attachment 3**, with an estimated construction cost of \$101,850. IDC presented their modified approach to the HSPB at their July 8, 2014, meeting; a copy of the associated staff report is included as **Attachment 4**. However, at that meeting the HSPB did not approve IDC's modified approach, and recommended that the City retain a professional forensic architect specializing in historic preservation to identify the appropriate corrective repairs required to retain the integrity of the building.

With direction given by the HSPB, staff coordinated with IDC on preparation of a Request for Proposals ("RFP") to retain an architect specialized in historic preservation that could review the Cornelia White House and recommend the most appropriate repairs. IDC coordinated preparation of the RFP and solicitation to specialized firms, and received three proposals from the following firms:

1. Architectural Resources Group, Inc.; Pasadena, CA (Christopher Smith)
2. Historic Resources Group; Pasadena, CA (Peyton Hall)
3. Wiss, Janney, Elstner Assoc., Inc.; Pasadena, CA (Kyle Normandin)

IDC convened a selection committee comprised of Reuel Young, Patrick Sweeney, Nicolette Wenzell and Jeri Vogelsang from the Historical Society, to review the three proposals received. The selection committee agreed that Architectural Resources Group ("ARG") was the most responsive and desirable firm. Staff has prepared a Professional Services Agreement ("PSA") with ARG to provide architectural and historic preservation services to the City associated with the Cornelia White House, in an amount not to exceed \$41,126; a copy of the PSA is included as **Attachment 5**. The scope of services of the PSA is limited to:

- Investigation and documentation of the building to identify existing conditions, construction type, extent of damage, and prepare draft report including findings and recommendations for presentation to the HSPB;
- Interim Presentation of draft report to HSPB, including probable cost for ARG's recommended approach (***note, a recommended repair has not yet been identified, and no cost estimate for required repairs will be available until such time as ARG has completed their draft report***);
- Preparation of construction documents based on draft report recommendations approved by HSPB (***note, ARG's scope relies on continuation of oversight and support from IDC as the architect-of-record to prepare full construction document package for bidding***);
- Bidding phase services;
- Field observations;
- Documentation (final report)

Staff is recommending that the City Council approve the PSA with ARG, as recommended by the HSPB, which will identify certain recommended repairs of a yet undetermined cost. Following identification of recommended repairs, and approval of those repairs by the HSPB, it will be necessary to coordinate preparation of final construction drawings of those repairs by IDC (for a cost yet to be determined), pursuant to an amendment to the agreement with IDC to be approved by the City Council at a later date.

#### ENVIRONMENTAL IMPACT:

Implementing exterior repairs to the Cornelia White House, a Class 1 Historic Site, is considered a "Project" under California Environmental Quality Act (CEQA) Guidelines. Pursuant to Section 15064.5 "*Determining the Significance of Impacts on Historical and Unique Archeological Resources*", the Cornelia White House is a "historic resource" under CEQA because it is listed in the local register of historic resources (Class 1, HSPB No. 4). According to CEQA, a project with an effect that may cause a "substantial adverse change" in the significance of a historical resource is a project that may have a "significant effect" on that resource. "Substantial adverse change" includes alteration of the immediate surroundings of the historic resource such that the significance of the resource would be materially impaired. However, CEQA allows for a Class 31 Categorical Exemption (Historical Resource Restoration/Rehabilitation) for projects involving maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer ("the Standards"). Therefore, to the extent the recommended repairs will preserve the existing historic building, staff has determined that a Class 31 Categorical Exemption applies to the Cornelia White House Exterior Repairs, City Project No. 15-16; a copy of the Notice of Exemption is included as **Attachment 6**.

**FISCAL IMPACT:**

The City Council previously budgeted \$50,000 from the Measure J Capital Improvement Fund (Fund 260) for the Cornelia White House Exterior Repairs. This budget has been exhausted in completing the re-roof and landscape irrigation retrofit repairs that were the original scope of the project.

ARG will investigate and identify recommended repairs that will best preserve the historic integrity of the Class 1 building. However, IDC's recommended repairs have been estimated to cost \$115,050 ("second skin" approach) or \$101,850 ("piece by piece" approach). A copy of IDC's estimate is included as **Attachment 7**.

Staff recommends that the City Council adopt a Budget Resolution to appropriate \$200,000 from General Fund Balance for the Cornelia White House Exterior Repairs, City Project No. 15-16, included as **Attachment 8**.

**SUBMITTED**

Prepared by:

Approved by:

  
\_\_\_\_\_  
Marcus L. Fuller, MPA, P.E., P.L.S.  
Assistant City Manager/City Engineer

  
\_\_\_\_\_  
David H. Ready, Esq., Ph.D.  
City Manager

**Attachments:**

1. Interactive Design Corporation Proposal
2. 6-10-14 HSPB Report
3. Interactive Design Corporation Modified Proposal
4. 7-8-14 HSPB Report
5. Professional Services Agreement with ARG
6. Notice of Exemption
7. IDC Estimates
8. Resolution

# Attachment 1



# PROJECT RECORD

INTERACTIVE DESIGN CORPORATION

ARCHITECTS +

199 S. Civic Drive, Suite 10

Palm Springs, California 92262

T: (760) 323-4990 F: (760) 322-5308

mail@interactivedesigncorp.com

DATE 15MAY2014

TO Ken Lyon  
VIA hand delivery  
FROM Reuel Young  
PROJECT IDC No. 1311.4  
SUBJECT Cornelia White House exterior walls

Page 1 of 3

## DISTRIBUTION

We are proceeding with development of the above referenced project in accordance with our understanding of the material issues noted below. Unless we receive written clarification or amendment by the third business day from the date of this project record, the following will be considered as confirmed instruction and understanding. ©

Fax:

Ken,

As you are aware we are working to address the water damage to the Cornelia White House. On Monday, May 19 we will be formally submitting an AMM application for review by the Palm Springs Historic Site Preservation Board of the repair and partial rehabilitation of the Cornelia White House in Heritage Square, Downtown Palm Springs.

Below is a description of our overall approach for your use in preparing the staff report. The application with graphic exhibits will be submitted Monday.

Our submittal will include four sheets: 1) title sheet with aerial, roof plan and floor plan; 2) CAD and photographic elevations for the existing building; 3) photographs and wall sections illustrating the existing construction type (3 wall types) and the types of damage we will be addressing; and 4) specific locations and details illustrating the existing condition and proposed approach.

What follows is a description of the work related to the walls and windows.

As you are aware, the first phase of the work to address damage to the CWH was to replace the roof. That work has been done, the painting of paint exposed metal and waterproof primer.

This second phase of work includes the exterior walls and windows. There are three distinct wall construction types, but one common problem: severe water damage. The various types of wall construction have deteriorated over time due to water leakage from above (through holes in the roof and seepage into the walls themselves); from rain-water damage on the lower portions of the walls; and severe water damage where the walls rest on both the water table and the stem wall foundation.

The damage has reached a point where daylight is visible through portions of the walls, through joints between the window frames and wall framing, and through window sash and frames.

An earlier report of conditions list some of the same problems, but the conditions have deteriorated at a vastly accelerated rate because of automatic irrigation spray onto the walls surfaces.





## I N T E R A C T I V E   D E S I G N   C O R P O R A T I O N

Ultimately, however, the damage is a function of three construction flaws: the absence of any weather barrier between the exterior skin and the interior framing and finishes; the absence of flashing to shed water at the horizontal joints between wall and water table or wall and foundation; and previous attempts to “seal” the wall by caulking the joints between wall and foundation.

All three conditions essentially trap water within the exterior skin, and allow it to wick up from the horizontal joint or migrate inward from moist outer skin into framing members.

We have not done any destructive investigation except to peel a few rotting battens away to probe and peek between the vertical boards or railroad ties. So the extent of internal deterioration while glaringly evident in a few locations is not known throughout the building.

Having looked and probed we propose a solution to the overall problem of migrating water and subsequent damage that essentially leaves the existing materials in place, and installs a “second skin” over the entire building. Clearly this will have local conditions that have to be addressed carefully and creatively, but it is our view that this approach will accomplish the long term goal of preserving the building as a whole. Our hope is that the HSPB will see the wisdom of this approach, and then we would prepare a more extensive set of details addressing particular unique conditions. And of course, during construction there will be questions that would have to be addressed in the spirit of this approach.

We propose this approach for the following reasons:

1. The construction of the building originally was unconventional and ad hoc, though overall the exterior exists as a vertical “board and batten” outer skin. There is an overall continuity of the board and batten system that will be retained.
2. The unconventional and ad hoc construction of the building has been compromised over time by the aforementioned water damage, by the structure being moved twice. So we are concerned as to what and in what condition the materials are between the existing outer skin and the fragile board finish (not gypsum board) on the interior.
3. By placing a second skin on the existing wall a weather tight exterior skin can be achieved consisting of a weather barrier and horizontal flashing.
4. This second skin will also lend support to the building to the existing unconventional interior framing system (which in some locations is clearly deteriorated).
5. The removal and replacement of the windows (frames and sash) can be flashed and set into an opening that will no longer be sieve-like in terms of water and air infiltration.
6. This approach also minimizes the exposure and disturbance of the internal materials of the wall and the interior finishes. It will limit the collateral damage that



## I N T E R A C T I V E   D E S I G N   C O R P O R A T I O N

could occur if we “open up” the walls to repair/replace individual framing members, whether they be studs or railroad ties.

In addition to the outer skin, each of the windows (frame and sash) will be removed, rebuilt and reinstalled with proper flashing and anchorage. All muntins and mullions will be milled to the existing profile, the sash (rails and stiles) will be the same dimensionally, and the trim will be re-used if possible or replaced with in-kind material. However, the frames of the windows will be different because the jamb depth will increase by approximately 1.5 inches to accommodate the horizontal ribbon nailers and new vertical boards that comprise the “second skin.”

The horizontal ribbon nailers will be 0.625 x 2.5 inch, S4S (surface four sides) of hem-spruce material; the new vertical boards will be 0.875 x 5.75 inch, SIS (surface one side), all heart redwood; the lath will be 0.375 x 1.625 inch, redwood lath.

The weatherbarrier will be a TYVEK-type wrap. The flashing will be 26 gage galvanized iron with a hem for edge stiffness.

Please review the attached package and schedule the project for review by the HSPB for the June meeting.

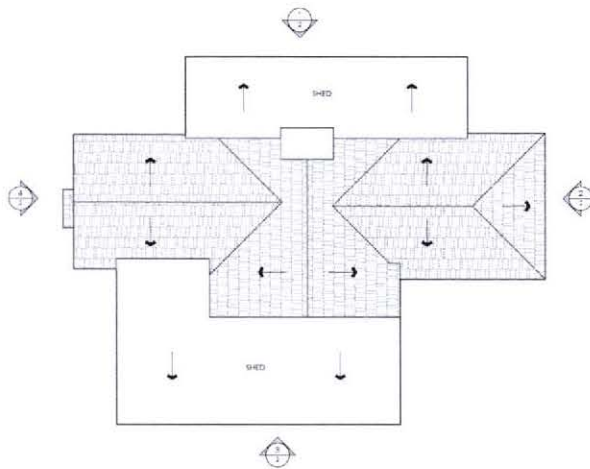
Please call with questions.

Respectfully,

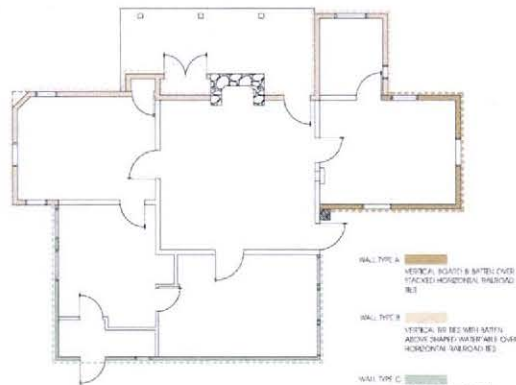
Reuel Young

# CORNELIA WHITE HOUSE REHABILITATION

## CITY OF PALM SPRINGS



ROOF PLAN



FLOOR PLAN FOR WALL TYPES

INTRODUCE A SECONDARY FACADE IN A MANNER THAT IS SAFE AND HAS A MINIMAL IMPACT AND DISTURBANCE TO THE EXISTING STRUCTURE. FUR CUT NEW EXTERIOR FACADE AROUND COMPLETE BUILDING STRUCTURE.

**WALL ASSEMBLY:**  
SHALL BE CONSTRUCTED IN A MANNER TO PROTECT EXISTING STRUCTURE FROM FUTURE WATER DAMAGE.

SHALL BE CONSTRUCTED IN A MANNER TO CREATE A CLOSED ENVIRONMENT TO PRESERVE THE STRUCTURAL INTEGRITY OF THE WALL MEMBERS, THE BUILDING STRUCTURE AND INTERIOR.

- SHEET 1 TITLE SHEET WITH FLOOR PLAN, ROOF PLAN & AERIAL PLAN
- SHEET 2 EXTERIOR ELEVATIONS & EXISTING PHOTOGRAPHS
- SHEET 3 EXISTING WALL CONDITIONS, TYPE A & B
- SHEET 4 EXISTING WALL CONDITIONS, TYPE C
- SHEET 5 WALL DETAILS, TYPES A, B & C

SCOPE OF WORK

SHEET INDEX



AERIAL VIEW

# CORNELIA WHITE HOUSE

221 SOUTH PALM CANYON DRIVE, PALM SPRINGS, CA 92262

TITLE SHEET  
SCALE 3/16" = 1'-0"

INTERACTIVE DESIGN CORPORATION  
199 S. CIVIC DRIVE, SUITE 10, PALM SPRINGS, CA 92262  
T: 760.323.4990

1311.4  
19MAY14



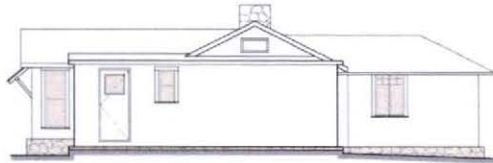
WEST ELEVATION

4



EAST ELEVATION

2



SOUTH ELEVATION

3



NORTH ELEVATION

1



# CORNELIA WHITE HOUSE

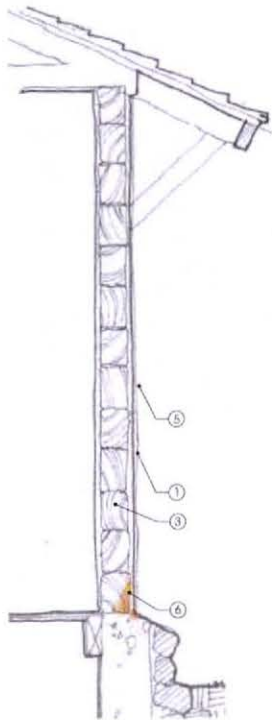
221 SOUTH PALM CANYON DRIVE, PALM SPRINGS, CA 92262

## EXTERIOR ELEVATIONS

SCALE 3/16" = 1'-0"

