



City of Jurupa Valley

Staff Report

DATE: FEBRUARY 5, 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. C
SECOND AMENDMENT TO EXTEND PROFESSIONAL SERVICES AGREEMENT WITH SVA ARCHITECTS, INC. FOR THE CITY HALL UPGRADE AND THE NEW CITY HALL CONSTRUCTION PROJECTS (CIP 24108 AND 24109)

RECOMMENDATION

That the City Council approve the Second Amendment to extend the contract term for the Professional Services Agreement (PSA) between the City of Jurupa Valley and SVA Architects, Inc. for architectural and design engineering services for the City Hall Upgrade and the New City Hall Construction Projects (CIP 24108 and 24109).

BACKGROUND

On August 15, 2024, the City Council approved a professional services agreement with SVA Architects, Inc. for the City Hall Upgrade Project and the New City Hall Construction Project (CIP 24108 and 24109). A separate contract was awarded to Climatec, LLC on July 7, 2023 for an Energy Conservation and Infrastructure Modernization Program. Due to assumptions made at the time of contract award, Climatec, LLC was unable to complete the required work and requested to be released from the contract. As a result, the scope of the SVA contract was revised to include the remaining work originally assigned to Climatec, LLC.

The approved scope of work includes architectural and engineering design services for improvements and renovations to the existing City Hall, as well as the design of a new City Hall building. After the preliminary plans were drafted, the project was presented to the City Council. In response to feedback received from the Council, the sequencing of the project plans was modified from Phase 1 to Phase 2, requiring a revision of the scope of work.

ANALYSIS

The original contract was approved on August 21, 2025 in the amount of \$1,331,895. Amendment One was approved in the amount of \$129,800, bringing the contract total to \$1,461,695.

The original agreement expired on December 31, 2025. As a result of changes to the project, additional time is necessary to complete the design work. The Second Amendment proposes an extension of the agreement term through June 30, 2027, with no adjustments to the not-to-exceed amount or to the approved scope of work.

FINANCIAL IMPACT

There is no fiscal impact. The amendment only extends the contract term to allow the consultant to complete the design, scope of work, and all outstanding administrative requirements.

ALTERNATIVES

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

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



Prepared by:



Beatriz Perez-Varela
Assistant Engineer

Reviewed by:



Paul Toor
Director of Public Works/City Engineer

Reviewed by:



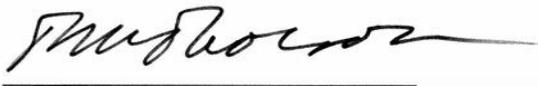
Susan Paragas
Director of Finance

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. Second Amendment
2. First Amendment
3. Original Agreement



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY
OF JURUPA VALLEY AND SVA ARCHITECTS, INC. FOR
ARCHITECTURAL AND DESIGN ENGINEERING SERVICES FOR
THE CITY HALL UPGRADE AND THE NEW CITY HALL
CONSTRUCTION PROJECTS (CIP 24108 AND 24109)**

This Second Amendment is made and effective as of February 5, 2026, between the City of Jurupa Valley, a municipal corporation (“City”) and SVA Architects, 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 respect to the following facts and purposes:
 - A. On August 15, 2024, the City and Consultant entered into that certain Agreement entitled “AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND SVA ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE CITY HALL UPGRADE AND THE NEW CITY HALL CONSTRUCTION PROJECTS (CIP 24108 AND 24109).”
 - B. On August 21, 2025, the City and Consultant entered into that certain First Amendment entitled “FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND SVA ARCHITECTS, INC. FOR ARCHITECTURAL AND DESIGN ENGINEERING SERVICES FOR THE CITY HALL UPGRADE AND THE NEW CITY HALL CONSTRUCTION PROJECTS (CIP 24108 AND 24109).”
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 December 31, 2025 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.
3. All other conditions of the First Amendment 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.

SVA ARCHITECTS, INC.

By:
Name:
Title:

By:
Name:
Title:

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

CITY OF JURUPA VALLEY

Rod B. Butler
City Manager

ATTEST:

Maria Morris
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

ATTACHMENT 2 |

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND SVA ARCHITECTS, INC. FOR ARCHITECTURAL AND DESIGN ENGINEERING SERVICES FOR THE CITY HALL UPGRADE AND THE NEW CITY HALL CONSTRUCTION PROJECTS (CIP 24108 AND 24109)

This First Amendment is made and effective as of August 21, 2025, between the City of Jurupa Valley, a municipal corporation (“City”) and SVA Architects, 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 August 15, 2024, the City and Contractor entered into that certain Agreement entitled “AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND SVA ARCHITECTS, INC. FOR ARCHITECTURAL AND DESIGN ENGINEERING SERVICES FOR THE CITY HALL UPGRADE AND THE NEW CITY HALL CONSTRUCTION PROJECTS (CIP 24108 AND 24109)”.

3. Section 4, Subsection 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 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 on upon actual time spent on the above tasks. This amount shall not exceed One Million Four Hundred Sixty One Thousand Six Hundred Ninety Five Dollars (\$1,461,695) for the total term of the agreement unless additional payment is approved as provided in this agreement.

4. Exhibit A (“Scope of Services”) is hereby amended to include additional scope as follows in the attached exhibit.

5. Exhibit B (“Quotation for Service”) is hereby amended to include additional rates as follows in the attached exhibit.

5. All other conditions of the original agreement 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.

SVA ARCHITECTS, INC.

