



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. K

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND EXP U.S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS, FOR PACIFIC AVENUE PHASE 2, (CIP 23115)

RECOMMENDATION

1. That the City Council approve the Third Amendment to the Agreement between the City of Jurupa Valley and EXP U.S. Services Inc. for Engineering Design Services for the Pacific Avenue Pedestrian and Bicycle Improvements, extending the term through June 30, 2027 and increasing the contract by \$24,834 to a total not-to-exceed amount of \$289,443.
2. Authorize the City Manager to execute the Third Amendment in substantially the form and format attached, subject to approval by the City Attorney.

BACKGROUND

Pacific Avenue Pedestrian and Bicycle Improvements Phase 2 Project extends from 42nd Street to Limonite Avenue and includes new curb, gutter, and sidewalk, pavement rehabilitation, updated signage and striping to establish a bicycle route, and associated drainage improvements. Phase 2 builds on prior improvements on Pacific Avenue from Mission Boulevard to 42nd Street which were completed in September 2024. On July 21, 2022, the City Council approved an agreement with EXP U.S. Services, Inc. (EXP) to provide engineering design services for Phases 1 and 2 of the Pacific Avenue Pedestrian and Bicycle Improvements Project. On September 7, 2023, the City

Council accepted \$690,120 in Senate Bill 821 Bicycle and Pedestrian Facilities Program funding for Phase 2 of the project (CIP No. 23115).

EXP completed the design and construction documents for Phase 1 (CIP No. 19106); however, the complexity of sidewalk design, extensive utility coordination, private property fencing relocations, and staff-requested design changes to preserve existing trees exceeded the level of effort anticipated under the original agreement. Accordingly, on March 21, 2024, the City Council approved the First Amendment to EXP's contract, increasing the contract amount by \$39,640 to a revised total of \$211,475 to address the additional level of effort and complete the Phase 2 design.

During the Phase 2 drainage study, it was determined that increased runoff from Phase 1 and a larger contributing drainage area would exceed the capacity of the existing storm drain system, requiring a new drainage analysis, enhanced drainage improvements, and an encroachment permit from the Riverside County Flood Control District. As a result, on August 15, 2024, the City Council approved the Second Amendment to EXP's contract in the amount of \$53,134 to address the additional drainage design and permitting requirements, increasing the total contract amount to \$264,609. The added scope included new drainage inlets and two storm drain connections to the Sunnyslope Channel to improve conveyance and reduce ponding.

ANALYSIS

During design coordination with EXP and Riverside County Flood Control District (RCFCD) throughout the year, staff addressed all design changes and requests received at that time and resubmitted the drawings in anticipation of encroachment permit approval.

Based on comments received from the Riverside County Flood Control District in December 2025, the District requested that EXP perform additional structural analysis of the existing flood control channel wall structures. RCFCD indicated that, due to the age of the channel, the existing flood control channel wall structures cannot support the new storm drain connections required for the existing and proposed conditions. As a result, additional structural design is required.

These comments resulted in additional work that was not anticipated in the original scope of work. In addition, RCFCD requested that EXP perform a higher storm event drainage analysis to ensure consistency with, and to support, RCFCD's future capital project design for channel and storm drain improvements along Pacific Avenue.



A Third Amendment to the contract, in the amount of \$24,834, is requested to cover additional out-of-scope structural analysis services. To further coordinate this effort staff requests that the agreement be extended to June 30, 2027, and upon approval, EXP will coordinate with the Riverside County Flood Control District (RCFCD) to finalize the design in response to District comments, secure permit approval, and provide the City with the updated Phase 2 design details.

FINANCIAL IMPACT

Approval of the proposed Third Amendment will increase EXP's contract by \$24,834, for a revised not-to-exceed amount of \$289,443. The additional cost will be funded by approved Measure A funds and is included in the Pacific Avenue Phase 2 project budget.

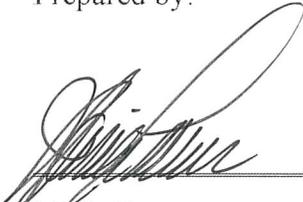
ALTERNATIVES

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

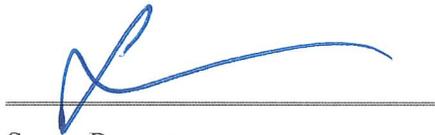
Reviewed by:



Paul Toor

Director of Public Works/City Engineer

Reviewed by:



Susan Paragas

Director of Finance

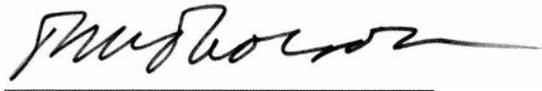
Reviewed by:



Michael Flad

Assistant City Manager

Approved as to form:



Peter M. Thorson

City Attorney

Submitted by:



Rod B. Butler

City Manager

ATTACHMENTS:

1. Third Amendment Agreement
2. Second Amendment Agreement
3. First Amendment Agreement
4. Original Agreement
5. Project Boundary Map



ATTACHMENT 1

THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U.S SERVICES INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS

This Third Amendment is made and effective as of January 15, 2026, between the City of Jurupa Valley, a municipal corporation (“City”) and EXP U.S Services (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Third Amendment is made with the respect to the following facts and purposes:

A. On July 1, 2022, the City and Consultant entered into that certain Agreement entitled “AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U. S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS”

B. On March 24, 2024, the City and Consultant entered into that certain First Amendment entitled “FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U. S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS”

C. On August 15, 2024, the City and Consultant entered into that certain Second Amendment entitled “SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U. S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS”

2. The Agreement is hereby amended to read as follows:

A. **TERM.** Modification to the term of the Agreement. The term of the Agreement set forth in Section 1 of the Agreement shall be extended to June 30, 2027, 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.

B. **PAYMENT.** The City agrees to cause Consultant to be paid monthly, in accordance with payment rates and terms and the schedule of payments as set forth in Exhibit A, Fee Schedule, attached hereto and incorporated herein by reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Eighty-Nine Thousand Four Hundred Forty-Three Dollars (\$289,443.00) through the total term of the agreement unless additional payment is approved as provided in this Agreement.

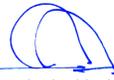
3. Exhibit B (“Schedule of Payment”) is hereby amended to read as follows in the attached exhibit.

4. All other conditions of the Second Amendment dated August 15, 2024 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.

EXP U.S SERVICES, INC.