INTERACTIVE DESIGN CORPORATION 1311.4  
199 S. CIVIC DRIVE, SUITE 10, PALM SPRINGS, CA 92262 19MAY14  
T: 760 393 4990





EAST WALL - TYPE A



VERTICAL BOARD & BATTEN OVER STACKED HORIZONTAL RAILROAD TIES



WATER DAMAGE TO VERTICAL BOARD & BATTEN AND INTERNAL WATER DAMAGE TO HORIZONTAL STACKED RAILROAD TIES



NORTHEAST FACING ELEVATION

SCOPE OF WORK

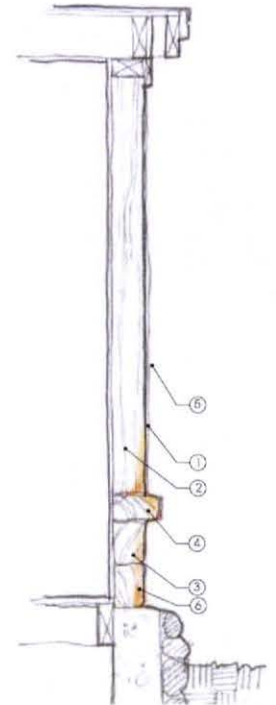
- ① REMOVE CAULK & BATTENS
- ② REPAIR & EPOXY VERTICAL RAILROAD TIES
- ③ REPAIR & EPOXY HORIZONTAL RAILROAD TIES
- ④ REPAIR & EPOXY WATER TABLE
- ⑤ ADD SECOND SKIN OVER WEATHER BARRIER
- ⑥ AREA OF WATER DAMAGE



VERTICAL RAILROAD TIES WITH BATTEN ABOVE SHAPED WATERTABLE OVER HORIZONTAL RAILROAD TIES



WATER DAMAGE TO RAILROAD TIES & WATERTABLE



NORTH WALL - TYPE B



# CORNELIA WHITE HOUSE

221 SOUTH PALM CANYON DRIVE, PALM SPRINGS, CA 92262

## EXISTING CONDITIONS

SCALE 1 1/2" = 1'-0"

■■■ INTERACTIVE DESIGN CORPORATION 1311.4  
 ■■■ 199 S. CIVIC DRIVE, SUITE 10, PALM SPRINGS, CA 92262 19MAY14  
 ■■■ T: 760.323.4990



SOUTH FACING ELEVATION CONSTRUCTION ADDED 19XX. LANDSCAPE & IRRIGATION SHOULD BE REMOVED TO DECELERATE DETERIORATION AND TO NOT DAMAGE REPAIRED WALLS.

SCOPE OF WORK

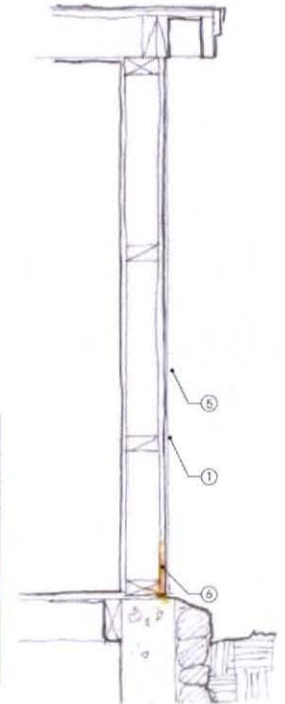
- ① REMOVE CAULK & BATTENS
- ② REPAIR & EPOXY VERTICAL RAILROAD TIES
- ③ REPAIR & EPOXY HORIZONTAL RAILROAD TIES
- ④ REPAIR & EPOXY WATER TABLE
- ⑤ ADD SECOND SKIN OVER WEATHER BARRIER
- ⑥ AREA OF WATER DAMAGE



VERTICAL BOARD & BATTEN OVER STUD FRAMING



WATER DAMAGE TO VERTICAL BOARD & BATTEN



SOUTH WALL - TYPE C



# CORNELIA WHITE HOUSE

221 SOUTH PALM CANYON DRIVE, PALM SPRINGS, CA 92262

## EXISTING CONDITIONS

SCALE 1 1/2" = 1'-0"

■■■ INTERACTIVE DESIGN CORPORATION 1311.4  
 ■■■ 199 S. CIVIC DRIVE, SUITE 10, PALM SPRINGS, CA 92262 19MAY14  
 ■■■ T. 760.323.4990



EAST FACING ELEVATION



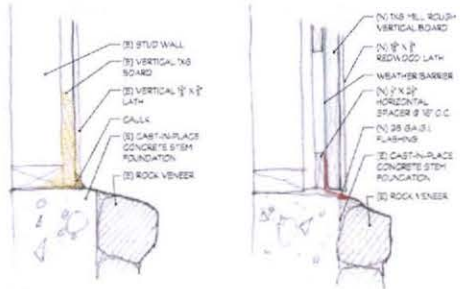
VERTICAL RAILROAD TIES WITH BATTEN & BOARD ABOVE SHAPED WATER TABLE OVER HORIZONTAL RAILROAD TIE



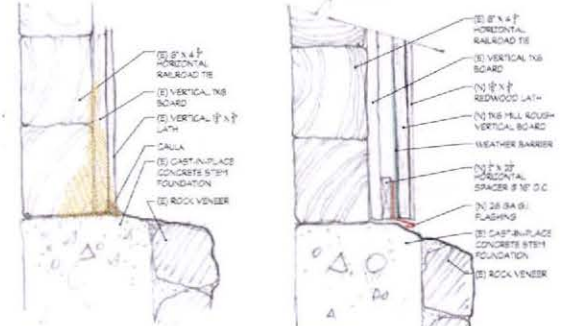
VERTICAL BOARD & BATTEN OVER STUD FRAMING



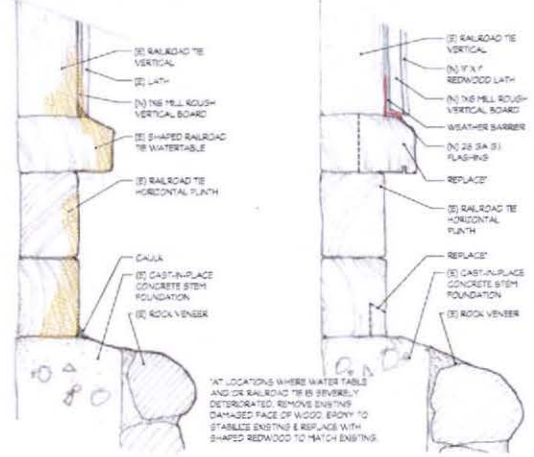
VERTICAL BOARD & BATTEN OVER STACKED HORIZONTAL RAILROAD TIES



EXISTING PROPOSED  
WALL TYPE C



EXISTING PROPOSED  
WALL TYPE B



EXISTING PROPOSED  
WALL TYPE A



**CORNELIA WHITE HOUSE**  
221 SOUTH PALM CANYON DRIVE, PALM SPRINGS, CA 92262

**WALL DETAILS**  
SCALE 3" = 1'-0"

INTERACTIVE DESIGN CORPORATION 1311.4  
199 S. CIVIC DRIVE, SUITE 10, PALM SPRINGS, CA 92262 19MAY14  
T: 760.323.4990

# Attachment 2





## HISTORIC SITE PRESERVATION BOARD STAFF REPORT

DATE: June 10, 2014

NEW BUSINESS

SUBJECT: A CERTIFICATE OF APPROVAL REQUEST BY THE CITY OF PALM SPRINGS FOR STABILIZATION AND REHABILITATION OF THE EXTERIOR OF THE CORNELIA WHITE HOUSE, A CLASS 1 HISTORIC SITE LOCATED AT THE VILLAGE GREEN PARK (221 SOUTH PALM CANYON DRIVE) HSPB #4, (ZONE CBD) AND A CATEGORICAL EXEMPTION PURSUANT TO CEQA.

FROM: Department of Planning Services

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### SUMMARY

On May 8, 2012 the HSPB voted 6-0 to grant a Certificate of Approval for repairs to the Cornelia White House and re-design of the landscape immediately adjacent to the house in order to stop water damage to the structure that has been caused by irrigation sprayers in the adjacent lawn. A portion of the approved repairs have been implemented including replacement of the roof. The current certificate of approval is seeking approval of an alternative approach from what was previously approved for stabilization and repairs for the perimeter walls of the structure.

### RECOMMENDATION:

Approve the certificate of approval with conditions as follow:

- Remove the turf and sprinklers from the first five (5) feet around the entire building and redirect all existing sprinklers to eliminate any overspray of water onto the structure prior to any repair work.
- Ensure all portions of the railroad tie "belt course" are provided with a saw kerf drip edge and that the rebuilt face of this beltcourse is extended outward to provide the same visual dimensional projection from the new siding above it as exists with the existing siding.
- Remove all caulk from the bottom of the existing walls to allow any remaining moisture in the wall to migrate out.
- Retain an exposed portion of wall showing the railroad tie construction (possibly the west exterior wall of the bathroom, under the front porch roof, adjacent to the front door) in order to retain a visual understanding of this important character-defining element of the house.
- Assure any areas of redwood patch at the railroad timbers that is exposed is as similar as possible in grain and texture (rough sawn) as the adjacent original material.

- Address and replace portions of the interior wall and ceiling surfaces that are heavily damaged by water infiltration with material and construction details to match existing.
- Bring the landscape plan for the area immediately adjacent to the house to a future HSPB meeting for approval.
- Integrate a replacement fence, wall or other effective screening device for the air conditioning equipment at the southwest corner of the house and submit to HSPB for approval prior to construction. Establish a long term plan for the relocation of this mechanical equipment (in the event of its ultimate failure or replacement) away from the house, preferably on the back side with appropriate screening and security.
- Consistent with the Secretary of Interior Standards, provide photo-documentation to substantiate the rehabilitation process and provide a package submittal of this material to the Planning Department for the archival file on this site upon completion of the project.

#### ISSUES:

- The proposed project currently does not include removal of the turf and irrigation sprayers which are the primary cause of deterioration in the wall structure.
- The project protects the existing wood railroad ties and battens by placing a “veneer” wall immediately in front of the original structure that integrates proper water barriers, flashing and drip edges.
- Review of the project for consistency with the Secretary of the Interior Standards for Rehabilitation of Historic Structures.

#### BACKGROUND:

##### *Physical Characteristics of the Structure.*

The Cornelia White house was built in 1893 by Dr. Welwood Murray, the area’s first hotelier. It is believed to be the second oldest extant structure in Palm Springs<sup>1</sup> One of the most distinctive aspects of this site is that the original part of the house was constructed using railroad ties salvaged from the Palmdale Railroad.<sup>2</sup>

It appears that the railroad ties were primarily used to create the exterior walls of the

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<sup>1</sup> The Judge John McCallum Adobe, built circa 1884 is believed to be the oldest surviving structure in Palm Springs.

<sup>2</sup> The Palmdale Railroad was a 12-mile narrow gauge horse-drawn railroad built in 1888 by a group of early land speculators. The railroad was intended to bring settlers from the main rail station at Seven Palms (roughly where the present Amtrak station is located) to the remote 160 acres that comprised “Palmdale”; roughly in the vicinity of where Smoketree Ranch is today. Its alignment was roughly along present-day Farrell Drive.

A drought in 1888 that dried up the water source from the Whitewater River, ended the dream of Palmdale. The railroad, built to bring people and goods from the Seven Palms station to Palmdale, was in operation for only a couple months (from July 1888 until September).

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house. In some walls, the ties were laid horizontally and stacked on top of each other like a log cabin. In other areas, they are set vertically to form walls. An understanding of how the walls were constructed is described below and assists in evaluating the appropriateness of the proposed stabilization and rehabilitation:

For most of the walls, a “base” of two rows of railroad ties were laid horizontally on the stone foundation. These were topped with a railroad tie “beltcourse” that was set slightly out from the face of the horizontal ties and forms a “sill” with a beveled edge on top. Water on this beltcourse runs back and infiltrates the joints between the ties, causing decay. Above this sill, the railroad ties were placed vertically with “batten strips” covering the joint between the vertical railroad ties. (none of the batten strips appear to be original.) Water seeps behind the batten strips and infiltrates the ties. In some instances, the railroad ties are covered with vertical board and batten siding and caulked where they abut the stone foundation. Water infiltration occurs at these battens. The caulk traps the water within the wall assembly and contributes to decay. The roof structure above the railroad tie walls appears to be framed in conventional lumber. The interior walls appear to be conventional lath and stucco on furring strips laid over the railroad ties. Water seepage through the wall has caused substantial water damage to the interior finishes in several locations. A unique “barrel vault” ceiling in the main living room and a pyramidal ceiling in the bedroom add to unique construction features of this structure.

An addition was constructed on the house, presumably shortly after Ms. White purchased the home. It was built in conventional wood framing with board and batten vertical siding that suffers the same water damage from irrigation overspray, lack of flashing and improper caulking at the bottom of the siding which traps water within the wall assembly.

The front covered porch appears to be detailed similarly to the original roof framing, however staff believes it was rebuilt at some time, perhaps during one of the moves of the house.

*About Cornelia White.*

White arrived in Palm Springs in 1913 with her older sister, Dr. Florilla White, a practicing physician. Both were adventurous characters known for their generous philanthropy including substantial land donations for the “Desert Museum” (now the Palm Springs Art Museum). The sisters became life-long residents of Palm Springs. When Welwood Murray died in 1914, Cornelia White bought the house as part of a larger real estate purchase. She built an addition to the house shortly after purchase to provide space for a home office and expanded kitchen.

The house remained in White's possession until her death in 1961 at which time she bequeathed it to the Palm Springs Historical Society (which at the time was a corporate part of the City). Originally located roughly where the La Plaza is today, the house was moved to the southeast corner of Indian Canyon Drive and Tahquitz in 1944, and then moved again in 1979 to its present location.

*Current Conditions and Project Scope.*

There have been no photos or images of the house discovered that would provide insights on how it existed during White's ownership. The oldest known photo is shown below, when the house was moved in 1979.



**MOVING THE CORNELIA WHITE HOUSE IN 1979 TO THE VILLAGE GREEN PARK**

At this time, the City has not commissioned a comprehensive or "invasive" forensic investigation into the structure. The professional consultants have relied on visual inspection of the home to guide them in their proposal for its stabilization and rehabilitation. (where advanced decay is present the substrate and construction configuration "within the walls" has been documented).

For the past several years, the house has experienced accelerated deterioration due to exposure to water overspray from the lawn irrigation system in the Village Green Park. The constant soaking of the wood exterior has caused substantial rotting of the original railroad ties, the windows, siding, and other interior and exterior components<sup>3</sup>.

The current project proposes to leave most of the deteriorated wood railroad ties and board and batten siding undisturbed and in place. Over the entire perimeter, starting from the top of the beltcourse timber, existing batten strips are proposed to be removed

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<sup>3</sup> City Facilities Management director Patrick Sweeney's staff is recommending removal of the turf on the back side of the Cornelia White House and planting of "Dwarf Bottle Bush (commonly known as "Little John") Crown of Thorns, Red Yucca (Hesperaloe), and Agave Stricta (Hedge Agave) in order to keep consistent with what is currently utilized Downtown palm tree planters, however a specific landscape plan has not been developed for review and approval by the HSPB.