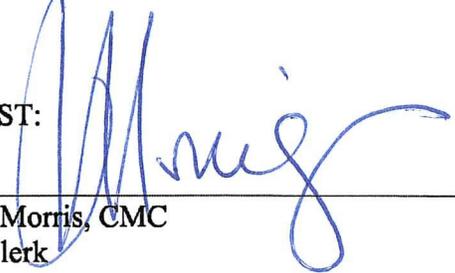
By: 
Name: Robert M. Simons, AIA
Title: Partner and President

By: 
Name: William R. Koster
Title: Sr. Vice President/Corporate Secretary

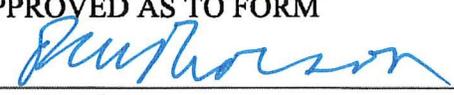
**[SIGNATURES OF TWO CORPORATE OFFICERS OR CORPORATE AUTHORITY
RESOLUTION REQUIRED]**

CITY OF JURUPA VALLEY


Rod B. Butler
City Manager

ATTEST: 

Maria Morris, CMC
City Clerk

APPROVED AS TO FORM


Peter M. Thorson
City Attorney



EXHIBIT A

Jurupa Valley City Hall HVAC Renovation (2025US441795A)
Engineering/Consulting Proposal and Professional Service Agreement – Exhibit C
July 18, 2025
Page 5

EXHIBIT C – ENGINEERING AND CONSULTING SCOPE OF SERVICES DESCRIPTIONS

Professional Services

We will provide full-service engineering / consulting services.

Engineering / Consulting Basic Scope of Services Options

Based upon the indicated Professional Services, the following specific Scope of Services options are included in this scope.

| Scope Included | Basic Engineering / Consulting / Design Service Description |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Mechanical Engineering services. |
| <input checked="" type="checkbox"/> | Electrical Engineering services. |
| <input checked="" type="checkbox"/> | Plumbing Engineering services. |
| <input type="checkbox"/> | Structural Engineering services. |
| <input type="checkbox"/> | Architectural Lighting Design services. |
| <input checked="" type="checkbox"/> | Utility Company Coordination services. |
| <input type="checkbox"/> | Energy & Sustainability Consulting services. |
| <input type="checkbox"/> | Fire Protection Engineering services. |
| <input checked="" type="checkbox"/> | Renewables services. |
| <input type="checkbox"/> | Technology System Design services. |

Project Specific Scope Clarifications

Electrical:

1. Provide new 3000 Amp NEMA 3R Switchboard. This will serve the existing building and the new Annex building.
2. Coordinate new Transformer and ductbank routing with Utility company.
3. Install new breaker on the new Switchboard to serve the existing 600 Amp board on the exterior wall of existing building.
4. Demolish existing branch circuits feeding existing HVAC equipment.
5. Provide new Panel and branch circuits to serve the new HVAC equipment.
6. Install new breaker, code required Disconnect and feeder for the new Photovoltaic and BESS (if required).
7. Install new 600Amp 3-pole breaker and new Distribution sub-panel for the electric vehicle (EV) chargers.
8. Provide (4) Level 2 chargers from Chargepoint underneath the new solar PV. The EV chargers don't need to be served from the PV system. Provide additional conduit infrastructure for future EVCS per CalGreen.
9. Install provision for Temporary/roll-on generator, to be sized for selected spaces in the existing and the Annex building. Owner to determine rooms and spaces that will require HVAC, lighting, and receptacle loads on emergency. The identified spaces must be fed from dedicated electrical panel to be fed from a Distribution panel. There will be a "Manual Transfer Switch:" between this Distribution and the new Switchboard. The MTS will have "camlocks" for temporary generator connection. Size TBD during the design phase.



10. Retrofit identified interior lighting with new LED lighting, in areas that will be affected by new ductwork lighting. New controls to comply with Title 24 requirements.
11. Provide new exterior lighting at parking lots and under Solar canopy.
12. Provide Performance specs only for Fire Alarm as part of a deferred submittal.

Mechanical:

1. Provide complete HVAC engineering and design for the replacement of existing air conditioning equipment. In addition, new equipment will be designed for areas that are currently under conditioned or not conditioned at all. It is assumed that new air conditioning equipment will be single zone rooftop packaged heat pumps with overhead ducted systems. It is assumed that outdoor ductwork (on roof and grade) will be replaced in its entirety. Existing indoor ductwork will be reused where possible.
2. Design of Building Automation System (BAS). BAS shall be per owner requirements.
3. Coordination of work with all other design disciplines.
4. Provide Title 24 Compliance Calculations Report.
5. LEED and other sustainability metrics/efforts are not included.
6. Utility Company or other financial incentives are not included.
7. Energy modeling services are not included.

Plumbing:

1. Includes plumbing engineering and design; condensate waste removal for air conditioning equipment.
2. Coordination of work with all other design disciplines.
3. It is assumed that all other plumbing utilities, including but not limited to domestic hot and cold water, sanitary waste/vent, plumbing fixtures, etc. properly operate and do not require modifications and/or replacement.
4. It is assumed that the existing natural gas design is adequately sized and will not require modifications to accommodate the replacement/addition of air conditioning equipment.
5. Plumbing work ends at 5 ft. outside of the building.

Photovoltaic:

1. Provide minimum of 81.5 kwdc V system.
2. No BESS.

Solar Photovoltaic (PV):

1. New construction assumes compliance with 2022 Title 24 adoption, specifically prescriptive requirements for PV and BESS.
2. A performance method approach within the Energy model may be considered to “trade off” (some) of the required PV (kW) and/or BESS (kW-kWh).
3. The PV array is assumed to be a fixed-tilt rooftop system. Structural engineering services for roof assessment, loading and/or mechanical attachment is available as an add service.
4. Any deferred submittals or shop drawings from a carport manufacturer or steel fabricator are excluded. The electrical fee for the proposed scope assumes steel canopy structure is by others, including column foundation design and PV module attachment.
5. The electrical point-of-interconnection (POC) is assumed at the building’s main switchboard or service entrance (MSB) at a dedicated PV breaker. A standard net-metering program (NEM) is assumed. A line



Jurupa Valley City Hall HVAC Renovation (2025US441795A)
 Engineering/Consulting Proposal and Professional Service Agreement – Exhibit C
 July 18, 2025
 Page 7

side connection may be proposed contingent on system size. Any new service drop or medium voltage work proposed to support the PV is subject to additional scope.

