REGULAR MEETING AGENDA
OF THE JURUPA VALLEY CITY COUNCIL

Thursday, September 1, 2022
Regular Meeting: 7:00 p.m.
City Council Chamber
8930 Limonite Avenue, Jurupa Valley, CA 92509

A. ***As a courtesy to those in attendance, we ask that cell phones be turned off or set to their silent mode and that you keep talking to a minimum so that all persons can hear the comments of the public and City Council.***

B. ***A member of the public who wishes to speak under Public Comments must fill out a "Speaker Card" and submit it to the City Clerk BEFORE the Mayor calls for Public Comments on an agenda item. Each agenda item up will be open for public comments before taking action. Public comments on subjects that are not on the agenda can be made during the "Public Appearance/Comments" portion of the agenda.***

C. ***If the Meeting is conducted via teleconferencing pursuant to Government Code Section 54953(e), the public may submit comments to the City Council via email or via telephone prior to the Mayor calling the item. Email comment shall be sent to: CityClerk@jurupavalley.org. Telephone comments may be made by calling (951) 332-6464, Ext. 140. Email and telephone comments are subject to the same rules as in-person comments.***

D. ***Members of the public who wish to comment on the CONSENT CALENDAR may do so during the Public Comment portion of the Agenda prior to the adoption of the Consent Calendar.***

E. ***As a courtesy to others and to assure that each person wishing to be heard has an opportunity to speak, please limit your comments to 3 minutes.***

1. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR MEETING

- Chris Barajas, Mayor
- Leslie Altamirano, Mayor Pro Tem
- Lorena Barajas Bisbee, Council Member
- Brian Berkson, Council Member
- Guillermo Silva, Council Member

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PRESENTATIONS

A. RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES - INTRODUCTION OF "PET OF THE MONTH"

B. RECOGNITION OF JOSE IBARRA FOR OBTAINING THE "MASTER CODE ENFORCEMENT PROFESSIONAL" CERTIFICATION

C. PROCLAMATION CELEBRATING CONSTITUTION WEEK

6. PUBLIC APPEARANCE/COMMENTS

Persons wishing to address the City Council on subjects other than those listed on the Agenda are requested to do so at this time. A member of the public who wishes to speak under Public Appearance/Comments OR the Consent Calendar must fill out a "Speaker Card" and submit it to the City Clerk BEFORE the Mayor calls for Public Comments on an agenda item. When addressing the City Council, please come to the podium and state your name and address for the record. While listing your name and address is not required, it helps us to provide follow-up information to you if needed. In order to conduct a timely meeting, we ask that you keep your comments to 3 minutes. Government Code Section 54954.2 prohibits the City Council from taking action on a specific item until it appears on an agenda.

7. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

8. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

There are no reports.

9. CITY MANAGER'S UPDATE

10. APPROVAL OF MINUTES

A. AUGUST 18, 2022 REGULAR MEETING

11. CONSENT CALENDAR (COMMENTS ON CONSENT AGENDA TAKEN HERE)

(All matters on the Consent Calendar are to be approved in one motion unless a Councilmember requests a separate action on a specific item on the Consent Calendar. If an item is removed from the Consent Calendar, it will be discussed individually and acted upon separately.)

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda.

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF $13,183,063.52

Requested Action: That the City Council ratify the check registers dated August 3, 10, and 17, 2022; as well as the payroll registers dated July 31 and August 5 and 19, 2022.

C. APPROVAL OF PARCEL MAP NO. 37842 LOCATED AT 5680 ASH STREET, INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION

1. Requested Action: That the City Council approve Parcel Map No. 37842 and accept the dedications as follows:

a. Accept the offer of dedication of easement for ingress, egress, and emergency vehicle access over Parcels 1 and 2 inclusive as shown on Parcel Map No. 37842.

2. Authorize the Mayor and City Clerk to sign Parcel Map 37842.

D. AWARD OF CONSTRUCTION AGREEMENT TO VANCE CORPORATION FOR 2021-2022 CITYWIDE PAVEMENT REHABILITATION, CIP #21101

1. Requested Action: That the City Council approve and award a construction agreement to Vance Corporation in the amount of $2,078,482.50 for the 2021-2022 Citywide Pavement Rehabilitation, CIP #21101, for the work included in its bid proposal and authorize the City Manager to execute the Agreement in the form attached to the staff report; and

2. Authorize the City Manager to execute any subsequent related minor amendments to the Agreement with Vance Corporation, up to 10% as contingency to cover the cost of any unforeseen conditions.

E. RESOLUTION ADOPTING CREDIT CARD CONVENIENCE FEE

Requested Action: That the City Council adopt Resolution No. 2022-99, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING THE ACCEPTANCE OF PAYMENTS OF FEES, FINES, SERVICES AND OTHER DEBTS TO THE CITY BY CREDIT CARD; AND ESTABLISHING THE CREDIT CARD CONVENIENCE FEE TO BE COLLECTED FOR THE USE OF A CREDIT CARD

F. ACCEPTANCE OF OFFERS OF DEDICATION FOR AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE PURPOSES AT THE HALL AVENUE AND AGUA MANSA ROAD INTERSECTION (CARSON-VA INDUSTRIAL II, LP, A DELAWARE LIMITED PARTNERSHIP)

1. Requested Action: That the City Council accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel "1" and Parcel "2" as shown on Exhibit B of DED21-010.

2. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-010.

G. CONSIDERATION OF PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENTS BETWEEN THE CITY OF JURUPA VALLEY AND UNION PACIFIC RAILROAD COMPANY COVERING THE RECONSTRUCTION AND WIDENING OF RUTILE STREET AND PEDLEY ROAD AT-GRADE PUBLIC ROAD CROSSINGS

1. Requested Action: That the City Council approve the Agreement between the City of Jurupa Valley and Union Pacific Railroad Company covering the reconstruction and widening of Rutile Street at-grade public road crossing and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney; and

2. That the City Council approve the Agreement between the City of Jurupa Valley and Union Pacific Railroad Company covering the reconstruction and widening of Pedley Road at-grade public road crossing and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

H. AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND K&A ENGINEERING, INC. FOR THE ENGINEERING DESIGN SERVICES OF MARKET STREET WIDENING PROJECT NUMBER 19108

Requested Action: That the City Council approve the Agreement between the City of Jurupa Valley and K&A Engineering, Inc. for Engineering Services for the Market Street Widening Project No. 19108 and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

I. APPROVAL OF TWO AGREEMENTS BETWEEN THE CITY OF JURUPA VALLEY AND TKE ENGINEERING, INC. AND DENNIS JANDA, INC. FOR ON-CALL LAND SURVEYING AND ENGINEERING SERVICES

1. Requested Action: That the City Council approve the Agreement between the City of Jurupa Valley and TKE Engineering, Inc. for On-Call Land Surveying and Engineering Services and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney; and

2. That the City Council approve the Agreement between the City of Jurupa Valley and Dennis Janda, Inc. for On-Call Land Surveying Services and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

J. AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND PATH OF LIFE MINISTRIES, INC. FOR ADMINISTRATION OF THE CRISIS STABILIZATION HOUSING PROGRAM

Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and Path of Life Ministries, Inc. for administration of the Crisis Stabilization Units for an amount not to exceed $200,000.00, and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

K. APPROVAL OF CONSULTANT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND B&A GRANT SERVICES & SOFTWARE FOR GRANT WRITING SERVICES

Requested Action: That the City Council approve the Agreement between the City of Jurupa Valley and B&A Grant Services for grant writing services and authorize the City Manager to execute the Agreement.

12. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

13. PUBLIC HEARINGS

14. COUNCIL BUSINESS

A. REMOVAL OF ARMANDO CARMONA FROM THE PLANNING COMMISSION UNDER JURUPA VALLEY MUNICIPAL CODE SECTION 2.35.020.B AT THE REQUEST OF MAYOR PRO TEM LESLIE ALTAMIRANO

Mayor pro Tem Leslie Altamirano has requested that the City Council consider removing Armando Carmona from the Planning Commission under Section 2.35.020.B of the Jurupa Valley Municipal Code.

B. APPOINTMENT OF TWO COUNCIL MEMBERS TO CITY LEGISLATIVE AD HOC SUBCOMMITTEE FOR FY 2022-23

1. Requested Action: That the City Council establish the "Legislative Ad Hoc Subcommittee" for FY 2022-23 that will: 1) work with the City staff and the City's state and federal lobbyists, to develop a legislative platform; 2) report to Council on important legislative and regulatory matters of interest; and 3) review and respond to requests for state legislation support/opposition letters.

2. Appoint two Councilmembers to sit on the City's Legislative Ad Hoc Committee for the 2022-2023 Fiscal Year.

15. CITY ATTORNEY'S REPORT

16. COUNCIL MEMBER REPORTS AND COMMENTS

17. ADJOURNMENT

Adjourn to the Regular Meeting of September 15, 2022 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a meeting of the Jurupa Valley City Council or other services, please contact Jurupa Valley City Hall at (951) 332-6464. Notification at least 48 hours prior to the meeting or time when services are needed will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agendas of public meetings and any other writings distributed to all, or a majority of, Jurupa Valley City Council Members in connection with a matter subject to discussion or consideration at an open meeting of the City Council are public records. If such writing is distributed less than 72 hours prior to a public meeting, the writing will be made available for public inspection at the City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509, at the time the writing is distributed to all, or a majority of, Jurupa Valley City Council Members. The City Council may also post the writing on its Internet website at www.jurupavalley.org.

Agendas and Minutes are posted on the City's website at www.jurupavalley.org.

AGENDA ITEM NO. 10.A

MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
August 18, 2022

1. 6:00 PM - CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION

- Chris Barajas, Mayor
- Leslie Altamirano, Mayor Pro Tem
- Lorena Barajas Bisbee, Council Member
- Brian Berkson, Council Member
- Guillermo Silva, Council Member

Mayor Chris Barajas called the closed session meeting to order at 6:01 p.m. Council Member Brian Berkson was absent.

2. CONVENE TO CLOSED SESSION

A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS

There were no public comments regarding the closed session item.

Council Member Brian Berkson arrived at 6:10 p.m.

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. The City Council met in closed session pursuant to Government Code Section 54956.8 regarding the potential purchase of certain real property interests in the real property located at APN 171-020-001, Pyrite Street between Mission Boulevard and the SR 60 Freeway in the City of Jurupa Valley 92509. The parties to the negotiations for the purchase of the property are: City of Jurupa Valley and Pyrite Investments, LLC. Negotiators for the City of Jurupa are: Rod Butler, Michael Flad, Joe Perez and Peter Thorson. Under negotiation are the price and terms of payment for the potential purchase of the property.

3. RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

City Attorney Peter Thorson announced that there were no reportable actions taken.

4. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR MEETING

- Chris Barajas, Mayor
- Leslie Altamirano, Mayor Pro Tem
- Lorena Barajas Bisbee, Council Member
- Brian Berkson, Council Member
- Guillermo Silva, Council Member

Mayor Chris Barajas called the regular meeting to order at 7:00 p.m.

5. **INVOCATION** was given by Pastor Greg Rondeau, Calvary Chapel, Jurupa Valley.

6. **PLEDGE OF ALLEGIANCE** was led by Council Member Brian Berkson.

7. **APPROVAL OF AGENDA**

A motion was made by Council Member Lorena Barajas, seconded by Mayor Pro Tem Leslie Altamirano, to approve the Agenda.

Ayes: **L. Altamirano, C. Barajas, L. Barajas Bisbee, B. Berkson, G. Silva**
Noes: **None**
Absent: **None**

8. **PRESENTATIONS**

A. **INTRODUCTION OF FIRE DIVISION CHIEF WILLIAM OTTERMAN**

Chief William Otterman introduced himself as the City's new Fire Chief. Chief Otterman stated that he will succeed Fire Chief Jeff Viek who has been promoted. Chief Otterman outlined his background, adding that he looks forward to working with the City Council.

9. **PUBLIC APPEARANCE/COMMENTS**

The City Clerk read an email from Masaki Mendoza voicing support of Consent Calendar Item No. 14.F. Mr. Mendoza voiced support of the Zoning Code Amendment as repealing parking minimums is a good policy from an economic and environmental perspective as it can make housing less expensive.

Sara Rhoads requested that the Council come up with a permanent solution for the City's homeless crisis.

Steve Rhoads stated that as a long-time resident, he is concerned that there are several party houses that are violating the City's noise ordinance. He asked if there are plans to improve Pedley Road.

Michael Clayton stated that he has lived in the Rubidoux area for more than 50 years. He asked when street lights, sidewalks, and infrastructure will be allocated for his neighborhood.

Elsa Ruiz voiced concern that trucks are avoiding the designated truck routes and are traveling down residential streets. This is causing damage and potholes to the roadway. She asked that the City order the property owner at the end of Alta Street and Avalon to clean up their property as it is full of tires, beds, and trash.

Randy Bekendam, representing the Southern California Agricultural Land Foundation, stated that he and his daughter Amy operate Amy's Farm in Ontario. He described the mission of their non-profit, which came into existence 35 years ago. He encouraged the City Council to preserve the City's agricultural land.

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Pro Tem Leslie Altamirano encouraged residents to contact the Council with any questions or concerns. She encouraged residents in Council District 1 to contact her directly as she is their district representative.

11. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR CHRIS BARAJAS

1. Mayor Chris Barajas announced that the Western Community Energy Joint meeting of the Board of Directors and Technical Advisory Committee meeting of August 10, 2022 was canceled.

B. COUNCIL MEMBER BRIAN BERKSON

1. Council Member Brian Berkson gave an update on the Mobile Source Air Pollution Reduction Review Committee meeting of August 18, 2022.

C. COUNCIL MEMBER GUILLERMO SILVA

1. Council Member Guillermo Silva gave an update on the Northwest Mosquito and Vector Control District meeting of August 18, 2022.

12. CITY MANAGER'S UPDATE

City Manager Rod Butler gave an update on various upcoming community events: The first of two State of the City events will be held Tuesday, September 27th; the second State of the City event will be held Thursday, September 29th; the Veteran's Celebration and Festival will be held Saturday November 12th starting with a community parade on Mission Boulevard. The annual City Hall Open House and Tree Lighting ceremony will be held on Friday, December 2nd. Further details on these events will be forthcoming.

13. APPROVAL OF MINUTES

A. AUGUST 3, 2022 SPECIAL MEETING

B. AUGUST 4, 2022 REGULAR MEETING

A motion was made by Council Member Guillermo Silva, seconded by Council Member Brian Berkson, to approve the Minutes of the August 3, 2022 special meeting and the August 4, 2022 regular meeting.

Ayes: L. Altamirano, C. Barajas, L. Barajas Bisbee, B. Berkson, G. Silva
Noes: None
Absent: None

14. CONSENT CALENDAR

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda.

B. ORDINANCE NO. 2022-14

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2022-14, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY ADDING CHAPTER 9.267 TO TITLE 9 OF THE JURUPA VALLEY MUNICIPAL CODE TO ESTABLISH AN INCLUSIONARY HOUSING REQUIREMENT AND AFFORDABLE HOUSING IN LIEU FEE AND MAKING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

C. ORDINANCE NO. 2022-15

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2022-15, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONES OF APPROXIMATELY 8.34 ACRES OF REAL PROPERTY LOCATED SOUTH OF VERNOLA MARKETPLACE SHOPPING CENTER, EAST OF INTERSTATE 15 (I-15), AND WEST OF PATS RANCH ROAD AT THE INTERSECTION OF 65TH STREET (APNS: 152-640-005, -006) FROM

INDUSTRIAL PARK (I-P) ZONE TO GENERAL RESIDENTIAL (R-3) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

D. REAFFIRM FINDINGS AUTHORIZING CITY COUNCIL TO MEET IN WHOLE OR IN PART BY TELECONFERENCING UNDER GOVERNMENT CODE SECTION 54953(E) DURING THE COVID-19 STATE AND LOCAL EMERGENCY

Requested Action: That the City Council adopt Resolution No. 2022-96, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING PUBLIC MEETINGS OF THE CITY COUNCIL TO BE HELD WITH A TELECONFERENCE OPTION FOR MEMBERS OF THE CITY COUNCIL AND THE PUBLIC DUE TO THE GOVERNOR'S DECLARATION OF EMERGENCY AND THE CITY COUNCIL'S DECLARATION OF LOCAL EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 54953(e), AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

E. LEASE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND MCE CORPORATION FOR LEASE OF PORTIONS OF JURUPA VALLEY OPERATIONS CENTER

Requested Action: That the City Council approve the Lease Agreement between the City of Jurupa Valley and MCE Corporation for lease of portions of Jurupa Valley Operations Center and authorize the City Manager to execute the agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

F. INITIATION OF A ZONING CODE AMENDMENT TO COMPLY WITH ASSEMBLY BILL 1851 PERTAINING TO THE DEVELOPMENT OF HOUSING AND PARKING REDUCTIONS WHEN AFFILIATED WITH RELIGIOUS INSTITUTIONS

Requested Action: That the City Council initiate a Zoning Code Amendment to comply with Assembly Bill 1851 pertaining to housing development and parking reductions when affiliated with religious institutions.

G. RESOLUTION OF SUPPORT FOR GRANT APPLICATION FOR THE BRIDGE INVESTMENT PROGRAM, A COMPETITIVE GRANT PROGRAM FOR THE MARKET STREET BRIDGE REPLACEMENT PROJECT FUNDED BY FEDERAL AND REGIONAL FUNDS

1. Requested Action: That the City Council adopt Resolution No. 2022-97, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO SUPPORT THE SUBMISSION OF THE BRIDGE INVESTMENT PROGRAM (BIP) COMPETITIVE GRANT APPLICATION FOR THE MARKET STREET BRIDGE REPLACEMENT PROJECT FUNDED BY FEDERAL AND REGIONAL FUNDS

2. That the City Council authorize staff to submit the grant application for the Market Street Bridge project.

H. APPROVAL OF AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND WEST COAST ARBORISTS, INC. FOR ON-CALL TREE TRIMMING SEVICES

Requested Action: That the City Council approve the agreement between the City of Jurupa Valley and West Coast Arborists, Inc., for On-Call Tree Trimming and Maintenance Services and authorize the City Manager to execute the agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

I. APPROVAL OF PURCHASE OF ONE TOYOTA HIGHLANDER HYBRID LE VEHICLE FROM CROWN TOYOTA

Requested Action: That the City Council approve the purchase of one 2022 Toyota Highlander Hybrid LE vehicle, at the cost of $50,031.40, utilizing funding from Assembly Bill 2766 ("AB 2766") Program of the South Coast Air Quality Management District, included in the FY 2022-23 Budget.

J. APPROVAL OF DISPOSITION OF SURPLUS EQUIPMENT

Requested Action: That the City Council approve a Memorandum of Understanding with Liquidity Services Operations, LLC dba GovDeals, Online Auction to provide online auction platform services for the disposition of surplus equipment.

A motion was made by Council Member Lorena Barajas Bisbee, seconded by Council Member Guillermo Silva, to approve the Consent Calendar.

Ayes: L. Altamirano, C. Barajas, L. Barajas Bisbee, B. Berkson, G. Silva
Noes: None
Absent: None

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER A RESOLUTION APPROVING THE FISCAL YEAR 2022-2023 THROUGH FISCAL YEAR 2026-2027 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF JURUPA VALLEY

Staff Report presented by Octavio Duran, Assistant City Engineer.

Further discussion followed.

Mayor Chris Barajas opened the public hearing and called for any public comments.

There being no further comments, the public hearing was closed.

Council Member Lorena Barajas Bisbee stated that she was happy to see the projects that are being funded for the Mira Loma community.

Mayor Chris Barajas encouraged residents to review the entire staff report as it represents the City's long-range plan for all capital improvement projects and funding sources over the next five years. He noted that the City's total funding for these projects represent over $38 million.

A motion was made by Council Member Lorena Barajas, seconded by Mayor Pro Tem Leslie Altamirano, to adopt Resolution No. 2022-98, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2022-2023 THROUGH 2026-2027

Ayes: L. Altamirano, C. Barajas, L. Barajas Bisbee, B. Berkson, G. Silva
Noes: None
Absent: None

17. COUNCIL BUSINESS

A. APPOINTMENTS TO THE PUBLIC WORKS ADVISORY COMMITTEE

Staff Report presented by Victoria Wasko, City Clerk.

Paul Toor, Director of Public Works provided additional details on the responsibilities of the Public Works Advisory Committee.

Mayor Chris Barajas invited Hugo Bustamante, Lorena Carranza, Jose Cuellar, Ohilda Hernandez, Mayra Jackson, Alondra Munoz, and Brenda Reynolds to address the Council and share why they are interested in serving on the Public Works Advisory Committee. Robert Galindo and Patricia Vargas were unable to attend tonight's meeting.

Following the applicant presentations, the following appointments were made:

Council Member Guillermo Silva nominated Alondra Munoz.

Council Member Lorena Barajas Bisbee nominated Hugo Bustamante.

Council Member Brian Berkson nominated Mayra Jackson.

Mayor Chris Barajas nominated Robert Galindo.

Mayor Pro Tem Leslie Altamirano nominated Jose Cuellar.

Mayor Chris Barajas thanked all those who submitted letters of interest and encouraged them to continue to look for ways to get involved with the City.

A motion was made by Council Member Brian Berkson, seconded by Mayor Pro Tem Leslie Altamirano, to confirm the appointments to the Public Works Advisory Committee for a term of four (4) years, or the appointment and swearing-in of their successor, whichever is later.

Ayes: L. Altamirano, C. Barajas, L. Barajas Bisbee, B. Berkson, G. Silva
Noes: None
Absent: None

B. ADOPTION OF THE JURUPA VALLEY AMERICAN RESCUE ACT EXPENDITURE PLAN

Staff Report presented by Michael Flad, Assistant City Manager. Mr. Flad gave a presentation on the American Rescue Plan Act, which is designed to facilitate the recovery from the negative economic effects of the COVID-19 pandemic.

Kevin Ryan, Project Manager, provided an overview of the American Rescue Plan Act, which will provide $350 billion to state and local governments to assist with local economic recovery. He reported that the City's allocation is $28 million. He gave an overview of the eligible expenditure categories, the City's recommended expenditure plan, and the timeline for expenditure of the funds.

Further discussion followed.

A motion was made by Council Member Lorena Barajas Bisbee, seconded by Council Member Guillermo Silva, to adopt the proposed City of Jurupa Valley Expenditure Plan.

Ayes: L. Altamirano, C. Barajas, L. Barajas Bisbee, B. Berkson, G. Silva
Noes: None
Absent: None

B. FIVE-MONTH REVIEW OF TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS

Staff Report presented by Jim Pechous, Principal Planner. Mr. Pechous reported that after working with various developers, a few modifications to the Traditional Neighborhood Design standards are being recommended.

Further discussion followed.

A motion was made by Council Member Lorena Barajas Bisbee, seconded by Council Member Guillermo Silva, to receive and file the report and direct staff to modify the following Traditional Neighborhood Design standards: (1) open space requirement to allow for long driveways and (2) wall and fence requirement to reduce the maximum fence height from six (6) feet to 42 inches in the street side setback.

Ayes: L. Altamirano, C. Barajas, L. Barajas Bisbee, B. Berkson, G. Silva
Noes: None
Absent: None

18. CITY ATTORNEY'S REPORT

City Attorney Peter Thorson had no report.

19. COUNCIL MEMBER REPORTS AND COMMENTS

20. ADJOURNMENT

There being no further business before the City Council, Mayor Chris Barajas adjourned the meeting at 8:47 p.m.

The next meeting of the Jurupa Valley City Council will be held September 1, 2022 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

_____
Victoria Wasko, CMC
City Clerk

City of Jurupa Valley

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**
BY: **CONNIE CARDENAS, ADMINISTRATIVE SERVICES DIRECTOR**

SUBJECT: **AGENDA ITEM NO. 11.B**

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated August 3, 10, and 17, 2022; as well as the payroll registers dated July 31 and August 05 and 19, 2022.

The City Council of the City of Jurupa Valley authorizes expenditures through the annual budget process. The FY 2022-23 Budget was adopted on June 16, 2022. Expenditures not included in the annual budget process are approved by resolution throughout the fiscal year.

ANALYSIS

All expenditures on the attached check registers have been approved by the City Council and are in conformance with the authority provided by Section §37208 of the Government Code. The statement with purchase details are attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

08/03/22 $ 5,050,328.16 – Refer to Check Register detail

- 07/28/2022 - $3,396,556.02-April and May Sheriff payment (See highlighted detail)
- 08/03/2022 - $1,653,772.14-June Sheriff payment (See highlighted detail)

08/10/22 $ 7,347,211.61 – Refer to Check Register detail

- Includes Revenue Neutrality Payment (See highlighted detail)

08/17/22 $ 227,249.78

Payroll registers:

07/31/22	$	3,234.24
08/05/22	$	313,127.45
08/19/22	$	241,912.28
TOTAL	$	13,183,063.52

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by:

Connie Cardenas
Administrative Services Director

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

Michael Flad
Assistant City Manager

Attachments:

1. Check registers dated August 3, 10, and 17, 2022.
2. Payroll registers dated July 31 and August 5 and 19, 2022.

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17368	7/28/2022	02105	ACCELA, INC.	INV-ACC55942	6/27/2022	ACCELA CIVIC PLATFORM SILVE	5,266.09	5,266.09
	Voucher:	17368						
17369	7/28/2022	02923	ALL AMERICAN SECURITY, LLC	1529	7/1/2022	JULY 2022 - JVOC ON SITE SECU	6,399.75	6,399.75
	Voucher:	17369						
17370	7/28/2022	00240	AMERICAN FORENSIC NURSES,	76092	6/14/2022	FEB, MAR, APR, MAY 2022 LAB S	1,185.43	
	Voucher:	17370		76093	6/14/2022	FEB, MAR, APR, MAY 2022 LAB S	1,135.35	2,320.78
17371	7/28/2022	01365	AUTO AIDE TOWING	P-78291	3/22/2022	TOWING SRVS - SHERIFF'S DEP	100.00	100.00
	Voucher:	17371						
17372	7/28/2022	01682	AUTOMATED GATE SERVICES, IN	71762407	6/30/2022	REPAIR CITY VEHICLE EMPLOYE	619.00	619.00
	Voucher:	17372						
17373	7/28/2022	00182	CALIFORNIA CONTRACT CITIES	3517	6/30/2022	MEMBERSHIP FOR FY22/23	3,000.00	3,000.00
	Voucher:	17373						
17374	7/28/2022	02393	CHARTER COMMUNICATIONS, -	1028733071022	7/10/2022	JUL 2022 BUSINESS ENTERPRIS	63.49	63.49
	Voucher:	17374						
17375	7/28/2022	03195	CINTAS	4117324946	4/22/2022	APR 2022 WEEKLY UNIFORM CL	123.12	
	Voucher:	17375		4124785526	7/8/2022	JUL 2022 WEEKLY UNIFORM CLE	99.73	
				4124163989	7/1/2022	JUL 2022 WEEKLY UNIFOMR CLE	99.73	
				4116621494	4/15/2022	APR 2022 WEEKLY UNIFORM CL	75.06	
				4117985557	4/29/2022	APR 2022 WEEKLY UNIFORM CL	68.13	
				4119372338	5/6/2022	MAY 2022 WEEKLY UNIFORM CL	68.13	
				4118647114	5/13/2022	MAY 2022 WEEKLY UNIFORM CL	68.13	602.03
17376	7/28/2022	00049	COUNTY OF RIVERSIDE, SHERIF	SH0000041248	6/15/2022	4/7/22 - 5/4/22 POLICE SERVICES	1,591,234.42	1,591,234.42
	Voucher:	17376						
17377	7/28/2022	00049	COUNTY OF RIVERSIDE, SHERIF	SH-0000041338	6/29/2022	5/5/22 - 6/1/22 POLICE SERVICES	1,421,688.23	1,421,688.23
	Voucher:	17377						
17378	7/28/2022	01360	COUNTY OF RIVERSIDE, SHERIF	SH0000041453	7/8/2022	JUN 2022 EXTRA DUTY - CITY CC	781.92	781.92
	Voucher:	17378						
17379	7/28/2022	00015	EDISON - SOUTHERN CALIFORN	700668382079	7/19/2022	JVOC ELECTRIC CHARGES	3,320.74	3,320.74
	Voucher:	17379						
17380	7/28/2022	00015	EDISON - SOUTHERN CALIFORN	700134780635	7/11/2022	CFD IRR ELECTRICAL CHARGES	13.12	13.12
	Voucher:	17380						

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17387	7/28/2022	03232	IPROJECTSOLUTIONS, LLC	1832	5/23/2022	FM WORKSTATION - BLDG DEPT	14,150.00	14,150.00
	Voucher:	17387						
17388	7/28/2022	03270	J&M TOWING OF NORCO	37385	3/12/2022	MAR 2022 TOWING SERVICES - S	400.00	
	Voucher:	17388		38258	1/28/2022	JAN 2022 TOWING SERVICES - S	100.00	
				38257	4/20/2022	APR 2022 TOWING SERVICES - S	100.00	
				38256	4/7/2022	APR 2022 TOWING SERVICES - S	100.00	
				38255	4/21/2022	APR 2022 TOWING SERVICES - S	100.00	
				38254	3/25/2022	MAR 2022 TOWING SERVICES - S	100.00	
				38253	4/7/2022	APR 2022 TOWING SERVICES - S	100.00	
				38294	5/24/2022	MAY 2022 TOWING SERVICES - S	100.00	
				38292	5/3/2022	MAY 2022 TOWING SERVICES - S	100.00	
				38267	9/9/2021	SEPT 2021 TOWING SERVICES -	100.00	
				38265	9/7/2021	SEPT 2021 TOWING SERVICES -	100.00	
				38263	10/19/2021	OCT 2021 TOWING SERVICES - S	100.00	
				38234	5/23/2022	MAY 2022 TOWING SERVICES - S	100.00	
				38262	3/10/2022	MAR 2022 TOWING SERVICES - S	100.00	
				38231	1/28/2022	JAN 2022 TOWING SERVICES - S	100.00	
				38229	4/20/2022	APR 2022 TOWING SERVICES - S	100.00	
				38013	3/27/2022	MAR 2022 TOWING SERVICES - S	100.00	
				38011	3/8/2022	MAR 2022 TOWING SERVICES - S	100.00	
				37387	3/25/2022	MAR 2022 TOWING SERVICES - S	100.00	
				37386	3/15/2022	MAR 2022 TOWING SERVICES - S	100.00	
				37384	3/8/2022	MAR 2022 TOWING SERVICES - S	100.00	
				37383	3/7/2022	MAR 2022 TOWING SERVICES - S	100.00	2,500.00
17389	7/28/2022	00051	JOE A. GONSALVES & SON	160011	7/15/2022	AUG 2022 LEGISLATIVE SVCS	3,000.00	3,000.00
	Voucher:	17389						
17390	7/28/2022	00199	JURUPA COMMUNITY SERVICES	23875-003	7/6/2022	JCSD WATER CHARGES	530.35	
	Voucher:	17390		21933-002	7/6/2022	JCSD WATER CHARGES	412.30	
				23829-003	7/6/2022	JCSD WATER CHARGES	371.79	
				23342-003	7/6/2022	JCSD WATER CHARGES	324.96	
				28035-003	7/6/2022	9801 FAIRFOR (IRR)	216.12	
				25472-003	7/6/2022	JCSD WATER CHARGES	205.13	
				23828-003	7/6/2022	JCSD WATER CHARGES	201.63	
				40163-003	7/6/2022	IRR WATER CHARGES	115.41	
				23343-002	7/6/2022	JCSD WATER CHARGES	99.39	2,477.08

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17398	7/28/2022	01355	PRECISION SIGN AND GRAPHICS	6597	6/2/2022	SIGNAGE FOR JVOC	1,562.51	1,562.51
	Voucher:	17398						
17399	7/28/2022	00262	RIVSIDE CNTY DEPT ANIMAL SV	AN0000002513	7/15/2022	JUNE 2022 ANIMAL SVCS	124,694.08	124,694.08
	Voucher:	17399						
17400	7/28/2022	01261	RUBIDOUX COMMUNITY SVCS D	15058100-00	7/10/2022	RCSD LLMD WATER CHARGES	5,325.40	
	Voucher:	17400		15058200-00	7/10/2022	RCSD LLMD WATER CHARGES	5,084.50	
				15058000-00	7/10/2022	RCSD LLMD WATER CHARGES	3,044.88	
				15000000-00	7/10/2022	RCSD LLMD WATER CHARGES	1,569.55	
				15012980-01	7/10/2022	RCSD LLMD WATER CHARGES	929.62	
				15013000-01	7/10/2022	RCSD LLMD WATER CHARGES	484.32	
				15009200-02	7/10/2022	RCSD JVOC BLDG WATER CHAR	322.79	
				15009600-02	7/10/2022	RCSD JVOC BLDG IRRIGATION (	230.57	
				15009400-02	7/10/2022	RCSD JVOC BLDG CAR WASH C	202.28	
				15026710-00	7/10/2022	RCSD LLMD WATER CHARGES	168.38	
				15062100-00	7/10/2022	RCSD LLMD WATER CHARGES	90.92	
				15058400-00	7/10/2022	RCSD LLMD WATER CHARGES	46.06	17,499.27
17401	7/28/2022	03123	RYAN, KEVIN P.	010	7/21/2022	ARPA CONSULTANTS 7/12/22 - 7/	3,500.00	3,500.00
	Voucher:	17401						

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17408	7/28/2022	02057	WEST VALLEY WATER DISTRICT	071222	7/12/2022	JUN 2022 - 1090 HALL	55.08	55.08
	Voucher:	17408						
17409	7/28/2022	00042	XCS DOCUMENT MGMT SOLUTIC	056604	7/11/2022	JUN 2022 COPY COSTS ID#1323	853.60	
	Voucher:	17409		056603	7/11/2022	JUNE 2022 COPY COSTS ID# 132	603.68	
				056602	7/11/2022	JUN 2022 COPY COSTS ID# 1323	510.00	1,967.28
17410	8/3/2022	01682	AUTOMATED GATE SERVICES, IN	72245477	7/6/2022	LABOR & MATERIALS #40 CHAIN	581.10	
	Voucher:			72452327	7/6/2022	#40 CHAIN & 5 MASTER LINKS F	157.80	738.90
17411	8/3/2022	02393	CHARTER COMMUNICATIONS, - I	0984993071922	7/19/2022	AUG 2022 BUSINESS INTERNET	2,434.03	
	Voucher:			1034343072122	7/21/2022	AUG 2022 BUSINESS TV (7/21-8/	119.97	2,554.00
17412	8/3/2022	03277	CHIEH CHEN, YI	B22-000513	5/10/2022	B22-000513 BLDG REIMB	215.50	215.50
	Voucher:							
17413	8/3/2022	03195	CINTAS	4125475985	7/15/2022	JUL 2022 WEEKLY UNIFORM CLE	99.73	99.73
	Voucher:							
17414	8/3/2022	02761	CITYGATE ASSOCIATES, LLC	30985	7/31/2022	JUL 2022 POLICE DEPT. FEASIBI	4,348.78	4,348.78
	Voucher:							
17415	8/3/2022	01100	COLONIAL LIFE INS CO	45220900801245	8/1/2022	AUG 2022 EMP. CAFETERIA PLAI	6,759.80	6,759.80
	Voucher:							
17416	8/3/2022	00808	COUNTY OF RIVERSIDE, DEPT OI	IT0000005352	6/30/2022	ADDRESSING FOR TR32722	57.38	57.38
	Voucher:							
17417	8/3/2022	00049	COUNTY OF RIVERSIDE, SHERIF	SH0000041418	6/30/2022	6/2/2022 - 06/30/2022 POLICE SEI	1,593,561.54	1,593,561.54
	Voucher:							
17418	8/3/2022	02303	EIDE BAILLY LLP	EI01356057	7/8/2022	JUNE 2022 PROGRESS BILLING:	10,000.00	
	Voucher:			E101356055	7/8/2022	JUN 2021 AUDIT FY20/21 FINAL E	2,000.00	12,000.00
17419	8/3/2022	02180	EMPIRE GROUP OF COMPANIES	60719	7/1/2022	CODE ENFORCE. DEPT. - BUSINI	476.33	
	Voucher:			60759	7/14/2022	CODE ENFORCE. DEPT. - BUSINI	68.51	544.84
17420	8/3/2022	00914	GRAINGER	9337202866	6/7/2022	EXECUTIVE CHAIR, HEAVY DUT	415.55	
	Voucher:			9364256470	7/1/2022	JVOC SAFETY SIGNS	96.35	
				9336644258	6/7/2022	HAZARDOUS WASTE DANGER S	31.87	
				9337833371	6/8/2022	HAZARDOUS WASTE SAFETY SI	27.70	571.47
17421	8/3/2022	01038	HDL COREN & CONE	SIN019944	7/18/2022	JULY - SEPT 2022 CONTRACT S\	4,132.48	4,132.48
	Voucher:							
17422	8/3/2022	03278	HERNANDEZ, EFREN	B22-000722	5/10/2022	B22-000722 BLDG REIMB.	267.50	267.50
	Voucher:							
17423	8/3/2022	01317	HERNANDEZ, ELIAS	B20-000563 CDWI	6/27/2022	B20-000563 CDWD REIMB.	1,000.00	1,000.00
	Voucher:							

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17440	8/3/2022	02816	WRAICH, BALWINDER	B21-002656	5/12/2002	B21-002656 BLDG REIMB.	93.00	93.00
	Voucher:							

Sub total for CHASE BANK: 5,050,328.16

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17441	8/10/2022	02632	AMERITAS LIFE INSURANCE COF	070122	7/1/2022	JUL 2022 VISION	684.56	684.56
	Voucher:							
17442	8/10/2022	01367	APSCREEN	14479	6/10/2022	EMPLOYMENT BACKGROUND C	160.00	
	Voucher:			14444	6/7/2022	EMPLOYMENT BACKGROUND C	115.00	
				14529	6/22/2022	EMPLOYMENT BACKGROUND C	80.00	
				14568	6/30/2022	EMPLOYMENT BACKGROUND C	80.00	435.00
17443	8/10/2022	01366	CALIFORNIA NEWSPAPERS PRTI	11516328-2	7/28/2022	PUBLIC SERVICES	140.88	140.88
	Voucher:							
17444	8/10/2022	01359	COUNTY OF RIVERSIDE, AUDITO	080322	8/2/2022	FY21/22 REVENUE NEUTRALITY	6,591,915.00	6,591,915.00
	Voucher:							
17445	8/10/2022	00049	COUNTY OF RIVERSIDE, SHERIF	SH0000041556	7/25/2022	RIVERSIDE COUNTY SHERIFF'S	108,097.00	108,097.00
	Voucher:							
17446	8/10/2022	01360	COUNTY OF RIVERSIDE, SHERIF	SH0000041454	7/8/2022	JUN 2022 EXTRA DUTY - COMMI	833.12	833.12
	Voucher:							
17447	8/10/2022	00836	DE LAGE LANDEN FINANCIAL SV	77052831	7/23/2022	JUL 2022 COPIER LEASE	1,422.86	1,422.86
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17449	8/10/2022	00015	EDISON - SOUTHERN CALIFORN	700386851202	8/1/2022	STREET LIGHT ELECTRIC	6,679.44	
	Voucher:			700111080101	7/29/2022	TRAFFIC SIGNAL ELECTRIC	2,238.26	
				700615190010	8/1/2022	CFD 2014-001 LIGHT ELECTRIC	741.10	
				700182611739	7/31/2022	STREET LIGHT ELECTRIC	608.21	
				700253324638	8/1/2022	CFD 2013-001 STREET LIGHT EL	189.86	
				700382170546	7/29/2022	CFD PED/IRR ELECTRICAL CHAF	154.22	
				700565016657	7/29/2022	LLMD ELECTRIC CHARGES	141.49	
				700023315511	8/1/2022	STREET LIGHT ELECTRIC	136.34	
				700133734550	8/1/2022	CFD 2013-001 STREET LIGHT EL	120.58	
				700259898511	8/1/2022	CFD STREET LIGHT ELECTRIC	117.14	
				700575074951	7/29/2022	TRAFFIC SIGNAL LIGHT ELECTR	106.78	
				700525999116	8/1/2022	STREET LIGHT ELECTRIC	94.92	
				700352590495	8/1/2022	CFD14-001 STREET LIGHT ELEC	94.92	
				700697014156	8/1/2022	CFD STREET LIGHT ELECTRIC	94.92	
				700374434693	8/1/2022	CFD STREET LIGHT ELECTRIC	92.48	
				700696987682	8/1/2022	CFD STREET LIGHT ELECTRIC	91.59	
				700564880958	7/29/2022	LLMD ELECTRIC CHARGES	89.88	
				700707985260	7/31/2022	CFD STREET LIGHT ELECTRIC	80.10	
				700329171665	8/1/2022	STREET LIGHT ELECTRIC	79.16	
				700185117975	8/1/2022	CFD STREET LIGHT ELECTRIC	69.13	
				700735264993	8/1/2022	JUL 2022 8013370046 PRAIRIE RI	68.62	
				700696986672	8/1/2022	CFD STREET LIGHT ELECTRIC	57.30	
				700696978588	8/1/2022	CFD STREET LIGHT ELECTRIC	47.48	
				700078039170	8/1/2022	STREET LIGHT ELECTRIC	31.70	
				700696987884	8/1/2022	CFD STREET LIGHT ELECTRIC	31.70	
				700696978184	8/1/2022	CFD STREET LIGHT ELECTRIC	31.70	
				700563513864	8/1/2022	STREET LIGHT ELECTRIC	15.77	12,304.79
17450	8/10/2022	01278	FAIR HOUSING CNCL OF RIVERS	01	8/4/2022	JUL 2022 FAIR HOUSING & LAND	1,887.72	1,887.72
	Voucher:							
17451	8/10/2022	00282	GALLS, LLC	021611956	7/11/2022	TACTICAL GEAR FOR SHERIFF'S	282.75	282.75
	Voucher:							
17452	8/10/2022	00033	HR GREEN	154439	7/28/2022	MAY 2022 PROF. SVCS	274,768.11	
	Voucher:			154534	7/29/2022	JUN 2022 PROF. SVCS	269,259.71	544,027.82
17453	8/10/2022	00199	JURUPA COMMUNITY SERVICES	21722-002	7/13/2022	LLMD WATER CHARGES	121.56	121.56
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17458	8/10/2022	01517	OFFICE DEPOT, INC	254496784001	7/20/2022	JUL 2022 OFFICE SUPPLIES	69.91	
	Voucher:			255981976001	7/18/2022	HEAVY DUTY STAPLER	61.17	
				256198636001	7/27/2022	JUL 2022 OFFICE SUPPLIES	53.93	
				254514723001	7/20/2022	JUL 2022 OFFICE SUPPLIES - HA	51.25	
				256897101001	7/22/2022	JUL 2022 OFFICE SUPPLIES	43.95	
				256136738001	7/20/2022	STAPLER HEAVY DUTY	43.55	
				256137375001	7/20/2022	JUL 2022 OFFICE SUPPLIES	11.29	
				256897847001	7/21/2022	JUL 2022 OFFICE SUPPLIES	10.98	
				256138767001	7/21/2022	HEAVY DUTY STAPLER	-61.17	284.86
17459	8/10/2022	00304	ORKIN SERVICES OF CALIFORNI	234662886	6/28/2022	JUN 2022 START-UP PEST CONT	420.00	420.00
	Voucher:							
17460	8/10/2022	02078	PATH OF LIFE MINISTRIES	Claim #2	6/30/2022	JUN 2022 PATH OF LIFE PSG - H(	9,761.62	9,761.62
	Voucher:							
17461	8/10/2022	02385	QUADIENT, INC.	16745485	7/25/2022	10" SINGLE WINDOW CERT. MAII	273.31	273.31
	Voucher:							
17462	8/10/2022	03123	RYAN, KEVIN P.	011	8/4/2022	ARPA CONSULTANT 7/25/2022 - 8	5,200.00	5,200.00
	Voucher:							
17463	8/10/2022	01516	SANTA FE BUILDING MAINTENAN	20739	6/30/2022	JUN 2022 SENIOR CENTER MAIN	1,348.00	1,348.00
	Voucher:							
17464	8/10/2022	02744	SILVER & WRIGHT, LLP	29882	7/1/2022	JUN 2022 LITIGATION SCVS-607:	3,648.15	
	Voucher:			29883	7/1/2022	JUN 2022 LITIGATION SVCS-GEN	216.00	
				29884	7/1/2022	JUN 2022 LITIGATION SVCS-GEN	90.00	3,954.15
17465	8/10/2022	02554	STANDARD INSURANCE COMPAI	080122	8/1/2022	AUG 2022 LIFE INSURANCE PRE	1,040.40	1,040.40
	Voucher:							
17466	8/10/2022	01883	TRAFFIC MANAGEMENT INC.	878504	6/30/2022	JUN 2022 CUSTOM SIGNS	3,313.68	3,313.68
	Voucher:							
17467	8/10/2022	03183	TRUE CLEAN SOURCE	8	7/28/2022	7/20/22 - 7/22/22 JANITORIAL SEF	810.00	810.00
	Voucher:							
17468	8/10/2022	03009	UNITED PET CARE LLC	30013267	8/1/2022	AUG 2022 PET INSURANCE BENI	69.00	69.00
	Voucher:							
17469	8/10/2022	01088	WEST COAST ARBORISTS, INC	188063	6/30/2022	06/30/22 TREE MAINTENANCE ~	770.00	770.00
	Voucher:							

Sub total for CHASE BANK: 7,347,211.61

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17470	8/17/2022	01782	AVANCE PUBLIC OUTREACH & C	062202	8/4/2022	JUN 2022 INTERPRETATION SVC	997.04	997.04
	Voucher:							
17471	8/17/2022	03287	BURMA, WYNN	BOND20-0007	6/13/2022	BOND20-0007 ENGINEERING RE	1,000.00	
	Voucher:			GP20-020	6/15/2022	GP20-020 ENGINEERING REIMB.	161.50	1,161.50
17472	8/17/2022	03195	CINTAS	4126191697	7/22/2022	JUL 2022 WEEKLY UNIFORM CLE	99.73	99.73
	Voucher:							
17473	8/17/2022	00024	CITY OF BREA, - ACCOUNT REC	ASIT001166	7/27/2022	JUNE 2022 IT SCVS	2,595.00	2,595.00
	Voucher:							
17474	8/17/2022	00196	CIVIC SOLUTIONS, INC	080522	8/5/2022	JUL 2022 PROF SVCS	143,533.75	143,533.75
	Voucher:							
17475	8/17/2022	00015	EDISON - SOUTHERN CALIFORN	700575534083	8/3/2022	PUMP STATION ELECTRIC	248.74	
	Voucher:			700575417683	8/3/2022	PUMP STATION ELECTRIC	40.94	
				700575357463	8/3/2022	PUMP STATION ELECTRIC	36.47	
				700576371418	8/3/2022	STREET LIGHT ELECTRIC	21.08	
				700575315532	8/3/2022	PUMP STATION ELECTRIC	20.66	
				700576159331	8/3/2022	PUMP STATION ELECTRIC	19.98	
				700575241669	8/3/2022	IRR ELECTRICAL CHARGES	18.90	
				700565103351	8/3/2022	PUMP STATION ELECTRIC	18.90	
				700576362324	8/3/2022	PUMP STATION ELECTRIC	18.90	
				700575163261	8/3/2022	IRR ELECTRICAL CHARGES	18.68	
				700575172153	8/3/2022	IRR ELECTRICAL CHARGES	18.68	
				700575195593	8/3/2022	STREET LIGHT ELECTRIC	18.68	
				700575262584	8/3/2022	IRR ELECTRICAL CHARGES	18.68	
				700576040204	8/3/2022	STREET LIGHT ELECTRIC	18.68	
				700576440833	8/3/2022	STREET LIGHT ELECTRIC	18.68	
				700576402538	8/3/2022	PUMP STATION ELECTRIC	17.69	574.34
17476	8/17/2022	00015	EDISON - SOUTHERN CALIFORN	700617789509	8/1/2022	CFD 2013-001 STREET LIGHT EL	1,892.49	1,892.49
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17482	8/17/2022	02971	MARSHACK HAYS LLP	14242	8/3/2022	JUL 2022 PROF SVCS - WESTER	164.75	
	Voucher:			14174	7/6/2022	JUN 2022 PROF SVCS - WESTER	77.00	241.75
17483	8/17/2022	00848	MOBILE MODULAR STORAGE	300804905	7/20/2022	JUL 2022 STORAGE CONTAINER	243.52	
	Voucher:			300799966	7/15/2022	JUL2022 STORAGE CONTAINER	125.10	368.62
17484	8/17/2022	03286	PRAMUKH ANAND INC.	MA20257	5/2/2022	MA20257 PLANNING REIMB.	2,046.49	2,046.49
	Voucher:							
17485	8/17/2022	03182	PYRITE INVESTMENTS, LLC	MA22010	4/22/2022	MA22010 PLAN REIMB	152.50	152.50
	Voucher:							
17486	8/17/2022	00052	QUADIENT FINANCE USA, INC.	073122	7/31/2022	JUL 2022 POSTAGE - NON DEPT.	3,065.79	3,065.79
	Voucher:							
17487	8/17/2022	01358	REACH OUT	96178	8/11/2022	FY2022-2023 GRANT FUNDING	30,000.00	30,000.00
	Voucher:							
17488	8/17/2022	00185	REGIONAL CONSERVATION AGE	IM1211	4/20/2022	JUN 2021 MSHCP FEES (INTERE	54.69	54.69
	Voucher:							
17489	8/17/2022	03260	RIVERSIDE COUNTY SHERIFF DE	0000000455	8/8/2022	JUL 2022 PSEC	310.68	310.68
	Voucher:							
17490	8/17/2022	02947	RSG, INC.	I009138	7/31/2022	JUL 2022 RSG2773 - I009138 HOU	481.25	481.25
	Voucher:							
17491	8/17/2022	02955	SAFETYNETT, INC.	55251	6/7/2022	JUNE 2022 HP CARTRIDGE TONI	3,334.83	
	Voucher:			55236	5/27/2022	MAY 2022 HP PRINTER TONER S	1,301.60	
				55262	6/20/2022	JUN 2022 HP PRINTER TONER S	467.64	
				55297	7/19/2022	JUL 2022 HP FUSER	429.92	5,533.99
17492	8/17/2022	01706	SOUTHWEST SITE SERVICES,IN	90115	7/19/2022	AUG 2022 - JVOC	47.25	47.25
	Voucher:							
17493	8/17/2022	02380	SWAGIT PRODUCTIONS, LLC	SW-000072SI	7/31/2022	JUL 2022 VIDEO STREAMING SV	1,695.00	1,695.00
	Voucher:							
17494	8/17/2022	00100	THE GAS COMPANY	11992193976	8/4/2022	JUL 2022 GAS SVCS - CITY HALL	209.06	
	Voucher:			080522	8/5/2022	JUL 2022 GAS SVCS - 5293 MISS	59.95	269.01
17495	8/17/2022	01920	TOTALPLAN OF THE INLAND EMF	083293	5/12/2022	3-STRATA LITE DRAFTING STOO	1,338.26	1,338.26
	Voucher:							
17496	8/17/2022	01883	TRAFFIC MANAGEMENT INC.	881675	7/14/2022	CUSTOM TRAFFIC SIGNS	1,357.20	
	Voucher:			881673	7/14/2022	SUPPLIES- SIGN HARDWARE	278.20	1,635.40
17497	8/17/2022	00883	TYCO INTEGRATED SECURITY, L	37644242	7/19/2022	SECURITY SYSTEM - SERVICE C	20.42	20.42
	Voucher:							

30 checks in this report.

Grand Total All Checks: 227,249.78

0079 A790-3990 City Of Jurupa Valley

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/05/22: $3,234.24

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	3,234.24
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	**3,234.24**
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	6,825.00
CASH REQUIRED FOR CHECK DATE 08/05/22	10,059.24

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex* ***at or after 12:01 A.M.*** *on transaction date.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
08/04/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	2,851.57	2,851.57
					EFT FOR 08/04/22	**2,851.57**
08/05/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	124.68	
				Fed Income Tax	23.75	
				Total Withholdings	**148.43**	
				Employer Liabilities		
				Medicare	124.66	
				CA Disability	94.58	
				CA Unemploy	14.40	
				CA Emp Train	0.60	
				Total Liabilities	**234.24**	382.67
					EFT FOR 08/05/22	**382.67**
					TOTAL EFT	**3,234.24**

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
08/05/22	Refer to your records for account Information		Payroll	Employee Deductions		
				457b EE Pretax	5,428.40	
				EE Post-Tax Other In	169.44	
				EE Pretax FSA	229.16	
				EE Pretax Other Ins	497.67	
				Med FSA EE Pretax	211.54	
				TO-PIA DEN EE PRE	63.79	
				Total Deductions	**6,600.00**	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/10/22: $313,127.45

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	313,127.45
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	**313,127.45**
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	89,360.87
CASH REQUIRED FOR CHECK DATE 08/10/22	402,488.32

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex* ***at or after 12:01 A.M.*** *on transaction date.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
08/09/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	237,245.39	237,245.39
					EFT FOR 08/09/22	**237,245.39**
08/10/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	4,822.69	
				Fed Income Tax	41,774.59	
				CA Income Tax	20,638.25	
				CA Disability	3,648.82	
				Total Withholdings	**70,884.35**	
				Employer Liabilities		
				Medicare	4,822.63	
				CA Unemploy	168.07	
				CA Emp Train	7.01	
				Total Liabilities	**4,997.71**	75,882.06
					EFT FOR 08/10/22	**75,882.06**
					TOTAL EFT	**313,127.45**

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
08/10/22	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	2,387.45	
				401a EE Catch Up	1,615.68	
				401a EE Pretax	7,024.23	
				457b EE Catch Up	150.00	
				457b EE Pretax	9,084.30	
				457b EE Roth	210.27	
				EE Post-Tax Other In	4,063.53	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/24/22: $241,912.28

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	241,912.28
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	**241,912.28**
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	39,818.90
CASH REQUIRED FOR CHECK DATE 08/24/22	281,731.18

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex **at or after 12:01 A.M.** on transaction date.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
08/23/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	190,887.83	190,887.83
				EFT FOR 08/23/22		**190,887.83**
08/24/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	3,749.07	
				Fed Income Tax	27,220.00	
				CA Income Tax	13,448.56	
				CA Disability	2,755.29	
				Total Withholdings	**47,172.92**	
				Employer Liabilities		
				Medicare	3,749.08	
				CA Unemploy	98.35	
				CA Emp Train	4.10	
				Total Liabilities	**3,851.53**	51,024.45
				EFT FOR 08/24/22		**51,024.45**
				TOTAL EFT		**241,912.28**

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
08/24/22	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	2,357.38	
				401a EE Catch Up	1,615.68	
				401a EE Pretax	6,988.20	
				457b EE Catch Up	150.00	
				457b EE Pretax	9,795.50	
				457b EE Roth	207.57	

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17368	7/28/2022	02105	ACCELA, INC.	INV-ACC55942	6/27/2022	ACCELA CIVIC PLATFORM SILVE	5,266.09	5,266.09
	Voucher:	17368						
17369	7/28/2022	02923	ALL AMERICAN SECURITY, LLC	1529	7/1/2022	JULY 2022 - JVOC ON SITE SECU	6,399.75	6,399.75
	Voucher:	17369						
17370	7/28/2022	00240	AMERICAN FORENSIC NURSES,	76092	6/14/2022	FEB, MAR, APR, MAY 2022 LAB S	1,185.43	
	Voucher:	17370		76093	6/14/2022	FEB, MAR, APR, MAY 2022 LAB S	1,135.35	2,320.78
17371	7/28/2022	01365	AUTO AIDE TOWING	P-78291	3/22/2022	TOWING SRVS - SHERIFF'S DEP	100.00	100.00
	Voucher:	17371						
17372	7/28/2022	01682	AUTOMATED GATE SERVICES, IN	71762407	6/30/2022	REPAIR CITY VEHICLE EMPLOYE	619.00	619.00
	Voucher:	17372						
17373	7/28/2022	00182	CALIFORNIA CONTRACT CITIES	3517	6/30/2022	MEMBERSHIP FOR FY22/23	3,000.00	3,000.00
	Voucher:	17373						
17374	7/28/2022	02393	CHARTER COMMUNICATIONS, -	1028733071022	7/10/2022	JUL 2022 BUSINESS ENTERPRIS	63.49	63.49
	Voucher:	17374						
17375	7/28/2022	03195	CINTAS	4117324946	4/22/2022	APR 2022 WEEKLY UNIFORM CL	123.12	
	Voucher:	17375		4124785526	7/8/2022	JUL 2022 WEEKLY UNIFORM CLE	99.73	
				4124163989	7/1/2022	JUL 2022 WEEKLY UNIFOMR CLE	99.73	
				4116621494	4/15/2022	APR 2022 WEEKLY UNIFORM CL	75.06	
				4117985557	4/29/2022	APR 2022 WEEKLY UNIFORM CL	68.13	
				4119372338	5/6/2022	MAY 2022 WEEKLY UNIFORM CL	68.13	
				4118647114	5/13/2022	MAY 2022 WEEKLY UNIFORM CL	68.13	602.03
17376	7/28/2022	00049	COUNTY OF RIVERSIDE, SHERIF	SH0000041248	6/15/2022	4/7/22 - 5/4/22 POLICE SERVICES	1,591,234.42	1,591,234.42
	Voucher:	17376						
17377	7/28/2022	00049	COUNTY OF RIVERSIDE, SHERIF	SH-0000041338	6/29/2022	5/5/22 - 6/1/22 POLICE SERVICES	1,421,688.23	1,421,688.23
	Voucher:	17377						
17378	7/28/2022	01360	COUNTY OF RIVERSIDE, SHERIF	SH0000041453	7/8/2022	JUN 2022 EXTRA DUTY - CITY CC	781.92	781.92
	Voucher:	17378						
17379	7/28/2022	00015	EDISON - SOUTHERN CALIFORNI	700668382079	7/19/2022	JVOC ELECTRIC CHARGES	3,320.74	3,320.74
	Voucher:	17379						
17380	7/28/2022	00015	EDISON - SOUTHERN CALIFORNI	700134780635	7/11/2022	CFD IRR ELECTRICAL CHARGES	13.12	13.12
	Voucher:	17380						

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17381	7/28/2022	00015	EDISON - SOUTHERN CALIFORNI	700372248355	7/14/2022	CITY HALL ELECTRIC CHARGES	8,290.12	
	Voucher:	17381		700578058410	7/21/2022	LLMD ELECTRIC CHARGES	137.32	
				700094412669	7/7/2022	JUL 2022 8011207082 4707 ETIW/	85.07	
				700144656245	7/21/2022	CFD ELECTRICAL CHARGES	33.12	
				700175393020	7/21/2022	CFD IRR ELECTRICAL CHARGES	33.05	
				700573890844	7/20/2022	PUMP STATION ELECTRIC	28.53	
				700283355030	7/21/2022	CFD IRR ELECTRICAL CHARGES	24.92	
				700423088580	7/21/2022	CFD IRR ELECTRICAL CHARGES	23.84	
				700309967483	7/21/2022	CFD IRR ELECTRICAL CHARGES	22.32	
				700666488559	7/18/2022	CFD 2013-001 ELECTRIC CHARG	21.15	
				700462515747	7/20/2022	CFD IRR ELECTRICAL CHARGES	20.70	
				700576313117	7/6/2022	PUMP STATION ELECTRIC	20.68	
				700311186451	7/21/2022	CFD IRR ELECTRICAL CHARGES	20.48	
				700576456997	7/22/2022	LLMD ELECTRIC CHARGES	20.26	
				700032828379	7/21/2022	CFD PUMP STATION ELECTRIC	19.92	
				700573772323	7/19/2022	PUMP STATION ELECTRIC	19.74	
				700576477613	7/22/2022	LLMD ELECTRIC CHARGES	19.62	
				700573855680	7/20/2022	PUMP STATION ELECTRIC	19.49	
				700573641169	7/19/2022	LLMD ELECTRIC CHARGES	19.40	
				700435164676	7/21/2022	LLMD ELECTRIC CHARGES	18.28	
				700557918378	7/13/2022	STREET LIGHT ELECTRIC	17.85	
				700573936314	7/20/2022	LLMD ELECTRIC CHARGES	13.01	
				700049179953	7/21/2022	CFD IRR ELECTRICAL CHARGES	13.00	
				700573815163	7/19/2022	PUMP STATION ELECTRIC	12.16	8,954.03
17382	7/28/2022	00015	EDISON - SOUTHERN CALIFORNI	700316482752	7/6/2022	PUMP STATION ELECTRIC	29.36	
	Voucher:	17382		700573948135	7/6/2002	PUMP STATION ELECTRIC	18.81	48.17
17383	7/28/2022	02180	EMPIRE GROUP OF COMPANIES	60670	6/21/2022	BUSINESS CARDS: BLDG DEPT	476.33	
	Voucher:	17383		60753	7/13/2022	CODE ENFORCEMENT DEPT. BU	115.28	591.61
17384	7/28/2022	00587	FASTENAL COMPANY	CAJUR54388	6/30/2022	PUBLIC WORKS SUPPLIES	372.12	372.12
	Voucher:	17384						
17385	7/28/2022	02392	GOGOV, INC.	22-211	7/12/2002	GOREQUEST CITIZEN MNGMT &	15,000.00	15,000.00
	Voucher:	17385						
17386	7/28/2022	00914	GRAINGER	9361888465	6/29/2022	JVOC SAFETY SIGNS	110.92	110.92
	Voucher:	17386						

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17387	7/28/2022	03232	IPROJECTSOLUTIONS, LLC	1832	5/23/2022	FM WORKSTATION - BLDG DEPT	14,150.00	14,150.00
	Voucher:	17387						
17388	7/28/2022	03270	J&M TOWING OF NORCO	37385	3/12/2022	MAR 2022 TOWING SERVICES - S	400.00	
	Voucher:	17388		38258	1/28/2022	JAN 2022 TOWING SERVICES - S	100.00	
				38257	4/20/2022	APR 2022 TOWING SERVICES - S	100.00	
				38256	4/7/2022	APR 2022 TOWING SERVICES - S	100.00	
				38255	4/21/2022	APR 2022 TOWING SERVICES - S	100.00	
				38254	3/25/2022	MAR 2022 TOWING SERVICES - S	100.00	
				38253	4/7/2022	APR 2022 TOWING SERVICES - S	100.00	
				38294	5/24/2022	MAY 2022 TOWING SERVICES - S	100.00	
				38292	5/3/2022	MAY 2022 TOWING SERVICES - S	100.00	
				38267	9/9/2021	SEPT 2021 TOWING SERVICES -	100.00	
				38265	9/7/2021	SEPT 2021 TOWING SERVICES -	100.00	
				38263	10/19/2021	OCT 2021 TOWING SERVICES - S	100.00	
				38234	5/23/2022	MAY 2022 TOWING SERVICES - S	100.00	
				38262	3/10/2022	MAR 2022 TOWING SERVICES - S	100.00	
				38231	1/28/2022	JAN 2022 TOWING SERVICES - S	100.00	
				38229	4/20/2022	APR 2022 TOWING SERVICES - S	100.00	
				38013	3/27/2022	MAR 2022 TOWING SERVICES - S	100.00	
				38011	3/8/2022	MAR 2022 TOWING SERVICES - S	100.00	
				37387	3/25/2022	MAR 2022 TOWING SERVICES - S	100.00	
				37386	3/15/2022	MAR 2022 TOWING SERVICES - S	100.00	
				37384	3/8/2022	MAR 2022 TOWING SERVICES - S	100.00	
				37383	3/7/2022	MAR 2022 TOWING SERVICES - S	100.00	2,500.00
17389	7/28/2022	00051	JOE A. GONSALVES & SON	160011	7/15/2022	AUG 2022 LEGISLATIVE SVCS	3,000.00	3,000.00
	Voucher:	17389						
17390	7/28/2022	00199	JURUPA COMMUNITY SERVICES	23875-003	7/6/2022	JCSD WATER CHARGES	530.35	
	Voucher:	17390		21933-002	7/6/2022	JCSD WATER CHARGES	412.30	
				23829-003	7/6/2022	JCSD WATER CHARGES	371.79	
				23342-003	7/6/2022	JCSD WATER CHARGES	324.96	
				28035-003	7/6/2022	9801 FAIRFOR (IRR)	216.12	
				25472-003	7/6/2022	JCSD WATER CHARGES	205.13	
				23828-003	7/6/2022	JCSD WATER CHARGES	201.63	
				40163-003	7/6/2022	IRR WATER CHARGES	115.41	
				23343-002	7/6/2022	JCSD WATER CHARGES	99.39	2,477.08

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17391	7/28/2022	00199	JURUPA COMMUNITY SERVICES	40264-002	7/13/2022	LLMD WATER CHARGES	944.83	
	Voucher:	17391		43074-002	7/13/2022	CFD WATER CHARGES	647.56	
				41884-002	5/30/2022	CFD WATER CHARGES	614.36	
				40893-002	7/13/2022	CFD WATER CHARGES	592.46	
				40265-002	7/13/2022	LLMD WATER CHARGES	555.40	
				43055-002	7/13/2022	LLMD WATER CHARGES	487.51	
				43864-002	7/13/2022	CFD IRR WATER CHARGES	421.81	
				41009-002	7/13/2022	LLMD WATER CHARGES	366.89	
				43927-003	5/30/2022	CFD WATER CHARGES	362.88	
				43381-002	6/30/2022	LLMD WATER CHARGES	349.54	
				40916-002	7/13/2022	LLMD WATER CHARGES	323.09	
				41885-002	7/13/2022	CFD WATER CHARGES	313.02	
				40164-002	7/13/2022	IRR WATER CHARGES	292.31	
				40895-002	7/13/2022	CFD WATER CHARGES	250.56	
				21722-002	7/13/2022	LLMD WATER CHARGES	250.56	
				43868-002	7/13/2022	CFD IRRI WATER CHARGES	189.38	
				21845-002	7/13/2022	LLMD WATER CHARGES	136.89	
				42064-002	7/13/2022	LLMD WATER CHARGES	89.84	
				21723-002	7/13/2022	LLMD WATER CHARGES	42.72	7,231.61
17392	7/28/2022	01968	KOA CORPORATION	JC2P011-2	6/8/2022	ATP GRANT SUPPORT SERVICE:	9,549.00	
	Voucher:	17392		JC2P011-1	5/12/2022	1ATP GRANT SUPPORT SERVICE	9,233.50	18,782.50
17393	7/28/2022	01369	MCE CORPORATION	2206003	7/7/2022	JUN 2022 MAINTENANCE SERVI(	53,500.00	
	Voucher:	17393		2206030	7/7/2022	JUNE 2022 ADDITIONAL WORK -	1,649.92	55,149.92
17394	7/28/2022	00848	MOBILE MODULAR STORAGE	300778949	6/20/2022	JULY 2022 STORAGE CONTAINE	243.52	
	Voucher:	17394		300783838	6/26/2022	JULY 2022 STORAGE CONTAINE	137.17	380.69
17395	7/28/2022	01517	OFFICE DEPOT, INC	254539803001	7/14/2022	JUL 2022 OFFICE SUPPLIES	882.49	
	Voucher:	17395		255181019001	7/13/2022	JUL 2022 OFFICE SUPPLIES	66.90	
				252516474001	7/7/2022	JUL 2022 OFFICE SUPPLIES	54.11	
				255188688001	7/13/2022	JUL 2022 OFFICE SUPPLIES ~	39.32	
				252820778002	7/8/2022	JUNE 2022 OFFICE SUPPLIES ~	32.31	
				255188687001	7/13/2022	JUL 2022 OFFICE SUPPLIES ~	20.24	1,095.37
17396	7/28/2022	00245	ORTIZ, ROGELIO	22456	6/15/2022	STAFF	751.56	751.56
	Voucher:	17396						
17397	7/28/2022	01585	PEPE'S INC	106252	6/14/2022	TOWING SERVICES - SHERIFF'S	100.00	100.00
	Voucher:	17397						