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and horizontal furring strips ½ inch in thick and 2-1/2 inches wide are to be nailed to the face of the railroad ties every 16 inches vertically. The same detail is proposed over the board and batten siding on the addition. A polyethylene moisture barrier (often referred to by its brand name “Tyvek”) is proposed to be “wrapped” over the existing structure and the new horizontal furring strips. Over this moisture barrier, a new “face” of rough sawn 1” x 6” “siding” boards with 1 5/8ths x 3/8ths inch redwood lath strip “battens” is proposed. Just above the top of the stone foundation, a 26 gauge “drip edge” or “weep screed” is fastened to the new horizontal furring strips. This metal drip edge is intended to capture any moisture that collects or seeps behind the new board and batten siding and direct it out of the wall.

The assembly above is not proposed over the horizontally laid railroad ties at the base of the wall. Where significant deterioration has occurred at the horizontally laid railroad ties and “beltcourse” at the base of the wall, the project proposes to “remove the damaged portions of wood”, coat the remainder of the timber with epoxy to stabilize it and to replace the deteriorated portion with redwood “patches”<sup>4</sup>. Where the beltcourse must be replaced, a drip edge or “kerf” is proposed to be cut in at the bottom edge to help reduce water migrating back along the face of the wall. Replacing the deteriorated railroad ties with “new” salvaged railroad ties is not appropriate because (1) Creosote and other preservatives are toxic, (2) “Modern” railroad ties are of a different dimension than these “narrow gage” ties. The original ties may have been fir or pine, however redwood is the appropriate wood type because it is more resistant to mold, mildew and rot than fir or pine.

Several windows and doors have been replaced in the past with solid wood and single pane glass. Those in good condition and that are historically appropriate, are proposed to remain. Windows and doors that are seriously deteriorated are proposed to be replaced in a similar manner. Where the new siding “overlay” is proposed, window and door jamb widths will be extended to accommodate the thicker wall profile. An existing flat service door, clearly not original to the structure, on the west elevation is proposed to be replaced with a panelized solid wood door with multi-pane half lite of a similar panel construction to that which might have been used in the early 1900’s and similar to the front door of the Cornelia White house (an approach that is consistent with the Secretary of the Interior Standards).

Holes and openings in the fieldstone foundation and walls will be grouted and sealed to eliminate current problems with infestations of rodents and feral cats under the structure.

#### ANALYSIS:

Pursuant to Municipal Code Section 8.05.180, “*No person may undertake any of the following within or upon a Class 1 historic site without a certificate of approval from the*

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<sup>4</sup> The practice of cutting out damaged or deteriorated portions of a building and fastening, pinning or epoxying in “patches” or “Dutchman” that can be matched in color and texture to the existing surface, is commonly used in the repair of limestone buildings and is the recommended approach for wood also.

*historic site preservation board:*

- (1) *Construction of a new structure;*
- (2) *The moving, demolition or alteration of an existing structure in any manner which affects the exterior appearance of the structure;*
- (3) *A change in land use which affects the exterior appearance of a structure or the interior arrangement of public buildings;*
- (4) *The erection, remodeling or replacing of a sign which affects the exterior appearance of a structure.”*

The project proposes an alteration to the exterior and thus a certificate of approval is required. The Cornelia White house is a public building and thus modifications to the interior are subject to HSPB approval also. At this time, although there is water damage to the interior, no interior modifications are proposed. Pursuant to PSMC 8.05.220, any work involving the general maintenance and repair that does not exceed \$1,500 would not require further HSPB approval.

<b>Related Relevant City Actions by Planning, Fire, Building, etc...</b>	
September 5, 1984	City Council designated the Cornelia White house as a Class 1 historic site (CC Reso 15215)
June 13, 2000	HSPB approved certificate of approval for construction of a patio between the White house and McCallum Adobe.
July 7, 2002	Staff approval of replacement door to courtyard with 10-panel wood and glass “French” door. (appears was not installed as approved).
December 14, 2010	HSPB approved a Certificate of Approval for replacement of the signage at the Cornelia White house.
April 12, 2011	HSPB approved Certificate of Approval for replacement of the roof.
September 13, 2011	HSPB approved Certificate of Approval for re-placing an existing wood sign.
May 8, 2012	HSPB approved Certificate of Approval for numerous repairs, and rebuilding of deteriorated components, including approval of a revised landscape plan, removing the grass and spray nozzles from the area immediately adjacent to the structure.
2014	City Council allocates \$50,000 of Measure J funds toward the stabilization and rehabilitation of the Cornelia White house.

<b>Neighborhood Meeting</b>	
None	

<b>Ownership Status</b>	
1961	Bequeathed by Cornelia White upon her death to the Palm Springs Historical Society (City of Palm Springs).

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ANALYSIS:

Review of the proposal against the Historic Preservation Ordinance.

There are no specific findings required for Certificates of Approval, however, pursuant to Municipal Code Section 8.05.190, the Board shall consider the following in reviewing and acting upon a certificate of approval application:

- (1) The historic value and significance, or the architectural value and significance or both, of the structure and its relation to the historic value of the surrounding area;

The historic significance of the Cornelia White House is well documented. The structure is suffering from significant damage and deterioration due to water infiltration, animal infestation and deferred maintenance. The proposed project in effect, “protects in place” the historic structural components while creating a water-resistant “veneer” that should arrest further decay and water infiltration. Visually, the added layer of board and batten siding replicates the general appearance of the original house. Although most of the original railroad tie construction will be covered, a significant portion at the front door, which is protected from weather by the porch roof, will remain exposed. Leaving a significant portion of the railroad tie construction exposed is important in conveying to the public this important character-defining feature of the Cornelia White House.

The Cornelia White House has been moved twice prior to the proposed project and no longer retains or conveys its relationship to the surroundings in which it was constructed.

- (2) The relationship of the exterior architectural features of any structure to the rest of the structure itself and to the surrounding area;

The proposed rehabilitation and stabilization of the White house is intended to halt further deterioration of the exterior and interior architectural features of the structure. Although it is not a restoration per se, it should prevent further loss of the historic fabric of the materials and appearance of the original structure. The greatest impact to the historic materials will be the nailing of the furring strips to the original railroad ties and the original board and batten siding. Staff believes these are less than significant impacts. A future comprehensive restoration of the original structure that might involve removal of the proposed veneer could easily include filling of the minute nail holes created by nailing the proposed furring strips to the structure without adversely impacting the integrity of the site.

- (3) The general compatibility of exterior design, arrangement, texture and material which is proposed by the applicant;

The City is proposing to protect in place the original structure of the Cornelia White house with a new “veneer” of redwood board and batten siding and moisture barrier.



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This material replacement of rotted portions of the few railroad ties that will remain exposed with solid, rough-sawn redwood will

- (4) Archaeological or ecological significance of the area.

The proposed project does not impact any known archaeological or ecological significance of the site.

Staff believes the proposed modifications meet the guidelines for granting a certificate of approval by the HSPB.

### ENVIRONMENTAL ASSESSMENT

The proposed site modifications are deemed a Project under the guidelines of the California Environmental Quality Act (CEQA). Pursuant to Section 15064.5 “*Determining the Significance of Impacts on Historical and Unique Archeological Resources*”, the Cornelia White House is a “historic resource” under CEQA because it is listed in the local register of historic resources (Class 1, HSPB No. 4). The historic defining characteristics of this site include the railroad tie construction, and the original board and batten siding of the circa-1914 addition, the stone chimney, and the interior vaulted ceilings. The front porch, although likely reconstructed at some time in the recent past, appears to have been detailed similarly to the existing house, thus staff believes it should be considered a defining characteristic also, as is the fieldstone foundation.

According to CEQA, a project with an effect that may cause a “*substantial adverse change*” in the significance of a historical resource is a project that may have a “*significant effect*” on that resource. “Substantial adverse change” includes alteration of *the immediate surroundings of the historic resource such that the significance of the resource would be materially impaired.*

The proposed project affects the Cornelia White house by introducing furring strips, a vapor barrier with metal drip edge, new board and batten vertical wood siding, and significant patching and replacement of deteriorated wood railroad ties. CEQA allows for a Class 31 Categorical Exemption (*Historical Resource Restoration / Rehabilitation*) for projects involving maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer (“the Standards”).

Attached are excerpts from the Standards relevant to the proposed project. Staff has reviewed the project against these excerpts and believes the project is consistent with the methodology and approach prescribed therein. The project does impact the building, but not to the level of “a substantial adverse change” nor does it “materially



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impair” the significance of the historic resource or the character-defining historic elements of the building. The proposed project stabilizes, protects-in-place and rehabilitates and repairs deteriorated portions of the Cornelia White house without compromising its historic integrity or causing material impairment to this historic resources. Staff therefore proposes a Class 31 Categorical Exemption for the project.



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Ken Lyon, RA  
Associate Planner

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M. Margo Wheeler, FAICP  
Director of Planning Services

Attachments:

1. Vicinity Map.
2. Reduced Plans dated May 19, 2014
3. Project Record narrative dated May 15, 2014
4. Excerpt from HSPB minutes of May 6, 2012.
5. Excerpt from the Secretary of the Interior Standards for the Rehabilitation of Historic Structures.
6. Downtown palm tree planter photo

# Attachment 3



# PROJECT RECORD

INTERACTIVE DESIGN CORPORATION

ARCHITECTS +

199 S. Civic Drive, Suite 10

Palm Springs, California 92262

T: (760) 323-4990 F: (760) 322-5308

mail@interactivedesigncorp.com

DATE 26JUN2014

TO  
VIA  
FROM  
PROJECT  
SUBJECT

Ken Lyon  
email

Reuel Young  
IDC No. 1311.3

Alternative approach to CWH

Page 1 of 3

## DISTRIBUTION

We are proceeding with development of the above referenced project in accordance with our understanding of the material/issues noted below. Unless we receive written clarification or amendment by the third business day from the date of this project record, the following will be considered as confirmed instruction and understanding. ©

Fax:

Ken,

Based upon the comments during the 10JUN14 HSPB meeting and our recent site visit. I would like to present the Board an alternative to our original proposal to "wrap and protect" the existing building. While I still recommend this approach, an alternative would be as follows:

Select three partial elevations representing each of the types of wall construction, and do a removal/investigation of each of the existing systems. This approach would be piece-by-piece to give us a better understanding of the conditions that lie within the walls and the true construction method and materials.

We propose to address a defined section (See attached Sheets 1.alt and 2.alt) so that in the process of removing/repairing/replacing we can add the weather barrier and weep screed that will prevent further water intrusion.

This investigation/removal has the inherent danger of damaging interior finishes because in some locations we believe the interior finish is attached directly to railroad ties that make up the "structure" of the wall. Furthermore, there are some locations where the wood deterioration is so extensive that repair and/or replacement cannot be reasonably accomplished.

Because of the many unknowns, the actual work would be monitored so any work that might result in substantial damage could be halted quickly.

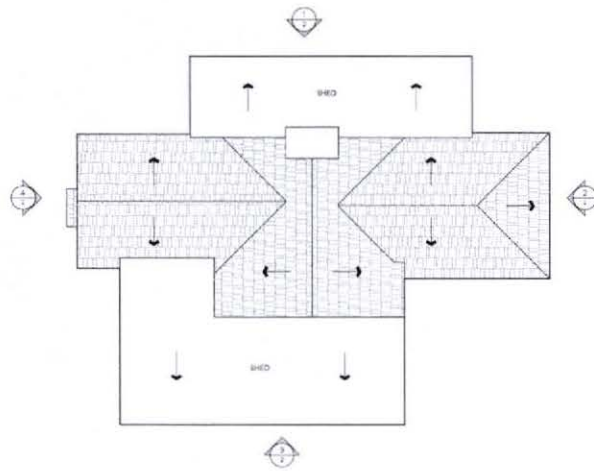
Respectfully,

Reuel Young

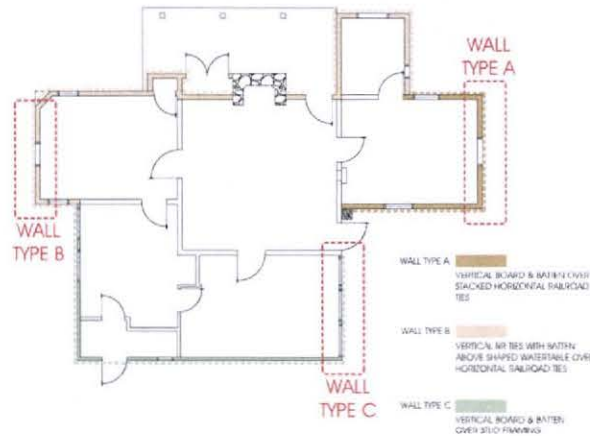
Att: Sheets 1.alt & 2.alt dated 26JUN14

# CORNELIA WHITE HOUSE REHABILITATION

## CITY OF PALM SPRINGS



ROOF PLAN



FLOOR PLAN FOR WALL TYPES

NOTE: RED OUTLINES & TEXT DEFINE AREAS FOR INVESTIGATION

INTRODUCE A SECONDARY FACADE IN A MANNER THAT IS SAFE AND HAS A MINIMAL IMPACT AND DISTURBANCE TO THE EXISTING STRUCTURE. FLUSH OUT NEW EXTERIOR FACADE AROUND COMPLETE BUILDING STRUCTURE.

WALL ASSEMBLY:

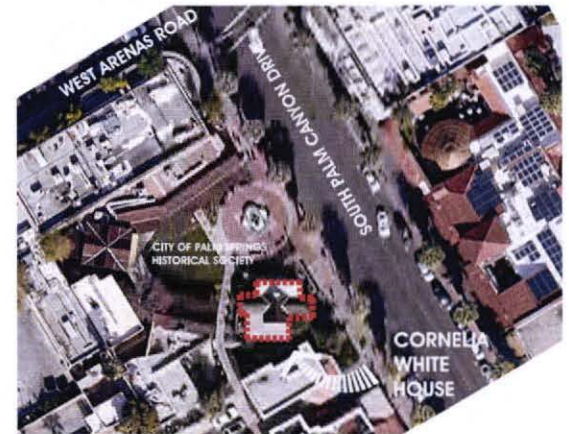
SHALL BE CONSTRUCTED IN A MANNER TO PROTECT EXISTING STRUCTURE FROM FUTURE WATER DAMAGE.

SHALL BE CONSTRUCTED IN A MANNER TO CREATE A CLOSED ENVIRONMENT TO PRESERVE THE STRUCTURAL INTEGRITY OF THE WALL MEMBERS, THE BUILDING STRUCTURE AND INTERIOR.

SHEET 1	TITLE SHEET WITH FLOOR PLAN, ROOF PLAN & AERIAL PLAN
SHEET 2	EXTERIOR ELEVATIONS & EXISTING PHOTOGRAPHS
SHEET 3	EXISTING WALL CONDITIONS, TYPE A & B
SHEET 4	EXISTING WALL CONDITIONS, TYPE C
SHEET 5	WALL DETAILS, TYPES A, B & C

SCOPE OF WORK

SHEET INDEX



AERIAL VIEW

# CORNELIA WHITE HOUSE

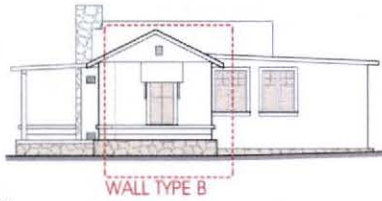
221 SOUTH PALM CANYON DRIVE, PALM SPRINGS, CA 92262

## TITLE SHEET

SCALE 3/16" = 1'-0"

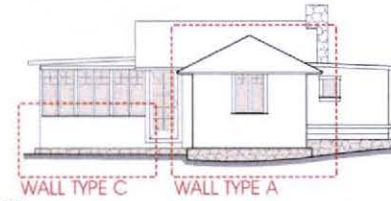
INTERACTIVE DESIGN CORPORATION 1311.4  
199 S. CIVIC DRIVE, SUITE 10, PALM SPRINGS, CA 92262 26JUN14  
T: 760.323.4990

1 alt.