6. Helioscope production report is included. Production guarantees are not required. PV Solar Financial model with incentive analysis is excluded.
7. Any energy offset analysis shall be contingent on a building energy analysis for the new construction.
8. Any PV canopy tilt and orientation will be designed to maximize production in coordination with the structural engineer’s loading tolerances.

Engineering / Consulting Sub-Consultants

Sub-consultants are not proposed for this project.

Engineering / Consulting Design and Construction Administration Phases

| Phases Included | Phase Descriptions |
|-------------------------------------|---|
| <input type="checkbox"/> | Feasibility / Programming Phase services. |
| <input type="checkbox"/> | Schematic Design Phase services. |
| <input checked="" type="checkbox"/> | Design Development Phase services. |
| <input checked="" type="checkbox"/> | Construction Document Phase services (includes Building Department services). |
| <input checked="" type="checkbox"/> | Construction Administration Phase services (includes Bidding services). |

Engineering / Consulting Design Phase Meeting(s)

Design Meeting(s): One meeting(s) per scope exhibit.

Construction Administration Phase Visit(s)

CA Visit(s): Two visit(s) per scope exhibit.

Engineering / Consulting Permit Packages and Construction Phase(s)

Number of Permit Package(s): One
 Number of Construction Phase(s): One

LEED Design and Certification

Although we can provide these services, this scope of work does not include design or commissioning related scope efforts in pursuit of a LEED certification.

Building Information Model (BIM) Services

Our scope of work includes our assistance in creating a Building Information Model (BIM) per the requirements of AIA Document E202™ - 2008. As the Model Element Author (MEA) for the in-scope Model Element (ME), we will develop the BIM using the Autodesk Revit program to a level of development summarized in WSP BIM Appendix (available upon request). In no event will the ME contain a LOD over 300. WSP BIM is approved only for the selected uses below:

| Standard BIM Uses | | |
|--------------------------|--------------------------------|--------------------------|
| <input type="checkbox"/> | Design Authoring | <input type="checkbox"/> |
| <input type="checkbox"/> | Design Reviews / Model Reviews | <input type="checkbox"/> |
| | | Design Model |



| | | | | |
|----------------------------|------------------------------|--------------------------|------------------|---|
| | | | | 3D Coordination / Clash Detection |
| Additional BIM Uses | | | | |
| <input type="checkbox"/> | Existing Conditions Modeling | <input type="checkbox"/> | Asset Management | <input type="checkbox"/> |
| | | | | Design Model 3D Coordination / Clash Detection |

For definitions of BIM uses reference WSP BIM Appendix.

It is understood that while the specific Model Elements may include data that exceeds what is required by the LOD descriptions listed in WSP BIM Appendix, Model Users and subsequent Model Element Authors may rely on the accuracy and completeness of a Model Element consistent only with the content required for the specific LOD listed in WSP BIM Appendix. Any client changes to the Model Element Table LOD requirements, beyond what is defined in WSP BIM Appendix, may incur additional fees.

Reliance on Model Elements

Any use of, or reliance on, a Model Element inconsistent with the LOD indicated within the model element table by subsequent Model Element Authors or Model Users shall be at their sole risk and liability to the new Model Element Author / Model Users.

At any Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Elements only to the extent consistent with the minimum data required for the Model Element’s

LOD for that Project Milestone. Content of a specific Model Element includes data that may exceed the minimum data required for the identified LOD. For WSP LOD definitions and model element table, reference WSP BIM Appendix.

AutoCAD Projects that require a Revit Coordination Model deliverable, shall rely on the “AutoCAD Coordination Model Element Table” presented in the WSP BIM Appendix.

Client Model Update Frequency and Timing

This agreement assumes that the client provided model updates will be using file sharing websites to exchange drawings and models once every two weeks for the length of the project schedule. Additional model updates that occur beyond the two-week interval are subject to an additional service. Our scope of services assumes the model will be “frozen” with no model updates being issued when the project is within – three business day of a project milestone deliverable.

3D Clash Coordination/Clash Detection

Where WSP is required to provide 3D coordination or Clash Detection models to the client, coordination elements will uphold the minimum tolerances listed within the WSP BIM Appendix.

WSP can only perform 3D coordination or Clash detection with model elements authored from a 3D Design Authoring software.



Jurupa Valley City Hall HVAC Renovation (2025US441795A)
Engineering/Consulting Proposal and Professional Service Agreement – Exhibit C
July 18, 2025
Page 9

Attendance at or participation in Client BIM Coordination/Clash detection meetings is to include one meeting and be attended by one team member(s), as part of this scope of work.

WSP-to-Contractor Model Transfer

WSP is responsible for model elements within their scope of work. Models that will be delivered to the Contractor(s) for continued development will be owned by the Contractor(s) from that point forward. The use of Contractor specific software is not included in this scope of work.

Record Drawing Drafting Services

Although we can provide these services, this scope of work does not include any CAD/BIM drafting of as-built conditions.

Commissioning Scope of Services

Although we can provide these services, this scope of work does not include in any commissioning efforts or services. Our basic engineering services includes any required coordination and BOD documentation as required by a third-party commissioning agent.

-----END-----



EXHIBIT C(MEP) – MEP ENGINEERING SCOPE OF SERVICES

A. DESIGN DEVELOPMENT SERVICES:

1. Provide up-to-date preliminary calculations and single-line diagrams.
2. Provide up-to-date approximate sizes and space requirements for new equipment.
3. Prepare design development plans in the consultant's standard format and level of detail.
4. Provide design development catalog cut sheets of equipment, as required.
5. Prepare outline specifications in the consultant's standard format and level of detail.

B. CONSTRUCTION DOCUMENT SERVICES:

1. Finalize sizes and space requirements for all new equipment.
2. Prepare construction documents, in the consultant's standard format and level of detail, suitable for obtaining a building permit in accordance with the local building department and/or governing authority.
3. Provide energy calculations / documentation as required to meet minimum energy code compliance.
4. Prepare specifications in the consultant's standard format and level of detail.
5. Respond to plan check corrections as required to assist in obtaining plan check approval.