By: 
Name: Syed Raza
Title: Vice President`

By: 
Name: Abdollah Ansari
Title: 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



January 2, 2026

Maria Fraser, MPA, P.E., QSD/QSP
Deputy Director of Public works/Assistant City Engineer
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley CA 92509

Subject: Request for Approval – Addittional Scope for Pacific Avenue Road Widening Project

Dear Ms. Fraser:

This is in reference to EXP U.S. Services Inc's (EXP) contract with the City of Jurupa Valley (City) to provide design services for Pacific Avenue Road Widening Project. The scope of work consists of preparing roadway and striping plans, drainage report and surveying services.

We respectfully request the City to review and approve the attached cost proposal in the amount of **\$24,834.00** to perform the following additional scope of work for the project:

1. **Update Drainage Report:** Riverside County Flood Control (RCFC) has requested a more comprehensive hydrology study to evaluate the drainage features in the area. EXP will perform this analysis, update the Drainage Report and submit it to RCFC for review and approval.
2. **Structural Analysis for Channel Connection:** RCFC has requested that structural calculations and details be provided to support the connection of the proposed Storm Drain System to the Channel. EXP will perform this analysis and submit it to RCFC for review and approval.

Additionally, details regarding the **Construction Support** option are provided. The attached cost proposal includes this option at a price of **\$12,412**, which covers the following additional scope of work for the project.

1. **Construction Support:** The City has requested EXP to provide design support during construction since it was not part of the original contract. The fees for this new scope of work is estimated to be \$12,412.00. Below is the list of activies that will be performed for this task:
 - i. **Review Contractor Submittals:** Review submittals received from the contractor for verification.
 - ii. **RFI and Design Support:** Provide additional design support during construction. This includes providing clarifications/revisions to roadway plans, drainage plans, and responding to inquires etc.
 - iii. **Closeout Support:** Perform final project close-out activities including reviewing as-built drawings and preparing project completion deliverables.



Maria Fraser
Page 2
January 2, 2026

The following is the list of deliverables that will be provided to the City:

- Updated Drainage Report
- Structural Calculations and Details

Options

- Design support during construction

We appreciate your consideration of this request. If you have any questions or would like to discuss, please call me at (909) 217-5779.

Sincerely,

A handwritten signature in black ink, appearing to read "Syed Raze".

EXP U.S. SERVICES INC.
Syed Raze , P.E.
Project Manager

COST PROPOSAL
City of Jurupa Valley
Pacific Ave Phase II

FIRM: EXP U.S. Services Inc.

ROLE: Prime Consultant

LABOR HOUR and FEE ESTIMATE

Item #	TASK DESCRIPTIONS	Project Manager	Structural Engineer	Civil CADD Designer	Drainage Engineer	Total Hours	TOTAL
		\$248	\$248	\$125	\$242		
200	Drainage Report						\$24,834
201	Hydrology Drainage Maps and Report			30	10	40	\$6,173
202	Hydraulic Analysis updates			10	10	20	\$3,673
202	AES analysis				25	25	\$6,057
203	Transition Structure Details			15		15	\$1,875
204	Transition Structural Analysis		20			20	\$4,960
205	RCFC Comment Coordination		3	5	3	11	\$2,096
	Options						
300	Construction Support						\$12,412
301	RFI Review	25		15		40	\$8,070
302	Submittals Review	10				10	\$2,478
303	Closeout support	5		5		10	\$1,864
	TOTAL (W/O Options)						
	TOTAL (W/O Options)						\$24,834
	TOTAL HOURS :	0	23	60	48	131	

ATTACHMENT 2

SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U.S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS

This Second Amendment is made and effective as of August 15, 2024, between the City of Jurupa Valley, a municipal corporation ("City") and EXP U.S. Services, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Second Amendment is made with the respect to the following facts and purposes:

A. On July 21, 2022, the City and Contractor entered into that certain Agreement entitled "AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U.S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS"

2. Section 4.A of the Agreement is hereby amended to read as follows:

4. PAYMENT

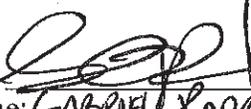
A. The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payments as set forth in Exhibit B, Fee Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed two hundred sixty-four thousand six hundred nine Dollars (\$264,609.00) through the total term of the Agreement unless additional payment is approved as provided in this Agreement.

5. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

6. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

EXP U.S. SERVICES, INC.

By: 
Name: GABRIEL RODRIGUEZ
Title: VICE PRESIDENT

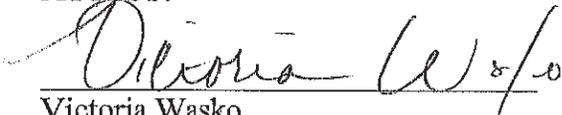
By: _____
Name: _____
Title: _____

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

CITY OF JURUPA VALLEY
A California Municipal Corporation


Rod B. Butler
City Manager

ATTEST:


Victoria Wasko
City Clerk

APPROVED AS TO FORM:


Peter M. Thorson
City Attorney

EXHIBIT B



July 12, 2024

Yash Patel
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Avenue, CA 92509

SUBJECT: CHANGE ORDER NO. 2 SCOPE OF WORK TO PROVIDE ADDITIONAL SURVEY, DRAINAGE REPORT, AND UPDATED PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) PACKAGE TO INCLUDE PROPOSED STORM DRAIN SYSTEM FOR THE PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS PROJECT (PHASE 2) – CONTRACT No. 19106.

Dear Mr. Yash Patel:

On behalf of EXP U.S. Services Inc. (CONSULTANT), we are pleased to provide the City of Jurupa Valley with a change order request to provide additional design services to complete the final plans, specifications, and estimate packages for Phase 2.

We thank you for your consideration of our request. Should you have any questions please call me at 909.563.0525.

Sincerely,

EXP U.S. SERVICES INC.

A handwritten signature in black ink, appearing to read "Christine Brown", written over a horizontal line.

Christine Brown, P.E.
Project Manager



SCOPE OF WORK

TASK 2.1 – CITY / RCFC COORDINATION AND ENCROACHMENT PERMITS

CONSULTANT will coordinate directly with the City and Riverside County Flood Control for the preparation and approval of the encroachment permit packages for both the additional survey and construction efforts.

Deliberables:

- *Encroachment Permit Packages (Survey and Construction)*

TASK 2.2 – ADDITIONAL CHANNEL

CONSULTANT will survey Sunnyslope Channel as shown in the attached Exhibit A for use in designing the storm drain connection and ensuring access is maintained to each RCFC maintenance road.

