



City of Jurupa Valley

Staff Report

DATE: JANUARY 15, 2026
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
SUBJECT: AGENDA ITEM NO. F
FIRST AMENDMENT TO EXTEND PROFESSIONAL SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. FOR THE MISSION BOULEVARD PAVEMENT REHABILITATION PHASE 3 PROJECT (CIP 21108)

RECOMMENDATION

Approve the First Amendment to extend the contract term for the Professional Services Agreement with Z&K Consultants, Inc. for Construction Management and Construction Inspection services for the Mission Boulevard Pavement Rehabilitation Phase 3 Project (CIP 21108).

BACKGROUND

The Mission Boulevard Pavement Rehabilitation Phase 3 Project (Ben Nevis Boulevard to Bellegrave Avenue) addresses deteriorated pavement conditions to improve motorist and pedestrian safety. Improvements include pavement grinding and overlay, reconstruction of curb and gutter, sidewalks, and driveway approaches, upgraded pavement striping and markings, installation of solar-powered radar feedback signs, new street name signs, and upgrades to existing stop signs. In 2022, the City submitted an earmark funding request through the office of U.S. Congressman Mark Takano. The funding was allocated by Congress on June 28, 2022, and approved by the Federal Highway Administration on June 2, 2025.

ANALYSIS

On August 21, 2025, the City Council approved a Professional Services Agreement with Z&K Consultants, Inc. (the “Consultant”) for Construction Management and Construction Inspection services for the Mission Boulevard Pavement Rehabilitation Phase 3 Project with a not-to-exceed amount of \$99,944.

During construction, the project experienced a minor delay due to material lead times. The remaining materials are expected to be delivered and installed in January 2026. The agreement is currently set to expire on January 28, 2026. However, additional time is required to complete the CM/CI of the remaining project items and documentation requirements. The First Amendment extends the agreement term through June 30, 2026. No changes to the not-to-exceed amount or the scope of work are proposed.

The project is on track, and it is anticipated that a Notice of Completion will be submitted for approval by February 2026.

FINANCIAL IMPACT

There is no fiscal impact. The proposed amendment only extends the contract term to allow the consultant to complete construction management and inspection services for the remaining work, along with all associated administrative and project closeout requirements.

ALTERNATIVES

The City Council may elect not to approve the recommendations and provide staff with alternate direction.

*****SIGNATURES ON FOLLOWING PAGE*****



Prepared by:



Maria Fraser

Deputy Director of Public Works/Assistant City Engineer

Reviewed by:



Paul Toor

Director of Public Works/City Engineer

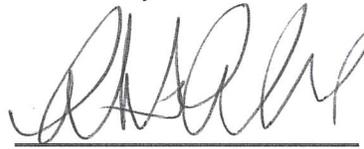
Reviewed by:



Susan Paragas

Director of Finance

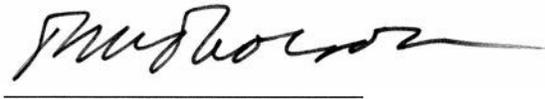
Reviewed by:



Michael Flad

Assistant City Manager

Approved as to form:



Peter M. Thorson

City Attorney

Submitted by:



Rod B. Butler

City Manager

Attachments:

1. First Amendment
2. Original Agreement



ATTACHMENT 1

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND Z&K CONSULTANTS INC. FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES FOR MISSION BUOLEVARD IMPROVMENTS PHASE 3 FROM BELLEGRAVE AVE TO BEN NEVIS BLVD, CIP #21110

This First Amendment is made and effective as of January 28, 2026, between the City of Jurupa Valley, a municipal corporation (“City”) and Z&K Consultants, Inc., a California Corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:
 - A. On August 21, 2025, the City and Consultant entered into that certain Agreement. entitled “AGREEMENT FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND Z&K CONSULTANTS INC. FOR MISSION BUOLEVARD IMPROVMENTS PHASE 3 FROM BELLEGRAVE AVE TO BEN NEVIS BLVD, CIP #21110.”
2. Modification to term of Agreement. The term of the Agreement set forth in Section 1 of the Agreement shall be extended from the date when the Agreement expires on January 28, 2026, to June 30, 2026, unless otherwise expressly extended and agreed to by both parties in writing, or terminated by either party as provided in the Agreement. The City may elect to terminate the Agreement at any time.
3. All other conditions of the original agreement dated August 21, 2025, remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

Z&K CONSULTANTS INC.

By: 
Name: Crystal Fraire
Title: President

By: 
Name: Zack Faqih
Title: Senior Vice President

**[SIGNATURES OF TWO CORPORATE OFFICERS OR CORPORATE AUTHORITY
RESOLUTION REQUIRED]**

CITY OF JURUPA VALLEY

Rod B. Butler
City Manager

ATTEST:

Maria Morris, CMC
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

ATTACHMENT 2

AGREEMENT FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND Z&K CONSULTANTS INC. FOR MISSION BOULEVARD IMPROVEMENTS PHASE 3 FROM BELLEGRAVE AVE TO BEN NEVIS BLVD, CIP 21110

THIS AGREEMENT is made and effective as of August 21, 2025, between the City of Jurupa Valley ("City") and Z&K Consultants, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on August 21, 2025, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than January 28, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. Performance

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of consultant hereunder in meeting its obligations under this Agreement.