C. CONSTRUCTION ADMINISTRATION SERVICES:

1. Provide support services for assisting prospective bidders related to construction document interpretations, clarifications, and supplement documentation, as required to support the design intent. Provide responses to all pre-bid inquiries from prospective bidders regarding construction documents and specifications.
2. Review shop drawings, manufacturers' prints, submittals and samples furnished by the Contractor pursuant to the industry-standard protocol set forth in AIA Document A201-2007.
3. Confer with the Architect, Contractors and other Consultants to resolve related construction issues.
4. Make field observations as directed, per the quantity listed in Exhibit C, in order to review the progress of the work and to be available to address contractor questions, but not to provide construction inspection.



D. OPTIONAL ADDITIONAL SERVICES AVAILABLE AT AN ADDITIONAL FEE:

1. Structural engineering.
2. Temporary power design / documentation.
3. Submittal of any documents to any governmental agencies.
4. Value engineering services if the in-scope construction costs are within budget.
5. Services resulting from significant changes in the scope of the project's features. The building department submittal documents are considered final design documents. Design changes after submittal to the building department are not included in this proposal. Minor revisions as required due to the normal evolution of the project are included.
6. Preparation or submittal of detailed photometric reports unless specifically required by the local governmental agencies.
7. Early procurement packages separate from the construction document packages.
8. Opinions of probable cost.
9. Out of area travel.
10. Evaluation of feasibility of proposed enhancements above building standard HVAC systems (e.g. thermal storage, co-generation, etc.) not documented.
11. Piped fluids for laboratories.
12. Above building standard waste (e.g., acid waste) for laboratories.
13. Pre-Action fire suppression.
14. Non-aqueous fire protection systems (e.g., FM 200, aerosol, or other gaseous fire suppression).
15. Fire sprinklers design.

E. SERVICES NOT INCLUDED:

1. All backgrounds, and requested architectural details, are to be provided by the Architect in CAD “.dwg” or “.rvt” format.
2. Any street lighting / signalization drawings or specifications.
3. Detailed cost estimates – although coordination with the project’s cost estimator is included.
4. Dimensions and elevations for in-scope devices. This proposal assumes that all critical dimensions of all scope related devices will be documented on the architectural drawings.
5. Off-site work.



Jurupa Valley City Hall HVAC Renovation (2025US441795A)
Engineering/Consulting Proposal and Professional Service Agreement – Exhibit C(MEP)
July 18, 2025
Page 12

6. Plan Check fees, Permit fees, Utility Company fees, or fees of any kind.
7. Rational analysis for smoke control management systems.
8. Plumbing site utilities 5'-0" outside of building.
9. Irrigation systems.
10. Site gas piping upstream of public utility meter.
11. Investigation of base shell systems to determine deficiencies (e.g., capacity, acoustic, operational, etc.).
12. Infrastructure changes (e.g., central plant, utility distribution, primary air distribution, etc.).
13. Detailed / comprehensive evaluation and/or formal written report outlining the impacts of applicable local codes and ordinances. Applicable code research for engineering purposes is included.
14. Design review for projects greater than 50,000 square feet or projects containing "complex mechanical systems", in accordance with the requirements of the 2019 CEC Title-24 Standards.
15. Physical inspection and/or inventory of any existing equipment and/or systems.
16. Food service engineering (infrastructure for food service equipment included).
17. Pool / Water Feature Consulting (infrastructure services for pool / water feature are included).
18. Involvement with removal of hazardous materials.
19. Architectural design services.
20. Dewatering systems.
21. Storm water capture, management, and treatment systems design.
22. Contracting.

-----END-----



EXHIBIT C(U) – UTILITY COMPANY CONSULTING SCOPE OF SERVICES

A. DESIGN DEVELOPMENT SERVICES:

1. Receive, review and analyze the up-to-date descriptive, programmatic, architectural, civil, MEP, and landscape materials relative to this project.
2. Meet with the project team as required discussing system concepts, applications, and budgets.
3. Obtain preliminary “red-line” designs from respective Utility Companies and distribute to all concerned parties on the design team for comment.
4. Updated the preliminary utility plan locating the proposed locations of utility facilities including transformer and meter locations, telephone pull boxes and pedestals, CATV pull boxes and service locations, as well as gas service requirements for submittal to the respective Utility Company for their work in preparing their final designs.

B. CONSTRUCTION DOCUMENT SERVICES:

1. Receive, review, and analyze the up-to-date descriptive, programmatic, architectural, MEP, and landscape materials relative to this project.
2. Meet with the project team as required to discuss system concepts, applications, and budget information
3. Obtain final designs from the various respective Utility Companies and distribute to all concerned parties on the design team for comment.
4. Obtain Owner approval signatures on final Utility Company designs.
5. Prepare final dry utility construction documents for obtaining a building permit in accordance with the local building department and/or governing authority.
6. Review and check the final documents for quality assurance prior to the final submission to the Architect.
7. Provide coordination of required contracts, work orders, easements, etc., with the Owner, Architect, Civil Engineer, and the various Utility Companies.
8. Respond plan check corrections as required to assist in obtaining plan check approval.



C. CONSTRUCTION ADMINISTRATION SERVICES:

1. Provide support services for assisting prospective bidders related to construction document interpretations, clarifications, and supplement documentation, as required to support the design intent. Provide responses to all pre-bid inquiries from prospective bidders regarding construction documents and specifications.
2. Review shop drawings, manufacturers' prints, submittals, and samples furnished by the Contractor pursuant to the industry-standard protocol set forth in AIA Document A201-2007.
3. Confer with the Architect, Contractors, and other Consultants to resolve related construction issues.
4. Make field observations as directed, per the quantity listed in Exhibit "C-Engineering and Consulting Scope Of Services Descriptions", in order to review the progress of the work and to be available to address contractor questions, but not to provide construction inspection.