Deliberables:

- *Additional Survey (CAD)*

TASK 2.3 – DRAINAGE REPORT

CONSULTANT will prepare the Phase 2 Drainage Report for submittal to RCFC as part of the encroachment permit process.

Deliverables:

- *Drainage Report*

TASK 2.4 – REVISED PS&E PACKAGE

CONSULTANT will update the PS&E package to include the proposed storm drain system and resulting roadway design changes.

This task includes preparation of conceptual cost estimates for the storm drain systems required to capture 10-year, 25-year, 50-year, and 100-year storm events which will be provided to the City for review and determination of the preferred storm drain system. It is assumed that City will determine the preferred storm drain system before any updates are made to the PS&E package to avoid future rework.

Deliverables:

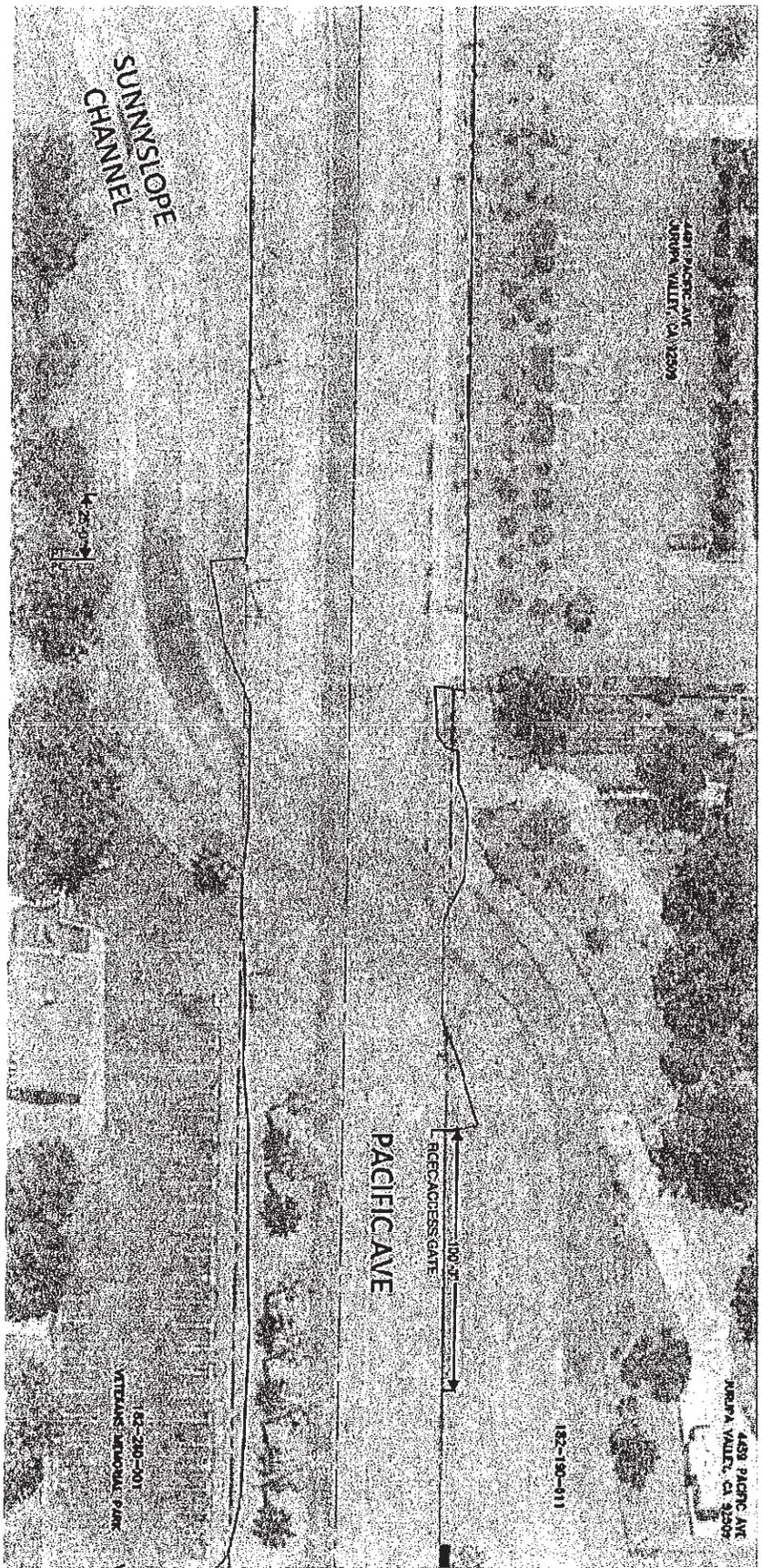
- *Conceptual storm drain estimates.*
- *65%, 95%, 100% PS&E package.*

Fee

The fee for this change order request is shown on the attached fee schedule.



EXHIBIT A - Additional Survey Limits





PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS

City of Jurupa Valley

FIRM: EXP

CHANGE ORDER (CO) NO. 2 LABOR HOUR and FEE ESTIMATE

EXP. U.S. SERVICES, INC.		CLS						
TASK NO.	TASK DESCRIPTIONS	Project Manager	Roadway Engineer	Roadway Designer	Drainage Engineer	Channel Survey	Total Hours	TASK TOTAL
	Additional Engineering Services							
2.1	City / RCFC Coordination and Encroachment Permits	8					8	\$1,992.00
2.2	Additional Channel Survey		2			\$ 7,580.00	2	\$7,936.00
2.3	Drainage Report		4		16		20	\$5,928.00
2.4	Revised PS&E Package	18	92	104	14		320	\$37,278.00
	SUB-TOTAL (W/O ODC's)							\$53,134.00
	SUB-TOTAL (W/O ODC's)							
	OTHER DIRECT COSTS (ODC'S)							
	ODC'S							\$0.00
	TOTAL HOURS :	26	98	104	30	7580	350	
	TOTAL (W/ ODC's) LABOR :	\$6,474.00	\$17,444.00	\$11,856.00	\$9,780.00	\$7,580.00		\$53,134.00
TOTAL FEE:								\$53,134.00

ATTACHMENT 3

FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U.S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS

This First Amendment is made and effective as of March 21, 2024, between the City of Jurupa Valley, a municipal corporation (“City”) and EXP U.S. Services, Inc. (“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 July 21, 2022, the City and Contractor entered into that certain Agreement entitled “AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U.S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS”

2. Section 4.A of the Agreement is hereby amended to read as follows:

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 payments as set forth in Exhibit B, Fee 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 Two Hundred Eleven Thousand Four Hundred Seventy Five Dollars (\$211,475.00) through the total term of the Agreement unless additional payment is approved as provided in this Agreement.

5. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

6. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF JURUPA VALLEY
A California Municipal Corporation



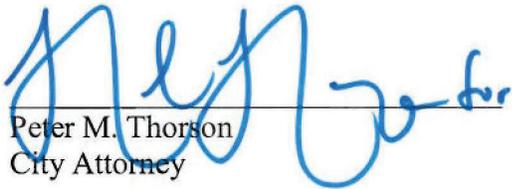
Rod B. Butler
City Manager

ATTEST:



Victoria Wasko
City Clerk

APPROVED AS TO FORM:



Peter M. Thorson
City Attorney

EXP U.S. SERVICES, INC.

By: _____
Name:
Title:

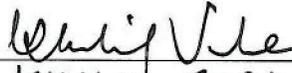
By: _____
Name:
Title:

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

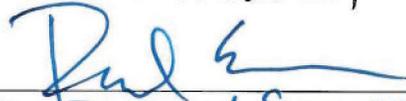
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EXP U.S. SERVICES, INC.

CALIFORNIA NOTORIAL
LOOSE CERTIFICATE ATTACHED

By: 
Name: KHALIL SABA
Title: VICE PRESIDENT



By: 
Name: Rachael Sampson
Title: Vice President

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

CITY OF JURUPA VALLEY
A California Municipal Corporation

Rod B. Butler
City Manager

ATTEST:

Victoria Wasko
City Clerk

APPROVED AS TO FORM:

Peter M. Thorson
City Attorney

See Attached Certificate

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

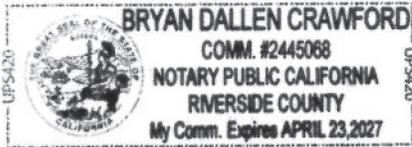
State of California

County of San Bernardino }

On 03/26/2024 before me, Bryan Dallen Crawford Notary Public,

personally appeared Khalil Sabq Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Handwritten Signature)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

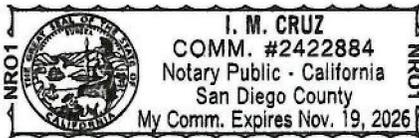
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego

On March 25, 2024 before me, I.M. Cruz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Rachael Sampson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



See Attached Certificate *Imc*

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement for Consultant Services

Document Date: 3/25/2024 Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



March 4, 2024

Octavio Duran
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Avenue, CA 92509

SUBJECT: CHANGE ORDER NO. 1 SCOPE OF WORK TO PROVIDE ADDITIONAL EXHIBITS AND UPDATED PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) PACKAGE FOLLOWING DESIGN ADDITIONS AND REVISIONS FOR THE PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS PROJECT (PHASE 1 AND 2) – CONTRACT No. 19106.

Dear Mr. Octavio Duran:

On behalf of EXP U.S. Services Inc. (CONSULTANT), we are pleased to provide the City of Jurupa Valley with a change order request to provide additional design services to complete the final plans, specifications, and estimate packages for both Phase 1 and 2.

We thank you for your consideration of our request. Should you have any questions please call me at 909.563.0525.

Sincerely,

EXP U.S. SERVICES INC.

A handwritten signature in black ink, appearing to read "Christine Brown".

Christine Brown, P.E.
Project Manager



SCOPE OF WORK

TASK CO 1.1 – REVISE PHASE 1 PS&E POST-BID PACKAGE

CONSULTANT will provide additional engineering services to assess the feasibility of dedicated bike lanes in Phase 1. CONSULTANT will revise the final plans, specifications, and estimate package to include dedicated bike lanes following City concurrence.

Deliberables:

- *Revised PS&E package*

TASK CO 1.2 – REVISE PHASE 2 PS&E PACKAGE

CONSULTANT will provide additional engineering services to complete the final plans, specifications, and estimate package to include the revised roadway section and dedicated bike lanes.

Deliberables:

- *Revised PS&E package*

Fee

The fee for this change order request is shown on the attached fee schedule.

ATTACHMENT 4

Project No. 19106

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EXP U.S. SERVICES, INC. FOR ENGINEERING DESIGN SERVICES FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS

THIS AGREEMENT is made and effective as of July 21, 2022, between the City of Jurupa Valley ("City") and EXP U.S. Services, 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 1, 2022, 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 July 31, 2024, 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 time 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, Quotation for Service, 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 one hundred seventy-one thousand eight hundred thirty-four dollars and eighty-seven cents (\$171,834.87) 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 serve 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. 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>.

8. 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.

9. 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.

10. 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 the Additional Insureds shall be 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.

11. 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.

12. 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.

13. 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 shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

14. Assignment

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. City consents to the use of the sub-consultants described in Exhibit A to this Agreement provided the costs of such sub-consultants shall be borne by the Consultant and shall not exceed the costs described in Paragraph 5 of this Agreement.

15. General Provisions

A. Notices. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of

the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attention: City Manager

To Consultant: EXP U.S. Services, Inc.
451 East Vanderbilt Way, Suite 375
San Bernardino, CA 92408
Attention: Portia Gonzalez, Project Manager

B. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

C. Governing Law; Venue

1) The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

2) Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Jurupa Valley. In the event such litigation is filed by one party against the other to enforce its rights 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



Chris Barajas, Mayor

ATTEST:



Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM



Peter M. Thorson
City Attorney

CONSULTANT

By: 

Name: MARK DVOZAK
Title: COO AND PRESIDENT

By: 

Name: KHALIL SABA
Title: VICE PRESIDENT

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

EXHIBIT A
SCOPE OF SERVICES

Scope of work dated June 28, 2022, attached.

SCOPE OF WORK

Project Description

The Project is to design street improvement on Pacific Avenue from Mission Boulevard to Limonite Avenue with curb, gutter, sidewalk, driveway approach, drainage and street intersection treatment etc. Pacific will have one lane each direction, striped median turn lane, on-street parking/loading, and bike lane Sharrows, stripping and signage.

Pedestrian RRFB flashers and bulb outs will be required at all intersections as shown on attached exhibit. Segregating the walking facilities from the vehicles will provide a substantially safer environment for pedestrians and the marked bike route will remind drivers that Pacific Avenue is a multi-modal corridor and caution when driving is essential and provide another link in the citywide bikeway system that will continue north on Pacific Avenue. Conceptual improvement plans can be found in Exhibit B of the RFP. The reconstruction of all existing pavement shall also be included with the project.