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17398	7/28/2022	01355	PRECISION SIGN AND GRAPHICS	6597	6/2/2022	SIGNAGE FOR JVOC	1,562.51	1,562.51
	Voucher:	17398						
17399	7/28/2022	00262	RIVSIDE CNTY DEPT ANIMAL SV	AN0000002513	7/15/2022	JUNE 2022 ANIMAL SVCS	124,694.08	124,694.08
	Voucher:	17399						
17400	7/28/2022	01261	RUBIDOUX COMMUNITY SVCS D	15058100-00	7/10/2022	RCSD LLMD WATER CHARGES	5,325.40	
	Voucher:	17400		15058200-00	7/10/2022	RCSD LLMD WATER CHARGES	5,084.50	
				15058000-00	7/10/2022	RCSD LLMD WATER CHARGES	3,044.88	
				15000000-00	7/10/2022	RCSD LLMD WATER CHARGES	1,569.55	
				15012980-01	7/10/2022	RCSD LLMD WATER CHARGES	929.62	
				15013000-01	7/10/2022	RCSD LLMD WATER CHARGES	484.32	
				15009200-02	7/10/2022	RCSD JVOC BLDG WATER CHAR	322.79	
				15009600-02	7/10/2022	RCSD JVOC BLDG IRRIGATION (	230.57	
				15009400-02	7/10/2022	RCSD JVOC BLDG CAR WASH C	202.28	
				15026710-00	7/10/2022	RCSD LLMD WATER CHARGES	168.38	
				15062100-00	7/10/2022	RCSD LLMD WATER CHARGES	90.92	
				15058400-00	7/10/2022	RCSD LLMD WATER CHARGES	46.06	17,499.27
17401	7/28/2022	03123	RYAN, KEVIN P.	010	7/21/2022	ARPA CONSULTANTS 7/12/22 - 7/	3,500.00	3,500.00
	Voucher:	17401						

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17402	7/28/2022	01253	SOFTSCAPES CORPORATION	2633	7/1/2022	APR 2022 LANDSCAPE MAINTEN	13,808.57	
	Voucher:	17402		2631	6/24/2022	MAR 2022 LANDSCAPE MAINTEN	5,332.30	
				2624	6/24/2022	MAR 2022 LANDSCAPE MAINTEN	4,527.13	
				2629	6/24/2022	MAR 2022 LANDSCAPE MAINTEN	4,387.31	
				2627	6/24/2022	MAR 2022 LANDSCAPE MAINTEN	3,863.26	
				2638	7/1/2022	APR 2022 LANDSCAPE MAINTEN	3,261.81	
				2628	6/24/2022	MAR 2022 LANDSCAPE MAINTEN	3,148.40	
				2634	7/1/2022	APR 2022 LANDSCAPE MAINTEN	3,048.52	
				2632	6/24/2022	MAR 2022 LANDSCAPE MAINTEN	2,715.51	
				2610	6/15/2022	MAR 2022 IRRIGATION REPAIRS	2,450.00	
				2609	6/15/2022	MAR 2022 IRRIGATION REPAIRS	2,053.00	
				2625	6/24/2022	MAR 2022 LANDSCAPE MAINTEN	1,996.17	
				2626	6/24/2022	MAR 2022 LANDSCAPE MAINTEN	1,888.18	
				2617	6/15/2022	APR 2022 IRRIGATION REPAIRS	1,404.50	
				2637	7/1/2022	APR 2022 LANDSCAPE MAINTEN	1,229.52	
				2614	6/15/2022	APR 2022 IRRIGATION REPAIRS	1,024.75	
				2615	6/15/2022	APR 2022 IRRIGATION REPAIRS	1,008.00	
				2616	6/15/2022	APR 2022 IRRIGATION REPAIRS	620.00	
				2613	6/15/2022	APR 2022 IRRIGATION REPAIRS	585.00	
				2611	6/15/2022	MAR 2022 IRRIGATION REPAIRS	565.00	
				2612	6/15/2022	MAR 2022 IRRIGATION REPAIRS	506.00	
				2635	7/1/2022	APR 2022 LANDSCAPE MAINTEN	351.51	
				2618	6/15/2022	APR 2022 IRRIGATION REPAIRS	262.50	
				2636	7/1/2022	APR 2022 LANDSCAPE MAINTEN	203.41	60,240.35
17403	7/28/2022	00100	THE GAS COMPANY	070722	7/7/2022	JUNE 2022 GAS SVCS - 5293 MIS	78.74	78.74
	Voucher:	17403						
17404	7/28/2022	01883	TRAFFIC MANAGEMENT INC.	874476	6/22/2022	CUSTOM TRAFFIC SIGNS	7,517.63	
	Voucher:	17404		875327	6/21/2022	SUPPLIES - HEAVY DUTY ANCHC	5,298.30	12,815.93
17405	7/28/2022	02946	U.S. BANK NATIONAL ASSOCIATI	6569205	6/24/2022	COP 2021 BLDG ACQUIS. PROJ.	1,300.00	1,300.00
	Voucher:	17405						
17406	7/28/2022	01991	VACANT PROPERTY SECURITY L	VPS189290	6/30/2022	JUL 2022 SECURITY EQUIPMENT	1,454.63	1,454.63
	Voucher:	17406						
17407	7/28/2022	01088	WEST COAST ARBORISTS, INC	187469	6/15/2022	JUNE 2022 TREE MAINTENANCE	5,283.00	5,283.00
	Voucher:	17407						

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17408	7/28/2022	02057	WEST VALLEY WATER DISTRICT	071222	7/12/2022	JUN 2022 - 1090 HALL	55.08	55.08
	Voucher:	17408						
17409	7/28/2022	00042	XCS DOCUMENT MGMT SOLUTIC	056604	7/11/2022	JUN 2022 COPY COSTS ID#1323	853.60	
	Voucher:	17409		056603	7/11/2022	JUNE 2022 COPY COSTS ID# 132	603.68	
				056602	7/11/2022	JUN 2022 COPY COSTS ID# 1323	510.00	1,967.28
17410	8/3/2022	01682	AUTOMATED GATE SERVICES, IN	72245477	7/6/2022	LABOR & MATERIALS #40 CHAIN	581.10	
	Voucher:			72452327	7/6/2022	#40 CHAIN & 5 MASTER LINKS F	157.80	738.90
17411	8/3/2022	02393	CHARTER COMMUNICATIONS, -	0984993071922	7/19/2022	AUG 2022 BUSINESS INTERNET	2,434.03	
	Voucher:			1034343072122	7/21/2022	AUG 2022 BUSINESS TV (7/21-8/	119.97	2,554.00
17412	8/3/2022	03277	CHIEH CHEN, YI	B22-000513	5/10/2022	B22-000513 BLDG REIMB	215.50	215.50
	Voucher:							
17413	8/3/2022	03195	CINTAS	4125475985	7/15/2022	JUL 2022 WEEKLY UNIFORM CLE	99.73	99.73
	Voucher:							
17414	8/3/2022	02761	CITYGATE ASSOCIATES, LLC	30985	7/31/2022	JUL 2022 POLICE DEPT. FEASIBI	4,348.78	4,348.78
	Voucher:							
17415	8/3/2022	01100	COLONIAL LIFE INS CO	45220900801245	8/1/2022	AUG 2022 EMP. CAFETERIA PLAI	6,759.80	6,759.80
	Voucher:							
17416	8/3/2022	00808	COUNTY OF RIVERSIDE, DEPT O	IT0000005352	6/30/2022	ADDRESSING FOR TR32722	57.38	57.38
	Voucher:							
17417	8/3/2022	00049	COUNTY OF RIVERSIDE, SHERIF	SH0000041418	6/30/2022	6/2/2022 - 06/30/2022 POLICE SEI	1,593,561.54	1,593,561.54
	Voucher:							
17418	8/3/2022	02303	EIDE BAILLY LLP	EI01356057	7/8/2022	JUNE 2022 PROGRESS BILLING:	10,000.00	
	Voucher:			E101356055	7/8/2022	JUN 2021 AUDIT FY20/21 FINAL E	2,000.00	12,000.00
17419	8/3/2022	02180	EMPIRE GROUP OF COMPANIES	60719	7/1/2022	CODE ENFORCE. DEPT. - BUSINI	476.33	
	Voucher:			60759	7/14/2022	CODE ENFORCE. DEPT. - BUSINI	68.51	544.84
17420	8/3/2022	00914	GRAINGER	9337202866	6/7/2022	EXECUTIVE CHAIR, HEAVY DUT	415.55	
	Voucher:			9364256470	7/1/2022	JVOC SAFETY SIGNS	96.35	
				9336644258	6/7/2022	HAZARDOUS WASTE DANGER S	31.87	
				9337833371	6/8/2022	HAZARDOUS WASTE SAFETY SI	27.70	571.47
17421	8/3/2022	01038	HDL COREN & CONE	SIN019944	7/18/2022	JULY - SEPT 2022 CONTRACT S\	4,132.48	4,132.48
	Voucher:							
17422	8/3/2022	03278	HERNANDEZ, EFREN	B22-000722	5/10/2022	B22-000722 BLDG REIMB.	267.50	267.50
	Voucher:							
17423	8/3/2022	01317	HERNANDEZ, ELIAS	B20-000563 CDWI	6/27/2022	B20-000563 CDWD REIMB.	1,000.00	1,000.00
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17424	8/3/2022	00827	INTERNATIONAL CODE COUNCIL	1001529338	7/8/2022	CODE BOOKS	196.00	196.00
	Voucher:							
17425	8/3/2022	03270	J&M TOWING OF NORCO	38318	6/3/2022	TOWING SERVICES - SHERIFF'S	100.00	
	Voucher:			38319	6/5/2022	TOWING SERVICES - SHERIFF'S	100.00	
				36794	6/12/2022	TOWIING SERVICES - SHERIFF'S	100.00	300.00
17426	8/3/2022	03088	LEACH, NETTA	B21-001992	5/10/2022	B21-001992 BLDG REIMB.	214.40	214.40
	Voucher:							
17427	8/3/2022	03279	NEWMAN, FRED	B21-002462 CDWI	5/31/2022	B21-002642 CDWD REIMB.	1,000.00	
	Voucher:			B22-000189	5/10/2022	B22-000189 BLDG REIMB.	211.00	1,211.00
17428	8/3/2022	03276	ORNELAS, RODGER	B22-000410	5/10/2022	B22-000410 BLDG REIMB.	396.90	396.90
	Voucher:							
17429	8/3/2022	00052	QUADIENT FINANCE USA, INC.	16739345	7/17/2022	IX 3-5-7 SERIES STD. INCK CART	171.33	
	Voucher:			167414192	7/19/2022	10" SINGLE WINDOW CERT. MAII	91.10	262.43
17430	8/3/2022	03275	RAMIREZ, IGNACIO	B21-001473	5/10/2022	B21-001473 BLDG REIMB.	108.41	108.41
	Voucher:							
17431	8/3/2022	00892	RICKS HEATING AND AIR CONDI	12760	7/13/2022	AC SERVICE - JVOC	140.00	140.00
	Voucher:							
17432	8/3/2022	00601	RIVERSIDE TRANSIT AGENCY	072922	7/29/2022	REPLENISH RTA BUS PASS - 30 I	285.00	285.00
	Voucher:							
17433	8/3/2022	03050	RODRIGUEZ, JOHN	B21-002462 CDWI	5/19/2022	B21-002462 CDWD REIMB.	1,200.00	
	Voucher:			B21-002462	5/19/2022	B21-002462 BLDG REIMB.	363.30	1,563.30
17434	8/3/2022	01273	SANTA ANA RIVER WATER COMP	4000-1	8/4/2022	LLMD WATER CHARGES	416.83	
	Voucher:			4002-1	8/4/2022	LLMD WATER CHARGES	335.48	
				4001-1	8/4/2022	LLMD WATER CHARGES	321.80	
				1534-4	8/4/2022	CFD 13-001 WATER CHARGES	112.52	1,186.63
17435	8/3/2022	02349	STERICYCLE, INC.	8001968635	7/18/2022	JUNE 2022 RECYCLE	104.95	104.95
	Voucher:							
17436	8/3/2022	03274	THOMAS BARBARA, SCUTT	B20-002167	5/10/2022	B20-002167 BLDG REIMB.	152.20	152.20
	Voucher:							
17437	8/3/2022	03183	TRUE CLEAN SOURCE	7	7/16/2022	7/11/22 - 7/15/22 JANITORIAL SVC	1,350.00	1,350.00
	Voucher:							
17438	8/3/2022	00698	VIRTUAL GRAFFITI, INC.	1275931	7/15/2022	SOPHOS ANTI-VIRUS RENEWAL	16,136.00	16,136.00
	Voucher:							
17439	8/3/2022	01088	WEST COAST ARBORISTS, INC	188045	6/30/2022	JUN 2022 (6/16/22 - 063022 TREE	3,220.00	3,220.00
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17440	8/3/2022	02816	WRAICH, BALWINDER	B21-002656	5/12/2002	B21-002656 BLDG REIMB.	93.00	93.00
	Voucher:							

Sub total for CHASE BANK: 5,050,328.16

73 checks in this report.

Grand Total All Checks: 5,050,328.16

Total 07/28/2022: $3,396,556.02

Total 08/03/2022: $1,653,772.14

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17441	8/10/2022	02632	AMERITAS LIFE INSURANCE COF	070122	7/1/2022	JUL 2022 VISION	684.56	684.56
	Voucher:							
17442	8/10/2022	01367	APSCREEN	14479	6/10/2022	EMPLOYMENT BACKGROUND C	160.00	
	Voucher:			14444	6/7/2022	EMPLOYMENT BACKGROUND C	115.00	
				14529	6/22/2022	EMPLOYMENT BACKGROUND C	80.00	
				14568	6/30/2022	EMPLOYMENT BACKGROUND C	80.00	435.00
17443	8/10/2022	01366	CALIFORNIA NEWSPAPERS PRTI	11516328-2	7/28/2022	PUBLIC SERVICES	140.88	140.88
	Voucher:							
17444	8/10/2022	01359	COUNTY OF RIVERSIDE, AUDITO	080322	8/2/2022	FY21/22 REVENUE NEUTRALITY	6,591,915.00	6,591,915.00
	Voucher:							
17445	8/10/2022	00049	COUNTY OF RIVERSIDE, SHERIF	SH0000041556	7/25/2022	RIVERSIDE COUNTY SHERIFF'S	108,097.00	108,097.00
	Voucher:							
17446	8/10/2022	01360	COUNTY OF RIVERSIDE, SHERIF	SH0000041454	7/8/2022	JUN 2022 EXTRA DUTY - COMMI	833.12	833.12
	Voucher:							
17447	8/10/2022	00836	DE LAGE LANDEN FINANCIAL SV	77052831	7/23/2022	JUL 2022 COPIER LEASE	1,422.86	1,422.86
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17448	8/10/2022	00015	EDISON - SOUTHERN CALIFORN	700381004324	8/1/2022	LMD STREET LIGHT ELECTRIC	1,182.30	
	Voucher:			700133835691	8/1/2022	CFD 14-002 STREET LIGHT ELEC	665.48	
				700186227314	8/1/2022	STREET LIGHT ELECTRIC	332.92	
				700396738936	8/1/2022	LMD STREET LIGHT ELECTRIC	258.53	
				700390998556	8/1/2022	LMD STREET LIGHT ELECTRIC	143.22	
				700404491458	8/1/2022	LMD STREET LIGHT ELECTRIC	135.67	
				700399867790	8/1/2022	LMD STREET LIGHT ELECTRIC	119.07	
				700393730724	8/1/2022	LMD STREET LIGHT ELECTRIC	96.42	
				700423128693	8/2/2022	CFD IRR ELECTRICAL CHARGES	63.27	
				700347917422	8/1/2022	CFD STREET LIGHT ELECTRIC	63.23	
				700032972768	8/1/2022	CFD STREET LIGHT ELECTRIC	63.23	
				700340926752	8/2/2022	LLMD ELECTRIC CHARGES	49.20	
				700395461061	8/1/2022	LMD STREET LIGHT ELECTRIC	48.31	
				700398319430	8/1/2022	LMD STREET LIGHT ELECTRIC	48.31	
				700404180856	8/1/2022	LMD STREET LIGHT ELECTRIC	48.31	
				700404381223	8/1/2022	LMD STREET LIGHT ELECTRIC	48.31	
				700406000921	8/1/2022	LMD STREET LIGHT ELECTRIC	31.70	
				700385257772	8/1/2022	LMD STREET LIGHT ELECTRIC	24.15	
				700398120982	8/1/2022	LMD STREET LIGHT ELECTRIC	24.15	
				700407261012	8/1/2022	LMD STREET LIGHT ELECTRIC	24.15	
				700336117875	8/1/2022	CFD STREET LIGHT ELECTRIC	24.15	
				700342882718	8/2/2022	LLMD ELECTRIC CHARGES	23.73	
				700109521734	8/2/2022	CFD STREET LIGHT ELECTRIC	21.45	
				700509164663	8/2/2022	CFD STREET LIGHT ELECTRIC	20.33	
				700386701557	8/1/2022	LMD STREET LIGHT ELECTRIC	15.77	3,575.36

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17449	8/10/2022	00015	EDISON - SOUTHERN CALIFORN	700386851202	8/1/2022	STREET LIGHT ELECTRIC	6,679.44	
	Voucher:			700111080101	7/29/2022	TRAFFIC SIGNAL ELECTRIC	2,238.26	
				700615190010	8/1/2022	CFD 2014-001 LIGHT ELECTRIC	741.10	
				700182611739	7/31/2022	STREET LIGHT ELECTRIC	608.21	
				700253324638	8/1/2022	CFD 2013-001 STREET LIGHT EL	189.86	
				700382170546	7/29/2022	CFD PED/IRR ELECTRICAL CHAF	154.22	
				700565016657	7/29/2022	LLMD ELECTRIC CHARGES	141.49	
				700023315511	8/1/2022	STREET LIGHT ELECTRIC	136.34	
				700133734550	8/1/2022	CFD 2013-001 STREET LIGHT EL	120.58	
				700259898511	8/1/2022	CFD STREET LIGHT ELECTRIC	117.14	
				700575074951	7/29/2022	TRAFFIC SIGNAL LIGHT ELECTR	106.78	
				700525999116	8/1/2022	STREET LIGHT ELECTRIC	94.92	
				700352590495	8/1/2022	CFD14-001 STREET LIGHT ELEC	94.92	
				700697014156	8/1/2022	CFD STREET LIGHT ELECTRIC	94.92	
				700374434693	8/1/2022	CFD STREET LIGHT ELECTRIC	92.48	
				700696987682	8/1/2022	CFD STREET LIGHT ELECTRIC	91.59	
				700564880958	7/29/2022	LLMD ELECTRIC CHARGES	89.88	
				700707985260	7/31/2022	CFD STREET LIGHT ELECTRIC	80.10	
				700329171665	8/1/2022	STREET LIGHT ELECTRIC	79.16	
				700185117975	8/1/2022	CFD STREET LIGHT ELECTRIC	69.13	
				700735264993	8/1/2022	JUL 2022 8013370046 PRAIRIE RI	68.62	
				700696986672	8/1/2022	CFD STREET LIGHT ELECTRIC	57.30	
				700696978588	8/1/2022	CFD STREET LIGHT ELECTRIC	47.48	
				700078039170	8/1/2022	STREET LIGHT ELECTRIC	31.70	
				700696987884	8/1/2022	CFD STREET LIGHT ELECTRIC	31.70	
				700696978184	8/1/2022	CFD STREET LIGHT ELECTRIC	31.70	
				700563513864	8/1/2022	STREET LIGHT ELECTRIC	15.77	12,304.79
17450	8/10/2022	01278	FAIR HOUSING CNCL OF RIVERS	01	8/4/2022	JUL 2022 FAIR HOUSING & LAND	1,887.72	1,887.72
	Voucher:							
17451	8/10/2022	00282	GALLS, LLC	021611956	7/11/2022	TACTICAL GEAR FOR SHERIFF'S	282.75	282.75
	Voucher:							
17452	8/10/2022	00033	HR GREEN	154439	7/28/2022	MAY 2022 PROF. SVCS	274,768.11	
	Voucher:			154534	7/29/2022	JUN 2022 PROF. SVCS	269,259.71	544,027.82
17453	8/10/2022	00199	JURUPA COMMUNITY SERVICES	21722-002	7/13/2022	LLMD WATER CHARGES	121.56	121.56
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17454	8/10/2022	00199	JURUPA COMMUNITY SERVICES	21846-002	7/27/2022	LLMD WATER CHARGES	1,129.38	
	Voucher:			23830-003	7/27/2022	LLMD WATER CHARGES	1,081.00	
				41535-002	7/27/2022	LLMD WATER CHARGES	912.20	
				30161-003	7/27/2022	LLMD WATER CHARGES	886.09	
				21844-002	7/27/2022	LLMD WATER CHARGES	800.88	
				21576-002	7/27/2022	LLMD WATER CHARGES	730.80	
				41542-002	7/27/2022	LLMD WATER CHARGES	706.51	
				42890-002	7/27/2022	LLMD WATER CHARGES	676.05	
				42322-002	7/27/2022	LLMD WATER CHARGES	557.59	
				24035-002	7/27/2022	LLMD WATER CHARGES	472.38	
				30160-003	7/27/2022	LLMD WATER CHARGES	344.99	
				15160-002	7/27/2022	WATER & SEWER	341.71	
				21573-004	7/27/2022	LLMD WATER CHARGES	296.98	
				21574-005	7/27/2022	LLMD WATER CHARGES	174.17	
				42271-002	7/27/2022	LLMD WATER CHARGES	165.34	
				34405-003	7/27/2022	LLMD WATER CHARGES	158.84	
				43371-002	7/27/2022	LLMD WATER CHARGES	130.37	
				30163-003	7/27/2022	LLMD WATER CHARGES	123.97	
				30162-003	7/27/2022	LLMD WATER CHARGES	117.40	
				21575-002	7/27/2022	LLMD WATER CHARGES	110.66	
				21562-002	7/27/2022	LLMD WATER CHARGES	106.28	
				37986-004	7/27/2022	LLMD WATER CHARGES	99.71	
				30159-003	7/27/2022	LLMD WATER CHARGES	62.48	
				22280-002	7/27/2022	LLMD WATER CHARGES	62.48	
				37985-003	7/27/2022	LLMD WATER CHARGES	49.29	
				41478-001	7/27/2022	WATER & SEWER	33.89	10,331.44
17455	8/10/2022	02649	KEENAN & ASSOCIATES	080122	8/1/2022	AUG 2022 MEDICAL INSURANCE	39,526.00	39,526.00
	Voucher:							
17456	8/10/2022	02993	LEGALSHIELD	071522	7/15/2022	JUL 2022 LEGAL SHIELD BENEFI	95.70	95.70
	Voucher:							
17457	8/10/2022	02988	MUNICIPAL DENTAL POOL	080122	8/1/2022	AUG 2022 DELTA DENTAL PPO	2,278.21	
	Voucher:			070122	7/1/2022	JUL 2022 DELTA DENTAL PPO	2,006.82	4,285.03

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17458	8/10/2022	01517	OFFICE DEPOT, INC	254496784001	7/20/2022	JUL 2022 OFFICE SUPPLIES	69.91	
	Voucher:			255981976001	7/18/2022	HEAVY DUTY STAPLER	61.17	
				256198636001	7/27/2022	JUL 2022 OFFICE SUPPLIES	53.93	
				254514723001	7/20/2022	JUL 2022 OFFICE SUPPLIES - HA	51.25	
				256897101001	7/22/2022	JUL 2022 OFFICE SUPPLIES	43.95	
				256136738001	7/20/2022	STAPLER HEAVY DUTY	43.55	
				256137375001	7/20/2022	JUL 2022 OFFICE SUPPLIES	11.29	
				256897847001	7/21/2022	JUL 2022 OFFICE SUPPLIES	10.98	
				256138767001	7/21/2022	HEAVY DUTY STAPLER	-61.17	284.86
17459	8/10/2022	00304	ORKIN SERVICES OF CALIFORNI	234662886	6/28/2022	JUN 2022 START-UP PEST CONT	420.00	420.00
	Voucher:							
17460	8/10/2022	02078	PATH OF LIFE MINISTRIES	Claim #2	6/30/2022	JUN 2022 PATH OF LIFE PSG - H(	9,761.62	9,761.62
	Voucher:							
17461	8/10/2022	02385	QUADIENT, INC.	16745485	7/25/2022	10" SINGLE WINDOW CERT. MAII	273.31	273.31
	Voucher:							
17462	8/10/2022	03123	RYAN, KEVIN P.	011	8/4/2022	ARPA CONSULTANT 7/25/2022 - 8	5,200.00	5,200.00
	Voucher:							
17463	8/10/2022	01516	SANTA FE BUILDING MAINTENAN	20739	6/30/2022	JUN 2022 SENIOR CENTER MAIN	1,348.00	1,348.00
	Voucher:							
17464	8/10/2022	02744	SILVER & WRIGHT, LLP	29882	7/1/2022	JUN 2022 LITIGATION SCVS-607:	3,648.15	
	Voucher:			29883	7/1/2022	JUN 2022 LITIGATION SVCS-GEN	216.00	
				29884	7/1/2022	JUN 2022 LITIGATION SVCS-GEN	90.00	3,954.15
17465	8/10/2022	02554	STANDARD INSURANCE COMPAN	080122	8/1/2022	AUG 2022 LIFE INSURANCE PRE	1,040.40	1,040.40
	Voucher:							
17466	8/10/2022	01883	TRAFFIC MANAGEMENT INC.	878504	6/30/2022	JUN 2022 CUSTOM SIGNS	3,313.68	3,313.68
	Voucher:							
17467	8/10/2022	03183	TRUE CLEAN SOURCE	8	7/28/2022	7/20/22 - 7/22/22 JANITORIAL SEF	810.00	810.00
	Voucher:							
17468	8/10/2022	03009	UNITED PET CARE LLC	30013267	8/1/2022	AUG 2022 PET INSURANCE BENI	69.00	69.00
	Voucher:							
17469	8/10/2022	01088	WEST COAST ARBORISTS, INC	188063	6/30/2022	06/30/22 TREE MAINTENANCE ~	770.00	770.00
	Voucher:							

Sub total for CHASE BANK: 7,347,211.61

29 checks in this report.

Grand Total All Checks: 7,347,211.61

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17470	8/17/2022	01782	AVANCE PUBLIC OUTREACH & C	062202	8/4/2022	JUN 2022 INTERPRETATION SVC	997.04	997.04
	Voucher:							
17471	8/17/2022	03287	BURMA, WYNN	BOND20-0007	6/13/2022	BOND20-0007 ENGINEERING RE	1,000.00	
	Voucher:			GP20-020	6/15/2022	GP20-020 ENGINEERING REIMB.	161.50	1,161.50
17472	8/17/2022	03195	CINTAS	4126191697	7/22/2022	JUL 2022 WEEKLY UNIFORM CLE	99.73	99.73
	Voucher:							
17473	8/17/2022	00024	CITY OF BREA, - ACCOUNT REC	ASIT001166	7/27/2022	JUNE 2022 IT SCVS	2,595.00	2,595.00
	Voucher:							
17474	8/17/2022	00196	CIVIC SOLUTIONS, INC	080522	8/5/2022	JUL 2022 PROF SVCS	143,533.75	143,533.75
	Voucher:							
17475	8/17/2022	00015	EDISON - SOUTHERN CALIFORN	700575534083	8/3/2022	PUMP STATION ELECTRIC	248.74	
	Voucher:			700575417683	8/3/2022	PUMP STATION ELECTRIC	40.94	
				700575357463	8/3/2022	PUMP STATION ELECTRIC	36.47	
				700576371418	8/3/2022	STREET LIGHT ELECTRIC	21.08	
				700575315532	8/3/2022	PUMP STATION ELECTRIC	20.66	
				700576159331	8/3/2022	PUMP STATION ELECTRIC	19.98	
				700575241669	8/3/2022	IRR ELECTRICAL CHARGES	18.90	
				700565103351	8/3/2022	PUMP STATION ELECTRIC	18.90	
				700576362324	8/3/2022	PUMP STATION ELECTRIC	18.90	
				700575163261	8/3/2022	IRR ELECTRICAL CHARGES	18.68	
				700575172153	8/3/2022	IRR ELECTRICAL CHARGES	18.68	
				700575195593	8/3/2022	STREET LIGHT ELECTRIC	18.68	
				700575262584	8/3/2022	IRR ELECTRICAL CHARGES	18.68	
				700576040204	8/3/2022	STREET LIGHT ELECTRIC	18.68	
				700576440833	8/3/2022	STREET LIGHT ELECTRIC	18.68	
				700576402538	8/3/2022	PUMP STATION ELECTRIC	17.69	574.34
17476	8/17/2022	00015	EDISON - SOUTHERN CALIFORN	700617789509	8/1/2022	CFD 2013-001 STREET LIGHT EL	1,892.49	1,892.49
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17477	8/17/2022	00015	EDISON - SOUTHERN CALIFORN	700324745536	8/5/2022	SIGNAL LIGHT ELECTRIC CHARG	84.60	
	Voucher:			700094412669	8/5/2022	TRAFFIC SIGNAL CHARGES	82.85	
				700094115003	8/5/2022	CFD TRAFFIC SIGNAL ELECTRIC	81.40	
				700316140626	8/5/2022	STREET LIGHT ELECTRIC	76.90	
				700197919854	8/5/2022	STREET LIGHT ELECTRIC (HAWI	73.46	
				700567128732	8/5/2022	STREET LIGHT ELECTRIC	56.64	
				700564966945	8/5/2022	STREET LIGHT ELECTRIC	39.55	
				700078631678	8/5/2022	TRAFFIC SIGNAL ELECTRIC	39.10	
				700557791066	8/5/2022	STREET LIGHT ELECTRIC	24.13	
				700427459341	8/5/2022	SIGNAL LIGHT ELECTRIC CHARG	23.08	
				700634177556	8/5/2022	STREET LIGHT ELECTRIC	21.20	
				700075482212	8/5/2022	SHOPS @ BELLEGRAVE CFD ST	19.12	
				700574030785	8/5/2022	STREET LIGHT ELECTRIC	19.12	
				700575084651	8/5/2022	STREET LIGHT ELECTRIC	18.90	
				700575118704	8/5/2022	STREET LIGHT ELECTRIC	18.90	
				700575153157	8/5/2022	STREET LIGHT ELECTRIC	18.68	
				700573959249	8/5/2022	PUMP STATION ELECTRIC	18.68	
				700573969050	8/5/2022	PUMP STATION ELECTRIC	18.68	
				700573994413	8/5/2022	PUMP STATION ELECTRIC	18.68	
				700199054653	8/5/2022	STREET LIGHT ELECTRIC (HAWI	14.96	768.63
17478	8/17/2022	00015	EDISON - SOUTHERN CALIFORN	700573948135	8/5/2022	PUMP STATION ELECTRIC	19.01	
	Voucher:			700316482752	8/5/2022	PUMP STATION ELECTRIC	17.43	36.44
17479	8/17/2022	02180	EMPIRE GROUP OF COMPANIES	60782	7/25/2022	CODE ENFORCE. DEPT - VINYL I	298.41	298.41
	Voucher:							
17480	8/17/2022	00199	JURUPA COMMUNITY SERVICES	23875-003	8/3/2022	JCSD WATER CHARGES	380.40	
	Voucher:			23829-003	8/3/2022	JCSD WATER CHARGES	369.45	
				40163-003	8/3/2022	IRR WATER CHARGES	338.42	
				23342-003	8/3/2022	JCSD WATER CHARGES	268.34	
				21933-002	8/3/2022	JCSD WATER CHARGES	239.87	
				25472-003	8/3/2022	JCSD WATER CHARGES	220.33	
				28035-003	8/3/2022	9801 FAIRFOR (IRR)	213.59	
				23828-003	8/3/2022	JCSD WATER CHARGES	183.30	
				23343-002	8/3/2022	JCSD WATER CHARGES	97.52	2,311.22
17481	8/17/2022	00017	JURUPA VALLEY CHAMBER OF, C	11212016-692	8/8/2022	GRANT PAYMENT FY 2021/2022	20,000.00	
	Voucher:			11212016-693	8/8/2022	COVID RELIEF MEMBERSHIP PR	171.00	20,171.00

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17482	8/17/2022	02971	MARSHACK HAYS LLP	14242	8/3/2022	JUL 2022 PROF SVCS - WESTER	164.75	
	Voucher:			14174	7/6/2022	JUN 2022 PROF SVCS - WESTER	77.00	241.75
17483	8/17/2022	00848	MOBILE MODULAR STORAGE	300804905	7/20/2022	JUL 2022 STORAGE CONTAINER	243.52	
	Voucher:			300799966	7/15/2022	JUL2022 STORAGE CONTAINER	125.10	368.62
17484	8/17/2022	03286	PRAMUKH ANAND INC.	MA20257	5/2/2022	MA20257 PLANNING REIMB.	2,046.49	2,046.49
	Voucher:							
17485	8/17/2022	03182	PYRITE INVESTMENTS, LLC	MA22010	4/22/2022	MA22010 PLAN REIMB	152.50	152.50
	Voucher:							
17486	8/17/2022	00052	QUADIENT FINANCE USA, INC.	073122	7/31/2022	JUL 2022 POSTAGE - NON DEPT.	3,065.79	3,065.79
	Voucher:							
17487	8/17/2022	01358	REACH OUT	96178	8/11/2022	FY2022-2023 GRANT FUNDING	30,000.00	30,000.00
	Voucher:							
17488	8/17/2022	00185	REGIONAL CONSERVATION AGE	IM1211	4/20/2022	JUN 2021 MSHCP FEES (INTERE	54.69	54.69
	Voucher:							
17489	8/17/2022	03260	RIVERSIDE COUNTY SHERIFF DE	0000000455	8/8/2022	JUL 2022 PSEC	310.68	310.68
	Voucher:							
17490	8/17/2022	02947	RSG, INC.	I009138	7/31/2022	JUL 2022 RSG2773 - I009138 HOU	481.25	481.25
	Voucher:							
17491	8/17/2022	02955	SAFETYNETT, INC.	55251	6/7/2022	JUNE 2022 HP CARTRIDGE TONI	3,334.83	
	Voucher:			55236	5/27/2022	MAY 2022 HP PRINTER TONER S	1,301.60	
				55262	6/20/2022	JUN 2022 HP PRINTER TONER S	467.64	
				55297	7/19/2022	JUL 2022 HP FUSER	429.92	5,533.99
17492	8/17/2022	01706	SOUTHWEST SITE SERVICES,IN	C90115	7/19/2022	AUG 2022 - JVOC	47.25	47.25
	Voucher:							
17493	8/17/2022	02380	SWAGIT PRODUCTIONS, LLC	SW-000072SI	7/31/2022	JUL 2022 VIDEO STREAMING SV	1,695.00	1,695.00
	Voucher:							
17494	8/17/2022	00100	THE GAS COMPANY	11992193976	8/4/2022	JUL 2022 GAS SVCS - CITY HALL	209.06	
	Voucher:			080522	8/5/2022	JUL 2022 GAS SVCS - 5293 MISS	59.95	269.01
17495	8/17/2022	01920	TOTALPLAN OF THE INLAND EMF	083293	5/12/2022	3-STRATA LITE DRAFTING STOO	1,338.26	1,338.26
	Voucher:							
17496	8/17/2022	01883	TRAFFIC MANAGEMENT INC.	881675	7/14/2022	CUSTOM TRAFFIC SIGNS	1,357.20	
	Voucher:			881673	7/14/2022	SUPPLIES- SIGN HARDWARE	278.20	1,635.40
17497	8/17/2022	00883	TYCO INTEGRATED SECURITY, L	37644242	7/19/2022	SECURITY SYSTEM - SERVICE C	20.42	20.42
	Voucher:							

Bank : chase CHASE BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
17498	8/17/2022	01991	VACANT PROPERTY SECURITY L	VPS190843	7/31/2022	JUL 2022 SECURITY EQUIP. REN	1,454.63	1,454.63
	Voucher:							
17499	8/17/2022	01236	WHITE CAP, L.P.	50019194396	7/20/2022	PW SUPPLIES (ASPHALT REPAIF	4,094.50	4,094.50
	Voucher:							

Sub total for CHASE BANK: 227,249.78

30 checks in this report.

Grand Total All Checks: 227,249.78

0079 A790-3990 City Of Jurupa Valley

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/05/22: $3,234.24

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	3,234.24
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	**3,234.24**
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	6,825.00
CASH REQUIRED FOR CHECK DATE 08/05/22	10,059.24

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex* ***at or after 12:01 A.M.*** *on transaction date.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
08/04/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	2,851.57	2,851.57
				EFT FOR 08/04/22		**2,851.57**
08/05/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	124.68	
				Fed Income Tax	23.75	
				Total Withholdings	**148.43**	
				Employer Liabilities		
				Medicare	124.66	
				CA Disability	94.58	
				CA Unemploy	14.40	
				CA Emp Train	0.60	
				Total Liabilities	**234.24**	382.67
				EFT FOR 08/05/22		**382.67**
				TOTAL EFT		**3,234.24**

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
08/05/22	Refer to your records for account Information		Payroll	Employee Deductions		
				457b EE Pretax	5,428.40	
				EE Post-Tax Other In	169.44	
				EE Pretax FSA	229.16	
				EE Pretax Other Ins	497.67	
				Med FSA EE Pretax	211.54	
				TO-PIA DEN EE PRE	63.79	
				Total Deductions	**6,600.00**	

0079 A790-3990 City Of Jurupa Valley

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/10/22: $313,127.45

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	313,127.45
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	**313,127.45**
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	89,360.87
CASH REQUIRED FOR CHECK DATE 08/10/22	402,488.32

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex* ***at or after 12:01 A.M.*** *on transaction date.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
08/09/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	237,245.39	237,245.39
					EFT FOR 08/09/22	**237,245.39**
08/10/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	4,822.69	
				Fed Income Tax	41,774.59	
				CA Income Tax	20,638.25	
				CA Disability	3,648.82	
				Total Withholdings	**70,884.35**	
				Employer Liabilities		
				Medicare	4,822.63	
				CA Unemploy	168.07	
				CA Emp Train	7.01	
				Total Liabilities	**4,997.71**	75,882.06
					EFT FOR 08/10/22	**75,882.06**
					TOTAL EFT	**313,127.45**

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
08/10/22	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	2,387.45	
				401a EE Catch Up	1,615.68	
				401a EE Pretax	7,024.23	
				457b EE Catch Up	150.00	
				457b EE Pretax	9,084.30	
				457b EE Roth	210.27	
				EE Post-Tax Other In	4,063.53	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/24/22: $241,912.28

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	241,912.28
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	**241,912.28**
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	39,818.90
CASH REQUIRED FOR CHECK DATE 08/24/22	281,731.18

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex* ***at or after 12:01 A.M.*** *on transaction date.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
08/23/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	190,887.83	190,887.83
					EFT FOR 08/23/22	**190,887.83**
08/24/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	3,749.07	
				Fed Income Tax	27,220.00	
				CA Income Tax	13,448.56	
				CA Disability	2,755.29	
				Total Withholdings	**47,172.92**	
				Employer Liabilities		
				Medicare	3,749.08	
				CA Unemploy	98.35	
				CA Emp Train	4.10	
				Total Liabilities	**3,851.53**	51,024.45
					EFT FOR 08/24/22	**51,024.45**
					TOTAL EFT	**241,912.28**

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
08/24/22	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	2,357.38	
				401a EE Catch Up	1,615.68	
				401a EE Pretax	6,988.20	
				457b EE Catch Up	150.00	
				457b EE Pretax	9,795.50	
				457b EE Roth	207.57	

RETURN TO AGENDA

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER BY:**
BY: **PAUL TOOR, DIRECTOR OF PUBLIC WORKS**

SUBJECT: **AGENDA ITEM NO. 11.C**

APPROVAL OF PARCEL MAP NO. 37842 LOCATED AT 5680 ASH STREET, INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION

RECOMMENDATION

It is recommended that the City Council:

1. Approve Parcel Map No. 37842 and accept the dedications as follows:
    a. Accept the offer of dedication of easement for ingress, egress, and emergency vehicle access over Parcels 1 and 2 inclusive as shown on Parcel Map No. 37842.
2. Authorize the Mayor and City Clerk to sign Parcel Map 37842.

BACKGROUND

Tentative Parcel Map 37842 was approved on September 25, 2020 (Planning Director Action) under Master Application No. MA17228. TPM37842 subdivides one 2.71-acre parcel into two lots; an undeveloped 1.96-acre lot and a 0.75-acre lot with an existing house.

In compliance with Title 7 of the Municipal Code, Subdivisions, the conditions of approval for this project require the applicant to underground poles and lines within the boundaries of the property, and within the public right-of-way adjacent to the property and extending to the first existing utility pole beyond the property's boundaries.

On October 1, 2020, the City Council adopted Ordinance No. 2020-12, amending Section 7.50.010 of the Code related to undergrounding of existing and new utility lines. The

Ordinance states that any developer may request a waiver of all or a portion of the requirements.

On March 18, 2021, City Council approved the waiver of the undergrounding requirement for utility lines and poles within, serving, and along the frontage of a proposed two-lot subdivision TPM37842.

Staff has reviewed Parcel Map No. 37842 and finds that it is in substantial conformance with the approved Tentative Map. This action approves the Parcel Map and accepts offers of dedication dedicated on the map.

ANALYSIS

There are no public infrastructure improvements associated with the approval of Final Parcel Map No. 37842.

Survey monumentation was completed for Parcel Map No. 37842 and the surveyor of record provided a monumentation certificate for the subdivision. Staff has field verified the completion of the monumentation per the approved Parcel Map No. 37842 Exhibit.

Pursuant to the provisions of the Subdivision Map Act and the City Municipal Code Title 7, Parcel Maps require City Council action for approval, denial, or modifications. Per the Subdivision Map Act Section 66474.1, a legislative body shall not deny approval of a Parcel Map if it was previously approved as a Tentative Parcel Map for the proposed subdivision and if it finds that the Parcel Map is in substantial compliance with the previously approved Tentative Parcel Map. Staff recommends that the City Council approve Parcel Map No. 37842 and accept the offers of dedication.

FISCAL IMPACT

The applicant placed a deposit with the City for review and processing of the final map exhibit.

No impact to the City's General Fund is anticipated from the approval of the subdivision.

ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

Prepared by:

Mike Connor
Staff Engineer

Reviewed by:

Paul Toor
Public Works Director/City Engineer

Reviewed by:

Connie Cardenas
Director of Administrative Services

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. Exhibit #1 Parcel Map No. 37842
2. Exhibit #2 Monumentation Certification

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP 37842

BEING A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT No. 4341, RECORDED JUNE 4, 2001
AS DOCUMENT# 2001–248244, IN THE OFFICE OF THE COUNTY RECORDER
OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 22, T.2.S, R.6.W, S.B.M.

FOREFRONT LAND SURVEYING MARCH 2021

LOT INFORMATION

NUMBERED PARCELS = 2
LETTERED PARCELS = 2
GROSS AREA = 2.85 ACRES
NET AREA = 2.71 GROSS

OWNER'S STATEMENT

I HEREBY STATE I AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT I CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "A" AND LOT "B", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

BY: _____

NAME: JESSE N. BREWER
TITLE: OWNER

BENEFICIARY

MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. (MERS), SOLELY AS NOMINEE FOR BANK OF AMERICA, N.A., A NATIONAL ASSOCIATION, BENEFICIARY UNDER DEED OF TRUST RECORDED DECEMBER 30, 2016 AS INSTUMENT NO. 2016–0586000, O.R.

BY: _____
TITLE:

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED:

MUTUAL RIGHTS OF WAY RESERVED TO THE STEARNS RANCHO COMPANY & JURUPA LAND AND WATER COMPANY, THEIR SUCCESSORS OR ASSIGNS.

A BLANKET EASEMENT FOR THE BENEFIT OF SOUTHERN SIERRAS POWER COMPANY FOR ELECTRICAL DISTRIBUTION PURPOSES, RECORDED MAY 26, 1927 IN BOOK 721, PAGE 8 OF DEEDS.

COVENANTS, CONDITIONS, RESTRICTIONS, AND A BLANKET EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF LOS ANGELES TRUST COMPANY, RECORDED MAY 17, 1927 IN BOOK 713, PAGE 415 OF DEEDS.

AN EASEMENT FOR THE BENEFIT OF SOUTHERN SIERRAS POWER COMPANY FOR ELECTRICAL DISTRIBUTION PURPOSES, RECORDED MARCH 23, 1928 IN BOOK 755, PAGE 361 OF DEEDS (SHOWN HEREON).

A BLANKET EASEMENT FOR THE BENEFIT OF JURUPA HEIGHTS WATER COMPANY FOR WATER PIPELINE PURPOSES, RECORDED JULY 10, 1929 IN BOOK 819, PAGE 384 OF DEEDS.

NOTARY ACKNOWLEDGMENT

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 _____
COUNTY OF _____
ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____, 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.

I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

PRINT NAME _____

MY COMMISSION NUMBER IS: _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

NOTARY ACKNOWLEDGMENT

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 _____
COUNTY OF _____
ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____, 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.

I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

PRINT NAME _____

MY COMMISSION NUMBER IS: _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, ESTIMATED TO BE $_____

DATED: _____

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER, ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____,20___

CASH OR SURETY TAX
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____ AT ____ ___.M.
IN BOOK _____ OF PARCEL MAPS, AT PAGES _____,
AT THE REQUEST OF THE CITY CLERK OF THE CITY OF JURUPA VALLEY.
NO._____
FEE: $_____
PETER ALDANA, ASSESSOR–COUNTY CLERK–RECORDER
BY: _____, DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE INSURANCE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JESSE BREWER IN MARCH 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: _____ ,20 _____

DALE K. BREWER, PLS 5653

LICENSED LAND SURVEYOR
DALE KEITH BREWER
NO. 5653
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, VIRPAL SINGH TOOR, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY OF JURUPA VALLEY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ ,20 _____

VIRPAL SINGH TOOR, R.C.E. 46281
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
VIRPAL S. TOOR
NO. 46281
CIVIL
STATE OF CALIFORNIA

I, MICHAEL D. MYERS, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____ ,20 _____

MICHAEL D. MYERS, R.C.E. 30702
CITY SURVEYOR

REGISTERED PROFESSIONAL ENGINEER
MICHAEL D. MYERS
NO. 30702
CIVIL
STATE OF CALIFORNIA

CITY COUNCIL'S STATEMENT

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THIS PARCEL MAP AND ACCEPTS THE OFFER OF DEDICATION MADE HERON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFER IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID STREETS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS COUNCIL ADOPED BURSUANT TO SECTION 1806 OF THE STREETS AND HIGHWAYS CODE.

THE EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES LOT "A" AND LOT "B" ASH STREET.

DATE _____, 2022
CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

BY: _____,
CHRIS BARAJAS, MAYOR

ATTEST:
CITY CLERK

BY: _____
VICTORIA WASKO, CITY CLERK

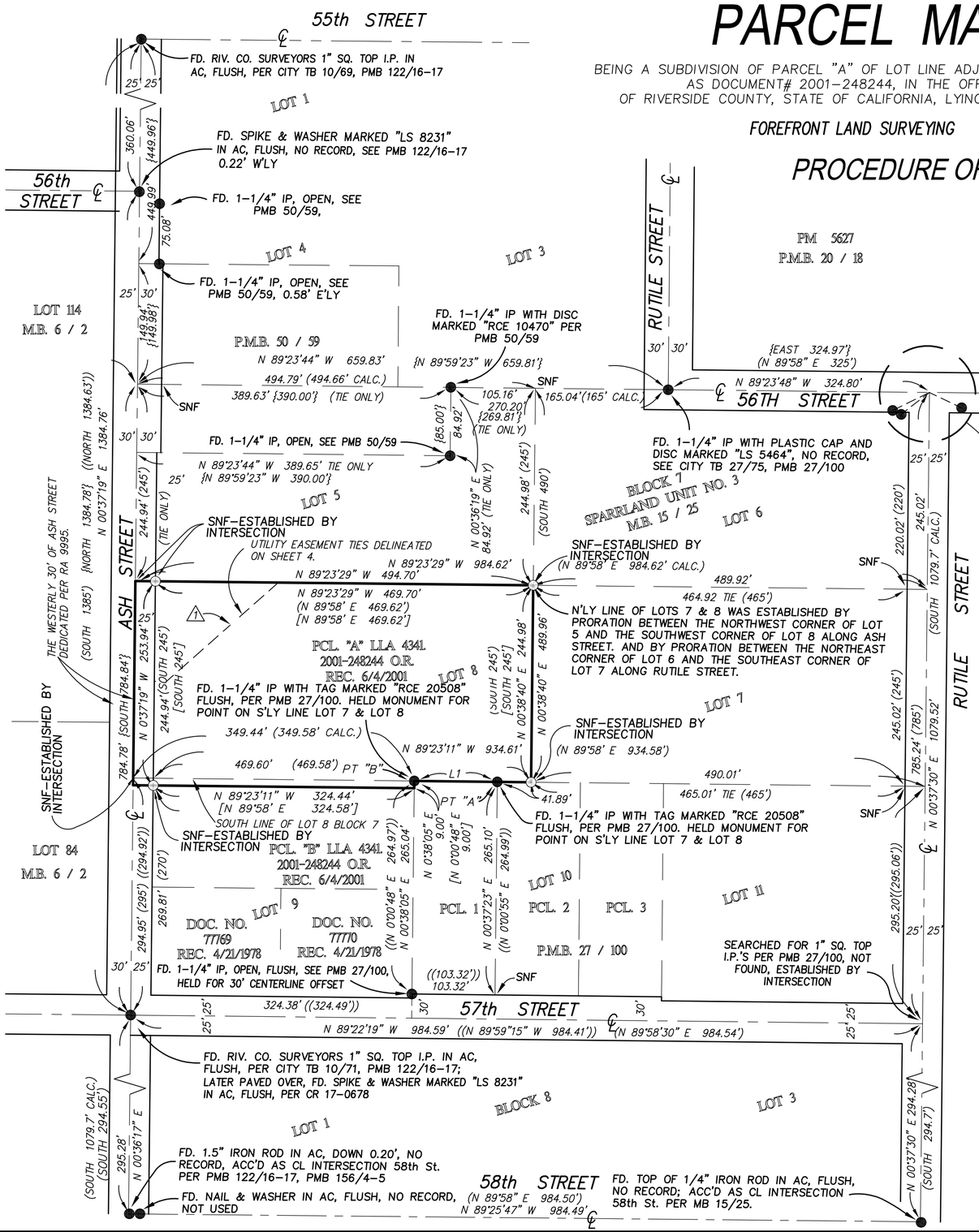
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP 37842

BEING A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT No. 4341, RECORDED JUNE 4, 2001 AS DOCUMENT# 2001-248244, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 22, T.2.S, R.6.W, S.B.M.

FOREFRONT LAND SURVEYING MARCH 2021

PROCEDURE OF SURVEY



MONUMENT NOTES & LEGEND

- ● INDICATES FOUND MONUMENT AS NOTED
- ▲ INDICATES CORS STATION AS NOTED
- ( ) INDICATES RECORD DATA PER MAP BK. 15, PG. 25
- [ ] INDICATES RECORD DATA PER LLA DOC# 2001-248244
- { } INDICATES RECORD DATA PER PMB 27/100, P.M.B. 50, PG. 59
- (( )) INDICATES RECORD DATA PER PMB 27/100, P.M.B. 27, PG. 100
- [[ ]] INDICATES RECORD DATA PER CR170568 DOC. NO. 17-0664.
- SNF INDICATES SEARCHED FOR, NOT FOUND; ESTABLISHED BY INTERSECTION
- M1 INDICATES FOUND LEAD, TACK & TAG "LS 8231" IN MOW CURB PER CR170568 DOC. NO. 17-0664.
- M2 INDICATES FOUND NAIL & WASHER, STAMPED "LS 8231" IN TOP OF AC BERM PER CR170568 DOC. NO. 17-0664.

PROJECT BOUNDARY
RIGHT OF WAY
LOT LINE
CENTERLINE

NOTE: ALL DISTANCES SHOWN TO CENTERLINE ARE PERPENDICULAR TO CENTERLINE AND / OR RIGHT OF WAY.

100 0 100 200

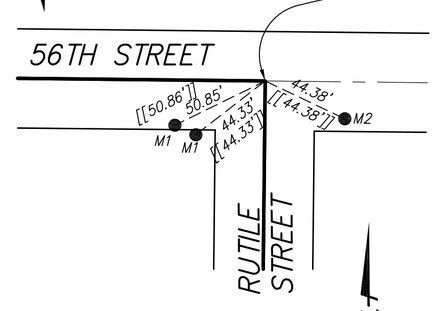
SCALE: 1"=100'

SEE SHEET 3 FOR BASIS OF BEARINGS

LINE DATA:

LINE	BEARING	DISTANCE
L1	N 89°23'11" W [N 89°58' E	103.27' 103.33']

Fd. (4) NAIL TIES, NO RECORD, MAG NAIL AND WASHER, STAMPED "LS 8231" PER CR170568, SEARCH FOR NOT FOUND. USED TIES SHOWN THEREON TO ESTABLISH CENTERLINE INTERSECTION OF 56TH STREET AND RUTILE STREET.



DETAIL "A"
SCALE: 1"=50'

EASEMENT NOTES

MUTUAL RIGHTS OF WAY RESERVED TO THE STEARNS RANCHO COMPANY & JURUPA LAND AND WATER COMPANY, THEIR SUCCESSORS OR ASSIGNS.

A BLANKET EASEMENT FOR THE BENEFIT OF SOUTHERN SIERRAS POWER COMPANY FOR ELECTRICAL DISTRIBUTION PURPOSES, RECORDED MAY 26, 1927 IN BOOK 721, PAGE 8 OF DEEDS.

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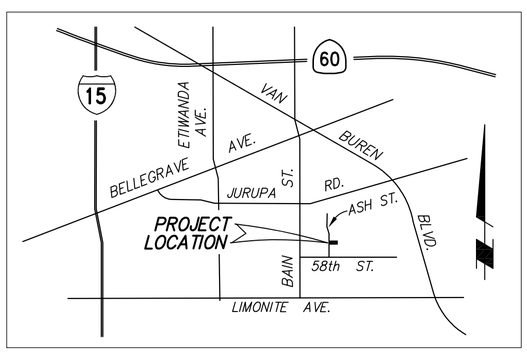


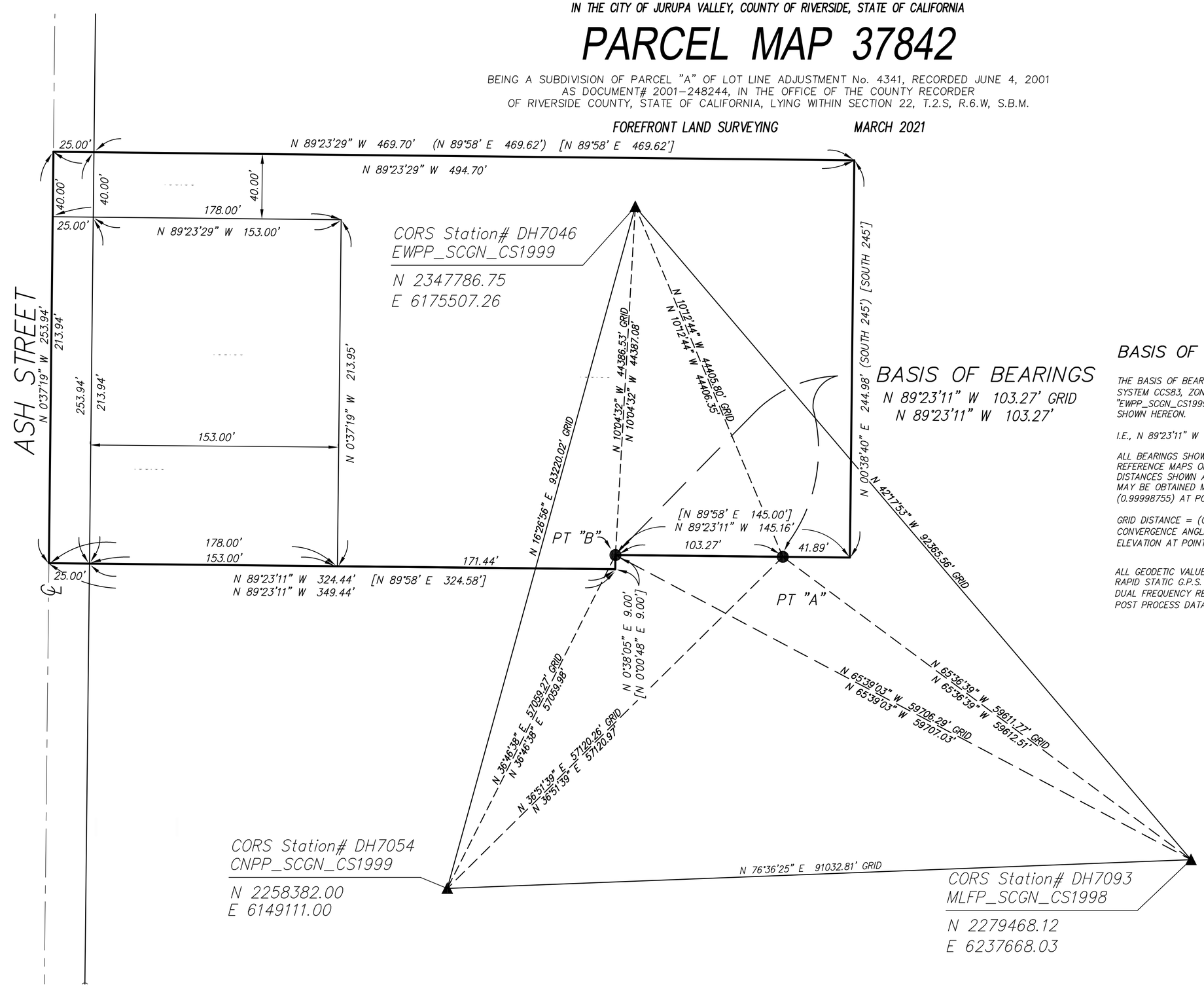
VICINITY MAP
NOT TO SCALE

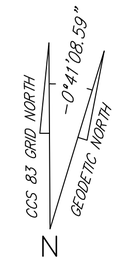
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP 37842

BEING A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT No. 4341, RECORDED JUNE 4, 2001
AS DOCUMENT# 2001–248244, IN THE OFFICE OF THE COUNTY RECORDER
OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 22, T.2.S, R.6.W, S.B.M.

FOREFRONT LAND SURVEYING MARCH 2021





BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS: "MLFP_SCGN_CS1998", "EWPP_SCGN_CS1999", AND "CNPP_SCGN _CS1999", NAD83 (NSRS2011) EPOCH 2010.00 AS SHOWN HEREON.

I.E., N 89°23'11" W

ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED MULTIPLYING THE GROUND DISTANCE BY THE COMBINED SCALE FACTOR (0.99998755) AT POINT "A".

GRID DISTANCE = (GROUND DISTANCE) x (COMBINED SCALE FACTOR)
CONVERGENCE ANGLE AT POINT "A" IS: –0°41'08.59"
ELEVATION AT POINT "A" IS 754.02 FEET (NAVD88 DATUM).

ALL GEODETIC VALUES FOR THE MONUMENTS SHOWN HEREON WERE ESTABLISHED USING RAPID STATIC G.P.S. RELATIVE POSITIONING METHODS. MONUMENTS WERE OCCUPIED BY DUAL FREQUENCY RECEIVERS AND ONLINE POSITIONING USER SERVICE (OPUS) WAS USED TO POST PROCESS DATA AT POINT "A".

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP 37842

BEING A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT No. 4341, RECORDED JUNE 4, 2001
AS DOCUMENT# 2001–248244, IN THE OFFICE OF THE COUNTY RECORDER
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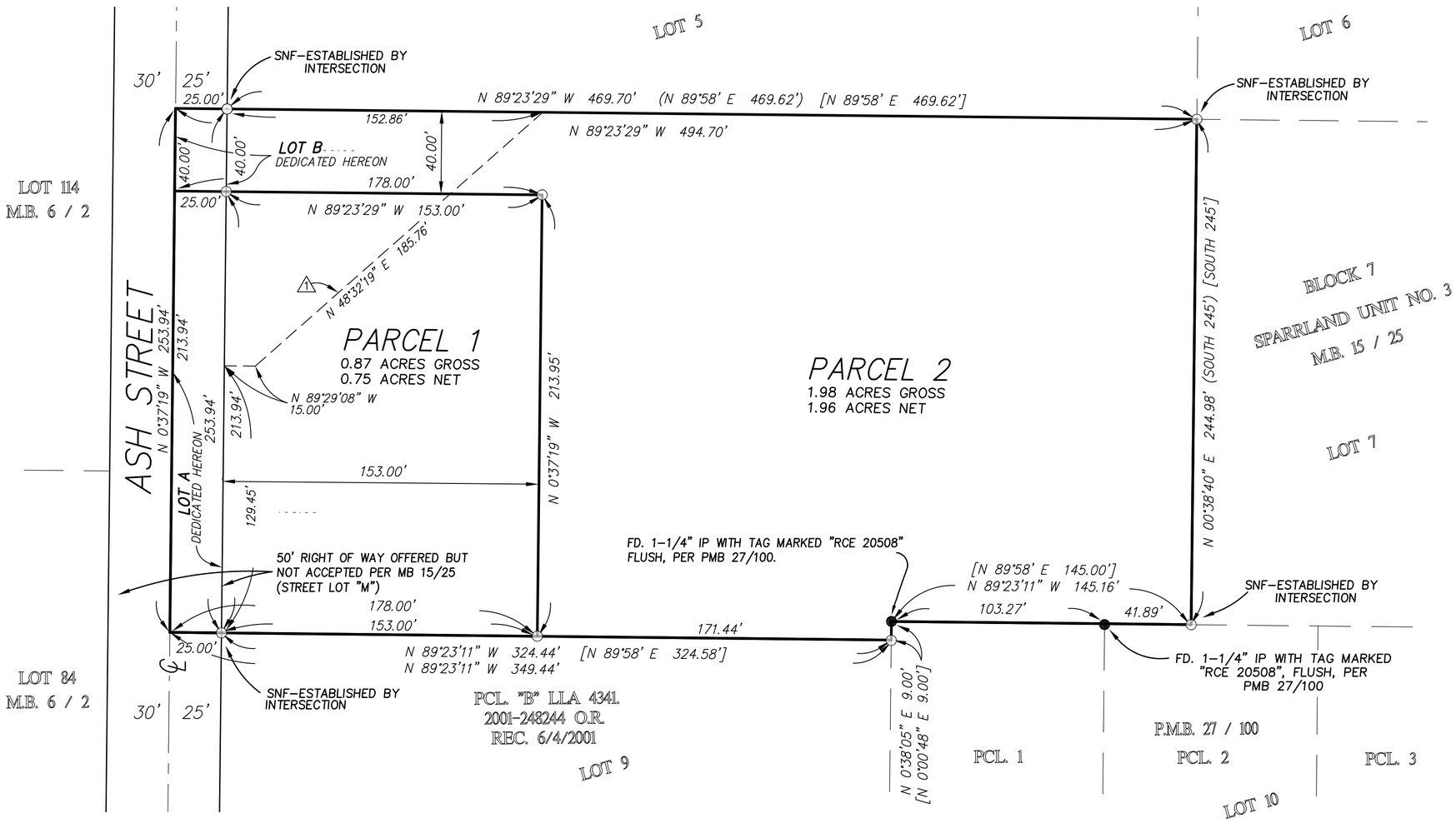
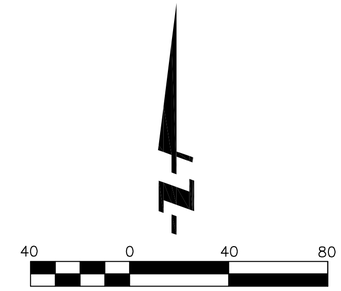
FOREFRONT LAND SURVEYING MARCH 2021





SCALE: 1"=40'

SURVEYOR'S NOTES

- ● INDICATES FOUND MONUMENT AS NOTED
- ○ INDICATES SET 1–1/2" I.P. WITH DISC MARKED "LS 5653", FLUSH
- ( ) INDICATES RECORD DATA PER MAP BK. 15, PG. 25
- [ ] INDICATES RECORD DATA PER LLA DOC# 2001–248244
- SNF INDICATES SEARCHED FOR, NOT FOUND; ESTABLISHED BY INTERSECTION
- PROJECT BOUNDARY
- RIGHT OF WAY
- LOT LINE
- ℄ CENTERLINE

NOTE: ALL DISTANCES SHOWN TO CENTERLINE ARE PERPENDICULAR TO CENTERLINE AND / OR RIGHT OF WAY.

MONUMENT & ESTABLISHMENT NOTES, SURVEYOR'S NOTES, MAP REFERENCES SEE SHEET 2

BASIS OF BEARINGS SEE SHEET 3

EASEMENT NOTES

MUTUAL RIGHTS OF WAY RESERVED TO THE STEARNS RANCHO COMPANY & JURUPA LAND AND WATER COMPANY, THEIR SUCCESSORS OR ASSIGNS.

A BLANKET EASEMENT FOR THE BENEFIT OF SOUTHERN SIERRAS POWER COMPANY FOR ELECTRICAL DISTRIBUTION PURPOSES, RECORDED MAY 26, 1927 IN BOOK 721, PAGE 8 OF DEEDS.

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FOREFRONT
LAND SURVEYING

July 14, 2022

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

Attention: Joel Jimenez

Subject: Monumentation Certificate

Reference: FPM37842

This letter is to inform you that on July 9, 2022, all the monuments shown as being set on FPM37842 were set by me. All the monuments are of the character delineated on FPM37842. If you have any questions, please do not hesitate to contact me.

Thank you,

Dale Keith Brewer, PLS 5653

LICENSED LAND SURVEYOR
DALE KEITH BREWER
NO. 5653
STATE OF CALIFORNIA

318 State Place Escondido CA 92029
(760)738-8804 Fax (760) 738-8820

RETURN TO AGENDA

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**
BY: **PAUL TOOR, PUBLIC WORKS DIRECTOR**

SUBJECT: **AGENDA ITEM NO. 11.D**

AWARD OF CONSTRUCTION AGREEMENT TO VANCE CORPORATION FOR 2021-2022 CITYWIDE PAVEMENT REHABILITATION, CIP #21101

RECOMMENDATION

1. That the City Council approve and award a construction agreement to Vance Corporation in the amount of $2,078,482.50 for the 2021-2022 Citywide Pavement Rehabilitation, CIP #21101, for the work included in its bid proposal and authorize the City Manager to execute the Agreement in the form attached hereto; and

2. Authorize the City Manager to execute any subsequent related minor amendments to the Agreement with Vance Corporation, up to 10% as contingency to cover the cost of any unforeseen conditions.

BACKGROUND

At its regular meeting on August 18, 2022, the City Council approved the Fiscal Year 2022-2023 through Fiscal Year 2026-2027 Capital Improvement Program ("CIP"). The 2021-2022 Citywide Pavement Rehabilitation, CIP #21101 was included in the previous five-year CIP and subsequently carried over to the most recently adopted CIP.

The 2021-2022 Citywide Pavement Rehabilitation project involves several streets, including sections of Jurupa Road, Rubidoux Boulevard, and Limonite Avenue. The project scope consists of grinding and overlaying the street, reconstruction of curb and gutter, sidewalk, driveway approach, paving with rubberized asphalt pavement, and adjusting the manholes and water valves to grade and striping.

On June 28, 2022, a Notice Inviting Bids was published in PlanetBids, the City's online web-based procurement and bidding system. One addendum was issued during the solicitation period.