D. OPTIONAL ADDITIONAL SERVICES AVAILABLE AT AN ADDITIONAL FEE:

1. Temporary power design / documentation.
2. Submittal of any documents to any governmental agencies.
3. Value engineering services if the in-scope construction costs are within budget.
4. Services resulting from significant changes in the scope of the project's features. The building department submittal documents are considered final design documents. Design changes after submittal to the building department are not included in this proposal. Minor revisions as required due to the normal evolution of the project are included.
5. Preparation or submittal of detailed photometric reports unless specifically required by the local governmental agencies.
6. Early procurement packages separate from the primary construction document package.
7. This proposal is for "on-site" services only and does not include any "off-site" services. In the event that "off-site" design services are required – an additional scope of services will be presented.
8. This scope of services is limited to standard dry utility company services such as Power, Telephone (single provider), Gas, and CATV (single provider). In the event that any other utility company design services are required – an additional scope of services will be presented.



E. SERVICES NOT INCLUDED:

1. Design of Gas utilities.
2. This scope excludes the undergrounding of any aerial dry utilities adjacent to the site.
3. All backgrounds, and requested architectural details, are to be provided by the Architect in CAD “.dwg” or “.rvt” format.
4. Structural engineering.
5. Any street lighting / signalization drawings or specifications.
6. Detailed cost estimates – although coordination with the project’s cost estimator is included.
7. Dimensions and elevations for in-scope devices. This proposal assumes that all critical dimensions of all scope related devices will be documented on the architectural drawings.
8. Off-site work.
9. Plan Check fees, Permit fees, Utility Company fees, or fees of any kind.
10. Physical inspection and/or inventory of any existing equipment and/or systems.

-----END-----



EXHIBIT C(R) – RENEWABLE ENERGY ENGINEERING SCOPE OF SERVICES

A. DESIGN DEVELOPMENT SERVICES:

1. Provide up-to-date preliminary calculations and single-line diagrams.
2. Provide up-to-date approximate sizes and space requirements for new equipment.
3. Prepare design development plans in the consultant's standard format and level of detail.
4. Provide catalog cut sheets of equipment, as required.
5. Prepare specifications in the consultant's standard format and level of detail.

B. CONSTRUCTION DOCUMENT SERVICES:

1. Finalize sizes and space requirements for all new equipment.
2. Prepare construction documents, in the consultant's standard format and level of detail, suitable for obtaining a building permit in accordance with the local building department/governing authority.
3. Prepare specifications in the consultant's standard format and level of detail.
4. Respond to plan check corrections as required to assist in obtaining plan check approval.

C. CONSTRUCTION ADMINISTRATION SERVICES:

1. Provide support services for assisting prospective bidders related to construction document interpretations, clarifications, and supplement documentation, as required to support the design intent. Respond to all bid inquiries from prospective bidders regarding construction documents and specifications.
2. Review applicable shop drawings, submittals, and samples furnished by the Contractor according to the industry-standard protocol outlined in AIA Document A201-2007.
3. Confer with the Architect, Contractors, and other Consultants to resolve related construction issues.
4. Make field observations as directed, per the quantity listed in Exhibit C, to review the progress of the work and be available to address contractor questions, but not to provide construction inspection.



D. OPTIONAL ADDITIONAL SERVICES AVAILABLE AT AN ADDITIONAL FEE:

1. Short circuit, coordination, arc flash hazard study.
2. Structural engineering, including roof feasibility, loading, mechanical attachments, and equipment mounting.
3. Submittal of any documents to any governmental agencies.
4. Submittal of any interconnection agreements and applications to the utility.
5. Value engineering services if the in-scope construction costs are within budget.
6. Services resulting from significant changes in the scope of the project's features. The building department submittal documents are considered final design documents. Design changes after submittal to the building department are not included in this proposal. Minor revisions as required, due to the expected evolution of the project, are included.
7. Preparation or submittal of detailed photometric reports/lighting design.
8. Early procurement packages separate from the construction document packages.
9. Opinions of probable cost.
10. Out-of-area travel.
11. 3D roof survey scan.
12. Utility interconnection administration
13. Medium voltage (MV) design services

E. SERVICES NOT INCLUDED:

1. Creation of architectural/landscape background drawings. We have assumed that all backgrounds and requested architectural details are to be provided by the Architect in ".dwg" or ".rvt" format.
2. Detailed cost estimates.
3. Off-site work.
4. Plan Check fees, Permit fees, Utility Company fees, or fees of any kind.
5. Infrastructure changes (e.g., central plant, utility distribution, primary air distribution, etc.).
6. Detailed / comprehensive evaluation or formal written report outlining the impacts of applicable local codes and ordinances. Appropriate code research for engineering purposes is included.
7. Physical inspection or detailed inventory of any existing equipment/systems.



Jurupa Valley City Hall HVAC Renovation (2025US441795A)
Engineering/Consulting Proposal and Professional Service Agreement – Exhibit C(R)
July 18, 2025
Page 18

8. Involvement with the removal of hazardous materials.
9. Architectural design services or renderings.
10. Contracting.
11. Lightning protection.
12. UL recertification or UL relisting of electrical equipment.
13. Roof inspections.
14. Use of production reports in financial underwriting agreements.
11. Consulting services for tax incentive and rebates
15. Energy management storage software, virtual power plant control schemes for BESS design services

-----END-----

EXHIBIT B



AMENDMENT NO. 1 – REVISED

| | | | |
|---------------------------|--|--------------------------|--|
| Architect: | SVA Architects, Inc. ("Architect") 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707 | Client: | City of Jurupa Valley ("Client") 8930 Limonite Avenue Jurupa Valley, CA 92509 |
| Architect Contact: | Mel Tan, Principal/Lead Project Manager (mtan@sva-architects.com) | Client Contact: | Paul Toor, Public Works Director/City Engineer (ptoor@jurupavalley.org) |
| Agreement Date: | May 27, 2025 ("Agreement") | Amendment Date: | August 6, 2025 |
| Project Name: | City Hall Renovation ("Project") | Description: | Additional Services: MEP Engineering + Design for HVAC Upgrade at Existing City Hall Building |
| SVA Project No.: | 2024-40144.801 | Client Reference: | TBA |

A. Scope of Services

SVA and its Consultant/s shall provide the following services in accordance with the terms and conditions of the Agreement:

- Provide basic services outlined in the attached Exhibit 1.

