

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
SOUTHSTAR ENGINEERING & CONSULTING, INC.**

This Agreement ("Agreement"), made this 15th day of August, 2023, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and Southstar Engineering & Consulting, Inc., a California corporation ("CONSULTANT") with reference to the following facts, which are acknowledged by each party as true and correct:

RECITALS

- A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.
- B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.
- C. CITY desires or is in need of engineering services.
- D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above design or engineering services.
- E. CITY now desires to retain CONSULTANT to accomplish the above design or engineering services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

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

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 CONSULTANT acknowledges that no level of work is guaranteed. Assignments will be determined on an as-needed basis for which purchase orders will be issued based on services required and CONSULTANT's fee schedule (refer to Exhibit "B"), which is attached to and made a part of this Agreement.

1.3 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.4 Monthly Written Reports. The Project Manager of CONSULTANT shall prepare and submit to the Assistant City Manager a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his/her designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his/her designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY:	Robert K. Moehling, Director of Public Works/City Engineer
Address:	City of Murrieta One Town Square Murrieta, CA 92562
Phone:	(951) 461-6036
Facsimile:	(951) 461-6049
For CONSULTANT:	Jason Bennecke Principal/Executive Vice-President
CONSULTANT:	Southstar Engineering & Consulting, Inc.
Address:	1945 Chicago Avenue Unit C-2 Riverside, CA 92507
Phone:	951-342-3120
Facsimile:	951-342-3148

3. TERM

3.1 The services called for under this Agreement shall be provided by CONSULTANT during the period commencing upon execution of this Agreement and shall continue through June 30, 2025. This Agreement may renew for up to three (3) additional one (1) year terms based on satisfactory performance of the services called for in the Agreement, at the discretion of the City Manager at least thirty (30) days written notice prior to the expiration of the initial term or any subsequent annual renewal.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT for hours worked at the hourly rate specified in the CONSULTANT'S rate and fee schedule in Exhibit "B". The specified hourly rates include direct salary costs, employee benefits, overhead, and fee. The CITY also agrees to pay CONSULTANT for incurred direct costs other than salary costs, and other costs that are identified in Exhibit "A". The total amount payable by the CITY shall not exceed the amount designated on individual purchase orders issued pursuant to this Agreement. Each purchase order will require a scope of services, expected results, project deliverables, period of performance, and project schedule. CONSULTANT shall accept such sums as full compensation for the services listed on each individual purchase order. The rates on Exhibit "B" may be adjusted at the beginning of each fiscal year up to the amount of change in the Consumer Price Index, not to exceed five percent (5%).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. CONSULTANT shall submit monthly invoices to the CITY for CONSULTANT's services rendered, in accordance with the schedule of tasks and charges attached as Exhibit "B", not to exceed the amount of the City issued purchase order. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents, or representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing

services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave, or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to 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 Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$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 Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected

officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Automobile Liability. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL policy shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Murrieta and its respective officers and employees are additional insureds under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the

parties are as set forth in Section 2 above.

10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work, which are in various stages of completion, and, which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

13. DEFENSE AND INDEMNIFICATION

13.1 Indemnity for Professional Liability. Except for the sole negligence or willful misconduct of CITY, CONSULTANT shall, to the fullest extent permitted by law, hold harmless,

protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council and each member thereof, its officers, employees, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent, reckless or wrongful acts, errors or omissions of CONSULTANT in the performance of the professional services under this Agreement and those of CONSULTANT's sub-consultants or anyone for whom CONSULTANT is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder.

13.2 Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance of CONSULTANT, its officers, employees, representatives, subcontractors, or agents under this Agreement regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.3 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

14. CONFLICT OF INTEREST

CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.1 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.2 Prior to or concurrent with making any recommendation of any products or service

for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.3 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related

entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

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

CITY OF MURRIETA

Name of Consultant

Lisa DeForest, Mayor

Jason Bennecke, Executive Vice President

Name/title of signatory



Signature

ATTEST:

Amr Abuelhassan, CFO

Name/title of signatory

Cristal McDonald, City Clerk



Signature

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer). See California Corporations Code section 313.