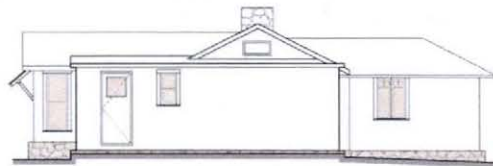
WEST ELEVATION

4



EAST ELEVATION

2



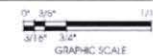
SOUTH ELEVATION

3



NORTH ELEVATION

1



# CORNELIA WHITE HOUSE

221 SOUTH PALM CANYON DRIVE, PALM SPRINGS, CA 92262

## EXTERIOR ELEVATIONS

SCALE 3/16" = 1'-0"



INTERACTIVE DESIGN CORPORATION  
199 S. CIVIC DRIVE, SUITE 10, PALM SPRINGS, CA 92262  
T: 760.323.4990

1311.4  
26JUN14

2 alt.

# Attachment 4



## HISTORIC SITE PRESERVATION BOARD STAFF REPORT

DATE: July, 2014

OLD BUSINESS

SUBJECT: A CERTIFICATE OF APPROVAL REQUEST BY THE CITY OF PALM SPRINGS FOR STABILIZATION AND REHABILITATION OF THE EXTERIOR OF THE CORNELIA WHITE HOUSE, A CLASS 1 HISTORIC SITE LOCATED AT THE VILLAGE GREEN PARK (221 SOUTH PALM CANYON DRIVE) HSPB #4, (ZONE CBD) AND A CATEGORICAL EXEMPTION PURSUANT TO CEQA.

FROM: Department of Planning Services

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### SUMMARY

On May 8, 2012 the HSPB voted 6-0 to grant a Certificate of Approval for repairs to the Cornelia White House and re-design of the landscape immediately adjacent to the house in order to stop water damage to the structure that has been caused by irrigation sprayers in the adjacent lawn. A portion of the approved repairs have been implemented including replacement of the roof. The current certificate of approval is seeking approval of an alternative approach from what was previously approved for stabilization and repairs for the perimeter walls of the structure.

At its June 10, 2014 meeting the HSPB considered the proposal put forth by the City to stabilize the Cornelia White House by a "wrap and protect in place" approach. The Board considered the application and took two actions:

1. It restated the Board's approval of the 2012 landscape design to remove irrigation spray from damaging the building and replace the grass and flowers with a drought tolerant landscape more reflective of that which may have existed around the Cornelia White house during the time period in which was constructed, and
2. It requested the City to explore an approach that would remove and replace deteriorated elements of the house on a "piece by piece" basis.

### RECOMMENDATION:

1. Approve the certificate of approval for the "wrap and protect-in-place" stabilization approach as was described and recommended in the June 10, 2014 staff report.
2. Recommend that the City allocate funds for a more comprehensive "forensic" investigation into a long-term solution for the restoration of the Cornelia White House.

**ISSUES:**

Staff believes the piece-by-piece approach may result in more irreparable damage to the historic integrity and material components of the original structure than the “wrap and protect-in-place” approach previously recommended by the applicant.

**BACKGROUND AND PREVIOUS ACTIONS:**

<b><i>Related Relevant City Actions by Planning, Fire, Building, etc...</i></b>	
September 5, 1984	City Council designated the Cornelia White house as a Class 1 historic site (CC Reso 15215)
June 13, 2000	HSPB approved certificate of approval for construction of a patio between the White house and McCallum Adobe.
July 7, 2002	Staff approval of replacement door to courtyard with 10-panel wood and glass “French” door. (appears was not installed as approved).
December 14, 2010	HSPB approved a Certificate of Approval for replacement of the signage at the Cornelia White house.
April 12, 2011	HSPB approved Certificate of Approval for replacement of the roof.
September 13, 2011	HSPB approved Certificate of Approval for re-placing an existing wood sign.
May 8, 2012	HSPB approved Certificate of Approval for numerous repairs, and rebuilding of deteriorated components, including approval of a revised landscape plan, removing the grass and spray nozzles from the area immediately adjacent to the structure.
2014	City Council allocates \$50,000 of Measure J funds toward the stabilization and rehabilitation of the Cornelia White house.
June 10, 2014	HSPB votes to restate previously approved landscape plan and seek more information from the consultant for consideration of a “piece-by-piece” approach to restoration of the house.

**ANALYSIS:**

As requested the City's consultant has provided a scenario for a “piece-by-piece” approach to repair and restoration of the Cornelia White House (see Young to Lyon letter dated June 26, 2014 with attachments).

As noted in his letter, the consultant continues to recommend the “wrap and protect-in-place” approach to stabilization of the house.

**Review of the proposal against the Historic Preservation Ordinance.**

There are no specific findings required for Certificates of Approval, however, pursuant to Municipal Code Section 8.05.190, the Board shall consider the following in reviewing and acting upon a certificate of approval application:

- (1) The historic value and significance, or the architectural value and significance or both, of the structure and its relation to the historic value of the surrounding area;



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The historic significance of the Cornelia White House is documented in previous staff reports. The historic and architectural value of the structure lies in its unique use of railroad ties for the exterior walls and other salvaged materials for roof sheathing (which were found to be slats from old packing pallets) and other components. On the interior, the unique coffered and vaulted ceilings are also significant. Also significant is that the house may be the second oldest extant structure in Palm Springs.

The cutting and patching “piece by piece” of the railroad ties and the existing board and batten overlay may have unanticipated negative consequences in that it may be nearly impossible to get the patches to blend in and match the weathered grain, railroad spike holes and other “rustic” surface features of the existing structure. Furthermore, those portions of the exterior walls where the railroad ties are “faced over” with existing vertically placed board and batten, the boards are continuous, non-jointed pieces of lumber. Cutting and patching, or “splicing in” new pieces into the existing board and batten siding will create new joints in the surface into which water can seep and cause more damage. Also, because it is unknown whether the interior wall finishes (plaster) is directly attached to the back side of the railroad tiles, removing selected ties, or cutting sections out may cause the interior wall surfaces to be pulled apart and damaged. Lastly, there appears to be no way to install a vapor barrier with the “piece-by-piece” approach. Without installing an effective moisture barrier, moisture that does seep, leak, migrate, or condense within the wall still be unmitigated and will continue to cause mold and degradation of the structure (the railroad ties) and the interior finishes of the building.

Staff believes the “piecework” approach is unpredictable and may cause more harm than benefit to the structure and doesn’t solve the problem of the lack of an effective vapor barrier within the wall assembly.

- (2) The relationship of the exterior architectural features of any structure to the rest of the structure itself and to the surrounding area;

As noted above, the exterior architectural features – namely the railroad ties – in much of the original house ARE the structure of the house. They may be holding up not only the roof, but the ties may also be the surface upon which the interior finishes are attached. Cutting out deteriorated parts of the railroad ties and board and batten siding may impair and damage the character-defining features of this unique house in a way that is not reparable.

- (3) The general compatibility of exterior design, arrangement, texture and material which is proposed by the applicant;

The City is proposing to “cover and protect-in-place” the existing deteriorated structure of the Cornelia White house to stabilize it and prevent further water infiltration, while leaving certain “protected” portions (i.e. at the porch) uncovered to visually convey the material significance of the structure (that is, the railroad ties) to the public. Staff

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believes this is a less "invasive" approach to dealing with the deterioration of the structure than a "patching" approach, in which it will be nearly impossible to match the texture and "authenticity" of the original weathered and rustic railroad ties.

- (4) Archaeological or ecological significance of the area.

The proposed project does not impact any known archaeological or ecological significance of the site.

Staff believes the previously proposed "cover and protect-in-place" approach to stabilization of the Cornelia White House meets the guidelines for granting a certificate of approval by the HSPB and is consistent with the Secretary of the Interior Standards for Rehabilitation of a Historic Structure. The "piece-by-piece patch" approach would be more invasive, untested, and could potentially cause further irreparable damage to the historic defining characteristics of the site.

Staff further believes the "cover and protect-in-place" scheme "buys time" for more sufficient investment (funds and time) by the City or outside agencies to conduct more comprehensive "forensic research" on the Cornelia White house. Stabilizing the structure now would protect it from further decay and allow a more careful "museum-level" investigation and study into the best approach and intervention for the long term preservation of this unique site for the benefit of residents, tourists and scholars.

#### ENVIRONMENTAL ASSESSMENT

The proposed site modifications are deemed a Project under the guidelines of the California Environmental Quality Act (CEQA). Pursuant to Section 15064.5 "Determining the Significance of Impacts on Historical and Unique Archeological Resources", the Cornelia White House is a "historic resource" under CEQA because it is listed in the local register of historic resources (Class 1, HSPB No. 4). The historic defining characteristics of this site include the railroad tie construction, and the original board and batten siding of the circa-1914 addition, the stone chimney, and the interior vaulted ceilings. The front porch, although likely reconstructed at some time in the recent past, appears to have been detailed similarly to the existing house (with mismatched scrap pieces of beaded board), thus staff believes it should be considered a defining characteristic also, as is the fieldstone foundation.

According to CEQA, a project with an effect that may cause a "substantial adverse change" in the significance of a historical resource is a project that may have a "significant effect" on that resource. "Substantial adverse change" includes alteration of the immediate surroundings of the historic resource such that the significance of the resource would be *materially impaired*.

CEQA allows for a Class 31 Categorical Exemption (*Historical Resource Restoration / Rehabilitation*) for projects involving maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a

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manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer ("the Standards"). At the June HSPB meeting on this topic, staff provided excerpts from the Standards relevant to the proposed project.

The project does impact the building. The previously-proposed approach to the project stabilizes, protects-in-place, adds necessary moisture and water barriers to halt further infiltration of water and mold, and rehabilitates and repairs only minimally, the deteriorated portions of the Cornelia White house without compromising its historic integrity or causing material impairment to this historic resource. Staff therefore continues to recommend the "wrap and protect-in-place" approach for which it believes a Class 31 Categorical Exemption would be appropriate.

A "piece-by-piece" approach may cause "a substantial adverse change" or may have the unanticipated consequence to "materially impair" the significance of the historic resource or the character-defining historic elements of the building.



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Ken Lyon, RA  
Associate Planner

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M. Margo Wheeler, FAICP  
Director of Planning Services

Attachments:

1. Vicinity Map.
2. Young to Lyon letter dated June 26, 2014 with attachment on "Guidelines for preservation and treatment of American log buildings".

# Attachment 5

**PROFESSIONAL SERVICES AGREEMENT**  
(Architectural Resources Group, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ( "Agreement") is entered into, and effective on \_\_\_\_\_, 2015, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and Architectural Resources Group, Inc., a California corporation, ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties".

**RECITALS**

A. City has determined that there is a need architectural and historic preservation services for the Cornelia White House Exterior Repair project ("Project").

B. Consultant has submitted to City a proposal to provide architectural and historic preservation services to City for the Project under the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Consultant to provide such professional services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

**AGREEMENT**

**1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

**1.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City

("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1<sup>st</sup>) the provisions of the Scope of Services (Exhibit "A"); (2<sup>nd</sup>) the provisions of the City's Request for Proposal (Exhibit "B"); (3<sup>rd</sup>) the terms of this Agreement; and, (4<sup>th</sup>) the provisions of the Consultant's Proposal (Exhibit "C").

**1.3 Compliance with Law.** Consultant warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

**1.4 Licenses, Permits, Fees, and Assessments.** Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement. Consultant shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

**1.5 Familiarity with Work.** By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

**1.6 Care of Work.** Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent

losses or damages. Consultant shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

**1.7 Further Responsibilities of Parties.** Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Consultant. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

## **2. COMPENSATION**

**2.1 Maximum Contract Amount.** For the Services rendered under this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of **Forty One Thousand One Hundred Twenty Six Dollars, (\$41,126)** ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed,

Consultant shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

**2.2. Method of Payment.** Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive payment, Consultant shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

**2.3 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

### **3. SCHEDULE OF PERFORMANCE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

**3.2 Schedule of Performance.** Consultant shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.



**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted) if Consultant, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement under this section.

**3.4 Term.** Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services, or December 31, 2016, whichever is sooner. Any extension must be through mutual written agreement of the Parties.

**3.5 Termination Prior to Expiration of Term.** City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Christopher Smith, Senior Associate. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing

principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

**4.2 Contract Officer.** The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability under this Agreement without the express written consent of City.

**4.4 Independent Contractor.** The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Consultant a City employee.

A. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its

officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

## **5. INSURANCE**

**5.1 Types of Insurance.** Consultant shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Consultant's performance of Work under this Agreement, including Consultant's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry

form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification under (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage

including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

**5.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

**5.3 Other Insurance Requirements.** The following provisions shall apply to the insurance policies required of Consultant under this Agreement:

5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance

coverage.

- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on

coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.

5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

**5.4 Sufficiency of Insurers.** Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

**5.5 Verification of Coverage.** Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

## **6. INDEMNIFICATION**

**6.1 Indemnification and Reimbursement.** To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters



indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

**6.2 Design Professional Services Indemnification and Reimbursement.** If the Agreement is determined to be a "design professional services agreement" and Consultant is a "design professional" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

## **7. REPORTS AND RECORDS**

**7.1 Accounting Records.** Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**7.2 Reports.** Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this

Agreement, or as the Contract Officer shall require. Consultant acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Consultant agrees that Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Consultant is providing design services, Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all resulting damages. Consultant may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied in this Agreement. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Consultant fails to secure such assignment, Consultant shall indemnify City for all resulting damages.

**7.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

**7.5 Audit and Inspection of Records.** After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

## **8. ENFORCEMENT OF AGREEMENT**

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**8.3 Default of Consultant.** Consultant's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the

Services as provided in this Agreement.