ANALYSIS

Formal bidding procedures were followed in conformance with the Public Contract Code. Five (5) bids were received on August 9, 2022, and bids were opened soon after 2:00 p.m. with the following results:

Bidder	Total Amount
1. Vance Corporation, Beaumont, CA	$2,078,482.50
2. Hardy & Harper, Lake Forest, CA	$2,360,000.00
3. Cal Mex Engineering, Bloomington, CA	$2,534,310.00
4. All American Asphalt, Corona, CA	$2,612,943.00
5. R.J. Noble, Orange, CA	$2,716,522.00

All bids were reviewed for accuracy and completeness. Vance Corporation is the lowest responsive and responsible bidder with a bid in the amount $2,078,482.50. Vance Corporation is a reputable construction company who has successfully completed public works projects in the Inland Empire and their work and references were found to be satisfactory. The Engineer's cost estimate for this project was $1,840,000.00.

City Public Works/Engineering Department Staff will provide construction management. Inspection services will be performed by an engineering consultant, which includes monitoring compliance with contract documents, including temporary construction traffic control, preparation of monthly progress payment reports, and various administrative activities related to the project.

The project was evaluated in accordance with the California Environmental Quality Act (CEQA) and determined to be exempt as it is a maintenance project.

If approved, the Agreement will be administered by the Public Works/City Engineering Department Staff.

The project locations are Limonite from Felspar Street to Pedley Road, Jurupa road from Agate Street to Galena Street, Rubidoux from Highway 60 to 29th Street and Agate Street from Jurupa Road to Mission Boulevard.

FINANCIAL IMPACT

The anticipated project construction cost is $2,300,000.00, which includes the 10% contingency to cover the unforeseen field conditions, construction inspection services as well as the engineering testing materials. The project is funded by Road Maintenance and Rehabilitation Account (RMRA) SB1 and Measure "A" funds as part of CIP project 21101 22102. The budgeted funds are sufficient to cover the cost of the project and the necessary support services.

ALTERNATIVES

1. Do not approve Agreement and related actions.
2. Provide alternative direction to Staff.

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

Prepared by:

Kahono Oei
Senior Civil Engineer

Reviewed by:

Paul Toor
Public Works Director/City Engineer

Reviewed by:

Connie Cardenas
Director of Administrative Services

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) Agreement, Project CIP # 21101, 2021-2022 Citywide Pavement Rehabilitation

AGREEMENT

PROJECT NO. 21101

CITYWIDE PAVEMENT REHABILITATION
Limonite Avenue – Felspar Street to Pedley Road
Jurupa Road – Agate Street to Galena Street
Rubidoux Boulevard – State Route 60 to 29th Street
Agate Street – Jurupa Road to Mission Boulevard

THIS Agreement, made and entered into the 1st day of September, 2022, by and between the City of Jurupa Valley, a municipal corporation, hereinafter called the "City" and **Vance Corporation**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services, except as otherwise provided in the Plans or Special Provisions, in a good and workmanlike manner for the project identified as **Citywide Pavement Rehabilitation** ("Project"), in accordance with this Agreement. The complete Agreement includes all of the Documents as if set forth in full herein, to wit, including the Agreement, any and all Contract Change Orders issued after the execution of the Agreement, Addenda No(s). **1** issued prior to the opening of the Bids, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance (the "Documents"), all of which are essential parts of the Agreement between City and Contractor and are hereby made a part of this Agreement. In the event of any conflict in the provisions thereof, the terms of said Documents as set forth above shall control, each over the other, in the order provided.

2. **Compensation.** The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **two million seventy-eight thousand four hundred eighty-two dollars and fifty cents, ($2,078,482.50),** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under the Documents.

3. **Payments.** City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

   A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

4. **Time.** The Contractor hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within **Fifty-five (55) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. **Liquidated Damages.** The City and Contractor hereby agree that in case all construction called for under the Agreement is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

   It is, therefore, agreed that such damages shall be presumed to be in the amount of **$1,000.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. **Insurance.** The Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect: (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of $2,000,000.00 combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts by the Contractor, its officers, representatives, volunteers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of $1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of $1,000,000.00; and (4) workers' compensation insurance with a minimum limit of $1,000,000.00 or the amount required by law, whichever is greater.

   Acceptable insurance coverage shall be from an admitted corporate surety insurer licensed in the State of California, approved by the City, and with a rating of, or equivalent to, A:VII by A.M. Best & Company.

   Any deviation from this rule shall require specific approval, in writing, from the City.

   All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days prior written notice thereof by certified mail, return receipt requested. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

   The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.

The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum workers' compensation insurance requirements above, and (2) insurance policy endorsements not less than one (1) day prior to beginning of performance under this Agreement.

Any deductibles must be declared to and approved by the City.

The general liability and automobile liability policies must contain or be endorsed to contain the following provisions: "The City of Jurupa Valley and their officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed on behalf of the City of Jurupa Valley, including materials, parts or equipment furnished in connection with the work or operations."

The insurance provided by Contractor shall be primary to any coverage available to the City.

The Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required herein. All certificates and endorsements are to be received and approved by the City before work commences. The City may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. **Bonds.** The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Agreement pursuant to Section 9550 of the Civil Code.

8. **Contractor's Guarantee.** The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. **Prevailing Wages.** 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 this Contractor 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. Contractor 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. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of $200.00 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 Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

   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.

10. **Third Party Claims.** City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

11. **Antitrust Claims.** Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

12. **Claim Dispute Resolution.** In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters

    All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

13. **Debarred, Suspended or Ineligible Contractors.** Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.

14. **Conflicts of Interest.** Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor “financially interested,” as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

15. **Trenching and Excavations.** If the project involves trenching more than four (4) feet deep, Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing

of any: material that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if the City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the work, the City shall issue a change order.

16. **Utilities.** The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.

17. **Location of Existing Elements.** The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

18. **Wage and Hour Laws.** The Contractor shall, as a penalty, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Agreement for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813. As provided for in California Labor Code Section 1810, a legal day's work is 8 hours of labor in any one calendar day.

19. **Audits.** The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

20. **Entire Agreement.** This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

21. **Termination.** This Agreement may be canceled by the City at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

22. **Substitution of Securities.** Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Jurupa Valley to ensure performance under this Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Jurupa Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit

accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after this Agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300, of the Public Contract Code.

23. **Indemnification.** To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Jurupa Valley and their officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, incidental to, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Contractor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

24. **Assignment.** The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

25. **Attorney's Fees.** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

26. **Worker's Compensation Insurance.** By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

27. **Effective Date.** The effective date of this Agreement shall be the date of the Award of Contract by the City of Jurupa Valley.

28. **Contractor's License.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 21101

CITY OF JURUPA VALLEY,
Municipal Corporation

BY: _____
Rod Butler, City Manager, City of Jurupa Valley

DATE: _____

VANCE CORPORATION

License No./
Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 21101

CITYWIDE PAVEMENT REHABILITATION
Limonite Avenue – Felspar Street to Pedley Road
Jurupa Road – Agate Street to Galena Street
Rubidoux Boulevard – State Route 60 to 29th Street
Agate Street – Jurupa Road to Mission Boulevard

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City," has awarded to **Vance Corporation**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 21101, Citywide Pavement Rehabilitation** is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Jurupa Valley, County of Riverside in the penal sum of **two million seventy-eight thousand four hundred eighty-two dollars and fifty cents, ($2,078,482.50),** lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 21101

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2022.

CONTRACTOR	**SURETY**
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2022

_____
City Attorney
City of Jurupa Valley

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 21101

CITYWIDE PAVEMENT REHABILITATION
Limonite Avenue – Felspar Street to Pedley Road
Jurupa Road – Agate Street to Galena Street
Rubidoux Boulevard – State Route 60 to 29th Street
Agate Street – Jurupa Road to Mission Boulevard

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City", has awarded to **Vance Corporation**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 21101, Citywide Pavement Rehabilitation** is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Jurupa Valley, County of Riverside, in the penal sum of **two million seventy-eight thousand four hundred eighty-two dollars and fifty cents, ($2,078,482.50),** lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 21101

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2022.

CONTRACTOR	**SURETY**
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2022

_____
City Attorney
City of Jurupa Valley

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

RETURN TO AGENDA

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**
BY: **CONNIE CARDENAS, ADMINISTRATIVE SERVICES DIRECTOR**

SUBJECT: **AGENDA ITEM NO. 11.E**

RESOLUTION ADOPTING CREDIT CARD CONVENIENCE FEE

RECOMMENDATION

1) That the City Council adopt Resolution No. 2022-99, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING THE ACCEPTANCE OF PAYMENTS OF FEES, FINES, SERVICES AND OTHER DEBTS TO THE CITY BY CREDIT CARD AND ESTABLISHING THE CREDIT CARD CONVENIENCE FEE TO BE COLLECTED FOR THE USE OF A CREDIT CARD

BACKGROUND

City staff reviews the City's business practices and looks for opportunities to reduce the City's operating budget. In its review, Finance department staff identified credit card transaction fees as one such area. The City accepts credit cards for a broad range of services, including planning, engineering, building, and encroachment permits. Online credit card payments offer multiple benefits to the City and its customers. The City must pay fees for each transaction to the credit card companies, the City's payment processing vendor, and the bank. These fees cannot be incorporated into the City's cost-recovery charges for services or permits, since they only apply to credit card transactions.

As customers look for more convenient and efficient payment options, online payment opportunities are expanding resulting in an expected increase in customer credit card payments. The number of credit card transactions is expected to continue to increase as more payment activity transitions online. Therefore, City staff evaluated the establishment of a credit card convenience fee charge to customers who pay the City by credit card. Convenience fees are often applied to credit card payments as a percentage of the base charge as a way to offset revenue losses.

Finance staff has been collaborating with staff from Community Development, Engineering, and Building Department in order to implement the credit card convenience fee through the Accela payment process. The example below lays out the primary steps for payment of a permit via credit card:

- The City, through the Accela payment process, will present a payment page that displays the principal payment amount and payment options
- The applicant selects to pay via credit card and enters their payment information
- The service convenience fee is calculated in the Accela program and the City will set the calculation percentage through the payment module in the Accela program
- The service convenience fee is funded directly to the merchant service provider

Staff anticipates that some customers will choose to pay with credit card online services for the convenience. Staff estimates that implementation, training, and integration into the City' Accela system will be completed by the end of the calendar year.

ANALYSIS

As with most City's fees for service, a credit card convenience fee would need to be established on a cost recovery basis. Accordingly, staff analyzed other cities who have implemented a credit card convenience fee to come up with a 2.5% average cost analysis. Staff recommends that the City adopt a 2.4% credit card convenience fee for permit payments made by credit card. Staff is not recommending a convenience fee for debit card or electronic check payments. The credit card convenience fee would be subject to adjustment and/or expansion to include other services based on an ongoing review of credit card costs and payment activity.

OTHER INFORMATION

California Government Code 6159 permits the City to "impose a fee for the use of a credit or debit card or electronic funds transfer, not to exceed the costs incurred by the agency or agent in providing for payment by credit or debit card or electronic funds transfer."

FINANCIAL IMPACT

The Credit Card Convenience Fee amount shall be calculated at 2.4% of the transaction amount and added to the credit card transaction to be collected at point of sale for use of a credit card. The minimum Credit Card Convenience Fee shall be $2 per transaction. These fees are to take effect immediately upon adoption. Approval of the recommended credit card convenience fee will minimize the cost to the City General Fund.

Reviewed by:

Connie Cardenas
Administrative Services Director

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

Peter M. Thorson
City Attorney

Reviewed by:

Michael Flad
Assistant City Manager

Attachments:

1. Resolution No. 2022-99

RESOLUTION NO. 2022-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING THE ACCEPTANCE OF PAYMENTS OF FEES, FINES, SERVICES AND OTHER DEBTS TO THE CITY BY CREDIT CARD AND ESTABLISHING THE CREDIT CARD CONVENIENCE FEE TO BE COLLECTED FOR THE USE OF A CREDIT CARD

WHEREAS, the State of California Government Code Section §6159(h) et seq. allows the City to impose a fee for the use of a credit or debit card or electronic funds transfer, not to exceed the costs incurred by the agency in providing for payment by credit or debit card or electronic funds transfer, and

WHEREAS, the City Council has determined that it has received many requests to pay for fees, services and other debts owed to the city by credit card; and

WHEREAS, the City Council has determined that it is in the best interest of the City, its citizens and the business community to accept credit cards to pay for fees, services and other debts owed to the City, and

WHEREAS, the City Council has investigated and determined that allowing payments by credit card requires the city to incur additional expenses for offering this service, and

WHEREAS, the use of credit cards and related processing costs are expected to increase further with the new online payment portal.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. The City Council hereby finds and determines the above recitals are true and correct and incorporates them herein.

Section 2. Pursuant to Government Code section §6159(h)(1), the City Council approves Convenience Fees for Credit Card Payments as set forth below:

The Credit Card Convenience Fee amount shall be calculated at 2.4% of the transaction amount and added to the credit card transaction to be collected at point of sale for use of a credit card. The minimum Credit Card Convenience Fee shall be $2 per transaction. These fees are to take effect immediately upon adoption.

Section 3. The City Council finds and determines that the Credit Card Convenience Fees outlined above do not exceed the actual transactional costs incurred by the City in providing for Credit Card Payments.

Section 4. The City Manager and Director of Finance are hereby authorized to take all actions necessary to implement and collect the Credit Card Convenience Fees.

Section 5. The City Clerk shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 1st day of September, 2022.

_____
Chris Barajas
Mayor

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2022-99 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 1st day of September 2022 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 1st day of September 2022.

_____
Victoria Wasko, City Clerk
City of Jurupa Valley

City of Jurupa Valley

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**
BY: **PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

SUBJECT: **AGENDA ITEM NO. 11.F**

ACCEPTANCE OF OFFERS OF DEDICATION FOR AN EASEMENT FOR ROAD AND DRAINAGE PURPOSES AT THE HALL AVENUE AND AGUA MANSA ROAD INTERSECTION (CARSON-VA INDUSTRIAL II, LP, A DELAWARE LIMITED PARTNERSHIP)

RECOMMENDATION

It is recommended that the City Council:

1. Accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel “1” and Parcel “2” as shown on Exhibit B of DED21-010.

2. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-010.

BACKGROUND

Carson- VA Industrial II, LP is the owner of the project known as Hall Industrial and property located at the northwest corner of Hall Avenue and Agua Mansa Road intersection. The owner was granted a Site Development Permit (SDP18048) for the development of two industrial buildings and entered into a Development Agreement (DA 18001) with the City.

As part of the development approval, the owner is required to improve the City parkway area in front of their property along Hall Avenue and along Agua Mansa Road and enter into an agreement for the maintenance of the landscape and irrigation improvements. The owner is also responsible for the costs associated with such improvements.

The applicant submitted the required corner cutback offer of dedication documents, staff reviewed the documents, and find them in compliance with the California Government Code (7050), local ordinances, and the conditions of approval for this development.

ANALYSIS

In anticipation of acceptance of the offers of dedications, staff prepared a Certificate of Acceptance as required by Government Code Section 27281. Acceptance of the offers of dedication will grant the City with the rights over such land to improve and maintain Hall Avenue and Agua Mansa Road to its ultimate General Plan designation.

OTHER INFORMATION

Previous Actions:

- On June 16, 2022 Zone DD was annexed into Jurupa Valley L&LMD 89-1-C and a landscape agreement was approved.

FISCAL IMPACT

There is no impact to the General Fund. The property owners have opted to maintain the landscaping and have entered into a maintenance agreement. The applicant has also completed the annexation process into the City of Jurupa Valley L&LMD 89-1-C for the maintenance of improvements within the public right-of-way and is known as Zone DD. The property will be assessed as part of the L&LMD should they fail to maintain the landscaping per the existing maintenance agreement.

ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

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

Prepared by:

Mike Conner
Staff Engineer

Reviewed by:

Paul Toor
Public Works Director/City Engineer

Reviewed by:

Connie Cardenas
Director of Administrative Services

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. Offer of Dedication DED21-010 and Certificate of Acceptance.

ATTACHMENT 1

Offer of Dedication DED21-010 and Certificate of Acceptance.

T 2 S R 5 W SEC. 2 ROAD NAME:AQUA MANSA RD. AND HALL AVE. PROJECT: DED 21-010

RETURN TO:
CITY OF JURUPA VALLEY
8930 LIMONITE AVE
JURUPA VALLEY, CA. 92509

CERTIFICATE of ACCEPTANCE SEE ATTACHED
(GOVERNMENT CODE SECTION 27281)

APN: 175-210-032, 034, 062 & 063

DTT:0

THIS INSTRUMENT IS FOR THE BENEFIT OF THE CITY OF JURUPA VALLEY AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 6103)

OFFER OF DEDICATION

CARSON–VA INDUSTRIAL II, LP, A DELAWARE LIMITED PARTNERSHIP
(OWNERS)

Grant(s) to the City of Jurupa Valley, a political subdivision, an easement for public road and drainage purposes, including public utility and public services purposes, over, upon, across, and within the real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF

This conveyance is made for road purposes and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights, appurtenant to Grantor's remaining property in and to Hall Avenue and Agua Mansa Road, except those approved access openings as shown hereon.

SIGNATURE OF RECORDED OWNER(S) MUST BE NOTARIZED

BY: _____

DANIEL DARNELL

VICE PRESIDENT CARSON-VA INDUSTRIAL II, LP

BY: _____

JOHN HAWKINSON

SENIOR VICE PRESIDENT CARSON-VA INDUSTRIAL II, LP

ACKNOWLEDGMENT

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 Orange)

On June 23, 2022 before me, Kaylene Kirkpatrick, Notary Public
(Insert name and title of the officer)

personally appeared Daniel Darnell,
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.

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.

KAYLENE KIRKPATRICK
Notary Public - California
Orange County
Commission # 2372437
My Comm. Expires Aug 27, 2025

Signature _____ **(Seal)**

ACKNOWLEDGMENT

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 Orange)

On June 23, 2022 before me, Kaylene Kirkpatrick, Notary Public
(insert name and title of the officer)

personally appeared John W. Hawkinson,
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.

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.

KAYLENE KIRKPATRICK
Notary Public - California
Orange County
Commission # 2372437
My Comm. Expires Aug 27, 2025

Signature _____ **(Seal)**

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
DED 21-010

PARCEL 1:

BEING THAT PORTION OF PARCEL B OF LOT LINE ADJUSTMENT NO. MA 18008, IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M., IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED NOVEMBER 01, 2019 AS INSTRUMENT NO. 2019-0445260, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL B, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF AQUA MANSA ROAD (52 FEET HALF WIDTH);

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL B AND SAID NORTHERLY LINE, SOUTH 31°54'55" WEST, 765.64 FEET;

THENCE SOUTH 76°54'55" WEST, 32.53 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL B, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF HALL AVENUE (44 FEET HALF WIDTH);

THENCE NORTH 21°49'03" EAST, 6.09 FEET TO A POINT ON A LINE BEING 6.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PARCEL B;

THENCE NORTH 76°54'55" EAST, 24.14 FEET TO A POINT ON A LINE BEING 7.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 31°54'55" EAST, 765.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL B;

THENCE EASTERLY ALONG SAID NORTHERLY LINE, SOUTH 55°17'05" EAST, 7.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS: 5,502 SQ. FT. MORE OR LESS.

WALDEN & ASSOCIATES

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

JN: 2078-972-001

PROFESSIONAL LAND SURVEYOR
JEFFREY ALLEN WALDEN
No. 7914
6-22-22
STATE OF CALIFORNIA

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
DED 21-010

PARCEL 2:

BEING THOSE PORTIONS OF PARCEL A AND PARCEL B OF LOT LINE ADJUSTMENT NO. MA 18008, IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M., IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED NOVEMBER 01, 2019 AS INSTRUMENT
NO. 2019-0445260, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL A, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF HALL AVENUE (44 FEET HALF WIDTH) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 836.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 81°03'17" WEST;

THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF PARCEL A AND SAID NORTHERLY LINE, AN ARC DISTANCE OF 716.99 FEET THROUGH A CENTRAL ANGLE OF 49°08'22";

THENCE SOUTH 58°05'05" EAST, 906.18 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL B;

THENCE NORTH 21°49'03" EAST, 6.09 FEET TO A POINT ON A LINE BEING 6.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PARCEL B;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 58°05'05" WEST, 905.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 830.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 710.91 FEET THROUGH A CENTRAL ANGLE OF 49°04'29" TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL A, A RADIAL LINE TO SAID POINT BEARS SOUTH 80°59'24" WEST;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, SOUTH 89°55'14" WEST, 6.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINS: 9,718 SQ. FT. MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION.

JEFFREY A. WALDEN, P.LS. 7914 — DATE 6-22-22

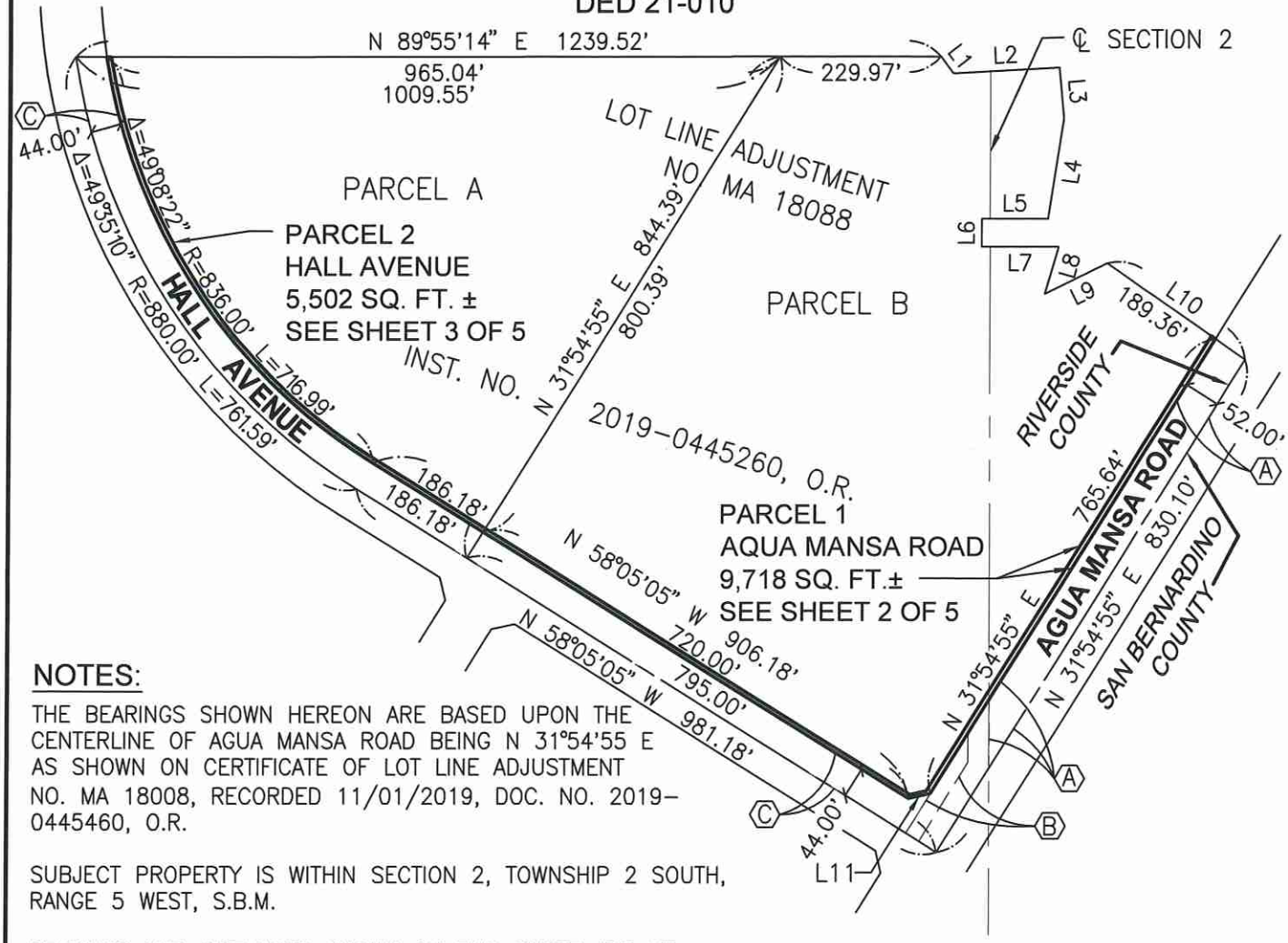
PROFESSIONAL LAND SURVEYOR
JEFFREY ALLEN WALDEN
No. 7914
STATE OF CALIFORNIA

WALDEN & ASSOCIATES
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418
JN: 2078-972-001

EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

DED 21-010



NOTES:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF AGUA MANSA ROAD BEING N 31°54'55 E AS SHOWN ON CERTIFICATE OF LOT LINE ADJUSTMENT NO. MA 18008, RECORDED 11/01/2019, DOC. NO. 2019-0445460, O.R.

SUBJECT PROPERTY IS WITHIN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M.

BEARINGS AND DISTANCES SHOWN ON THIS SHEET ARE OF PARCEL A & B BOUNDARY LINES AND STREET CENTERLINES. SEE SHEETS 2 & 3 FOR SUBJECT EASEMENT DATA.

SEE SHEET 4 FOR EXISTING EASEMENT EXHIBIT.

SEE SHEET 5 FOR EASEMENT NOTE LEGEND.

N

250 125 0 250

SCALE IN FEET
1 INCH = 250 FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 37°11'14" W	30.17'
L2	N 86°51'39" E	151.37'
L3	N 05°18'15" W	72.85'
L4	N 08°47'45" E	145.37'
L5	N 89°53'52" W	93.58'
L6	N 00°06'08" E	40.00'
L7	N 89°53'52" W	108.85'
L8	N 16°12'23" E	70.05'
L9	N 63°46'46" E	99.55'
L10	N 55°17'05" W	241.42'
L11	N 76°54'55" E	32.53'
L12	N 21°49'03" E	6.09'
L13	N 76°54'55" E	24.14'

PROFESSIONAL LAND SURVEYOR
JEFFREY ALLEN WALDEN
No. 7914
6-22-22
STATE OF CALIFORNIA

WALDEN & ASSOCIATES
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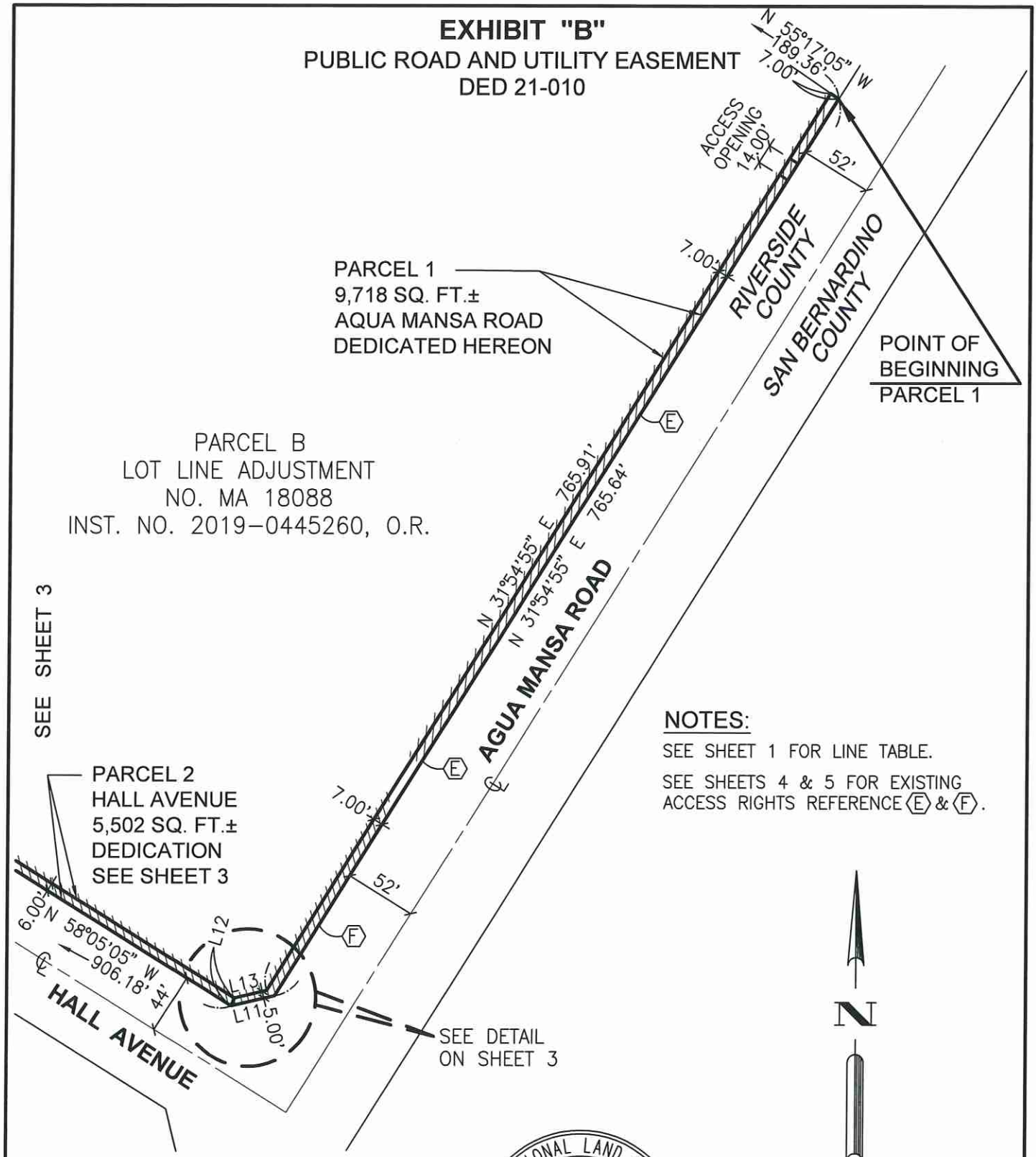
(949) 660-0110 FAX: 660-0418

JN: 2078-972-001

EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT
DED 21-010



NOTES:

SEE SHEET 1 FOR LINE TABLE.

SEE SHEETS 4 & 5 FOR EXISTING ACCESS RIGHTS REFERENCE (E) & (F).

N

100 50 0 100

SCALE IN FEET
1 INCH = 100 FEET

PROFESSIONAL LAND SURVEYOR
JEFFREY ALLEN WALDEN
No. 7914
6-22-22
STATE OF CALIFORNIA

WALDEN & ASSOCIATES
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
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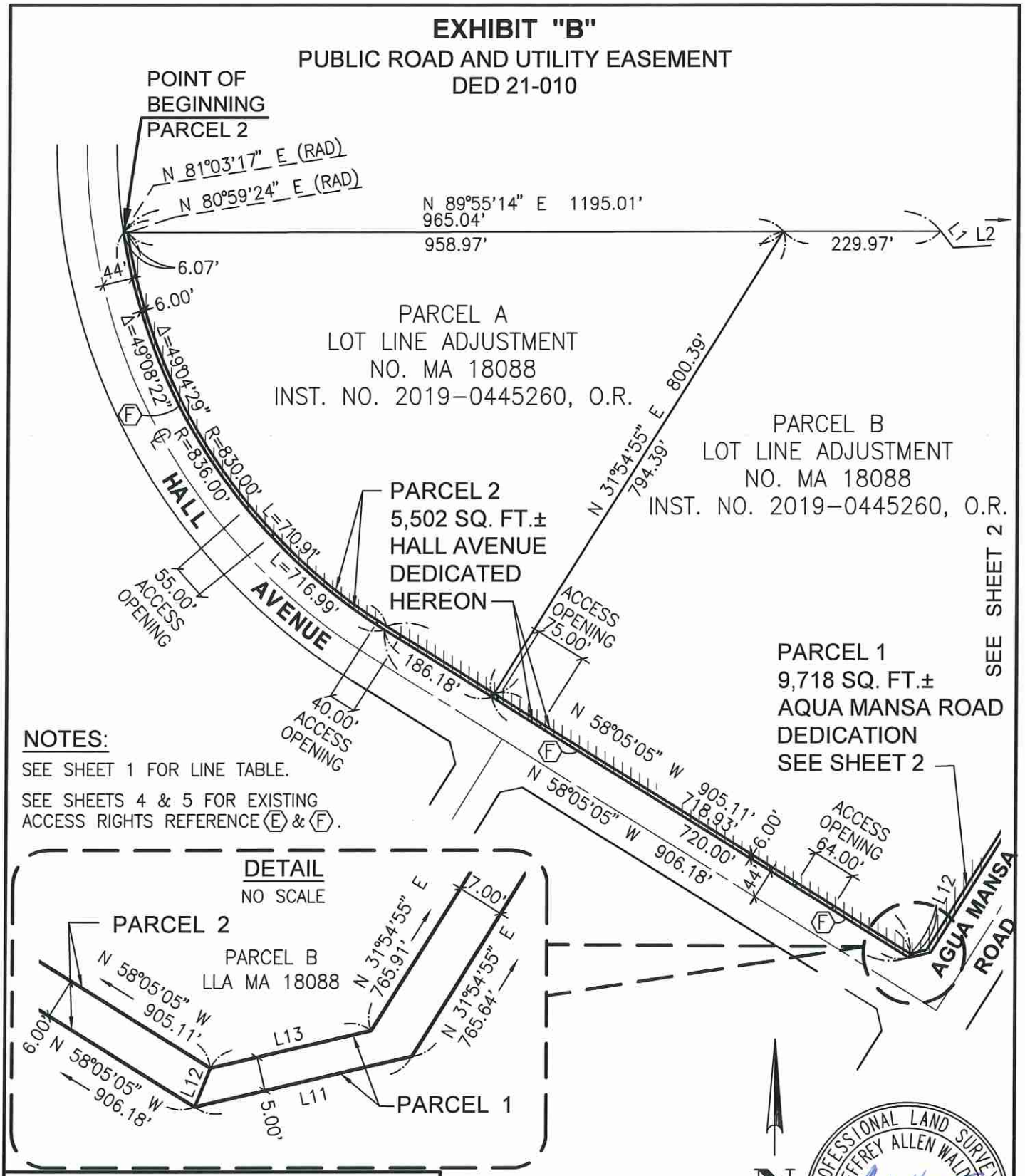
(949) 660-0110 FAX: 660-0418

JN: 2078-972-001

EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT
DED 21-010



NOTES:

SEE SHEET 1 FOR LINE TABLE.

SEE SHEETS 4 & 5 FOR EXISTING ACCESS RIGHTS REFERENCE Ⓔ & Ⓕ.

WALDEN & ASSOCIATES

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
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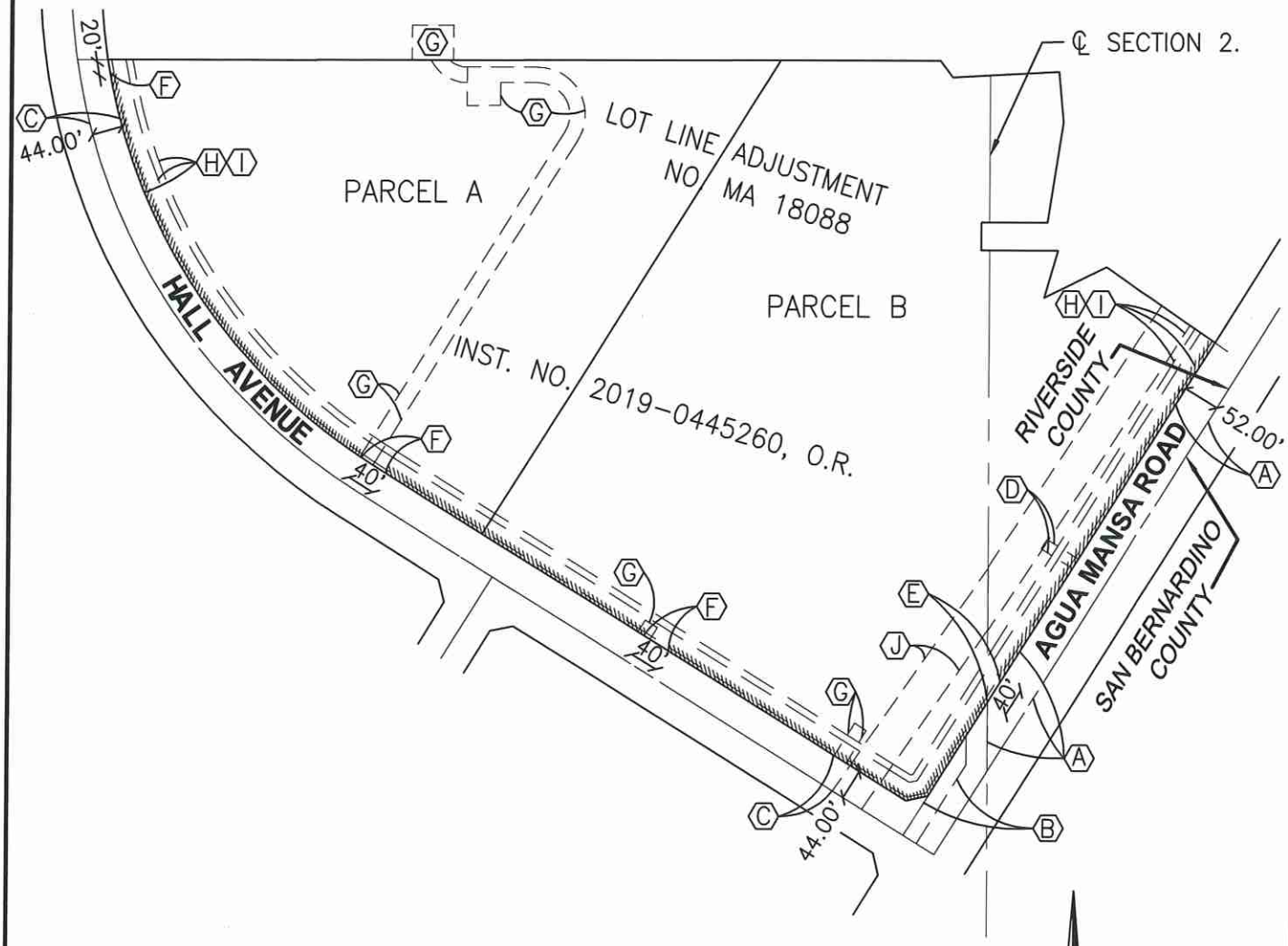
EXHIBIT "B"
PUBLIC ROAD AND UTILITY EASEMENT
DED 21-010

EXISTING EASEMENTS



N

250 125 0 250

SCALE IN FEET
1 INCH = 250 FEET

NOTES:

SEE SHEET 5 FOR EASEMENT NOTE LEGEND.

SEE SHEET 1 FOR BOUNDARY DATA.

WALDEN & ASSOCIATES

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

JN: 2078-972-001

PROFESSIONAL LAND SURVEYOR
JEFFREY ALLEN WALDEN
No. 7914
6-22-22
STATE OF CALIFORNIA

EXHIBIT "B"
PUBLIC ROAD AND UTILITY EASEMENT
DED 21-010

EXISTING EASEMENTS

(A) EASEMENT FOR PUBLIC ROADS, COUNTY HIGHWAYS AND PUBLIC UTILITY PURPOSES DEDICATED TO AND ACCEPTED BY THE COUNTY OF SAN BERNARDINO PER PARCEL MAP NO. 12104, P.M.B. 168/51–54 (AQUA MANSA ROAD).

(B) EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES DEDICATED TO AND ACCEPTED BY THE COUNTY OF RIVERSIDE OVER LOT "A" OF PARCEL MAP NO. 24088, P.M.B. 177/37–41 (AQUA MANSA ROAD).

(C) EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES DEDICATED TO AND ACCEPTED BY THE COUNTY OF RIVERSIDE OVER LOT "C" OF PARCEL MAP NO. 24088, P.M.B. 177/37–41 (HALL AVENUE).

(D) EASEMENT FOR PRIVATE DRAINAGE PURPOSES AS RESERVED ON PARCEL MAP NO. 12104, P.M.B. 68/51–54.

(E) ACCESS RIGHTS RELEASED AND RELINQUISHED PER PARCEL MAP NO. 12104, P.M.B. 168/51–54, EXCEPT AT ACCESS OPENINGS AS SHOWN (AGUA MANSA ROAD).
AREA OF RESTRICTED ACCESS SHOWN THUS

(F) ACCESS RIGHTS RELEASED AND RELINQUISHED PER PARCEL MAP NO. 24088, P.M.B. 177/37–41, EXCEPT AT ACCESS OPENINGS AS SHOWN (AGUA MANSA ROAD AND HALL AVENUE).
AREA OF RESTRICTED ACCESS SHOWN THUS

(G) EASEMENTS FOR STORM DRAIN PURPOSES DEDICATED TO THE PUBLIC ON BEHALF OF THE RIVERSIDE FLOOD CONTROL AND PRIVATE RETAINED FOR OWNERS OF PARCELS PER PARCEL MAP NO. 24088, P.M.B. 177/37–41.

(H) 5' PARKING SETBACK, 25' BUILDING SETBACK AND 35' LOADING SETBACK PER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED 02/02/1993 AS DOCUMENT NO. 41308; MODIFICATIONS RECORDED 11/06/2002 AS DOCUMENT NO. 2002–641118; 02/05/2003 AS DOCUMENT NO. 2003–084568, ALL OFFICIAL RECORDS RIVERSIDE COUNTY.

(I) 5' PARKING SETBACK, 25' BUILDING SETBACK AND 35' LOADING SETBACK PER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED 02/03/1993 AS DOCUMENT NO. 93–060217; MODIFICATIONS RECORDED 11/20/2002 AS DOCUMENT NO. 2002–0628865; 02/04/2003 AS DOCUMENT NO. 2003–0073248, ALL OFFICIAL RECORDS SAN BERNARDINO COUNTY.

(J) AN UNRECORDED EASEMENT OR LESSER RIGHT FOR CANAL TUNNEL RIGHT OF WAY AS SHOWN ON THE MAP OF RIVINO HEIGHTS BLOCK 1, FILED IN BOOK 5, PAGE 145 OF MAPS, AND AS DELINEATED ON THE RECORD OF SURVEY FILED IN BOOK 135, PAGES 19 THRU 46 INCLUSIVE, OF RECORDS OF SURVEY, BOTH IN THE OFFICE OF THE COUNTY RECORDER, RIVERSIDE COUNTY; ALSO AS CREATED BY AND FURTHER DEPICTED ON THE MAP OF A PORTION OF THE NORTH RIVERSIDE AND JURUPA CANAL, FILED IN BOOK 19, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, SAN BERNARDINO COUNTY.

WALDEN & ASSOCIATES
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

JN: 2078–972–001

PROFESSIONAL LAND SURVEYOR
JEFFREY ALLEN WALDEN
No. 7914
6-22-22
STATE OF CALIFORNIA

RECORDING REQUESTED BY:

CITY OF JURUPA VALLEY

WHEN RECORDED MAIL TO:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: City Clerk

Exempt: Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 175-210-032,034,062 & 063

PUBLIC ROAD AND UTILITY EASEMENT

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated the 23rd day of June, 2022 from the Grantor, CARSON-VA INDUSTRIAL II, LP, A DELAWARE LIMITED PARTNERSHIP, to the Grantee, CITY OF JURUPA VALLEY, a municipal corporation, is hereby accepted for the purpose of vesting title in the City of Jurupa Valley on behalf of the public for public road and drainage purposes, including public utility and public services purposes, and said street shall not become part of the City maintained street system until accepted by resolution of this council adopted pursuant to the authority granted to the undersigned as provided in Streets and Highways Code Section 1806 and Sections 1 and 2 of Riverside County Ordinance No. 669.1, as said ordinance was adopted by the City Council of the City of Jurupa Valley pursuant to Jurupa Valley Ordinance No. 2011-10 adding Chapter 1.35 of the Jurupa Valley Municipal Code, adopting by reference the ordinances of the County of Riverside as of July 1, 2011, the date of incorporation of the City of Jurupa Valley, as well as the resolutions, rules and regulations of the County of Riverside implementing these ordinances. Grantee consents to the recordation of said easement by its duly authorized officer.

Dated: September 1, 2022

CITY OF JURUPA VALLEY

ATTEST:

Peter M. Thorson
City Attorney

Victoria Wasko, CMC
City Clerk

City of Jurupa Valley

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**
BY: **PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER**

SUBJECT: **AGENDA ITEM NO. 11.G**

CONSIDERATION OF PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENTS BETWEEN THE CITY OF JURUPA VALLEY AND UNION PACIFIC RAILROAD COMPANY COVERING THE RECONSTRUCTION AND WIDENING OF RUTILE STREET AND PEDLEY ROAD AT-GRADE PUBLIC ROAD CROSSINGS

RECOMMENDATION

1) That the City Council approve the Agreement between the City of Jurupa Valley and Union Pacific Railroad Company covering the reconstruction and widening of Rutile Street at-grade public road crossing and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney; and

2) That the City Council approve the Agreement between the City of Jurupa Valley and Union Pacific Railroad Company covering the reconstruction and widening of Pedley Road at-grade public road crossing and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

In 2018, the City Council approved the Jurupa Road/Railroad Grade Separation project. In 2020, the County of Riverside ("County"), in cooperation with the City, began construction on the Jurupa Road Grade Separation ("Grade Separation"). The Grade Separation will construct a three-lane underpass on Jurupa Road under Van Buren Boulevard and the Union Pacific Railroad Company ("UPRR") bridge. The underpass is being constructed to alleviate traffic congestion by separating train traffic from vehicles, pedestrians, and cyclists. The Grade Separation project is expected to be completed in 2023.

As part of the project, it is essential that Rutile Street and Pedley Road a- grade crossings within the project vicinity be synchronized and improved to accommodate the future roadway traffic and safety. City staff and Union Pacific Railroad have been working together to come up with the plans and specification for both of the grade crossings. The plans are completed and ready for construction.

ANALYSIS

As part of the signal synchronization, the City intends to reconstruct and widen the existing at-grade public road crossing on Rutile Street and Pedley Road to add a sidewalk and lane. Prior to initiating these improvements, the City needs to enter into Agreements with UPRR because the project areas are partially located within their right-of-way.

The Agreements will grant the City additional rights to be able to facilitate the reconstruction and widening of the roadway. UPRR will assist with connecting and installing grade crossing protection devices and installing other required materials to interconnect and coordinate the operation of railroad grade crossing protection devices with the operation of highway traffic control signals.

The City will be required to reimburse UPRR for all expenses associated with engineering review, inspection, flagging, and equipment rentals. UPRR estimates that the total cost of the work associated with Rutile Street and Pedley Road are $1,386,622 and $664,332.00, respectively. Once construction is complete, the City will be responsible for paying UPRR an annual sum of $14,110.00 for maintenance of the new signal system.

FINANCIAL IMPACT

Upon approval of the Agreements, the City is required to pay $24,500 to UPRR, which grants the City the rights to construct, maintain, and repair the roadway over the crossing area. This fee includes both Rutile Street and Pedley Road and will be reimbursed by Riverside County, as they are managing the project on behalf of the City.

The project costs are funded through the SB132.

ALTERNATIVES

1. Do not approve the at-grade crossing Agreement between the City and Union Pacific Railroad Company for Rutile Street
2. Do not approve the at-grade crossing Agreement between the City and Union Pacific Railroad Company for Pedley Road

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

Prepared by:

Kahono Oei
Senior Civil Engineer

Reviewed by:

Paul Toor
Public Works Director/City Engineer

Reviewed by:

Connie Cardenas
Director of Administrative Services

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. Proposed Agreement between the City and Union Pacific Railroad for Rutile Street
2. Proposed Agreement between the City and Union Pacific Railroad for Pedley Road

UP Real Estate Project No.: 0154085

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Rutile Street
810978W
47.38 – Los Angeles Subdivision
Riverside, Riverside County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY** (“Railroad"), a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 and **CITY OF JURUPA VALLEY** ("City"), a municipal corporation or political subdivision of the State of California to be addressed at 8930 Limonite Avenue, Jurupa Valley, California 92509.

RECITALS:

Presently, the City utilizes the Railroad’s property for the existing at grade public road crossing over Rutile Street, DOT Number 810978W at Railroad’s Milepost 47.38 on Railroad’s Los Angeles Subdivision at or near Riverside, Riverside County, California.

The City now desires to undertake as its project (the “Project”) the reconstruction and widening of the existing at grade public road crossing for the addition of a sidewalk and lane. The road crossing, as reconstructed and widened is hereinafter the “Roadway.”

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the City to facilitate the reconstruction and widening of the Roadway. The portion of Railroad’s property that City needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad’s location print marked **Exhibit A**, attached hereto and hereby made a part hereof (the “Crossing Area”).

In support of its Project, the City has requested the Railroad’s cooperation in connection with installing grade crossing protection devices and installing the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the

operation of highway traffic control signals. Said work is to be performed at the sole expense of City.

The Railroad and the City are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS ($24,500.00)** to be paid by the City to the Railroad upon the execution and delivery of this Agreement and in further consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the City the right to construct, maintain and repair the Roadway over and across the Crossing Area.

For purposes of advanced signal preemption, Railroad hereby grants permission and authority to City and/or its Contractor (as defined below) to install the conduit with the necessary wiring on Railroad right of way on the condition that prior to performing any work on Railroad's property, City shall, or shall require its Contractor to, notify the Railroad and/or enter into a right of entry agreement with Railroad, as applicable pursuant to the terms and conditions of this Agreement.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term “Contractor” shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad’s property and shall also include the Contractor’s subcontractors and the Contractor’s and subcontractor’s respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the City shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0154085

D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. <u>FEDERAL AID POLICY GUIDE</u>

If the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. <u>NO PROJECT EXPENSES TO BE BORNE BY RAILROAD</u>

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT <u>TO CITY; CITY'S PAYMENT OF BILLS</u>

A. The work to be performed by the Railroad, at the City's sole cost

and expense, is described in the Railroad's Material and Force Account Estimates dated September 16, 2021, and January 21, 2022, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is One Million, Three Hundred Eighty Six Thousand Six Hundred Twenty Two Dollars ($1,386,622.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimates.

C. The City acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the City or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the City or the Contractor as determined by the Railroad and the City. If it is determined that the Railroad will be billing the Contractor directly for such costs, the City agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the City during the Project and final billing to the City within one hundred eighty (180) days after receiving written notice from the City that all Project work affecting the Railroad's property has been completed.

E. The City agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. <u>PLANS</u>

A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved

in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City or Contractor on the Plans is at the risk of the City and Contractor.

Section 9. <u>NON-RAILROAD IMPROVEMENTS</u>

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and City mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. <u>EFFECTIVE DATE; TERM; TERMINATION</u>

A. This Agreement is effective as of the Effective Date first herein written and

shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE City CAN COMMENCE WORK

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and City have executed this Agreement.

(ii) The Railroad has provided to the City the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. City shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The City confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad, and (ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad. The City also confirms and acknowledges that (i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents. The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. SIGNAL PREEMPTION

A. City and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at the Crossing Area, in accordance with the design schematic marked **Exhibit E**, hereto attached and hereby made a part hereof (the “Designs”).

B . City, at its expense, shall furnish all material, labor, equipment and supervision for the installation and maintenance of highway traffic control signals at the Crossing Area, as applicable in accordance with the Designs.

C. Railroad, at City's expense, shall furnish all material, labor, equipment and supervision for the work described in the Estimate(s) and in accordance with the Designs, including, as applicable, installation of signals and/or appurtenances and installation of the necessary relays and other materials required to interconnect and

coordinate the operation of the highway traffic control signals to be installed by the City.

D. Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

E. Except as set forth in this Section, City shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against City arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to City on account of any failure of City's traffic signal to operate properly, nor shall City have or be entitled to maintain any action against Railroad arising from any failure of City's traffic signal to operate properly.

Section 17. <u>ANNUAL SIGNAL MAINTENANCE FEE</u>

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the City, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of Exhibit B, agrees to pay to Railroad the sum of Fourteen Thousand One Hundred Ten Dollars ($14,110.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway. The annual signal maintenance fee is calculated as shown on the attached **Exhibit F**, attached hereto and made a part hereof.

B. The above annual signal maintenance fee for Railroad's maintenance of the Signal System is based on the number of current signal units installed at the Roadway. If the Signal System is improved and/or altered in any way, the City must notify the Railroad in writing and the annual signal maintenance fee will be increased at a rate based on the American Railway Engineering and Maintenance of Way Association (AREMA) signal unit cost index. If the City fails to notify Railroad of any improvement or alteration to the Signal System, the Railroad may increase the annual signal maintenance fee at a rate based on the AREMA signal unit cost index any time after the date of installation and/or improvement of the Signal System. The signal unit base for the annual signal maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual signal maintenance fee was last determined or established. Any such changes in the annual signal maintenance fee referenced in Article 2 may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

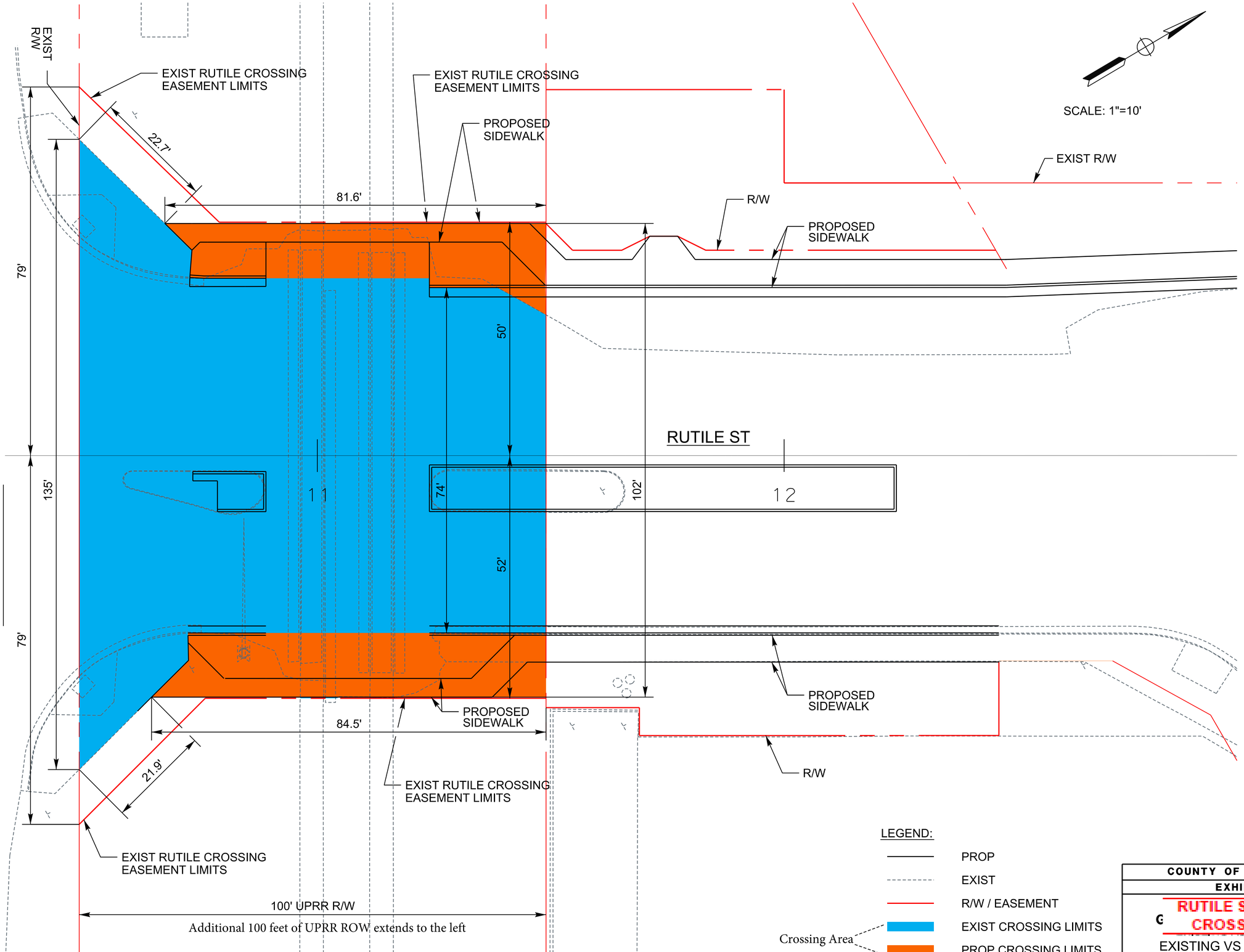
By: _____
Printed Name: _____
Title: _____

CITY OF JURUPA VALLEY

By: _____
Printed Name: Rod Butler
Title: City Manager

EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)



COUNTY OF RIVERSIDE

EXHIBIT

RUTILE STREET CROSSSING

EXISTING VS PROPOSED

SHEET No.

SHEET OF

DATE PLOTTED => 4/1/2022
TIME PLOTTED => 3:05:54 PM

LAST REVISION 00-00-00

$DESIGN-SCRIPT

BORDER LAST REVISED 09/2017

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

USERNAME => GRAMOS
DGN FILE => JURUPA RD GRADE SEP EXIST vs PROP 02.dgn

WO 00-0000

COUNTY FILE No.

EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the City shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the

construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the

City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The City shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the City's expense.

B. If, in the future, the City elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the City's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad’s tracks through the Crossing Area, the City shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the City shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by City**. If the City's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the City's employees need to enter Railroad's property as

provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the City shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.

B. Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.

C. The City will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

TO

PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Account Estimates.

Material And Force Account Estimate
CITY OF JURUPA VALLEY

Estimate Creation Date: 01/21/2022 Number: 136908 Version: 1

Estimate Good Until 01/21/23

Location: LOS ANGELES SUB, NO 1, 45.52-47.75
Buy America: Yes

Description of Work: CITY OF JURUPA VALLEY, CA, RUTILE STREET, M.P. 47.38, LOS ANGELES SUBDIVISION, DOT# 810978W, WO# 61548, PID# 119495 (100% RECOLLECTABLE)

SIGNAL

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
	Xing - Engineering Design	1	LS	26,755.00	26,755	0	26,755
M.P. 47.38 - RUTILE STREET	Xing - 2 Trk CWE w/Gates	1	EA	152,876.00	48,800	104,076	152,876
M.P. 47.38 - RUTILE STREET	Xing - Add Gates Existing Location (pair)	0.5	EA	58,483.00	13,000	16,242	29,242
M.P. 47.38 - RUTILE STREET	Xing - Cantilever Mast <37' Cant	1	EA	23,613.00	18,750	4,863	23,613
M.P. 47.38 - RUTILE STREET	Xing - Cantilever Arm <41'	25	LF	767.00	0	19,175	19,175
M.P. 47.38 - RUTILE STREET	Xing - Flasher/Ped (pair)	1	LS	57,560.00	16,000	41,560	57,560
M.P. 47.38 - RUTILE STREET	Xing - Sidelight	2	EA	907.00	0	1,814	1,814
M.P. 47.38 - RUTILE STREET	Xing - Contract Services for Preempt Cutover	1	LS	20,000.00	0	20,000	20,000
M.P. 47.38 - RUTILE STREET	Xing - Remove Location (Gates)	1	LS	2,000.00	2,000	0	2,000
	Xing - Fill/Rock/Gravel	1	LS	5,000.00	0	5,000	5,000
	Xing - Boring	1	LS	10,000.00	0	10,000	10,000
C-MIPP PRJ MGMNT	Xing - Misc.	1	LS	30,000.00	0	30,000	30,000
M.P. 47.80 - REMOTE LOCATION	Xing - 2 Trk Remote CWE and House	1	EA	75,404.00	21,200	54,204	75,404
M.P. 47.80 - REMOTE LOCATION	Xing - Track Card (Main and Stand-by) New Cable	2	EA	12,889.00	12,000	13,778	25,778
M.P. 47.80 - REMOTE LOCATION	Xing - IXS Track Circuit	2	EA	14,951.00	11,072	18,830	29,902
M.P. 47.80 - REMOTE LOCATION	Xing - IJ	2	PR	9,000.00	8,996	9,004	18,000
M.P. 47.80 - REMOTE LOCATION	Xing - Dax Cable 1000'	7	EA	6,440.00	28,000	17,080	45,080
M.P. 47.80 - REMOTE LOCATION	Xing - Track Filter/Battery Choke	4	EA	240.00	0	960	960
M.P. 47.80 - REMOTE LOCATION	Xing - Remove Location	1	LS	2,000.00	2,000	0	2,000
10% LABOR CONTINGENCY	Xing - Misc.	1	LS	38,525.52	38,526	0	38,526
FEDERAL 184.71% (SIG)	Xing - Labor Additive	1	LS	385,255.19	385,255	0	385,255
				Sub-Total =	**632,354**	**366,586**	**998,939**
				Totals =	**632,354**	**366,586**	**998,939**

Grand Total = $998,939

This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

Material And Force Account Estimate
CITY OF JURUPA VALLEY

Estimate Number: 135488 Version: 1

Standard Rates: **Labor Additive = 222.97%**

Estimate Good Until 09/16/22

Location: LOS ANGELES SUB, NO 1, 47.36-47.4
Description of Work: 810978W Rutile St City of Jurupa Valley CA 47.38 Los Angeles Sub
Prepared For: Riverside County
Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	58,723.00	58,723	0	58,723	0	58,723
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	2,732.12	0	2,732	2,732	0	2,732
					Sub-Total =	**58,723**	**4,532**	**63,255**	**0**	**63,255**
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	112	TF	844.87	52,162	42,463	94,626	0	94,626
	RDXING	RDXING 136# CONC W/SL3 10' CTIES	112	TF	608.65	40,512	27,657	68,169	0	68,169
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	96	TF	763.37	51,676	21,608	73,284	0	73,284
	COMPJT	Transition Rail - 136#	4	PR	6,651.04	13,529	13,076	26,604	0	26,604
					Sub-Total =	**169,328**	**104,805**	**274,133**	**0**	**274,133**
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	180	TF	87.34	15,722	0	15,722	0	15,722
	TRACK	Remove Track	140	TF	32.66	4,573	0	4,573	0	4,573
					Sub-Total =	**20,295**	**0**	**20,295**	**0**	**20,295**
SITE WORK - CONTRACT										
		Asphalt: Saw Cut	1	LS	5,000.00	0	5,000	5,000	0	5,000
					Sub-Total =	**0**	**5,000**	**5,000**	**0**	**5,000**
EQUIPMENT RENTAL										
		Equipment Rental	5	LS	5,000.00	0	25,000	25,000	0	25,000
					Sub-Total =	**0**	**25,000**	**25,000**	**0**	**25,000**
Total Wgt. in Tons = 1,533					**Totals =**	**248,346**	**139,337**	**387,683**	**0**	**387,683**

Grand Total = $387,683

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Riverside will pay actual construction costs at the current rates effective thereof.

EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____ located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Appendix A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN APPENDICES B AND C.

The terms and conditions contained in **Appendix B** and **Appendix C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - <u>ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE</u>.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Appendix B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - <u>SCHEDULE OF WORK ON A MONTHLY BASIS.</u>

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad’s property.

ARTICLE 6 - <u>TERM; TERMINATION</u>.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - <u>CERTIFICATE OF INSURANCE</u>.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Appendix C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Appendix B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Appendix B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179
Attn: Manager
Project No. 0154085

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad _____ Dollars ($_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor’s modifications, negligence, or any other reason arising from the Contractor’s presence on the Railroad’s property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

Appendix A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Appendix A will be a print showing the general location of the work site.

EXIST R/W

EXIST RUTILE CROSSING EASEMENT LIMITS

EXIST RUTILE CROSSING EASEMENT LIMITS

PROPOSED SIDEWALK

22.7'

81.6'

79'

50'

R/W

PROPOSED SIDEWALK

SCALE: 1"=10'

EXIST R/W

RUTILE ST

VAN BUREN BLVD

135'

11

74'

102'

12

52'

79'

PROPOSED SIDEWALK

84.5'

PROPOSED SIDEWALK

21.9'

EXIST RUTILE CROSSING EASEMENT LIMITS

R/W

EXIST RUTILE CROSSING EASEMENT LIMITS

100' UPRR R/W

Additional 100 feet of UPRR ROW extends to the left

LEGEND:

PROP

EXIST

R/W / EASEMENT

EXIST CROSSING LIMITS

PROP CROSSING LIMITS

Crossing Area

COUNTY OF RIVERSIDE	
EXHIBIT	SHEET No.
RUTILE STREET CROSSSING EXISTING VS PROPOSED	SHEET OF

DATE PLOTTED => 4/1/2022
TIME PLOTTED => 3:05:54 PM

LAST REVISION 00-00-00

$DESIGN-SCRIPT

BORDER LAST REVISED 09/2017

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

USERNAME => GRAMOS
DGN FILE => JURUPA RD GRADE SEP EXIST vs PROP 02.dgn

WO 00-0000

COUNTY FILE No.

Appendix B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. <u>LIMITATION AND SUBORDINATION OF RIGHTS GRANTED</u>

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. <u>NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS</u>.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY

TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the appendices attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

Appendix C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

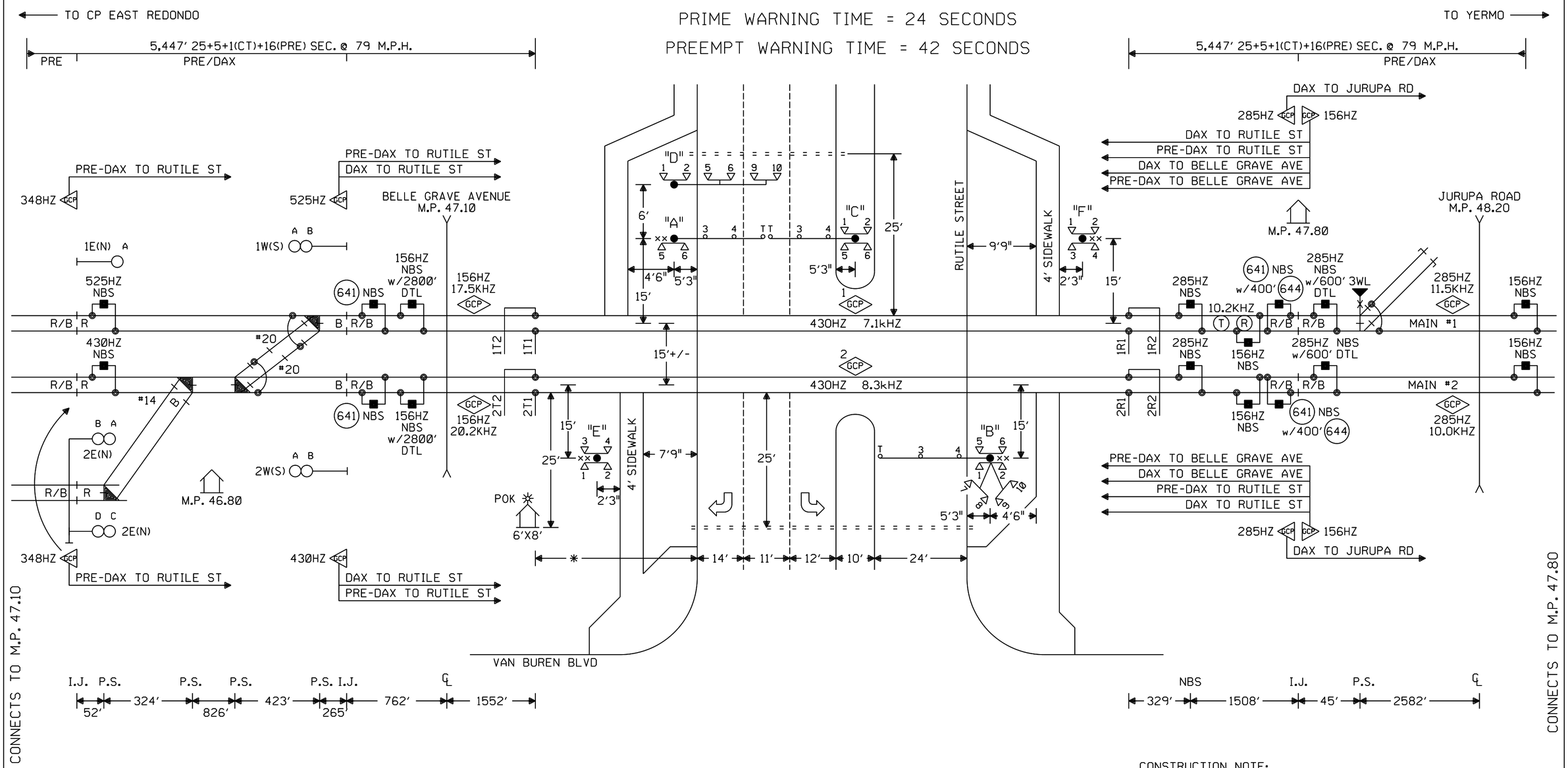
J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT E
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit E will be Signal Design Schematic



NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH. LENGTHS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".

REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.

= = = = = = 4" X 140' CONDUIT

LIGHTS: LED LIGHTS

xx = BELL

TRK 1 ISLAND DISTANCE 197' MINIMUM 120' REQUIRED

CANT "D": 25'

PREFERRED ISLAND WIRE CONNECTIONS ARE A MINIMUM 50' FROM EDGE OF SIDEWALK

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

W(S) ◄——○——► E(N)

CONSTRUCTION NOTE:

1.) THIS PROJECT IS TO BE INSTALLED IN CONJUNCTION WITH PEDLEY ROAD (WO 61547).

2.) INSTALL THE REPEATER/REMOTE AT M.P. 47.80 AS A PART OF THIS PROJECT.

✳ = FIELD PROVIDE DIMENSION

MATERIAL NOTES; DELETE UPON "AC"

(6X8) 6X8 ALUMINUM CABIN
U.P. PART #520-0185

NEW SHEET

Designed: 06/25/21
INSTALL FLASHERS, GATES, CANT AND CWT CIRCUITS IN A NEW CABIN AT RUTILE ST M.P. 47.38
Rec#: WO#: 61548
IS: /NDR / /WIT/KPM

MODIFICATION LEVEL	
O. A. LAST LEVEL CHECKED	DV
LAST LEVEL MOD THIS TYPICAL	DV
LAST LEVEL BY DESIGNER	DV
CHANGED FROM TYPICAL?	Y

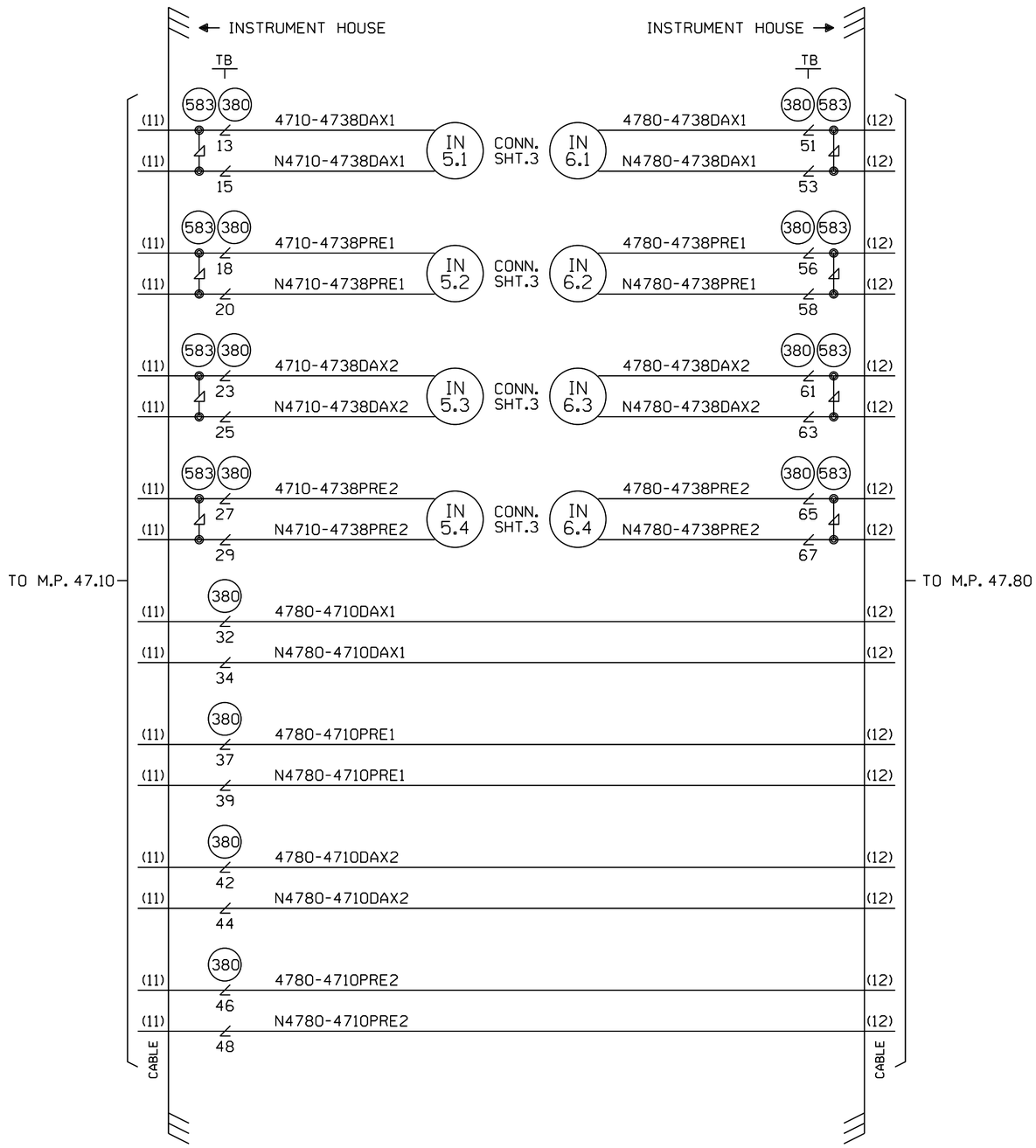
REV 09.23.16 4K 4GTYP.1

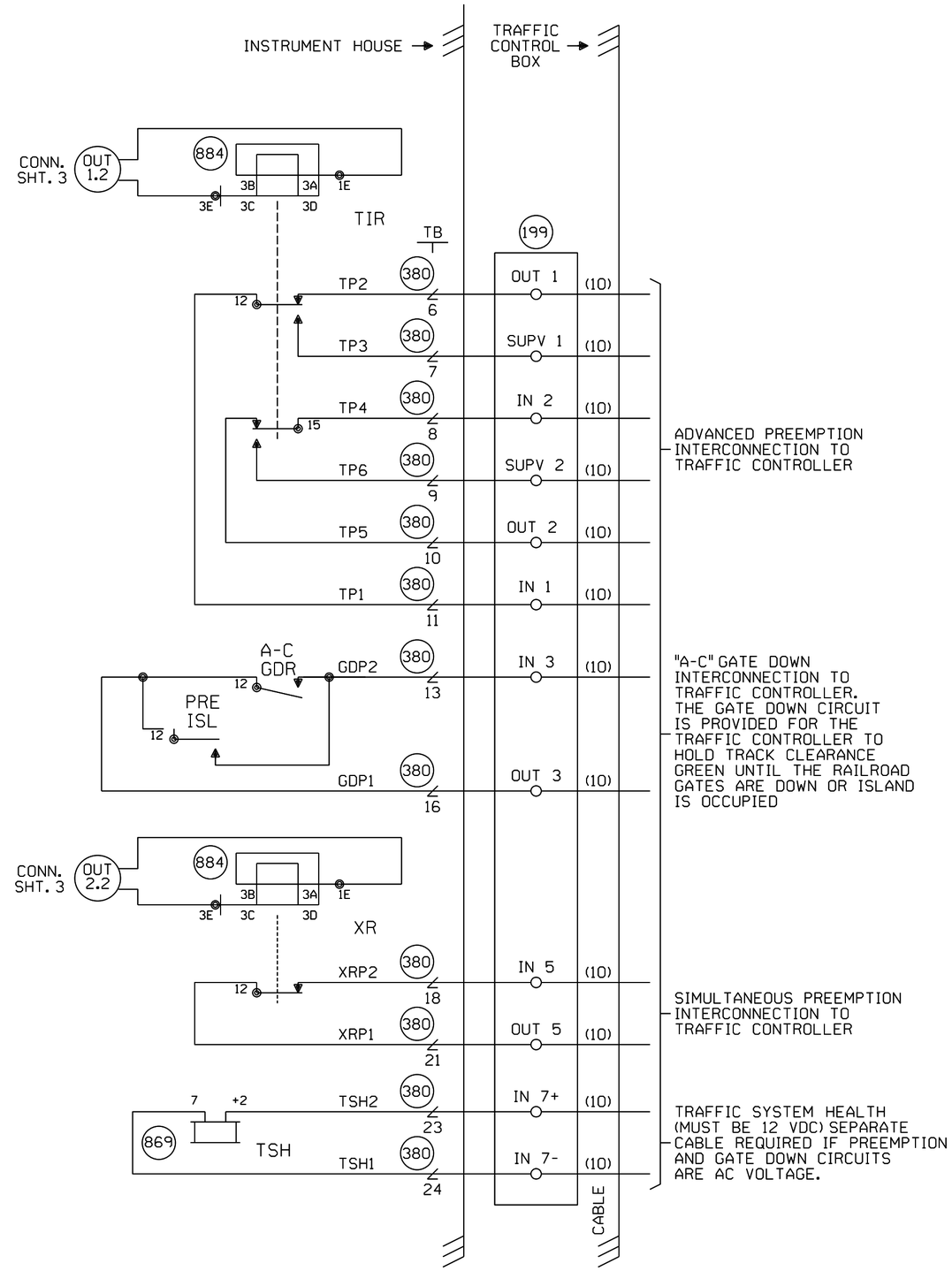
CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 06/25/21
Des: WIT
Chk: NDR
AFE: 61548

UNION PACIFIC RAILROAD
RIVERSIDE, CALIFORNIA
RUTILE STREET
LOS ANGELES SUBDIVISION
Office of Sr AVP Engineering - Signal/TCO Omaha, Nebraska

Sh.: 1
DOT 810978W
MP: 47.38
ID: 09654738.1X





CABLE TABULATION

CABLE NO. 10 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER
CABLE NO. 11 19C#14 U.G.B.T. HOUSE TO M.P. 47.10
CABLE NO. 12 19C#14 U.G.B.T. HOUSE TO M.P. 47.80

NEW SHEET

Designed: 06/25/21
INSTALL FLASHERS, GATES, CANT AND CWT CIRCUITS IN A NEW CABIN AT RUTILE ST M.P. 47.38
Rec#: WO#: 61548
IS: /NDR / /WIT/KPM

MODIFICATION LEVEL	
O.A. LAST LEVEL CHECKED	DV
LAST LEVEL MOD THIS TYPICAL	DV
LAST LEVEL BY DESIGNER	DV
CHANGED FROM TYPICAL?	Y

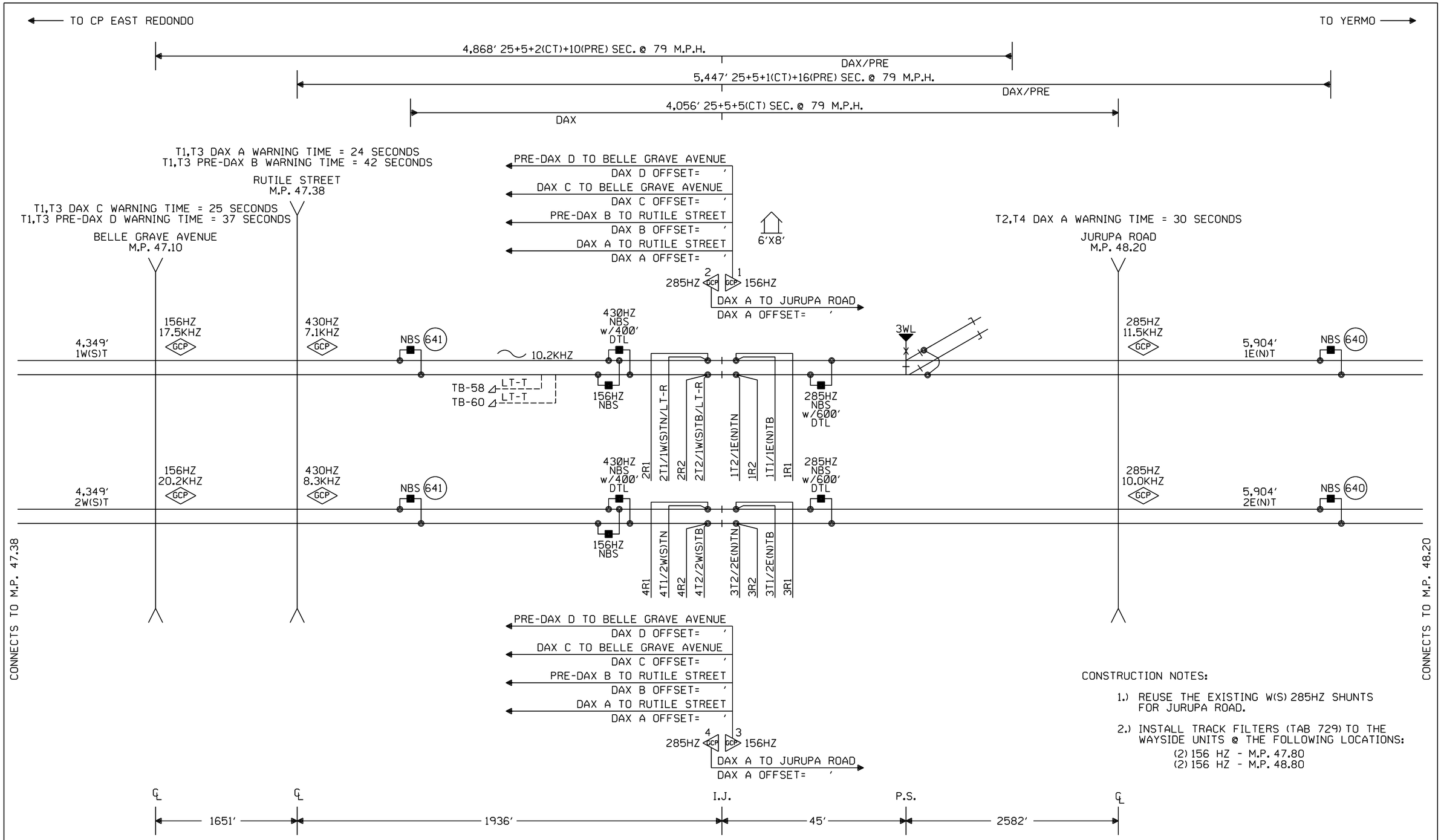
REV 09.23.16 4K PREEMPT.1A

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 06/25/21
Des: WIT
Chk: NDR
AFE: 61548

UNION PACIFIC RAILROAD
RIVERSIDE, CALIFORNIA
RUTILE STREET
LOS ANGELES SUBDIVISION
Office of Sr AVP Engineering - Signal/TCO Omaha, Nebraska

Sh.: 1A
DOT 810978W
MP: 47.38
ID: 09654738.1AX



CONSTRUCTION NOTES:

1.) REUSE THE EXISTING W(S) 285HZ SHUNTS FOR JURUPA ROAD.

2.) INSTALL TRACK FILTERS (TAB 729) TO THE WAYSIDE UNITS @ THE FOLLOWING LOCATIONS:
(2) 156 HZ - M.P. 47.80
(2) 156 HZ - M.P. 48.80

NOTES:

⊘ = OBSERVE CORRECT POLARITY EQUIPMENT WILL BE DAMAGED IF CONNECTIONS ARE REVERSED.

⊗ = TWISTED WIRES.

ALL WIRING TO TRACK 2C.NO.6 U.G.B.T. CABLE

ALL HOUSE WIRING TO BE NO.16 UNLESS OTHERWISE SPECIFIED

REFER TO STANDARDS DRAWING FOR HOUSE GROUNDING SCHEME.

ALL GROUND CONNECTIONS TO BE #6 OR LARGER, SIGNAL WIRING SHOP TO RUN ALL GROUND CONNECTIONS.

ENSURE TRACK POLARITY IS TRANSPOSED ACROSS ALL INSULATED JOINTS.

⧗ = TEST TERMINALS MUST BE INSTALLED ON ALL WIRING CONNECTED TO EXTERNAL CABLES (EXCEPT TRACK AND A.C. POWER WIRES).

SHOW ACTUAL DED INSTALLED LOCATION ON DRAWING.

PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.

MATERIAL NOTES; DELETE UPON "AC"

(6X8) 6X8 ALUMINUM CABIN U.P. PART #520-0185

W(S) ←—○—→ E(N)

NEW SHEET

Designed: 06/25/21
INSTALL FLASHERS, GATES, CANT AND CWT CIRCUITS IN A NEW CABIN AT RUTILE ST M.P. 47.38
Rec*: WO*: 61548
IS: /NDR / /WIT/KPM

MODIFICATION LEVEL	
O.A. LAST LEVEL CHECKED	DW
LAST LEVEL MOD THIS TYPICAL	DW
LAST LEVEL BY DESIGNER	DW
CHANGED FROM TYPICAL?	Y

REV 02/24/21 IXS2TRR.1S

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

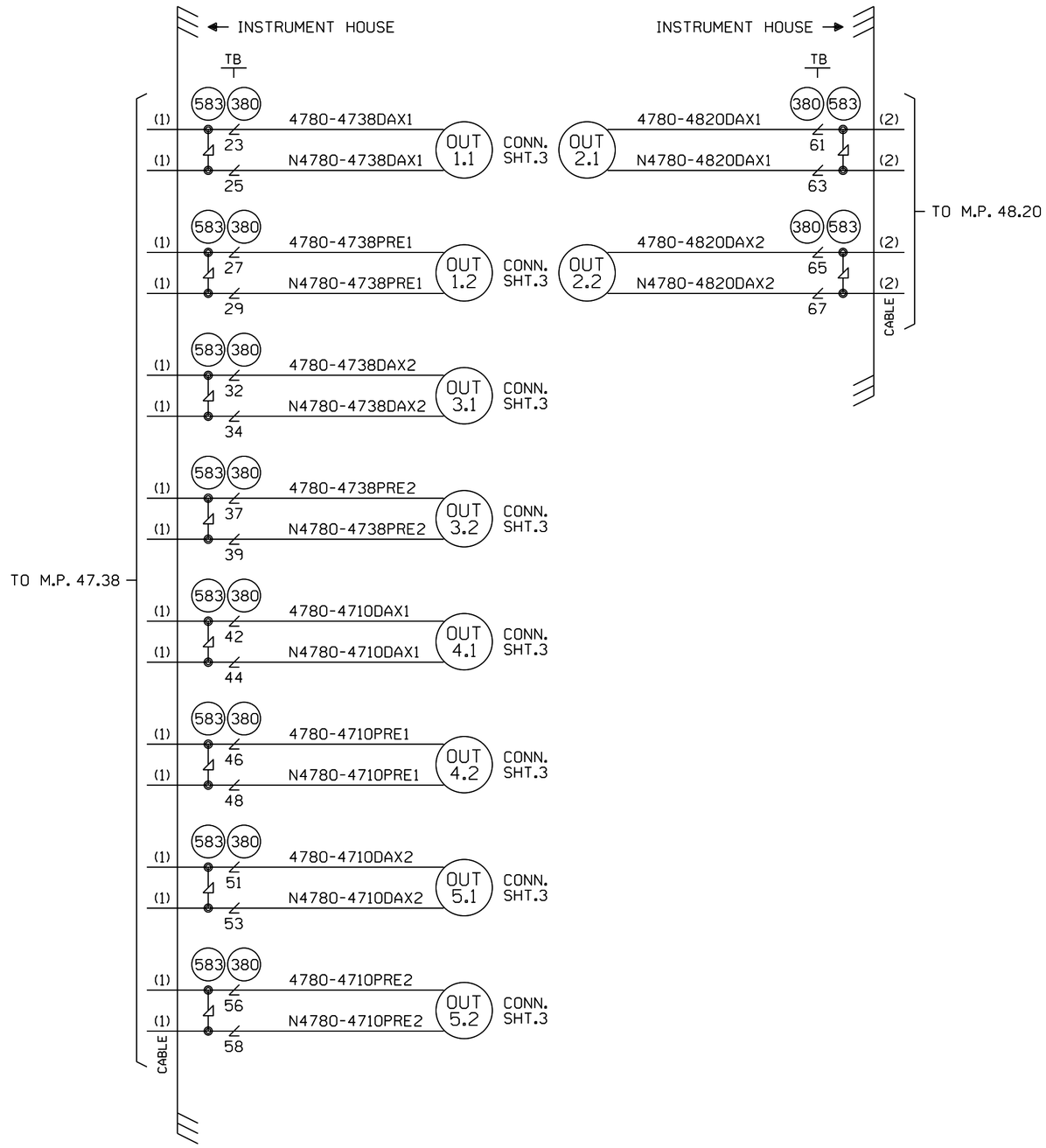
DATE: 06/25/21
DES: WIT
CHK: NDR
A.F.E. 61548

UNION PACIFIC RAILROAD

TWO TRACK REPEATER
LOS ANGELES SUBDIVISION

Office of Sr AVP Engineering - Sig Omaha, Nebraska

SH. 1
M.P. 47.80
ID=09654780.1S



CABLE TABULATION

CABLE NO. 1 19C#14 U.G.B.T. HOUSE TO M.P. 47.38
CABLE NO. 2 7C#14 U.G.B.T. HOUSE TO M.P. 48.20

NEW SHEET

							Designed: 06/25/21 INSTALL FLASHERS, GATES, CANT AND CWT CIRCUITS IN A NEW CABIN AT RUTILE ST M.P. 47.38 Rec#: WO#: 61548 IS: /NDR / /WIT/KPM	CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	DATE: 06/25/21 DES: WIT CHK: NDR A.F.E. 61548	UNION PACIFIC RAILROAD TWO TRACK REPEATER LOS ANGELES SUBDIVISION Office of Sr AVP Engineering - Sig Omaha, Nebraska	SH. 1A M.P. 47.80 ID=09654780.1AX

EXHIBIT F

TO

PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit F will be Annual Signal Maintenance Fee

AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS
ESTIMATED MAINTENANCE COSTS

BUILDING AMERICA®

FOR PID # 119495
BY THE UNION PACIFIC RAILROAD

STREET	RUTILE STREET
TOWN	RIVERSIDE, CA
MILEPOST	47.38
SUBDIVISION	LOS ANGELES
AAR/DOT NO.	810978W
WORK ORDER#	61548

DESCRIPTION	VALUE	QUANTITY	UNITS
NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)	2	0	0
SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP	2	0	0
HIGHWAY GRADE CROSSING SIGNAL (FRONT LIGHTS)	2	7	14
ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)	1	7	7
GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT	8	2	16
GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT	10	1	10
GCP/HXP (constant warning device, per track circuit)	15	2	30
EXIT GATE MANAGEMENT SYSTEM RACK*	10	0	0
MOVEMENT DETECTOR (PMD)	6	0	0
MOVEMENT DETECTOR (STANDBY UNIT)	3	0	0
RADIO DATA LINK, PER UNIT	1	0	0
PREEMPTION CIRCUIT	2	1	2
DATA RECORDER	1	0	0
REMOTE MONITORING DEVICE (SEAR, ETC)*	2	1	2
BONDED RAIL JOINTS (per mile, each rail, single bonded)	1	0	0
BATTERY AND CHARGER (per set)	1	2	2
TOTAL UNIT COUNT			83
PAVEMENT RESTORATION COSTS			(Actual)
Annual Maintenance Cost at $170/Unit			$14,110

*UP supplied Unit Value

January 25, 2022

UP Real Estate Project No.: 0781131

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Pedley Road
810981E
0.61 – Crestmore Industrial Lead
Pedley, Riverside County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the_____day of _____, 20__ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY** (”Railroad"), a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 and **CITY OF JURUPA VALLEY** (“City”), a municipal corporation of the State of California, to be addressed at 8930 Limonite Avenue, Jurupa Valley, California 92509.

RECITALS:

Presently, the City owns and maintains an existing at grade public road crossing over Pedley Road, DOT Number 810981E (the “Existing Crossing”) at Railroad’s Milepost 0.61 on Railroad’s Crestmore Industrial Lead at or near Pedley, Riverside County, California (“Railroad’s Operating Property”).

The City now desires to undertake as its project (the “Project”) the reconstruction and widening of the Existing Crossing with the addition of a lane, median, and sidewalks. The Existing Crossing, as reconstructed and widened is hereinafter the “Roadway.”

The Railroad’s Operating Property being utilized for the Existing Crossing is not sufficient to allow for the reconstruction and widening of the Roadway. The portion of Railroad’s Operating Property that City needs to use in connection with the Roadway (including the area being utilized for the Existing Crossing) is shown on the Railroad’s location print marked **Exhibit A**, attached hereto and hereby made a part hereof (the “Crossing Area”).

In support of its Project, the City has requested the Railroad’s cooperation in connection with upgrading grade crossing protection devices, upgrading highway traffic control signals, and installing the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the operation of said highway traffic control signals. Said work is to be performed at the sole expense of City.

The Railroad and the City are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. <u>EXHIBIT B</u>

The general terms and conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

Section 2. <u>RAILROAD GRANTS RIGHT</u>

For and in good and valuable consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the City the right to construct, maintain and repair the Roadway over and across the Crossing Area.

For purposes of advanced signal preemption, Railroad hereby grants permission and authority to City and/or its Contractor (as defined below) to install the conduit with the necessary wiring on Railroad's Operating Property on the condition that prior to performing any work on Railroad's Operating Property, City shall, or shall require its Contractor to, notify the Railroad and/or enter into a right of entry agreement with Railroad, as applicable pursuant to the terms and conditions of this Agreement.

Section 3. <u>DEFINITION OF CONTRACTOR</u>

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's Operating Property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. <u>CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE</u>

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the City shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and

- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on Railroad's Operating Property. Under no circumstances will the Contractor be allowed on the Railroad's Operating Property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0781131

D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. <u>FEDERAL AID POLICY GUIDE</u>

If the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. <u>NO PROJECT EXPENSES TO BE BORNE BY RAILROAD</u>

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT <u>TO CITY; CITY'S PAYMENT OF BILLS</u>

A. The work to be performed by the Railroad, at the City's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated September 9, 2021, and September 15, 2021, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's

estimated cost for the Railroad's work associated with the Project is Six Hundred Sixty Four Thousand Three Hundred Thirty Two Dollars ($664,332.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's Operating Property within six (6) months from the date of the Estimates.

C. The City acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the City or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the City or the Contractor as determined by the Railroad and the City. If it is determined that the Railroad will be billing the Contractor directly for such costs, the City agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the City during the Project and final billing to the City within one hundred eighty (180) days after receiving written notice from the City that all Project work affecting the Railroad's Operating Property has been completed.

E. The City agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. <u>PLANS</u>

A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Roadway and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City or Contractor on the Plans is at the risk of the City and Contractor.

Section 9. <u>NON-RAILROAD IMPROVEMENTS</u>

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's Operating Property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and City mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Roadway and Crossing Area, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. <u>EFFECTIVE DATE; TERM; TERMINATION</u>

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad’s Operating Property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's Operating Property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK

Neither the City nor the Contractor may commence any work within the Crossing Area or on the Railroad's Operating Property until:

(i) The Railroad and City have executed this Agreement.

(ii) The Railroad has provided to the City the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. City shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The City confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad, and (ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad. The City also confirms and acknowledges that (i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents. The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. SIGNAL PREEMPTION

A. City and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at the Crossing Area, in accordance with the design schematic marked **Exhibit E**, hereto attached and hereby made a part hereof (the “Designs”).

B . City, at its expense, shall furnish all material, labor, equipment and supervision for the installation and maintenance of highway traffic control signals at the Crossing Area, as applicable in accordance with the Designs.

C. Railroad, at City’s expense, shall furnish all material, labor, equipment and supervision for the work described in the Estimate(s) and in accordance with the Designs, including, as applicable, installation of signals and/or appurtenances and installation of the necessary relays and other materials required to interconnect and coordinate the operation of the highway traffic control signals to be installed by the City.

D. Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party’s signals or communications lines, or those of its tenants; and if, at any time, the operation

or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

E. Except as set forth in this Section, City shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against City arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to City on account of any failure of City's traffic signal to operate properly, nor shall City have or be entitled to maintain any action against Railroad arising from any failure of City's traffic signal to operate properly.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By:_____
Printed Name: _____
Title: _____

CITY OF JURUPA VALLEY

By:_____
Printed Name: Rod Butler
Title: City Manager

EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)

LEGEND:

EXISTING CROSSING AREA

ADDITIONAL CROSSING AREA

UPRRCO. R/W OUTLINED

CADD FILENAME	0330338.DGN
SCAN FILENAME	0330338_CAV07001.TIF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PEDLEY, RIVERSIDE COUNTY, CA

M.P. 0.61 - CRESTMORE IND. LD.

LASL CA V-7 / 1

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 11/8/2021

RRM FILE: 03303-38

EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's Operating Property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the Railroad's Operating Property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's Operating Property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the City shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's Operating Property, unless the City at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the Crossing Area as a component part of the Railroad's Operating Property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within Railroad's Operating Property) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's Operating Property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the City upon the Railroad's Operating Property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the Railroad's Operating Property, such property shall be replaced or repaired by the City at

the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The City shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the City's expense.

B. If, in the future, the City elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the City's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad’s tracks through the Crossing Area, the City shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the City shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's Operating Property.

B. **Entry on to Railroad's Operating Property by City**. If the City's employees need to enter Railroad's Operating Property in order to perform an inspection of the Roadway, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's Operating Property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's Operating Property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the City's employees need to enter Railroad's Operating Property as provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly

assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon

notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's Operating Property or facilities.

F. **Supervision**. The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to any facilities or property of the Railroad including Railroad's Operating Property. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's operations, facilities and property of the Railroad including Railroad's Operating Property.

G. **Suspension of Work**. If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any operations, property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's Operating Property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's Operating Property during snow removal from the Crossing Area.

I. **Explosives**. The City shall not discharge any explosives on or in the vicinity of the Railroad's Operating Property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the property, operations and facilities of Railroad, including Railroad's Operating Property. For the purposes hereof, the "vicinity of the Railroad's Operating Property" shall be deemed to be any place on the Railroad's

Operating Property or in such close proximity to the Railroad's Operating Property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's Operating Property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the operations, facilities and property of the Railroad or any part thereof, including the Railroad’s Operating Property, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the City shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's Operating Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's Operating Property.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the property or facilities of Railroad at the Crossing Area, including Railroad's Operating Property.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.

B. Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.

C. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not

affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

TO

PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Account Estimates.

Material And Force Account Estimate
CITY OF JURUPA VALLEY

Estimate Creation Date: 09/09/2021 Number: 135410 Version: 1

Estimate Good Until 09/09/22

Location: CRESTMORE IND LD, CROS, 6.64-6.67
Buy America: Yes

Description of Work: CITY OF JURUPA VALLEY, CA, PEDLEY ROAD, M.P. 0.61, CRESTMORE INDUSTRIAL LEAD, DOT# 810981E, WO# 61547, PID# 119494, ()

SIGNAL

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
	Xing - Engineering Design	1	LS	6,917.00	6,917	0	6,917
	Xing - 1 Trk CWE w/Four Quad Gates	1	EA	192,474.00	67,200	125,274	192,474
	Xing - Sidelight	2	EA	907.00	0	1,814	1,814
	Xing - Contract Services for Preempt Cutover	1	LS	20,000.00	0	20,000	20,000
	Xing - Meter Service	1	LS	15,000.00	0	15,000	15,000
	Xing - Fill/Rock/Gravel	1	LS	5,000.00	0	5,000	5,000
	Xing - Boring	1	LS	10,000.00	0	10,000	10,000
C-MIPP (PROJ MGMNT)	Xing - Misc.	1	LS	30,000.00	0	30,000	30,000
FEDERAL184.71% (SIG)	Xing - Labor Additive	1	LS	136,901.51	136,902	0	136,902
				Sub-Total =	**211,019**	**207,088**	**418,107**
				Totals =	**211,019**	**207,088**	**418,107**
				Grand Total =			**$418,107**

Disclaimer: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in cost or amount of material or labor required, Agency will pay actual costs at rates effective at the time of construction.

Material And Force Account Estimate
CITY OF JURUPA VALLEY

Estimate Number: 135448 Version: 1

Standard Rates: **Labor Additive = 222.97%**

Estimate Good Until 09/15/22

Location: CRESTMORE IND LD, INDL, .59-.63
Description of Work: 810981E Pedley Rd City of Jurupa Valley CA .61 Crestmore Ind Ld
Prepared For: Riverside
Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	45,944.00	45,944	0	45,944	0	45,944
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,845.44	0	1,845	1,845	0	1,845
					Sub-Total =	**45,944**	**3,645**	**49,589**	**0**	**49,589**
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	128	TF	841.23	59,614	48,064	107,678	0	107,678
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	32	TF	796.36	17,114	8,370	25,484	0	25,484
	COMPJT	Transition Rail - 136#	2	PR	6,651.04	6,764	6,538	13,302	0	13,302
					Sub-Total =	**94,942**	**62,971**	**157,913**	**0**	**157,913**
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - prefab	50	TF	152.60	7,630	0	7,630	0	7,630
	TRACK	Remove Track	110	TF	32.66	3,593	0	3,593	0	3,593
					Sub-Total =	**11,223**	**0**	**11,223**	**0**	**11,223**
SITE WORK - CONTRACT										
		Asphalt: Saw Cut	1	LS	2,500.00	0	2,500	2,500	0	2,500
					Sub-Total =	**0**	**2,500**	**2,500**	**0**	**2,500**
EQUIPMENT RENTAL										
		Equipment Rental	5	LS	5,000.00	0	25,000	25,000	0	25,000
					Sub-Total =	**0**	**25,000**	**25,000**	**0**	**25,000**
Total Wgt. in Tons = 589					**Totals =**	**152,109**	**94,117**	**246,225**	**0**	**246,225**

Grand Total = $246,225

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Riverside will pay actual construction costs at the current rates effective thereof.

EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____ located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Appendix A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN APPENDICES B AND C.

The terms and conditions contained in **Appendix B** and **Appendix C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - <u>ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE</u>.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Appendix B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - <u>SCHEDULE OF WORK ON A MONTHLY BASIS.</u>

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad’s property.

ARTICLE 6 - <u>TERM; TERMINATION</u>.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - <u>CERTIFICATE OF INSURANCE</u>.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Appendix C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Appendix B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Appendix B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179
Attn: Manager
Project No. 0781131

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad _____ Dollars ($_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor’s modifications, negligence, or any other reason arising from the Contractor’s presence on the Railroad’s property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

Appendix A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Appendix A will be a print showing the general location of the work site.

LEGEND:

EXISTING CROSSING AREA

ADDITIONAL CROSSING AREA

UPRRCO. R/W OUTLINED

CADD FILENAME	0330338.DGN
SCAN FILENAME	0330338_CAV07001.TIF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

Appendix "A"

UNION PACIFIC RAILROAD COMPANY

PEDLEY, RIVERSIDE COUNTY, CA

M.P. 0.61 - CRESTMORE IND. LD.

LASL CA V-7 / 1

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 11/8/2021

RRM FILE: 03303-38

APPENDIX B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. <u>LIMITATION AND SUBORDINATION OF RIGHTS GRANTED</u>

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. <u>NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS</u>.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY

TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

APPENDIX C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

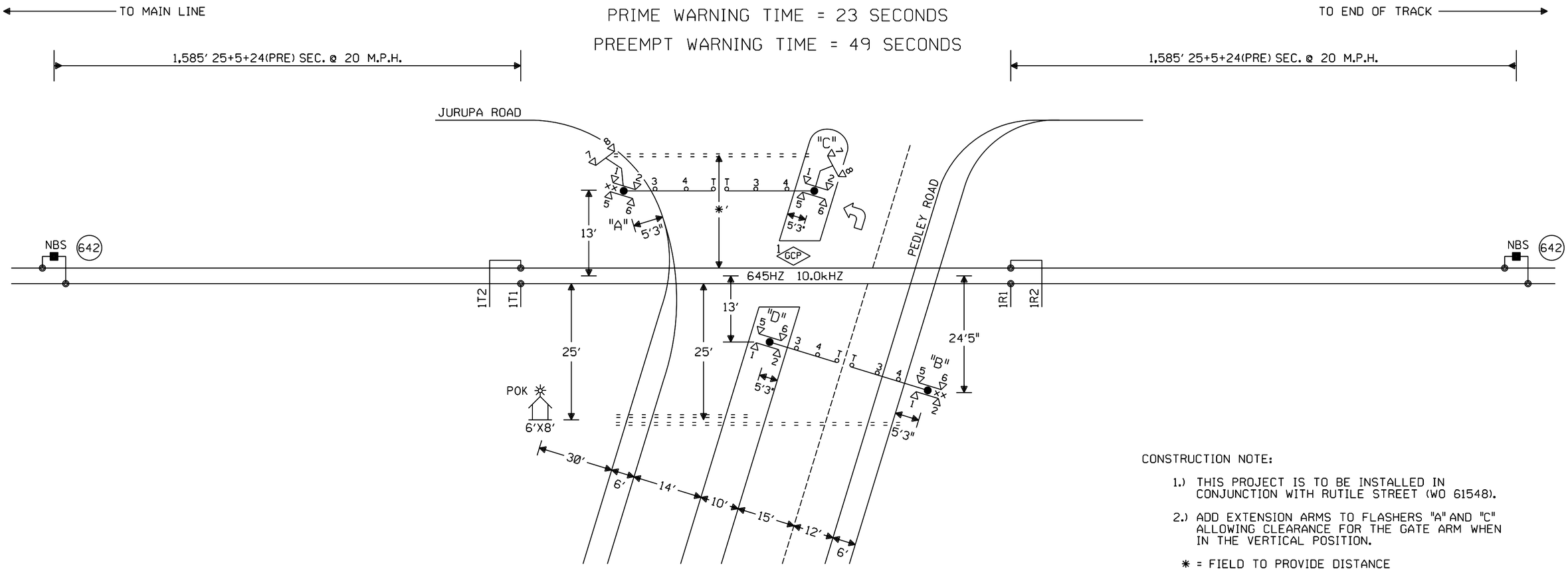
L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT E
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit E will be signal design schematic

PRIME WARNING TIME = 23 SECONDS

PREEMPT WARNING TIME = 49 SECONDS



CONSTRUCTION NOTE:

1.) THIS PROJECT IS TO BE INSTALLED IN CONJUNCTION WITH RUTILE STREET (WO 61548).

2.) ADD EXTENSION ARMS TO FLASHERS "A" AND "C" ALLOWING CLEARANCE FOR THE GATE ARM WHEN IN THE VERTICAL POSITION.

* = FIELD TO PROVIDE DISTANCE

NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH, LENGTHS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".

REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.

= = = = = = 4" X 160' CONDUIT

LIGHTS: LED LIGHTS

xx = BELL

TRK 1 ISLAND DISTANCE 168' MINIMUM 120' REQUIRED

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

PREFERRED ISLAND WIRE CONNECTIONS ARE A MINIMUM 50' FROM EDGE OF ROAD

W(S) ◄——○——► E(N)

NEW SHEET

Designed: 6/25/21
INSTALL FLASHERS GATES & CWT CIRCUITS IN A NEW CABIN AT PEDLEY ROAD, MP 0.61 AS PART OF A CORRIDOR PROJECT.
Rec*: WO*: 61547
IS: /NDR
/ / WIT/KPM

MODIFICATION LEVEL	
Q. A. LAST LEVEL CHECKED	DV
LAST LEVEL MOD THIS TYPICAL	DV
LAST LEVEL BY DESIGNER	DV
CHANGED FROM TYPICAL?	Y

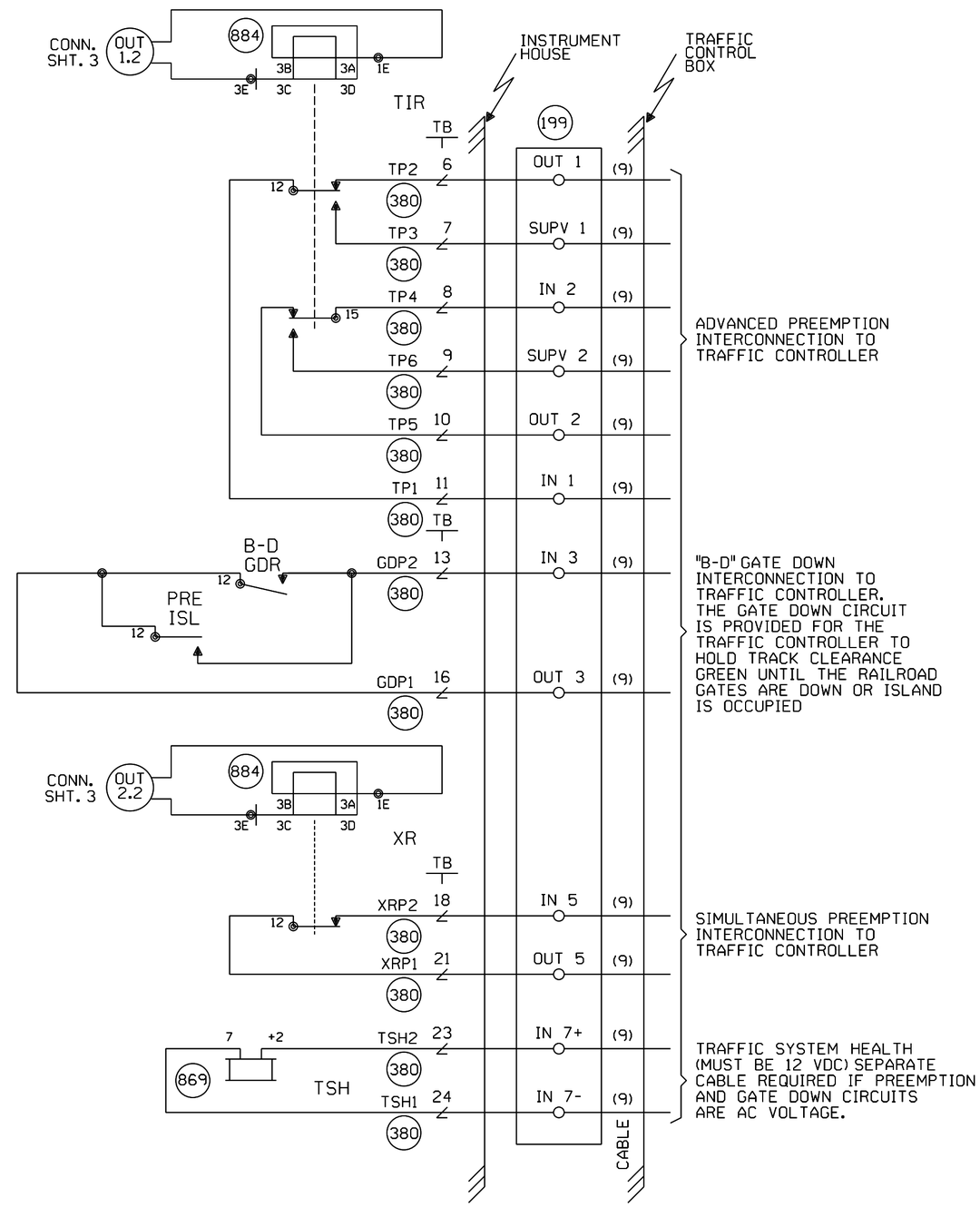
Rev 09.23.16 4K 4GTYP.1

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 06/25/21
Des: WIT
Chk: NDR
AFE: 61547

UNION PACIFIC RAILROAD
RIVERSIDE, CALIFORNIA
PEDLEY ROAD
CRESTMORE INDUSTRIAL LEAD
Office of Sr AVP Engineering - Sig Omaha, Nebraska

Sh.: 1
DOT 810981E
MP: 0.61
ID: 0970061.1X



CABLE NO. 9 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER

NEW SHEET

Designed: 6/25/21
INSTALL FLASHERS GATES & CWT CIRCUITS IN A NEW CABIN AT PEDLEY ROAD, MP 0.61 AS PART OF A CORRIDOR PROJECT.
Rec*: WO*: 61547
IS: /NDR
/ /WIT/KPM

MODIFICATION LEVEL	
O. A. LAST LEVEL CHECKED	DV
LAST LEVEL MOD THIS TYPICAL	DV
LAST LEVEL BY DESIGNER	DV
CHANGED FROM TYPICAL?	Y

REV 09.23.16 4K PREEMPT.1A

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 06/25/21
Des: WIT
Chk: NDR
AFE: 61547

UNION PACIFIC RAILROAD

RIVERSIDE, CALIFORNIA
PEDLEY ROAD
CRESTMORE INDUSTRIAL LEAD

Office of Sr AVP Engineering - Sig — Omaha, Nebraska

Sh.: 1A
DOT 810981E
MP: 0.61
ID: 0970061.1AX

RETURN TO AGENDA

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**
BY: **PAUL TOOR, PUBLIC WORKS DIRECTOR**

SUBJECT: **AGENDA ITEM NO. 11.H**

AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND K&A ENGINEERING, INC. FOR THE ENGINEERING DESIGN SERVICES OF MARKET STREET WIDENING PROJECT NUMBER 19108

RECOMMENDATION

1) That the City Council approve the Agreement between the City of Jurupa Valley and K&A Engineering, Inc. for Engineering Services for Market Street Widening project number 19108 and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

The City, with the assistance of the Riverside County Transportation Department, is currently designing the Market Street Bridge crossing the Santa Ana River shared by the Cities of Riverside and Jurupa Valley. The existing bridge has two lanes in both directions and is in need of repairs/reconstruction due to the current age and structural deficiency.

In order to accommodate the future traffic conditions, the bridge has been widened from two lanes into a four-lane roadway. Subsequently, the extension of Market Street from the Santa Ana River to Rubidoux needs to be widened to meet the traffic demands in the future.

On May 5, 2022, staff published a Request for Proposals ("RFP") for the Engineering Design Services. The RFP was published on the City's PlanetBids portal, a web- based procurement and bidding system.

The scope of work advertised in the RFP included the design services for Market Street. The RFP closed on June 9, 2022, and the City received eight proposals.

ANALYSIS

The City received proposal from the following firms:

- Hunsaker & Associates, Inc., Riverside, CA
- IMEG Corp., Ontario, CA
- TKE Engineering, Inc., Riverside, CA
- HR Green, Corona, CA
- KOA Corp, Ontario, CA
- Mark Thomas, Ontario, CA
- ONWARD Engineering, Anaheim, CA
- K&A Engineering Inc., Corona, CA

Per Section 3.15.100 of the Jurupa Valley Municipal Code, professional services are defined as services provided by any specially trained and experienced person or firm in areas such as accounting, engineering, finance, and planning. Agreements for professional services are awarded by the City Council on the basis of the demonstrated competence, qualifications, and on the fairness and reasonableness of the cost of services to the City, and shall not be awarded solely on the basis of cost.

A review committee consisting of engineering Staff ranked the proposals per guidelines set forth in the RFP. Upon ranking, K&A Engineering Inc. was ranked as the best-qualified firm to provide the services based on their local engineering experience. Staff interviewed two firms to verify capacity and capability to perform the required services. After interviewing both firms, Staff determined that K&A Engineering Inc. is qualified to provide the services.

K&A Engineering Inc. has 25 years of experience and is a full service-engineering firm with over 38 employees in their Corona office. K&A Engineering Inc. currently provides services to numerous municipalities throughout Riverside, San Bernardino, Los Angeles, and Orange counties.

FINANCIAL IMPACT

The proposed agreement is for a fee not-to-exceed amount of $243,683.00. The funding of this project is through Traffic Uniform Mitigation Fee (TUMF) and is budgeted for FY 21-22

ALTERNATIVES

1. Do not approve the Agreement between the City and K&A Engineering Inc.
2. Provide alternative direction to staff.

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

Prepared by:

Kahono Oei
Senior Civil Engineer

Reviewed by:

Paul Toor
Public Works Director/City Engineer

Reviewed by:

Connie Cardenas
Director of Administrative Services

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. Agreement between the City and K&A Engineering Inc.

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND K&A ENGINEERING, INC. FOR MARKET STREET IMPROVEMENTS, CIP #19108

THIS AGREEMENT is made and effective as of September 1, 2022, between the City of Jurupa Valley ("City") and K&A Engineering, 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 September 6, 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 September 5, 2023, 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 Two Hundred Forty-three Thousand Six Hundred Eighty-three dollars ($243,683.00) 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 (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: Paul Toor, Public Works Director
To Consultant:	K&A Engineering, Inc. 357 N. Sheridan, Suite 117 Corona, CA 92878 Attention: Amir Fallahi, Principal

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

_____
Rod B. Butler
City Manager

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

_____
Peter M. Thorson
City Attorney

K&A ENGINEERING, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

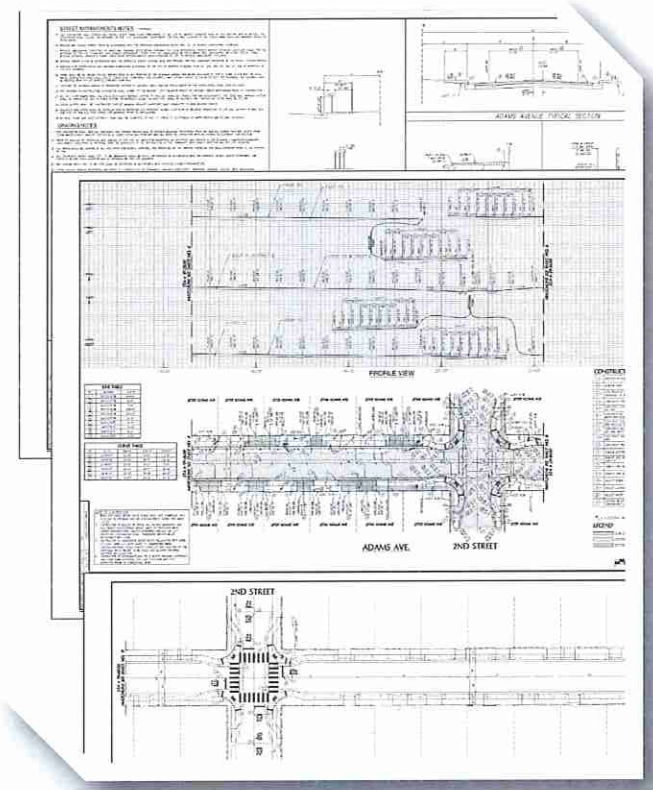
EXHIBIT A

SCOPE OF SERVICES

The scope of work shall be performed in accordance with Consultant's proposal dated June 9, 2022, and attached hereto as Exhibit A-1.

Exhibit A-1

K&A ENGINEERING, INC.



Market Street Improvements
RFP No. 2202-08
CIP 19108

Prepared for:

City of Jurupa Valley
Public Works Department
Attn: Victoria Wasko

Submittal Date:
June 9, 2022

K&A Engineering
Land Planning
Surveying

357 N. SHERIDAN STREET, SUITE 117
CORONA, CA 92878
Ph: (951) 279-1800
Fax: (951) 279-4380
Web: KAENGINEERING.COM

Engineering, Inc.

ENGINEERING
LAND PLANNING
SURVEYING

June 9, 2022
Addendum: August 10, 2022

CITY OF JURUPA VALLEY – PUBLIC WORKS DEPARTMENT
Attn: Victoria Wasko
8930 Limonite Avenue
Jurupa Valley, CA 92509

Subject: **RFP NO. 2022-08 CIP 19108: PROFESSIONAL DESIGN SERVICES FOR MARKET STREET IMPROVEMENTS**

Dear Ms. Wasko,

K&A Engineering, Inc. (K&A) is pleased to submit this proposal for providing engineering services for the design of approximately 3,500 linear feet (LF) of street improvements along Market Street, from Rubidoux Boulevard to Via Cerro. This proposal will include an alignment study, preparation of construction plans, geotechnical investigation with pavement evaluation, cost estimates, bid schedule, technical specifications, and potholing. Additionally, the attached statement of qualification will demonstrate K&A Engineering Inc.'s has the qualifications and the ability to provide the services required to make this City's project successful for the City and its residents.

K&A Engineering, Inc. is a Civil Engineering firm of approximately 38 employees located at:

357 N. Sheridan Street, Suite 117
Corona, CA 92878
Tele: (951) 279-1800
Fax: (951) 279-4280

K&A's office is located just west of Main Street and north of Blain Street, about 12 miles (and less than 20 minutes) from the City's office and approximately 18 miles (around 25 minutes) from the proposed project. We believe that our close proximity to the City and the project, our knowledge of the City's and County of Riverside's requirements, standards and policies, as well as our longstanding excellent relationships with City's and County's Staff allows K&A Engineering, Inc. to provide responsive attention to the City's needs.

K&A Engineering, Inc. has in-house Civil Engineering Staff and in-house Survey Department with multiple Field Crews and has the capabilities to provide the services listed, but not limited to, in the RFP. The sub-consultants listed in this proposal will be managed/coordinated with K&A Engineering, Inc. directly. K&A has developed a longstanding positive working relationship with the Sub-consultants, and they have proved themselves to be responsive, thorough, professional, and honest in dealings with our staff.

We received the City's Request for Proposal dated May 5, 2022, and RFP Addendum No. 1 dated June 6, 2022.

During the proposal evaluation period for this RFP, K&A's contact person will be:

Mr. Christopher Barr, PM
Phone: (951) 279-1800 ext. 151
Email: ChrisB@kaengineering.com

K&A is financially stable with no pending litigation, planned office closures, or impending merger. We have a solid client base that includes both private developers/builders and public works agencies.

Mr. Keith Osborn and Mr. Amir Fallahi are both able to legally execute agreements on behalf of the company and enter into contracts with the City of Jurupa Valley.

The attached proposal shall remain valid for a period of not less than 90 days from the date of submittal of this proposal, but further extensions may be made if agreed to by both, City and K&A Engineering, Inc.

K&A Engineering, Inc. attest that all information submitted with is true and correct.

We sincerely appreciate this opportunity to submit our qualifications to you and look forward to meeting with you, at your convenience, to discuss this proposal and answer any questions you may have.

Sincerely,
K&A ENGINEERING, INC.

Amir Fallahi, P.E.
Principal/CFO

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K&A ENGINEERING, INC. INTRODUCTION & QUALIFICATIONS

Company Profile

K&A Engineering, Inc. was formed in March of 1998 by the two founding principles, Keith Osborn, P.E. and Amir Fallahi, P.E. and collectively bring over 60 years of professional experience in civil engineering and public works engineering. Bringing together a multi-disciplinary staff of registered professional engineers, licensed land surveyors and state certified Storm Water Pollution Prevention Plan (SWPPP) developers (QSD/QSP).

K&A employs a highly qualified team of 38 professional, technical and support staff in order to provide timely and responsive Civil Engineering and Land Surveying service to our clients. We offer services such as, but not limited to:

Planning Services

- Feasibility Studies
- Master Plans of Water, Sewer, and Drainage
- Flood Plain Analysis
- Alignment Studies
- Right of Way Documentation
- Land Use Planning
- Zone Changes
- Preparation of Tentative and Final Maps

Engineering & Survey

- Improvement Plans for Water, Sewer, Storm Drain, Streets, and Building Facilities
- Boundary and Topographic Survey
- Preparation of Legal Descriptions and Plats
- Preparation of Specifications and Cost Estimates
- WQMPs
- SWPPPs
- Erosion Control Plans

Construction Support & Survey

- Preparation of Bid Documents
- Construction Staking
- ALTA/ACSM Land Title Surveys
- As-Built Drawings
- Establishment of Citywide GPS Network
- Setting and Recalibration of Benchmark Monuments

K&A Engineering, Inc. has provided high-quality surveying and engineering services to various municipal and county agencies, and private clients on a wide variety of projects over the past 24 years. Our Public Agency clientele include, but not limited to, the following:

- **County of Riverside**
  Economic Development Agency
  Flood Control & Water Conservation District
  Transportation and Land Management Department
  Parks & Open Space District
- **Claremont Unified School District**
- **Eastern Municipal Water District**
- **Orange County Community Resources**
- **Temescal Valley Water District**
- **City of Jurupa Valley**
- **City of Corona**
- **City of Claremont**
- **City of Eastvale**
- **City of Diamond Bar**
- **City of Menifee**
- **City of Ontario**
- **City of Perris**
- **City of Pomona**

K&A's 8,700 SF office is centrally located in Corona, California at 357 North Sheridan Street and has been providing quality service from this location since 1998.

K&A Engineering, Inc. is financially stable firm with no prior bankruptcies, no pending litigation, no impending merger, or planned office closure.

Relevant Experience

The following partial list of past and relevant projects will demonstrate K&A's Staff capabilities on various challenges and expertise. Each one of the projects required conformance with various agency standards, standard plans, and procedures to conform the needs of the area.

- **ADAMS AVENUE STREET WIDENING & IMPROVEMENT PROJECT**
  Client: City of Menifee, Department of Public Works (CIP Division)
  Contact: Mr. Carlos Geronimo (951) 723-3722
  Project Status: Completed

  K&A Engineering, Inc. performed the design and prepared improvement plans for the construction of approximately 850-feet of street improvements for Adams Avenue, between Antelope Road and 3RD Avenue, in the City of Menifee.

  The Scope of the project included creating detailed topographic survey map using conventional methods, researching and gathering right-of-way and property line limits, existing utilities investigation, widening of current street, adding new curb and gutter, constructing new sidewalk, rebuilding numerous driveways, grind and overlay of existing pavement and new signing and striping. Additionally, the City of Menifee requested to implement a local street choker design at all the intersections. Although a simple project at first glance, these new improvements had its share of obstacles, ranging from providing a positive drainage on an extremely flat street with no local underground storm drain facilities, to a proper vertical driveway design that would work with existing resident's property and future street improvements. The proposed street widening and all additional construction that came with the project not only provided an upgrade, and beautified the ageing neighborhood, but also provided its residents with a safe, proper and ADA compliant path of travel in the surrounding neighborhood.

- **DARTMOUTH STREET RESURFACING PROJECT**
  Client: County of Riverside Transportation Department
  Contact: Mr. Alfredo Martinez (951) 955-0086
  Project Status: Completed

  Under contract with the County of Riverside Transportation Department, K&A Engineering, Inc. prepared improvement plans for approximately 1.7 miles of street improvements and pavement resurfacing of Dartmouth Street in Riverside County, adjacent to the City of Hemet, from Crest Drive to Florida Ave. to the Hemet city limits, Florida Ave.

  The project is located in a well-established neighborhood immediately adjacent to the City of Hemet. Dartmouth Street is a residential street with more than 100 homes fronting the limits of the project. The Scope of the project included creating detailed plans to resurface existing pavement, examination and replacement of existing cross gutters, curb & gutter and sidewalk. The scope of work also included replacement of 40 curb ramps and 35 driveway approaches, and the preparation of signing and striping plans.

- **ONTARIO AVENUE CIR RESURFACING PROJECT**
  Client: City of Corona
  Contact: Mr. Peter Ramey (951) 736-2278
  Project Status: Completed

  K&A Engineering, Inc. prepared the design of improvement plans to repair and resurface Ontario Avenue from California Avenue to Magnolia Avenue for the City of Corona Public Works Department. This 1 ½ mile section of roadway is a significant east-west component for City of Corona's traffic circulation. It is a major roadway serving in excess of 30,000 vehicles a day. This section of roadway includes a landscaped center median, 5 traffic signals, and 40 pedestrian curb ramps.

  K&A's engineering staff field inspected the project alignment to determine the condition of the existing pavement, curb & gutter, sidewalk, pedestrian curb ramps, and provided its recommendations for removals, replacements, and the curb ramps needing upgrading to the City staff for review and approval. City staff, in conjunction with their geotechnical consultant, determined the pavement resurfacing strategy. K&A prepared the project plans that included sheets of double plan view of the street improvement plans, and sheets of double plan view of the traffic striping plans, and the replacement of 23 pedestrian curb ramps to conform to the new federal guidelines. K&A's design also included other improvements such as modifications to the pedestrian push buttons to meet ADA standard locations, replacement of traffic loop detectors, and the installation of several video detectors to an existing traffic signal.

  Additional references and project descriptions can and will be provided upon request.

Relevant Sub-Consultant Team

Over the 24-year history of K&A Engineering, Inc. we have created and established professional work relationships with many Sub-Consultants in various fields. To make this project successful, K&A proposes to team up with the following sub-consults:

Service: Geotechnical Services
Company: GeoTek, Inc.
Contact: Mr. Steven D. Runyan
K&A's Working History with Sub-Consultant: 15+ years on numerous public and private projects.

Service: Potholing Services
Company: Boudreau (DIR No. 1000003803)
Contact: Mr. Shawn Clark
K&A's Working History with Sub-Consultant: 7+ years on numerous public and private projects.

Service: Landscape and Irrigation Design Services
Company: BMLA
Contact: Ms. Shannon Karlson
K&A's Working History with Sub-Consultant: 15+ years on numerous public and private projects.

Service: Traffic Signal and Signing & Striping Design Services
Company: LL&G
Contact: Mr. Kim Preap
K&A's Working History with Sub-Consultant: 10+ years on numerous public and private projects.

Service: CEQA Review Services
Company: L&L Environmental Inc.
Contact: Ms. Carla D. Wakeman
K&A's Working History with Sub-Consultant: 15+ years on numerous public and private projects.

K&A have been working with the following Sub-Consultants for many years and on various projects. During this time we have developed a great working relationship and understanding of each others' trade and thus allowing us to provide a great service in a timely manner to our clients.

Corporate Project References

Client: County of Riverside Transportation Department
Contact: Mr. Khalid Nasim, PE - Project Development Engineering Division Manager
Tel: (951) 955-3337 E-mail: KNasim@rctlma.org

Client: City of Corona
Contact: Mr. Vernon R. Weisman, PE - District Engineer
Tel: (951) 279-3608 E-mail: vernon.weisman@CoronaCA.gov

Client: City of Menifee
Contact: Mr. Nick Fidler, PE – Public Works Director/ City Engineering
Tel: (951) 723-3704 E-mail: nfilder@CityofMenifee.us

Client: Eastern Municipal Water District
Contact: Mr. Nate Olivas, PE - Associate Civil Engineer
Tel: (951) 928-3777 E-mail: olivasn@emwd.org

KEY PERSONNEL

& PROJECT ORGANIZATION

Key Personnel Resumes & References

K&A Engineering, Inc team has the necessary experience and ability to successfully meet the City's requirements for this project. The following resume synopsis will demonstrate the ability of the key personnel for this project to deliver required experiences and knowhow.

Additional resumes and past project information can and will be provided upon request.

Amir H. Fallahi, P.E.

PRINCIPAL / CFO

40 years Experience / 24 years with K&A Engineering, Inc.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

Registered Civil Engineer – CA #55534, AZ #30008
American Society of Civil Engineers
Building Industry Association

EDUCATIONAL BACKGROUND

CALIFORNIA POLYTECHNIC UNIVERSITY, POMONA
BS, Civil Engineering – 1981

PROFESSIONAL EXPERIENCE

Mr. Fallahi has over 40 years of professional engineering experience in all aspects of design and management of land development projects throughout Southern California. As Principal and project manager, Mr. Fallahi's responsibilities include management and supervision of the development of tentative tract maps, improvement plans, drainage plans, ALTA and final tract maps, as well as contract administration and project scheduling and budgeting. He has managed a wide variety of projects from master planned communities to infrastructure development and improvements, and utility improvement projects publicly financed by special assessment or community facilities districts.

Representative project experience includes:

Wildrose Master Plan Community – Mr. Fallahi served as Project Manager for the Wildrose Master Planned community project. He directed site development engineering services for this 396-acre site in Riverside County, California.

As part of the Wildrose Master Community Plan, Mr. Fallahi was responsible for the design of road improvements as well as construction supervision and coordination with applicable agencies. These services included the re-alignment of 1.6 miles of Knabe Road and re-surfacing the portion of existing road. The work was performed as part of a multi-million-dollar community facility district 87-5 for the County of Riverside Transportation Department.

La Habra Hills Project – As Project Manager for the La Habra Hills Master Planned Community, a 200-acre master planned community, Mr. Fallahi was responsible for the preparation of the improvement plans, grading plans, and construction documents for the entire project, as well as providing project coordination with the cities of La Habra and La Mirada, CALTRANS, Army Corps of Engineers, counties of Orange and Los Angeles. In addition, Mr. Fallahi was responsible for the coordination with private consultants providing services to the cities of La Habra and La Mirada.

These services also included:

a. Beach Boulevard widening and re-surfacing one-half of the existing pavement. Extensive drainage improvement was incorporated into the widening of Beach Blvd. The work was performed for the private developer on behalf of the City of La Habra. All the engineering drawings and specifications were coordinated and permitted by CALTRANS.

b. Mr. Fallahi was responsible for preparation of engineering drawings and specification for widening of Idaho Street in the City of La Habra. The services included the modification to existing traffic signal, striping plan, detour plans, construction drawings and construction cost estimate. The work was completed as part of the La Habra Hills Specific Plan Improvement for the private developer on behalf of the City of La Habra.

Audie Murphy Ranch Project – As Principal in charge, Mr. Fallahi is responsible for project scheduling, contract administration, and supervision of all aspects of engineering related to the preliminary and final engineering, including grading design, road designs and utility design.

The project consists of 2800± single family homes, two school sites, parks and open space amenities. Mr. Fallahi is in charge of coordination with the client and other consultants for the design of extensive drainage facilities, wastewater facilities and resolution of domestic water needs. Mr. Fallahi is in charge of coordination and planning with environmental consultants to mitigate for the existing environmental constraints such as knatt catcher habitat and regional water quality issues. As part of the planning for the project, the site must be balanced for each phase of the development due to the salt creek environmental constraints and construction of the Newport Road prior to completion of the grading. A portion of the development for the project, shall be financed by Special Assessment District (C.F.D), which K&A Engineering, Inc. will be in charge of the design for those facilities.

La Bonita Park – As Project Manager for La Bonita Park in the City of La Habra, Mr. Fallahi was responsible for coordination with City of La Habra Planning Commission, Public Works Department and other consultants to prepare a set of improvement plans and specifications for re-construction of the existing ±22-acre park. The project included four new baseball fields, two new parking lots and closure of two public roads. The design of the park included a very complicated dry and wet detention basin with re-construction of an existing trapezoidal channel as an outlet.

Glenn Budd, P.E.

DIRECTOR OF ENGINEERING

40 years Experience / > 1 year with K&A Engineering, Inc.

PROFESSIONAL REGISTRATIONS

Registered Civil Engineer – CA #58411

EDUCATIONAL BACKGROUND

Valley College, San Bernardino, CA
California State Polytechnic University, Pomona, CA

PROFESSIONAL EXPERIENCE

Mr. Budd recently joined K&A Engineering, Inc. in January 2022. Mr. Budd has more than 40 years of experience in management, strategic planning with preliminary and final engineering design of numerous and diverse projects throughout the Inland Empire. These projects include communities and cities in San Bernardino and Riverside Counties, also several projects in Orange and Los Angeles Counties. Glenn's specific experience includes roadways, backbone infrastructure, water, sewer and storm drain systems with underground piping and open channels for commercial, industrial, residential, residential and public work projects.

Glenn has extensive management experience of both projects and staff. As a senior manager, is responsible for client relations, staffing project documentation, construction support and Quality Assurance/Quality Control on all projects. He also prepares or supervises the preparation of Water Quality Management Plans, SWPPP, NOI, hydrology/hydraulic reports, sewer and water reports, project schedules and project status reports, construction design plans including street, street light, signing and striping, sewer and water, reclaimed water, storm drain, grading, erosion control and others. Glenn has a working knowledge of both AutoCADD and MicroStation. He facilitates communications with clients, clients' consultants, public agencies and project teams, both internally and externally.

Representative project experience includes: *(* Mr. Budd involvement prior to joining K&A Engineering, Inc.)*

Kimball Avenue CIPP – Rincon Meadows Avenue to Main Street – City of Chino, CA* - This project is approximately 3500 linear feet of pavement widening on the north side of the roadway. This widening fronts along the Chino Airport in the City of Chino. Proactive prepared the CIPP improvement plans which included street, storm drain and ADA Ramps for Kimball Avenue at 4 intersections. Glenn was involved with the design as the Engineer of Record.