4. Payment

A. The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed ninety-nine thousand nine hundred forty-four dollars (\$99,944) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of

receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

5. Suspension or Termination of Agreement Without Cause

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

6. Default Of Consultant

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he or she shall provide the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. Special Federal Requirements.

The Consultant does hereby acknowledge that this project will be partially or fully funded with Active Transportation Program grant funding, which Program was created by Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations or requirements, including, but not limited to those set forth in Title 23 of the Code of Federal Regulations- Highways, 23 U.S.C. 633 Subpart A-Federal-Aid Construction Contracts (Other than Appalachian Contract), the Required Contract Provisions set forth in Form FHWA 1273 and 29 CFR 5.5, any California Department of Transportation grant requirements

as set forth in the Program Supplement No. T19 Rev. 1, effective October 9, 2019 to Administering Agency-State Agreement No. 00511S for Federal Projects, which was entered into between the City and the State of California effective June 30, 2017, all of which are attached hereto and incorporated herein by this reference. Consultant shall comply with the requirements in the above-referenced documents and any applicable state, federal or local requirements and/or assist City with compliance as applicable and also incorporate all applicable provisions in the documents noted above and any requirements into any subconsultant agreements.

8. Prevailing Wages

A. Consultant shall pay prevailing wages to the extent required by and in accordance with the requirements of Labor Code Sections 1720 et. seq. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-contractor hired and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement.

B. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

9. Ownership and Maintenance of Documents

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of

City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City Manager, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

C. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the Consultant.

10. Indemnification

A. Indemnity for Design Professional Services. In connection with its design professional services, but subject to the limitations of Section 2 of this Agreement, Consultant shall hold harmless and indemnify City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees"), with respect to any and all claims, demands, liabilities, losses, costs or expenses, including reimbursement of reasonable attorney fees and costs of defense (collectively "Claims"), including but not limited to Claims relating to death or injury to any person and injury to any property which to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employee, sub-consultants, or agents in the performance or its professional services under this Agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault as set forth in California Civil Code 2782.8.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 9.A. above, but subject to the limitations of Section 2 of this Agreement, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Claims, including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection

with such defense. Consultant's duty to defend pursuant to this Section 9.B. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

11. Insurance Requirements

A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

a) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

b) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

c) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

d) Professional liability insurance shall be written on a policy form providing professional liability for the Consultant's profession.

2) Minimum Limits of Insurance. Consultant shall maintain limits no less than:

a) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.

c) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

d) Professional liability insurance in the amount of one million dollars (\$1,000,000) per claim and in the aggregate.

3) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed \$25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

B. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials ("Additional Insured") shall be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

6) Within one (1) business day following receipt by Consultant of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, Consultant shall notify City of such action or proposed action.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

D. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may

provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E. Modifications. City Manager may, with the consent of the City Attorney, waive the provisions of this paragraph or provided for other forms of insurance as may be necessary to enable the City to receive adequate insurance protection as contemplated in this section.

12. Independent Contractor

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. 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, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. Legal Responsibilities

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. Confidentiality; Release of Information

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

B. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order

under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

D. Prohibited Interest. No officer, or employee of the City of Jurupa Valley who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City Council or City of Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-Consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

E. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

F. Time is of Essence. In carrying out the provisions of this Agreement, both parties acknowledge and agree that time is of the essence.

G. Authority To Execute This Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

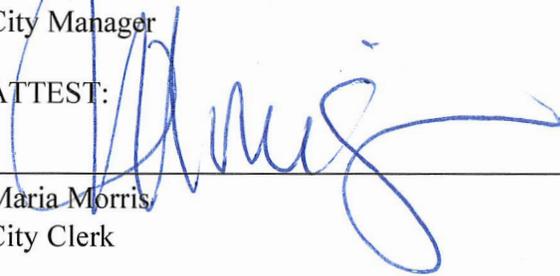
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY



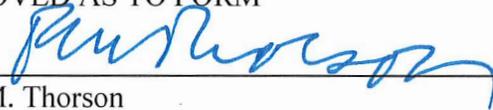
Rod B. Butler
City Manager

ATTEST:



Maria Morris
City Clerk

APPROVED AS TO FORM



Peter M. Thorson
City Attorney

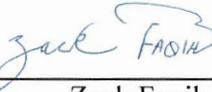
Z&K CONSULTANTS, INC.



By: _____

Name: Crystal Fraire

Title: President



By: _____

Name: Zack Faqih

Title: Secretary

[SIGNATURES OF PRESIDENT AND SECRETARY OF CORPORATION OR CORPORATE AUTHORITY RESOLUTION REQUIRED FOR CORPORATION; SIGNATURE OF MANAGING MEMBER REQUIRED FOR LLC OR LLP]

CIP #21110

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide construction management and inspection services for the construction of pavement rehabilitation, PCC curb, gutter, sidewalk and ADA access ramps, signing and striping for various streets on Mission Blvd from Bellegrave Ave to Ben Nevis Blvd areas.

Exhibit A

Z&K CONSULTANTS
BUILDING SOLUTIONS



**City of Jurupa Valley
Proposal for Construction
Management and Inspection
Services for Mission Boulevard
Pavement Rehabilitation -
Phase 3 Project**

July 8, 2025