EXHIBIT A

Scope of Services

June 15, 2023

EXHIBIT A – SCOPE OF SERVICES

City of Murrieta
Attn: Mr. Bob Moehling
Public Works Director / City Engineer
Public Works Department
1 Town Square
Murrieta, CA 92562

RE: Proposal for In-House Consultant Project Management Services – I-215/Keller Interchange
– Caltrans EA 08-0Q220

Dear Mr. Moehling,

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the City of Murrieta for granting the opportunity to submit this proposal for project management services to deliver the I-215 / Keller Road interchange project. I am the proposed project manager, prepared to work remotely and as needed in person, under your direction, as the City's Public Works Director, to support the City in delivering this critically important project through: 1) the Project Approval / Environmental Document (PA/ED) and 2) the Plans, Specifications, and Estimate (PS&E) / Design Phases.

Experience Counts | With over three decades of civil engineering and transportation delivery experience, and having provided similar project management services for Caltrans, the County of Riverside, and the City of San Luis Obispo, I am intimately familiar with the complex intricacies of navigating through important Caltrans milestones. Please refer to Exhibit A, showing a summary of successful interchanges and bridges delivered (mostly in Riverside County on various interstate freeways), including the I-15 / California Oaks interchange and the I-15 / Los Alamos overcrossing, both within the City of Murrieta. A copy of my resume is included in Exhibit B.

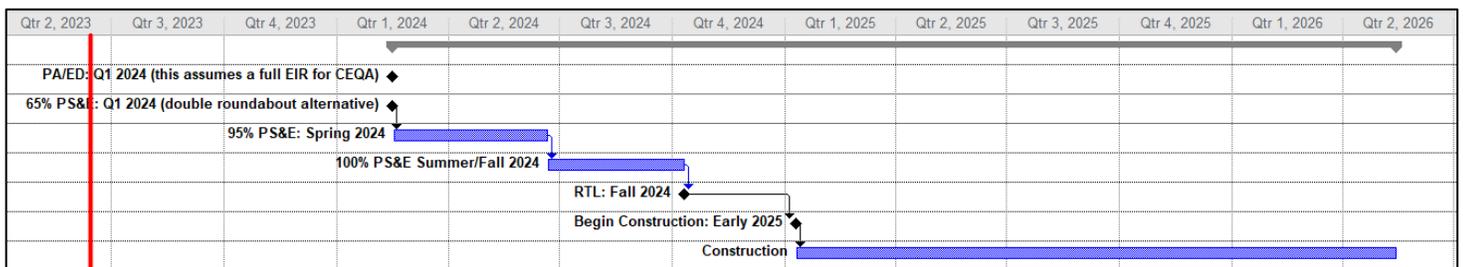
Understanding of Scope | Per our meeting on June 12th, Southstar understands the City needs an appropriately experienced, qualified and certified project manager (I am certified as a Project Management Professional by the Project Management Institute) to work approximately two days per week for the next two years.

Project management tasks will include, but not be limited to: responsibility for all aspects of the project scope, cost, and schedule; communications management; quality management; risk management; consultant management of the PA/ED / PS&E Consultant's (Jacobs')

scope / cost / budget; oversee the approval process for the Freeway Agreement with the California Transportation Commission; oversee the approval process with Caltrans for any/all required agreements (including landscape maintenance agreement, freeway maintenance agreement, electrical maintenance agreement) and appropriate exhibits; oversee right-of-way certification and all related utility/easement/ acquisition/condemnation procedures; finalizing of the Project Report and appropriate levels of CEQA/NEPA environmental reports and documentation; oversee environmental procedures during PS&E, ultimately culminating with an Environmental Certification from Caltrans; oversee 35%, 65%, 95%, and 100% design milestones and supporting reports/documentation, and ultimately obtaining Design Concurrence from Caltrans; facilitating any required City/Caltrans meetings as required and preparing minutes for distribution; providing a monthly (or more frequent) update to the City’s PWD as needed; any/all funding-related documentation and reporting; other duties as required by the PWD.