Tract 20008 – Richland Communities and KB Homes - City of Chino, CA* - This project is 296 units subdivision in the City of Chino. It consists of single family, 4-plex and 6-plex multi-family units. The project has street, sewer water, storm drain, hydrology and WQMP components. The City of Chino required 27 directional ADA Ramps throughout the project with design criteria stricter than the Federal Policy on Accessible Pedestrian Facilities. Glenn was involved with the design, Material Submittal reviews, and construction operation by responding to Request for Information (RFI), coordinating with the contractors and City of Chino.

City of Wildomar Plan Check Services, Wildomar, CA* - The plan check services for Oak Creek Canyon Tract 36388. This project is a residential development with 315 single family lots, a park and a commercial area. The project will provide an important east-west corridor between the cities of Wildomar and Menifee. This east-west corridor is classified as a 152 feet Urban Arterial Highway with an interim of 4 traffic lanes built per the plans that allows for ultimate of 6 traffic lanes. The plan check includes review of street, street striping/signage, street lighting, cost estimate, hydrology report, hydraulics, basin routing (6 basins), mass grading, and storm drainpipes. The project is located within two separate receiving watersheds, Santa Margarita and Santa Ana.

North San Bernardino Industrial Park Plan Check - San Bernardino Municipal Water Department (SBMWD), San Bernardino, CA* - The Plan Check services on the North San Bernardino Industrial Park for SBMWD are part of the expedited plan check required and paid for by the developer of this important project in the city. The project is along Cajon Boulevard from Kendall Drive to the projection of Little League Drive in the northwesterly section of the City of San Bernardino. The project is for new construction of over 6,600 linear feet of a 12-inch Ductile Iron Pipe (DIP) that crosses existing BNSF Railroad tracks. The water line interconnections with existing 12-inch DIP and 24-inch DIP. The plan check services including reviewing the horizontal and vertical design, quantities, fire hydrant requirements, jack & bore casing design, adherence to SBMWD design and drafting standards, etc. Mr. Budd provides necessary coordination with SBMWD staff to maintain records and status of incoming and outgoing reviews.

Theater Square Project – San Bernardino EDA, San Bernardino, CA - Project Manager for the design and construction of the 1-acre project. This project was for redevelopment of the existing abandoned Cinema Star Theater in downtown San Bernardino on the corner of "E" Street and 4th Street. The project was to revitalize the surrounding frontage improvements of the building to re-open the cinema by Regal Cinema. Glenn was involved from the beginning of this project and worked as a partner with SBEDA and the City Mayor's office to complete this project in the spring of 2012. The project had many aspects including demolition of the existing improvements, design of the new improvements and providing professional assistance throughout the bidding, evaluation of bids, RFI and construction operations.

I-405 Freeway (73 to 605) Improvement Project Orange County Transportation Authority | OPC Services * - Project Manager, responsible for providing grading and conceptual design engineering support for property takes from approximately 30 parcels as part of the proposed 405 freeway widening project. Deliverables included property grading analysis and exhibits, cost estimates, reports, and various engineering studies. Consideration for ADA compliance for walkways and parking was also analyzed.

Rob Scipio, P.L.S.

VICE PRESIDENT OF SURVEY AND MAPPING

33 years' Experience / 3 years with K&A Engineering, Inc.

PROFESSIONAL REGISTRATIONS

Professional Land Surveyor, CA #9154

EDUCATIONAL BACKGROUND

SJC Southern California Joint Apprenticeship 1989 IUOE Local 12

PROFESSIONAL EXPERIENCE

Mr. Scipio recently joined K&A Engineering, Inc. in February 2019. Mr. Scipio obtained his surveying training through the Southern California Surveyors Joint Apprenticeship program in 1989 and is a Registered Land Surveyor in the State of California with 33 years of experience in Land Surveying, Mapping and Construction Staking for private sector and public works clients in Southern California. His experience demonstrates an emphasis on the successful management of mapping department and multiple field survey crews performing complex boundary analysis and resolution engineering and construction surveys on major public works and land development projects throughout Southern California.

Representative project experience includes: *(* Mr. Scipio involvement prior to joining K&A Engineering, Inc.)*

Fleming Ranch, City of Menifee, CA – A 300-acre, 1000 lot subdivision planned development within the City of Menifee. Mr. Scipio provided research, established project boundary and prepared tract maps, legal descriptions and Plats.

Menifee Village, City of Menifee, CA – **Subdivision** for planned development within the City of Menifee. Mr. Scipio provided research, established project boundary and prepared tract maps, legal descriptions and Plats.

Rosena at Summit, City of Fontana, CA – **Subdivision** for planned development within the City of Fontana. Provided research, established project boundary and prepared tract maps, legal descriptions and Plats.

Ridgemoor Rd. Pipeline Project, City of Sun City, CA – **Eastern** Municipal Water District. Provided research and Topographic Surveys including Aerial. Surveying Services for Pothole Investigations.

McCall Blvd. Pipeline Replacement Project, City of Menifee – **Eastern** Municipal Water District. Provided research and Topographic Surveys including Aerial. Surveying Services Pothole Investigations.

Wardlow Road Sewer Relocation Project, City of Corona, CA – City of Corona Department of Public Works. Provided research and prepared legal descriptions and plats.

Los Alamitos Power Plant for Kiewit Construction, CA * – Survey Manager for the construction of the new Los Alamitos power plant. Duties included the coordination of field survey work, field-staking, preparation of calculations and as-built surveys.

Donald W. Bergh, P.E.

DIRECTOR OF DRAINAGE

47 years' Experience / 23 years with K&A Engineering, Inc.

PROFESSIONAL REGISTRATIONS/AFFILIATIONS

Registered Civil Engineer, CA #28949; AZ #27542; NV (Inactive) #10158
Certified SWPPP QSD CA #00690
American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

EDUCATIONAL BACKGROUND

California State Polytechnic University at Pomona
BS, Civil Engineering – 1977

PROFESSIONAL EXPERIENCE

Mr. Bergh has over 42 years of experience in engineering management and design on a variety of Public Works and Land Development projects.

Mr. Bergh served as Division Manager of a Southern California Consulting Firm's Public Services section where he was responsible and managed the Development Review, Improvement Plan Checking, and Inspection for 16 agencies in Southern California. Some of the agencies Mr. Bergh provided plan checking services was to the Cities of Corona. Mr. Bergh also served as Flood Control engineer for the City of Hemet.

Significant projects Mr. Bergh has had direct responsibilities include:

City of Corona – Project manager responsible for providing plan checking and technical review on numerous development projects submitted to the City, including review of or consulting on City policies, Subdivision Map Act, flood control, grading and conditions of approval.

Deputy City Engineer, Moreno Valley – Established, operated and managed the City Engineer's Office. Directed the City's development review process, flood plain management program and public works inspection services. Managed the City's initial 5-year Capital Improvement Program, various City Public Works improvement projects, annexations and funding requests.

City of Chino – Project manager responsible for providing plan checking and technical review on numerous development projects submitted to the City, including review of or consulting on City policies, Subdivision Map Act, flood control, grading and conditions of approval

Deputy City Engineer, Coachella – Managed City Engineer's Office, directed City's development review process, and public works inspection services.

Christopher K. Barr

PROJECT MANAGER \ PROJECT DESIGNER

20 years' Experience / 14 years with K&A Engineering, Inc.

PROFESSIONAL REGISTRATIONS

None

EDUCATIONAL BACKGROUND

AA Mechanical & Electrical Design – MTI College
Engineering Classes – Riverside Community College, Riverside, CA
Engineering Classes – California State Polytechnic University, Pomona, CA

PROFESSIONAL EXPERIENCE

Mr. Barr has over 20 years of professional civil engineering experience. Mr. Barr is a Project Designer at K&A Engineering, Inc. currently assigned to support K&A's Public Works Engineering Division on a variety of projects. Mr. Barr has worked on a wide variety of projects throughout Southern California ranging from the design of manufacturing, recycling, and solid waste handling facilities, business parks to numerous Cities Capital Improvement Projects.

Significant projects Mr. Barr has had direct responsibilities include:

Ontario Ave. Cold-In-Place Recycling Project – City of Corona DPW Provided services for the design and preparation of rehabilitation plans for approximately 1 ½ mile segment of existing distressed roadway. Additionally, provided analyzation of existing ADA ramps and paths of travel and included recommendations and designs of ADA compliant ramps, pedestrian crosswalk push button locations and path of travel.

Dartmouth Street Resurfacing Project – County of Riverside Transportation Department Provided services for the design and preparation of rehabilitation plans for approximately 2 miles segment of existing distressed roadway. Additionally, provided project coordination, research, analyzation of existing ADA ramps and paths of travel and included recommendations and designs of ADA compliant ramps and path of travel.

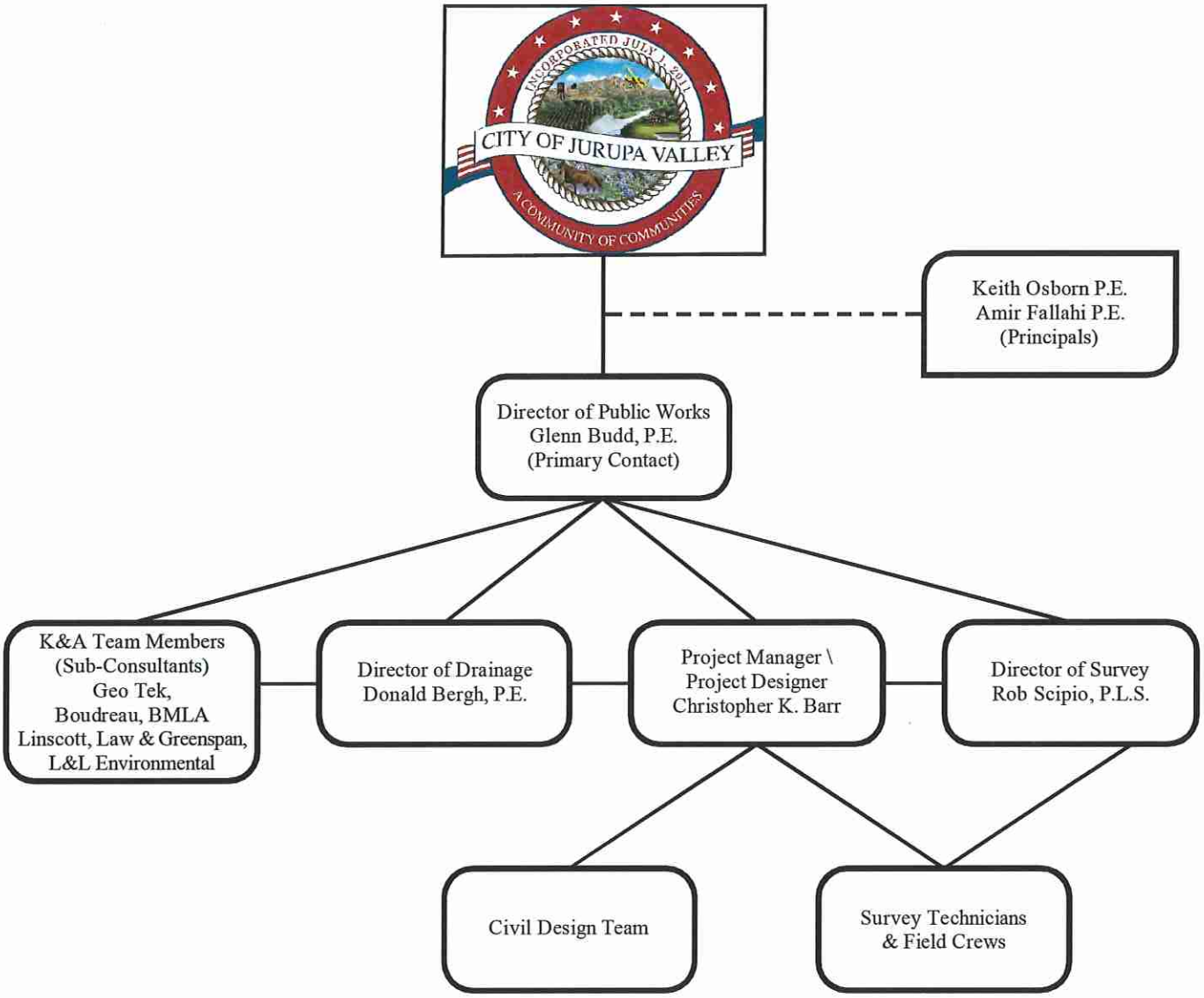
Columbia Street Rehabilitation Project – County of Riverside Transportation Department
Provided services for the design and preparation of rehabilitation plans for approximately 1 ¼ mile segment of existing distressed roadway. Additionally, provided analyzation of existing ADA ramps and paths of travel and included recommendations and designs of ADA compliant ramps and path of travel.

ADA Ramps Rehabilitation Project – City of Chino DPW
Provided services for the design and preparation of rehabilitation plans for two separate existing alleys, approximately 600 feet each alley. Additionally, provided recommendations and designs of ADA compliant ramps and path of travel and improvements to surface drainage.

ADA Ramps Rehabilitation Project – City of Chino DPW
Provided services for the design and preparation of rehabilitation plans for numerous existing ramps and adjacent returns fronting major and side streets.

K&A Engineering, Inc.

Key Personnel Level of Reporting

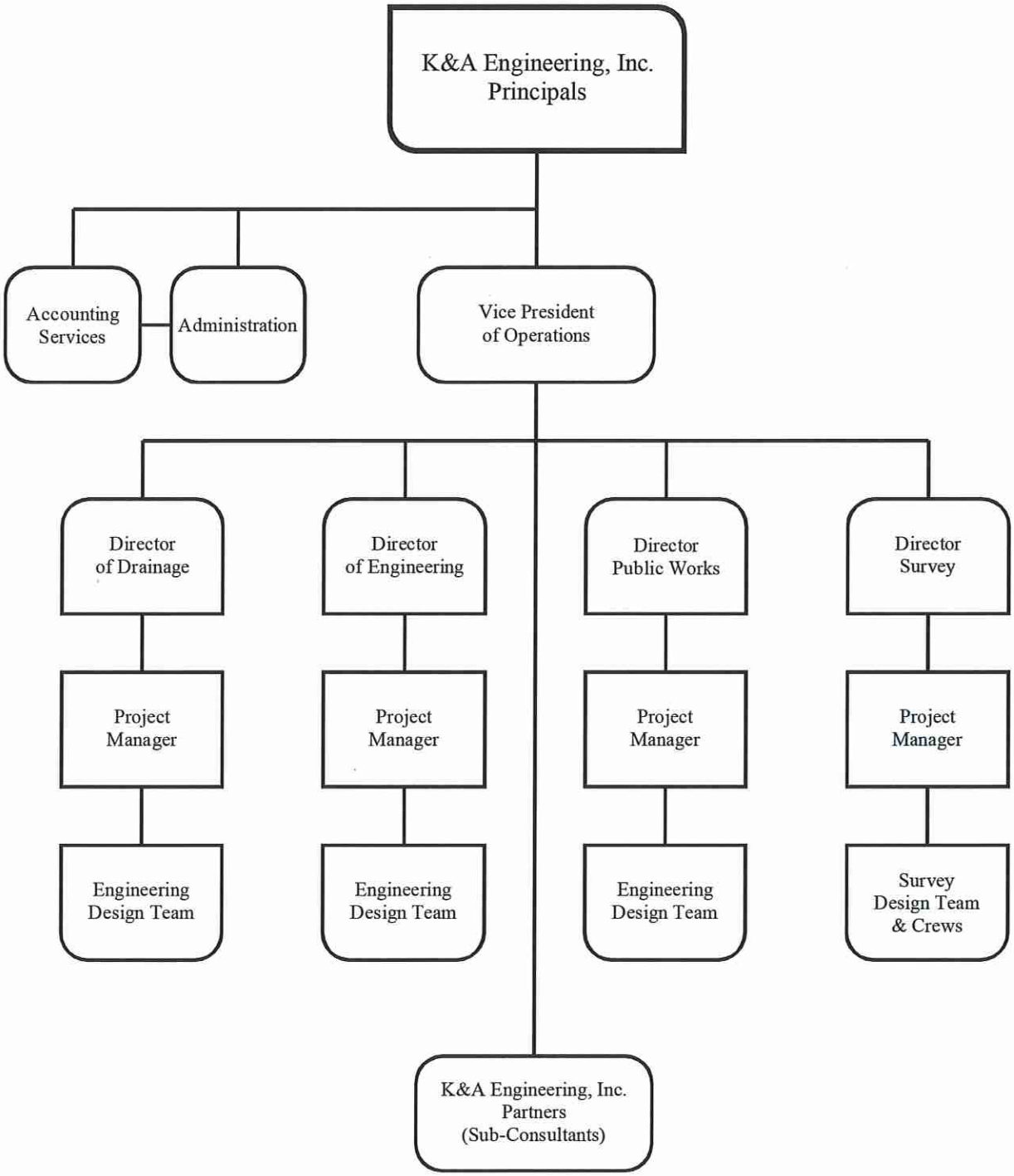


K&A Engineering, Inc. commits to the City that all
Key Personnel provided in this proposal will be available for the duration of the project,
and that no person designated as "key" to the project will be removed or replaced without prior written concurrence of the City.

Engineering
Land Planning
Surveying

K&A Engineering, Inc.

Company Organization



Steven D. Runyan, PE

Materials and Testing Division Manager

Areas of Expertise

Construction Inspection
Materials Testing
Materials Engineering
Pavement Design (Rigid and Flexible)
Construction Engineering Consulting

Education

Bachelor of Science, Civil Engineering, CSU-Fullerton
Masters of Science, Civil Engineering, CSU-Fullerton

Registrations

Professional Civil Engineer, C 84108

Certifications

Registered Civil Engineer #84108

ICC Soils and ICC Concrete Special Inspector

ACI Field Testing Technician, ACI Strength Testing Technician and ACI Masonry Field Testing Technician

Nuclear Density Gauge Operator

O.S.H.A. Safety and Health

First Aid/CPR

Professional Affiliations

American Society of Civil Engineers
Earthquake Engineering Research Institute
American Concrete Institute.
ACI—Socal Chapter

Professional Experience

Mr. Runyan has been in the construction industry for over 15 years, and as a professional for more than 5 of those years. Mr. Runyan is proficient with laboratory and field-testing of construction materials and methods for public and private construction. Mr. Runyan has been directly involved with Geotechnical engineering responsibilities, ranging from site investigation to analysis of collected data. Since August of 2010, he has managed the day to day operations for projects, personnel, equipment, and finances for multiple projects, specializing in field construction inspection and testing, laboratory testing, materials engineering and consulting services.

Representative Project Experience

Project experience has included construction engineering and materials testing services for projects both public and private. These projects vary in size and complexity, and include residential (single family), master planned communities, concrete tilt-up buildings, masonry buildings, parking structures, road construction and both steel and pour-in-place high rise buildings.

Mr. Runyan has also provided the engineering supervision for construction inspection and materials testing and for several Division of State Architect projects such as; Barstow Community College - Performing Arts Center and Wellness Center, Cucamonga School District - Los Amigos Elementary School and Various Site Improvement projects, Moreno Valley Unified School District - Portables and Modular Building Addition projects, Morongo Unified School District - Joshua Tree Elementary, Palm Vista Elementary Modernization and Yucca Valley High School Classroom building, Corona Norco Unified School District - Corona High School cell site and Various Site improvement projects

Professional History

Material Division Manager - GeoTek, Inc., Riverside, CA, 2017 to present

Principal Engineer/Operations Manager, United-Heider Inspection Group Inc., Moreno Valley, CA, 2016 to 2017

Principal Engineer/Operations Manager, United Inspection and Testing., Moreno Valley, CA, 2016 to 2016

Staff Engineer/Laboratory Manager, Heider Inspection Group Inc., Ontario, CA, 2010 to 2016

SHAWN CLARK

PROJECT MANAGER

EDUCATION

- M.B.A., CSU Chico, 1997
- B.S., Business Administration, CSU Chico, 1991

YEARS OF EXPERIENCE

- 12
- 1 (with Boudreau Pipeline)

Mr. Shawn Clark serves as a Project Manager and Estimator for Boudreau Pipeline in the Utility Locating Division. He has extensive experience in providing subsurface utility engineering (SUE), utility coordination, and project management services for projects throughout California. With over 12 years of experience in the engineering and construction industry, he has successfully coordinated projects to completion with a wide range of agencies. His expertise includes project initiation and coordination, contract management, construction management, site assessments, permitting and permit compliance. He has managed projects of varying size involving engineering, design, permitting, and installation/construction. He has been an Associate Member Chair for Utility Engineering and Survey Institute since 2017, and he is a member of the ASCE.

RELEVANT PROJECT EXPERIENCE

Los Angeles Community College District | Energy Efficiency/Utility Infrastructure, Subsurface Utility Engineering (SUE) Services | Los Angeles, CA

Mr. Clark was the **Project Manager** for ASCE 38-02-compliant SUE services for nine Los Angeles Community College Campuses. The scope included providing geophysical utility designating, test holes (potholes), survey and deliverable production and submittals. He also managed and reported the review of subcontractor utility condition assessments and topographical survey. (11/2018 - 06/2020)

Los Angeles County Sanitation District | Joint Water Pollution Control Plant Effluent Outfall Tunnel | Carson, CA.

As part of the 7-mile-long, 18-foot-diameter tunnel to convey treated water from Carson to the ocean, Mr. Clark - as the **Project Manager** - successfully managed his former firm's efforts in potholing 278 locations to install seismic monitors to ensure existing utilities are not disrupted during the tunneling phase. (08/2020 - 08/2021)

Orange County Sanitation District | P-128 Headquarters Complex Project | Fountain Valley, CA

Mr. Clark was the **Project Manager** responsible for providing utility investigation services, including utility designating, test holes, permitting, and deliverable production for the District's new headquarters. His former firm's scope was completed ahead of schedule and within budget. The total project cost is estimated at $167 million, and construction is scheduled to be completed in May 2023. (04/2020 - 10/2020)

City of Anaheim – Sycamore Street Improvement Project | Anahiem, CA

Mr. Clark was the **Project Manager** responsible for providing utility investigation services, including utility designating, test holes, permitting, and deliverable production for the client to use in critical infrastructure improvement on Sycamore Street. Project was completed on time and within budget. (03/2021-04/2021)

National Community Renaissance – High Density Housing Project for the City of Glendale | Glendale, CA

Mr. Clark was the **Project Manager** responsible for providing utility investigation services, test holes, permitting, and deliverable production for a key boundary survey that will be used to demolish existing facility and build 400 housing units. (11/2021)

bmla
LANDSCAPE
ARCHITECTURE

SHANNON KARLSON, RLA, ASLA
Registered Landscape Architect #6070, California
Bachelor of Science in Landscape Architecture, 1996, Cal Poly Pomona

Shannon Karlson has been with BMLA since 1998 and is currently the Director of Production managing and overseeing the majority of projects at BMLA. Along with directing duties, Mr. Karlson is responsible for the preparation of contracts and budgets, coordination of project consultants, construction document oversight, and delivery of product to clients, as well as client relations. Shannon's interest and expertise in native and California-friendly plant material and water conserving irrigation methodologies has led to the implementation of sustainable design practices in all of the projects on which he has worked. These projects demonstrate that 'green' designs can be aesthetically pleasing, functional, educational, and have long term savings in water use and costs.

RELEVANT PROJECT EXPERIENCE

CITY OF CORONA DEMONSTRATION GARDEN – *CORONA, CA*
Conceived as an element of the City of Corona's water use reduction goals, the Corona City Hall Demonstration Garden provides a method of communicating water saving techniques and plant species with the larger community. Demonstration garden themes include a Mediterranean garden, a grassland Garden, a Sub-Tropical garden and a parkway turf replacement demonstration area. Additionally, demonstration signage and brochures were designed for this project for public education.

PARKWAY TURF REPLACEMENT PROGRAM - *CITY OF CORONA*
Shannon was the project manager for this city-wide turf replacement project. More than 150,000SF of turf and spray irrigation was replaced in parkways and medians throughout the City. Low water-use shrubs and point source irrigation were installed. Shannon led the team in the development of a maintenance manual for the City to use for ongoing maintenance.

EASTERN MUNICIPAL WATER DISTRICT HEADQUARTERS – *MENIFEE, CA*
BMLA worked with the Eastern Municipal Water District in this project to analyze existing site conditions and provide a solution that provides significant water savings. The final design incorporates drought tolerant plant material that can withstand the high salinity and alkalinity of reclaimed water and is appropriate to the climate zone for Perris, CA. Turf was completely replaced with a variety of groundcovers, hardscape areas and small areas of synthetic turf. Water savings are estimated at 70%.

Kim Preap, P.E.

Senior Transportation Engineer

Years of Experience:
17 years

Years with LLG Engineers:
17 years

Education:
B.S. Civil Engineering
University of California, Irvine

Registration:
Professional Engineer
CA Registration TR 2833

Professional Memberships:
ITE | ASCE | OCTEC

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Pasadena
Irvine
San Diego
Woodland Hills

Biography

Mr. Kim Preap is a licensed Traffic Engineer in the state of California. He earned his Bachelor of Science in Transportation Engineering from University of California, Irvine and has over 17 years of experience working on traffic engineering projects throughout the Southern California region. Mr. Preap has extensive experience in roadway operation system designs, CCTV, trunk line communication, among others. He has also performed various large scale projects for Caltrans. Mr. Preap has extensive experience in the design of traffic signals, street lighting, signing and striping, and traffic control plans, pedestrian accessibility upgrades and has succeeded in completing more than 50 traffic signal related designs. In addition, he provides "on-call" consulting services for the City of Dana Point and City of Long Beach in Southern California. Mr. Preap expertise in traffic engineering helps LLG continue it tradition of excellence in the region.

Areas of Expertise

- Traffic Forecasting and Impact Analysis Reports
- Transportation Planning and Site Design Consultation
- Mixed-Use Parking Demand Studies
- Conceptual Improvement Plan Preparation
- Street Lighting Design
- Traffic and Parking Field Studies
- Traffic Signal Design
- Traffic Control Plan/Detour Design
- Signing and Striping Design
- Suggested Route to School Plans
- Expert Witness Testimony

Relevant Project Experience

Jurupa Medical Center, City of Jurupa Valley, California –

Mr. Preap was the project manager for Jurupa Medical Center located on the southwest corner of Mission Boulevard and Pedley Road. Mr. Preap prepared the traffic signal modification plan. Mr. Preap worked close with the developer, City and County staff to ensure the project was completed on time and to address any unforeseen design challenges during construction.

The Quarry Residential, City of Jurupa Valley, California –

Mr. Preap was the project manager for The Quarry, a single family home residential development located on the northwest corner of Armstrong Road and 34th Street. The traffic improvements entail preparation of signing and striping, traffic control, and signal interconnect plans along Armstrong Road and 34th Street. Mr. Preap worked close with the developer and City staff to ensure the project was completed on time and to address any unforeseen design challenges during construction.

Carla D. Wakeman, M.A.
Senior Biologist / Technical Writer

Ms. Wakeman has more than 25 years of experience in biological resources fieldwork and reporting in California and the western U.S. She has performed biological surveys, ecological research, environmental compliance monitoring, and habitat restoration. She has prepared technical documents and reports and authored numerous biological resources sections for environmental impact reports, environmental impact statements, environmental assessments, biological assessments and biological evaluations, biological resources technical reports, constraints analyses, and initial studies.

EDUCATION

M.A., Biology (Ecology and Evolution) – 1988, University of California, Riverside, CA
B.A., Biology, – 1984, Elmira College, Elmira, NY

PROFESSIONAL HISTORY

L&L Environmental, Inc. - Senior Biologist: 2017-present Author and edit technical documents including Habitat Assessments, Biological Assessments, survey reports, monitoring reports, and compliance reports. Prepare regulatory permit application packages.

Aspen Environment Group - Associate Biologist: 2013-2017 – Authored technical documents, including Environmental Impact Reports/Statements, Biological Assessments/Evaluations, Environmental Assessments, and Biological Resources Technical Reports, and performed compliance monitoring, primarily for large utility projects in California.

Burns & McDonnell - Senior Biologist, 2008-2013: Performed compliance monitoring, managed a team of compliance monitors, conducted biological resources surveys and clearance sweeps, and prepared reports for a large electrical transmission line project in southern California. Prepared Constraints Analyses for several proposed solar projects in central and southern California.

Chambers Group - Staff Biologist, 2007-2008: Conducted biological resources surveys, implemented and monitored habitat restoration projects, assisted with jurisdictional delineations, and prepared survey, monitoring, and delineation reports for a variety of projects in southern California.

USDA Forest Service - Ecologist, 1992-2003: Managed an interdisciplinary ecological research program, led field crews, conducted ecological surveys, analyzed data, and prepared research reports for projects in California and the western U.S.

SYMPOSIA, SEMINARS AND WORKSHOPS

Endangered Species and Habitat Conservation Planning, University of California, Riverside, 2013
Methods of Habitat Restoration, University of California, Riverside, 2008
Basic Wetland Delineation and Arid West Supplement, Wetland Training Institute, San Diego, 2008

Mailing Address: 700 East Redlands Blvd, Suite U, PMB#351, Redlands CA 92373
Delivery Address 5455 Morgan Ave, Riverside CA 92509
Phone 951.681.4929 • Fax 951.681.6531

KEY PERSONNEL COMMITMENT

The Key Personnel provided in this proposal will be available to the extent proposed for the duration of the project and no person designated as "key" to the project shall be removed or replace without the prior written concurrence of City of Jurupa Valley.

PROJECT UNDERSTANDING

& APPROACH

Project Understanding & Approach

The City of Jurupa Valley proposes to improve existing street along Market Street, from Rubidoux Boulevard to 24th Street/Via Cerro. The desired improvements will consist of widening Market Street from existing 2 lanes of travel street to 4 lanes street. In addition to widening the street the improvements will include construction of new curb and gutter, sidewalk, curb ramps, parkway landscaping, signal modifications, traffic signal interconnect, pavement striping, and possible pavement replacement/repair in various areas.

Upon initial site review this project may also include two (2) new driveway approaches. There may also be a need to construct additional catch basins which more likely be connected to the existing 5'x7' RCB that is running along the east side of Market street.

These proposed improvements will provide the City with approximately 3,500 linear feet of improved street that in return will benefit the local traffic and substantially provide safer environment for the pedestrians.

In order to accomplish this project in a timely manner, within budget and at the same time minimizing disturbance to the surrounding community and traffic K&A Engineering will utilize the following approach:

1) K&A will perform extensive research of surrounding existing utilities. We will compile the necessary utility research letters, with accompanying maps, and provide them to the City to be send out using City's letterhead. **This process will minimize overall cost and ensure faster responses from the utility companies.**

2) K&A in-house survey will research County's database for right-of-way, easement and street centerline locations. We will utilize the City of Jurupa Valley benchmark system and City provided topography data to establish project's control points. **This process will identify project's design constraints, such as drainage patterns and low points, right of way limits, and will help in exploring alternative design, if such scenario will arise.**

3) Utilizing the information gathered from previously described research and City provided topographic data, K&A will prepare a base map depicting known information. Additionally, we will prepare a preliminary alignment study to be reviewed with the City's staff at the Design Workshop Meeting. During this meeting we will discuss project's known constraints, potential improvements, alternative alignments, potential construction constraints and ways to improve and minimize disturbance to the local community. **This process will bring a better understating of existing conditions and constraints to the City's staff and will provide better knowledge of City's project goals and limitations to our K&A design team.**

4) After the meeting, and with a better understanding of the goals and limitations at hand, K&A will perform a field walk identifying and noting existing features requiring replacement and/or improvements, such as curb and curb ramps. Photographs of the project's current general condition and features will be taken, including areas requiring special attention, and a photographs log will be created for City's record. At this time, K&A will advise its sub-consult to perform their geotechnical investigation and pavement evaluation. In addition,

K&A's survey team may pick up exact locations and their elevations of project's design features, such as existing driveway locations and cross gutter flow elevations. **This process will further bring to attention project's existing constraints and will avoid unnecessary redesign at a later time. Additionally, this will eliminate potential issues during constructions and once the project is completed.**

5) Upon gathering the additional data mentioned in above step 4, K&A will consult and share the known data with our sub-consultants. In return K&A and our subs will further complete project's design and bring construction plans to 60% stage for City's submittal and review. Additionally, project's cost estimate will be prepared and submitted.

6) Upon receiving City's review comments of the 60% plan submittal, K&A's team will review and address City's comments and/or concerns. Plans will be brought to a 90% submittal stage and resubmitted to the City for review. Additionally, a revised cost estimate along with technical specifications will be submitted for review.

7) Upon receiving City's review comments of the 90% plan submittal, K&A's team will review and address City's comments and/or concerns. Construction plans, along with cost estimate and technical specifications, will be brought to a 100% submittal stage and resubmitted to the City for review and approval.

8) Upon the completion of the project's construction, and if such need will arise, K&A will collect notes and redlines generated by the contractor and City's inspector to prepare As-Built drawings. **This process will ensure that the City's has proper record of plans and its construction on record.**

Work Plan/Scope of Work

The following work activities will be needed in order to complete the project in timely and cost-effective manner. These activities are based upon the specific items identified within the RFP as well as K&A's experience working on prior projects of similar nature.
The required work tasks are as follows:

Task 1 – Project Administration

K&A will prepare necessary items and attend the kick-off meeting with City Project Manager and other team members. We will prepare meeting agendas and minutes for each meeting. Afterward K&A will supply each attendee meeting's minutes within 5 days of the meeting.

K&A team will also monitor quality of the deliverables, calculations and will attend and supply the City with the following:

A) Meetings-
1. Kickoff Meeting
2. Project/progress meetings, as needed
3. Preliminary Design Review Workshop
4. 60% Submittal Review
5. 90% Submittal Review
6. 100% Submittal Review

B) Submittals-
1. Preliminary Design Submittal
2. 60% Submittal
3. 90% Submittal
4. 100% Submittal
5. Final Submittal
6. As-Builts (if applicable)

K&A Key Team Members:	Glenn Budd (Dir. of Public Works), Christopher Barr (Project Manager \ Project Designer)
Task 1 Deliverables:	These will include meeting agendas & minutes, monthly status reports, monthly updated project schedules, submittals, and monthly invoices. K&A will follow the format as described and shown in the RFP.

Task 2 – Research, Survey, Geotechnical, Subsurface Investigation and CEQA Review
K&A will produce and provide the following:

Research-
K&A will perform the necessary research to establish and depict right-of-way, known easement(s), street centerline and property lines. We will utilize existing improvement plans from City's and County's data base, along with field observations, to show locations of existing utilities and their appurtenances. Furthermore K&A will perform project adjacent dry utility research and will prepare request letters to the affected utility companies requesting their maps. These letters will be forwarded to the City's project manager to be placed on City's letterhead and sent out. This approach will promote faster response time from the utility companied and will reduce their fees. It is understood that the City will forward these dry utility maps to us once received.

Surveying-
K&A will review City provided topographic file for its completion and any missing data.
If it is found that there is not sufficient or incorrect information to properly design proposed improvements, K&A's in-house survey field crew will perform the necessary field reconnaissance. For purpose of this proposal an Optional Task 5 has been included. This task will be performed only if such need is required and with prior approval from the City.

Geotechnical Investigation-
K&A's sub-consultant (GeoTek) will visit the project and will conduct proper geotechnical investigation, pavement evaluation and recommendations. The scope of work included in the pavement evaluation will be to core and measure the existing pavement thickness (concrete and base) at six (6) locations within the drive lanes and collect samples of the underlying soils for laboratory testing. Additional pavement borings can be performed if such need will arise. Following completion of the sample collections, the core/boring holes will be backfilled with boring spoils and patched with rapid set concrete. GeoTek will confirm the project's limits and scope of work with K&A's project manager prior to obtaining the proper encroachment(s) permit and setup necessary traffic control in accordance with the APWA "WATCH handbook"

Subsurface Investigation-
K&A's will prepare project specific pothole location plan and share it with its sub-consultant (Boudreau). Boudreau will perform the necessary potholing after they obtain proper encroachment(s) permit, contact DigAlert, verify potholing locations with K&A's project manager, and setup necessary traffic control in accordance with the APWA "WATCH handbook". Upon the completion of their work Boudreau will provide a summary report detailing their findings. K&A has assumed 25 potholes per the RFP; however, additional potholes can be performed if required.

CEQA Review-
K&A will coordinate with its sub-consult L&L Environmental, Inc. to initiate the CEQA review process for the project. Upon initial review it is believed that an exemption, based on the level of proposed disturbance, can be attained. At a minimum there will be a need for a MSHCP Habitat Assessment. L&L Environmental Inc. will perform the WR-MSHCP Habitat Assessment and will review and prepare the necessary category exemption forms.

K&A Key Team Members:	Glenn Budd (Dir. of Public Works), Christopher Barr (Project Manager & Design Engineer) Rob Scipio (Dir. of Survey)
Consultant Team Members:	Geo Tek (Geotechnical Services), Boudreau (Potholing Services), L&L Environmental (CEQA Review Services)
Task 2 Deliverables:	Summary of research findings, Topographic Map, Pothole Report, Geotechnical Report, and CEQA Review Report.

Task 3 – Base Map Preliminary Design
K&A will produce and provide the following:
Data gathered from above mentioned "Task 2", along with City's supplied topographic survey data, will be combined, confirmed, and adjusted accordingly. K&A will then prepare plan, at 30% design level, showing right-of-way, property lines, existing easement(s), if known at the time existing utilities, and project's proposed scope of work.

Afterwards K&A will perform a Preliminary Design review with the City and will proceed to "Task 4" utilizing comments and suggestions derived from the review workshop.

K&A Key Team Members:	Glenn Budd (Dir. of Public Works), Christopher Barr (Project Manager \ Project Designer)
Task 3 Deliverables:	Conceptual plan and preliminary cost estimate.

Task 4 – Final Engineering and Preparation of Construction Contract Documents
K&A will produce and provide the following:

Street Improvement Plans (60%, 90%, 100% and Final)-
K&A will prepare plans based on previously approved alignments (Task 3 -Preliminary Design) and geotechnical investigation. The street improvement plans will be prepared at 1" =20' scale and will consist of all necessary details, cross sections, and any other necessary information in order to clearly depict the design. Plans will be created in AutoCAD 2018 format, showing information in accordance with City's requirements and standards.

Storm Drain Plans (60%, 90%, 100% and Final)-
During the project design stage if the need for new catch basins(s) and storm drain will arise, K&A will coordinate with Riverside County Flood Control and Water Conservation accordingly. This will include the design, horizontal and vertical, of new storm drain laterals, pipe connection(s) and revision of existing storm drain plans. During initial investigation, K&A assumes that any future

catch basin(s) will be connected to the existing RCFC&WCD 5'X7' RCB that is constructed along the east side of Marker Street.

Post Development Water Quality Management Plan (60%, 90%, 100% and Final)-
K&A will review the project and confirm that the project scope of work requires post development WQMP and/or BMPs. If such is the case, K&A will fill out forms and prepare proper documentation and plans/exhibits as per the requirements of "Water Quality Management Plan for Santa Ana Region of Riverside County, section 1.2 Requirements for Public Works Project, Exhibit D - Transportation Project Guidance."

Traffic Signal Plans & Signing & Striping Plans & Signal Timing Plans & Signal Interconnect/Conduit Plans (60%, 90%, 100% and Final)-
K&A will coordinate with its sub-consult Linscott, Law & Greenspan and advise them to prepare plans based on previously approved alignments (Task 3 -Preliminary Design) The Traffic Signal plans will be prepared at 1" =20' scale and showing all pertinent information and details. Signing and Striping Plan, along with Signal Interconnect Plans, will be prepared at 1"=40' scale and double stacked Plan View. All plans will be created in AutoCAD 2018 format, showing information in accordance with City's requirements and standards, and include details and any other necessary information in order to clearly depict the design.
Based on the traffic impact analysis, LL&G will prepare the appropriate traffics signal timing plans that identifies the proposed signal cycle length, minimum green times, green intervals, offsets and time of day operation. For purpose of this proposal it has been assumed that all 3 intersections, Market St. & Rubidoux Blvd., Market St. & Agua Mansa Rd., Market St. & 24th St/Via Cerro, will require signal modifications.

Landscape Plans (60%, 90%, 100% and Final)-
K&A will coordinate with its sub-consult BMLA and advise them to prepare plans based on previously approved alignments (Task 3 -Preliminary Design) The Landscape plans will be prepared at 1" =20' scale for the overall site and landscape details at 1"=10'scale. The plans will include the latest techniques in parkway treatments, as directed by the standards and guidelines by the planning and transportation departments and will include plant selection based on pedestrian safety and water conservation needs. The selection of plants, ground cover and irrigation materials will be based on the need for low maintenance and sustainability. All plans will be created in AutoCAD 2018 format, showing information in accordance with City's requirements and standards.

Temporary Construction Easement (90%, 100% and Final)-
In accordance with the RFP's Addendum No.1, there is a possibility that the preparation of Temporary Construction Easement might be required. If such need be required, K&A will prepare project's appropriate Legal Description and Plats for the TCE. For this proposal we have allocate budget to prepare three temporary construction easements.

Bid Schedule, Quantities, and Cost Estimate (60%, 90%, 100% and Final)-
K&A will prepare and submit Bid Schedule, Quantity Estimate, and Construction Cost Estimates for the project. K&A will utilize City's standard Bid Schedule and payment template. K&A will coordinate with its subconsultants and will update bid schedule, quantities and cost estimate accordingly, prior to submitting complete package to the City.

Technical Specifications (90%, 100% and Final)-
K&A will prepare and submit technical specifications in conformance with Green Book Special Provision and utilizing City provided "boilerplate" and City's typical specification. These specifications will be provided, in a digital and PDF format, to the City for review and comment at 90%, 100% and final stages. K&A will coordinate with its subconsultants and will update technical specifications accordingly, prior to submitting complete package to the City.

The project specific scope of work, these "Technical Specifications" and the "Bid Schedule" will be included in the project specification provided by the City. K&A will stamp and sign the final Project Specifications.

K&A Key Team Members:	Glenn Budd (Dir. of Public Works), Donald Bergh (Dir. Of Drainage), Christopher Barr (Project Manager \ Project Designer)
Consultant Team Members:	BMLA (Landscaping Services), LL&G (Traffic Signal Modification and Signing & Striping Services)
Task 4 Deliverables:	60%, 90%, 100% and Final submittal plans, TCE, cost estimate and technical specifications as listed above.

Although not specifically noted or requested in the RFP, from our history on similar projects K&A Engineering Inc., recommends the following services in order to fulfill and complete the project at hand. These Optional Tasks can be incorporated as whole, partially or none as per City's needs and request.

Task 5 – Supplement to City provided Topography Data (Optional Task)
After the review of City provided Topographic Survey data, and if such need is required, K&A's in-house survey will provide project necessary field reconnaissance to accurately depict current site condition. These services may include, but not limited to, items such as:

1. Field location of existing above ground utilities and their appurtenances
2. Street cross sections at 25' intervals
3. Location of existing driveways
4. Location of existing fences, walls, poles, and trees

K&A Key Team Members:	Glenn Budd (Dir. of Public Works), Christopher Barr (Project Manager \ Project Designer), Rob Scipio (Dir. of Survey)
Task 5 Deliverables:	Topographic Survey Supplement Support.

Task 6 – Bidding Support Services (Optional Task)
K&A will assist the City with the following:
Bidding Phase Support-
K&A, and our Sub-Consultant team, will provide bid support and clarification on as needed basis for questions that may arise during the bidding process. This may include attending a pre-bid meeting/field walk if desired by the City.

Conform Plans and Specifications-
Revised plans and/or specification to reflect changes made during the bidding process.

K&A Key Team Members:	Glenn Budd (Dir. of Public Works), Christopher Barr (Project Manager \ Project Designer)
Consultant Team Members:	BMLA (Landscaping Services), LL&G (Traffic Signal Modification and Signing & Striping Services)
Task 6 Deliverables:	Bidding Support and Conformed Plans and Specifications.

Task 7 – Engineering Construction Support Services (Optional Task)
K&A, and our Sub-Consultant team, will assist the City with the following:

Engineering Support-
1. Address and provide responses to up to five (5) Requests for Information (RFI's) from the contractor.
2. Prepare and provide supplementary sketches and details, on an as required bases, to resolve any construction problems that may be encountered.
3. Review and provide recommendations to change orders,
4. Attend three (3) meetings. A pre-construction meeting and two additional site or office visits.
5. Assist the City in review of shop drawings for completeness and conformance with contract documents

Minor Plan Revisions-
Perform minor plan revisions on an as needed basis.

Preparation of Record Documents (As-Builts)-
K&A will acquire as-built drawings, markups, and field notes from contractor and the construction inspector and provide the City with one (1) new set of revised Mylars along with one (1) CD/DVD containing revised plans saved in AutoCAD 2018 and PFD format.

K&A Key Team Members:	Glenn Budd (Dir. of Public Works), Christopher Barr (Project Manager \ Project Designer)
Consultant Team Members:	BMLA (Landscaping Services), LL&G (Traffic Signal Modification and Signing & Striping Services)
Task 7 Deliverables:	Engineering Support and Record Drawings.

Task 8 – Construction Staking (Optional Task)
K&A will assist the City with providing construction services at 50' intervals, bends, grade breaks, driveways and other project essential items. K&A will utilize its own in-house survey field crew eliminating the need for additional coordination with other members, and in return will reduce the overall project's construction time and cost.

K&A Key Team Members:	Glenn Budd (Dir. of Public Works), Christopher Barr (Project Manager \ Project Designer), Rob Scipio (Dir. of Survey)

Task 8 Deliverables: Construction Staking Services.

Summary:
While it is sometimes difficult to foresee all the project's constraints and needs, K&A Engineering's team, and our team of Sub-Consultants, are committed to provide quality service and creating a successful project. We would greatly appreciate a chance for an interview, and if selected, K&A will ensure that the project will move forward, flawlessly, and to the City's satisfaction. Additionally, due to K&A's close location to the City and the project at hand, we are available to meet if extenuating circumstances arise.

Assumptions
The following assumptions have been made in order to arrive at project's scope of work and related fee proposal.

1. As stated in the RFP's Addendum 1, Q&A responses, preparation of the traffic control plan will be responsibility of the contractor. However, if required, K&A Engineering, Inc. can provide project specific traffic control plan at additional cost.

2. We have assumed that the City will make available the various reports, improvement plans, and GIS files (& data) on file at the City that may be required for this design at no cost to the Consultant.

3. It is assumed that the encroachment permit will be issued as a no-fee permit for Potholing Services and for Geotechnical Services, as this is a City of Jurupa Valley project.

4. Pothole services in this proposal do not include survey services to determine the exact elevation and location of the various utilities. But includes approximate location and the depth of each potholed utility below the existing street grades that is provided in the pothole summary report.

5. For Geotechnical services and for Potholing services, this proposal assumes that the pothole will be backfilled with the spoil material and the top 6-inches of the excavation (approximately 8-inches in diameter) will be filled with Cold Mix Asphalt or Rapid Set Concrete. This proposal does not include Grinding or "T-capping" the excavation.

6. It is assumed that the City provided topographic file is Design Level file, with all of the project's pertinent items, and can be utilized to perform necessary design. However, if required, K&A Engineering Inc. in-house survey department can perform and acquire any missing field data that is required to complete design for additional cost.

7. Services not identified in Task 1 thru Task 4 shall be considered as additional services and shall be provided on a time and materials basis, based upon the enclosed Hourly Rate Schedule.

Exceptions/Deviations
K&A Engineering, Inc. has no "technical" or "contractual" exceptions or deviations from the City's RFP.

Adequacy Of Labor Resources

The below information will demonstrate that K&A Engineering, Inc. has the flexibility of the Key Personnel to devote man-hour resources to adequately perform this City of Jurupa Valley project. Other K&A employees may be assigned to the project if the workload and schedule demands.

1 Year (12 month) 2080 man-hour projections

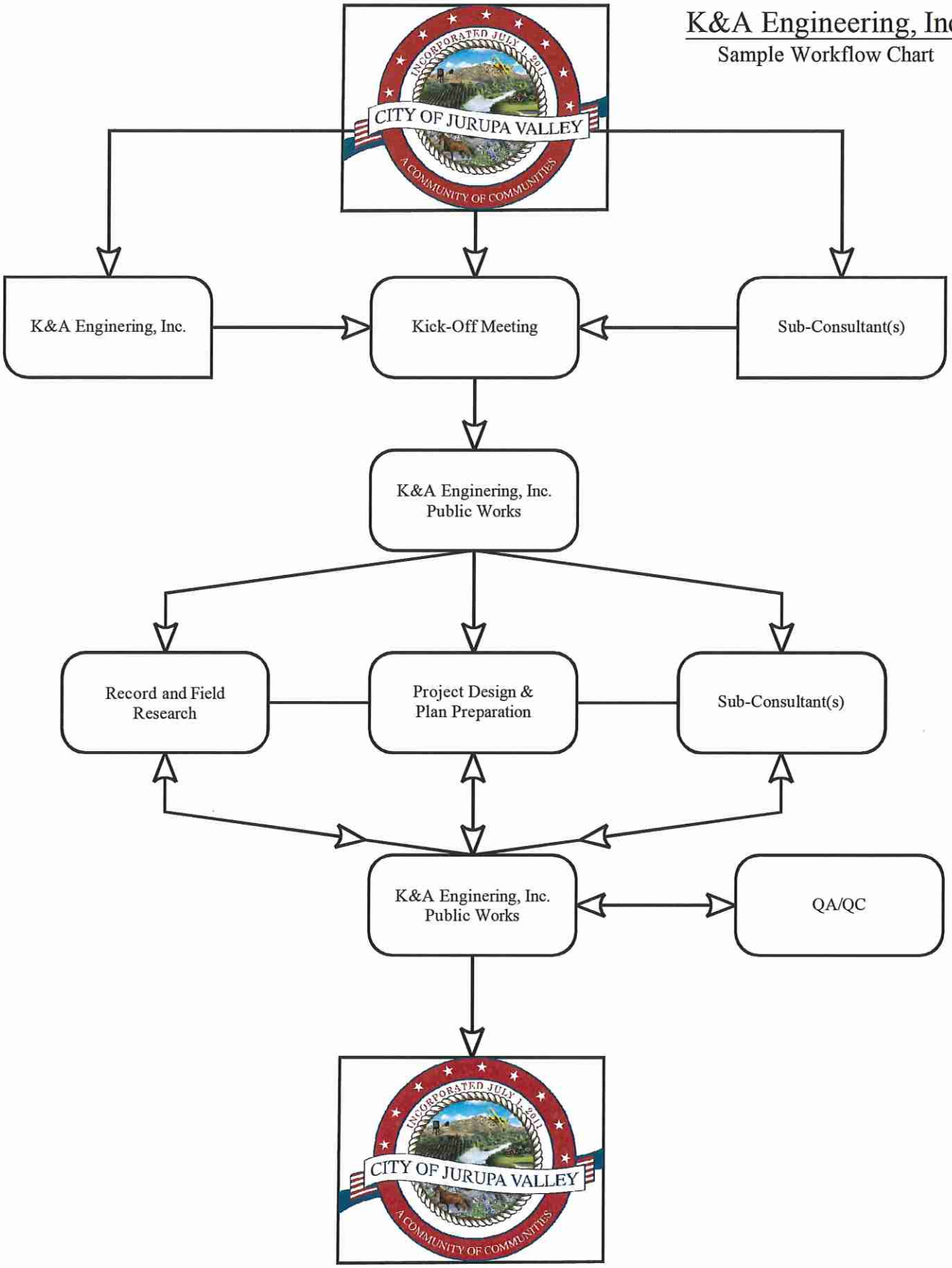
	Staff Current Work	Staff Availability	City of Jurupa Valley Project's Min. Requirement
Dir. of Public Works: Budd Glenn	1240	840	40 hours
Dir. of Drainage: Donald Bergh	1320	760	20 hours
Director of Survey: Rob Scipio	1360	720	20 hours
Project Manager: Christopher Barr	1480	600	80 hours

A detail breakdown of proposed project's tasks, estimated hours and labor category is included in the separate attachment labeled "COST PROPOSAL".

Engineering
Land Planning
Surveying

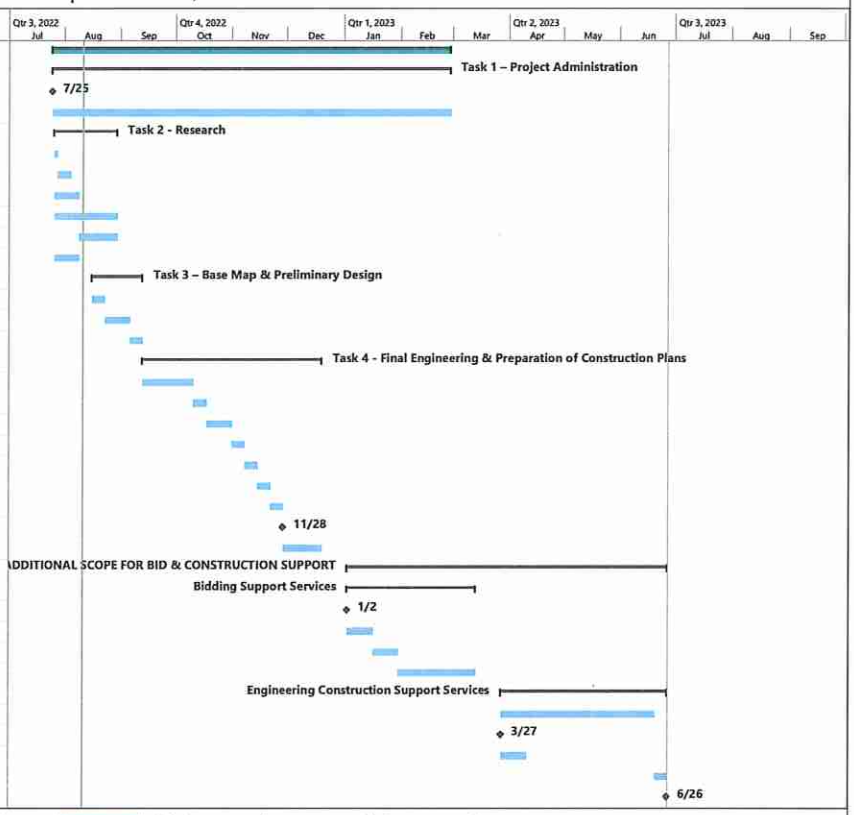
K&A Engineering, Inc.

Sample Workflow Chart



City of Jurupa Valley
Market Street Improvements, CIP 19108

ID	Task Name	Duration	Start	Finish
1	**Market Street Improvements, CIP 19108**	**156 days**	**Mon 7/25/22**	**Mon 2/27/23**
2	**Task 1 – Project Administration**	**156 days**	**Mon 7/25/22**	**Mon 2/27/23**
3	Kick Off Meeting (Anticipated Award of Contract: 7/21/22)	0 days	Mon 7/25/22	Mon 7/25/22
4	Project Management	156 days	Mon 7/25/22	Mon 2/27/23
5	**Task 2 - Research**	**25 days**	**Tue 7/26/22**	**Mon 8/29/22**
6	Record Document Research	2 days	Tue 7/26/22	Wed 7/27/22
7	Prepare Utility Letters	5 days	Thu 7/28/22	Wed 8/3/22
8	Field Survey	10 days	Tue 7/26/22	Mon 8/8/22
9	Geotechnical Investigation	25 days	Tue 7/26/22	Mon 8/29/22
10	Subsurface Investigation	15 days	Tue 8/9/22	Mon 8/29/22
11	CEQA Review	10 days	Tue 7/26/22	Mon 8/8/22
12	**Task 3 – Base Map & Preliminary Design**	**20 days**	**Tue 8/16/22**	**Mon 9/12/22**
13	Prepare Base Map	5 days	Tue 8/16/22	Mon 8/22/22
14	Prepare 30% Plans	10 days	Tue 8/23/22	Mon 9/5/22
15	City Review of 30 % Plans	5 days	Tue 9/6/22	Mon 9/12/22
16	**Task 4 - Final Engineering & Preparation of Construction Plans**	**70 days**	**Tue 9/13/22**	**Mon 12/19/22**
17	Prepare 60% Plans & Cost Estimate	20 days	Tue 9/13/22	Mon 10/10/22
18	City Review of 60% Plans	5 days	Tue 10/11/22	Mon 10/17/22
19	Prepare 90% Plans, Specification, Cost Estimate	10 days	Tue 10/18/22	Mon 10/31/22
20	City Review of 90% PS&E	5 days	Tue 11/1/22	Mon 11/7/22
21	Prepare 100% Plans, Specification, Cost Estimate	5 days	Tue 11/8/22	Mon 11/14/22
22	City Review of 100% PS&E	5 days	Tue 11/15/22	Mon 11/21/22
23	Prepare Final Plans, Specification, Cost Estimate	5 days	Tue 11/22/22	Mon 11/28/22
24	Submit Signed Final PS&E to City	0 days	Mon 11/28/22	Mon 11/28/22
25	City Advertise Project By Public Bid Process	15 days	Tue 11/29/22	Mon 12/19/22
26	**ADDITIONAL SCOPE FOR BID & CONSTRUCTION SUPPORT**	**125 days**	**Mon 1/2/23**	**Mon 6/26/23**
27	**Bidding Support Services**	**50 days**	**Mon 1/2/23**	**Mon 3/13/23**
28	Attend Pre-Bid Meeting	0 days	Mon 1/2/23	Mon 1/2/23
29	Respond to RFI/RFC	10 days	Tue 1/3/23	Mon 1/16/23
30	Conform Plans & Specifications	10 days	Tue 1/17/23	Mon 1/30/23
31	City Opens Bids and Awards Contract	30 days	Tue 1/31/23	Mon 3/13/23
32	**Engineering Construction Support Services**	**65 days**	**Mon 3/27/23**	**Mon 6/26/23**
33	Construcion Duration (Assumed)	60 days	Tue 3/28/23	Mon 6/19/23
34	Attend Pre-Construction Meeting	0 days	Mon 3/27/23	Mon 3/27/23
35	Respond to RFI/RFC/Material Submittals	10 days	Tue 3/28/23	Mon 4/10/23
36	Prepare Record drawings	5 days	Tue 6/20/23	Mon 6/26/23
37	Submit As-Builts to City	0 days	Mon 6/26/23	Mon 6/26/23



Date: Thu 8/11/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

RATES

Professional Services Fee Schedule

In accordance with City's RFP requirements, the project estimated fees and manhour matrix has been included and submitted separately. A separate attachment, labeled COST PROPOSAL, was submitted on the City's PlanetBids vendor portal.

ATTACHMENT A

PROPOSER'S SIGNATURE PAGE

By signing this form, the Consultant states that the firm(s) has sufficient staff resources and capability to perform the work contained within this Request for Proposal within the specified timeframe.

PROPOSER: Amir H. Fallahi
(Consultant Name)

ADDRESS: 357 N. Sheridan Street, Suite 117, Corona CA 92878

TELEPHONE NUMBER(S): (951) 279-1800

PRINT NAME: Amir H. Fallahi / Keith G. Osborn

SIGNATURE: /

TITLE: Chief Financial Officer / President DATE: 6/7/2022

SIGNING INSTRUCTIONS TO THE CONSULTANT

This Proposal must have a valid signature above and be delivered as required or it will be considered non-responsive (CCP 1933).

Proposer's Signature Page to be accompanied by notary certificates attached following this page. Note the description of the document on the notary certificate and attach notary certificates immediately following this page.

General Partners must sign on behalf of the partnership.

In the event that the consulting firm is a corporation, two (2) corporate officers having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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 Riverside }

On June 7, 2022 before me, Brea Anna Acel Burt, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Keith G. Osborn
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.

BREA ANNA ACEL BURT
Notary Public - California
Riverside County
Commission # 2345247
My Comm. Expires Feb 5, 2025

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 _____
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: Attachment A - Proposer's Signature Page
Document Date: June 7, 2022 Number of Pages: 1
Signer(s) Other Than Named Above: Amir H. Fallahi

Capacity(ies) Claimed by Signer(s)

Signer's Name: Keith G. Osborn
☒ Corporate Officer – Title(s): President
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: Amir H. Fallahi
☒ Corporate Officer – Title(s): C.F.O.
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2018 National Notary Association

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 Riverside

On June 7, 2022 (Date) before me, Brea Anna Acel Burt, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Amir H. Fallahi (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.

BREA ANNA ACEL BURT
Notary Public - California
Riverside County
Commission # 2345247
My Comm. Expires Feb 5, 2025

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 *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: Attachment A - Proposer's Signature Page

Document Date: June 7, 2022 Number of Pages: 1

Signer(s) Other Than Named Above: Keith G. Osborn

Capacity(ies) Claimed by Signer(s)

Signer's Name: Amir H. Fallahi	Signer's Name: Keith G. Osborn
☒ Corporate Officer – Title(s): C.F.O.	☒ Corporate Officer – Title(s): President
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2018 National Notary Association

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

Made to: City of Jurupa Valley

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

(1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and

(2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Amir H. Fallahi	
Printed Name and Title	**Signature**
K&A Engineering, Inc.	(951) 279-1800
Name of Firm/Company/Corporation	**Telephone Number**
357 N. Sheridan Street, Suite 117	Corona, CA, 92878
Street Address	**City, State, Zip**
AmirF@kaengineering.com	6/7/2022
Email Address	**Date**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IOA Insurance Services
130 Vantis, Suite 250
Aliso Viejo, CA 92656

www.ioausa.com CA License #0E67768

CONTACT NAME: Betty Tran
PHONE (A/C, No, Ext): 949-297-5962 FAX (A/C, No): 949-297-5960
E-MAIL ADDRESS: betty.tran@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
K & A Engineering, Inc.
357 N. Sheridan, Suite 117
Corona CA 92878

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Prim/NonCon ✓ Wvr of Subr GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:	✓	✓	PSB0001403 Scheduled AI Endt #PPB3130212 Professional Services performed by the Insured are Excluded	3/5/2022	3/5/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY ✓ Prim/NonCon ✓ Wvr of Subr	✓	✓	PSA0001217 Designated Insured Endt #CA20481013; Prim/NonCon and Blkt Wvr of Subr included on pg 2 of Form #PPA3000313	3/5/2022	3/5/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☐ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			PSE0001279 Excludes Professional Liability	3/5/2022	3/5/2023	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	PSW0001341 Waiver of Subrogation Endt #WC0403060484	3/5/2022	3/5/2023	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims-Made			RDP0046390	3/5/2022	3/5/2023	$2,000,000 Each Claim $4,000,000 Annual Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured with respect to General Liability (GL) and Automobile Liability when required by contract with the Insured, but only to the extent provided within the Endorsements noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the BusinessOwners' Coverage form. A Workers' Compensation Waiver is included for the person or organization named in the Schedule that are parties to a written contract, but only to the extent provided within the Endorsement noted above. Coverage is subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancellation / 10 Days for Non-Payment in accordance with policy provisions.

CERTIFICATE HOLDER

- For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and assigns, etc. cannot be included. Only "specific entity" names will appear.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
(AVC) Alicia K. Igram

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

Name of Person(s) or Organization(s):

- For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply to the rendering of or failure to render any "professional services".
   b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: K & A Engineering, Inc.

Endorsement Effective Date: 3/5/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
- For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Preview

© Insurance Services Office, Inc., 2011

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

   a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
- For Proposal Purposes - Note: Non-specific terms such as agents, volunteers, subsidiaries, representatives, successors and	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

Preview

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/5/2022
Insured
K & A Engineering, Inc.

Policy No. PSW0001341
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By

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EXHIBIT B

PAYMENT RATES AND SCHEDULE

Agreement calls for a not to exceed amount of $243,683.00. Rates shall remain in effect throughout the term of this Agreement.

K&A
Engineering, Inc.

ENGINEERING
LAND PLANNING
SURVEYING

June 9, 2022
Addendum: August 10, 2022

CITY OF JURUPA VALLEY – PUBLIC WORKS DEPARTMENT
Attn: Victoria Wasko
8930 Limonite Avenue
Jurupa Valley, CA 92509

Subject: **FEE PROPOSAL FOR PROFESSIONAL DESIGN SERVICES FOR MARKET STREET IMPROVEMENTS. RFP NO. 2022-08 CIP19108**

Dear Ms. Wasko,

The proposed services, as identified in the proposal and listed below, will be provided for engineering fees which will be based upon the hours spent on the project, billed at the hourly rates listed on the attached rate schedule. For budget purposes, we estimate the fees for these services to be in the amounts shown below, **total not to be exceeded** unless authorized in writing by the City of Jurupa Valley.

Basic Services

Task 1	Project Administration	$ 11,680
Task 2	Research, Survey, CEQA Clearance Review, Geotechnical & Subsurface Investigation	$ 58,920
Task 3	Base Map & Preliminary Design	$ 15,388
Task 4	Final Engineering & Preparation of Construction Documents • Street Improvement Plans • Storm Drain Plan • Post Development WQMP • Traffic Signal Plans • Traffic Signal Interconnect/Conduit Plans • Traffic Timing Plans • Landscape & Irrigation Plans • Temporary Construction Easements	$ 116,760
	Reimbursables	$ 500
	Total Basic Services:	**$ 203,248**

Optional Task

Task 5	Supplement to City provided Topography Data	$ 11,775
Task 6	Bidding Services	$ 7,000
Task 7	Engineering Construction Services	$ 9,885
Task 8	Construction Staking	$ 11,775
	Total Optional Services:	**$ 40,435**
	Total Basic + Optional Services:	**$ 243,683**

A detailed manhour matrix with estimated hours for each task, along with K&A Engineering, Inc. hourly fee schedule, is included.

We sincerely appreciate this opportunity to submit our proposal to you and look forward to meeting with you, at your convenience, to discuss this further and answer any questions you may have.

Sincerely,
K&A ENGINEERING, INC.