**8.4 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

**8.5 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**8.6 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.7 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## **9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Conflict of Interest.** No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their

financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

**9.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **10. MISCELLANEOUS PROVISIONS**

**10.1 Patent and Copyright Infringement.** To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. Consultant shall not be obligated to indemnify City under any settlement that is made without Consultant's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

**10.2 Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm springs  
Attention: Assistant City Manager/City Engineer  
3200 E. Tahquitz Canyon Way  
Palm springs, California 92262  
Telephone: (760) 323-8204  
Facsimile: (760) 323-8332

To Consultant: Architecural Resources Group, Inc.  
8 Mills Place, Suite 300  
Pasadena, CA 91105  
Attention: Christopher Smith  
Telephone: (626) 583-1401  
Facsimile: (626) 583-1414

**10.3 Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

**10.4 Amendment.** No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

**10.5 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**10.5 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.6 Third Party Beneficiary.** Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

**10.7 Recitals.** The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.8. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

***[SIGNATURES ON NEXT PAGE]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**"CITY"**  
**City of Palm Springs**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David H. Ready  
City Manager

**APPROVED AS TO FORM:**

**ATTEST**

By: \_\_\_\_\_  
Douglas C. Holland,  
City Attorney

By: \_\_\_\_\_  
James Thompson,  
City Clerk

**APPROVED BY CITY COUNCIL:**

Date: \_\_\_\_\_ Agreement No. \_\_\_\_\_

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

**"CONSULTANT"**  
**Architectural Resources Group, Inc.**

By \_\_\_\_\_  
Signature (Notarized)

By \_\_\_\_\_  
Signature (Notarized)



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of services contained for this Agreement shall be for architectural and historic preservation services associated with identifying appropriate corrective repairs to the exterior façade of the Cornelia White House. Appropriate review and investigation shall be completed to identify immediate remediation measures to be taken to prevent further deterioration and to protect the building. Coordination with the City's Historic Site Preservation Board ("HSPB"), and City staff will be required in performing the services.

#### **Technical Scope of Work:**

#### **Phase 1 – Investigation and Documentation**

##### **a) Investigation**

Task 1: Review documents prepared by Interactive Design Corporation, and earlier historical review (provided by Palm Springs Historical Society). Where possible and where accurate, the existing documents prepared by IDC can be used in the work of this Agreement to avoid duplication.

Task 2: Review site and building conditions in-situ to become familiar with the overall structure and existing conditions. (Note: includes field verification of primary dimensions and features through limited measuring and digital photo-documentation)

Task 3: Perform in-situ selective minimally invasive investigation of exterior wall construction type(s), framing methods and materials, and other elements of the envelope (doors and windows) as well as the relevant structural elements. This review is to determine and describe (using existing documentation where applicable) the elements of the all systems that are original and those that are parts of additions/modifications.

Task 4: Perform testing in-situ and/or in laboratory, if needed , to identify the main wood elements by species, method of milling, and installation including fasteners. (Note: ARG will perform investigation with in-house conservation team and tools and send out to lab as necessary based on findings).

Task 5: Perform in-situ investigation of elements of the building to identify their current condition (e.g.) deteriorated, damaged, adequate, good) using accepted professional standards to describe those conditions.

Task 6: Identify the extent of damage and deterioration where such occurs, and identify the weakness or cause of such damage/deterioration.

Task 7: Identify materials and elements that are not "original" and are incompatible with the uniqueness of the structure. (Note: ARG may identify character-defining features that may not be "original" but may be historic, and should be retained)

#### **b) Documentation (Findings and Recommendations)**

Task 1: DRAFT Report-Findings: Prepare a "draft" document to record the findings of the investigation. Include Illustrations, photographs and text as necessary to convey to the HSPB the building methods, materials and systems that comprise the building, the various types of material (species, size, method of milling, installation), and the composite of original, replaced and modified elements.

Task 2: DRAFT Report - Recommendation: Identify alternative approaches to correcting weaknesses in the building related to water infiltration and migration as well as other issues that contribute to deterioration. Propose methods and materials to mitigate/restore/preserve the building according to the reference standards (including the Secretary of the Interior's Standards for the Treatment of the Historic Properties), while respecting the overall character and aesthetic of the building.

#### **Phase 2 – Interim Presentation**

Interim Presentation: This presentation and the Draft Report will be the basis upon the HSPB considers the desired approach. Note: the HSPB will review the approaches. Ultimately the City Council has final authority to determine what action or non-action will be undertaken.

Task 1: Presentation: Attend a meeting of the Historical Site Preservation Board to present the findings and to present the proposed (alternative) approach(es) to repair/preservation. Provide a concise explanation of pros and cons of alternative approaches, and ARG's recommended approach. (Note: includes time for presentation preparation).

Task 2: Provide probable cost for ARG's recommended approach. (Note: this line item is for coordination with cost estimator).

### **Phase 3 – Documentation for Permit, Bidding and Construction (Project Documents)**

Task 1: Based upon guidance from the Client, edit the DRAFT Report regarding the "preferred" approach to repair/preservation.

Task 2: Prepare the Project Documents including drawings and specifications for purposes of securing building permit from the city, bids from Qualified Bidders, and Construction Documents. (Note: this includes preparation of documents under ARG's scope of work. IDC will remain architect-of-record and hold responsibility for full construction document package).

### **Phase 4 – Bid Phase**

Task 1: Provide responses to question from prospective bidders.

Task 2: Participate in pre-bid walk.

### **Phase 5 – Field Observation**

Task 1: Based on direction from the City, provide on-site review of selective demolition and repair processes.

Task 2: Provide responses to Requests for Information. (Note: ARG will also assist in the review of submittals as it pertains to the historic elements of the job).

### **Phase 6 – Documentation (Final Report)**

Task 1: Prepare FINAL REPORT including original field investigation (Draft Report), proposed repair/preservation approach (Project Documents), field observation notes and photographs during demolition and repair/preservation phase, and Post construction evaluation.

## **EXHIBIT "B"**

### **CITY'S REQUEST FOR PROPOSALS**

The City, through its consultant Interactive Design Corporation, solicited proposals for forensic architectural services necessary to investigate, document and identify appropriate repairs to the deteriorated exterior façade of the Cornelia White House building.

**EXHIBIT "C"**

**CONSULTANT'S PROPOSAL**

(Follows this page).

# CORNELIA WHITE HOUSE

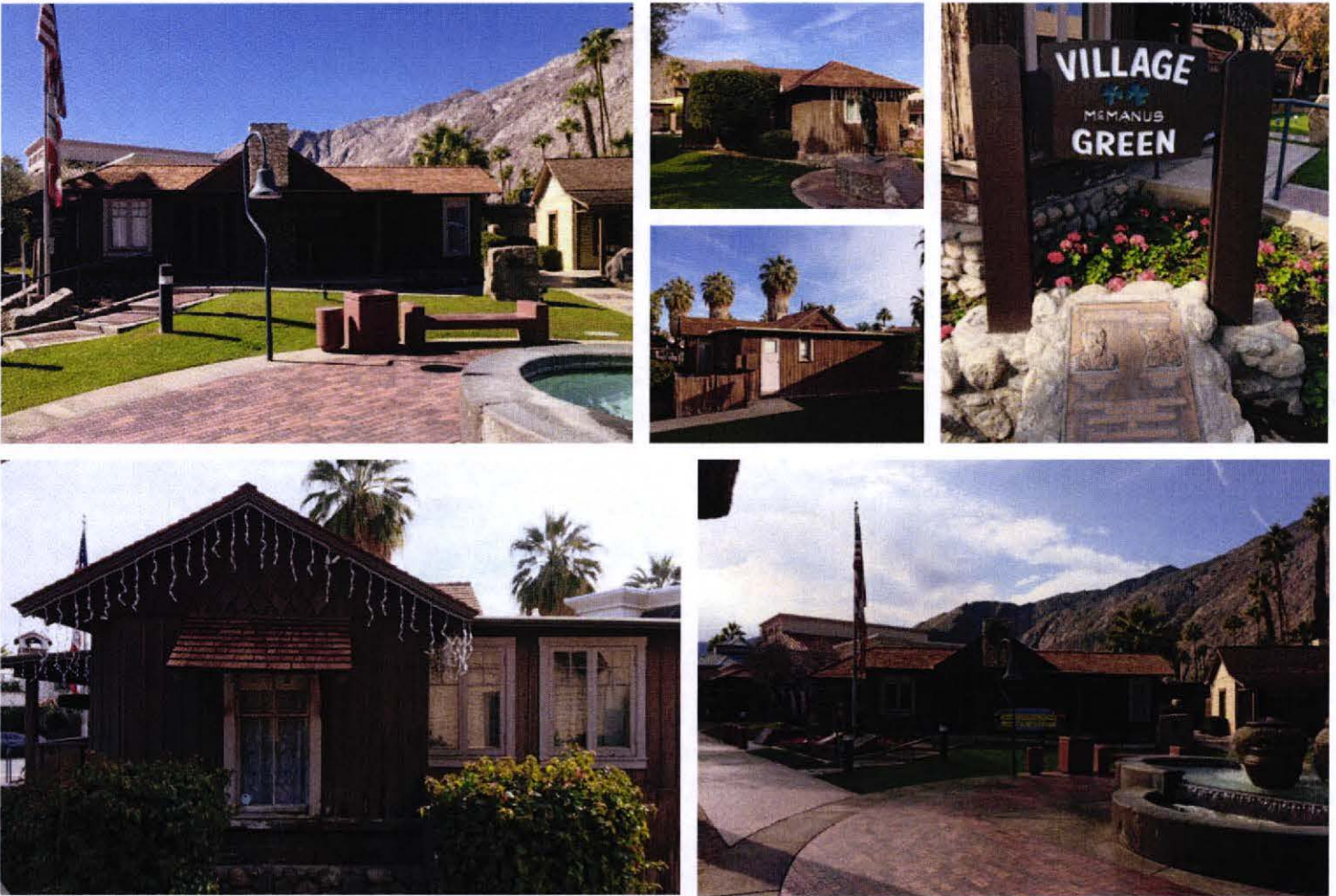
REQUEST FOR PROPOSAL

CONSULTANT SERVICES

EXTERIOR FACADE INVESTIGATION & DOCUMENTATION

PALM SPRINGS, CA

February 3, 2015



ARCHITECTURAL RESOURCES GROUP, INC.  
Architects, Planners & Conservators

February 3, 2015

Reuel Young  
Interactive Design Corporation  
199 South Civic Drive, Suite 10  
Palm Springs, CA 92262

RE: Cornelia White House Request for Proposal Consultant Services  
IDC No.: 1311.4

Dear Mr. Young,

Architectural Resources Group, Inc., (ARG), is thrilled to provide Interactive Design Corporation with a proposal for historic preservation consulting services for the Cornelia White House. As the second oldest building remaining in Palm Springs, the Cornelia White House is an important structure and resource to the City. ARG has also had the pleasure to survey other historic resources in the City of Palm Springs.

ARG has a 35-year history of working on vital cultural resources and the rehabilitation and conservation of historic structures. We bring a unique set of qualifications to the project, with staff possessing specialized expertise in investigation and documentation of historic structures, conditions assessments, wood conservation, and the shepherding of historic structures through the approval process. As an architecture, planning and conservation firm, the collaborative nature of our practice allows us to address the complex issues surrounding historic properties in a closely-coordinated way from planning through construction.

A well-developed conservation deliverable is contingent on the following factors which we are pleased to offer under this contract.

**MATERIALS CONSERVATION**

We employ trained object and architectural conservators who combine modern methods with traditional craftsmanship to design conservation treatments for historic finishes, murals, metals, stone, masonry, wood, and plaster.

**TECHNOLOGY**

ARG employs in-house diagnostic and laboratory equipment to evaluate structural features and analyze materials and finishes. Our toolkit includes:

- Borescopes with optic light sources
- Binocular microscope
- Infrared and ultraviolet examination lamps
- Digital moisture meter
- Sling psychrometer
- Coating and adhesion measurement instrumentation
- Coring tools

*Principals*

STEPHEN J. FARNETH, LAIA, LEED AP  
CHARLES EDWIN CHASE, AIA  
TAKASHI FUKUDA  
AARON JON HILAND, AIA  
NAOMI O. MIKOGIJO, AIA  
DAVID P. WESSLE, AIC, LAIT  
BRUCE D. HEDD, LAIA, EMERITUS

*Associate Principals*

JAMES MICIANI, AIA, LEED AP

*Senior Associates*

ANDREW G. BLUMHOFER, AIA, LEED AP  
DEBORAH J. COOPER, AIA, LEED AP  
KATHI F. HORAK  
LISA YERGOVICH, AIA, LEED AP  
CATHLEEN MUMFORD, AIA  
CHRISTOPHER J. SMITH  
CATHERINE DEJ. VIEHL, AIA, LEED AP

*Offices*

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PASADENA  
PORTLAND

*Southern California Office*

8 Mills Place, Suite 300  
Pasadena, California 91105  
email: ar@arg.la.com  
fax: 626-383-1414  
626-383-1401  
www.arg.la.com

ARCHITECTURAL RESOURCES GROUP, INC.  
Architects, Planners & Conservators

Pacometers

FLIR Infrared camera

Resistograph

SURVEYS AND RECOMMENDATIONS

Virtually all of our projects begin with a report that documents existing conditions and provides recommendations for conservation. In many instances the reports are illustrated with Sketch-Up models. ARG in-house diagnostic and laboratory equipment to evaluate structural features, analyze materials and finishes, and provide recommendations to aid agencies and institutions with fiscal and planning.

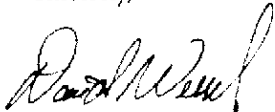
REPRESENTATION

ARG staff is well acquainted with the standards for city and state review processes relating to historic preservation projects. During the life of a project, our project team secures conceptual approvals with local and building code officials and represents clients before regulatory agencies. We often work with non-profit groups and stewards of historic landmarks, and are pleased to offer public information sessions to assist with fundraising efforts and advocacy. Our staff meet the Secretary of the Interior's Standards qualifications for Conservators and Historical Architect and adhere to both the Secretary of the Interior's Standards and the Code of Ethics of the American Institute for Conservation of Historic and Artistic Works.

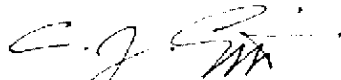
For the project, we will draw upon our in-house staff with the most appropriate experience and skills. Christopher Smith, Senior Associate will serve as the Project Manager and will be the primary point of contact. Christopher believes in a collaborative and proactive management style and is currently managing the rehabilitation of the historic Gilmore Adobe in Los Angeles. Architect Sarah Devan will serve as the Architectural Conservator for the project. She has worked on numerous façade surveys for existing wood buildings as well as the production of construction documents for these projects. Sarah will assist with the building and site feature survey, preparation of the report and development of documents if necessary. David Wessel, AIC, FAPT, Principal, will serve as principal-in-charge over the team and will bring a hands-on approach to the planning, design and rehabilitation in and around the project area.

We hope the following proposal materials are helpful as you consider the ARG team for this work, and look forward to future discussions about this important project in the City of Palm Springs.

Sincerely,



David Wessel, AIC, FAPT  
Principal



Christopher Smith, Senior Associate  
Project Manager





## CONTENTS

COVER LETTER

1. FIRM QUALIFICATIONS

2. REFERENCES & EXAMPLE OF SIMILAR WORK

3. PROJECT APPROACH & ESTIMATED TIME

4. STAFF & RELATED COSTS

› Under Separate Cover

# FIRM QUALIFICATIONS



**Architectural Resources Group (ARG)** helps people realize opportunities in the historic built environment. We navigate the range of needs and issues for clients and their historic properties to create great places, enhance investment, and enliven communities.

ARG was founded in 1980 with the belief that historic buildings play an important role in communities, creating places that have value and meaning. As a full-service architectural firm, we believe that older buildings can coexist with contemporary uses in positive ways for both the user and community at large; our goal is to enhance architecture through preservation. The firm's staff includes architects, designers, planners, historians, and materials conservators who work closely together. This interdisciplinary approach allows key preservation, design, and sustainability decisions to be integrated into the architectural design process.