After reviewing the available project information, historical timeline, and speaking with the Jacobs Project Manager and the Caltrans Senior Environmental Planner, I am confident that with a few minor personnel adjustments and pivot in project delivery strategy, the City’s team will be able to accomplish the following proposed schedule milestones:

- PA/ED: Q1 2024 (this assumes a full EIR for CEQA)
- 65% PS&E: Q1 2024 (for the preferred alternative No. 5, the spread diamond “double roundabout”)
- 95% PS&E: Spring 2024
- 100% PS&E Summer/Fall 2024
- RTL: Fall 2024
- Begin Construction: Early 2025
- End Construction: Mid-2026 (assuming 15 months construction duration)



The proposed rate for project management services is \$256/hr, with no foreseeable increases.

It is proposed to allow for two (2), one-year extensions as needed at the sole discretion of the Public Works Director, rates and number of hours to be determined at that time.

The following fee schedule table is provided in Exhibit B.

City of Murrieta
I-215 / Keller Road I/C Proposal
Southstar Engineering – Jason Bennecke, PE, MBA, PMP

I am ready and able to start work immediately and am looking forward to successfully delivering this important local and regional project for the City of Murrieta. Thank you once again for the opportunity to provide this proposal and qualifications to the City of Murrieta.

If you have any questions, please feel free to contact me.

Respectfully submitted,



Jason Bennecke, PE, MBA, PMP
Principal / Executive Vice-President
Southstar Engineering & Consulting, Inc.

attachments: Summary of successful interchanges delivered
Resume for Jason Bennecke

Jason Bennecke, PE, MBA, PMP | Project Manager

BIOGRAPHY



Mr. Bennecke has over 30 years of extensive civil engineering and management experience while working on large transportation projects in different capacities. As a full-time Project Manager at Caltrans District 8 from 2008-2014, he was responsible for successfully delivering and maintaining a project portfolio worth over \$500 million, mostly interchange reconstruction projects in various stages of PA/ED, PS&E, and Construction. He successfully guided ten (10) separate interchange projects in Riverside County through the project development and construction phases. His practical design experience includes design of roadways, streets, street lighting, drainage channels, drainage structures, storm drains, sanitary sewer, and structural work. He has broad experience in project coordination with local agencies, funding partners, Local Assistance, Caltrans, utility companies, cities, state agencies, and private property owners.

CV

Education

- Master of Business Administration (MBA), Corporate Management, CSUSB
- BS, Civil Engineering, Cal Poly Pomona

Professional Registrations

- Professional Civil Engineer, CA #58808
- CA General Building Contractor, #921267CA
- Real Estate Broker, Lic #01332170
- Certified Project Management Professional, PMP #1443915

Experience

- 15 Years with Southstar | 30+ Years in Role

Benefits to the Project

- Significant experience on large scale paving, highway and bridge construction projects
- Significant experience with risk mitigation and constructability reviews
- 30+ years working with and for Caltrans District 8 in San Bernardino, resulting in extensive knowledge of Caltrans procedures and policies
- Extensive claims resolution experience

I-15/Cajalco Interchange Corona

Corona, CA – Project Manager

Mr. Bennecke was responsible for guiding this project which has reconstructed the interchange located on Interstate 15 (I-15) at Cajalco Road from Temescal Canyon Road to Bedford Canyon Road. The \$50 million dollar investment included the widening of Cajalco Road from a two-lane bridge to a six-lane overcrossing bridge on a new alignment north of the existing bridge. In addition, the bridge included a striped median, outside shoulders and a sidewalk on the southern side. Mr. Bennecke was able to successfully deliver this project despite its external challenges such as local mountain fires. Nonetheless, the project was still delivered ahead of schedule saving the City of Corona unnecessary costs.