Task 1: Project Management

Budget Management

EXP will control project budget within the defined scope of services. EXP will monitor progress and address any issues in the project development process that could impact cost.

Meetings

EXP will hold regular meetings to ensure the project is progressing as planned and issues are resolved in a proactive manner. It is anticipated that 5 meetings will be held throughout the duration of the project including kick-off meeting and comment resolution meetings.

Schedule

EXP will prepare a project schedule to complete the tasks in the Scope of Services to support the Pacific Avenue Project.

Quality Assurance/Quality Control

The QMP will contain procedures to address all of the City of Jurupa Valley requirements and those of the contract documents and will define the timing and procedures for technical peer reviews, draft plan, document checks, and technical editing of written documentation.

QA/QC Program

Specific quality checking activities include:

- **Calculations:** Verifying accuracy, methodology and selection of software; adherence to standards and codes; and completeness, integration and consistency of deliverables.
- **Plans:** Confirming design layout and details within each discipline; resolving potential interferences, conflicts and interface issues through interdisciplinary reviews; and performing and documenting a two-level review.
- **Studies and Reports:** Performing review of all studies and reports by the discipline reviewer and manager.
- **Interdisciplinary Reviews:** Conducting an interdisciplinary review to ensure various elements are consistent with each other.

Task 2: Field Review, Data Collection, Geotechnical Report and Topographic Survey

Field Review

EXP will perform a field review with the team to document existing conditions and identify issues that will require early design decisions. Field notes and photographs will be provided to the City.

Data Collection

EXP will review City, County, Caltrans, and utility company records for all previous work performed to date in the project vicinity that impacts the design of the improvements including, but not limited to:

- Survey control and property mapping data
- Existing improvement plans/engineering reports of record
- Right-of-way mapping, ownership/easement records, title reports
- Utility As-builts
- Environmental clearance measures
- Applicable design standards, codes, and plan processing procedures

Site Control

Our survey subconsultant, CL Surveying, will verify and establish a site-wide network of horizontal/vertical control to serve as the basis for any subsequent boundary, topographic, or construction staking surveys that may be required throughout the course of the project. CL Surveying and Mapping will tie the project horizontally to the California State Plane

Coordinate System, NAD83, Zone 6, US Survey feet, and the North American Vertical Datum 1988, vertically.

Centerline/Right-of-Way Establishment/Mapping

CL Surveying will conduct the field measurements necessary to re-trace the centerlines and rights-of-ways along Pacific Avenue from Mission Boulevard to 45th Street. Survey monuments will be located and indicated on the survey to include centerline monuments found to be present along the streets and all associated ties.

Topography and Survey

A field topographic survey will be performed to document existing site topography and planimetric. Substantial visible improvements will be located within the street right of way, including utilities, manholes, valve covers, utility vaults, and covers, signposts, signs, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, fire hydrants, parkway drains, etc. Visible indications of surface utilities lying within the project limits will be located, as will accurate lid/rim elevations for drainage structures present. Storm drain manholes and catch basins and sewer manholes will be dipped to get accurate invert elevations.

Geotechnical Report

Pavement Analysis

The existing pavement cracking patterns include extensive alligator cracking combined with longitudinal cracking throughout. Based on the observed conditions and identified design challenges, the development of cost-effective rehabilitation strategies including the potential use of Rubberized Hot Mix Asphalt, Warm Mix asphalt technologies, cold in place recycling, partial section replacement, and/or full depth reclamation will include full documentation of existing conditions, areas of strengths and weaknesses, lane and wheel path strength differentials, grade limitations imposed by the existing topography, etc. The proposed roadway investigation must therefore utilize a robust collection of information through the use of in place strength testing (FWD) to verify structural requirements, Ground Penetrating Radar to combine with FWD in the analysis of the measured strengths and identify thickness variations that may impact rehabilitation strategies, and appropriate pavement core sampling and related subgrade borings for identification of pavement layers and types, base thickness and types and subgrade soil conditions which will impact both rehabilitation and/or reconstruction strategies.

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include grain size, Atterberg Limits, R-value. Laboratory tests will be conducted in general accordance

with American Society for Testing and Materials (ASTM) standards or California Test methods.

Geotechnical Engineering Analyses

Results obtained from the field explorations and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Design of pavement structural section in accordance with the Caltrans method.

Task 3: Roadway Design

Plans will be prepared in AutoCAD digital format in English units at a scale of 1" = 40' horizontal unless noted otherwise. The PS&E shall be in conformance with the corresponding latest editions of Standard Specifications for Public Works Construction (Greenbook); American Public Works Association (APWA) Standard Plans for Public Works Construction (SPPWC); and Riverside County (TMLA and RCFCD) and applicable standards.

All plans will show all existing and proposed right-of-way lines and proposed temporary construction easements (TCE) required to construct and maintain the proposed improvements. Utilities and substructure facilities, etc., that could conflict (horizontally or vertically) with proposed construction will be clearly shown on all plans. Plans will include:

- Title Sheet: City Project Title Sheet
- General Notes
- Typical Cross Sections/Details: (not to scale) Including typical cross-sections and construction details.
- Roadway Improvement Plans: (1" = 40' H, 1" = 4' V) Including, but not limited to: Layout and Profile Sheets, Grading Plans, driveways, retaining walls, ADA Ramp detailed design. We will show intersection improvements, topography, utilities, existing traffic loops, rights of ways and easements. We will incorporate screened topography and planimetric data used as base maps for the plan view.
- Utility Composite Plans: (1" = 40') We will show existing street lighting system and necessary modifications, all record utilities and utility easements within the project work area. We will send utility notification letters to utility agencies and generate a utility disposition matrix. We will coordinate any utility company relocation plans with project design (if necessary). Third party utility relocations to be done during construction will be verified and included in the bid plans. Utility relocation construction time window will be added in the technical specification for any utility company relocation work.

Task 4: Signing and Striping Plans, RRFB Flashers

Signing and Striping Plans will be prepared with scale 1" = 40'. We will ensure proposed signing and striping plans meets City and MUTCD. Plans will include notes, details, topography, lighting and utilities. All traffic signal design will be in accordance with the latest County of Riverside Transportation design standards. Conduit field condition, wire slack, utility/path of travel obstructions will be noted and designed accordingly.