B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **One Hundred Twenty-Nine Thousand Eight Hundred Dollars (\$129,800.00)** as summarized below:

| | |
|---|-------------|
| MEP Base Fee | \$98,000.00 |
| Electrical PV Design Services | \$20,000.00 |
| Architectural – Project Management and Coordination | \$11,800.00 |

Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Agreement. In the event that contract negotiations are pending at the time this Agreement is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Agreement will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Agreement, it is understood that this Agreement amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Agreement.**

Approved and Accepted:

| | |
|---------------|---|
| Architect: | SVA Architects, Inc. |
| Signature: | |
| Printed Name: | Robert M. Simons, AIA License No. C18301 |
| Title: | Partner and President |
| Date: | August 6, 2025 |

Approved and Accepted:

| | |
|---------------|------------------------------|
| Client: | City of Jurupa Valley |
| Signature: | |
| Printed Name: | |
| Title: | |
| Date: | |

ATTACHMENT 3

CIP #24108 & #24109

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND SVA ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE CITY HALL UPGRADE AND THE NEW CITY HALL CONSTRUCTION PROJECTS (CIP #24108 AND #24109)

THIS AGREEMENT is made and effective as of August 15, 2024, between the City of Jurupa Valley ("City") and SVA Architects, Inc. ("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 15, 2024, 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 December 31, 2025, 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 million three-hundred thirty-one thousand eight-hundred ninety-five dollars (\$1,331,895.00) 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 ten (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. If City uses or reuses the Project Documents on any project without the involvement of the Consultant, it shall remove the Consultant's seal from the Project Documents and hold harmless the Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or reuse of the Project Documents on such project.

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 Professional Design 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 reimburse the reasonable cost of defense 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 Certificates of Insurance certifying that the coverages required by this Section have been procured and are in effect for the Consultant and Additional Insureds. The Certificates of Insurance shall be signed by a person authorized by the insurer to bind coverage on its behalf. All Certificates of Insurance are to be received and approved by the City before work commences.

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: Rod B. Butler, City Manager

To Consultant: SVA Architects, Inc.
6 Hutton Centre Dr., Suite 1150
Santa Ana, CA 92707
Attention: Robert M. Simons, President

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 subConsultants 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.

H. Architect's Practice Act. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, California 95834.

CIP #24108 & #24109

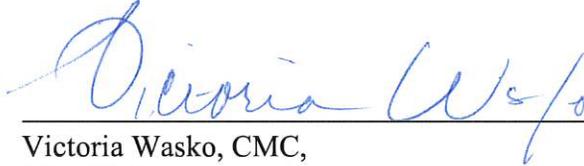
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY



Rod B. Butler,
City Manager

ATTEST:



Victoria Wasko, CMC,
City Clerk

APPROVED AS TO FORM



Peter M. Thorson,
City Attorney

SVA ARCHITECTS, INC.

By: 
Name: Robert M. Simons, AIA
Title: Partner and President

By: 
Name: William R. Koster
Title: Corporate Secretary

**[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 AND SCHEDULE

The scope of work includes architectural and engineering services for the City Hall Upgrade and New City Hall Construction Project. The services to be performed are as follows:

- **Project Management** – to review project objectives and planning premises as well as organizational structure, project budget, and other special areas of interest to the City.
- **Conceptual Design** – Consultant will prepare plans as conceptual diagrams for the City to review and provide feedback.
- **Schematic Design** – Consultant will prepare site and floor plans, building elevations, building sections and preliminary landscape/parking based on the conceptual design.
- **Design Development** – Consultant will prepare drawings, outline specifications, and preliminary engineering calculations and analysis reflected from the architectural, interior, structural, MEP, and specialty design components.
- **Construction Documents** – Consultant’s design team will prepare all final construction documents, drawings, and supporting calculations, which will include all engineering systems design finalized and completed.
- **Bidding Phase** – Consultant’s design team will coordinate distribution to contractors, assistance with a construction pre-bid conference, and availability to answer bidder’s questions, as well as make recommendations to project coordinator for award of the construction contract.
- **Construction Administration** – Consultant will review and prepare meeting minutes, make recommendations, prepare and process field revisions and clarifications, construction change authorizations, and any necessary change orders.
- **Project Closeout** – Consultant will review construction contractor’s list of items to complete, correct, and add additional inventory items requiring further attention. Consultant also prioritizes completing and filing Verified Reports, requiring punch-list completion, examining Maintenance Manuals and Guarantees, and reviewing “as-built” drawings prior to the final release of payment to the construction contractor

CIP #24108 & #24109

EXHIBIT B

COST PROPOSAL AND PAYMENT RATES

Cost Proposal and Payment Rates dated July 25, 2024, attached

Exhibit B: Fee Matrix
SVA Architects, Inc.