San Pablo Ave Streetscape Phases I & II Projects

Palm Desert, CA – Project Manager

Mr. Bennecke was responsible for providing project management for these two construction management and inspection services projects. The projects were fully funded with City Funds, however, Mr. Bennecke ensured to document the project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual, the Construction Manual Supplement for Local agency Resident Engineers, the Local Assistance Procedures Manual (LAPM) and the Local Agency Structure Representative Guidelines requirements and as directed by the City Engineer.

La Quinta Complete Streets Improvements Project

La Quinta, CA – Project Manager

Mr. Bennecke was responsible for providing project management services for this construction management, inspection, survey, and materials testing project. The project was partially funded with State Only Active Transportation Funds, and therefore we documented the Project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual and the Local Assistance Procedures Manual (LAPM) requirements and as directed by the City Engineer. Careful consideration was taken to develop a construction schedule based on the approved Stage Construction plans. The construction staging and schedule was developed to minimize impacts to the businesses and school during the season (November to April) and to minimize detours and closures to keep traffic flowing at all times. As such, the Project was broken down into three phases.

City of San Luis Obispo – Project Manager – US 101 / LOVR Interchange – EA 05-0H730**San Luis Obispo, CA – Project Manager**

Mr. Bennecke was responsible for managing all aspects of this \$20M project (scope, cost, schedule), in addition to the entire bid process (hiring CM firm, advertising, RFI's, bid analysis, etc.), ensuring quality deliverables from construction management staff and contractor/sub-contractors, safety of project site, continuous coordination with Caltrans, coordination with other City departments and projects, processing monthly invoices for reimbursement from Caltrans, extensive utility coordination with PG&E, SoCal Gas, UMAN, and AT&T, single focal point for public outreach efforts, and more. He saved the city millions of dollars in utility relocation fees, schedule savings, and construction costs.

SR-60 / Moreno Beach & Nason Interchanges, Caltrans EAs 32300, 32301, 32302, and 32303**Moreno Valley, CA – Project Manager**

In his capacity as Caltrans Project Manager, Mr. Bennecke was instrumental in coordinating the successful delivery through the PA/ED, PS&E, and Construction phases for the various projects associated with these two interchanges. Mr. Bennecke assisted the Moreno Valley Project Manager, Ms. Margery Lazarus, when critical funding and construction issues arose. Scope of work for Nason was a complete interchange reconstruction, with a new overcrossing and four new ramp alignments, landscaping, utility relocation, and more. Scope of work at Moreno Beach included new ramp alignments for the EB direction.

I-15 French Valley Parkway (Phases 1 & 2), Caltrans EAs 43271 & 43272**Temecula, CA – Project Manager**

Mr. Bennecke served as the Caltrans project manager for the French Valley Parkway project that was originally initiated in 1996 and the PSR was approved in 2007. The PA/ED phase for both projects was approved in 2010 and Design immediately proceeded with Phase 1, which consisted of constructing a new SB off ramp at French Valley Parkway and widening of the existing SB off ramp at Winchester Rd. PS&E for Phase 1 was completed in August 2011 with the help of Southstar's Jason Bennecke, who had been the designated Project Manager for the project between spring 2011 and 2014. The scope of work for Phase 1 involved constructing the remainder of a new French Valley Parkway Interchange in the City of Temecula on I-15 between the Winchester Road Interchange and the I-15/I-215 junction. Specifically, these projects consist of constructing a six-lane arterial from Jefferson Street to Ynez Road, connecting ramps, northbound and southbound auxiliary lanes, collector/distributor lanes (3 NB & 3 SB), and related drainage improvements. The purpose of these projects with a combined total cost estimate of nearly \$180 million is to accommodate increased traffic, reduce traffic congestion, improve traffic safety, improve reliability of goods movement, and reduce people/goods movement conflicts.