Task 5: Storm Drain Improvements

Drainage Report

A drainage report will be prepared to describe and document the hydrologic and hydraulic conditions of the project site using established procedures and methodologies. The report will ensure the project complies with the local drainage design procedures manual and to ensure drainage issues are mitigated by the project.

The hydrologic analysis will include the Riverside County drainage design criteria for the 10-year, 25-year, and 100-year storms. The 10-year design storm is used to size catchbasins and the 25-year design storm is used to size storm drains. The 100-year design storm will ensure the flows remain in roadway right of way. Rainfall characteristics, soil types, land use, runoff-coefficient and other parameters used in the hydrology study will documented in the report.

The Urban Drainage Design Manual (FHWA) will be used to calculate the spread and size inlets. Computational procedures for storm drains will reference the RCFC design criteria. Design considerations include minimum pipe sizes, manhole spacings, maximum cover, HGL, and self-cleaning velocities. It is the intent of this project to maintain existing flow patterns and not worsen the existing drainage condition.

It is anticipated that onsite drainage facilities will consist of drainage inlets, roadside ditches, and storm drains. Modification to existing drainage will be required if it doesn't meet the current design standards.

- Storm Drain Plans and Profiles: (1" = 20' H, 1" = 4' V) Including construction details. This item of work includes the preparation of storm drain plans to accommodate existing drainage as well as additional runoff resulting from the proposed improvements.

Task 6: Technical Specification (90%, 100%) and Engineer's Estimate (60%, 90%, 100%)

Technical specifications as Special Provisions in conformance with APWA "Green Book" format will be developed and EXP will provide copies of required permits and reference standard plans/materials to be inserted into the City's contract bid documents. We will edit City "boilerplate" contract document to include all required text.

Every contract item of work will be fully specified including a measurement (how is the item measured, i.e. Lump Sum, Each, Square Foot, etc.) and payment clause (what additional items

of work are included for the price, i.e. demolition, salvage, protect in place, etc.) if “Green Book” requirements do not fully describe the required work or comply with City standards.

EXP will provide a source of information and justification of bid item unit prices prior to final plan approval. We will provide a construction quantity take-off list broken down by sheet and an updated cost estimate for each plan check submittal and a final engineer’s estimate of the project cost. We will provide electronic (Excel and PDF) files and hard copies of construction items.

Task 6: Construction Support Services

We will assist the City answer bidder’s questions and provide clarification during the bid phase. If necessary, we will assist the City write Addendums to the Contract Bid Package. We will review all Contractor’s Request for Information (RFI) and provide information/approval in a timely manner. We will attend a maximum 4 field meetings with Contractor including the Pre-Construction meeting and as requested.

List of Deliverables

- **60% PS&E** | The 60% submittal will include all elements of the project including roadway design, drainage, design, utility relocation, drainage report, cross-sections, Pavement Structural Investigation Report, and Engineer’s Estimate.
- **90% PS&E** | The 90% submittal will incorporate all comments and resolution from the 60% submittal and traffic control plans including Technical Specification and Special Provisions and Engineer’s Estimate
- **100% PS&E** | The 100% submittal will incorporate all comments and resolution from the 90% submittal.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Cost proposal dated June 30, 2022, attached.

Cost & Price Form

TITLE OF PROJECT: City of Jurupa Pacific Ave. Pedestrian and Bicycle Improvements				
Name of Firm: EXP U.S. SERVICES			Notes:	
1. DIRECT LABOR	Year 2022-2023			
	HOURS	RATE		COST
Project Manager	44	\$116.00		\$5,104
QA/QC Manager	12	\$116.00		\$1,392
Senior Project Engineer	122	\$48.00		\$5,856
Project Engineer	270	\$48.00		\$12,960
Senior Traffic Engineer	56	\$52.00		\$2,912
Senior Drainage Engineer	70	\$65.00		\$4,550
Engineer I	344	\$40.00		\$13,760
TOTAL	918		\$46,534	
TOTAL DIRECT LABOR (COST)			\$46,534	
TOTAL DIRECT LABOR (Hours)			918	
2. INDIRECT COSTS (overhead, G&A - specify)				
	INDIRECT RATE (%)	X BASE =		
Fringe	62.05%	\$46,534	\$28,874.35	
Overhead	106.64%	\$46,534	\$49,623.86	
G&A	0.29%	\$46,534	\$134.95	
TOTAL INDIRECT COST			\$78,633	
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)			\$125,167.15	
4. FIXED FEE OR PROFIT				
(specify, applies to line 3 only)	10.00%	\$125,167	\$12,516.72	
TOTAL FEE			\$12,517	
5. OTHER DIRECT COSTS (specify)				
Printing, Postage, Mileage			\$2,000	
Pothole			\$5,000	
TOTAL EXP PRICE			\$144,683.87	
6. SUBCONSULTANT FEES				
Earth Mechanics Inc.			\$9,951.00	
CL Surveying			\$17,200.00	
TOTAL FEE			\$27,151.00	
6. TOTAL PROPOSED PRICE (sum of lines 3, 4, 5 and 6)			\$171,834.87	
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT			
6/30/2022				