City of Jurupa Valley RFP 2024-11
A&E Services for the City Hall Remodel and Building Addition Project
 July 25, 2024

This column shows the additional scope.

| PHASE 1 - BUILDING ADDITION | | |
|--|----------------------|----------|
| ARCHITECTURE AND ENGINEERING SERVICES | | |
| Discipline | TOTAL | |
| Architectural and Interior Design | \$ 405,300.00 | |
| Civil Engineering | \$ 53,760.00 | |
| Structural Engineering | \$ 118,125.00 | |
| Mechanical/Plumbing and Electrical Engineering | \$ 200,000.00 | |
| Landscape Architecture | \$ 53,000.00 | |
| Cost Estimating | \$ 19,800.00 | |
| SUBTOTALS | \$ 849,985.00 | a |

| A/E Design Services for Added Lot | | |
|-----------------------------------|--------------|----------|
| | \$ 15,000.00 | |
| | \$ 15,000.00 | |
| | \$ - | |
| | \$ 5,000.00 | |
| | \$ 7,325.00 | |
| | \$ - | |
| | \$ - | |
| | \$ 42,325.00 | b |

| PHASE 2 - CITY HALL REMODEL | | |
|--|----------------------|----------|
| ARCHITECTURE AND ENGINEERING SERVICES | | |
| Discipline | TOTAL | |
| A/E Services - Scope of work (SOW) will depend on available funds outside of the new building. Scope of services will likely include Architectural, Structural, and MEP Engineering. Site work such as Civil and Landscaping are excluded at this time. Our anticipated SOW is based on roughly \$2 million. | \$ 225,000.00 | |
| SUBTOTALS | \$ 225,000.00 | c |

| A. ADDITIONAL SCOPE & REIMBURSABLE EXPENSES | | |
|---|----------------------|----------|
| Geotechnical Engineering | \$ 33,905.00 | |
| Topographical Survey - for entire property | \$ 38,000.00 | |
| Underground Utility Survey - for entire property | \$ 16,000.00 | |
| Stormwater Pollution Prevention Plan (SWPPP) | \$ 12,800.00 | |
| Reimbursable Allowance (Printing, Deliveries, etc.) | \$ 8,000.00 | |
| SUBTOTAL | \$ 108,705.00 | d |

| Additional for Added Lot | | |
|--------------------------|--------------|----------|
| | \$ 3,400.00 | |
| | \$ 7,000.00 | |
| | \$ 2,000.00 | |
| | \$ - | |
| | \$ - | |
| | \$ 12,400.00 | e |

| B. OPTIONAL SERVICES | | |
|---|----------------------|----------|
| | In Original Proposal | |
| Offsite Improvements | \$ 18,480.00 | |
| Offsite Improvements (Added Lot) | \$ 11,000.00 | |
| PV & BESS (Design Build / Deferred Approval) | \$ 5,000.00 | |
| LEED Energy Model | \$ 29,000.00 | |
| Commissioning | \$ 24,000.00 | |
| Fire Alarm (Design Build / Deferred Approval) | \$ 6,000.00 | |
| SUBTOTAL | \$ 93,480.00 | f |

| | | |
|--|------------------------|--|
| TOTAL PROPOSED FIRM FIXED PRICE | \$ 1,183,690.00 | |
|--|------------------------|--|

Total of "a" to "f"

Exhibit B: Fee Matrix
SVA Architects, Inc.

City of Jurupa Valley RFP 2024-11
 A&E Services for the City Hall Remodel and Building Addition Project
 July 25, 2024

Includes A/E Scope for Added Lot

| PHASE 1 - BUILDING ADDITION ARCHITECTURE AND ENGINEERING SERVICES | | | | | | | | | |
|---|---------------------|---------------------|----------------------|------------------------|-----------------------|---------------------|-----------------------------|----------------------|--|
| Discipline | Conceptual Design | Schematic Design | Design Development | Construction Documents | Regulatory Permitting | Bid Support | Construction Administration | TOTAL | |
| Architectural and Interior Design | \$ 21,015.00 | \$ 42,030.00 | \$ 92,466.00 | \$ 147,105.00 | \$ 21,015.00 | \$ 12,609.00 | \$ 84,060.00 | \$ 420,300.00 | |
| Civil Engineering | \$ 3,438.00 | \$ 6,876.00 | \$ 15,127.20 | \$ 24,066.00 | \$ 3,438.00 | \$ 2,062.80 | \$ 13,752.00 | \$ 68,760.00 | |
| Structural Engineering | \$ 5,906.25 | \$ 11,812.50 | \$ 17,718.75 | \$ 49,612.50 | \$ 5,906.25 | \$ 3,543.75 | \$ 23,625.00 | \$ 118,125.00 | |
| Mechanical/Plumbing and Electrical Engineering | \$ 10,250.00 | \$ 20,500.00 | \$ 45,100.00 | \$ 71,750.00 | \$ 10,250.00 | \$ 6,150.00 | \$ 41,000.00 | \$ 205,000.00 | |
| Landscape Architecture | \$ 3,016.25 | \$ 6,032.50 | \$ 13,271.50 | \$ 21,113.75 | \$ 3,016.25 | \$ 1,809.75 | \$ 12,065.00 | \$ 60,325.00 | |
| Cost Estimating | \$ 1,800.00 | \$ 3,600.00 | \$ 9,600.00 | \$ 4,800.00 | \$ - | \$ - | \$ - | \$ 19,800.00 | |
| SUBTOTALS | \$ 45,425.50 | \$ 90,851.00 | \$ 193,283.45 | \$ 318,447.25 | \$ 43,625.50 | \$ 26,175.30 | \$ 174,502.00 | \$ 892,310.00 | |

| PHASE 2 - CITY HALL REMODEL ARCHITECTURE AND ENGINEERING SERVICES | | | | | | | | | |
|--|---------------------|---------------------|---------------------|------------------------|-----------------------|--------------------|-----------------------------|----------------------|--|
| Discipline | Conceptual Design | Schematic Design | Design Development | Construction Documents | Regulatory Permitting | Bid Support | Construction Administration | TOTAL | |
| A/E Services - Scope of work (SOW) will depend on available funds outside of the new building. Scope of services will likely include Architectural, Structural, and MEP Engineering. Site work such as Civil and Landscaping are excluded at this time. Our anticipated SOW is based on roughly \$2 million. | \$ 11,250.00 | \$ 22,500.00 | \$ 49,500.00 | \$ 78,750.00 | \$ 11,250.00 | \$ 6,750.00 | \$ 45,000.00 | \$ 225,000.00 | |
| SUBTOTALS | \$ 11,250.00 | \$ 22,500.00 | \$ 49,500.00 | \$ 78,750.00 | \$ 11,250.00 | \$ 6,750.00 | \$ 45,000.00 | \$ 225,000.00 | |