ARG routinely performs conditions assessment on wood frame structures. We have conducted extensive surveys of wood structures with comparable historic significance to the Cornelia White House such as the landmark Conservatory of Flowers in Golden Gate Park, and developed innovative solutions for repair, treatment, preservation and in-kind replacement of historic wood. We bring a thorough understanding of the appropriate methodology for waterproofing and wood restoration, and we are experienced in the use of a range of products and construction techniques that will meet *The Secretary of the Interior's Standards for the Treatment of Historic Properties*.

As appropriate, our team will be using moisture meters to check moisture content in wood members, borescopes to check in concealed areas and resistographs and coring tools to check heavy timbers.

For each of the following projects, our recommendations and treatment alternatives comply with *The Secretary of the Interior's Standards for Rehabilitation*.



## I. FIRM QUALIFICATIONS



*Conservatory of Flowers*



*Cascade Ranch*

### CONSERVATORY OF FLOWERS, GOLDEN GATE PARK, SAN FRANCISCO, CA

We are quite familiar with deterioration of wood buildings, and perhaps our most prominent example is The Conservatory of Flowers in Golden Gate Park. ARG's project team conducted an exhaustive survey of this structure and based upon the survey, developed innovative solutions for repair, treatment, preservation and in-kind replacement of historic wood element.

### FIRST CHURCH OF CHRIST, SCIENTIST, BERKELEY, CA

The First Church of Christ, Scientist, Berkeley is considered Bernard Maybeck's masterpiece. This concrete and wood structure recalls Byzantine churches of Europe. ARG was first retained to prepare an historic structures report for the building including an exhaustive interior and exterior conditions assessment. Using moisture meters and coring tools, we determined the condition of all framing members and recorded the conditions on drawings of the building. This information was later used when documents were prepared for seismic upgrade of the building. With funding from the Getty Grant Program and Save America's Treasures, the seismic project was completed last year. The seismic upgrade is essentially invisible and there was no adverse impact on historic fabric.

### TERMAN ENGINEERING BUILDING, STANFORD, CA

For Stanford University, ARG undertook a study of the Terman Engineering Building, constructed with Glulam beams, to understand why the building was experiencing accelerated deterioration. Subsequently, ARG provided annual follow-up surveys to monitor and gage deterioration over time. This project gave us a depth of understanding in deterioration of unique wood structures, and the findings were presented at an Association for Preservation Technology Conference.

### PLUMAS STAMP MILL, GRAEAGLE, CA

Our clients include California State Parks, who called on us to survey the five-story Plumas Stamp mill constructed of heavy timbers. This project was especially challenging because of unsafe conditions; many of the wood frame members were partially rotted. ARG rigged the interior with safety lines for the survey team, and conducted a member-by-member survey using moisture meters and coring tools to detected concealed rot. Working with our structural engineer, we developed a methodology for stabilizing the building, and worked with the local maintenance crew to implement the stabilization measures.

### CASCADE RANCH, DAVENPORT, CA

Another project for California State Parks was the Cascade Ranch Barn Historic Structure Report. ARG performed a complete conditions analysis of this large wood structure that was damaged by both drywood and subterranean termites.



The building also had significant settlement. Working with the project engineer, ARG developed conservation treatments for the barn that were later implemented by State Parks crews.

#### PIERCE RANCH BARN STABILIZATION, PT. REYES NATIONAL SEASHORE, CA

ARG served as the prime architect for the stabilization and repair of a wood-frame horse barn located within an area of farm structures in a Historic District. Our client was the Golden Gate National Recreation Area. Our scope of work involved working closely with the project structural engineer and contractor to develop a scheme for supporting the building, which was on the verge of collapse. Our solution was to insert interior shoring braces that were designed to resemble historic wood braces. We worked with the Park Superintendent and the National Park Service staff to ensure that the design and construction work complied with The Secretary of the Interior's Standards for Rehabilitation.

#### REEDER RANCH, MONTCLAIR, CA

ARG completed a Historic Structures Report for the ranch buildings, structures and landscape of this historic family citrus ranch in Montclair. The project included historical research, an existing conditions survey, building code research and analysis, and treatment recommendations. The report was intended to serve as a comprehensive planning document to be used by the client to guide the preservation of the site and its structures as they ready the property for public visitorship as a house museum.

#### RANCHO LOS ALAMITOS, LONG BEACH, CA

Rancho Los Alamitos is what remains of a 28,000-acre ranch operated by the Bixby family beginning in 1881. The 7.5-acre site preserves important historic features of the property, including the original nineteenth-century adobe ranch house, extensive gardens, and ancillary buildings. ARG served as the Prime Architect for the Master Plan, renovation and rehabilitation of the site. We provided existing conditions reports for all structures and a Historic Structure Report for the adobe main house. A large component of the project was to restore the barns area to be more authentic to its original working ranch character. This involved relocating the remaining barns back to a semblance of their original orthogonal relationships to the house and to the pepper trees which once established the pattern for the barns area layout, and restoring the landscape.

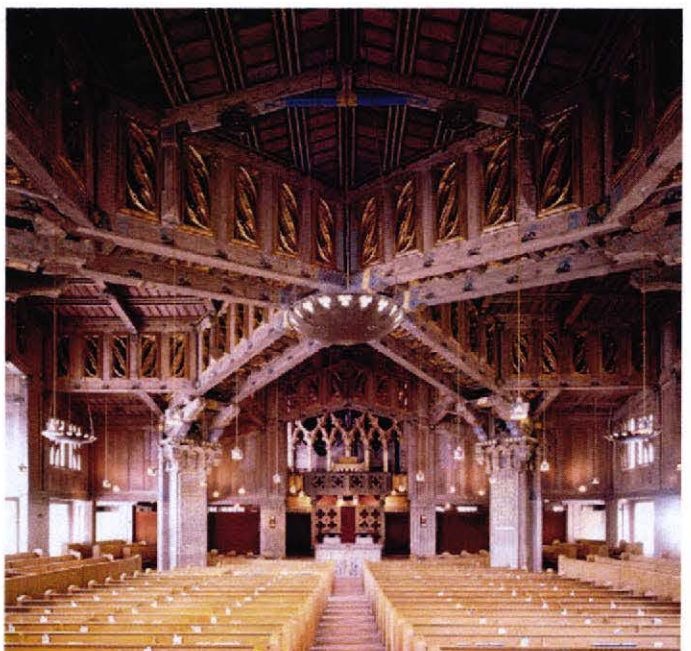
The forgoing represents a sampling of the survey projects that ARG has performed on wood frame structures. Following is a comprehensive list of project involving wood frame building.



*Terman Engineering Building*



*Plumas Stamp Mill*



*First Church Christ, Scientist, Berkeley*



## I. FIRM QUALIFICATIONS

### WOOD FRAME STRUCTURES EXPERIENCE

- › Angel Island Immigration Station, Master Plan and Rehabilitation, San Francisco Bay, CA
- › Bok Kai Temple, Stabilization of the 1880 Timber-framed Building including Significant Murals, Marysville, CA
- › Cavallo Point - The Lodge at Golden Gate, Adaptive Reuse, Marin County, CA
- › Cascade Ranch Horse Barn, Ano Nuevo State Park, San Mateo County, CA
- › The Cave Store, Study, La Jolla, CA
- › Church of One Tree, Rehabilitation/Relocation, Santa Rosa, CA
- › Christ Church, Restoration, Burlingame, CA
- › Conservatory of Flowers, Rehabilitation and Conservation, Golden Gate Park, San Francisco, CA
- › Cowell Ranch Hay Barn, Rehabilitation, UC Santa Cruz
- › Curry Village New Employee Housing, Yosemite National Park, CA
- › Curry Village, Lounge and Registration Buildings, Rehabilitation, Yosemite National Park, CA
- › Doc's Lab, Repair and Restoration, Monterey, CA
- › Falkirk Community Center, Master Plan and Rehabilitation, San Rafael, CA
- › First Church of Christ, Scientist, Berkeley, Seismic Strengthening, Berkeley, CA
- › Fort Ord, East Garrison, Historic Resource Assessment and Preservation Plan, Monterey, CA
- › Francis Ermatinger House, Oregon City, OR: Rehabilitation
- › Hercules Village Historic District, Site Planning, Hercules, CA
- › Heilbron Mansion, Historic Structure Report, Sacramento, CA
- › Hotel del Coronado, Restoration & Seismic Upgrade, Coronado, CA
- › John Muir House, Historic Structure Report, Martinez, CA
- › Locke Boarding House, Rehabilitation, Locke, CA
- › Luther Burbank Greenhouse, Restoration, Santa Rosa, CA
- › Noyes Mansion, Adaptive Reuse & Rehabilitation, Napa, CA
- › Owen Residence, Additions & Renovations, Belvedere, CA
- › Pierce Ranch Barn, Stabilization, Point Reyes National Seashore, CA
- › Plumas Stamp Mill, Survey, Graegle, CA
- › Preservation Park Historic District, Rehabilitation and ADA Improvements, Oakland, CA
- › Rancho Los Alamitos, Master Plan and Rehabilitation and New Design, Long Beach, CA
- › Ranger Operations Building, Rehabilitation, Grand Canyon National Park, AZ
- › Reeder Ranch Historic Citrus Ranch, Montclair, CA: Historic Structure Report

- › Sausalito Woman's Club, Rehabilitation and ADA improvements, Sausalito, CA
- › Swedenborgian Church, Historic Structures Report and National Historic Landmark Nomination, San Francisco, CA
- › Terman Engineering Building, Conditions Assessment, Stanford, CA



*Cavallo Point, The Lodge at the Golden Gate*



*Francis Ermatinger House*



*Locke Boarding House*





#### IN-HOUSE PERSONNEL TO BE ASSIGNED TO THE PROJECT

The Cornelia White project will be lead by ARG Principal, David Wessel, AIC, FAPT. The Project Manager will be Christopher Smith and the Architectural Conservator will be Sarah Devan.

David's career in architectural conservation spans over twenty-three years. He has led project teams in conditions surveys for numerous wood buildings on the west coast that exhibit deterioration due to moisture penetration, wood rot and insect infestation.

Senior Associate, Christopher Smith, is a seasoned preservation professional who has worked to preserve many southern California wood frame structures. As Project Manager, Christopher will serve as the day-to-day contact for the project and assist with obtaining the required approvals for the project.

Sarah Devan is an architectural conservator and architect whose focus is the conservation of building and materials with particular experience in wood and masonry. Sarah has worked on numerous façade surveys for existing wood buildings as well as the production of construction documents for these projects. Sarah holds an advance degree from Columbia University. She will assist with the building and site feature survey, preparation of the report and development of documents if necessary.

#### AVAILABILITY OF STAFF

Assigned personnel are available to start immediately on this project. Please see the Project Approach for the breakdown of time.

## I. FIRM QUALIFICATIONS



### DAVID P. WESSEL, AIC, FAPT, PRINCIPAL CONSERVATOR

David Wessel has over 23 years of experience in remedial repair of existing buildings. As a principal of Architectural Resources Group, David directs all exterior restoration projects and oversees the firm's in-house building materials testing laboratory. He has particular expertise in the treatment of masonry, including natural building stones, brickwork, terra cotta, and concrete. David has overseen the remedial repair of iconic San Francisco buildings including the Flood Building, the InterContinental Mark Hopkins Hotel, the Ritz-Carlton San Francisco, 450 Sutter, and the Elks Club at 450 Post. He has lead upgrade efforts in the preservation of numerous historic structures around the western United States, including several California Missions. David was the co-chair of the American Society for Testing of Materials (ASTM) task group that developed guidelines for masonry consolidants, and has been active in developing guidelines for cleaning historic buildings. David has served on the Board of Directors of the Association for Preservation Technology (APT) and is the current Board President of San Francisco Architectural Heritage.

#### EDUCATION

- › Master of Science, Historic Preservation, Columbia University
- › Bachelor of Arts, Cum Laude, University of New Hampshire

#### MEMBERSHIPS

- › Fellow, Association for Preservation Technology
- › American Institute for Conservation of Historic and Artistic Works (Professional Associate)
- › Western Association of Art Conservation
- › International Institute for Conservation
- › Society of Architectural Historians
- › American Society for Testing of Materials

#### SPECIAL AWARDS

- › AIA California Council, Firm of the Year, 2006

#### SAMPLE OF RELEVANT EXPERIENCE

- › Swedenborgian Church, Historic Structures Report and National Historic Landmark Nomination, San Francisco, CA
- › Terman Engineering Building, Conditions Assessment, Stanford, CA
- › Cascade Ranch Horse Barn, Ano Nuevo State Park, San Mateo County, CA
- › First Church of Christ, Scientist, Berkeley, Seismic Strengthening, Berkeley, CA
- › Pierce Ranch Barn, Stabilization, Point Reyes National Seashore, CA
- › Plumas Stamp Mill, Survey, Graegle, CA
- › Francis Ermatinger House, Rehabilitation, Portland, OR
- › Conservatory of Flowers, Rehabilitation and Conservation, Golden Gate Park, San Francisco, CA
- › Gilmore Adobe, Rehabilitation, Los Angeles, CA
- › Bok Kai Temple, Stabilization of the 1880 Timber-framed Building, Marysville, CA
- › Mission San Juan Capistrano, San Juan Capistrano, CA
- › Point Reyes Lighthouse, Conditions Assessment and Conservation, Point Reyes National Seashore, Point Reyes, CA
- › Hotel Del Coronado, Conservation Treatments for Historic Bar, Coronado, CA
- › Angel Island Immigration Station, Poem Conservation, Angel Island State Park, CA
- › Mark Hopkins Hotel, Conditions Assessment, Exterior Restoration & Window Replacement, San Francisco, CA
- › 450 Sutter Exterior Restoration & Window Replacement, San Francisco, CA
- › Sacramento City Hall, Exterior Restoration, Sacramento, CA
- › Coit Tower, Exterior Restoration, San Francisco, CA
- › Fort Point, Seismic Strengthening, Conservation and New Roofing, San Francisco, CA
- › Maritime Museum, Seismic Strengthening, Window Replacement, San Francisco, CA
- › Old St. Mary's Church, Exterior Restoration, San Francisco, CA

#### SPEAKING EXPERIENCE & PUBLICATIONS

- › "Condition Assessment of Historic Structures: Case Study," ICRI Northern California, Restoration & Preservation of Historic Concrete Structures Symposium, San Francisco, California, September 2011.
- › "Retrofit of a California Mission with Significant Finishes - Serra Chapel at San Juan Capistrano," GSAP Symposium: New Concepts in Seismic Strengthening of Historic Adobe Structures, Getty Conservation Institute, Co-presented with Stephen Farneth, Los Angeles, CA, September 2006.





CHRISTOPHER SMITH, SENIOR ASSOCIATE  
PRESERVATION SPECIALIST

A Senior Associate in ARG's Pasadena office, Christopher brings 20 years of experience in preservation, project management and construction administration. He is a graduate of the California State University, Northridge Urban Studies Program and completed the Graduate Certificate in Historic Preservation at the University of Southern California. He has been actively engaged in the Pasadena preservation community, serving on the Board of Pasadena Heritage. Christopher is currently serving as the Project Manager/Preservation Specialist/Project Designer for ARG's work at Los Angeles Union Station.