I-15/Cajalco Interchange, Caltrans EA 0J610**Corona, CA – Project Manager**

Mr. Bennecke was responsible for guiding this \$55 million interchange reconstruction project to successful PA/ED in the summer of 2009. Extensive negotiations were necessary among RCTC, Caltrans environmental/design staff, the City of Corona, and FHWA. The Modified Access Report was ultimately approved in 2010 by FHWA after careful planning, strategizing, and negotiating with FHWA.

Caltrans District 8 - On Call Project Management**Various Locations, CA – Project Manager**

Mr. Bennecke was responsible for maintaining project portfolio of 15 separate in-house and oversight transportation improvements totaling in excess of \$500 million in an effort to successfully deliver high quality projects on time and within budget. Highlights include successful delivery of ARRA-funded Bob Hope/Ramon Rd I/C project on I-10 in Coachella Valley, the Valley Way I/C reconstruction project on SR-60, completion of PA/ED for the Cajalco I/C reconstruction project on I-15, completion of PA/ED of the Clinton Keith I/C reconstruction project on I-15 in Wildomar, completion of PS&E approval for Nason improvement projects on SR-60 in Moreno Valley, and completion of the **PS&E approval and ultimate construction for the I-15 / California Oaks interchange reconstruction project in City of Murrieta.**

I-10/Bob Hope Drive Interchange, Caltrans EA 45600**Rancho Mirage, CA – Project Manager**

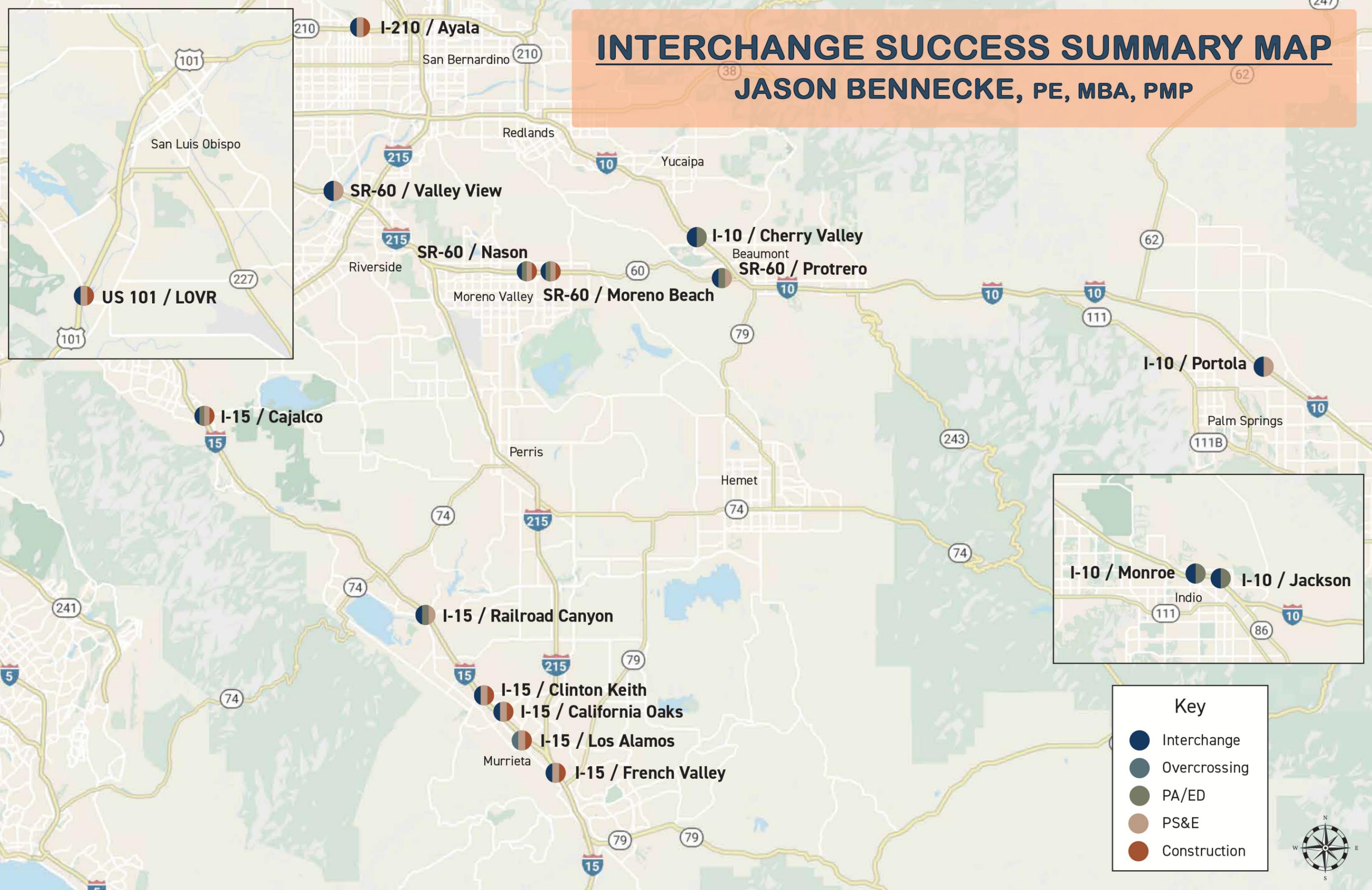
Mr. Bennecke served as project manager for this project which involved the construction of the Bob Hope Drive bridge and extension with a new diamond interchange near Rancho Mirage from 1.5 KM west to 0.9 KM east of Ramon Road Interchange. The project had significant coordination with the Agua Caliente Tribe, BIA, the City of Rancho Mirage, the Coachella Valley Association of Governments (CVAG), the Union Pacific (UP) and the Riverside County Transportation Department (RCTD). Mr. Bennecke was instrumental in obtaining \$35 million in ARRA funds, which required extensive coordination with HQ Federal Resources, CVAG, RCTD, RCTC, and FHWA to meet very tight and strict funding deadlines.