| A. ADDITIONAL SCOPE & REIMBURSABLE EXPENSES | | Proposed Fees |
|---|--|----------------------|
| Geotechnical Engineering (includes added lot) | | \$ 37,305.00 |
| Topographical Survey (includes added lot) | | \$ 45,000.00 |
| Underground Utility Survey (includes added lot) | | \$ 18,000.00 |
| Stormwater Pollution Prevention Plan (SWPPP) | | \$ 12,800.00 |
| Reimbursable Allowance (Printing, Deliveries, etc.) | | \$ 8,000.00 |
| SUBTOTAL | | \$ 121,105.00 |

| B. OPTIONAL SERVICES | | Proposed Fees |
|---|---|---------------------|
| Offsite Improvements | Provide offsite improvements plans to include street work fronting the project site along Archer Street and 63rd Street. This will include design of sidewalk, curb and gutter and new driveways. | \$ 18,480.00 |
| Offsite Improvements (Added Lot) | | \$ 11,000.00 |
| PV & BESS (Design Build / Deferred Approval) | | \$ 5,000.00 |
| LEED Energy Model | | \$ 29,000.00 |
| Commissioning | | \$ 24,000.00 |
| Fire Alarm (Design Build / Deferred Approval) | | \$ 6,000.00 |
| SUBTOTAL | | \$ 93,480.00 |

| | |
|--|------------------------|
| TOTAL PROPOSED FIRM FIXED PRICE | \$ 1,331,895.00 |
|--|------------------------|

Exhibit B: Hourly Rates

SVA Architects, Inc.

**City of Jurupa Valley RFP 2024-11
A&E Services for the City Hall Remodel and Building Addition Project
May 22, 2024**

| SCHEDULE FOR ADDITIONAL TASKS/SPECIAL PROJECTS | | | | | | | | | | | |
|--|------------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|---------------------------------------|---------------------------------------|--------------------------|---------------------------------------|---------------------------------------|--------------------------|
| Firm: SVA Architects | | | Firm: VCA Engineers | | | Firm: T&B Engineering | | | Firm: tkTsc | | |
| Discipline: | Architectural | Hourly Rate | Discipline: | Civil | Hourly Rate | Discipline: | Structural | Hourly Rate | Discipline: | MEP | Hourly Rate |
| Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title | Labor Position/Job Title |
| Partner & Principal | Principal | \$ 225.00 | Mark B /Peter-President/Principal | Principal | \$ 270.00 | Assistant Vice President | Assistant Vice President | \$ 255.00 | Lead Consultant / Sr. Lead Technician | Lead Consultant / Sr. Lead Technician | \$ 230.00 |
| Senior Project Manager/Architect | Project Manager | \$ 195.00 | Ramundo-Sr. Project Engineer | Project Engineer | \$ 200.00 | Senior Consultant / Lead Technician | Senior Consultant / Lead Technician | \$ 195.00 | Senior Consultant / Lead Technician | Senior Consultant / Lead Technician | \$ 195.00 |
| Project Manager/Architect | Lead/Senior Project Engineer | \$ 175.00 | Jr. Project Engineer | Project Engineer | \$ 180.00 | Consultant / Senior Technician | Consultant / Senior Technician | \$ 170.00 | Assoc. Consultant / Specialist Tech. | Assoc. Consultant / Specialist Tech. | \$ 140.00 |
| Job Captain | Project Engineer | \$ 155.00 | Sr. Structural Draftsperson | Structural Draftsperson | \$ 155.00 | Assist. Consultant / Sr. Coord. Tech. | Assist. Consultant / Sr. Coord. Tech. | \$ 125.00 | Sr. Project Coordinator | Sr. Project Coordinator | \$ 115.00 |
| Intermediate Technical Designer | Engineer | \$ 125.00 | Jr. Structural Draftsperson | Structural Draftsperson | \$ 130.00 | Coordinator Technician | Coordinator Technician | \$ 115.00 | Technician Assistant / Coordinator | Technician Assistant / Coordinator | \$ 105.00 |
| Junior Technical Designer | BIM Modeler | \$ 100.00 | April-Clerical/Accounting | Clerical/Admin | \$ 70.00 | Project Coordinator | Project Coordinator | \$ 95.00 | Administration | Administration | \$ 95.00 |
| Administrative Staff | Senior CADD Technician | \$ 75.00 | | | | | | | | | |
| | CADD Technician | \$ 100.00 | | | | | | | | | |
| | Clerical/Admin | \$ - | | | | | | | | | |
| | | \$ - | | | | | | | | | |
| | | \$ - | | | | | | | | | |
| | | \$ - | | | | | | | | | |

| Firm: Archterra | | | Firm: Sierra West Group | | | Firm: Ninyo & Moore | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Discipline: | Landscape | Hourly Rate | Discipline: | Cost Estimating | Hourly Rate | Discipline: | Geotechnical | Hourly Rate |
| Labor Position/Job Title |
| President | Chief Estimator | \$ 200.00 | Principal Engineer | Principal Engineer | \$ 210.00 | Senior Project Engineer | Senior Project Engineer | \$ 200.00 |
| Director | | \$ 175.00 | Senior Engineer | Senior Engineer | \$ 200.00 | Project Engineer | Project Engineer | \$ 195.00 |
| Project Manager | | \$ 135.00 | Senior Staff Engineer | Senior Staff Engineer | \$ 170.00 | Staff Engineer | Staff Engineer | \$ 155.00 |
| Designer | | \$ 125.00 | GIS Analyst | GIS Analyst | \$ 130.00 | Technical Illustrator | Technical Illustrator | \$ 110.00 |
| CAD Designer | | \$ 100.00 | | | | | | |
| Clerical | | \$ 65.00 | | | | | | |
| | | \$ - | | | | | | |
| | | \$ - | | | | | | |
| | | \$ - | | | | | | |
| | | \$ - | | | | | | |
| | | \$ - | | | | | | |
| | | \$ - | | | | | | |