Amir Fallahi, P.E.
Principal/CFO

Project Labor Hour Estimate and Fee Schedule

Project Name: Market Street Improvements, RFP No. 2022-08 CIP19108

Date: June 9, 2022 / Addendum: August 10, 2022

K&A Engineering Land Planning Surveying

Scope of Work Tasks	K&A ENGINEERING, INC.														
Labor Category	Project Manager	Project Engineer	CAD Technician	Office Surveyor	Office Survey Technician	Two-Person Survey Prevailing wage rate	Total Hours	Labor Cost	Landscape Design Services BWLA	Traffic Engineering Design Services LL&G	Geotechnical Services Geo Tek	Pothole Services Boudreau	CEQA Review Services L&L Environmental	Subconsultant Total + 5% Mark-Up	TOTAL FEE
Hourly Rate	185	165	130	185	140	295									
TASK 1 - Project Administration															
Subtask 1.1 Project Schedule, Status Report, Invoices, Administrations	24						24	4440							4,440
Subtask 1.2 Engineering Meetings / Submittals	12	8	8				28	4580							4,580
Subtask 1.3 Quality Assurance / Quality Control	8	4	4				16	2660							2,660
Sub-Total Task 1	44	12	12	0	0	0	68	11,680	0	0	0	0	0	0	11,680
Task 2 - Research, Survey, Geotechnical & Subsurface Investigation															
Subtask 2.1 Research	4	8	8				20	3100							3,100
Subtask 2.2 Surveying	1				8	12	21	4845							4,845
Subtask 2.3 CEQA Review	1	2					3	515					6000	6,300	6,815
Subtask 2.4 Geotechnical Investigation (Assumed 6 Borings)	1	4					5	845			10,340			10,857	11,702
Subtask 2.5 Subsurface Investigation (Assumed 25 Potholes)	2	2	4				8	1220				29,750		31,238	32,458
Sub-Total Task 2	9	16	12	0	8	12	57	10,525	0	0	10,340	29,750	6,000	48,395	58,920
Task 3 - Base Map & Preliminary Design															
Subtask 3.1 30% Design Plan Submittal	4	16	16				36	5460							5,460
Subtask 3.2 Conceptual Landcape Design Plan Submittal	1	4					5	845	8650					9,083	9,928
Sub-Total Task 3	5	20	16	0	0	0	41	6,305	8,650	0	0	0	0	9,083	15,388
Task 4 - Final Engineering & Preparation of Construction Docs															
Subtask 4.1 60% Design Submittal - Plans & Estimate	8	40	56				104	15360							15,360
Subtask 4.2 90% Design Submittal - PS&E	4	32	32				68	10180							10,180
Subtask 4.3 100% Design Submittal- PS&E	2	16	16				34	5090							5,090
Subtask 4.4 Final Design Submittal - PS&E	2	4	8				14	2070							2,070
Subtask 4.6 Storm Drain Plans (60%, 90%, 100%, Final) - PS&E	2	8	24				34	4810							4,810
Subtask 4.7 Post Developemnt WQMP (90%, 100%, Final)	2	16	16				34	5090							5,090
Subtask 4.8 Traffic Signal, Signing & Striping, Signal Interconnect/Conduit, Signal Timing Plans - PS&E (60%, 90%, 100%, Final)	2	4	4				10	1550		51000				53,550	55,100
Subtask 4.9 Landscape & Irrigation - PS&E (60%, 90%, 100%, Final)	2	4	4				10	1550	15300					16,065	17,615
Subtask 4.10 Temporary Construction Easements (Assumed 3) (90%, 100%, Final)	1	2		2	4		9	1445							1,445
Sub-Total Task 4	25	126	160	2	4	0	317	47,145	15,300	51,000	0	0	0	69,615	116,760
Reimburseables															500
TOTAL HOURS AND FEE	**83**	**174**	**200**	**2**	**12**	**12**	**483**	**75,655**	**23,950**	**51,000**	**10,340**	**29,750**	**6,000**	**127,092**	**203,247**
Task 5 - Supplement to City Provided Topography Data															
Subtask 5.1 Budget 4 Days of Field Crew	1	4		2	8	32	47	11775							11,775
Optional Sub-Total Task 5	1	4	0	2	8	32	47	11,775	0	0	0	0	0	0	11,775
Task 6 - Bidding Services															
Subtask 6.1 Bidding Phase Support, Conformed Plans & Specs	8	8					16	2800	2500	1500				4,200	7,000
Optional Sub-Total Task 5	8	8	0	0	0	0	16	2,800	2,500	1,500	0	0	0	4,200	7,000
Task 7 - Engineering Construction Services															
Subtask 7.1 Engineering Support, Minor Plan Revisions, Record Documents	8	16	8				32	5160	3000	1500				4,725	9,885
Optional Sub-Total Task 6	8	16	8	0	0	0	32	5,160	3,000	1,500	0	0	0	4,725	9,885
Task 8 Construction Staking (Budget 4 Days of Field Support)	1	4		2	8	32	47	11775							11,775
Optional Sub-Total Task 7	1	4	0	2	8	32	47	11,775	0	0	0	0	0	0	11,775
TOTAL HOURS AND FEE INCLUDING OPTIONAL TASKS	101	208	208	6	28	76	625	107,165	29,450	54,000	10,340	29,750	6,000	136,017	243,682

HOURLY RATE SCHEDULE FOR K & A ENGINEERING

OFFICE ENGINEERING:	
PRINCIPAL / DEPARTMENT HEAD	$200
PROJECT MANAGER	$185
PROJECT ENGINEER	$165
DESIGN ENGINEER	$140
DESIGNER	$135
CADD TECHNICIAN	$130
WORD AND DATA PROCESSING	$ 90
FIELD ENGINEERING:	
OFFICE SURVEYOR	$185
OFFICE SURVEY TECH	$140
ONE-PERSON SURVEY CREW	$170
TWO-PERSON SURVEY CREW	$250
THREE-PERSON SURVEY CREW	$310
FIELD ENGINEERING - PREVAILING WAGE:	
ONE-PERSON SURVEY CREW	$190
TWO-PERSON SURVEY CREW	$295
THREE-PERSON SURVEY CREW	$330

These rates will remain in effect until January 1, 2023, at which time they may change. Should rates change December 31, 2022, the rates will apply only to that portion of work remaining to be completed after January 1, 2023. Contract limits, less amount invoiced prior to January 1, 2023 will be adjusted according to the new rates.

All out-of-pocket expenses, such as filing fees, printing, delivery and reproduction costs will be extra. These reimbursable will be invoiced at our cost plus 10%.

City of Jurupa Valley

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**
BY: **PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER**

SUBJECT: **AGENDA ITEM NO. 11.I**

AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND TKE ENGINEERING, INC. FOR ON-CALL LAND SURVEYING AND ENGINEERING SERVICES

AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND DENNIS JANDA, INC. FOR ON-CALL LAND SURVEYING SERVICES

RECOMMENDATION

1) That the City Council approve the Agreement between the City of Jurupa Valley and TKE Engineering, Inc. for On-Call Land Surveying and Engineering Services and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney; and

2) That the City Council approve the Agreement between the City of Jurupa Valley and Dennis Janda, Inc. for On-Call Land Surveying Services and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

Since the City's incorporation in 2011, engineering services have been provided by outside consulting firms. As directed by the City Council, the City initiated the process to recruit in-house staff to provide engineering services. To date, the Public Works Department ("Department") has successfully recruited a City engineer, an Assistant City Engineer, a Senior Civil Engineer, Assistant Engineer, Permit Technicians, and Inspectors. While these positions have been essential to moving land development and capital improvement projects forward, the City still requires some assistance from outside engineering firms to manage the workload and offer consulting services in specialized areas.

At present, the majority of the land development engineering work is being performed by HR Green, Inc. ("HR Green"), an engineering consulting firm. To streamline the land development process, staff initiated a Request for Proposals ("RFP") for land surveying services.

On February 15, 2022, staff published an RFP for On-Call Land Surveying Services to select a qualified firm to provide the services. The RFP was published on the City's PlanetBids portal, a we- based procurement and bidding system.

The scope of work advertised in the RFP included a variety of field surveys and plan review services. Proposing firms were also required to have proper licensing to act as the City's Land Surveyor, which involves signing final parcel and tract maps. The RFP closed on March 15, 2022, and the City received 13 proposals.

ANALYSIS

The City received proposals from the following firms (in alphabetical order):

- CASC Engineering and Consulting, Inc., Colton, CA
- Dennis Janda, Inc., Temecula, CA
- Engineering Resources of Southern California, Redlands, CA
- Hernandez, Kroone & Associates, San Bernardino, CA
- Huitt Zollars, Ontario, CA
- Hunsaker & Associates, Inc., Riverside, CA
- IDS Group, Inc., Irvine, CA
- IMEG Corp., Ontario, CA
- KDM Meridian, Irvine, CA
- Meyer Land Surveying, Oak Hills, CA
- NV5, Irvine, CA
- TKE Engineering, Inc., Riverside, CA
- Towill, Inc., Rancho Cucamonga, CA

Per Section 3.15.100 of the Jurupa Valley Municipal Code, professional services are defined as services provided by any specially trained and experienced person or firm in areas such as accounting, engineering, finance, and planning. Agreements for professional services are awarded by the City Council on the basis of the demonstrated competence, qualifications, and on the fairness and reasonableness of the cost of services to the City, and shall not be awarded solely on the basis of cost.

A review committee consisting of engineering staff ranked the proposals per guidelines set forth in the RFP. Three firms were invited for formal interviews. TKE Engineering, Inc. ("TKE") was ranked as the best qualified firm to perform the services for the Department.

TKE has 22 years of experience and is a full service engineering firm with over 40 employees. TKE currently provides services to numerous municipalities in the Inland Empire, including the cities of Highland, Fontana, Adelanto, and Calimesa. In addition to land surveying, the firm included an extensive list of offered services that surpassed the

scope of work in the RFP. Specifically, TKE has the technical expertise in providing various engineering services. The services include tasks such as assisting in development review, construction management, plan checking, and other miscellaneous engineering duties.

HR Green will continue to perform plan check services for current and tentative projects. By adding another engineering firm to the City's list of consultants, the City's engineering division will be able to deliver efficient and effective services in a timely manner. If the agreement with TKE is approved, the initial term of the agreement is three years with the option to extend the term for two, one-year extensions.

Dennis Janda Inc. ("DJI"), another engineering firm, is currently providing land surveying services to the City as a sub consultant through HR Green. The firm has 25 years of experience and specializes in land surveying and mapping. DJI has been a subcontractor with HR Green since 2013 and has the institutional knowledge of the City's land development projects. Therefore, it is prudent to continue working with DJI to complete projects as well as new projects. By approving an agreement with DJI, the City will contract directly with the firm rather than as a subconsultant through HR Green. If approved, the initial term of the agreement is three years with the option to extend the term for two, one-year extensions.

FINANCIAL IMPACT

Each Agreement calls for a not-to-exceed amount of $75,000 per fiscal year. The majority of the services provided shall be reimbursed by development projects. Services that are not reimbursable through developments will be funded from the consultant services account from the General Fund.

ALTERNATIVES

1. Do not approve the Agreement between the City and TKE
2. Do not approve the Agreement between the City and DJI and continue to utilize their services as a subconsultant with HR Green
3. Provide alternative direction to staff.

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

Prepared by:

Andrea Mejia
Senior Management Analyst

Reviewed by:

Paul Toor
Public Works Director/City Engineer

Reviewed by:

Connie Cardenas
Director of Administrative Services

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. Proposed Agreement between the City and TKE Engineering, Inc.
2. Proposed Agreement between the City and Dennis Janda, Inc.

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND TKE ENGINEERING, INC. FOR ON-CALL LAND SURVEYING AND ENGINEERING SERIVCES

THIS AGREEMENT is made and effective as of September 1, 2022, between the City of Jurupa Valley ("City") and TKE Engineering, 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 September 6, 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 September 5, 2025, unless sooner terminated pursuant to the provisions of this Agreement. The City and Consultant may extend the term of this Agreement by mutual agreement for two (2), one (1) year extensions. The Agreement term and all extensions thereto shall not exceed a total of five (5) years.

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 Seventy-five Thousand dollars ($75,000.00) each fiscal year through 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: Paul Toor, Public Works Director
To Consultant:	TKE Engineering, Inc. 2305 Chicago Avenue Riverside, CA 92507 Attention: Terry Renner, Vice 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 sub-Consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

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

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

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

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

CITY OF JURUPA VALLEY

_____
Rod B. Butler
City Manager

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

_____
Peter M. Thorson
City Attorney

TKE ENGINEERING, INC., A CALIFORNIA CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[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

Consultant will be responsible for performing land surveying and related engineering services on an "on-call or as-needed" basis during the term of the agreement. Consultant will work with City staff to complete assignments in the most cost-effective and responsive manner.

Services may include, but not be limited to, the following:

- Investigate and respond to difficult and sensitive problems and complaints in a professional manner; identify and report findings and take necessary corrective action.
- Monitor changes in regulations and technology that may affect operations; recommend policy and procedural changes after approval.
- Provide pick-up and delivery of plans and documents that require review to the Jurupa Valley Public Works Department.
- Perform all review services and return plans or documents with comments within 10 working days of notification by the City that plans or documents are available.
- Provide complex staff assistance as needed; develop and review staff reports related to assigned activities and services; present information to the City Council and various commissions, committees, and boards, as needed.
- Respond to questions from City staff and City consultants regarding surveying, easements, mapping, legal descriptions, and deeds.
- Review maps, easements, and other related documents for accuracy and compliance with generally accepted standards of surveying methodology.
- Advise staff of available grants for public works projects and initiate and prepare applications for these opportunities.

Field Surveys and Reviews

- Aerial mapping and photogrammetry
- ALTA/NSPS survey
- As-built survey
- Boundary survey
- Construction staking/survey
- Final mapping
- Flood elevation certificate
- Global Positioning System (GPS) survey
- Grant deeds and legal descriptions

- Leveling survey
- Location survey
- Lot line adjustments/lot mergers
- Parcel and tract map reviews
- Pothole of existing utilities
- Preparation of legal descriptions
- Processing with County Recorder's Office
- Record of survey mapping/corner records
- Research of existing utilities information or base maps
- Right-of-way/appraisal mapping
- Topographic design survey

Development and Construction Management

- Assist in development review and the preparation of conditions of approval and subdivision improvement agreements.
- Respond to plan check comments for building permits, planning entitlements, grading permits, and encroachment permits.
- Review and develop standard plans and specifications.
- Review and approve Stormwater Urban Mitigation Plans/Water Quality Management Plan submittals associated with mixed use, residential, and commercial developments.
- Review tentative and final maps, lot mergers, lot line adjustments, certificates of compliance, dedications, and easements.
- Provide bidding support and provide written response to bidders during bidding process
- Provide civil design and/or construction management services for City's Capital Improvement Program.
- Construction management may include reviewing material submittals, drafting change orders, and reviewing pay estimates.
- Provide preliminary studies, public outreach, drawings, specifications, estimates, and other related services.
- May provide miscellaneous engineering tasks, feasibility studies, and other related duties.

The work shall be performed in accordance with Consultant's proposal dated March 15, 2022. The Consultant's proposal is attached hereto as Exhibit A-1.

Exhibit A-1

REQUEST for PROPOSAL

ON-CALL LAND SURVEYOR SERVICES

for:

CITY OF JURUPA VALLEY
Attn: Andrea Mejia
Sr. Management Analyst
8930 Limonite Avenue
Jurupa Valley, CA 92509

March 15, 2022

Prepared by:

TKE ENGINEERING INC.

2305 Chicago Avenue
Riverside, California 92507
(951) 680-0440

www.TKEengineering.com

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Appendices

COMPLETED PROPOSER'S SIGNATURE PAGE

COMPLETED NON-COLLUSION DECLARATION

COMPLETE LIST OF THREE REFERENCES

PHOTO COPY OF COMPANY'S LICENSE

EVIDENCE OF INSURABILITY

PROPOSED FEE SCHEDULE SEPARATE FILE

Prepared for:
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Contact: Andrea Mejia, Sr. Management Analyst
Phone: (951) 332-6464
Email: amejia@jurupavalley.org

Prepared by:
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Terry Renner, P.E., Q.S.D., Senior Vice President
Phone: (951) 680-0440
Email: trenner@tkeengineering.com

TKE Engineering, Inc. | AT A GLANCE

City Surveyor
TKE is the City Surveyor in 5 Cities

Staff Augmentation
TKE currently provides Staff Augmentation in 10 Cities / Counties / Districts

Municipal On-Call Contracts
TKE currently provides Surveying, Map Checking, Construction Staking, Civil Engineering Design, and Project Support services for more than 30 Cities / Counties / Districts throughout Southern California

Size of Organization
42 Professional Surveyors, Engineers, Traffic Engineering, Project Managers, Surveyors, Plan and Map Checkers, Inspectors, Designers, Construction Managers, and Support Staff

Location of Office
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

Years in Business
TKE has conducted business for the past 22 years and has 22 years of experience in providing Survey services for municipalities including for Federal and State funded projects

Company Structure
TKE is a California Corporation founded in June 2000. TKE has no affiliates or subsidiary companies. California Business License Number: 00109901
TKE DIR No. 1000413173

Firm Owners
Michael P. Thornton, P.E., P.L.S., M.S. – President
Terry Renner, P.E., Q.S.D. – Senior Vice President
Steven W. Ledbetter, P.E. – Vice President

City of Jurupa Valley Point of Contact
Terry Renner, P.E., Q.S.D.
Senior Vice President
2305 Chicago Avenue
Riverside, CA 92507
Phone: (951) 680-0440
Email: trenner@tkeengineering.com

ORGANIZATION/COMPANY PROFILE

A. FIRM PROFILE

TKE was established in 2000, and in the last 22 years has developed into one of Southern California's premier full service surveying, consulting engineering, planning, and construction management firms. TKE was established with the goal of providing turnkey survey services for municipal projects in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant.

TKE routinely provides survey services for developer and capital improvement projects to numerous municipalities throughout Riverside, San Bernardino, Los Angeles, and Orange Counties. The municipal development related services include Topographic and Boundary Surveys, Right-of-Way Engineering, Construction Staking, Development Application Review, Map and Related Document Checking, Map Relocation including Subdivision Agreements, Project Revision Coordination with Developers, Conditions of Approval Preparation, Review of Traffic and Drainage Studies, Project and Construction Management including presentation at Public Meetings (e.g. Council and Planning) and Inspection.

TKE's office is located in a business owned office building at 2305 Chicago Avenue in Riverside, located approximately 15 minutes from the City of Jurupa Valley (City) allowing us to mobilize and respond to the City's survey needs at a moment's notice. TKE currently maintains a staff of 42 surveyors, project managers, engineers, inspectors, drafters, and clerical personnel.

TKE's organizational structure has steadily grown since our inception twenty-two years ago, which provides us with a solid foundation and ensures successful completion of any City project or survey needs. In TKE's twenty-two years of business, not a single TKE project has gone through litigation. TKE has an annual gross revenue of more than $9 million and there are no financial conditions that may impede TKE's ability to provide services or complete the services as outlined in the RFP. No conditions or organizational conflicts of interest exists that

will affect the ability of TKE to perform the required duties as described in this proposal.

B. TYPES OF ENGINEERING SERVICES

TKE Engineering, Inc. proudly serves Municipal Agencies with a variety of professional surveying services. With surveying projects, our experience tells us that there must be a proactive approach to completing the work in order to maintain cost constraint and stay on schedule. This approach includes early identification of critical surveying elements together with review of project schedule and tasks.

Below is a listing of services provided by TKE.

PROJECT MANAGEMENT

TKE provides effective project management services to a variety of clients. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment. TKE's management approach includes:

- Communication – Communications with agencies' staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting/conference indicating action items and a schedule for completion of these items.
- Record Keeping – TKE keeps records in an organized filing system both in hard copy and electronic forms. Our record keeping includes transmittals and comment letters for all development review, CAD and text files for topographic survey and base mapping and cut sheets for all construction staking. This organized filing system allows TKE to access records immediately should they be needed.
- Meetings – TKE meets with project stakeholders as needed. We meet with them upon request and throughout the course of plan checking to ensure all comments are properly addressed and considered in the project design. All meeting preparation (agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous meetings with other consultants and developers to adequately convey the City design requirements.
- Team Meeting – Team meetings include all parties that have any interest in the project development. In particular, the City's Engineering and Public Works Departments will be a close working partner with TKE in determining plan check requirements and conditions for development and capital projects.

SURVEYING, MAPPING, AND RIGHT-OF-WAY ENGINEERING

TKE provides survey, mapping, and Land Analysis services for many projects:

1) Transportation Improvements
2) Land and Real Estate Evaluations
3) Sewer and Water Improvements
4) Tract/Parcel Maps
5) Street Widening
6) Grade Separations
7) Drainage Improvements
8) Parks
9) Basins
10) Buildings

Our Surveying and Mapping experts provide map checking and surveying on these services:

1) Construction Layout/Staking
2) Construction Quantity Verification
3) Base Mapping
4) Right-Of-Way Engineering
5) Boundary Surveys
6) Construction Surveys
7) Design Surveys
8) Legal Description Surveys
9) Aerial Mapping
10) A.L.T.A. Surveys

11) Topographic Surveys
12) Control Surveys
13) Easement Surveys

PLAN AND MAP CHECKING

TKE has provided numerous municipalities and agencies throughout Southern California with consulting survey services and staffing for every facet of Public Works for the past 22 years. In addition, we have worked on multi-million dollar regional mega projects for a variety of government agencies and master planned developments with more than 19,000 homes. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified plan and map checking staff enables our clients to serve their community in a cost effective and efficient manner.

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for plan and checking. TKE is fully capable of providing plan and map checking staff on a full-time, part-time, on-call, interim or project specific basis. Please refer to our project team presented below together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE has provided similar services to those requested here for a number of different agencies. TKE understands that City's development and capital improvement standards were developed to meet the needs of that particular community. TKE has developed a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with City standards. Furthermore, with our extensive experience, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure.

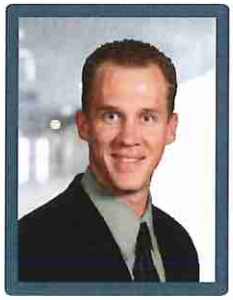
C. KEY PERSONNEL, EDUCATION, EXPERIENCE, AND CREDENTIALS

TKE is currently providing numerous municipal agencies with consulting surveying, map checking, right-of-way engineering and construction staking services. TKE also provides, engineering, traffic and planning services and fully recognizes the City's concern for high quality, timely performance, and precise communication when utilizing the services of a consultant.

Below is a summary of education, experience and credentials of key personnel proposed to perform the work in any upcoming projects.

Mr. Michael P. Thornton P.E., L.S., President of TKE, upon selection of TKE, will serve as the Principal in Charge. He will ultimately be responsible for all services provided by TKE.

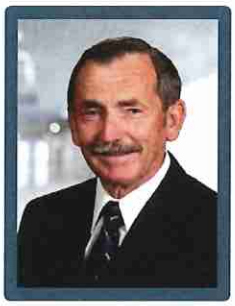
Mr. Thornton has over 36 years of experience as a civil engineer. Mr. Thornton has provided consulting engineering services to various communities as their engineer, including current roles with the City of Calimesa and Hesperia. Services provided include development processing services. All City Engineering duties have been his responsibility including project management and project budget compliance. Also, between 2000 and 2007, Mr. Thornton provided development services engineering to the City of Upland for a 440 acre commercial and residential development. He was responsible for all engineering aspects of the project including CEQA compliance, conditions of approval development and negotiations, presentation to the City Council and the Public, and construction management, among numerous other duties. In addition, during 2009 and 2010, Mr. Thornton served the City of El Monte as its engineer, delivering more than $20 million of capital improvements. Mr. Thornton's greatest attribute is his ability to deliver projects from private development to capital projects and understands the importance of working as a team member. His vast experience ensures success again and again.



Mr. Terry Renner P.E., Q.S.D., Senior Vice President of TKE, upon selection of TKE, will be responsible for managing all services provided by TKE.

Mr. Renner has over 22 years of experience as a civil engineer. He has worked on and plan checked a variety of public works engineering projects including development projects, street improvements, park improvements, bike trail improvements, drainage improvements, water system improvements, wastewater system improvements, and reclaimed water system improvements projects. Mr. Renner has been responsible for managing all project aspects including conditions of approval, agreement preparation, improvement study analysis, and plan and map checking for development and capital projects.

Mr. Renner will be assisted by TKE's project team of project managers, surveyors, plan and map checkers, engineers, survey staff, and clerical staff to accomplish all of the tasks.



Mr. Ron Musser L.S., has over 50 years of experience in performing field and office surveying services for public projects, including roadway and highway projects. As Director of Surveying at TKE, Mr. Musser is responsible for supervising the survey crews. He is responsible for scheduling, pre-staking calculations and quality control of all survey activities. Mr. Musser's responsibilities include map checking compliance, having worked for Riverside County Surveying Department for 14 years, he is uniquely qualified to review subdivision mapping, together with crew management, computer downloading of field data and coordination and project management of all daily field work.

Mr. Steve Nix, P.E., L.S., has over 39 years of experience as a Civil Engineer and Land Surveyor including Plan and Map Checking Services and Staff Augmentation. He has worked on a variety of development projects, ranging in size from small to very large, as the

municipal agency's technical review staff. He has provided development project screen checks, responded to development community inquiries, accepted submittals on behalf of agencies, determined project impacts, developed conditions of approval, presented projects to planning commissions, prepared council agenda reports, performed plan and map checks, seamlessly executed the entitlement process, as well as many other municipal development services. In addition, Mr. Nix has served several cities as it's resident engineer in other capacities including the City of Upland, City of Chino, City of Chino Hills, City of Montclair, City of Ontario, City of Fontana, City of Riverside, and Chino Basin Municipal Water District in both the public and private sectors. He has served the City of Upland as the Sanitary Sewer Specialist and East Valley Water District as the Director of Engineering and Operations. His experience includes design and construction management of all types of survey and civil engineering projects ranging from single and multi-family residential, commercial and industrial development projects, public works projects including street, sewer, water, storm drain improvements, water wells construction including wellhead treatment, sewage and water pump stations, water reservoirs as well as sewage treatment and transmission.

D. RESUMES

We have included each of our team members resume on the following pages.

B. ORGANIZATIONAL CHART

Project Manager
Terry Renner, P.E., Q.S.D.
TKE Engineering, Inc.

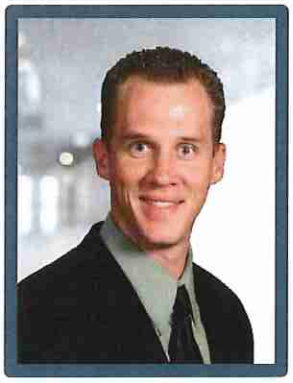
Principal In Charge
Michael Thornton, P.E., P.L.S., M.S.
TKE Engineering, Inc.

Senior Plan Checker
Steve Nix, P.E., L.S.
TKE Engineering, Inc.

Director of Surveys
Ron Musser, L.S.
TKE Engineering, Inc.

SUPPORT TEAM
(40+ Members)

Michael Thornton, P.E., P.L.S. | *President/City Engineer*
Steve Ledbetter, P.E. | *Vice President*
Michelle Arellano, P.E. | *Senior Plan Check Engineer*
Gabor Pakozdi, P.E., Q.S.P./Q.S.D. | *Senior Plan Check Engineer*
Monae Pugh | *Traffic Engineering Specialist*
Brett Enscoe | *Survey Party Chief*
Mycal Balta | *Survey Rodman*
Steve Dukett | *Managing Director Development Services*
Stephen Biscotti | *Senior Public Works Inspector*
Jeff Lantosh | *Senior Public Works Inspector*
Kathleen Robles | *Development Project Manager*
Brad Enscoe | *Senior Public Works Inspector*
Patrick Palafox | *Senior Public Works Inspector*
Brian McDuffie | *Senior Public Works Inspector*
Nelson Blackwell | *Senior Public Works Inspector*
Michael Counce | *Senior Electrical Inspector*
Cynthia Sotelo | *Proposal Coordinator*
Michelle Sells | *Accounting/Office Manager*
Deana Vilches | *Clerical*
Claire Thornton | *Clerical*
Justin Schlaefli, P.E., T.E., P.T.O.E. | *Project Manager*
Bob Doss, P.E. | *Project Manager*
Jennifer Cioffi, P.E. | *Project Manager*
Octavio Parada | *Project Manager*
Brian Wolfe, P.E. | *Senior Engineer*
Shelby Kelley, EIT | *Associate Engineer*
Marvin Lara, EIT | *Associate Engineer*
Travis Bradshaw | *Assistant Engineer*
Kristine Macalma | *Project Manager*
Jose Martinez | *Associate Engineer*
Alex Estepa | *Associate Engineer*
Jose Hernandez | *Associate Engineer*
Metehan Gumustekin | *Associate Engineer*
Tyler Ault | *Senior Public Works Inspector*
Chance Renner | *Assistant Engineer*
Jayden Renner | *Engineering Technician*
Nyesha Burnatte | *Engineering Technician*
Daniel Melero | *Engineering Technician*
Jeannette Barlow | *Clerical*
Tracey McLoughlin | *Clerical*



TERRY RENNER, P.E., Q.S.D.

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

PE License Number 69984 (CA)

Qualified SWPPP Developer and Practitioner #24329

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

American Public Works Association

American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has 22 years of experience in survey and civil engineering infrastructure projects, including drainage improvements, sewer and water improvements, transportation improvements, facilities improvements and recreation improvements. He has provided Resident Engineer management services on numerous projects and has delivered projects for the Fontana, Upland, Rialto, El Monte, Ontario, Moreno Valley, Riverside, Redlands, and Corona. As a project manager, Mr. Renner has been responsible for assisting as City staff, design production, supervising a staff of surveyors, engineers, and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

RELATED EXPERIENCE

- **On-Call Survey and Map Checking Services,** *City of Calimesa, CA* - Mr. Renner provides management and oversight for on-call map checking and survey services to the City of Calimesa. The services include providing map checking for several small and large tract developments, single family residential units and commercial retail centers within the City. Survey services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Survey and Map Checking Services,** *City of Hesperia, CA* - Mr. Renner provides management and oversight for on-call map checking and survey services to the City of Hesperia. The services include providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Map Checking Services,** *City of Wildomar, CA* - Mr. Renner provides management and oversight for on-call map checking and survey services to the City of Wildomar. The services include map checking services for several tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for

tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.

- **Pacific Avenue 16" and 12" Water Pipeline Improvements Project**, *City of Jurupa Valley, CA* – Mr. Renner was the Project and Construction Manager for this project which consists of 5,525 linear feet of 16" and 12" ductile iron and polyvinyl chloride pipe, including connection to existing system, construction of new water system infrastructure, bore and jack with 24" steel casing, meter connections, appurtenances and demolition and abandonment of required existing facilities.

- **1158 Zone Recycled Water Program,** *City of Fontana, CA* – Mr. Renner was the Project Manager and Design Engineer for this project, which TKE prepared preliminary engineering report, utility permitting, plans, specifications, and estimates for the construction of approximately 50,000 linear feet of recycled water mains ranging from 6" to 24" in diameter. The project included San Bernardino County Flood Control District bridge crossings, DWR pipeline crossings and Southern California Edison easement crossings. TKE prepared a preliminary engineering report that identified potential users, projected use amounts alignment alternatives to provide service, environmental impacts and service retrofits. TKE also assisted with a funding application and processing of the application with the State of California State Water Resource Control Board.

- **San Bernardino Avenue Trunk Sewer**, *City of Fontana, CA* – This project consisted of approximately 19,500 linear feet of 48-inch and smaller vitrified clay and reinforced concrete pipe sewer, two siphons, including bore and jacked pipe and casings, and numerous diversion gates for flow diversion. The trunk sewer was constructed on San Bernardino Avenue between Cypress Avenue and Mulberry Avenue. The facility was constructed to convey 25 million gallons of wastewater to a proposed lift station, which will convey the water to IEUA's regional plant number 4. TKE provided project and construction management and inspection services. In addition, TKE provided construction staking and topographic surveying throughout the completion of the project.

- **San Bernardino Avenue Street Improvements**, *City of Fontana, CA* – Mr. Renner provided Construction Administration services for the San Bernardino Avenue street and storm drain improvements project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved

traffic and pedestrian safety. Construction Management, Inspection and construction staking is being provided by TKE for approximately 8,800 linear feet of street median, sidewalk and storm drain improvements. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.) and the railroad crossing upgrade. TKE prepared all legal descriptions, right-of-way acquisition plats, temporary construction easement plats and negotiated with property owners for 5 separate parcels.

MICHAEL THORNTON, P.E., P.L.S., M.S.

TKE Engineering, Inc.

EDUCATION

MS, Civil Engineering, California State University, Long Beach

BS, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

Registered Civil Engineer, PE 44226 (CA)

Professional Land Surveyor, LS 6867 (CA)

AFFILIATIONS

American Society of Civil Engineers

American Water Works Association

California Rural Water Association

American Public Works Association

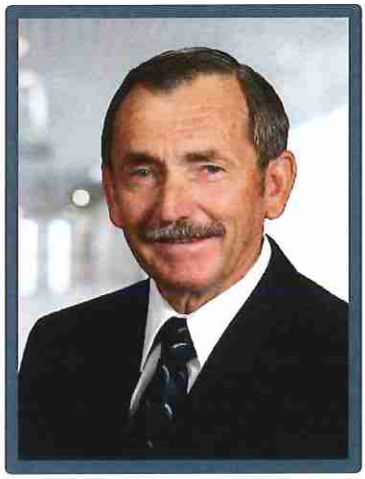
American Council of Engineering Companies

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 33 years of experience in land surveying, engineering planning, design and construction management for public works projects. He has worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton has been responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

RELATED EXPERIENCE

- **City Engineering and Survey Services**, *City of Hesperia, CA* – Mr. Thornton provides on-call civil engineering services to the City, including City Engineer. He has managed more than $100 million in public improvements. While providing these services to the City, he has represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, he has managed major infrastructure development projects.
- **City Engineering and Survey Services**, *City of Calimesa, CA* – Mr. Thornton provided on-call civil engineering services to the City, including City Engineer. He managed more than $20 million in public improvements. While providing these services to the City, Mr. Thornton represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, Mr. Thornton managed major infrastructure development projects.
- **Staff, City, and Survey Engineering Services**, *City of Upland, CA* – Mr. Thornton provided on-call civil engineering services to the City, including one year as City Engineer. He managed more than $200 million in public improvements. While providing these services to the City, Michael represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. Michael was responsible to train staff to manage many of these projects. In addition, Michael managed major infrastructure development projects, one in particular

included a flood control basin project with related conveyance (e.g. reinforced concrete boxes, open channels, storm drains).



RON MUSSER, P.L.S.

TKE Engineering, Inc.

REGISTRATIONS

P.L.S. License Number (CA): 4230

Mr. Musser has over 50 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently provides map checking services to the cities of Calimesa, Upland, Azusa, Pico Rivera and El Monte.

PROJECT EXPERIENCE

Municipal Experience

- **City of Calimesa, CA** – On-Call Survey and Map Checking Services
- **City of Hesperia, CA** – On-Call Survey and Map Checking Services
- **City of Upland, CA** – On-Call Survey and Map Checking Services
- **City of Wildomar, CA** – On-Call Survey and Map Checking Services

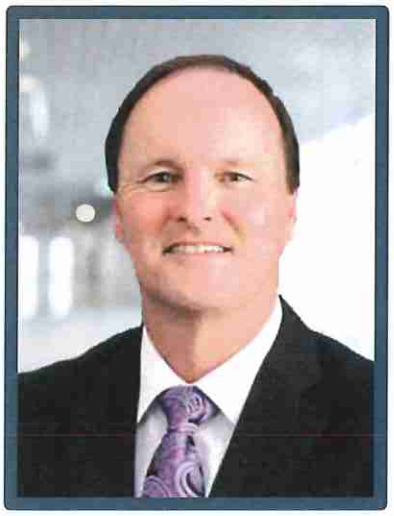
Detailed Project Experience

- **On-Call Survey and Map Checking Services,** *City of Calimesa, CA* - Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Survey and Map Checking Services,** *City of Hesperia, CA* - Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Map Checking Services,** *City of Upland, CA* - Mr. Musser provides on-call map checking services to the City of Upland. Mr. Musser is providing map checking services for several tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel

maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.

- **On-Call Map Checking Services,** *City of Wildomar, CA* - Mr. Musser provides on-call map checking services to the City of Wildomar. Mr. Musser is providing map checking services for several tract developments, single family residential units and commercial retail centers within the City. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **Tract Map 18697,** *City of Upland, CA* - TM 18697 – Mr. Musser was responsible for Tract Map plan check services on a 10 acre, 209 unit mixed use development project, including final map approval and closure calculations.
- **Westwood College Lot Line Adjustment**, *City of Upland, CA* – Mr. Musser was responsible for plan check services on a lot line adjustment to move a parcel that was located down the middle of an existing building on the Campus of Westwood College.
- **Tract Map 72264**, *City of El Monte, CA* – Mr. Musser was responsible for Tract Map plan check services on a 1.77 acre, 9 unit residential project, including final map approval and closure calculations.
- **Dunkin Donuts**, *City of Upland, CA* – Mr. Musser was responsible for plan check services on a certificate of correction for Tract Map 16416 to correct information on the tags set for the tract map.
- **Parcel Map 72652**, *City of El Monte, CA* – Mr. Musser was responsible for Parcel Map plan check services on a 0.62 acre, 4 lot commercial development project, including final map approval and closure calculations.
- **Parcel Map 72890**, *City of El Monte, CA* – Mr. Musser was responsible for Parcel Map plan check services on a 0.55 acre, 3 unit residential development project, including final map approval and closure calculations.
- **Mediterranean Gardens Parcel Map**, *City of Victorville, CA* – Mr. Musser was responsible for Preparation of Parcel Map 19358 on a 29.5 acre, 2 parcel high density residential development project, including final map approval and closure calculations.
- **Upland Basin,** *City of Upland, CA* – Mr. Musser provided topographic design survey, aerial target placement, ALTA survey, Parcel Map preparation and construction staking for the 1300 acre-foot flood control and aquifer recharge basin project that included DSOD jurisdictional facilities, inlet and outlet facilities, and related work. The project included preparation of basin, street improvements, storm drain, spillway, and structural detail construction documents (drawings, specifications, and estimates), hydrology and hydraulic analyses, environmental compliance, storm water pollution prevention plan preparation, right-of-way acquisition, aerial mapping, and related civil engineering services.

- **Tract Map 73146** *City of Pico Rivera, CA* – TM 73146 – Mr. Musser was responsible for Tract Map plan check services on a 0.5 acre, 7 lot residential development project, including final map approval and closure calculations.
- **Tract Map 65563** *City of Pico Rivera, CA* – TM 65563 – Mr. Musser was responsible for Tract Map plan check services on a 0.9 acre, single lot development project for condominium purposes, including final map approval and closure calculations.
- **Tract Map 72952** *City of Pico Rivera, CA* – TM 72952 – Mr. Musser was responsible for Tract Map plan check services on a 0.9 acre, single lot development project for condominium purposes, including final map approval and closure calculations.



STEVEN NIX, P.E., P.L.S.

Senior Plan Check Engineer

EDUCATION

Chaffey College, Alta Loma, CA

REGISTRATION

P.E. License Number 56810 (CA)
L.S. License Number 8146 (CA)

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

Mr. Nix, has over 39 years of experience as a Civil Engineer. He has worked on a variety of development projects, ranging in size from small to very large, as the municipal agency's technical review staff. He has provided development project screen checks, responded to development community inquiries, accepted submittals on behalf of agencies, determined project impacts, developed conditions of approval, presented projects to planning commissions, prepared council agenda reports, performed plan checks, seamlessly executed the entitlement process, as well as many other municipal development services. In addition, Mr. Nix has served several cities as it's resident engineer in other capacities including the City of Chino, City of Chino Hills, City of Montclair, City of Ontario, City of Fontana, City of Riverside, and Chino Basin Municipal Water District in both the public and private sectors. He has served the City of Upland as the Sanitary Sewer Specialist and East Valley Water District as the Director of Engineering and Operations. His experience includes survey, design and construction management of all types of civil engineering projects ranging from single and multi-family residential, commercial and industrial development projects, public works projects including street, sewer, water, storm drain improvements, water wells construction including wellhead treatment, sewage and water pump stations, water reservoirs as well as sewage treatment and transmission.

DETAILED PROJECT EXPERIENCE

- **Interim Director of Public Works,** *Upland, CA* – Mr. Nix served as the Interim Director of Public Works for the City of Upland. Mr. Nix was responsible for overseeing the Public Works Department staff, representing the City with other agencies at numerous meetings, representing engineering to the City's council and the public, managing engineering budgets and project schedules, retaining other consultants to prepare improvement design projects, managing funding programs, and various related work.

- **On-Call Plan and Map Checking Services,** *Various Cities, CA* - Mr. Nix has provided on-call plan checking services to several local Southern California Cities. His experience includes providing plan checking services for several small and large tract developments, single family residential units, and commercial retail centers. His services have included development project screen checks, responding to development community inquiries, performing plan checking for grading, street, storm drain, landscaping, street lighting, traffic signal,

SWPPP, erosion control, and WQMP plans, as well as conducting all facets of municipal development related services.

- **Director of Public Works,** *Montclair, CA* - Mr Nix served as Director of Public Works for the City of Montclair. His project experience includes wet utility relocations necessary to support the extension of the Metro Rail from San Bernardino to Redlands and the Central Avenue Rehabilitation Project between Phillips Blvd and Arrow Route in the City of Montclair. He also provided contract support for plan check services for all Development Projects within the City of Montclair. This included review of entitlement processing and review of all improvements plans and mapping needed to facilitate new development projects, he also provided design, QA/QC and shop drawing review required for Land Development projects.

- **Director of Engineering and Operations,** *East Valley Water District, Highland, CA* Mr Nix served as the Director of Engineering and Operations for the East Valley Water District. He was responsible for daily operations and managing the Capital Improvement Program which averages $5-6M of improvements to District facilities per year. The Operations Division included both water and wastewater and served approximately 102,000 residents within City of Highland and portions of both City and County of San Bernardino. The Water Division also operates a 8 MGD surface water treatment plant which provides about 1/3 of the potable water used within the District.

- **City Engineer**, *City of Chino Hills, CA*- Mr Nix served in several capacities throughout his decade of services at the City of Chino Hills. As the Assistant City Engineer, he was responsible for review of all aspects of the Land Development process which included entitlement, improvement plan review, and oversight of construction inspection for all projects within the City. He was also responsible for oversight of the Capital Improvement Program including budgeting, design, construction management and inspection services. Upon promotion to City Engineer, under direction of the City Manager, he was responsible for all aspects of operation of the Engineering Department. His oversight included department operating budget, Land Development, Capital Improvement Program, Traffic Engineering as well as liaison to the City Public Works Commission and other outside agency committees. As a Licensed Land Surveyor he also functioned as City Surveyor and signatory to all final maps processed within the City.

DESCRIPTION OF SERVICES

A. DESCRIPTION OF SERVICES

TKE's experienced staff and long history of providing similar services to clients throughout Southern California, demonstrate TKE's ability to provide on-call land surveying and construction staking services. Furthermore, TKE is committed to completing all of the required services assigned to TKE for the duration of the contract and any extensions approved by the City. TKE's office location and company culture permit us to consider the City as a priority client. As such, resources required to resolve complex problems encountered during a project and ensure the successful completion.

Throughout our history, TKE has provided municipal professional surveying services for land development and capital improvement projects. We have successfully completed complex and challenging projects for a variety of municipal agencies who have continued to request that we partner with them in delivering value to their communities.

For this contract, Mr. Terry Renner, P.E., Q.S.D., Senior Vice President of TKE, will coordinate and oversee the projects contracted to TKE. He brings a vast amount of knowledge from his 22 years of experience managing similar projects throughout Riverside, San Bernardino and Los Angeles counties. Mr. Renner will serve as Client Manager and will maintain direct and continued responsibility for all surveying services provided for the duration of this contract. He will serve as the primary contact on all matters dealing with your projects and will manage and oversee day-to-day activities throughout project completion, as well as handle all contractual matters and advise the team.

TKE's management team and surveying staff are fundamentally committed to creating value in each task that we perform. As such, we have created a professional culture wherein each member of our staff constantly strives for increased efficiency, ultimately allowing us to provide highly professional services at competitive rates. This culture of constant value creation and increased efficiencies ensures that the services contracted to, and provided by TKE, will always mean good stewardship of public resources.

TKE has strived to develop techniques that reach outside the box and develop well rounded individuals committed to providing high quality, efficient services to meet all of our clients' needs. TKE trains our staff on every facet of design and construction to provide a level of knowledge that can identify problems in every phase of the project. It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationships with our client base. Understanding that all aspects of surveying and civil engineering are important to ensure the City's interests are protected, our team brings TKE management level professionals to projects ensuring that every aspect receives full and comprehensive consideration. It is this personal touch and contact that define our 'local service' approach. We consider ourselves community builders and take ownership of services requested from TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all services on schedule and within specified budget. TKE is committed to responding to our clients' needs as they arise.

TKE's proactive management approach ensures we rarely experience 'crisis' project delivery needs. Our office location in Riverside will permit TKE staff to respond to requested meetings or field issues at a moment's notice.

TKE is staffed with highly qualified and experienced professional personnel that will be available, if needed, at a moment's notice for additional work beyond the original scope of services. Our staff will be able to provide services immediately if awarded the contract.

We are familiar with all types of surveying and are equipped to provide surveying services in an efficient manner. Our survey crews also have experience in design and can provide assistance with identifying design deficiencies during construction.

Throughout our history of 22 years serving the Southern California region, we have provided multi-disciplinary professional surveying and engineering services for large and small projects. We have successfully completed complex and challenging projects for a variety of municipal agencies who have continued to request that we partner with them in delivering much needed infrastructure to their communities.

B. SIMILAR SERVICES

TKE continues to provide numerous municipalities and agencies with surveying services and staffing for every facet of development, engineering, and public works projects. A few examples of similar services provided by TKE are the City of Hesperia, City of Calimesa, City of Adelanto, City of Highland, and City of Wildomar. Each are discussed below:

Hesperia – TKE serves the City of Hesperia as its City Engineer and Surveyor. TKE is responsible for all engineering activities performed by City staff including design survey, plan and map checking, boundary surveys, project management, right-of-way engineering, development services review, CIP development and its design and implementation.

Calimesa – TKE serves the City of Hesperia as its City Engineer and Surveyor. TKE is responsible for all engineering activities performed by City staff including design survey, plan and map checking, boundary surveys, project management, right-of-way engineering, development services review, CIP development and its design and implementation.

Adelanto – TKE serves the City of Hesperia as its City Engineer and Surveyor. TKE is responsible for all engineering activities performed by City staff including design survey, plan and map checking, boundary surveys, project management, right-of-way engineering, development services review, CIP development and its design and implementation.

Highland – TKE provides on-call survey, plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, development project review, planning and implementation. TKE is assisting the City Engineer with more than $7 million in Capital Improvements projects for the current fiscal year. While providing these services to the City, TKE prepared numerous grant applications, performed plan checking on Capital Improvement projects, represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, provided plan and map checking for capital improvement projects, provided construction management and inspection services, provided public relations and various related work.

Wildomar – TKE is currently providing on-call plan, map and WQMP checking services to the City of Wildomar for numerous development and Capital Improvement Projects. In addition, TKE currently provides on-call design and construction administration services on capital improvement projects within the city. TKE has been providing plan and map checking services to the City since 2014.

C. WORK PLAN

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency, and overall quality of work, and believes that a high level of quality is needed on all surveying services. High quality surveying project management yields the following tangible results:

- Smoother Processing
- Minimized Construction Changes
- Reduced Claims and Dispute Resolution Costs

TKE believes that the most successful project management program is one that is applied inherently throughout the entire design process and all design activities. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always "create quality" in every task performed throughout.

This program has become a natural element in all aspects of TKE's management activities, and will guide our work on this contract:

- Staff Training and Development
- Assignment of Experienced Staff
- Continuity of Staffing
- Project-Specific Work Plan
- Schedule Compliance
- Comprehensive Field Review and Compilation of Site Data
- Established Checking Procedures

This project management program is in place to ensure that surveying services provided by TKE continue to exceed the standards of our clients and that we will deliver the project on schedule and within budget.

D. METHODOLOGY

TKE's survey staff are always proactively involved during design, survey collection, document review, document preparation and construction staking of any project. TKE staff is trained to identify potential problems prior to them being constructed whether it is our design or not. We do not take the approach of simply staking what is shown on the plan without analyzing the data first. TKE provides the City with an additional review to help ensure change orders on projects are minimized and the City funds are used effectively and efficiently.

During the construction of the San Bernardino Avenue Trunk Sewer, TKE was able to effectively identify a major underground Southern California Edison transmission main for relocation and avoid a six-month delay to the construction schedule. In addition, as a result of our effective in-house constructability review and construction expertise, our team was able to recommend a solution that reduced the amount of import for the Pacific Electric Trail, Segment 6, by approximately 9,500 cubic yards, allowing the City to avoid a potential change order in excess of $50,000.

Successful project delivery is our goal. Our definition of successful project delivery is:

- Project Completion that Meets all Project Requirements
- Project Completion on Schedule
- Project Completion Within Budget

We have developed this project approach in order to maintain an expertise in our core business. Our approach to your surveying, mapping and staking projects, recognizing that both schedule and budget are of primary concern, dictates that services must be provided both efficiently and carefully. With surveying projects, our experience tells us that there must be a proactive approach to completing the work in order to maintain cost constraint and stay on schedule. This approach includes early identification of critical surveying elements together with review of project schedule and tasks. When this is coupled with the various constraints present with any project, it is critical that the City choose a consultant with a proven track record of delivering. With a familiar team of senior level surveying professionals, TKE is the right choice for this panel. TKE is prepared to meet the delivery time parameters required by the City.

Another primary function of TKE survey staff is to verify compliance with aspects of federal, state, and local laws as well as the subdivision map act and City standards. TKE is already well versed with federal, state and local development law and the map act requirements. Further, TKE will familiarize ourselves with City standards verifying that all construction related to engineering components, are constructed in accordance with these requirements and standards.

RELEVANT PROJECT EXPERIENCE

CITY OF HIGHLAND SURVEYING SERVICES

City of Highland, CA

Client Contact: Mr. Carlos Zamano
Phone Number: (909) 864-6861
Email: czamano@cityofhighland.org
Project Cost: $7m+
Completion Date: 2013-Present

DESCRIPTION

TKE provides on-call surveying services to the City, including City Surveyor. TKE managed more than $7 million in public improvements. While providing these services to the City, TKE represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, reviewed maps and conditions of approval, performed boundary and topographic surveys, performed construction verification and staking surveys and performed map checking for commercial and residential development projects.

SERVICES

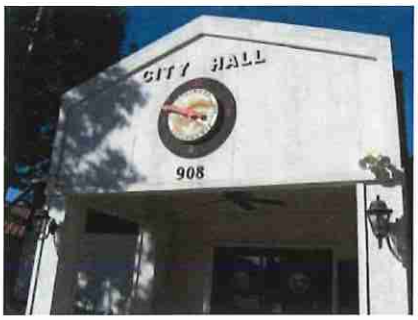
Services included preparation of legal and plat exhibits, easement review and acquisition, field surveying, including construction staking, boundary surveys, topographic surveys, legal description surveys, aerial mapping, ALTA surveys, and control surveys, utility location and invert surveys, performed map checking, and monument preservation.

KEY STAFF

Terry Renner, P.E.
Michael P. Thornton, P.E.
Ron Musser, L.S.
Brett Enscoe
Steve Nix, P.E., L.S.

RELEVANCE TO JURUPA VALLEY

- On-Call Design Surveying and Topographic Services
- On-Call Map Checking
- On-Call Right-of-Way Engineering
- On-Call Boundary Surveying
- On-Call Construction Surveying Services



CALIMESA CITY SURVEYING SERVICES

City of Calimesa, CA

Client Contact: Ms. Bonnie Johnson
Phone Number: (909) 795-9801
Email: bjohnson@cityofcalimesa.com
Project Cost: $20M+
Completion Date: 2013-Present

DESCRIPTION

TKE provides on-call surveying services to the City, including City Surveyor. TKE managed more than $20 million in public improvements. While providing these services to the City, TKE represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, reviewed maps and conditions of approval, performed boundary and topographic surveys, performed construction verification and staking surveys and performed map checking for commercial and residential development projects.

SERVICES

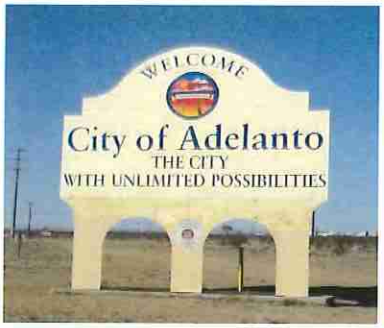
Services included preparation of legal and plat exhibits, easement review and acquisition, field surveying, including construction staking, boundary surveys, topographic surveys, legal description surveys, aerial mapping, ALTA surveys, and control surveys, utility location and invert surveys, performed map checking, and monument preservation.

KEY STAFF

Michael P. Thornton, P.E., L.S.
Terry Renner, P.E.
Ron Musser, L.S.
Brett Enscoe

RELEVANCE TO JURUPA VALLEY

- On-Call Design Surveying and Topographic Services
- On-Call Map Checking
- On-Call Right-of-Way Engineering
- On-Call Boundary Surveying
- On-Call Construction Surveying Services



ADELANTO CITY SURVEYING SERVICES

City of Adelanto, CA

Client Contact: Mr. Jessie Flores
Phone Number: (760) 246-2300 ext. 11184
Email: Jflores@ci.adelanto.ca.us
Project Cost: $5M+
Completion Date: 2017-Present

DESCRIPTION

TKE provides on-call surveying services to the City, including City Surveyor. TKE has managed more than $5 million in public improvements. While providing these services to the City, TKE represented the City with other agencies at numerous meeting, represented engineering with the City's council and other public meetings, reviewed maps and conditions of approval, performed boundary and topographic surveys, performed construction verification and staking surveys and performed map checking for commercial and residential development projects.

SERVICES

Services included preparation of legal and plat exhibits, easement review and acquisition, field surveying, including construction staking, boundary surveys, topographic surveys, legal description surveys, aerial mapping, ALTA surveys, and control surveys, utility location and invert surveys, performed map checking, and monument preservation.

KEY STAFF

Brian Wolfe, P.E.
Michael P. Thornton, P.E., L.S.
Terry Renner, P.E., Q.S.D.
Ron Musser, L.S.
Brett Enscoe
Steve Nix, P.E., L.S.

RELEVANCE TO JURUPA VALLEY

- On-Call Design Surveying and Topographic Services
- On-Call Map Checking
- On-Call Right-of-Way Engineering
- On-Call Boundary Surveying
- On-Call Construction Surveying Services

APPENDICES

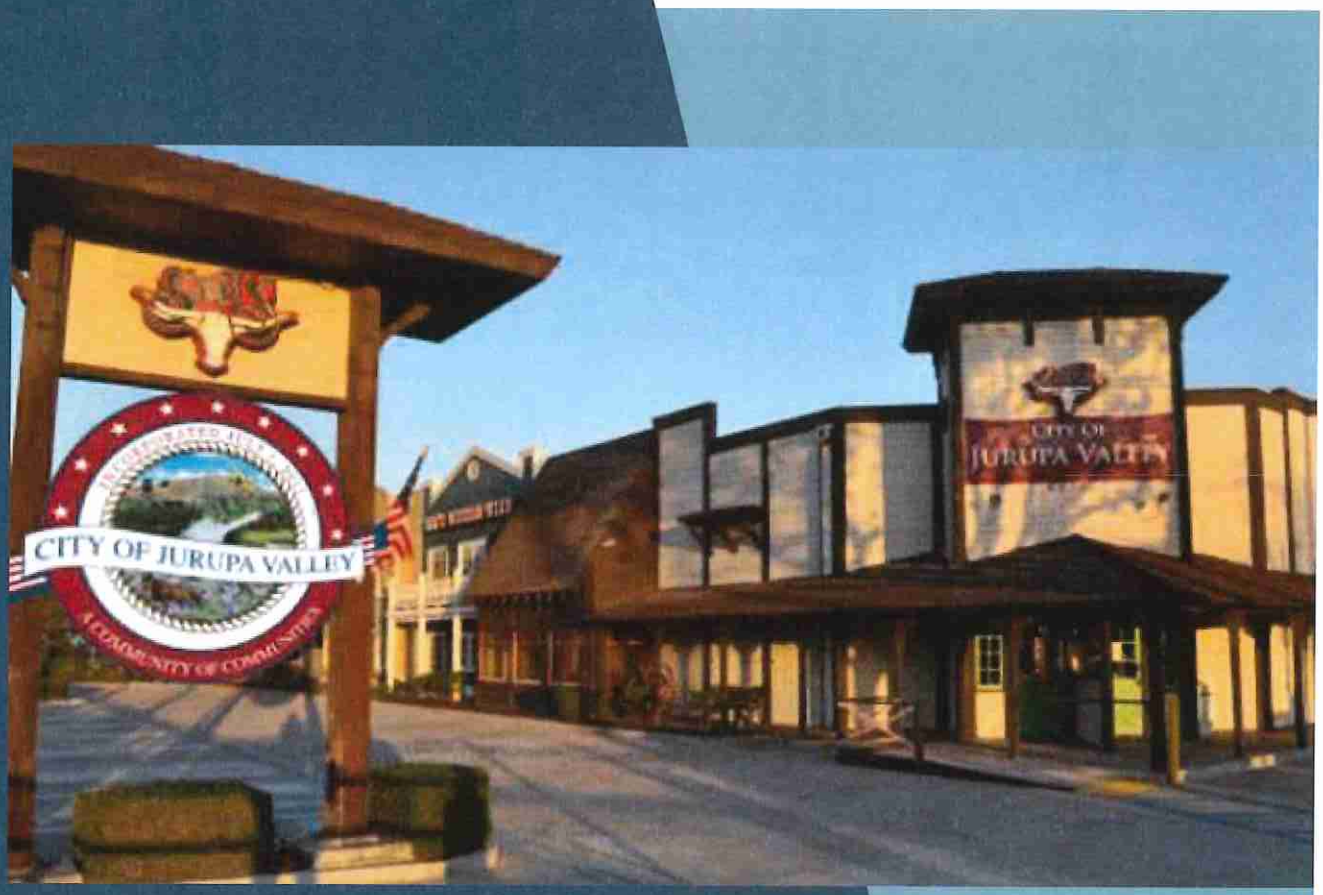

CITY OF JURUPA VALLEY
A COMMUNITY OF COMMUNITIES
CITY OF
JURUPA VALLEY

EXHIBIT A

CITY OF JURUPA VALLEY

PROPOSER'S SIGNATURE

ON-CALL LAND SURVEYOR SERVICES

The undersigned, having become familiar with the local conditions affecting the cost of work, hereby proposes to furnish all management, tools, supplies, equipment, material, transportation, and labor service necessary to perform and all work performed under any contract resulting from this proposal.

By submission of this proposal, the undersigned certifies that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other proposer or competitor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PROPOSER'S SIGNATURE PAGE

By signing this form, the Consultant states that the firm(s) has sufficient staff resources and capability to perform the work contained within this Request for Proposal.

PROPOSER: TKE Engineering, Inc.
(Consultant Name)

ADDRESS: 2305 Chicago Avenue Riverside, CA 92507

TELEPHONE NUMBER: 951-680-0440

PRINT NAME: Terry Renner

SIGNATURE: _____

TITLE: Senior Vice President DATE: 3/11/2022

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

SIGNING INSTRUCTIONS TO THE CONSULTANT

This Proposal must have a valid signature above and be delivered as required or it will be considered non-responsive (CCP 1933).

Proposer's Signature Page to be accompanied by notary certificates attached following this page. Note the description of the document on the notary certificate and attach notary certificates immediately following this page.

General Partners must sign on behalf of the partnership.

In the event that the consulting firm is a corporation, two (2) corporate officers having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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 Riverside)

On March 11, 2022, before me, J. Tomas,
(insert name and title of the officer)
Notary Public, personally appeared Terry Renner,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Proposal for On-Call Land Surveyor Services for the City of Jurupa Valley 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 J. Tomas (Seal)

J. TOMAS
COMM. #2348964
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires March 16, 2025

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND DENNIS JANDA, INC. FOR ON-CALL LAND SURVEYING SERVICES

THIS AGREEMENT is made and effective as of September 1, 2022, between the City of Jurupa Valley ("City") and Dennis Janda, 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 September 6, 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 September 5, 2025, unless sooner terminated pursuant to the provisions of this Agreement. The City and Consultant may extend the term of this Agreement by mutual agreement for two (2), one (1) year extensions. The Agreement term and all extensions thereto shall not exceed a total of five (5) years.

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 Seventy-five Thousand dollars ($75,000.00) each fiscal year through 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: Paul Toor, Public Works Director
To Consultant:	Dennis Janda, Inc. 42164 Remington Avenue Temecula, CA 92590 Attention: Dennis Janda, 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 sub-Consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

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

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

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

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

CITY OF JURUPA VALLEY

_____
Rod B. Butler
City Manager

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

_____
Peter M. Thorson
City Attorney

DENNIS JANDA, INC., A CALIFORNIA CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[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

Consultant will be responsible for performing land surveying and related engineering services on an "on-call or as-needed" basis during the term of the agreement. Consultant will work with City staff to complete assignments in the most cost-effective and responsive manner.

Services may include, but not be limited to, the following:

- Investigate and respond to difficult and sensitive problems and complaints in a professional manner; identify and report findings and take necessary corrective action.
- Monitor changes in regulations and technology that may affect operations; recommend policy and procedural changes after approval.
- Provide complex staff assistance as needed; develop and review staff reports related to assigned activities and services; present information to the City Council and various commissions, committees, and boards, as needed.
- Respond to questions from City staff and City consultants regarding surveying, easements, mapping, legal descriptions, and deeds.
- Review maps, easements, and other related documents for accuracy and compliance with generally accepted standards of surveying methodology.

Field Surveys and Reviews

- Aerial mapping and photogrammetry
- ALTA/NSPS survey
- As-built survey
- Boundary survey
- Construction staking/survey
- Final mapping
- Flood elevation certificate
- Global Positioning System (GPS) survey
- Grant deeds and legal descriptions
- Leveling survey
- Location survey
- Lot line adjustments/lot mergers
- Parcel and tract map reviews
- Pothole of existing utilities
- Preparation of legal descriptions

- Processing with County Recorder's Office
- Record of survey mapping/corner records
- Research of existing utilities information or base maps
- Right-of-way/appraisal mapping
- Topographic design survey

The work shall be performed in accordance with Consultant's proposal attached hereto as Exhibit A-1.

Exhibit A-1

DENNIS JANDA, INCORPORATED
MAPPING/SURVEYING SERVICES

42164 Remington Ave.
Temecula, CA 92590
Ph: (951) 699-8874 Fax: (951) 699-8568
E-Mail: dennisj@pmcmap.com

City of Jurupa Valley
Public Works Department
8930 Limonite Avenue
Jurupa Valley, CA 92509

Thank you for this opportunity to reintroduce my firm to you and to provide a current Statement of Qualifications for **"RFP On-Call Land Surveyor Services"** for the City of Jurupa Valley on an as needed basis.

Dennis Janda, Inc. (DJI) offers a comprehensive line of Professional Land Surveying and Mapping services. We request to be considered to provide the services being requested.

Contents

A. Dennis Janda, Inc. Organization / Company Profile

B. Description of Services Provided by Dennis Janda, Inc.

C. Hourly rate sheet - See attached Envelope

D. Completed Proposer's Signature Page

E. Completed Non-Collusion Declaration

F. Completed list of three (3) references

G. Subconsultant Information

H. Photocopy of Dennis Janda, PLS, license

I. Insurance Requirements Acknowledgement/Certification

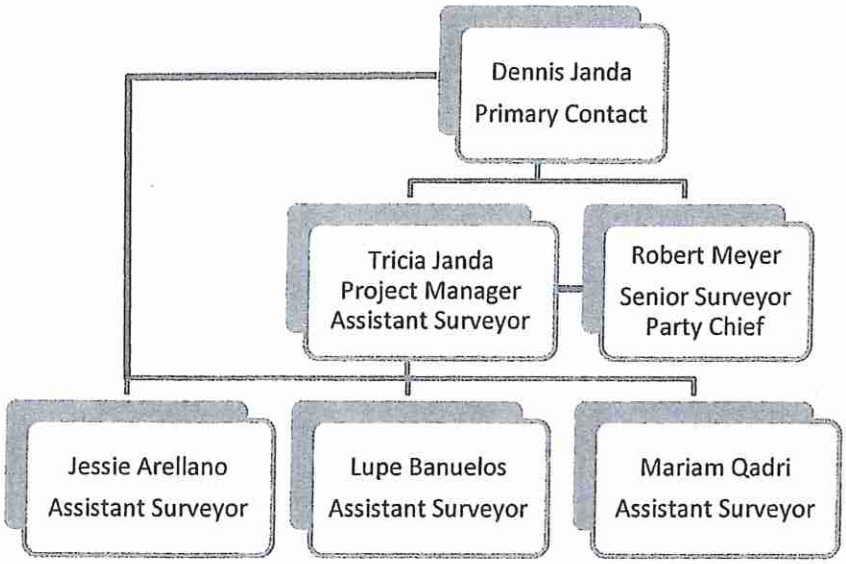
Appendix A
Resumes

Appendix B
Subconsultant Introduction / Resume

A. Organizational. / Company Profile

Dennis Janda, Inc. (DJI), formally Dennis Janda & Associates (1997-2001) is a private corporation providing professional Land Surveying, Mapping Services and Surveying related plan checking. DJI is in Temecula, California. The sole owners and managers are Dennis Janda and Tricia Janda and have worked together for both Public and Private Sectors Clients throughout Southern California and currently with a core staff of 8 employees.

DJI's key personnel for the proposed RFQ has 40 plus years of experience in the traditional disciplines of Land Planning, Civil Engineering, Land Surveying and Mapping. With this experience using and participating in the evolution of Surveying and Mapping practices has helped in our ability to contribute in time and cost saving practices and processes from project conception through the development, to recording. We continue to keep abreast of updated City/County/State laws/regulations by attending Seminars/Workshops/Conferences pertaining to the Subdivision Map Act along with State and local ordinances together with classes pertaining to technical related hardware and software applications associated with survey, mapping and plan check services.



DJI Qualifications	Key Personnel			Support Personnel			
	Dennis Janda, PLS	Tricia Janda Land Surveying, GIS Tech	Robert Meyer Party Chief	Tyler Janda Instrument Man	Jessie Arellano Land Surveying	Lupe Banuelos Land Surveying, GIS Tech	Mariam Qadri Land Surveying
Years of Experience	43	25	37	16	17	18	13
On-Site Staffing	✓	✓	✓		✓	✓	✓
Riverside County Area Experience	✓	✓	✓	✓	✓	✓	✓
Surveying / Map Check	✓	✓	✓		✓	✓	✓
Survey Design As-built	✓	✓	✓	✓			
Survey Construction Staking	✓		✓	✓			
Survey Field Improvement Inspection/Certification	✓		✓	✓			
Document Control	✓	✓	✓	✓	✓	✓	✓
Report Writing	✓	✓	✓		✓	✓	✓

B. Description of Services Provided by Dennis Janda, Inc.

DJI's multi-talented staff has been working with many Municipalities and Utility Districts including the City of Jurupa Valley since March 2013, as a Subconsultant with HR Green providing services including but not limited to for purposes of this RFP:

- Perform Various Survey map and document review for adherence to the City Standards, "conditions of approval", together with state laws and regulations for Subdivision Projects including but not limited to Tentative and Final maps, Parcel Mergers, Lot Line Adjustments, Offers of Dedications, Notice of Vacations, and Easements, Certificates of Compliance and Certificate of Corrections, together with Swing Ties & Final Monument inspections for compliance.

- Investigate and respond to City Staffing about survey related issues regarding surveying, easements, mapping, legal descriptions, and deeds and other related survey issues.

- Research existing record data for but not limited to record maps, deeds, easements, offers of dedications, records of survey, right of ways, monument ties, and benchmarks.

- Prepare legal descriptions and plat maps for but not limited to Offers of Dedications, Notice of Vacations, Grant Deeds and Quitclaim Deeds together with Annexations.

- Prepare digital and hardcopy reports/exhibits for various engineering projects and/or Land Information inquiries including Right of Way maps.

- Perform Right of Way and Appraisal surveys.

- Perform topographic/x-sections/as built surveys along with Photogrammetric / Aerial services for various Engineering projects.

- Perform boundary surveys.

- Perform construction staking / certification surveys including survey for potholing of utilities when needed.

Project Management System

The following Key services have been highlighted to breakdown of consultant tasks associated with the completion of survey documents and map review.

Reviews are accepted as digital files through Newforma as typically done with the City of Jurupa Valley or by any other digital file submissions using Adobe format. Submittals can also be picked up if required when given a 24-hour notice. Hard copies will be scanned for plan review.

Map Checking Procedure (Tract and Parcel)

1. Map is logged into our job list (if new job) and then logged into Map Processing log and scheduled on calendar for return date, then a new folder is made for the job and added to the computer data base.
2. If 1st plan check, plan checker looks for submittal of the items listed on the "Plan Check Review List" (see 1-A)
3. The plan checker uses the "Technical Plan Check Correction list" (see 1-B) to process the map.
4. A copy of the "Final Mylar Approval List" (see 1-C) is also filled out.
5. The map is then plan checked if necessary redlined with the plan checkers comments per the list requirements and a plan check comment excel spread sheet (see 1-D) are prepared with a summary to be submitted back to client with a detail of all plan check comments and/or any needed items missing from list.
6. The map is reviewed, and comments prepared by the Principal Surveyor.
7. A transmittal is made of all items being returned to client.
8. A transmittal is made to the City.
9. The redlined map is then scanned and all check list, excel spread sheets comments, documents and transmittals that are being returned to client are scanned then added to the computer data base folder for each plan check
10. Then a PDF copy of the plan check package together with an excel spread sheet are then emailed over to the City and if requested a hard copy of the package is then delivered to the City.
11. The map is then logged out of the Map Processing log.
12. When the map has completed all necessary requirements of the City Surveyor, the Mylars are then signed by the City Surveyor and returned to the City for signing and recording.