EDUCATION

- › Graduate Certificate in Historic Preservation, University of Southern California, 2007
- › Bachelor of Arts, Urban Studies: Architecture Emphasis, California State University, Northridge, 1992
- › Meets *The Secretary of the Interior's Professional Qualifications Standards* in Architecture and Historic Architecture

MEMBERSHIPS

- › Pasadena Heritage, Board of Directors (2008-2011)
- › Los Angeles Conservancy Historic Resources Committee

SAMPLE OF RELEVANT EXPERIENCE

- › Gilmore Adobe, Rehabilitation, Los Angeles, CA
- › Reeder Citrus Ranch, Historic Structures Report, Montclair, CA
- › Harry Cohn Estate, 1000 N. Crescent Drive, Landmark Nomination and Architectural Services Beverly Hills, CA
- › The Barn at Wilderness Park, Seismic Stabilization and Rehabilitation, Glendale, CA
- › Los Angeles Union Station, Feasibility Study-Design Guidelines-Tenant Improvements, Retail Store and Kiosk Design, On-Call Architect, Los Angeles, CA
- › Pasadena City Hall Seismic Upgrade and Rehabilitation, Pasadena, CA
- › Ole Hanson Beach Club & Pool Rehabilitation, San Clemente, CA
- › Jensen's Recreation Center, Building Rehabilitation and Restoration, Los Angeles, CA
- › Pasadena YWCA, Rehabilitation and Reuse, Pasadena, CA
- › California Institute of Technology, Linde + Robinson Lab for Global Environmental Science, Pasadena, CA
- › USC-Biegler Hall of Engineering, Disabled Access Study and Elevator Addition, Los Angeles, CA
- › USC-Stonier Hall, Tenant Improvements, Los Angeles, CA
- › The Duck Farm Feasibility Study, Watershed Conservation Authority, La Puente, CA
- › Algamac's Coffee Shop at Glendale City Lights, Building Rehabilitation, Glendale, CA
- › Howard Hughes Industrial Historic District at Playa Vista, Historic District Building Survey and Rehabilitation, Los Angeles, CA
- › Los Angeles Memorial Coliseum, Historic Consulting for NFL Rehabilitation, Los Angeles, CA
- › Pasadena Playhouse, Historic Structures Report and Master Plan, Pasadena, CA
- › First Church Christ Scientist, Voluntary Seismic Upgrade, Pasadena, CA
- › USC, Historic District Consulting, Los Angeles, CA
- › Hotel Green Apartments, New 64 Unit Apartment Expansion to Historic Building, Pasadena, CA

PROFESSIONAL EXPERIENCE & LECTURES

- › American Planning Association (APA) Conference, Speaker, "When New Meets Old: Additions to Historic Buildings," 2012
- › Pasadena Heritage Presents, A Tribute to Julia Morgan, Architect, Event Speaker, 2012
- › Society for College and University Planning (SCUP), Plenary Session Speaker, "Taking Stock of Recent Past Post War Capital Assets," Vancouver, BC, 2008
- › California Preservation Foundation, Historic Building Code Workshop, Presenter, Pasadena, CA 2009

## I. FIRM QUALIFICATIONS



SARAH A. DEVAN, R.A.  
ARCHITECTURAL CONSERVATOR

Sarah is an architect and conservator with over twelve years of combined experience in the conservation and restoration of architecture, sculpture, art objects, and documents and works of art on paper. She has particular experience with terra cotta, stone and brick masonry. She has conducted numerous surveys and conditions assessments, and has provided technical reports, historic structure reports, conditions assessments and surveys for both individual treatments and long-term planning initiatives.

Prior to joining ARG, Ms. Devan worked as an associate conservator with Griswold Conservation Associates, LLC (GCA) and Rosa Lowinger & Associates (RLA) in the Los Angeles area; as an associate architect with Wiss, Janney & Elstner Associates, Inc. (WJE) in New York City and Austin, Texas; and as an associate architect with Jameson Architects, PA (JAPA) in Little Rock, Arkansas.

### EDUCATION

- › Master of Science in Historic Preservation, Columbia University, New York
- › Bachelor of Architecture, University of Arkansas, Fayetteville

### MEMBERSHIPS

- › Licensed Architect, New York
- › Certificate, National Council of Architectural Registration Boards (NCARB)
- › Member, Association for Preservation Technology International (APTI)
- › Member, Association for Preservation Technology, Western Chapter
- › Member, American Institute for Conservation of Historic and Artistic Works (AIC)

### SAMPLE OF RELEVANT EXPERIENCE\*

- › Jacob Wolf House, Restoration of the 1829 two-story dogtrot log house as an interpretive museum, Norfolk, AR
- › Santa Barbara Mission Convento Interior Wall Repair, Santa Barbara, CA
- › Conservation Assessment and De-Installation Monitoring for an Historic Stage Set, NBC Universal Studios, Los Angeles, CA
- › Beverly Hills, Citywide Historic Resources Survey, Beverly Hills, CA
- › Baldwin Reid Adobe, Documentation and Testing, Los Angeles County Arboretum, Arcadia, CA
- › Sandstone Stabilization at the Church of the Epiphany, Los Angeles, CA
- › Library Fountain for the Huntington Library, Art Collections and Botanical Gardens, San Marino, CA
- › Survey of Outdoor Sculptures for the University Art Museum, California State University, Long Beach, CA
- › Mausoleum of Henry Edwards Huntington and Arabella Duval Huntington for the Huntington Library, Art Collections, and Botanical Gardens, San Marino, CA
- › Mabel Rose Jamison Vogel and Rosalie Santine Gould Collection for The Butler Center, Art Work Conservation, Little Rock, AR
- › Kress Building, Exterior Restoration, San Antonio, TX
- › New York Public Library, Humanities and Social Sciences Library, Exterior Restoration, New York, NY
- › Kodak Office Tower, Exterior Survey and Repair, Rochester, NY
- › The Juilliard School, Lincoln Center for the Performing Arts, Exterior Survey and Repair, New York, NY
- › The Great Hall, Camp Ouachita Historic Site, Rehabilitation and Adaptive Reuse, Perry County, AR
- › Conservation Assessments
  - › Adamson House, Malibu, CA - Survey for 91 decorative objects and furnishings composed of leather or upholstery
  - › Lummis House ("El Alisal"), Los Angeles, CA - Interior survey
  - › Hindry House and Garage, Pasadena, CA - Exterior and interior survey; work also included historic finish analysis and material testing for replication of historic finishes at exterior stucco and woodwork
  - › Rosslyn Hotel, Los Angeles, CA - Investigation and testing of the mural painting, and investigation of original finishes on decorative plaster ceiling and cornice moldings

\* work performed prior to joining ARG

# REFERENCES & EXAMPLE OF SIMILAR WORK





RANCHO LOS ALAMITOS  
LONG BEACH, CA  
CLIENT: RANCHO LOS ALAMITOS FOUNDATION

REFERENCE

Pamela Seager, Executive Director  
Rancho Los Alamitos Foundation  
t: 562.431.3541  
e: pamela@rancholosalamitos.com

Rancho Los Alamitos is what remains of a 28,000-acre ranch operated by the Bixby family beginning in 1881. The 7.5-acre site preserves important historic features of the property, including the original nineteenth-century adobe ranch house, extensive gardens, and ancillary buildings. The history of Rancho Los Alamitos parallels the history of Southern California and provides a glimpse into California's early ranching culture.

ARG led the team that prepared a master plan for the property.

ARG provided existing conditions reports for all structures and a Historic Structure Report for the main house that accommodated seismic strengthening, disabled access, and a security system. ARG used the Getty Conservation Institute's Adobe Guidelines to evaluate

our design for the seismic strengthening of the original adobe ranch house. The resulting study has greatly reduced the potential impact of the seismic strengthening on the historic materials. We also provided services for restoration of gardens and ancillary structure and construction documents for the seismic strengthening of the main house.

A major restoration of the barns area of the site and construction of a new Education Center was recently completed. The remaining four historic barns were relocated to more accurately reflect their original arrangement and each was restored, including retrofits for seismic strengthening and fire sprinkler systems. The historic landscape around the barns was also restored, including the reconstruction of trellises, fencing, a duck pond, and small animal pens.





## 2. REFERENCES & SIMILAR WORK



### SWEDENBORGIAN CHURCH COMPLEX

SAN FRANCISCO, CA

CLIENT: THE SAN FRANCISCO SWEDENBORGIAN CHURCH

#### REFERENCE

Joy Barnitz, Swedenborgian Church  
t: 510.708.0711  
e: joybarnitz@yahoo.com

is the product of the felicitous marriage of some of the most significant Arts and Crafts architects, artists, and craftsmen of the day, including A.C. Schweinfurth, A. Page Brown, Bernard Maybeck, Bruce Porter, William Keith, and Dirk van Erp. Of particular note in the sanctuary are exposed timbers and unfinished madrone logs supporting the roof framing.

ARG was hired to produce a Historic Structures Report (HSR) for the complex. ARG utilized in-house architects, historians and conservators, and managed a team of consultants including structural, mechanical, and electrical engineers, as well as a cost estimator and real estate consultant.

The HSR included a comprehensive assessment of the wood elements of the

building. Drywood and subterranean termite infestation was suspected as well as rot in the foundation sills and wood framing. Using a diagnostic equipment including moisture meters, resistographs and infrared photogrammetry to assess concealed rot in timbers, ARG documented wood deterioration in the structure including a very confining crawl space. Recommendations were prepared for repair, conservation, and structural stabilization of the Sanctuary, Parish House, Parsonage, and Site Wall. Based upon the assessment, immediate measures were taken to arrest wood deterioration. The congregation is now in the process of fund-raising for preservation of the church including seismic strengthening based upon schematic design drawing prepared by the project team.

The wood frame San Francisco Swedenborgian Church complex is a three-building ecclesiastical campus with associated gardens in San Francisco's Laurel Heights neighborhood. The 1895 Sanctuary building is associated with its first pastor, Swedenborgian Transcendentalist theologian Joseph Worcester, who was a significant figure in the intellectual, cultural, and social history of San Francisco. The complex





REEDER CITRUS RANCH HISTORIC STRUCTURES REPORT  
 MONTCLAIR, CA  
 CLIENT: THE GEORGE C. AND HAZEL H. REEDER FOUNDATION, CITY OF MONTCLAIR

REFERENCE

Gary Charleston, Personnel Officer  
 City of Montclair  
 t: 909.625.9406  
 e: gcharleston@cityofmontclair.org

The George C. and Hazel H. Reeder Citrus Ranch is located on Holt Boulevard in Montclair, California. Originally purchased by John Reeder in 1900, it operated as a ten-acre family citrus ranch for most of its history. The existing remnants of the original ranch include the Reeder family house, a barn, thirty-nine heritage naval orange trees, four avocado trees, and a variety of out-buildings and landscape features.

ARG completed a Historic Structures Report for the ranch buildings, structures and landscape. Components of the project included historical research, an existing conditions survey, building code research and analysis, and treatment recommendations.

The report was intended to serve as a comprehensive planning document to be used by the client to guide the preservation of the site and its structures as they ready the property for public visitorship as a house museum. A history and physical description of the property, analysis of historical significance, discussion of preservation objectives, and recommendations for treatment were all included within the document. Coordination with consultants provided additional analysis of building structure and systems, hazardous materials, and historic landscape features.



# PROJECT APPROACH & ESTIMATED TIME





#### PROJECT APPROACH

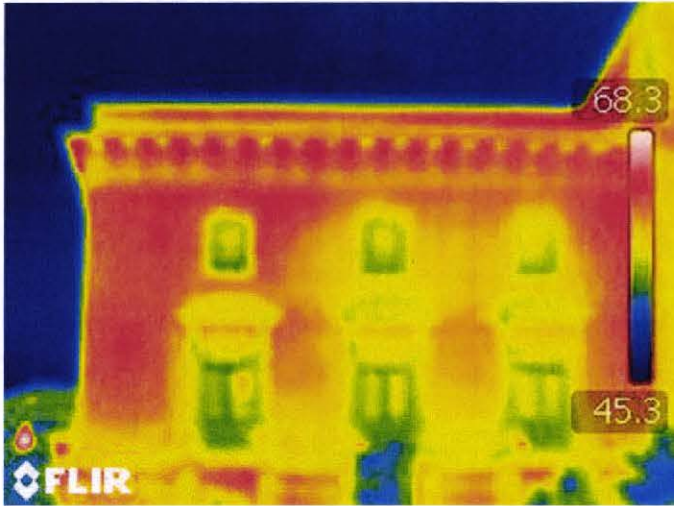
We understand that the purpose of this project is to determine the causes of building structure and fabric deterioration so that immediate remediation measures may be taken. Through our long experience with government and non-profit groups who are responsible for cultural resources, we have become accustomed to developing practical reports with recommendations that address immediate treatment and maintaining buildings over time. We also understand that this project presents the opportunity to identify and document historic fabric and structural systems as well as the building chronology.

Generally accepted conservation methodology, whether the focus of the work is a museum, object or a building, begins with documentation. Documentation involves the identification of materials and the recording of their conditions in a format appropriate for the resource. In the case of buildings, the project typically begins with preparation of drawings of the structure: plans, elevations, sections and details. Other types of documentation may be used such as photographs. We have assumed that drawings of the Cornelia White House will be made available to us in electronic format.

An important component of conservation planning, which is typically done concurrently with documentation of existing conditions, is historic research. This includes a review of the material held at the site, but may also include some off-site work to gather historic written descriptions and photographs. This information will contribute to an understanding of the changes the resource has undergone over time.



### 3. PROJECT APPROACH & ESTIMATED TIME



*Infrared Thermography*

After reviewing all information provided to us including the history of the building and any available maintenance records, we will mobilize with the appropriate tools and diagnostic equipment necessary for investigation of the house. The project will begin with a kick-off meeting with the client. At this time we will discuss the details of the project including any logistical issues and establish lines of communication.

The project team will then begin on-site work that we anticipate will require two days. We will survey the structures to identify waterproofing deficiencies, wood deterioration failure of structural assemblies and deterioration of other materials. Wet or moist conditions will be identified using moisture meters, borescopes or infrared thermography. Non-destructive and minimally destructive investigation will be conducted to ascertain conditions in concealed spaces. Some minor impact to finishes may occur which can be easily repaired. Conditions will be recorded on drawings of the building and samples of wood and other materials taken as applicable. The condition of the interior environment will be recorded using a sling psychrometer and/or other environmental monitoring devices.



*Moisture Meter*

Once the existing conditions documents and historic research have been completed we will prepare a building chronology based upon both historic research and physical evidence observed during the investigation. The chronology will identify historic fabric and is an account of the changes the resource has undergone since construction or installation. It is frequently supplemented with graphics illustrating the evolution of the structure. The building chronology is an integral part of the preservation of historic resources. The chronology, together with the condition assessment, is used to identify original or historically significant features or materials. An understanding of the changes the resource has undergone is also important when decisions are made regarding architectural conservation treatments or interventions. This is because it is critical to minimize the impact of any intervention upon historically significant building features and fabric. Only by correctly identify historic fabric can adverse effects to these elements be avoided.