CITY OF JURUPA VALLEY
 PACIFIC AVE. PEDESTRIAN BICYCLE IMPROVEMENTS
 June 28, 2022

TASK	DESCRIPTION	FIRM	Project Manager	QA/QC Manager	Senior Project Engineer	Project Engineer	Senior Traffic Engineer	Senior Drainage Engineer	Engineer I	TOTAL HOURS	Cost
PROJECT MANAGEMENT / COORDINATION / ADMINISTRATION											
1.10	Coordination/Administration	EXP	16	0	4	0	0	0	0	20	\$8,039.58
1.20	Attend Coordination, Kick-off and PDT Meetings	EXP	8	0	6	0	0	2	0	20	\$4,374.27
	SUBTOTAL - Project Management		24	0	12	0	2	2	0	40	\$10,633.86
PRELIMINARY DESIGN AND DATA REVIEW											
2.10	Field Reviews	EXP	1	0	2	0	1	0	0	4	\$75.12
2.20	Data Collection	EXP	1	0	4	8	1	4	0	18	\$2,970.42
	SUBTOTAL - Preliminary Design and Data Review		2	0	6	8	2	4	0	22	\$3,751.72
ENGINEERING DEVELOPMENT											
	Roadway		8	0	66	248	0	0	169	446	\$60,856.19
3.10	Roadway Plans	EXP	2	0	40	120	0	0	60	320	\$32,610.64
3.20	Roadway Profiles	EXP	1	0	12	40	0	0	40	93	\$12,462.28
3.30	Cross Sections	EXP	1	0	2	16	0	0	6	27	\$3,846.41
3.40	Construction Details Curb Ramps	EXP	1	0	2	24	0	0	8	35	\$4,952.69
3.50	Construction Details Driveway Profiles	EXP	1	0	4	24	0	0	40	69	\$9,033.67
3.60	Utility Relocation Plans	EXP	1	0	2	16	0	0	0	19	\$2,639.60
3.70	Retaining Wall Layouts	EXP	1	0	4	8	0	0	4	17	\$2,520.83
	Traffic		0	0	0	0	52	0	32	84	\$36,064.69
4.10	Signing and Striping Plans		0	0	0	0	52	0	32	84	\$11,737.78
	Drainage Plans		2	0	0	0	0	64	120	186	\$27,167.11
5.10	Prepare Drainage Report	EXP	1	0	0	0	0	24	40	65	\$9,692.96
5.20	Prepare Drainage Plans and Profile	EXP	1	0	0	0	0	40	60	121	\$17,504.14
	Cost Estimates and Specifications		4	0	10	14	0	0	32	60	\$8,568.63
6.10	Specifications and Estimate	EXP	4	0	10	14	0	0	32	60	\$8,568.63
	QA/QC		0	12	0	0	0	0	0	12	\$4,118.62
7.10	QA/QC	EXP	0	12	0	0	0	0	0	12	\$4,118.62
	SUBTOTAL - Engineering		14	12	76	262	52	64	344	824	\$117,948.81
CONSTRUCTION SERVICES											
8.10	Bld Support	EXP	2	0	4	0	0	0	0	6	\$1,234.52
8.20	Construction Support	EXP	2	0	28	0	0	0	0	30	\$4,004.95
	SUBTOTAL - Construction Support		4	0	28	0	0	0	0	32	\$5,349.47
TOTAL			44	12	122	270	56	70	344	918	\$137,663.87



May 12, 2022

Portia Gonzalez
EXP

451 East Vanderbilt Way, Suite 375
San Bernardino, CA 92408

Via Email: portia.gonzalez@exp.com

RE: City of Jurupa Valley
Pacific Avenue Pedestrian and Bicycle Improvements (CIP 19106)

Dear Portia,

CL Surveying and Mapping appreciates the opportunity to present this enclosed proposal for the subject surveying services. We take pride in our exceptional level of professional services and the quality of our survey work. I know you will find our organization to be responsive to your needs and schedules.

The work will be performed as summarized in Exhibit "A" Scope of Work.

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please do not hesitate to give me a call at (909) 484-4200.

Sincerely,

CL SURVEYING AND MAPPING, INC.

A handwritten signature in blue ink that reads "Lam Le".

Lam Le, PLS
President



EXHIBIT "A"
CITY OF JURUPA VALLEY
PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS (CIP 19106)

May 12, 2022

Task 1 - Site Control

Verify and establish a site-wide network of horizontal/vertical control to serve as the basis for any subsequent boundary, topographic, or construction staking surveys that may be required throughout the course of the project. CL Surveying and Mapping will tie the project horizontally to the California State Plane Coordinate System, NAD83, Zone 6, US Survey feet, and the North American Vertical Datum 1988, vertically.

Task 2 - Centerline/Right-of-Way Establishment/Mapping

Conduct the field measurements necessary to re-trace the centerlines and rights-of-ways along Pacific Avenue from Mission Boulevard to 45th Street. This effort does not constitute a full and complete boundary survey of the adjacent land parcels. Survey monuments located and indicated on the survey shall be limited to existing, centerline monuments found to be present along the streets and all associated ties as indicated.

Task 3-Topography and Survey

Perform a field topographic survey to document existing site topography and planimetrics. Substantial visible improvements will be located within the street right of way, including utilities, manholes, valve covers, utility vaults and covers, sign posts, signs, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, fire hydrants, parkway drains, etc. Visible indications of surface utilities lying within the project limits will be located, as will accurate lid/rim elevations for drainage structures present. Storm drain manholes and catch basins and sewer manholes will be dipped to get accurate invert elevations.

Street cross sections will be taken at 25 foot intervals. The standard cross sectional data will consist of Right-of-Way, Back of Walk, Top of Curb, Flow Line, Gutter Lip, and Crown for both sides of the street.

Tasks 1-3 Total: \$17,200.00

We can complete this Project in ten to fifteen (10-15) working days, weather permitting, upon your authorization to proceed

Deliverables will include an AutoCAD drawing file along with the Ascii point file of the survey points collected in the field.



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

GEOTECHNICAL SCOPE OF WORK FOR PACIFIC AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS

Pavement Reconstruction

City of Jurupa Valley

June 27, 2022

Based on the RFP dated April 2022, by the city and our discussion with EXP, Earth Mechanics, Inc. (EMI) will provide geotechnical engineering design services for the following design elements:

- (1) Pavement condition assessment and Pavement structural sections.
- (2) Percolation testing for design of infiltration systems (Optional).

Details of our proposed geotechnical services is presented below.

Project Information

The project is located along the Pacific Avenue between Mission Boulevard and 45th Street. The total project length is approximately 4,200 feet. It is our understanding that improvement along the Pacific Avenue includes reconstruction of the existing pavement due to the pavement condition.

Additionally, the project may include low impact development (LID) along the street which may include shallow infiltration basins. Our scope of services includes performing percolation testing as an optional item.

Geotechnical Explorations

EMI's scope of work include the following field explorations.

Table 1. Proposed Soil Boring Information

Design Element	Proposed Number of Borings	Approximate Proposed Depth (feet)
Pavement	7	5
Percolation Testing (Optional)		
Soil Profile Boring	1	20
Percolation Testing	2	5
	2	10

Traffic Control: In order to perform borings along Pacific Avenue, traffic control will be provided following CA MUTCD guidelines. It is our assumption that Traffic control plans will not be required.

EMI will prepare a boring location plan and this plan will be used to secure encroachment permit from the city. It is our assumption that this encroachment permit will be a no-fee permit. Any other permits, if required, will be secured by others.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

Percolation Testing (Optional): The locations and depth of infiltration tests are not available. However, based on our experience in similar projects and requirements from County of Riverside LID best management practices (BMP), we are proposing to perform four percolation tests. Borings proposed within the infiltration area will be utilized for percolation testing between the depths of 0 to 5 feet and 5 to 10 feet. A soil profile boring will be performed to assess the subsurface conditions and depth to groundwater.