The Final Monument Compliance sometimes before recordation and sometimes after the improvements have been accepted.

13. A "Final Monument Inspection Requirements" letter (see 1-H) is either emailed or faxed to client.
14. Job is logged into job list (if new job) and then logged into Map Processing log and scheduled on calendar for return date, then a new folder is made for the job and added to the computer data base.

15. A copy is made of all original documents submitted and a field package is prepared.
16. Scheduling is made for a field crew to go out and do a physical monument inspection.
17. After the physical inspection had been completed the field crew reviews the notes with the Principal Surveyor and if the inspection fails, the redlined comments and a plan check comment excel spread sheet (see 1-D) are prepared with a summary to be submitted back to client with a detail of all plan check comments and/or any needed items missing or needed to be corrected.
18. When the physical inspection and review by Principal Surveyor is completed and the Final Monument Inspection has passed the original Swing Ties are scanned and put into the City database and a letter of completion (see 1-I) is prepared and sent to the client and the City.

Plan Checking Procedure Legal and Plats i.e.: Lot Line Adjustments, Parcel Mergers, Dedications, Vacations, Easements and Certificate of Compliance

1. Application is logged into job list (if new job) and then logged into Map Processing log and scheduled on calendar for return date, then a new folder is made for the job and added to the computer data base.
2. If 1st plan check, plan checker looks for submittal of the items listed on the "Processing Procedure" (see 1-E) to process the application.
3. The plan checker uses the "Preparation Guidelines for Legal Descriptions" (see 1-F) and "Preparation Guidelines for Plats" (see 1-G).
4. The job is then reviewed with the above-mentioned check list and if necessary redlined with the plan checkers comments and a plan check comment excel spread sheet (see 1-D) are prepared with a summary to be submitted back to client with a detail of all plan check comments and/or any needed items missing from list.
5. The job is reviewed, and comments prepared by the Principal Surveyor.
6. A transmittal is made of all items being returned to client.
7. A transmittal is made to the City.
8. All check list, excel spread sheets comments, documents and transmittals that are being returned to client are scanned then added to the computer data base folder for each plan check
9. Then a PDF copy of the plan check package together with an excel spread sheet are then emailed over to the City and if requested a hard copy of the package is then delivered to the City.
10. The job is then logged out of the Map Processing log.
11. When the documents have completed all necessary requirements of the City Surveyor, the documents are then signed by the City Surveyor and returned to the City for signing and recording.

Survey related documents and Exhibit/Plat Preparation Methodology

In the preparation of a Legal description and Exhibit/Plat and considering there are different types, we would review the request and determine the best method to meet our Client's Specific Project Goals and Schedules. That being discussed, a scope can be developed which meets those specific requirements. In most survey related documents and exhibits there are some basic elements that are required.

The methodology for survey related document such as street dedication for example, would include an Exhibit and Legal descriptions would identify the existing Right of way and Easements, including showing information of existing right of way and centerlines with their relationship to the adjoining parcels together with the proposed limits of the dedication:

Research: This includes acquiring Survey records (Subdivision Maps, Parcel Maps, Records of Surveys, right of way documents and title documents). In the case where right of way acquisitions is to be made Title information will also be researched for those affected parcels for any existing easements that could affect the Dedication.

Preparation Exhibit/Plat typical procedure and attributes:

The research information is compiled to create a record plan drawing with the proposed dedication and would include items such as:
Project Reference and the type of dedication/conveyance
All data that is relevant to the dedication, including the location such as section, township, and range, or the rancho information, with existing record map information in which the described property is located.
It would Indicate the proposed easement/dedication by a distinctive, bold, solid border/boundary with all survey data: bearings, distances, and dimensions of the existing and proposed dedication/conveyance. Along with the relationship to all existing adjoining or overlapping/ intersecting easements.
The Exhibit/Plat shall be oriented with north to the top or side of the sheet. With the Printed information (e.g., bearings, distances, descriptions) oriented the same so that they will read left to right when looking North, including any Surveyor's notes if necessary.
In some cases, a vicinity map is required and will be shown on the plat, along with any details when necessary.
Data on the plat shall agree with data shown on the legal description(s). If associated with a final map, both legal description(s) and plat(s) shall agree with data shown on the final map.

Preparation Legal Description typical attributes would include:

Preamble of the area of the property being described, including the record map, section, township, and range, or the rancho information as applicable.
All metes and bounds data to be able to convey information of the proposed dedication shall include bearings, distances, and dimensions along with the use of bounds such as "along" and "to" calls of adjoiner's when necessary and where applicable,
Data in the legal description shall agree with data shown on the plat exhibit(s). If associated with a final map, both legal descriptions(s) and plat(s) shall agree with data shown on the final map.
A list of the acreage to the nearest hundredth of an acre, if ¼ acre or more. List the square footage if less than ¼ acre.

Quality procedure we use for the preparation of these documents includes a review by a staff member that did not prepare the document to catch any discrepancies which included the review of closure reports generated, together with record documents used in the preparation to check the accuracy of the data being represented with a final review by Dennis Janda prior to signing and approving any such documents.

Design Survey and Engineering Base Map Preparation Methodology

In the preparation of an Engineering Base there are different methods to best meet our Client's Specific Project Goals and Schedules. That being discussed a scope can be developed which meets those specific requirements. In most design there are some basic elements that are required.

The methodology for an engineering base, such as street plan, we will identify the existing conditions of the area of design. This could include items such as Cadastral Mapping showing roadways with their relationship to the adjoining parcels, together with the existing improvements including utilities:

Research: This includes acquiring Survey records (Subdivision Maps, Parcel Maps, Records of Surveys, right of way documents) and existing Utility plans for the area. This information is compiled to create an initial record plan drawing. In the case where right of way acquisitions is to be made Title information will also be researched for those affected parcels.

Design Survey: Based on the requirements of the project this could very detailed. Basic design survey would include:

- Performing Horizontal Control Survey to locate Monuments and Ties to establish the Right of way and Adjacent parcels.
- Performing Vertical Control Surveys to locate and tie existing Vertical Datum Benchmark.
- Performing conventional Topographic ground survey locating aboveground improvements including but not limited to above ground utilities, pavement, curb and gutter, signs, medians, etc. together with locating pavement breaks, i.e., flowline, crowns, and change in material (concrete, pavement, etc.). This also could include Aerial Photogrammetry for larger projects that need more coverage outside the immediate area of design or to supplement the engineering Base.

Engineering Base: Prepare Engineering Base Map with record centerline and Right of Way along with adjacent parcel line work along with Easements linework when applicable with above reference survey results.

EXHIBIT A

CITY OF JURUPA VALLEY

PROPOSER'S SIGNATURE

ON-CALL LAND SURVEYOR SERVICES

The undersigned, having become familiar with the local conditions affecting the cost of work, hereby proposes to furnish all management, tools, supplies, equipment, material, transportation, and labor service necessary to perform and all work performed under any contract resulting from this proposal.

By submission of this proposal, the undersigned certifies that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other proposer or competitor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PROPOSER'S SIGNATURE PAGE

By signing this form, the Consultant states that the firm(s) has sufficient staff resources and capability to perform the work contained within this Request for Proposal.

PROPOSER: Dennis Janda, Inc
(Consultant Name)

ADDRESS: 42164 Remington Ave, Temecula, CA 92590

TELEPHONE NUMBER: 951-699-8874

PRINT NAME: DENNIS W JANDA

SIGNATURE: Dennis W Janda

TITLE: PRESIDENT DATE: 15 MARCH 2022

PRINT NAME: Patricia Janda

SIGNATURE:

TITLE: V. President DATE: 3/15/22

SIGNING INSTRUCTIONS TO THE CONSULTANT

This Proposal must have a valid signature above and be delivered as required or it will be considered non-responsive (CCP 1933).

Proposer's Signature Page to be accompanied by notary certificates attached following this page. Note the description of the document on the notary certificate and attach notary certificates immediately following this page.

General Partners must sign on behalf of the partnership.

In the event that the consulting firm is a corporation, two (2) corporate officers having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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 Riverside.)

On March 15, 2022, before me, Jodi Silbermann,
(insert name and title of the officer)
Notary Public, personally appeared Dennis W. Janda and Patricia Janda,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the attached Proposal for On-Call Land Surveyor Services for the City of Jurupa Valley 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 _____

NRO1 JODI SILBERMANN
COMM. #2252787
Notary Public - California
Riverside County
My Comm. Expires Aug. 5, 2022 NRO1
(Seal)

EXHIBIT B
NON-COLLUSION DECLARATION TO BE
EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:
I am the President of Dennis Janda, Inc., the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

14 MARCH 2022 [date], at Jurupa Valley, California.

Signature: _____

Print Name: Dennis Janda
Title: President

Address: 42164 Remington Avenue, Temecula, California 92590

Telephone No: (951) 699-8874

EXHIBIT C

LIST OF REFERENCES
ON-CALL LAND SURVEYOR SERVICES

PROPOSER: **DENNIS JANDA, INC.**

REFERENCES

Following are the names, addresses and telephone numbers for three (3) public agencies for which PROPOSER has performed similar work within the past two (2) years:

1. City of Jurupa Valley
   Tina York, Development Services Manager
   Email: tyork@hrgreen.com
   (951) 255-3478

Contracted Amt: Contract and Time & Material Costs (2 yrs) $184,000
Type of Work: Land Surveying Services
Date Completed: On going services

2. City of Menifee
   Nicolas Fidler, Director of Public Works
   Email: nfidler@cityofmenifee.us
   (951) 723-3703

Contracted Amt: Contract and Time & Material Costs (2 yrs) $295,000
Type of Work: Land Surveying Services
Date Completed: On going services

3. City of Lake Elsinore
   Jason Simpson
   Email: jsimpson@lake-elsinore.org
   (951) 674-3124 x204

Contracted Amt: Contract and Time & Material Costs (2 yrs) $48,000
Type of Work: Land Surveying Services
Date Completed: On going services

EXHIBIT D

REQUIRED SUBCONSULTANT INFORMATION

NAME:
Vertical Mapping, Inc.

TELEPHONE:
(775) 737-4343

ADDRESS:
1610 Montclair Avenue, Suite D
Reno, NV 89509

LICENSE NO. AND CLASSIFICATION:
N/A

DESCRIPTION OF WORK CONTRACTED:
Provides Aerial and Photogrammetry
Services under my direction and license

STATE OF CALIFORNIA
DEPARTMENT OF
Consumer Affairs

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

THIS IS TO CERTIFY THAT PURSUANT
TO THE PROVISIONS OF CHAPTER 15, DIVISION 3 OF THE BUSINESS AND PROFESSIONS CODE

Dennis Wayne Janda

IS DULY LICENSED AS A

Professional Land Surveyor

IN THE STATE OF CALIFORNIA, AND IS ENTITLED TO ALL THE RIGHTS AND
PRIVILEGES CONFERRED IN SAID CODE

WITNESS OUR HAND AND SEAL

CERTIFICATE NO. 6359

THIS 15th DAY OF June 1990

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

EXECUTIVE OFFICER

PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

OIL-37 (REV. 1-87)

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS

PROFESSIONAL LAND SURVEYOR
DENNIS WAYNE JANDA
L 6359

2535 Capitol Oaks Drive, Suite 300, Sacramento, CA 95833-2944
Telephone Number: 916-263-2222
www.bpelsg.ca.gov

DENNJAN-01 VSICCION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

CONTACT NAME: Angelica Barnett
PHONE (A/C, No, Ext): (951) 284-4860 FAX (A/C, No):
E-MAIL ADDRESS: abarnett@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance	39993
INSURER B : California Automobile Insurance Co	38342
INSURER C : Ohio Security Insurance Company Inc.	24082
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dennis Janda Inc.
42164 Remington Avenue
Temecula, CA 92590

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		103 GL 0025844-03	9/28/2021	9/28/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		BA040000055531	11/8/2021	11/8/2022	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N	N / A		XWS56173896	7/3/2021	7/3/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent Consultants in the role City officials are included as Additional Insured in regards to General Liability and Commercial Auto per written contract. Per Project Aggregate applies.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DENNIS JANDA, PRESIDENT

Project Role: Principal Surveyor and Project Manager
Task to include not limited to:
Project management and review of all projects. Coordination with City Staff.

Affiliation:
P.L.S. # 6359, State of California
C.L.S.A. Corporate Member
ACSM Member

Certificates:
Certificate in GPS Survey
Certificate in AutoCAD
Certificate in ESRI Software

Education:
Fort Sill Oklahoma USMC - Advance Survey Training
Palomar College – Survey Program
1981-1984 UCR, G.I.S. Certificate Program
UCR GPS Certificate Program

Experience:
Mr. Janda offers 43 years of experience in the Land Surveying and Mapping profession beginning with his Military surveying in the USMC 11TH Marines. Mr. Janda's expertise in managing survey and mapping projects in Southwest Riverside County began in 1984 for a large Temecula Engineering firm.

Mr. Janda's overall experience with project research, map/exhibit production, boundary surveys, route surveys, engineering surveys, topographic/photogrammetric control surveys and construction staking is quite extensive. His experience also includes Public Works projects for agencies and municipalities providing map review and checks for processing in adherence to owner's standards and specifications and to the Subdivision Map Act along with the production of legal and plats for Dedications, Deeds, etc. He was also the Project Surveyor for many mapping, design/route surveys and construction surveys for Public Work projects throughout California including the City of Menifee since February 2010.

Mr. Janda also has a vast experience in public and private presentations of projects to City Councils, Community Groups, County Board of Supervisors, and Local Agency Formation Committees.

TRICIA JANDA, VICE PRESIDENT

Project Role: Project Manager / Assistant Surveyor
Task to include not limited to:
Project management, plan reviews, preparation of maps, exhibits and legal descriptions together with research for survey and mapping related records.

Affiliation:
C.L.S.A. Corporate Member
ACSM – American Congress of Surveying and Mapping

Certificates:
AutoCad Certificate
NGS Precise Digital Leveling Certificate

Education:
Westech College – G.I.S. & Geo Spatial Analysis & AutoCAD
Palomar College – Survey Program
NGS Precise Digital Leveling
Mt. San Jacinto Geography & Geographic Information Systems

Experience:
Ms. Janda has 23 years of field and office experience together with formal G.I.S., AutoCAD, ArcView and surveying education through UCR., Palomar, NGS and Westech Colleges. Ms. Janda has worked with survey field crews and as an office survey technician and field coordinator. As field crew coordinator, Ms. Janda is knowledgeable with construction calculations along with field note reductions. She is also experienced with map preparation such as map check, closure reports, A.L.T.A.'s, legal description and plats and topographic surveys. Ms. Janda has also acquired experience in a several tasks associated with G.I.S. and mapping with several Dennis Janda, Inc. projects.

Ms. Janda has worked as a G.I.S. Technician and data capture techniques for the Otay Water District project. Responsibilities for the Otay Water District project included but not limited to mapping research, and precise electronic reproductions of land parcels using record maps or assessors parcel maps. These parcels were then combined to create the overall parcel base map now used at Otay Water District. Ms. Janda has also assisted in the production of the utility layers. All utilities were constructed from scanned plans inserted into the base map and then rectified to GPS survey positions.

Ms. Janda has had training on Arc/Info 10.x, ArcView 10.x, ArcGIS Server 10.x, AutoCad and Land Desktop/Civil 3D, Microsoft access software and additional custom computer applications designed to enhance the building of information databases.

VERTICAL MAPPING RESOURCES
an evolution in land information

March 14, 2022

City of Jurupa Valley

Re: On-Call Land Survey Services

Hello:

Vertical Mapping Resources appreciates the opportunity to offer our professional aerial mapping services, and we look forward to bringing our expertise to this on-call contract. This submittal document focuses on our firm's qualifications and experience and includes all required information or identifies separate attachments provided.

We understand the nature and scope of services requested. During our twenty years in business, we have developed the workflow and skillset to efficiently perform the work required. The majority of our work has involved projects across all of California and Arizona, and we have worked with Dennis Janda on over 100 projects. In fact, we have delivered over 3,400 projects that required the same or similar products requested by the City of Jurupa Valley.

I am our main point of contact and I'm happy to answer any questions you may have. I can be reached through my contact information below.

Respectfully,

Andrew Babian
President

Vertical Mapping Resources
1610 Montclair Ave, Suite D
Reno, NV 89509

Phone: (775) 737-4343
Email: ababian@verticalmapping.com
Website: www.verticalmapping.com

VERTICAL MAPPING RESOURCES

an evolution in land information

Firm Name	Vertical Mapping Resources
Key Contact(s)	Andrew Babian, President Bret Okraski, Vice President
Address	1610 Montclair Avenue, Suite D Reno, NV 89509
Phone	(775) 737-4343
Website	www.verticalmapping.com
FEIN	36-0606983

Company Biography

Vertical Mapping Resources strives to be a premier resource for mapping solutions, geospatial information, and related consulting services. Collectively, we honor the responsibility of maintaining the high standards for data accuracy within our industry, as we help our communities design, develop, and prosper. We strive to provide value for our clients by offering the highest quality, cost-effective solutions, and client service

Our Company

Vertical Mapping Resources operates from multiple US offices. We enjoy working one-on-one with our clients to build a strong, long-term relationship. Client service, innovation, professionalism, and integrity are fundamental to our company values. Our company is committed to technical innovation coupled with an enthusiasm for what we do. We pride ourselves on our technical expertise, excellent client service, and attention to detail and accuracy standards. Our dedication to staying at the forefront of technology allows us to offer cost effective mapping data, with quick project schedules, in virtually any CAD format. We retain current licenses of all major CAD packages, including AutoCAD, MicroStation and ArcGIS.

Our Standards & Dedication

At Vertical Mapping Resources we implement quality control procedures at every phase of the mapping process from design through completion. This ensures that our digital mapping and orthophotography products exceed the standards set by the American Society for Photogrammetry and Remote Sensing (ASPRS), as well as the Federal Geographic Data Committee's (FGDC) National Standards for Spatial Data Accuracy (NSSDA). In addition, Vertical Mapping Resources maintains a dedicated and capable staff that includes Certified Photogrammetrists (CP), Certified GIS Professionals (GISP), an Arizona & California State Licensed Land Surveyor, Project Managers, and Aerial Mapping CAD Technicians, all committed to ensuring that our mapping products meet both photogrammetric and geodetic accuracies. This is a key element within our firm and the overall mapping standards that we offer our clients.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Rates shall remain in effect through the initial three year term. Consultant's rate sheet attached.

DENNIS JANDA, INCORPORATED
MAPPING/SURVEYING SERVICES
GIS CONSULTING

42164 REMINGTON AVE.
TEMECULA, CA 92590
Ph: (951) 699-8874 Fax: (951) 699-8568
E-Mail: dennisj@pmcmap.com

On Call Contract
Hourly Rate Schedule as of March 2022 to January 2023**

Surveying / Services Fees

TITLE	RATE
Principal Surveyor	$ 135.00 HR
Assistant Surveyor	$ 110.00 HR
One Man Survey Crew	$ 150.00 HR
Two Man Survey Crew	$ 210.00 HR

PUBLIC WORKS CONSTRUCTION RATE:

One Man Survey Crew Prevailing wage	$ 230.00 HR **
Two Man Survey Crew Prevailing wage	$ 395.00 HR **

Prevailing Construction Rates

**Prevailing wage is based on current determinations from the "Director of Industrial Relations" and may increase with the predetermined increase.

If there are any questions, please call me at (951) 699-8874 or by
Email: dennisj@pmcmap.com .

RETURN TO AGENDA

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**

SUBJECT: **AGENDA ITEM NO. 11.J**

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND PATH OF LIFE MINISTRIES, INC. FOR ADMINISTRATION OF THE CRISIS STABILIZATION HOUSING PROGRAM

RECOMMENDATION

1) That the City Council approve the Agreement by and between the City of Jurupa Valley and Path of Life Ministries, Inc. for administration of the Crisis Stabilization Units for an amount not to exceed $200,000.00, and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

On June 4, 2020, the City Council adopted the amended 2019-20 Community Development Block Grant (CDBG) Annual Action Plan. This amendment budgeted the City's first allocation of the Coronavirus funding that was distributed through the CDBG program (CDBG-CV) from the Federal government.

Pursuant to Section 2.36 of the Jurupa Valley Municipal Code, the Community Development Advisory Committee (CDAC) is tasked by the City Council to vet the merits of each public service grant proposal received. Ultimately, the CDAC must provide a recommendation based on their deliberation to the City Council for final review.

The CDAC met on June 8, 2020 to discuss the merits of each public service grant proposal received. The CDAC recommended a CDBG-CV proposal from Path of Life Ministries, Inc. (POL) to provide Crisis Stabilization Units for previously unhoused individuals.

Path of Life Ministries CDBG-CV Crisis Stabilization Units Proposal ($255,500.00)

On July 2, 2020, the City Council approved the recommendation by the CDAC, funding the POL CDBG-CV Crisis Stabilization Units proposal in the amount of $255,500.00. POL's Crisis Stabilization Units augment their existing emergency shelter, outreach, and homelessness prevention contract with the City. In addition to the four shelter beds reserved each night for Jurupa Valley residents, these units allow families to remain together or allow at-risk or individuals with special needs to have a space for up to 90 days. POL's proposal included the procurement of two apartment units within the City to be managed as emergency housing. Despite being physically separated from the Riverside group shelter, individuals and families that occupy these apartment units receive the same services that the main shelter provides, such as meals, case management, job placement services, etc. In addition to Jurupa Valley, this Crisis Stabilization Unit model has been utilized successfully by the Coachella Valley Association of Governments and other cities in the Inland Empire.

Path of Life secured lease agreements for two residential units and operated both of those units. Homeless individuals and families were housed in the units and remained sheltered for up to 90 days. POL was the master leaseholder of each property and financially responsible for all "wear and tear" that occurred in each unit.

ANALYSIS

This Crisis Stabilization Unit Program has been greatly successful since July 2020; twenty-two (22) individuals have been served in the units for a total of 2,367 overnight stays.

Below is a chart that depicts the success from July 2020-June 2022:

July 2020-June 2022

Clients Served	Housed at Exit	Employed at Exit	Income at Exit	Mainstream Benefits at Exit	CA ID & SS Card at Exit
22	10 (45%)	9 (41%)	15 (68%)	15 (68%)	18 (82%)

After two years of success with these units, the Covid-19 CDBG-CV funding has now been exhausted and additional funding is necessary to continue to the program.

On August 18, 2022 the City Council adopted the City's American Rescue Plan Act (ARPA) Expenditure Plan, which includes $200,000 for the continuation of the Crisis Stabilization Units Program. With this funding, POL will continue to operate these units

for approximately two additional years. This appropriation meets ARPA Expenditure Objectives by funding a project specifically listed as an eligible expenditure under ARPA guidelines, will be expended well before the December 2026 deadline, meets an unmet need in the community and utilizes existing administrative infrastructure.

FINANCIAL IMPACT

Funding for this program, in the amount of $200,000, was included in the City's ARPA Expenditure Plan that was adopted by the City Council on August 18, 2022. If approved, funding will be appropriated from Federal ARPA Funds Account 2520.

ALTERNATIVES

1. Do not approve the Agreement by and between the City of Jurupa Valley and Path of Life Ministries, Inc. for Administration of the Crisis Stabilization Units.

2. Provide alternate direction to Staff.

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

Prepared by:

Amy Sells
Principal Management Analyst

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

Connie Cardenas
Administrative Services Director

Reviewed by:

Michael Flad
Assistant City Manager

Approved as to form:

Peter M. Thorson
City Attorney

Attachments:

A) Agreement by and between the City of Jurupa Valley and Path of Life Ministries, Inc. for administration of the Crisis Stabilization Units
B) City of Jurupa Valley ARPA Expenditure Plan

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND PATH OF LIFE MINISTRIES FOR ADMINISTRATION OF THE CRISIS STABILIZATION UNITS

THIS AGREEMENT is made and effective as of September 1, 2022, between the City of Jurupa Valley ("City") and Path of Life Ministries, a California non-profit 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 September 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 August 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** ("Services"), attached hereto and incorporated herein as though set forth in full.

3. Performance

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

4. Payment

A. The City agrees to cause Consultant to be paid Two Hundred Thousand dollars ($200,000.00) for the total term of the Agreement, unless additional payment is approved as provided in this Agreement.

B. Consultant shall submit required American Recovery Plan Act documentation once per month to City. Ten percent is allowed for administration of the program. 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.

C. 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.

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. <u>Default of Consultant</u>

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. <u>Ownership and Maintenance of Documents</u>

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.

8. Indemnification.

Consultant shall defend, hold harmless and indemnify the 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, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter), 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 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

9. 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.

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.

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 provide for other forms of insurance as may be necessary to enable the City to receive adequate insurance protection as contemplated in this section.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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:	Path of Life Ministries P.O. Box 1445 Riverside, CA 92502

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.

15. Exhibits

The following exhibits attached hereto are incorporated herein to this Agreement by this reference as though set forth in full:

Exhibit "A" - Scope of Services

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

PATH OF LIFE MINISTRIES, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

2022-2024

1. CRISIS STABILIZATION HOUSING

POLM will provide Crisis Stabilization Housing (CSH) in two (2) master-leased apartment units located in Jurupa Valley. POLM uses these units as temporary housing (up to 90 days) for homeless individuals and families.

It is projected that a minimum of eight (8) households and/or 12 individuals will be served and a minimum of 1,600 bed nights (overnight stays) will be provided in these units annually.

2. CASE MANAGEMENT

Case management will be provided weekly as scheduled. Case management will include working with households to identify needs, resources, opportunities, and next steps through development of a Housing Stability Plan.

Case management support will include securing essential documents (ID, Social Security cards, birth certificates) housing location assistance for the household's next housing situation, connection with resources and benefits, and referrals for behavioral health resources.

Approved by City Council August 18, 2022
American Recovery Expenditure Plan

Roadway Deferred Maintenance & Infrastructure Deficit Improvement Program	**$20 Mil**
• Street, Curb and Gutter and Sidewalk Improvements	
• City Wide ADA Assessment	
Broadband Matching Funds	**$2.5 Mil**
City Facility Pathogen Prevention Improvements	**$2.8 Mil**
• HVAC Replacement (HEPA+Germicidal)	
• Sanitary Touch Free Restrooms	
• Emergency Back-up Power	
• Energy Saving upgrades	
• Contactless Service Delivery Infrastructure	
Housing Crisis Mitigation	**$1.2 Mil**
• Affordable Housing Assistance	
• Services for Unhoused Persons	
• Crisis Stabilization Units	
Direct Resident Assistance	**$1 Mil**
• Jurupa Community Services District-Rate Payback/Assistance Program	
• Rubidoux Community Services District-Rate Payback/Assistance Program	
Local Economic Assistance Program (LEAP)-Assistance to Businesses	**$0.5 Mil**
• Revenue Replacement	
• Job Retention	
• Job Creation	
Total	**$28.0 Mil**

RETURN TO AGENDA

STAFF REPORT

DATE : **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**

SUBJECT: **AGENDA ITEM NO. 11.K**

APPROVAL OF CONSULTANT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND B&A PROFESSIONAL GRANT CONSULTING FOR GRANT WRITING SERVICES

RECOMMENDATION

1) That the City Council approve the Agreement between the City of Jurupa Valley and B&A Professional Grant Consulting for grant writing services and authorize the City Manager to execute the Agreement.

BACKGROUND

During the budget process, City staff identified the need for a grant writing service to assist with research and development for grant obtainment in the upcoming fiscal year. Council approved a budget of $70,000 for this purpose and directed staff to move forward with hiring a consultant as soon as possible.

Assistant City Manager Michael Flad and Amy Sells, Principal Management Analyst met with staff from B&A Consultants (B&A) to discuss funding opportunities and their grant writing services. This included a discussion about the services they provide for research and development, grant writing, project management, communication, and accountability for budgetary and grant reporting guidelines including a budget proposal.

The discussion included City staff's request to learn about project types and/or specific projects the City would be eligible to apply for, context and procedures applied both during and after the application services and what the cost would be for these services. The fact that the City meets the criteria of a "Disadvantaged Community" opens the scope of projects considerably and allows for addressing a wide array of opportunities and data analytics for planning and execution of future grant options.

ANALYSIS

In the report that B&A presented, they provided a comprehensive document summarizing the topics discussed in the meeting and incorporating an analysis of the four categories they identified with an emphasis on the state's demand to address the needs of a DAC by priority as follows: Public Works/Community Development, Code Enforcement, Economic Development and District/County Partnerships.

B&A provides services on a customized basis tailored specifically to meet the needs of the client and allows the City to pay for desired services as requested and upon completion of the work performed. This allows for much flexibility and support both during the research and development stage and into the grant writing, management, and reporting phases of the grant projects. They currently serve over 25 cities and represent clients from all phases of government with many successful projects awarded and managed. They also come highly recommended with excellent references.

Per Section 3.15.100 of the Jurupa Valley Municipal Code, professional services are defined as services provided by any specially trained and experienced person or firm in areas such as accounting, engineering, finance, and planning. Agreements for professional services are awarded by the City Council on the basis of the demonstrated competence, qualifications, and on the fairness and reasonableness of the cost of services to the City, and shall not be awarded solely on the basis of cost.

The City did contact several other firms with expertise in grant writing and these types of service. Of these firms, we received one proposal and while closely matching in services, upon review, City staff felt that B&A met the criteria, experience, and budgetary specifics and flexibility for the type of services needed at this time

FINANCIAL IMPACT

The Agreement calls for a not-to-exceed amount of $70,000 for grant writing services allowing for a minimum of 3 - 6 grants during the contract period. B&A custom tailors their billing to meet the specific needs of the City allowing for payment only for the desired services as requested.

ALTERNATIVES

1. Do not approve the Agreement between the City and B&A Associates
2. Provide alternative direction to staff.

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

Prepared by:

Terri Rollings
Assistant to the CM/PIO

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

Connie Cardenas
Director of Administrative Services

Reviewed by:

Michael Flad
Assistant City Manager

Approved as to form:

Peter M. Thorson
City Attorney

Attachments:

1. Professional Service Agreement between the City and B&A Grant Services
2. Jurupa Valley Needs Assessment and Grant Forecast Report

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND B&A GRANT SERVICES & SOFTWARE FOR GRANT SERVICES

THIS AGREEMENT is made and effective as of September 1, 2022, between the City of Jurupa Valley ("City") and B&A Grant Services & Software ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on September 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 September 1, 2023, 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 for services in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, 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 seventy thousand dollars ($70,000.00) 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 (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. 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 o 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.

8. <u>Indemnification.</u>

Consultant shall defend, hold harmless and indemnify the 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, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter), 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 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

9. <u>Insurance Requirements.</u>

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) <u>Minimum Scope of Insurance</u>. 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) 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.

c) 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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
Jurupa Valley, CA 92509
Attention: City Manager

To Consultant: B&A Grant Services & Software
2807 Allen St., Suite 2050
Dallas, TX 75204

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

_____
Rod B. Butler
City Manager

ATTEST:

_____
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

_____
Peter M. Thorson
City Attorney

B&A GRANT SERVICES & SOFTWARE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

QUOTATION FOR SERVICE

2807 Allen Street
Suite 2050
Dallas, TX 75204
P (949) 589-6338
www.blaisassoc.com

August 10, 2022

Ms. Terri Rollings
Assistant to the City Manager/PIO
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

Subject: B&A Proposal to the City of Jurupa Valley for Grant Services

Dear Ms. Rollings:

Please find our revised letter proposal outlining B&A grant services for your consideration. We provide services on a customized basis, tailored to specifically meet your needs, which means the City will only pay for desired services as requested and as work is performed. Below summarizes the B&A services outlined in this proposal:

- Grant Funding Needs Assessment (update, if desired);
- Grant Research and Support Services, which include Grant Monitoring/Intelligence/Fact Sheet Distribution; Monthly Grant Activity Report (GAR) calls; and grant research consultation;
- Grant Application Development;
- Post-Award Grant Reporting and Management Services; and
- Post-Award Grant Reporting and Management Software.

The City may wish to engage B&A for an update of your 2021 Needs Assessment, Grant Monitoring and Intelligence and Monthly Grant Activity Reports (GARs) as well as other grant research consultation support. Additionally, if desired, the City can request/approve Grant Application Development (grant writing) and Grant Reporting and Management (of awarded grants) on a project-by-project basis. Our services are provided on a fixed-fee not-to-exceed basis, quoted as requested, and are modular to best fit your needs.

We look forward to the opportunity to serve the City of Jurupa Valley with grant services. Our mission is to assist you to bring funding to key projects – to be your most efficient and effective option as a team. Should you have any questions about the proposal, please contact me at (949) 589-6338.

Respectfully yours,

Whitten Guajardo
Operations Manager

Proposal for Professional Grant Services – 12-Month Program

- ***Task 1: Grant Funding Needs Assessment Update (One Time).*** B&A can update the 2021 Grant Funding Needs Assessment, which will refine the strategy for all grant research and grant application development activities in alignment with your objectives. B&A proposes to conduct the Needs Assessment update virtually. Prior to meetings (or calls) with staff, B&A will review key documents including the Client's Capital Improvement Program (CIP), strategic plans, current fiscal year budget, and other relevant items. The purpose of the meeting(s) will be to learn about key needs from staff, and gain insight into new programmatic needs, if applicable. B&A will develop a comprehensive document/report that highlights the projects, goals, and objectives aligned with cyclical and other known grant programs. Included in the Needs Assessment will be a grants forecast/schedule noting general time frames in which key granting agencies issue solicitations. The Needs Assessment will enable the Client to budget potential match funding with the schedule of grant programs. This Needs Assessment document provides critical context in support of grant research consultation requests, which enables effective and targeted grant applications for Clients.

- ***Task 2: Grant Research and Support Services (Ongoing):*** B&A can also provide grant intelligence and monitoring services for all applicable federal, state, regional, and foundation (project specific) grant funding opportunities and we will alert staff when an announcement is released. This effort includes notification of open grant solicitations utilizing our proprietary Fact Sheets. B&A will also maintain a Grant Activity Report (GAR) and organize monthly grant coordination conference calls. The GAR ensures that all are aware of the specifics of each prospective grant program. B&A can also provide key decision-making guidance regarding the "go" or "no-go" determinations on specific grant programs, as well as respond to various questions from staff. Direct consultation time with B&A supports your ability to achieve a high return on investment for grant program efforts.

- ***Task 3: Grant Application Development (Quoted Upon Request).*** Grant application development activity levels are based on the availability of applicable grant programs, status, and availability of competitive projects for those programs, and independent determination of the grant agencies. The following budget estimate is based on our overall experience and understanding of your needs. B&A will submit grant applications in a timely manner and in accordance with all program guidelines. B&A recommends an annual budget for grant application development to fully complete three (3) mid-complexity applications. *B&A will only charge as grant writing projects are requested and approved to proceed.*

- ***Task 4: Grant Reporting and Management Services (Quoted Upon Request).*** B&A has a dedicated and experienced grant management team standing ready to administer all requirements and deadlines for any grants that you have been awarded. A scope of work is defined, and an estimate is provided and reviewed before receiving authorization to proceed. B&A reviews the draft grant contract/agreement to ensure it aligns with the grant application (no major deviations in scope of work, schedule, and budget) and helps identify rules and regulations that may warrant increased attention and focus. B&A proactively ensures the grant agreement is successfully executed on-time, that you can successfully administer and utilize a grant (given the conditions and requirements of the award), and the agreement correctly articulates the scope of work, budget, and schedule. *B&A will only charge as grant management projects are requested and approved to proceed.*

- ***Task 5: Grant and Project Management Software (Quoted Upon Request).*** B&A developed a proprietary grant and project management software system to significantly improve and make more efficient the entire project management, coordination, reporting, and administration process from beginning-to-closeout of managing the full life of a grant award. This allows our clients the option to manage your own grants in a more efficient manner or to collaboratively work with B&A as desired on awarded grants. Please see www.bgapstech.com or **request a demo to discuss your needs and how BGAPS can help**. ***B&A will offer a FREE 6-month trial period (with a small fee to upload up to three current grant agreements).***

Schedule of Estimated Fees – 12-Month Program

Task	Description	Frequency	Estimated Total Cost
Task 1: Grant Funding Needs Analysis	Review CIP and 5-Year Plan; Interview City Department(s) for project funding needs; Research and identify project elements; Align with known grant opportunities; Develop summary table and schedule.	(Optional)	$0
Task 2a: Grant Monitoring, Intelligence, Fact Sheets, and Grant Activity Reports	Monitor/send targeted grant opportunities (based on Task 1) using our proprietary and proactive grant research methodologies; Develop summaries; Pros/cons; Attend workshops/ webinars; Develop Monthly Grant Activity Reports (GARs); Monthly calls to review opportunities and grants in-progress.	Per Year ($1,680/mo)	$20,160
Task 2b: On-Call Grant Research Requests	Go/no-go consultation; Liaison with funding agencies; Participate in coordination calls with client; Develop Year-End Grant Roll-Up Reports.	Per Year ($960/mo)	$11,520
Task 3: Grant Proposal Development	Full turnkey grant writing development to include submission (cost will vary by application complexity). This budget estimates 3-6 proposals each year.	(Optional) Quoted upon request.*	$38,320
Task 4: Grant Reporting & Mgmt. Services	Grant Reporting and Management Services.	(Optional) Quoted upon Request.**	TBD
Task 5: Grant Reporting & Mgmt. Services	B&A BGAPS Grant and Project Management Software	(Optional) Quoted upon Request.***	TBD
		Totals	**$70,000**

**All grant proposal development projects are quoted upon request based on specific project requirements (costs typically range between $5,000 - $18,000 per grant application). Budget optional.*

***All grant reporting and management projects are quoted upon request based on specific project requirements. Budget optional.*

****BGAPS Grant and Project Management Software quoted upon request. Budget optional.*

Standard Fee Schedule – Calendar Year 2022

Description	Fee
Professional Services	Fixed Fee
External Consultants (e.g., BCA analysis)	Cost – no markup
Mileage	Prevailing standard IRS rate
Travel (tolls, taxi, airfare, hotel)	Cost – no markup
Printing, Copying, Binding, etc.	Cost – no markup
Shipping, Express Mail, or Courier	Cost – no markup

B&A performs work on a fixed fee basis. Each project is independently and carefully analyzed to determine a projected Scope of Work. B&A then provides a Fixed Fee quote for client review and approval prior to beginning work. Any additional one-off requests or activities that fall outside of the Scope of Work are performed and billed at one unified all-staff billing rate of $120 per hour.

This streamlined approach enables B&A to serve as a good steward of the City's capital resources and be the most efficient and effective grant services provider possible. B&A reserves the right to adjust rates annually to align with the cost of doing business.

Our proposed rates shall remain firm for a period of 90 calendar days from the date of submission of this fee schedule. Invoices are provided monthly, payable within 30 days after receipt.

B&A actively integrates the following "cost saving" practices into its operational procedures:

- B&A utilizes company discounted commercially available printing services (e.g., Staples), as needed, for bulk printing, copying, and binding support, which significantly reduces required direct costs.
- B&A utilizes company discounted commercially available shipping and delivery services (e.g., FedEx, UPS, or USPS), as needed, for delivery of hard copy materials, which significantly reduces required direct costs.
- B&A provides clear itemized invoices and can, at your request, provide receipts for all direct expenses.

B&A OVERVIEW – METHODOLOGY AND APPROACH

Figure 1: B&A Complete Grant Program Lifecycle

Figure 1 represents the B&A Complete Grant Program Lifecycle, specifically identifying the phases, specific needs, and how B&A's services enable our Clients to optimize and maximize your grant program success over the long term. B&A's capabilities grew organically from the natural needs of our select clients.

GRANT FUNDING NEEDS ASSESSMENT

B&A recommends the one-time (non-recurring) update of the existing Grant Needs Assessment/Grant Strategy document from 2021, which will guide all future grant research and development activities. Prior to virtual meetings (or calls) with staff, B&A will review key documents including the Client's Capital Improvement Program (CIP), strategic plans, current fiscal year budget, and other relevant items. The purpose of the meeting(s) will be to learn about key needs from staff, gain insight into new programmatic needs, and tour project site areas, if applicable. B&A will develop a comprehensive document/report that highlights the projects, goals, and objectives aligned with cyclical and other known grant programs. Included in the Needs Assessment will be a grants forecast/schedule noting general time frames in which key granting agencies issue solicitations. The Needs Assessment will enable the Client to budget potential match funding with the schedule of grant programs. This Needs Assessment document provides critical context in support of grant research consultation requests, which enables effective and targeted grant applications for Clients.

GRANT RESEARCH – GRANT MONITORING/INTELLIGENCE

Actively Identify Grant Resources. B&A researches, tracks, and identifies grant opportunities utilizing a systematic, daily process to find grant solicitations at the federal, state, regional, and local level. The research team in turn develops a **Fact Sheet** and attends workshops or webinars. The Fact Sheet routinely provides the name of the funding agency, level of funding available, historic average awards for the program, due dates, eligible and ineligible projects or activities, program summary, and other critical details. In addition, our membership in the League of California Cities provides us with up-to-date knowledge regarding issues facing local and regional government agencies. B&A monitors propositions and legislative activities to understand the potential impact on our clients and grant programs. Our two primary research team members have each been with B&A for over 12 years and have honed the research system to be efficient and thorough. B&A uses the following methods to keep informed on current opportunities and to search for specific grants: ***Grant Calendar.*** One of B&A's strengths is our understanding of federal, state, and regional grant programs and their funding cycles. Most grant programs are cyclical. At a glance, we can match your needs with the grant calendar to ensure we take advantage of the more common annual programs. ***Federal Funding.*** B&A monitors the federal government's web portal daily for grant announcements. The portal lists every grant announcement issued by federal agencies. ***State Funding.*** B&A maintains a comprehensive list of all state agencies and their grant portals. Daily, the sites are monitored for new grant notices. B&A also stays current on bond measures or propositions that are passed through the general election process. The funding provided by bond measures are summarized and will be communicated so projects can be

identified and positioned as early as possible. ***Foundation Funding.*** B&A receives the "RFP Bulletin" weekly via electronic mail from the Foundation Center, which is the recognized portal for all foundation and not-for-profit funding nationwide. ***Local Funding.*** There are several regional agencies and planning organizations that have funding programs. These opportunities are tracked as well.

Pro-Rata Share for Grant Research, Monitoring, and Intelligence. B&A provides proactive grant notifications as part of our pro-rata Grant Research, Monitoring, and Intelligence service. Should the Client utilize our grant research services, the Client will receive the benefit of early notification of open solicitations that meet the Client's needs. This is a tangible advantage compared to agencies that are doing the research on their own. Another key benefit of B&A's approach is that the Client will share the cost of research with all other full-service B&A clients. This means that the Client will only pay for a percentage of total research time.

GRANT RESEARCH – MONTHLY GRANT ACTIVITY REPORT (GAR)

B&A recommends a regular (usually monthly) Grant Activity Report (GAR) conference call with key Client staff. This standing conference call (typically 30 minutes) allows your Lead Associate to discuss open and active grant opportunities and potential projects. The GAR will identify all grants in the development process, those that have been submitted, grant awards, denied grants, and any special services provided.

Annual Roll-up Report with Return on Investment (ROI): B&A provides an executive level annual Grant Roll-up Report designed to give Client staff updates about the grant program accomplishments and Return on Investment (ROI), as applicable.

GRANT RESEARCH –GRANT RESEARCH CONSULTATION

At any time during our contract, the Client can request the Grant Research team to perform grant research consultation to investigate a specific grant program by contacting the Lead Associate and submitting a request. Internally, we coordinate to ensure that the research is conducted in a responsive, thorough, and timely fashion. This research may include contact with the funding agency to develop intelligence on the goals and objectives of the program or measure the agency's interest in funding the project as contemplated or proposed by the Client. This is particularly valuable to the Client to evaluate a proposed project that does not initially appear to be eligible or competitive for the program. Our extensive list of contacts within grant funding agencies enables the B&A research team to gather useful information and actionable guidance for the team.

GRANT APPLICATION DEVELOPMENT

Our track record of clients winning between 60 to 80 percent of grant applications submitted in any given year proves our uniqueness within the field of professional grant writing over the long term. Our knowledge and experience with grant programs, daily research activities, and assistance with the "go" or "no go" decision-making process ensures that we are aware and knowledgeable of the programs and projects that granting agencies seek to fund. Our services are designed to ensure the Client maintains situational awareness of potential grants that support their specific needs, provide programs and services that utilize grant funds, and ensure proper grant administration, reporting and close-out administration for awarded grants. All B&A-written applications are custom developed, with detailed and tailored narrative sections, graphics, photos, and artwork. Unlike competitors' processes, we do not employ cut-and-paste procedures, look-alike templates, or factory-style application approaches. The following summarizes B&A's systematic grant writing process:

Over the past 20 years, B&A has written over 1,200 grant proposals worth $2 billion in grant value.

- Once the client has decided to pursue a grant, B&A carefully reviews the guidelines and develops a fixed-fee not-to-exceed (NTE) quote proposal outlining the estimated costs for B&A to assist the Client. This activity typically takes between one and three days to provide the Client with a detailed quote. Upon Client approval, B&A schedules all meetings, assembles stakeholders, and obtains relevant information from multiple stakeholders (via emails, phone calls, or virtual meetings) to develop targeted, effective grant proposal submissions. Throughout the grant proposal development process, B&A ensures that all required components of a proposal are included in the application for submission, ensuring adherence to grant evaluation criteria.

- Based on the due date and proposal requirements, B&A develops an overall grant outline, called a Timeline and Checklist (T&C), which identifies a list of tasks to be accomplished, milestone dates to be met, and who will be responsible. B&A works with Client staff and team to determine writing assignments, including an estimate of how much Client staff time will be needed at the beginning of each project. This includes identifying who is responsible for completing the tasks and the dates tasks are to be completed. B&A strives to complete as much of the application independently as possible. B&A provides the leadership for the coordination of any necessary meetings, conference calls, or discussions.

A grant Timeline & Checklist is a B&A Best Practice that guides the entire grant writing application process.

- B&A develops an application outline that includes the narrative questions from the grant that need answering. B&A's associates are skilled in developing narrative with compelling arguments, in active voice, and within any character limitations. Using this outline, B&A conducts a kick-off conference call discussing the grant program, the T&C, and application.

- Beginning with long-lead tasks, the B&A team researches necessary information, meets with appropriate staff, stakeholders, and consultants, and develops proposal language, including the scope of work, budget, timeline, justification, cost-benefit analysis, transmittal cover letter, and completes all necessary federal, state, and local forms, certifications, and assurances. B&A interviews key staff and/or other consultants to capture as much information about the project as possible. As needed, B&A can also develop Staff Reports and Resolutions for Board or Council authorization regarding the submission of the grant proposal and/or local match funding commitment, etc.

- B&A provides budget guidance and justifications in alignment with Client policies and personnel guidelines and in conformance with grant solicitation requirements.

- Concurrently, B&A determines the role of any stakeholders and identifies those stakeholders in coordination with staff and consultants. B&A will work with staff to identify stakeholders for Letters of Support (LOS) and will develop the LOS for distribution. Except for elected officials, B&A will distribute the LOS for signature and will track letters to ensure they are returned. Due to the sensitivity of the political environment, it is best that LOS for elected officials be distributed by Client staff. B&A will assist to the maximum extent practical.

- B&A attends any pre-proposal conferences, etc. hosted by the grant making agency. B&A collects data and photographs as independently as possible from existing resources such as General Plans, California Communities Environmental Health Screening Tool (CalEnviroScreen) and Google Earth, to name a few. All B&A team members are trained in the use of these tools; no outside consultants are required.

- B&A determines if any special graphics, artwork, maps, etc. are needed and incorporates those exhibits into the proposal as soon as possible. B&A generally develops the graphics, maps, and artwork in-house. If specialized GIS maps are required, B&A can subcontract with GIS specialists to perform these tasks; however, most grant applications do not require highly detailed graphics and we have been very successful with our internal map development.

- B&A conducts any greenhouse gas reduction, water savings, energy savings and other calculations, as necessary. B&A staff are trained in the calculation tools accepted by most grant funding agencies including the California Air Resources Board emission reduction and

greenhouse gas reduction tools. B&A maintains relationships with specific technical or engineering firms that can provide access to other modeling tools.

- B&A manages and incorporates all edits to grant proposals to ensure consistency of messaging, integration of grant requirements and succinctness prior to final Client review and submittal to the funding authority. B&A provides draft copies of grant proposals (80 percent and 100 percent) to the Client with an adequate amount of time to allow for feedback and final editing. The policy is to provide at least 72 hours for review time (longer if possible). B&A then reviews and incorporates the edits or discusses any edits that might impact the scoring of the project or exceed proposal limitations. The 80 percent draft is intended to ensure the technical aspects of the proposal are accurate and consistent with the goals of the Client, including the budget. The final (100 percent) draft ensures the Client and B&A are comfortable with the final application and there is an opportunity to interject any of the Client's final adjustments, signatures, and approval to submit.

- If hard copy applications are required for submission, B&A makes all required copies and ensures proper delivery by the due date. Associates have full authority to ensure delivery through any means necessary. If submitting electronic applications via the internet, B&A coordinates any password or authorization requirements as early as necessary to ensure the timely submission of e-grants. B&A has never missed a grant deadline.

B&A has never missed a grant deadline.

- B&A maintains a comprehensive project file – containing all facts, data, statistics, and narrative collected and written as part of assigned projects – throughout the development process, which is provided to Client staff for future use once the grant application is submitted and/or approved. Documents are provided to the client, complete with all research materials and work products. NOTE: B&A does not retain any ownership rights for any work products developed under a contract with a government agency. All original work products are provided to the client via link to our B&A system, Egnyte. All electronic files are in Microsoft Word, Excel, PowerPoint, or other appropriate software.

- In the case that a grant proposal is denied, B&A will coordinate with staff and the granting agency to request a debriefing. Debriefings are extremely valuable because the team can determine why the grant was denied and receive recommendations to strengthen the proposal for the next grant cycle.

While the application is undergoing development, B&A will continually assess and score the project and application against the program requirements to ensure that it remains highly

competitive. As a project, grant writing is unique because there is a hard deadline that must be met. B&A controls the schedule because it is crucial that the application be submitted on time. Our staff is cognizant of the need to deliver the 80 and 100 percent complete drafts on schedule and are given full latitude to ensure delivery of the application. We have had occasions where extreme measures were taken due to failures with FedEx – and the application was still delivered on time.

GRANT REPORTING AND MANAGEMENT SERVICES

B&A stands ready to successfully secure and manage grant funding for the Client. Grant management requests are processed identically to grant writing requests – a scope of work is defined, and an estimate is provided and reviewed before receiving authorization to proceed. The following examples are typical grant reporting and management services for B&A clients:

Grant Compliance and Administration Services. B&A has provided post-award grant management assistance for approximately 80 funding agreements dating back to 2007. These funding agreements range in size from $40,000 to plant trees along a trail to over $72 million to construct a wastewater facility. Our experience with compliance and reporting requirements is also significantly varied and includes a myriad of topics including environmental law (including NEPA), human subject protection, prevailing wage, Buy America, American Iron and Steel, and many others. Each assignment is approached with the same level of enthusiasm and attention because we know your ability to receive future grant awards is dependent on successfully managing and closing out current grant awards with no audit findings.

B&A has provided post-award grant management assistance for approximately 80 funding agreements dating back to 2007.

For new grant awards, B&A reviews the draft grant contract/agreement to ensure it aligns with the grant application (no major deviations in scope of work, schedule, and budget) and helps identify rules and regulations that may be of concern. B&A will work with Client staff and others to liaison with the funding agency (if desired) to negotiate or clarify any ambiguities. B&A staff are experienced in drafting Resolutions that may be required as a condition of receiving an award and can also assist in developing the accompanying staff reports or Board agenda document. The objective is to ensure that a grant agreement is successfully executed on time, that the Client can successfully administer the grant given the conditions of award, and the agreement articulates the scope of work, budget, and schedule correctly.

GRANT REPORTING AND MANAGEMENT SOFTWARE

B&A developed a proprietary and patent-pending grant and project management software system called ***Blais Grant and Project Management Solutions ™ (BGAPS)***, which improves the crucial link between a Program Manager's efforts and the regulatory requirements, reporting, metrics tracking, document control, reimbursement process, and auditing. The software system streamlines the entire grant management and project/program management process. It was developed specifically to meet the needs of program managers, finance, auditing, compliance, and executives. Auditors can also be provided temporary and limited access to all documents needed and available for their review. B&A's proposed team uses BGAPS extensively to develop and manage the program's schedule, compliance requirements, metrics, budget, requests for reimbursements, and document storage/retention, and other items as identified throughout the performance period of the assignment. The BGAPS software-as-a-service (SaaS) system is Cloud-based and built on .Net MVC technology with Azure SQL as the backend and hosted on Microsoft Azure – some of the most trusted tools and names in the software development industry. Documents are protected and stored using Microsoft Azure blob storage. The entire system is built with three levels of redundancy and meets HIPAA security standards.

B&A BEST PRACTICES – QUALITY ASSURANCE STANDARDS

B&A takes pride in being able to say that **we have never missed a deadline** across all grant writing and grant management assignments for over 20 years. We are often asked to provide 3-4-week quick turnarounds on grant writing applications, and we do so by employing our B&A best practices. Our internal tools are required to be used by all associates regardless of how small or large an assignment. In addition, associates are required to host internal check-in meetings with the team leader and identify obstacles that could impact a schedule or budget. If needed, we will augment the team with additional B&A staff to successfully complete an assignment; however, most of the time, that is unnecessary, as we adhere to our B&A quality control policies as follows:

Completion of Projects On-Time and On-Budget. Because B&A provides fixed-fee not-to-exceed quotes for all assignments, staying within the allocated budget is rarely cause for concern for a client. B&A also mandates the use of a Cloud-based file sharing system (Egnyte) to maintain client documents. This creates significant synergy and efficiency internally between B&A associates and externally with our clients. Egnyte can also serve as an FTP site allowing files to be uploaded or downloaded and used as a central filing system during an active assignment.

Managing Schedules, Milestones, and Timelines. All assignments use the B&A Timeline and Checklist (Grant Writing) or BGAPS Project Schedule (Grant Management) structured templates to manage an assigned project. Theses templates are presented at kick-off meetings and are a standing agenda item for check-in calls. These tools include a schedule of milestones and items required from the client to be successful. All assignments include interim check-in calls (both internal and external) as needed from project inception through to final due date or close-out date.

Internal Review Procedures to Ensure Quality. All written materials undergo at least one level of internal/peer review by a senior associate or higher—ideally with expertise in the subject matter. This includes a thorough review of 80 percent draft and 100 percent final documents using B&A's check-off list.

- Drafts shall be provided to clients allowing at least 48-hours for review (longer if possible). All reviews must be performed with hard copies and math computations must be double-checked using a calculator (not Excel). On-screen reviews are not allowed.

- All information obtained from a third party must be sourced as a footnote within any document prepared by B&A. Sources may be removed at the discretion of the client; however, during the 80 percent and 100 percent review process, sources must remain.

- Long lead items receive priority to ensure smooth delivery of documents, requests for reimbursement, quarterly reports, etc. This includes any document that requires Client Council approval, such as Resolutions.

- All online submissions must have portal logins and registrations confirmed at least three weeks prior to due dates, if possible.

- All files should be maintained in Egnyte (no off-line file saving) and follow regimented naming and filing protocols established within the B&A architecture.

- Conference calls, including MS Teams meetings, shall be initiated five minutes prior to the start time to ensure B&A associate(s) are waiting and ready for the call and to attend to any technical difficulties. MS Outlook invitations must be sent to all attendees with clear instructions on how to participate.

- Agendas and meeting notes are required for all formal conference calls. Meeting notes must follow the established B&A format and action items must be communicated to applicable team members (both internal and external) within 24 hours of said call/meeting.

- The quality of the final product (including the use of professional graphic artists) must be balanced with the project type, funding agency perception, and available budget.

- B&A will go to any length within the client's authorization to ensure on-time delivery, to include reprints using third-party sources at the location of the funding agency, and/or ground/air travel.

B&A Professional Grant Consulting

Needs Assessment and Grant Forecast

Jurupa Valley, California

October 2021

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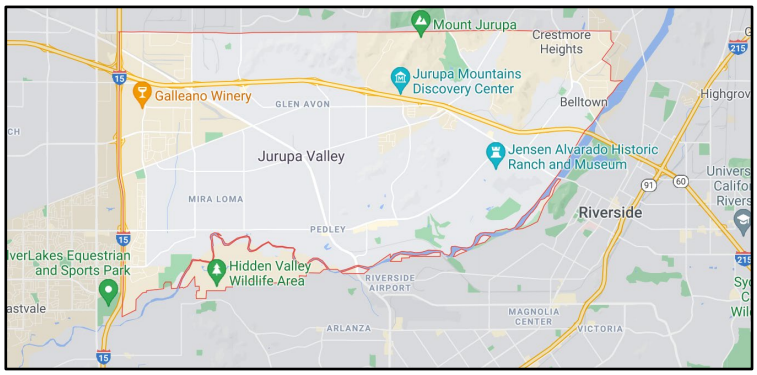
City of Jurupa Valley
Needs Assessment and Grant Forecast

INTRODUCTION

On August 24, 2021, Dawn Olsgaard and Robin Smith (Blais & Associates) held a virtual meeting with Michael Flad, Assistant City Manager and Amy Sells, Principal Management Analyst to discuss project types or specific projects for which the City of Jurupa Valley (City) would like to evaluate and/or pursue grant funding.

The following provides a summary of the City's identified needs and potential grant opportunities that align with these needs. In addition, because there is a growing emphasis on Disadvantaged Communities (DACs) in many of the grant evaluation criteria, a summary of Jurupa Valley's DAC characteristics is also provided to help preposition the City for future opportunities that prioritize DACs.



JURUPA VALLEY IDENTIFIED NEEDS and PROJECTS

The identified City/Department needs captured in notes from the August 24th meeting are summarized in Table 1. The City's current goal is to pursue three grants per year. A priority for the City at this time is roadway infrastructure. The City experiences high traffic volumes and has poor traffic safety records, with multiple pedestrian and bicycle fatalities/injuries experienced yearly (an overview of these incidents is provided on page 10 of the document). This priority and other needs/projects are grouped into four categories: Public Works/Community Development, Code Enforcement, Economic Development, and District/County Partnerships.

TABLE 1 NEEDS and PROJECTS	
Category	**Notes**
PUBLIC WORKS/ COMMUNITY DEVELOPMENT	***Needs:*** Bike and Pedestrian Pathways/Trails Sidewalks/Curbs/Gutters Street Lighting Smart Streets/Complete Streets Traffic Signalization/Synchronization Flood Prevention Infrastructure

TABLE 1 NEEDS and PROJECTS	
Category	**Notes**
	Storm Drains Major Corridor Revitalization/Roadway Infrastructure Electric Charging Stations Smart Trucking Electrifying Truck Routes Slow-Fill CNG Stations Broadband Homeless Food/Shelter/Health/Jobs Connections to the Santa Ana River Trail **Notes:** 1. Extreme lack of sidewalks and lighting. 2. The homeless community is located along the Santa Ana Riverbed, not in the urban core. 3. City fleet has been upgraded recently to CNG. Do not need upgrades at this time, but as City staff grows, there will be a need for new vehicles. 4. Local Drainage/Flood Control Capital Projects to reduce local flooding and road closure incidents are listed as a priority in the Local Hazard Mitigation Plan. 5. Heavy truck traffic exists in the northwest part of the City in the warehouse area and in the vicinity of the Route 60 corridor. 6. Jurupa Valley does not have a local transit provider; not a great need. Transit is operated by Riverside County; Jurupa Valley has a Metrolink Station. 7. The City is part of a collaborative effort with Healthy Jurupa Valley (HJV) and HJV's backbone agency Reach Out. HJV is a non-profit and volunteer agency focused on Arts and Recreation, Community Prosperity, Community Safety and Readiness, Gardens and Markets, and Jurupa Valley Family Resource Network. 8. Past awards for: **Caltrans Active Transportation Program (ATP)** – **1)** ATP Cycle 2 **–** Jurupa Valley High School Safe Routes to School; ***Funding Received:*** $1,252,000 (FY 20216/17 - $177,000; FY 2017/18 - $230,000; FY 2018/19 - $845,000); **2**) 2019 ATP Statewide Component – Jurupa Valley Sunnyslope Area SRTS Sidewalk Gap Closure; ***Funding Received:*** $2,855,000 (FY 20219/20 - $1,000; FY 2020/21 - $388,000; FY 2021/22 - $2,466,000) 9. Past awards for: **Caltrans Highway Safety Improvement Program (HSIP) – 1)** Awarded: HSIP Cycle 7 – Location: Intersections in a 1.41 - mile segment of Pedley Road from Jurupa Road on the north to 60th Street on the south. Description: Add left-turn lanes to 7 unsignalized intersection along Pedley Road and modify storm drain under-crossings by relocating headwalls away from the travel lanes and adding guardrails at the headwall abutments. ***Federal Funding Received****:* $1,710,810; **2)** Awarded: HSIP Cycle 9 – Location: Nineteen (19) locations throughout the City totaling twenty-eight (28) guardrail segments. Description: Upgrade existing metal beam guardrails to current Caltrans Midwest Guardrail System (MGS) standards, including new

TABLE 1 NEEDS and PROJECTS	
Category	**Notes**
	end treatments and beam sections, and relocate guardrails to correct locations. ***Federal Funding Received:*** $509,000; 3) Awarded: HSIP Cycle 10 – Location: Eighty-nine (89) signalized intersections throughout the City. Description: Citywide Traffic Signal Coordination and Safety Upgrades - Install a signal master controller with fiber interconnectivity or via radio; and install retroreflective signal head backplates. ***Federal Funding Received:*** $2,353,800. 10. Unfunded projects from CIP: 1) PEDLEY RD. IMPROVEMENT PROJECT, add left turn lanes at intersections from Limonite to Jurupa; 2) LIMONITE AVE. WIDENING, widen road to 4 through travel lanes, include equestrian trail and multi-use path between Bain to Homestead; 3) PACIFIC AVE. SR2S SIDEWALK PROJECT, improve roadway and pedestrian safety on pedestrian heavy streets adjacent to three local schools; 4) MASTER PLAN OF STREETS, to "right size" the conventional roadway cross sections of the General Plan to the field conditions for arterial, secondary and collector road classifications; 5) VALLEY WAY AND JURUPA RD. REALIGNMENT, to increase intersection operation and roadway capacity, enhance roadway safety and facilitate access to SR-60; 6) 58TH ST. GAP CLOSURE, to improve circulation and traffic operations; CAMINO REAL WIDENING/INTERSECTION IMPROVEMENTS, to improve traffic operations and roadway near school; 7) DALY AVE. STORM DRAIN IMPROVEMENTS, to relieve localized flooding; and 8) PACIFIC AVE. STORM DRAIN IMPROVEMENTS, to relieve localized flooding.
CODE ENFORCEMENT	***Needs:*** Non-Violent Crime Enforcement Traffic Accident Enforcement Parking Enforcement Vacant Land Weed Abatement Enforcement ***Notes:*** 1. Enhanced proactivity in enforcement of vacant land weed abatement to reduce risk of wildland fires is listed as apriority project in the Local Hazard Mitigation Plan.
ECONOMIC DEVELOPMENT	***Needs:*** Workforce Development ***Notes:*** 1. The City doesn't currently have a data base containing jobs, available, skills set required, or type of industry versus workforce needed.
DISTRICT/COUNTY PARTNERSHIPS	***Needs:*** Body-Worn Cameras (Police) Community Oriented Policing (Police) Council expressed interest in a Nature Center (JARPD) Farmers Market (JARPD) Park Services (JARPD) ***Notes:***

TABLE 1 NEEDS and PROJECTS	
Category	**Notes**
	1. Funding opportunities for Police, Fire, Water, Libraries, Parks, and Animal Services would be viewed as partnerships. City not the lead. The City has good relationships with the County and the Parks District. 2. The City of Jurupa Valley is a contract city with the Riverside County Sheriff's Department. The personnel assigned to Jurupa Valley operate out of the Jurupa Valley Station. 3. The County of Riverside, through its cooperative agreement with Cal Fire, provides the City of Jurupa Valley with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, emergency medical services, public service assists, and disaster preparedness and response. 4. Water and sewer services are provided by Jurupa Community Services District, Rubidoux Community Services District, Santa Ana River Water Company and Western Municipal Water District. 5. Parks and recreational facilities in the City are provided/managed by the Jurupa Area Recreation and Park District (JARPD). The City owns a Senior Center which is operated by JARPD. 6. Parks and open space are also operated by the Riverside County Regional Park and Open-Space District, which includes: Parks and Recreation Bureau, Resources Bureau, and the Business Operations Bureau. The District's focus encompasses providing high-quality recreational opportunities and preserving important features of the County's natural, cultural, and historical heritage. 7. Libraries are operated by the County of Riverside. 8. The County of Riverside provides animal field services for the residents of Jurupa Valley. 9. A Food Bank will soon be in operation in the City.
OTHER	Interest in pursuing possible technical assistance opportunities through Western Riverside Council of Governments (WRCOG).

The project and funding needs noted in Table 1 have been aligned with potential state and federal grant opportunities. However, before reviewing these various granting opportunities, because there is a priority focus on **Disadvantaged Communities (DACs)** in many of the granting opportunities, the following section provides a look at areas within Jurupa Valley that are defined as DACs.

FOCUS ON DISADVANTAGED COMMUNITIES (DACs)

In general, a DAC refers to the areas throughout California which most suffer from a combination of economic, health, and environmental burdens. The data provided below illustrate that the definition of a 'disadvantaged community' can vary depending on the data source and criteria. B&A will examine all applicable and eligible data sources to identify DACs for grant programs that include a DAC as an eligibility requirement or funding priority. Mapping tools are provided by several funding agencies to assist in identifying the location of DACs according to their particular set of criteria. DACs are identified by one of several means including, but not limited to:

- U.S. Census Median Household Income (MHI) and Poverty Rate Data;
- California Office of Environmental Health Hazard Assessment's CalEnviroScreen 3.0 Tool;
- California Department of Water Resources Economically Distressed Area EDA Mapping Tool;
- California Department of Education (CDE) Free or Reduced-Price Meal (FRPM) Program; and
- Federal Opportunity Zones or Federally Identified Areas of Persistent Poverty.

The data provided below illustrate that the definition of a 'disadvantaged community' can vary depending on the data source and criteria. B&A will examine applicable and eligible data sources to identify DACs for those grant programs that include DACs as an eligibility requirement or funding priority.

U.S. CENSUS MEDIAN HOUSEHOLD INCOME (MHI) AND POVERTY RATE DATA

Table 2 (below) charts the U.S. Census Bureau's MHI and poverty rates for 2015-2019 (most recent available). The City of Jurupa Valley's overall MHI was $70,642. While greater than the U.S. MHI of $62,843, Jurupa Valley's MHI is slightly lower than the State MHI of $75,253. The City's poverty rate is estimated at 13.9%, which is comparable to both the State and national poverty rates.