I-15 – Slab Replacement, Caltrans EA 0K300 - Project Manager

Mr. Bennecke served as project manager on this project. The HG SHOPP coordinator guaranteed funding of about \$6 million for construction if the project could be RTL'd by fall 2010. At the time, the project had not started PS&E. Mr. Bennecke accepted the challenge and quickly went to work negotiating time frames for the tasks of PS&E, DOE, and HQOE to get to RTL within 9 mo. Construction completed 1 month ahead of schedule and under budget.

INTERCHANGE SUCCESS SUMMARY MAP

JASON BENNECKE, PE, MBA, PMP



US 101 / LOVR

I-210 / Ayala

SR-60 / Valley View

SR-60 / Nason

I-10 / Cherry Valley

SR-60 / Protrero

SR-60 / Moreno Beach

I-10 / Portola

I-15 / Cajalco

I-15 / Railroad Canyon

I-10 / Monroe

I-10 / Jackson

I-15 / Clinton Keith

I-15 / California Oaks

I-15 / Los Alamos

I-15 / French Valley

Key

- Interchange
- Overcrossing
- PA/ED
- PS&E
- Construction



EXHIBIT B

Schedule of Rates and Charges

EXHIBIT B - SCHEDULE OF RATES AND CHARGES

Southstar Engineering and Consulting, Inc. Cost Proposal - Project Manager - I-215 / Keller Interchange					
Name	Role	Weeks	Total Project Hours	Hourly Rate	Total Cost
Jason Bennecke, PE, MBA, PMP	Project Manager	104	1664	\$ 256.00	\$ 425,984.00
Southstar Subtotal					\$ 425,984.00
Contingency (10%)					\$ 42,598.40
Total Task Order					\$ 468,582.40