With the documentation, research and site work complete, we will develop our assessment of the various conditions noted and develop conservation treatment recommendations. Laboratory work to identify mechanisms of deterioration, if necessary, will also be done at this time. Although it is difficult to predict what laboratory work will be necessary before the survey, we do anticipate species identification of wood used to construct the building and perhaps identification of preservatives used to



treat building materials such as rail road ties. Some materials analysis may be done at our in-house laboratory and we may also outsource certain tasks such as identification of wood preservatives.

Upon conclusion of the site work including documentation, analysis and materials testing, we suggest a teleconference with the client to discuss our findings and recommendations for treatment.

After the teleconference, the conservation treatments will be finalized and cost projections will be prepared. A report draft, including photos and drawings, will then be assembled for review by the client. The report will be updated based upon the client's comments and completed. The report will include:

- › Overall findings of the investigation and documentation
- › Building chronology and identification of historic fabric
- › Identification of building materials, methods and systems
- › Recommendations for temporary/immediate stabilization or waterproofing of the building consistent with the Secretary of the Interior's Standards.
- › Recommendations for long-term conservation of the entire building consistent with the Secretary of the Interior's Standards.
- › Recommendations for changes to mechanical systems if related to deterioration of building materials.

After the final report has been submitted and accepted, we will be available for the interim presentation to the Historical Site Preservation Board to outline the conservation strategies. Subsequently we will begin the preparation of construction documents. It is difficult to predict the extent or scope of the documents prior to completion of the survey; however, we anticipate our product will have plans, elevation and repair details of the building together with technical specifications.



*Measuring Moisture at Wood Decay*

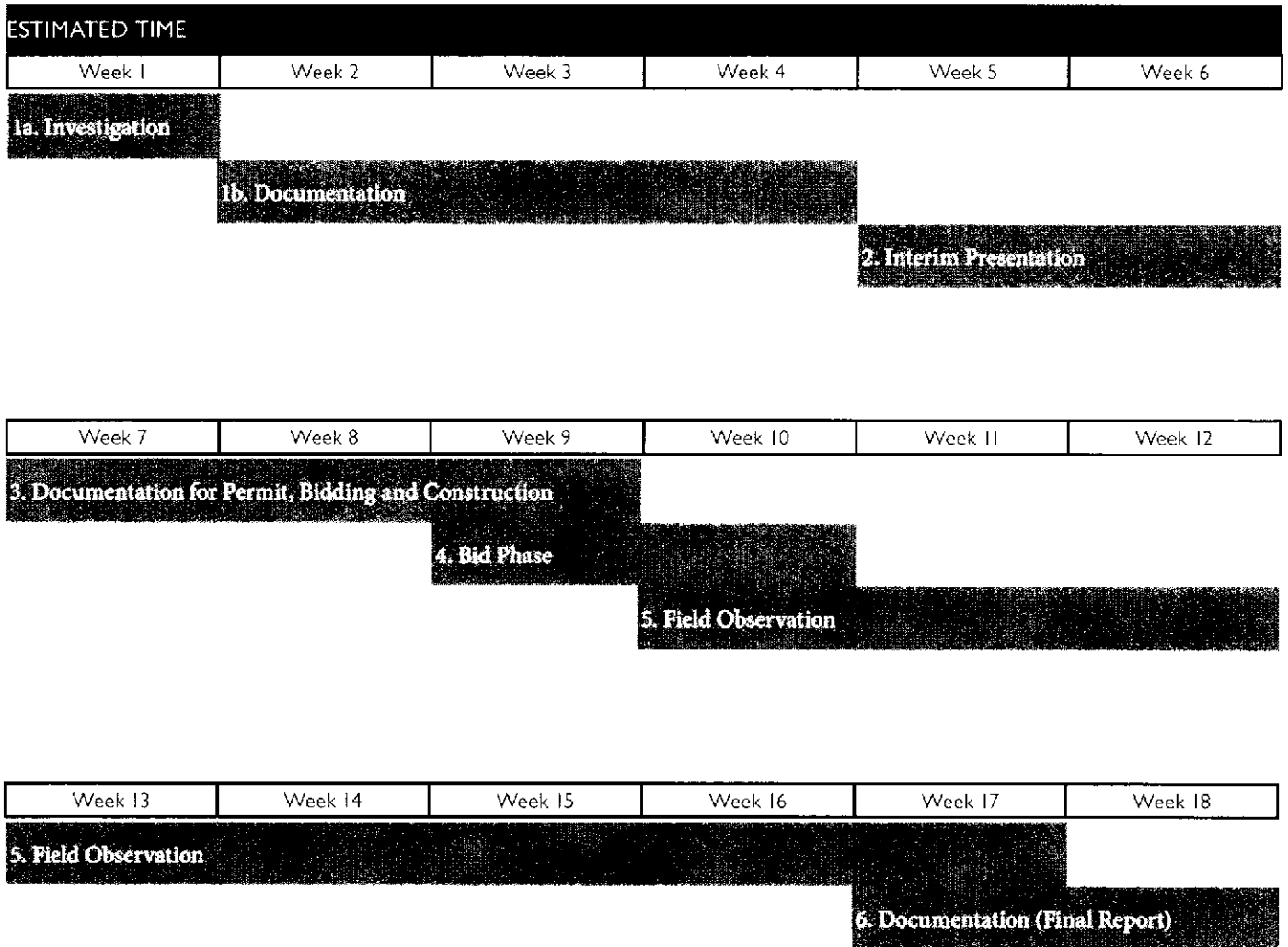


*Work in the ARG Lab*

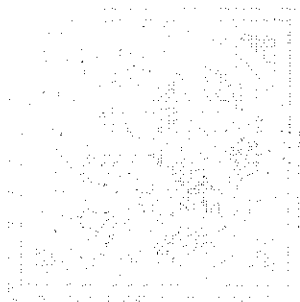


*Staff in the Field*

3. PROJECT APPROACH & ESTIMATED TIME



TEAM MEMBER TIME	% INVOLVED
Principal-in-Charge <i>David Wessel, AIC, FAPT</i>	10%
Project Manager <i>Christopher Smith</i>	25%
Conservator <i>Sarah Devan</i>	40%
Wood Technologist/Peer Review <i>Kevin Flynn</i>	As-Necessary
Wood Lab Analysis <i>Forest Products Laboratory</i>	As-Necessary
Structural Engineer	As-Necessary
Cost Estimator <i>Karen Jensen</i>	As-Necessary



ARG, 8 Mills Place, Suite 300  
Pasadena, CA 91105  
626.583.1401  
[www.arg-la.com](http://www.arg-la.com)

## EXHIBIT "D"

### SCHEDULE OF COMPENSATION

	Principal \$210.00	Project Manager / Preservation Specialist \$160.00	Architect / Conservator \$135.00	ARG Cost
Phase 1a				
Task 1	2	2	4	\$1,280.00
Task 2	8	8	16	\$5,120.00
Task 3	0	0	0	\$0.00
Task 4	4	0	12	\$2,460.00
Task 5	0	0	0	\$0.00
Task 6	0	0	0	\$0.00
Phase 1b				
Task 1	2	8	20	\$4,400.00
Task 2	2	2	20	\$3,440.00
Phase 2				
Task 1	0	8	12	\$2,900.00
Task 2	1	2	2	\$800.00
Phase 3				
Task 1	0	0	4	\$540.00
Task 2	0	4	12	\$2,260.00
Phase 4				
Task 1	0	4	8	\$1,720.00
Task 2	0	0	8	\$1,080.00
Phase 5				
Task 1	0	0	8	\$1,080.00
Task 2	2	2	16	\$2,900.00
Phase 6				
Task 1	2	4	12	\$2,680.00
			<b>Subtotal ARG Cost:</b>	<b>\$32,660.00</b>
			<b>Travel Expenses:</b>	<b>\$800.00</b>
			<b>Consultant Expenses:</b>	<b>\$2,900.00</b>
			<b>Reimbursable Expenses:</b>	<b>\$4,766.00</b>
			<b>Grand Total Not To Exceed:</b>	<b>\$41,126.00</b>

**Exclusions and Conditions:**

1. A complete set of as-built drawings are not included in this fee.
2. Hazardous Material investigation and testing is not included in this fee.  
ARG may offer recommendations for qualified HAZMAT firm.
3. Geotechnical and Soils testing is not included in this fee.  
ARG may offer recommendations for qualified Geotech firms.

## EXHIBIT "E"

### SCHEDULE OF PERFORMANCE

ESTIMATED TIME					
Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
<b>1a. Investigation</b>					
	<b>1b. Documentation</b>				
				<b>2. Interim Presentation</b>	
Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
<b>3. Documentation for Permit, Bidding and Construction</b>					
		<b>4. Bid Phase</b>			
			<b>5. Field Observation</b>		
Week 13	Week 14	Week 15	Week 16	Week 17	Week 18
<b>5. Field Observation</b>					
				<b>6. Documentation (Final Report)</b>	

# Attachment 6

**NOTICE OF EXEMPTION**

To:  Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

Clerk of the Board  
County of Riverside  
P.O. Box 751  
Riverside, CA 92502-0751

**Project Title:** Cornelia White House Exterior Repairs, City Project No. 15-16

**Project Applicant:** City of Palm Springs

**Project Location (Specific):** Cornelia White House is located at 221 S. Palm Canyon Dr.

**Project Location (City):** City of Palm Springs

**Project Location (County):** Riverside

**Project Description:** The scope of work includes exterior repairs to the walls and windows at the Cornelia White House to address the water damage. The work will encompass removing, repairing, and replacing damaged walls and windows to prevent further water intrusion.

**Name of Public Agency Approving Project:** City of Palm Springs

**Name of Person or Agency Carrying Our Project:** City of Palm Springs, Public Works & Engineering Department  
3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262

**Exempt Status:** (check one)

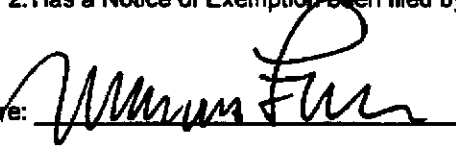
- Ministerial (Sec. 21080(b) (1); 15268);
- Declared Emergency (Sec. 21080(b) (3); 15269(a));
- Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15331 Historical Resource Restoration/Rehabilitation (Class 31); for the maintenance and repair on historical resources
- Statutory Exemptions. State code number:

Reasons why project is exempt: Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer ("the Standards"). Therefore, the Cornelia White House Exterior Repairs, City Project No. 15-16, is considered categorically exempt from CEQA.

**Lead Agency Contact Person:** Marcus L. Fuller, P.E. **Area Code/Telephone/Extension:** (760) 322-8380

**If filed by applicant:**

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature:  Date: 10/13/15 Title: Assistant City Manager/City Engineer

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code **Date received for filing at OPR:** \_\_\_\_\_  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



# Attachment 7

**CORNELIA WHITE HOUSE**  
**REPAIR/STABILIZATION "SECOND SKIN"**  
**SCHEMATIC STATEMENT OF PROBABLE COST**

	unit	qty	cost/unit		subtotals
<b>LABOR</b>					
Set-up/demo/repair	hr	40	85	3,400	
	hr	30	60	1,800	
Windows: remove/secure rebuild or new/re-install	ea	13	2,500	32,500	
Doors: remove/secure; rebuild or new/re-install	ea	3	3,000	9,000	
weather barrier and sheet metal	LS	1	2,000	2,000	
Install "second skin"	hr	60	85	5,100	
		40	60	2,400	
Repair/ "patch-in" railroad ties	hr	60	85	5,100	
		40	60	2,400	
Paint	sf	1400	2.5	3,500	
					67,200
<b>MATERIAL</b>					
Trim and redwood lath batten	LS	1	1,500	1,500	
Siding (redwood, clear heart, mill rough)	bf	750	4	3,000	
Railroad ties	LS	1	1,500	1,500	
					6,000
<b>MISC</b>					
Clean-up	LS	1	1,000	1,000	
Misc repair to interior	LS	1	2,500	2,500	
					3,500
subtotal					76,700
<b>GENERAL CONTRACTOR</b>					
Overhead/Profit	%	15%	76700	11,505	
General Conditions, Insurance	%	15%	76700	11,505	
					23,010
<b>CONTINGENCY</b>	%	20%	76700		15,340
<b>Schematic Design Project Budget Total</b>					<b>\$ 115,050</b>



**CORNELIA WHITE HOUSE**  
**REPAIR/STABILIZATION "PIECE BY PIECE"**  
**SCHEMATIC STATEMENT OF PROBABLE COST**

	unit	qty	cost/unit		subtotals
<b>LABOR</b>					
Set-up/demo/repair	hr	40	85	3,400	
	hr	30	60	1,800	
Windows: remove/secure rebuild or new/re-install	ea	13	1,500	19,500	
Doors: remove/secure; rebuild or new/re-install	ea	3	1,500	4,500	
weather barrier and sheet metal	LS	1	2,000	2,000	
Install "Piece by Piece" board and lath	hr	120	85	10,200	
		100	60	6,000	
Repair/ "patch-in" railroad ties	hr	60	85	5,100	
		40	60	2,400	
Paint	sf	1400	2.5	3,500	
					58,400
<b>MATERIAL</b>					
Trim and redwood lath batten	LS	1	1,500	1,500	
Siding (redwood, clear heart, mill rough)	bf	750	4	3,000	
Railroad ties	LS	1	1,500	1,500	
					6,000
<b>MISC</b>					
Clean-up	LS	1	1,000	1,000	
Misc repair to interior	LS	1	2,500	2,500	
					3,500
	subtotal				67,900
<b>GENERAL CONTRACTOR</b>					
Overhead/Profit	%	15%	67,900	10,185	
General Conditions, Insurance	%	15%	67,900	10,185	
					20,370
<b>CONTINGENCY</b>	%	20%	67,900		13,580
<b>Schematic Design Project Budget Total</b>					<b>\$ 101,850</b>



# Attachment 8

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2015-2016 TO APPROPRIATE \$200,000 FOR THE CORNELIA WHITE HOUSE EXTERIOR REPAIRS, CITY PROJECT NO. 15-16

**WHEREAS**, Resolution No. 23838 approving the Budget for the Fiscal Year 2014-2015 was adopted on June 17, 2015; and

**WHEREAS**, the City Manager has recommended, and the City Council desires to approve, certain amendments to the budget for Fiscal Year 2015-2016.

**NOW, THEREFORE THE CITY COUNCIL DETERMINES, RESOLVES AND APPROVES AS FOLLOWS:**

SOURCE(S):

Fund	Activity	Account	Amount
001 General Fund		Fund Balance	\$200,000

ADDITION(S):

Fund	Activity	Account	Amount
261 Capital Improvement Projects	4491	New Account	\$200,000

PURPOSE: Provide initial budget for the Cornelia White House Exterior Repairs, City Project No. 15-16.

ADOPTED THIS 21st DAY OF October, 2015.

CITY OF PALM SPRINGS

\_\_\_\_\_  
David H. Ready  
City Manager

ATTEST:

\_\_\_\_\_  
James Thompson  
City Clerk

CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF PALM SPRINGS )

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. \_\_\_\_\_ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on October 21, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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James Thompson, City Clerk  
City of Palm Springs, California