TABLE 2
MEDIAN HOUSEHOLD INCOME AND POVERTY RATES

	City of Jurupa Valley	California	United States
MHI	$70,642	$75,253	$62,843
Poverty Rate	13.9%	13.4%	12.9%

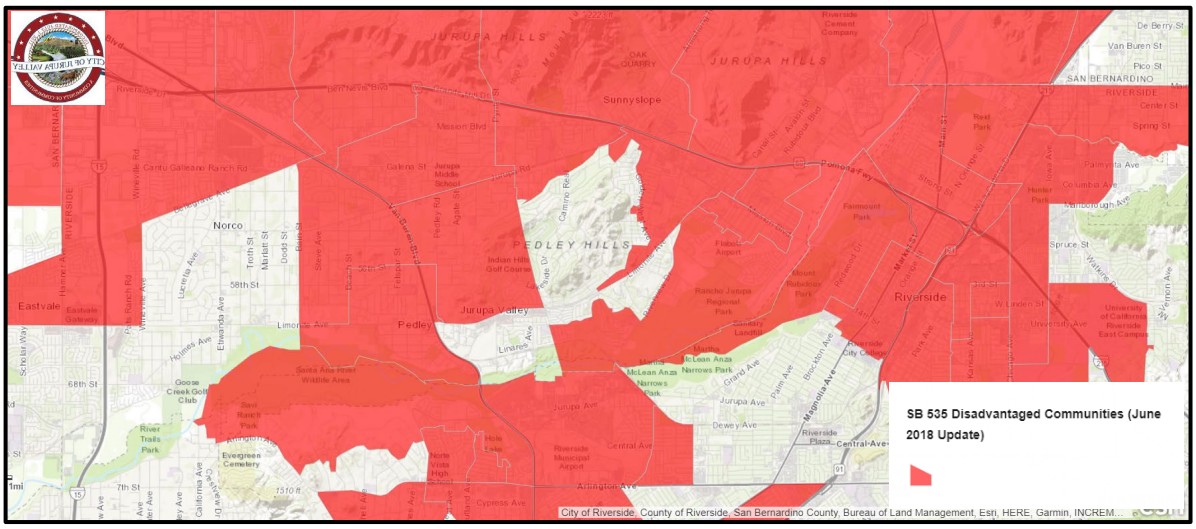
CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT'S CALENVIROSCREEN 3.0 TOOL

Disadvantaged communities in California are specifically targeted for investment of proceeds from the State's cap-and-trade program. Known as California Climate Investments, these funds are aimed at improving public health, quality of life, and economic opportunity in California's most burdened communities at the same time they are reducing pollution that causes climate change. Funds received from the cap-and-trade program are deposited into the Greenhouse Gas Reduction Fund and appropriated by the Legislature. They must be used for programs that further reduce emissions of greenhouse gases. Senate Bill 535 (De León, Statutes of 2012) directed that at least a quarter of the proceeds go to projects that provide a benefit to disadvantaged communities and at least 10 percent of the funds go to projects located within those communities. The legislation gives the California Environmental Protection Agency (CalEPA) the responsibility for identifying those communities. In 2016, the Legislature passed AB 1550 (Gomez), which now requires that 25 percent of proceeds from the fund be spent on projects located in disadvantaged communities.

In an effort to map areas of disadvantaged communities to meet the requirements of SB 535 and AB 1550, in January 2017, the Office of Environmental Health Hazard Assessment (OEHHA), on behalf of (CalEPA), developed and released Version 3.0 of the California Communities Environmental Health Screening Tool (CalEnviroScreen). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution using a combination of factors such as pollution burden, housing and education level, health indicators, and median household income (MHI), and others. (Version 4.0 is currently in the draft phase.)

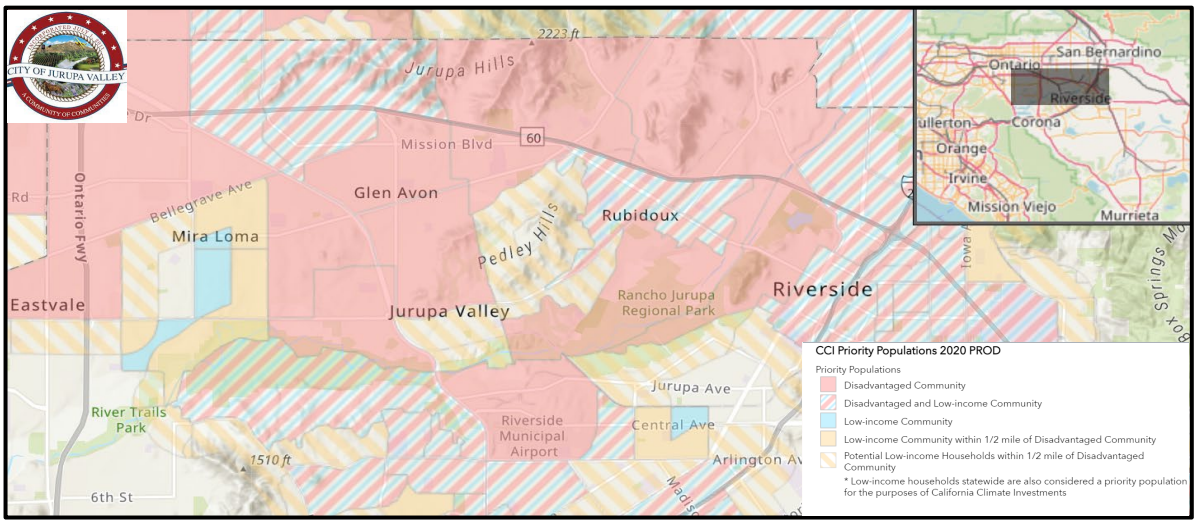
SB 535 Mapping Tool. Figure 1 below shows the disadvantaged communities in Jurupa Valley (in red) designated by CalEPA for the purpose of SB 535. These areas represent the 25% highest scoring census tracts in CalEnviroScreen 3.0, along with other areas with high amounts of pollution and low populations.

FIGURE 1
CalEnviroScreen 3.0 - SB 535 Disadvantaged Communities
DACs in the City of Jurupa Valley as Identified by CalEnviroScreen
Source: https://oehha.ca.gov/calenviroscreen/sb535



AB 1550 Mapping Tool. AB 1550 requires at least 25 percent of funds go to projects within and benefitting disadvantaged communities and at least an additional 10 percent is for low-income households or communities. Figure 2 (below) shows the disadvantaged and low-income communities designated by the California Air Resources Board for the purpose of Climate Investments Priority Populations 3.0 by census tract.

FIGURE 2
AB 1550 Low-Income and Disadvantaged Communities
California Climate Investments Priority Populations 3.0 by Census Tract/AB 1550
Source: https://webmaps.arb.ca.gov/PriorityPopulations/



CalEnviroScreen Overall Percentile Rankings. Table 3 (below) provides DAC characteristics of the highest ranked census tracts in Jurupa Valley according to Overall Percentile Ranking designated by CalEnviroScreen. These specific census tracts in have Overall Percentile Rankings ranging between 85% to 100%. The percentile score for each contributing component or indicator are also shown in the table; a higher percentile indicates a higher relative burden. Specific characteristics with the highest percentile of burden include: ozone; PM 2.5; traffic; drinking water; cardiovascular disease; and education.

TABLE 3
CALENVIROSCREEN 3.0 – Overall Rankings and Characteristics

Characteristics	Percentile Rankings				
CENSUS TRACT #	**6065040204**	**6065040102**	**6065040101**	**6065040201**	**6065040502**
Population	*3,716*	*4,630*	*4,287*	*5,897*	*6,202*
CalEnviroScreen Percentile	95%-100%	95%-100%	90%-95%	90%-95%	85%-90%
Pollution Burden	95	93	98	97	95
Population Characteristics	90	88	73	74	68
Ozone	98	98	98	98	91
PM 2.5	93	95	94	94	95
Diesel	61	21	43	54	44
Pesticides	0	0	0	0	16
Toxic Releases	66	72	65	68	80
Traffic	85	86	80	84	84
Drinking Water	84	95	94	94	94
Cleanups	42	95	85	60	82
Groundwater Threats	64	66	51	40	22
Hazardous Waste	81	93	94	81	79
Impaired Water	15	0	15	41	0
Solid Waste	63	0	98	69	53
Asthma	64	62	62	63	35
Low Birth Weight	63	77	46	73	44
Cardiovascular Disease	90	88	88	89	53
Education	91	81	89	77	91
Linguistic Isolation	65	64	83	55	74
Poverty	91	67	77	38	77
Unemployment	80	99	21	88	86
Housing Burden	88	65	58	28	71
Majority Ethnicity	Hispanic- 85%	Hispanic- 74%	Hispanic- 74%	Hispanic- 64%	Hispanic- 77%

CALIFORNIA DEPARTMENT OF WATER RESOURCES

Proposition 1 allows for the continued use of the DAC definition as set forth in Water Code §79505.5(a). A *"Disadvantaged Community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income (MHI). As of 2020, a DAC MHI is considered anything less than $56,982.* Proposition 1 also includes a definition for an economically disadvantaged area (EDA). The EDA definition attempts to capture disadvantaged communities that have a state median household income between *80 and 85 percent of the statewide annual MHI*. While

the EDA definition is similar to the DAC definition in utilizing state MHI as a determining factor, the EDA definition also includes other factors such as financial hardship, unemployment, and population density.

DWR Mapping Tool. The Department of Water Resources (DWR) developed a Mapping Tool to assist potential applicants in determining whether the project is located in or benefits a DAC or an EDA (gis.water.ca.gov/app/dacs or gis.water.ca.gov/app/edas). Figures 3 and 4 show the areas identified within Jurupa Valley using this mapping tool. Five census tracts within Jurupa Valley qualify as disadvantaged communities or severely disadvantaged communities (Figure 3). Seven census tracts, including the five identified as DACs, are also identified as EDAs (Figure 4).

FIGURE 3

California Department of Water Resources - 2018 Disadvantaged Communities Mapping Tool

Source: https://gis.water.ca.gov/app/dacs/

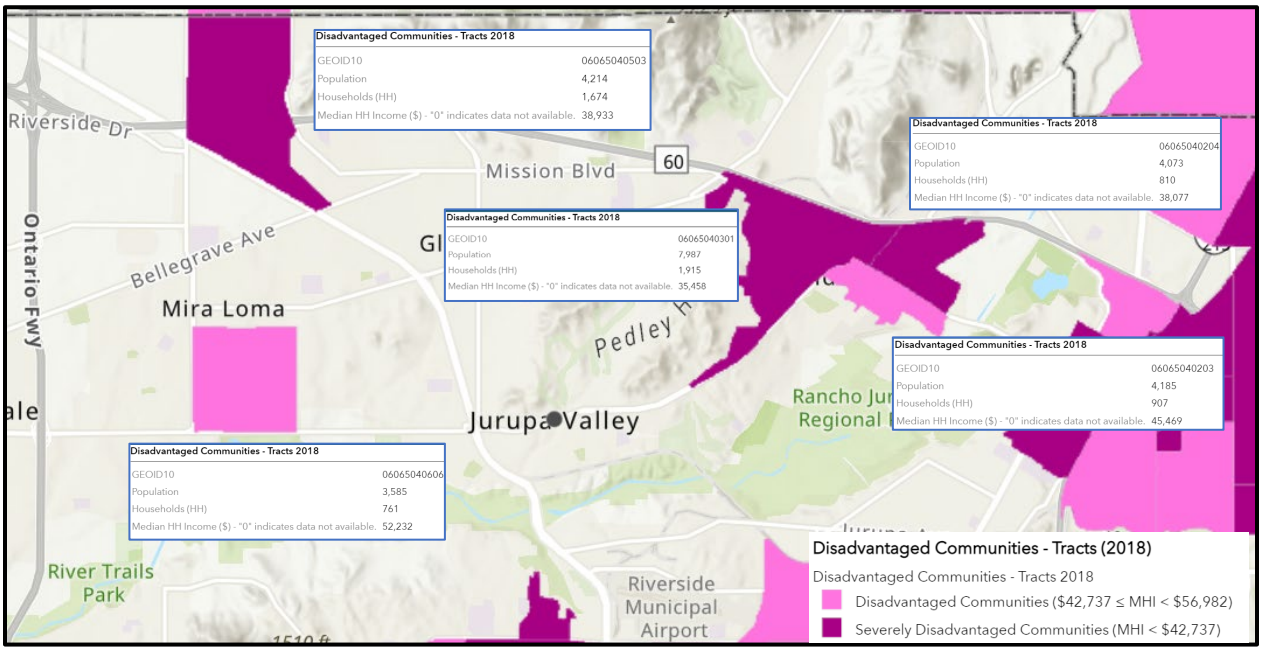
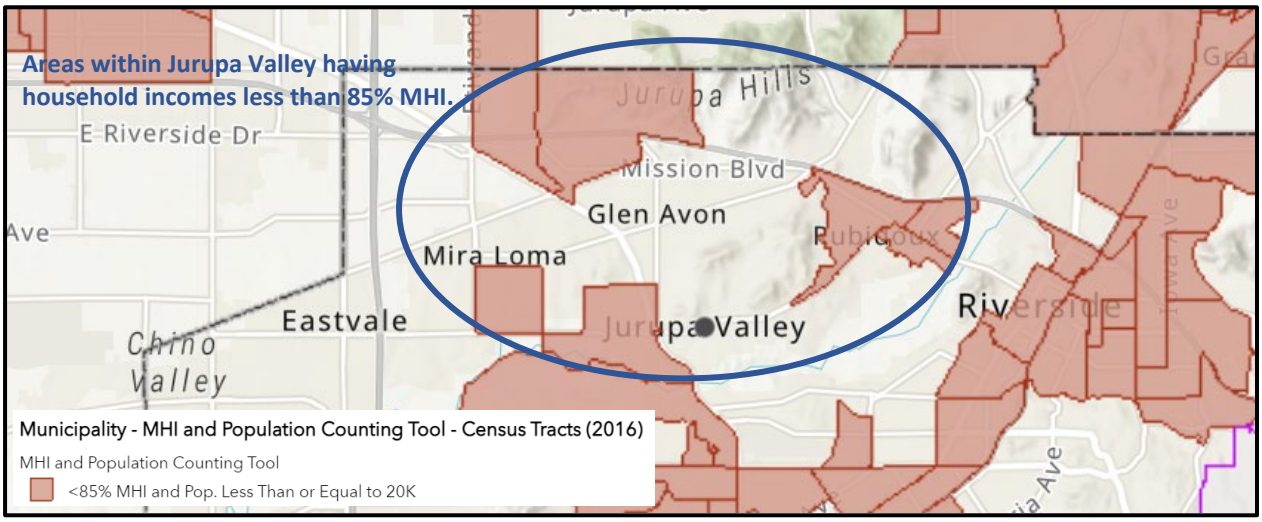


FIGURE 4

California Department of Water Resources - 2016 Disadvantaged Communities Mapping Tool

Source: https://gis.water.ca.gov/app/edas/



CALIFORNIA DEPARTMENT OF EDUCATION (CDE) FREE OR REDUCED-PRICE MEAL (FRPM) PROGRAMS

Individual students are eligible for free or reduced-price meals if they have a special status or if their families indicate they have incomes under the eligibility ceiling or are participating in CalFresh or CalWORKs. In other words, poverty status is the essential factor that makes a student eligible. Table 4 (below) reflects 24 schools serving the City of Jurupa Valley, of which 14 schools have over 75% of students eligible for the California Department of Education (CDE) Free or Reduced Meal Plan (FRPM) program. This represents 13,427 of the total 18,768 students enrolled or 71.5%.

TABLE 4
SCHOOLS SERVING JURUPA VALLEY STUDENTS
Percentage of students eligible for California Department of Education (CDE) Free or Reduced-Price Meal (FRPM) Program (2019)
https://www.cde.ca.gov/ds/ad/filessp.asp

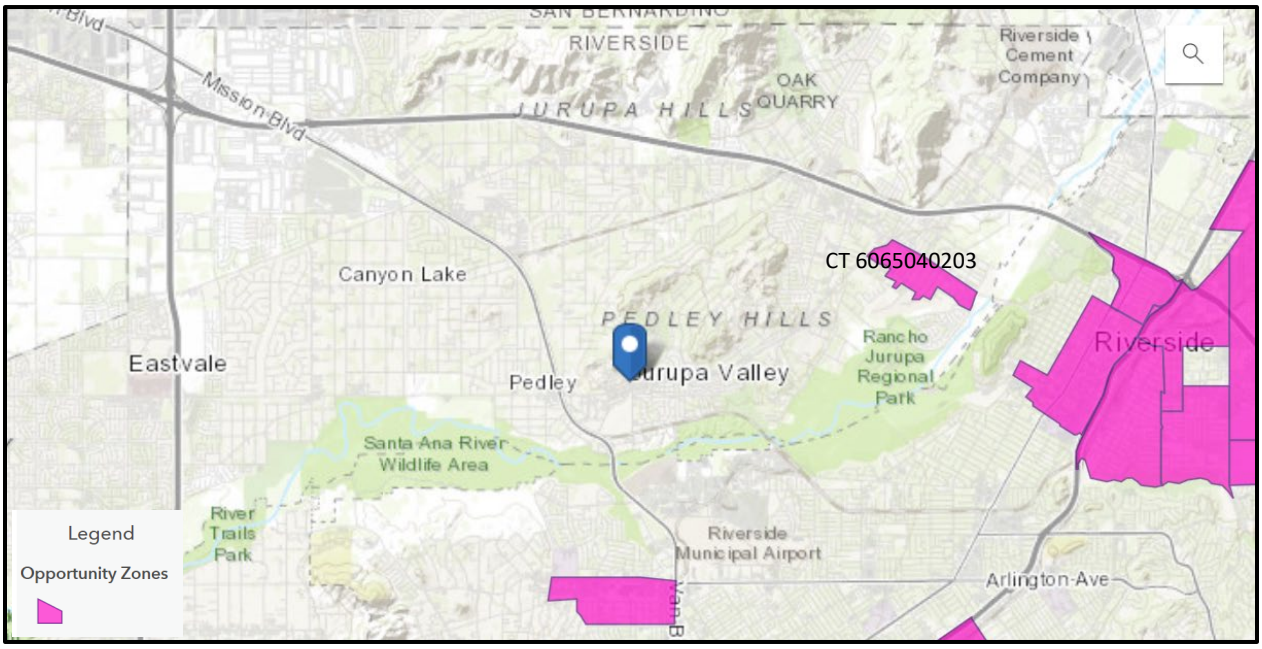
School District	School	City	% Eligible
	ELEMENTARY SCHOOLS		
Jurupa Valley Unified School District	Camino Real Elementary	Jurupa Valley	47.9
Jurupa Valley Unified School District	Del Sol Academy	Jurupa Valley	55.9
Jurupa Valley Unified School District	Glen Avon Elementary	Jurupa Valley	81.9
Jurupa Valley Unified School District	Granite Hill Elementary	Jurupa Valley	83.6
Jurupa Valley Unified School District	Ina Arbuckle Elementary	Jurupa Valley	95.5
Jurupa Valley Unified School District	Indian Hills Elementary	Jurupa Valley	73.5
Jurupa Valley Unified School District	Mission Bell Elementary	Jurupa Valley	86.5
Jurupa Valley Unified School District	Pacific Avenue Academy of Music	Jurupa Valley	81.2
Jurupa Valley Unified School District	Pedley Elementary	Jurupa Valley	76.8
Jurupa Valley Unified School District	Peralta Elementary	Jurupa Valley	71.9
Jurupa Valley Unified School District	Rustic Lane Elementary	Jurupa Valley	87.5
Jurupa Valley Unified School District	Sky Country Elementary	Jurupa Valley	68.5
Jurupa Valley Unified School District	Stone Avenue Elementary	Jurupa Valley	67.9
Jurupa Valley Unified School District	Sunnyslope	Jurupa Valley	72.1
Jurupa Valley Unified School District	Troth Street Elementary	Jurupa Valley	82.1
Jurupa Valley Unified School District	Van Buren Elementary	Jurupa Valley	81.8
Jurupa Valley Unified School District	West Riverside Elementary	Jurupa Valley	84.3
	MIDDLE SCHOOLS		
Jurupa Valley Unified School District	Jurupa Middle	Jurupa Valley	65.8
Jurupa Valley Unified School District	Mira Loma Middle	Jurupa Valley	77.7
Jurupa Valley Unified School District	Mission Middle	Jurupa Valley	83.0
	HIGH SCHOOLS		
Jurupa Valley Unified School District	Jurupa Valley High	Jurupa Valley	74.2
Jurupa Valley Unified School District	Nueva Vista Continuation High	Jurupa Valley	76.2
Jurupa Valley Unified School District	Patriot High School	Jurupa Valley	61.8
Jurupa Valley Unified School District	Rubidoux High	Jurupa Valley	79.1

FEDERAL OPPORTUNITY ZONES AND FEDERALLY IDENTIFIED AREAS OF PERSISTENT POVERTY

Lastly, some grants prioritize projects located in Federal Opportunity Zones. Opportunity Zones are economically distressed communities, defined by individual census tract, nominated by America's governors, and certified by the U.S. Secretary of the Treasury via his delegation of that authority to the Internal Revenue Service. There are 8,764 Opportunity Zones in the United States, many of which have experienced a lack of investment for decades. Through December 2028, investors will be eligible for certain tax benefits in return for investing in these low-income communities. Up to 25 percent of

California's low-income census tracts were nominated by the state governor, based on need and potential. Figure 5 shows that Census Tract 6065040203 is identified (in purple) as an Opportunity Zone for Jurupa Valley.

FIGURE 5
Opportunity Zones
https://opportunityzones.hud.gov/resources/map



Beginning in early 2021, federal agencies began using a new term to identify disadvantaged communities – Areas of Persistent Poverty. An Area of Persistent Poverty has been defined as: 1) a **County** which consistently had greater than or equal to 20 percent of the population living in poverty in (based on either the 1990 decennial census, the 2000 decennial census or the 2019 Small Area Income Poverty Dataset); 2) a **Census Tract** which has a poverty rate of at least 20 percent (measured by the 2014-2018 5-year data series available from the American Community Survey of the Bureau of the Census) or 3) any territory or possession of the United States. It is possible that these criteria may shift as 2020 Census Data become more widely available. In Jurupa Valley, 5 of the 21 census tracts currently meet this federal designation and include **Census Tracts 6065040203, 6065040204, 6065040301, 6065040501, and 6065040502**. No mapping is yet available.

TRAFFIC ACCIDENT DATA

Because the City identified projects to protect pedestrians and bicyclists as a priority, summary maps illustrating Average Pedestrian Fatalities/Injuries and Average Bicyclist Fatalities/Injuries in Jurupa Valley for years 2016 through 2020 are shown as Figures 6 and 7. The maps were developed using the Transportation Injury Mapping System (TIMS), a system developed to provide quick, easy and free access to California crash data. An average of nine pedestrian fatalities/serious injuries (78th of top 100 California cities) and two bicyclist fatalities/serious injuries (90th of top 100 California cities) per year have been recorded over the last five years in Jurupa Valley. Figure 8 shows that the greatest clusters of

accidents occurred near the intersections of Limonite Avenue, Pedley Road, and Van Buren Boulevard; and Rubidoux Boulevard and 26th Street. Figure 9 depicts the type (pedestrian or bicyclist) and severity of each crash. There has been a total of three bicyclist fatalities and seven severe injuries over the last five years, and nineteen pedestrian fatalities and seventeen serious injuries for the same five-year period.

FIGURE 6
Average Pedestrian Fatalities/Injuries 2016-2020

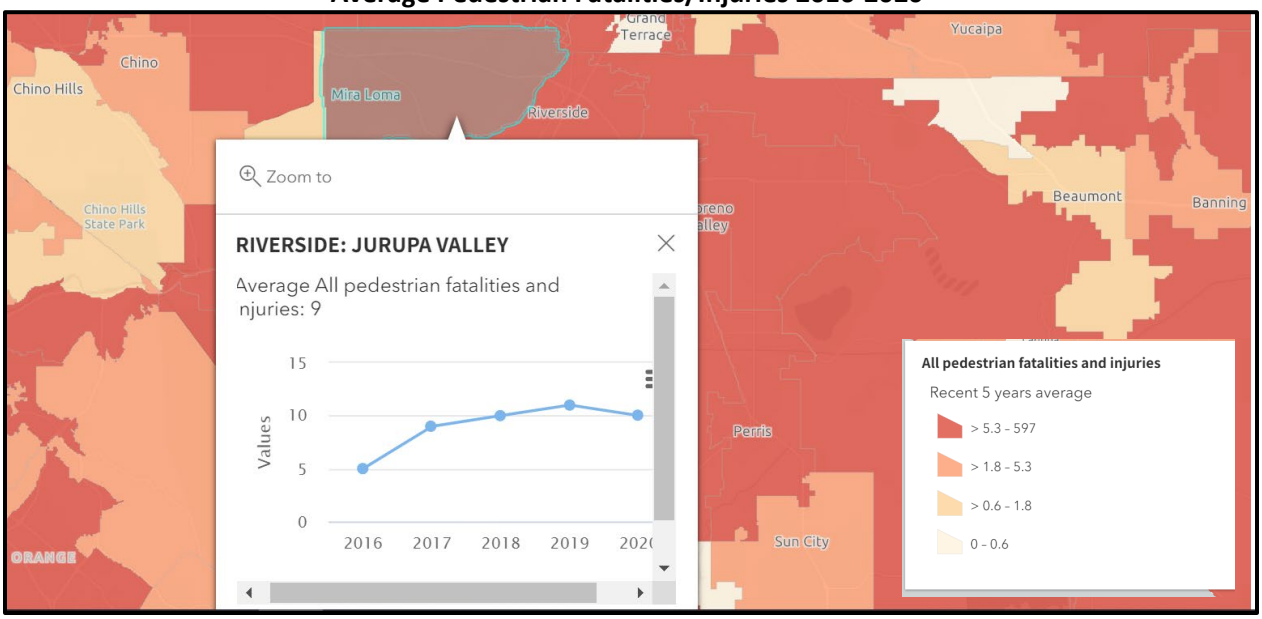


FIGURE 7
Average Bicyclist Fatalities/Injuries 2016-2020

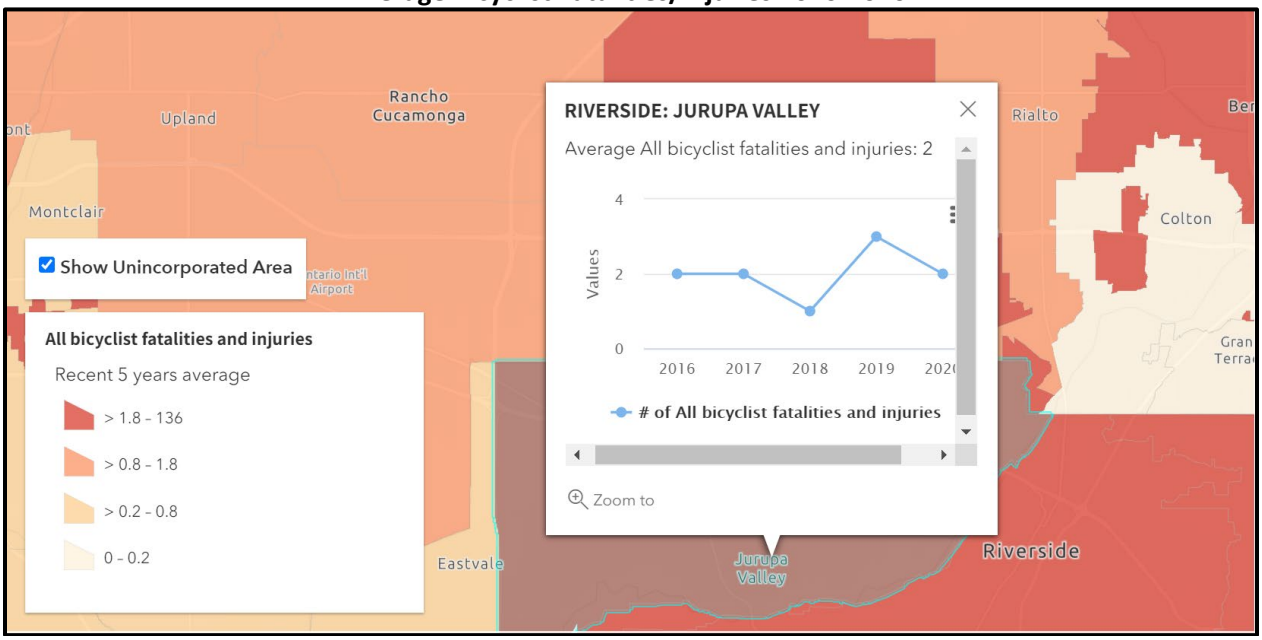


FIGURE 8
Heat Map of Pedestrian and Bicyclist Fatalities/Injuries 2016-2020

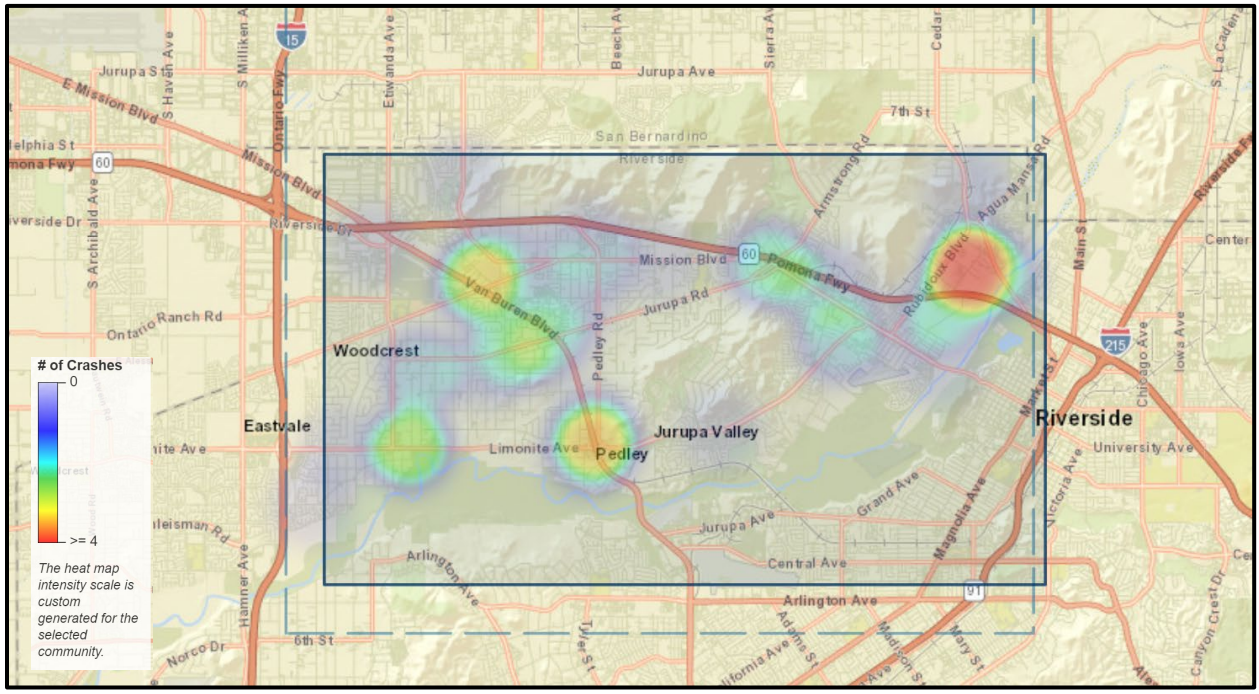
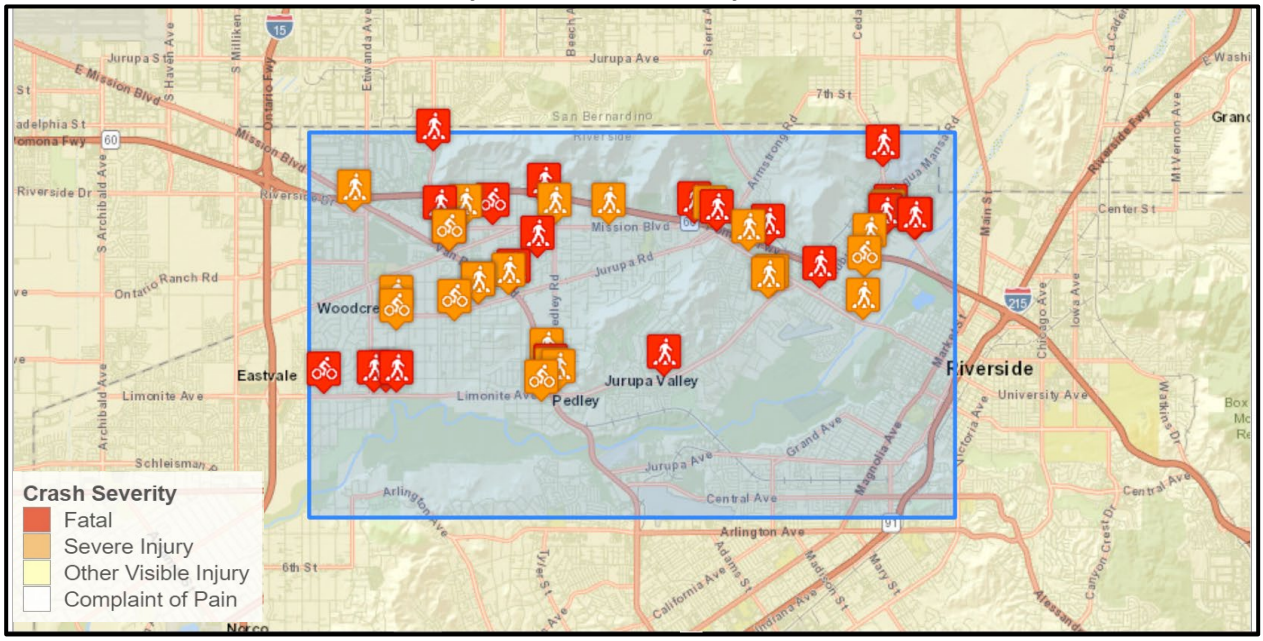


FIGURE 9
Crash Severity - Pedestrian and Bicyclist 2016-2020



MANAGING JURUPA VALLEY'S GRANT FORECAST

Moving forward, as desired by the City, B&A can coordinate regularly with Jurupa Valley staff on the following activities:

1. ***Pre-Positioning and Staff Relationship Building.*** B&A will assist with pre-positioning activities to help make the City more competitive with future grant endeavors. For example, certain grants require specific public outreach (surveys, workshops, charettes) for maximum scoring. These long-lead items often need to occur well in advance of the grant deadline. Other pre-positioning activities include requesting and participating in debriefings for previously denied proposals, remaining current on existing grant awards to ensure timely use of funds and compliance, and building relationships with funding agencies by attending select state and federal grant meetings and workshops. B&A will let City department staff know when these pre-positioning opportunities arise.
   Timeframe for Activity: Ongoing.

2. ***Grant Monitoring.*** B&A will consistently be on the lookout for relevant federal, state, and regional grant prospects that align with the City's priority needs and advise staff of grant opportunities in a timely manner. B&A will send our Fact Sheets to appropriate staff and help them determine if the grant is a good fit for a specific project. With staff input, B&A will review and recommend grant prospects and facilitate the development of competitive proposals.
   Timeframe for Activity: Ongoing.

3. ***Monthly GAR Calls and Wish List updates.*** B&A will conduct a monthly Grant Activity Report (GAR) conference call with staff to review new needs, open grant solicitations, pending applications submitted, grants awarded, and other agenda items. B&A will maintain a working list of priority projects (i.e., the "wish list").
   Timeframe for Activity: Monthly, or as requested by staff.

4. ***Annual Grant Summary Report.*** B&A will provide a summary of all grant-related activity on an annual basis, or as requested by the City. This report is an excellent snapshot of the new revenue generated by grant funding and the City's return on its investment in grant consulting services.
   Timeframe for Activity: Annual, or as requested by staff.

5. ***Post-Submission Assistance.*** When necessary and requested, B&A will assist with post-award compliance activities and/or schedule debriefings with funding agencies if a grant proposal was not selected for funding. Often, competitive proposals narrowly miss the funding cutoff or small adjustments/additions to a project application can net a higher score in a subsequent submittal.
   Timeframe for Activity: Ongoing.

ALIGNING GRANT OPPORTUNITIES WITH PROJECTS AND FUNDING NEEDS

Given the stated needs in Table 1 above, B&A identified grants that could potentially provide funding to Jurupa Valley projects. The list of grant opportunities (Table 5) is not exhaustive; it is based on the latest information that is available to B&A. Riverside County does not have a centralized portal for grant opportunities, thus monitoring open Riverside County grants is a challenge. Nonetheless, B&A does monitor for opportunities from the County to the best of our ability, although Jurupa Valley may be alerted to these opportunities first. Please forward any alerts you receive from the County, and B&A will conduct a quick assessment to determine Jurupa Valley's eligibility and alignment with project and funding needs.

Information presented is based on past guidelines and current research, and is based on information available as of the date of this report. Requirements may change when new guidelines are published, grants may be discontinued, and new grants may become available. The information summarized in Table 5 for each possible grant opportunity includes the funding agency, summary of the program, timeline for notices of funding availability and/or application deadlines, funding dollars available, and eligible project types and categories.

TABLE 5
GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS

Key	Grant Program	Due Date (If known)	Project(s) or Notes (Not exhaustive)	Funding Request/Match
PUBLIC WORKS/COMMUNITY DEVELOPMENT (PWCD)				
PWCD1	**California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP):** Purpose for funding is to correct or improve safety elements on any publicly-owned roadway or bicycle/pedestrian pathway or trail. All proposed projects must lead to the construction of safety improvements.	Anticipated September 2021	• Complete Streets • Sidewalks/Curb Ramps • Traffic Signal Installations/ Modifications • Pedestrian Crossing Improvements • Speed Feedback Signage • Audible Pedestrian Signal Installations • HID to LED lighting	**Max:** $10 million (BCA); set-aside max. varies. **Min:** $100,000 **Match:** 10%

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
PWCD2	**Caltrans Sustainable Planning Grant.** Eligible Projects must have a transportation nexus. Planning projects must directly benefit the multi-modal transportation system. • Sustainable Communities: To fund local and regional multimodal transportation and land use planning projects that further the region's Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) (where applicable), contribute to the State's greenhouse gas (GHG) reduction targets, and also assist in achieving the Caltrans Mission and Grant Program Overarching Objectives. • Strategic Partnerships: Funds transportation planning studies in partnership with Caltrans that address the regional, interregional, and statewide needs of the State highway system, and also assist in achieving the Caltrans Mission and Grant Program Overarching Objectives. Strategic Partnerships Transit: Funds multi-modal planning studies, with a focus on transit, in partnership with Caltrans, of regional, interregional, and statewide significance, and also assist in achieving the Caltrans Mission and Grant Program Objectives.	October 27, 2021	**Sustainable Communities Competitive:** Active Transportation; Climate Change; Corridor and Freight; Social Equity; Integrated Housing, Land Use, and Transportation; Multimodal; Safety; Technical; and Transit. Complete street plans that consider last-mile freight.	**Available Funding:** $34 million **Max:** Varies depending on activity. **Match:** 20% for Strategic Partnerships; 11.47% all others.
PWCD3	**Caltrans Clean CA.** To beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers to clean and enhance public spaces. Recommend projects with litter abatement, public art, landscape enhancement, and education. Should be shovel-ready.	Anticipated February 2022	• **Projects must be completed by December 30, 2023.**	**Available Funding:** $296 million **Max:** $5 million **Match:** No
PWCD4	**California Transportation Commission (CTC)/Caltrans Active Transportation Program (ATP):** To fund projects that 1) Increase the proportion of trips accomplished by biking and walking; 2) Increase the safety and mobility of non-motorized users; 3) Advance the efforts of regional agencies to achieve greenhouse gas reduction; 4) Enhance public health, including reduction of childhood obesity through the use of program projects eligible for Safe Routes to School Program funding; 5) Ensure that disadvantaged communities fully share in the program benefits (25% of program).	Anticipated Summer 2022-Cycle 6	• Complete Streets • Sidewalks/Curb Ramps • Traffic Signals • Pedestrian Crossing Improvements • Speed Feedback Signage • Audible Pedestrian Signal Installations	**2020 Funding**: $440 million w/10% small urban or rural areas w/pop. of 200,000 or less **Match:** None

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
PWCD5	**California Department of Housing and Community Development (CA HCD) CalHOME.** To enable low and very low-income households to become or remain homeowners through grants to local public agencies and nonprofit corporations for direct first-time homeowner and housing rehabilitation assistance (including mobile home units in parks). Additionally, providing funds for homebuyer counseling, self-help mortgage assistance, loans to developers for real property acquisition and site development for homeownership development projects and technical assistance for self-help homeownership. The program will fund the following activities: 1. First-Time Homebuyer Mortgage Assistance 2. Owner Occupied Rehabilitation Assistance 3. Technical Assistance for Self-Help Housing Project 4. Technical Assistance for Shared Housing Program 5. ADU/JADU Programs 6. Homeownership Development Project Loans	11/22/2021		**Max.** $57 million with $20 million reserved for mobile home assistance or manufactured home community. **Match**: Not required
PWCD6	**U.S. Department of Housing and Urban Development (HUD) Choice Neighborhoods Planning Grants Program.** To transform neighborhoods by redeveloping severely distressed public and/or HUD-assisted housing and catalyzing critical improvements in the neighborhood.	Anticipated 7/2022	• Revitalization of severely distressed public and/or assisted housing project • At least 20% in poverty or extremely low income • Consistent with local land use and planning process Two-year project period	**Max. Funding:** $450,000 **Match:** 5% cash or in-kind by end of project
PWCD7	**CA Natural Resources Agency (CNRA) Environmental Enhancement and Mitigation Program (EEMP):** To fund projects that contribute to mitigation of the environmental effects of transportation facilities. **Must have a connection to a related transportation project (e.g., 57 or 10 Freeway Widening, Metro)**	Anticipated Late 2021 Annual	**DACs have priority** • Areas impacted by transportation projects	**Available Funding:** $500,000 max. up to $1 million for acquisition.

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	Project Categories: **1) Urban Forestry** - projects are designed to offset vehicular emissions of carbon dioxide; **2) Resource Lands** - projects provide for the acquisition or enhancement of resource lands to mitigate the loss of, or the detriment to, resource lands lying within or near the right-of-way acquired for transportation improvements; **3) Mitigation Projects Beyond the Scope of the Lead Agency** - responsible for assessing the environmental impact of the proposed transportation improvement**.**		• Restoration of natural areas • Acquisition to safeguard/ conserve	**Match:** None
PWCD8	**CA Clean Vehicle Rebate Project (CVRB) Public Fleet Pilot Project:** Provides up to **$7,000** per vehicle rebate for clean vehicles. Sponsored by the California Air Resources Board (CARB), the program is administered by the Center for Sustainable Energy (CSE). Limited to 30 rebates per calendar year. Can be leased. Prospective applicants can use the CalEnviroScreen interactive map to see if the vehicle's domicile address is eligible for the increased incentive at http://oehha.maps.arcgis.com/apps/View/index.html?appid=c3e4e4e1d115468390cf61d9db83efc4	Rolling – First come/first served	**Increased incentives for DACs**	**Max: Up to $7,000** per vehicle rebate
PWCD9	**The Governor's Office of Business and Economic Development (GO-Biz) CA Community Reinvestment Program.** To advance health, wellness, and economic justice for populations and communities harmed by the War on Drugs (WoD). Proposed services must fall within one or more of the funding categories below: • Job placement • Mental health treatment • Substance use disorder treatment • System navigation services • Legal services to address barriers to reentry	09/29/2021 Phase I 12/13/21 Phase 2 (if invited)		**Available Funding:** $38.4 million **Single Applicant:** **Max:** $450,000 **Min:** $100,000 **Collaborative:** **Max:** $900,000 **Min:** $200,000

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	• Linkages to medical care			
PWCD10	**California Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program:** To divert waste tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content surfacing products derived from only California-generated waste tires. The program is aimed at encouraging first-time or limited users of rubberized pavement in two project types – Rubberized Asphalt Concrete Hot-Mix (Hot-Mix) and Rubberized Chip Seal (Chip Seal). Pays for differential of normal versus rubberized pavement.	09/29/2021	• Roadways and pavement	**Available Funding:** Up to $250,000 **Match:** None
PWCD11	**CalRecycle Tire-Derived Aggregate (TDA) Products:** To fund projects that use recycled-content products derived from waste tires: • Category 1: Mechanically Stabilized TDA (retaining walls). • Category 2: Low Impact Development (storm water mitigation including storm water infiltration galleries). • Category 3: Lightweight fill (slope stabilization, embankment fill, landslide repair, and retaining walls). • Category 4: Vibration mitigation (under rail lines). • Category 5: Landfill application.	12/08/2021	• Slope stabilization • Storm water management	**Available Funding:** $750,000 **Max:** $350,000 **Match:** None
PWCD12	**Cal Recycle Illegal Disposal Site Abatement program.** To fund solid waste cleanup project sites where cleanup is needed to protect public health and safety or the environment within the applicant's jurisdiction.	Cycle 1 09/29/21 Cycle 2 02/16/22		**Available Funding:** $1 million **Max:** $500,000 **Match:** Not required
PWCD13	**California Office of Traffic Safety (OTS) General and Grants Made Easy (GME):** To prevent serious injury and death resulting from motor vehicle crashes. Two types of grants are available - General and Grants Made Easy (GME). Applicant determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol Statewide	Anticipated 01/30/2022	Public programming/ education	**Max/Min Funding**: None stated; Amount requested must be proportional to identified traffic problem(s) **Match:** None

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	Integrated Traffic Records System (SWITRS) and the OTS rankings for CA cities and counties. GME includes pre-determined goals, objectives, and activities by focus area. Agencies should apply for a General Grant if it is seeking funding to address traffic safety problems other than what are listed on a GME. **Project must match one of the Priority Program Areas:** • Alcohol Impaired Driving or Distracted Driving • Drug Impaired Driving • Emergency Medical Services • Motorcycle Safety • Occupant Protection • Pedestrian Safety/Bicycle Safety • Public Relations, Advertising and Marketing Program • Traffic Records/Roadway Safety			
PWCD14	**U. S. Economic Development Administration (EDA): Public Works and Economic Adjustment Assistance (PWEAA) Program:** This grant will fund a wide range of construction and non-construction activities (including infrastructure, design and engineering, technical assistance, economic recovery strategies, and capitalization or re-capitalization of Revolving Loan Funds) in regions experiencing severe economic distress. Each project funded under Public Works and EAA must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS) or equivalent. *Applicants are strongly encouraged to contact their EDA representative before submitting an application to clarify technical matters, the project's alignment with EDA's mission and Investment Priorities, and all other relevant publicly available information relating to general technical matters.* **Purpose of the Program**:	Ongoing	• Strategic planning • Professional consultation • Non-construction and construction activities, including Revolving Loan Funds, in regions experiencing severe economic dislocations.	**Max:** Generally, $30 million **Min:** $100,000 **Match:** Generally, 50%

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	• Public Works: To help distressed communities build, design, or engineer critical infrastructure and facilities that will help implement regional development strategies and advance bottom-up economic development goals to promote regional prosperity. • Economic Adjustment Assistance (EAA): Support a wide range of construction and non-construction activities (including infrastructure, design and engineering, technical assistance, economic recovery strategies, and capitalization or re-capitalization of Revolving Loan Funds (RLF) in regions experiencing severe economic dislocations that may occur suddenly or over time. • Strategy Grant: To develop, update, or refine a CEDS that alleviates long-term economic deterioration or a sudden and severe economic dislocation, as described in EDA's regulations at 13 C.F.R. 307.3.			
PWCD15	**EDA American Rescue Plan (ARP) Economic Adjustment Assistance.** To provide a wide-range of financial assistance to communities and regions as they respond to, and recover from, the economic impacts of the coronavirus pandemic, including long-term recovery and resilience to future economic disasters. The City will need to prove that at least two private businesses will benefit from the project and will be able to hire XX number of permanent workers (rule of thumb: one permanent job for every $10,000 in EDA funding requested). **Examples of Eligible Construction and Non-Construction Projects:** Construction activities such as: • water and sewer system improvements, • industrial parks, • high-tech shipping and logistics facilities, • business incubators and accelerators, • brownfield redevelopment,	03/31/22 or until funding is exhausted. Recommend applying by fall 2021.		**Available Funding:** $500 million allocated to six regional offices and headquarters; 300 awards expected. **Max:** Generally, projects that costs between $500,000 and $5 million. **Match:** 20%

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	• technology-based facilities, • wet labs, • multi-tenant manufacturing facilities, • science and research parks, • workforce training facilities, • telecommunications infrastructure (e.g., broadband) <u>Non-construction activities include</u>: • design and engineering only (for construction), • technical assistance, • economic recovery strategy development, • capitalization of revolving loan funds (RLFs).			
PWCD16	**Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Grant Program.** To categorically shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience. FEMA anticipates funding BRIC projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design. For example, an innovative project may bring multiple funding sources or in-kind resources from a range of private and public sector stakeholders or offer multiple benefits to a community in addition to the benefit of risk reduction. Project must be reflected in a Local Hazard Mitigation Plan.	CA NOI due 9/20/2021 and full application if invited due 12/1/2021	• Capability- and Capacity-Building (C&CB) • Mitigation Projects • Management Costs Planning	**Max:** $50 million per project **Match:** 25%.
PWCD17	**FEMA/Cal OES Hazard Mitigation Grant Program (HMGP):** To fund hazard mitigation activities aimed at reducing or eliminating future damage. For the development of Local Hazard Mitigation Plans (LHMP) as well as for the implementation of hazard mitigation projects. Projects must have an approved LHMP at time of obligation	Only issued after a declared disaster.	• Mitigation Projects • 5% Initiative Projects • Hazard Mitigation Planning • Management Costs	**Available Funding:** TBD when a disaster is declared **Max:** There is no funding cap for individual projects.

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	For this program a **Notice of Interest (NOI) must first be submitted to and accepted by Cal OES.**	NOIs are accepted on an ongoing basis.		**Match:** 25%
DISTRICT/COUNTY PARTNERSHIPS (DCP)				
DCP1	**CA Department of Parks and Recreation Land and Water Conservation Fund (LWCF):** To provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Park must be placed under federal protection in perpetuity.	Anticipated February 2022	Possible partnership with Jurupa Area Recreation and Park District (JARPD) or with Riverside County Regional Park and Open-Space District • Rehabilitate existing infrastructure via construction, replacement, upgrades. • Acquisition, development	**Available Funding:** $14 million **Max:** $6 million **Match:** 50%
DCP2	**CA Department of Parks and Recreation Prop 68 Per Capita Program:** Acquisition OR development of recreational assets. Not both. • A Project can ONLY serve ONE park. • Multiple Projects may be completed under one contract, but EACH Project requires a separate Application Packet. • Grantees are encouraged to partner with other Grantees on projects. No supplanting. Must be an extension of existing budget.	Deadline 12/31/2021	Possible partnership with JARPD or with Riverside County Regional Park and Open-Space District • Rehabilitate existing infrastructure via construction, replacement, upgrade	**Allocation to Jurupa Area Recreation and Park District:** $177,952 and $94,312 **Match:** 20%

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
			• Acquisition **Performance Period:** Contracts by June 30, 2022. Projects completed by December 2023.	
DCP3	**CA Department of Parks and Recreation Prop 68 Statewide Park Development and Community Revitalization Program (SPP):** Grant funds provided to develop a new park, expand an existing park, or renovate an existing park.	Additional Rounds may be offered depending on available funding	Possible partnership with JARPD or with Riverside County Regional Park and Open-Space District **DACs have priority** • Construction/renovation • Amenities • Acquisitions	**Past Available Funding:** $395 million **Max:** $8.5 million **Match:** none
DCP4	**CA Department of Parks Recreational Trails Program (RTP) (non-motorized):** Federal program administered by the Office of Grants and Local Services (OGALS) provides funds annually for recreational trails and trails-related projects. Applicants are encouraged to use qualified youth or service corps to perform trail construction and maintenance.	Anticipated February 2022	Possible partnership with JARPD or with Riverside County Regional Park and Open-Space District Trail construction/ renovation	**Available Funding:** TBD **Max:** TBD **Match:** 12%
DCP5	**CA Department of Parks Recreational Trails Program (RTP) (ATP).** The RTP is administered at the federal level by the Federal Highway Administration (FHWA). It is administered at the state level by the California Department of Parks and Recreation (DPR) and the Department of Transportation (Caltrans) Active Transportation Program (ATP). Applicants are encouraged to use	Anticipated February 2022	Possible partnership with JARPD or with Riverside County Regional Park and Open-Space District	**Available Funding:** TBD **Max:** TBD **Match:** 12%

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	qualified youth or service corps to perform trail construction and maintenance.		Trail construction/ renovation	
DCP6	**CA Department of Parks and Recreation Habitat Conservation Fund:** Eligible projects include nature interpretation programs to bring urban residents into park and wildlife areas, protection of various plant and animal species, and acquisition and development of wildlife corridors and trails. Activities: • Deer/Mountain Lion Habitat • Rare, Endangered, Threatened or Fully Protected Species Habitat • Wetlands • Anadromous Salmonids and Trout Habitat • Riparian Habitat • Trails • Wildlife Area Activities	Anticipated February 2022	Possible partnership with JARPD or with Riverside County Regional Park and Open-Space District • Wildlife Area Activities – An event or series of events intended to bring urban residents into areas with indigenous plants and animals (park and/or wildlife areas) • Acquisition of species habitats • Enhancement or restoration of species habitats • Enhancement, restoration, or development of trails	**Available Funding:** $2 million **Match**: 50%
DCP7	**The Skatepark Project (Formerly Tony Hawk Foundation):** To help underserved communities create safe and inclusive public skateparks for youth. The Skatepark Project Grants are available via invitation only. To be invited to apply for a grant, interested parties must submit a Letter of Inquiry.	Letters of Inquiry are accepted on a rolling basis (anytime). Grant Award decisions are	Possible partnership with JARPD or with Riverside County Regional Park and Open-Space District	Grants range from $1,000 to $300,000.

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
		made by the Grants Committee on a quarterly basis.		
DCP8	**MLB Baseball Youth Development (Foundation)**: The Foundation considers requests for a variety of purposes including funding capital projects (e.g., field renovations), baseball/softball programs, and education initiatives.	Ongoing applications, reviewed quarterly	Possible partnership with JARPD or with Riverside County Regional Park and Open-Space District **DACs have priority** • Capital projects • Equipment • Athletic programming	**Available Funding:** Unknown **Max:** No maximum; Average award is $40,000 **Match:** 50%
DCP11	**CA State Library - High-Speed Broadband:** To bring high-speed broadband to all California public libraries by connecting them to the California Research and Education Network (CalREN)—a high-capacity 3,800-mile fiber-optic-based network designed to meet the unique requirements of over 20 million users, including the vast majority of K-20 students together with educators, researchers, and others working in California's vital public-serving institutions. Applicants requesting a grant must meet ALL the criteria below: • Be a public library participating in the California Library Services Act and participating in a connection to the California Research and Education Network (CalREN), operated by the Corporation for Education Network Initiatives in California (CENIC). • Have submitted the required Letters of Agency to the Project Aggregator.	Rolling Deadline	Possible partnership with Riverside County Grant will fund: • First year connection costs • Equipment to support connections • Consulting costs related to configuration and installation of equipment • Construction costs related to expansion of	**Available Funding:** $2,860,000 ongoing annual appropriation **Max:** Based on allocation table ($20,000, $24,000 or $30,000) **Match:** Based on allocation table (0%, 25% or 50%)

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	• Have or be in the process of entering into a contract with the Project Aggregator for connection to CalREN. • Intend to continue in the program.		necessary infrastructure to make connections • Construction costs related to required upgrades of inside wiring and other facilities to make connections viable • Technical network training for librarians	
DCP12	**National Park Service: Save America's Treasures (SAT) Collections and Preservation Projects:** To provide preservation and/or conservation assistance to nationally significant historic properties and collections. Two types of grant categories: 1. Collections Projects and; 2. Preservation Projects.	Anticipated December 2021	Possible partnership with Riverside County • Equipment • Collections management • Professional consultation	**Available Funding:** $16 million. **Max:** $500,000 **Match**: 50%
DCP13	**Southern California Association of Governments (SCAG) Sustainable Communities Programs:** **Civic Engagement, Equity & Environmental Justice**. To support the implementation of SCAG's Racial Equity Early Action Plan, SCAG is seeking to prioritize proposals that fall within or directly benefit Communities of Concern and SB 535 Disadvantaged Communities (DACs) for this Call.	Anticipated Summer 2022	Technical Assistance	

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	Smart Cities & Mobility Innovations Call for Applications (last closed 04/23/2021). Supports the implementation of three Connect SoCal Key Connections: • Smart Cities & Job Centers • Go Zones • Shared Mobility/Mobility as a Service. **Housing & Sustainable Development (last closed 01/29/2021)**. Housing and Sustainable Development Project Types: • Advancing Accessory Dwelling Unit (ADU) Implementation • Housing Sustainability Districts, Workforce Housing Opportunity Zones, and Housing Supportive Tax Increment Financing Districts • Housing Sustainability Districts, Workforce Housing Opportunity Zones, and Housing Supportive Tax Increment Financing Districts			
DCP14	**WRCOG Grant Writing Assistance Program (Program)**: The WRCOG Program is designed to assist members in preparing proposals for grant opportunities. A bench of consultants is available to members on a first-come, first-served basis when funding opportunities for select grants become available. Select grant opportunities are as follows: • Active Transportation Program • Caltrans Sustainable Transportation Planning Grant Program (Transportation Planning Grants & Adaptation Planning Grants) • Affordable Housing and Sustainable Communities Program • Clean Cities related grants • New planning grant opportunities.		Grant Assistance **Program Contact:** Christopher Tzeng Program Manager, Transportation **Phone:** (951) 955-8379 **Email:** ctzeng@wrcog.us **Website:** http://www.wrcog.us/266/Grant-Writing-Assistance	
	WATER-RELATED GRANT OPPORTUNITIES (These grants are listed for your information – Jurupa Valley Community Services District, Rubidoux Community Services District, Santa Ana River Water Company, and Western Municipal Water District would be eligible for these opportunities.)	Anticipated 10/2021 through 03/2022		

TABLE 5 GRANT OPPORTUNITIES ALIGNED WITH JURUPA VALLEY PROJECTS				
Key	**Grant Program**	**Due Date (If known)**	**Project(s) or Notes (Not exhaustive)**	**Funding Request/Match**
	Water Related Grants issued by the Bureau of Reclamation (BOR) include: • **Drought Resiliency Projects Grant.** Program provides funding for on-the-ground projects and modeling tools that increase water supply reliability or improve water management. • **BOR WaterSMART Drought Response Program – Drought Resiliency Projects Grant:** Projects that will increase the reliability of water supplies; improve water management; and provide benefits for fish, wildlife, and the environment to mitigate impacts caused by drought. • **BOR WaterSMART Water and Energy Efficiency Grants (WEEG):** To fund projects that seek to conserve and use water more efficiently (SCADA, AMI, among others), and increase the use of renewable energy and improve energy efficiency. • **BOR WaterSMART Small-Scale Water Efficiency Project (SWEP) Grant:** For projects that result in quantifiable water savings, implement renewable energy components, and support broader sustainability benefits. • **BOR WaterSMART Environmental Water Resources Projects:** One of the primary purposes of the project must be to benefit ecological values that have a nexus to water resources management. • **BOR Drought Contingency Planning.** For the development and update of drought contingency plans that will build long-term resiliency to drought. • **BOR Lower Colorado Region Water Conservation Field Services Program:** To fund water management and conservation planning; implementation of water efficiency measures; demonstrate innovative conservation technologies; and water education and training.			

City of Jurupa Valley

STAFF REPORT

DATE: **SEPTEMBER 1, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ROD BUTLER, CITY MANAGER**
BY: **PETER THORSON, CITY ATTORNEY**

SUBJECT: **AGENDA ITEM NO. 14.A**

REMOVAL OF ARMANDO CARMONA FROM THE PLANNING COMMISSION UNDER JURUPA VALLEY MUNICIPAL CODE SECTION 2.35.020.B AT THE REQUEST OF MAYOR PRO TEM LESLIE ALTAMIRANO

Mayor pro Tem Leslie Altamirano has requested that the City Council consider removing Armando Carmona from the Planning Commission under Section 2.35.020.B of the Jurupa Valley Municipal Code.

Section 2.35.020.B provides:

> "B. Members of the Planning Commission shall serve at the pleasure of the City Council and a member of the Planning Commission may be removed from the Planning Commission by a majority vote of the entire City Council for any reason, with or without cause. If a Planning Commission member is removed from office, then at the time of this vote the Planning Commissioner shall be deemed removed from the Planning Commission, the Planning Commissioner's term and tenure as a member of the Planning Commission shall end, and a vacancy shall exist for that position."

If the Council determines to remove Mr. Carmona from the Planning Commission, the Council will need to approve a motion, with three affirmative votes, providing:

> "Motion to remove Armando Carmona from the Planning Commission under Section 2.35.020.B. of the Jurupa Valley Municipal Code."

His seat will be vacant upon adoption of this motion.

Prepared by:

Peter M. Thorson
City Attorney

Submitted by:

Rod B. Butler
City Manager

Attachment:

Chapter 2.35, Planning Commission, of Jurupa Valley Municipal Code

CHAPTER 2.35. - PLANNING COMMISSION

Sec. 2.35.010. - Planning Commission established.

There is hereby established within the city a Planning Commission. The Planning Commission shall perform the planning agency functions described in Government Code Section 65100 *et seq.*, and shall fulfill the functions delegated to the Planning Commission for the County of Riverside under the relevant ordinances and resolutions, which the city has adopted as required upon incorporation. The Planning Commission shall perform the functions of any and all planning, zoning or code enforcement appeals board created by the relevant County of Riverside ordinances and resolutions, which the city has adopted by reference as required by law and by any City of Jurupa Valley ordinances.

(Ord. No. 2013-11, § 1(2.35.010), 5-12-2013)

State Law reference— Authority to establish Planning Commission, Government Code § 65100.

Sec. 2.35.020. - Number of members; appointment and removal.

A. The Planning Commission shall consist of five (5) members. Members of the Planning Commission shall be appointed by the City Council. Each Council Member shall nominate one (1) member of the Planning Commission. Each such nomination shall require confirmation by a majority vote of the entire City Council.
   (1) Not less than ten (10) days prior to the meeting at which the Council will consider one or more appointments to the Planning Commission, the City Clerk shall post notice of the pending appointments and invite qualified persons to apply for the position or positions.
   (2) The City Clerk shall post such notice at the locations where the City Council agendas are posted pursuant to City Council resolution and on the city's website.
   (3) In addition to these posting requirements, the City Clerk shall also comply with the posting requirements for vacancies and terms of Planning Commissioners as provided in Government Code Sections 54970 to 54974 or their successor sections.
B. Members of the Planning Commission shall serve at the pleasure of the City Council and a member of the Planning Commission may be removed from the Planning Commission by a majority vote of the entire City Council for any reason, with or without cause. If a Planning Commission member is removed from office, then at the time of this vote the Planning Commissioner shall be deemed removed from the Planning Commission, the Planning Commissioner's term and tenure as a member of the Planning Commission shall end, and a vacancy shall exist for that position.
C. If a vacancy should occur on the Planning Commission such vacancies shall be filled by

appointment of a new member by the City Council for the unexpired portion of the term pursuant to the procedures of subsection (A) of this section.

(Ord. No. 2013-11, § 1(2.35.020), 5-12-2013)

State Law reference— Planning Commission membership, Government Code § 65101.

Sec. 2.35.030. - Term; annual reconfirmation.

A. The term of each member of the Planning Commission shall be for four (4) years or until their successors are appointed and sworn in as members, whichever is later; provided, however, that the term of the first Planning Commission shall be as provided in this section, and, provided further, that the term of a Planning Commissioner shall be subject to reconfirmation or removal pursuant to this chapter.
B. The Planning Commissioners nominated by Council Members who will hold office until the first succeeding municipal election of the city, as provided in Government Code Section 57377, shall serve until December 31 in the year of the city's first succeeding municipal election, subject to reconfirmation or removal pursuant to this chapter.
C. The Planning Commissioners nominated by Council Members who will hold office until the second succeeding municipal election of the city, as provided in Government Code Section 57377, shall serve until December 31 in the year of the city's second succeeding municipal election, subject to reconfirmation or removal pursuant to this chapter.
D. Thereafter, each member of the Planning Commission shall serve the term of four (4) years as provided in this chapter, subject to reconfirmation or removal pursuant to this chapter.
E. Each year the City Council shall reconfirm the appointment of each Planning Commissioner.
    (1) The reconfirmation shall occur at a regular City Council meeting during the month of December of each year.
    (2) Each Planning Commissioner shall be reconfirmed by a majority vote of the entire City Council.
    (3) If a Planning Commissioner is not reconfirmed by a majority vote of the entire City Council, then at the time of this vote the Planning Commissioner shall be deemed removed from the Planning Commission, the Planning Commissioner's term and tenure as a member of the Planning Commission shall end, and a vacancy shall exist for that position.

(Ord. No. 2013-11, § 1(2.35.030), 5-12-2013)

Sec. 2.35.040. - Qualifications.

Members of the Planning Commission shall, at all times during their incumbencies, be bona fide residents and registered voters of the city. No member of the Planning Commission shall be a city employee, nor shall any member of the Planning Commission be a member of another city commission at any one time.

(Ord. No. 2013-11, § 1(2.35.040), 5-12-2013)

Sec. 2.35.050. - Officers.

The officers of the Planning Commission shall consist of a Chairperson and a Vice-Chairperson who shall be selected by a majority vote of the entire Planning Commission. The terms of the Chairperson and Vice-Chairperson shall be from January 1 to December 31 of each year, subject to removal or failure to reconfirm pursuant to this chapter.

(Ord. No. 2013-11, § 1(2.35.050), 5-12-2013)

Sec. 2.35.060. - Meetings; quorum.

A. The City Council shall establish meeting schedules for the Planning Commission by resolution.
B. A quorum of three (3) members of the Planning Commission shall be required for the transaction of any business.

(Ord. No. 2013-11, § 1(2.35.060), 5-12-2013)

Sec. 2.35.070. - Stipend.

Members of the Planning Commission may receive a stipend per meeting in an amount set by resolution of the City Council.

(Ord. No. 2013-11, § 1(2.35.070), 5-12-2013)

RETURN TO AGENDA

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 1, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

SUBJECT: AGENDA ITEM NO. 14.B

APPOINTMENT OF TWO COUNCIL MEMBERS TO CITY LEGISLATIVE AD HOC SUBCOMMITTEE FOR FY2022-23

RECOMMENDATION

That the City Council:

1. Establish the "Legislative Ad Hoc Subcommittee" for FY 2022-23 that will: 1) work with the City staff and the City's state and federal lobbyists, to develop a legislative platform; 2) report to Council on important legislative and regulatory matters of interest; and 3) review and respond to requests for state legislation support/opposition letters.

2. Appoint two Councilmembers to sit on the City's Legislative Ad Hoc Subcommittee for the 2022–2023 Fiscal Year.

BACKGROUND

Mayor Chris Barajas has requested the formation of a City Council Legislative Ad Hoc Committee. The proposed Legislative Ad Hoc Subcommittee for FY 2022-23 will consist of two Council Members. The Ad Hoc Subcommittee will: 1) work with the City staff and the City's state and federal lobbyists to develop a legislative platform; 2) report to Council on important legislative and regulatory matters; and 3) review and respond to requests for state legislation support/opposition letters.

ANALYSIS

The City receives requests annually for support/opposition by Council on legislative and regulatory issues. Additionally, the legislative process at the State and Federal levels bring forward new laws and regulations that may require formation or revision of city policies and procedures. This subcommittee will be instrumental in providing insight and input to City staff for the development of the City's Legislative Platform, goals and

objectives. Upon completion of a final draft, the Legislative Platform will be placed on a City Council agenda for discussion, direction and adoption.

The Legislative Ad Hoc Subcommittee's meetings will be held "as needed", without a schedule fixed by formal action of a legislative body, is composed of less than a quorum of the legislative body and is being established for the specific purpose of providing input on state, federal and regional legislative priorities. As such, the requirements of the Ralph M. Brown Act are not applicable to the Legislative Ad Hoc Subcommittee.

FINANCIAL IMPACT

There is no fiscal impact as a result of the recommended action.

ALTERNATIVES

1. Choose not to form a Legislative Subcommittee
2. Provide alternative direction to staff

Prepared by:

Terri Rollings
Assistant to the City Manager/PIO

Submitted by:

Rod B. Butler
City Manager

Reviewed by:

Connie Cardenas
Director of Administrative Services

Reviewed by:

Peter M. Thorson
City Attorney

Michael Flad
Assistant City Manager

Attachments:

1. None