Upon completion of drilling and sampling, a 2-inch thick layer of gravel will be placed in the bottom of the percolation test borings. A 3-inch diameter PVC pipe will be installed on top of the gravel layer in each boring. Gravel will be used to backfill between the pipes and the boring sidewall. The borings then will be filled with water for the minimum pre-soak period. At the beginning of each test, the pipes will be refilled with water and readings will be taken at a standardized time interval based on County requirements

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: grain size, Atterberg Limits, R-value. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Geotechnical Engineering Analyses

Results obtained from the field explorations and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Design of pavement structural section in accordance with the Caltrans method.
- Percolation rates and drainage recommendations (Optional).

Report Preparation

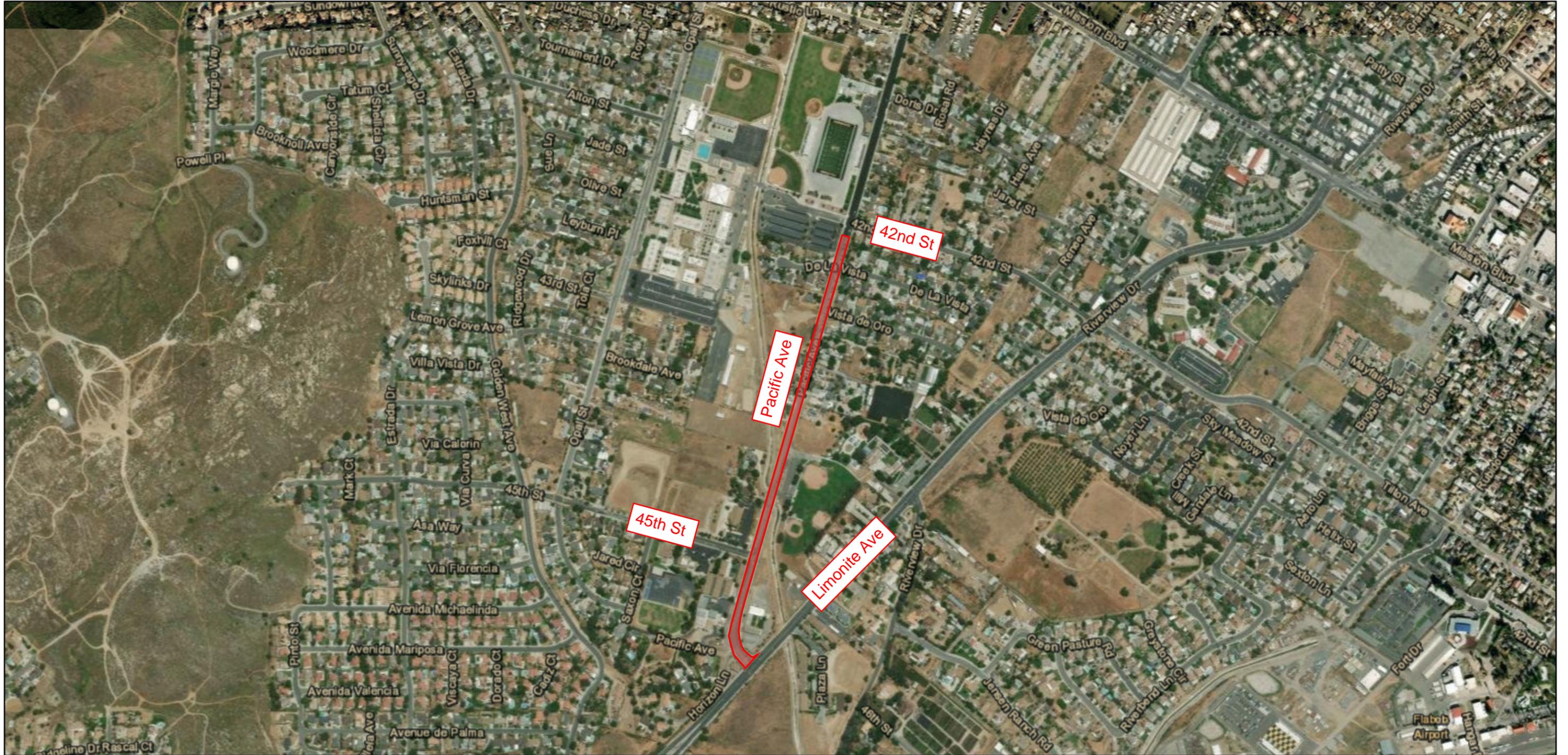
EMI will prepare a letter report summarizing results of the field explorations, laboratory tests, data evaluation, and letter-size borehole logs. Our report will also include a photo log showing the existing pavement conditions. EMI will address any comments resulting from the City of Orange review and prepare a final Geotechnical Report.

Cost Estimate

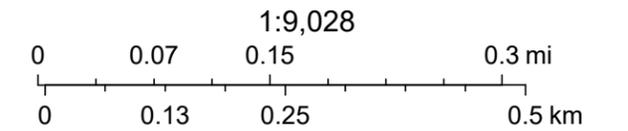
Estimated hours and costs for geotechnical engineering design services are included in a separate spreadsheet. Hours and costs are based on the scope of work described herein, our current audited billable rates, and the assumptions below:

1. Our subcontractor fees are based on California Prevailing Wage rates
2. Percolation tests, if selected, will be authorized at the same time as pavement evaluation and field testing will be performed with one mobilization.
3. Percolation tests will be performed in small diameter holes (6 to 8-inch diameter).
4. Traffic window for drilling is 8AM to 6PM on regular week days.
5. No investigation of hazardous materials. If hazardous materials are encountered during the geotechnical field investigation, EMI will terminate our work and notify EXP.
6. Environmental clearance for accomplishing the field work, if required, will be obtained by others. Archaeological, cultural, and biological reviews or studies, if required, will be performed by others.
7. We will obtain a no-fee encroachment permit from the city. No other permit fees are assumed.
8. Borings will be backfilled with soil cuttings and surface will be patched with cold patch asphalt matching the existing asphalt surface.
9. Existing pavement rehabilitation is not anticipated due to the condition of the existing pavement.

Pacific Phase 2 Project Boundary



12/30/2025, 3:48:08 PM



County of San Bernardino, Vantor, City of Riverside, County of Riverside, Esri, HERE, iPC