

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
MONUMENT ROW**

Project Name/Description (“**Project**”): I-215/Keller Road Interchange, CIP No. 8449

Contract Number:

Consultant Name (“**Consultant**”): Monument ROW

Consultant Business Type: Corporation

Consultant Address: 200 Spectrum Center, Suite 300, Irvine, CA 92618

Consultant Representative Name and Title (“**Consultant Representative**”): Amber Costello /
President

Consultant Representative Work Phone and Email: (800) 577-0109 / info@monumentrow.com

Termination date: June 30, 2029

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): \$382,682.16

City Department Contact (“**Department Contact**”): Robert K. Moehling, Director of Public Works

Department Contact Work Phone and Email: (951) 461-6036 / bmoehling@MurrietaCA.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): Yes

RECITALS

The City desires to contract with a Consultant to provide professional services, specifically construction management and inspection services, for the I-215/Keller Road Interchange Project, CIP No. 8449, as further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and, after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

AGREEMENT FOR PROFESSIONAL SERVICES WITHIN THE CITY OF MURRIETA (“CITY”)

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and Monument ROW, a California municipal corporation (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all the terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any federal, State, or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall

indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system, and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws. Pursuant to section 1773 of the Labor Code, 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, 1778 1755, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws. 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 Consultant or by any sub-consultant under Consultant, in violation of the provisions of this Agreement.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

- 1.9 Monthly Written Reports.** The Consultant shall prepare and submit to the City's Department Contact, 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 and submit it by the second Friday of each month.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference, on a time and materials basis, not to exceed the Contract sum of Three Hundred Eighty-Two Thousand Six Hundred Sixty-Two Dollars and Sixteen Cents (\$382,682.16). Compensation may include reimbursement for actual and necessary expenditures, if specified in the Schedule of Compensation and approved by City in advance. Reimbursement for Other Direct Costs (ODC), materials testing, and survey costs shall not exceed the rates specified in the approved Cost Proposal as outlined in Exhibit C.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice by the first business day of each month in which Consultant wishes to receive payment. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4, and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- 2.3 Retention of Record / Audit.** For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the

Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

2.4 Audit Review Procedures.

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- D. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations

(IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
 3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for

all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

2.5 Subcontracting.

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the City's obligation to make payments to the Consultant.
- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Consultant's approved Cost Proposal.
- C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by the City.
- E. Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each

subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the City from progress payments due to Consultant. Consultants and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subconsultant.

- 2.6 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. The City may modify or alter the proposal, reject the proposal in its entirety, or direct the submission of a new proposal which may be accepted, altered, or rejected at its sole discretion. Upon written approval of any Additional Services, including costs by Consultant and City, Consultant shall perform the Additional Services, and City will pay 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, certified by proper officers of Consultant.

2.7 Evaluation of Consultant.

Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

2.8 Prompt Payment.

A. PROMPT PAYMENT FROM CITY TO CONSULTANT

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and prorated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

- (1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The City must return any payment request deemed improper by the City to the Consultant as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the Consultant must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information and address any prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

- 3.2 Term.** The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both Parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

- 3.3 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference.

- 3.4 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City’s determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of this Agreement pursuant to this Section.

3.5 Safety.

A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability, and reputation of the representative were a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for the City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager, or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees, or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents, or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents, or subcontractors, are officers, employees, or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents, or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents, or subcontractors, for injury or sickness arising out of

performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder, nor may any interest in this Agreement be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverage.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Consultant agrees, to the full extent permitted by law, to indemnify, defend, and hold harmless City and its elected and appointed officers, employees, and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration, or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or

actions filed or threatened in connection with any such Claims or Liabilities, or at the option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) The indemnity obligation herein shall be binding on successors, assigns, and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so, Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2.2) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error, or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Insurance Coverage. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to

perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder, or for the period required by law, whichever is greater. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law, including but not limited to the California Public Records Act.

- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City’s Contract Manager. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from

Consultant for any damages, costs, and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct. 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 fails to so advise City and, as a result of the use of any programs or materials developed by Consultant under this Agreement, City is 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. As concerning, regarding, or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding; and c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant; however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon fifteen (15) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In the event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity, or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein. No retainage will be withheld by City from progress payments due to the Consultant. Retainage by the Consultant or subcontractors is prohibited, and

no retainage will be held by the Consultant from progress due subcontractors. Any violation of this provision shall subject the violating Consultant or subcontractor to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subcontractor performance, or noncompliance by a subcontractor.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any

appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. 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. Prior to or concurrent with making any recommendation of any products or services 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.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

8.4 National Labor Relations Board Certification.
In accordance with Public Contract Code §10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

8.5 Debarment and Suspension Certification.

A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

8.6 Prohibition of Expending City, State, or Federal Funds for Lobbying.

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- D. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

8.7 Rebates, Kickbacks or other Unlawful Consideration. The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

8.8 Non-Discrimination Clause and Statement of Compliance.

- A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.
- E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in

the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to 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, which provides a receipt showing date and time of delivery, (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta, California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement, including the attachments hereto, is the entire, complete, and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements, and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.
- 9.8 Federal Funding.** As federal funding is being utilized to fund part of the Project, as indicated on the Cover Page of this Agreement, the terms of Exhibit F are hereby incorporated herein by this reference.
- 9.9 Cost Principles and Administrative Requirements.**
- A. The Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
 - B. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to City.
 - D. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- 9.10 Contingent Fee.** Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the

right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9.11 Equipment Purchase.

- A. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by City's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
 - 1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

9.12 Evaluation of Consultant. Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to Consultant for comments. The evaluation, together with the comments, shall be retained as part of the Agreement record.

9.13 Non-liability of City Officers and Employees. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is

valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. City has the option to void the Agreement under the termination clause pursuant to Section 7.2, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE 10. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Title VI Assurances. In addition, the consultant must include the Title VI Assurances in all subcontracts to perform work under the contract.

10.1 Compliance with Non-Discrimination Regulations. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees as follows; a) compliance with Regulations, Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement; b) nondiscrimination, Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in the regulations, solicitations for sub-agreements, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin; d) information and reports, Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or FHWA to be pertinent to ascertain compliance with such regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information, e) sanctions for noncompliance, in the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the City

shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii) cancellation, termination, or suspension of the Agreement, in whole or in part, f) incorporation of provisions: Consultant shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the City or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the City enter into such litigation to protect the interests of the City, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10.2 Nondiscrimination Statutes and Authorities. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin)

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the

programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Effective Date:

Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney
Date:

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Provide turnkey Right of Way consulting services and coordinate specified tasks related to the I-215 / Keller Road Interchange project (Caltrans EA 08-0Q220). A full scope of services is provided in the proposal attached in Exhibit "A-1", pages 16-21.

II. In addition to any other requirements of this Agreement, during the performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status of reports:

Regular project schedule updates, progress submittals, bi-monthly progress meetings, monthly progress meetings.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.

IV. Consultant will utilize the following personnel to accomplish the Services:

Joey Mendoza; Kim Bibolet; Curtis Bibolet; Ryan Humphry; Cami Stigall; Alex Flores; Adam Bogorad; Krystal Thompson; Tiffany McCloud; Christie Santalucito.

EXHIBIT "A-1"



SUBMITTED AUGUST 27, 2025

**PROPOSAL FOR
RIGHT-OF-WAY SERVICES**

I-215 / Keller Road Interchange Project



**PREPARED BY
MONUMENT**

200 Spectrum Center
Suite 300
Irvine, CA 92618
Ph: 800.577.0109
monumentrow.com

**PREPARED FOR
CITY OF MURRIETA
DEPARTMENT OF
PUBLIC WORKS**

Attn: Jason Bennecke, PE,
MBA, PMP, Project Manager
Department of Public Works
1 Town Square
Murrieta, CA 92562



City of Murrieta
Department of Public Works
1 Town Square
Murrieta, CA 92562
Attn: Jason Bennecke, PE, MBA, PMP, Project Manager

August 27, 2025

Proposal for Right-of-Way Services For The I-215 / Keller Road Interchange Project

Dear Mr. Bennecke,

Monument ROW (Monument) is pleased to submit our proposal to the City of Murrieta (City) for Right-of-Way Services for the I-215 / Keller Road Interchange Project (Project). We understand the City requires comprehensive services including project management, property appraisal, acquisition, easement negotiation, utility coordination, and right-of-way certification. Monument is currently working with the City to support the Project's planning phase and explore opportunities to expedite the right-of-way phase and obtain certification through Caltrans District 8 by February, 2026. By analyzing the initial design performed by Jacobs we have been able to identify and confirm the Project's right-of-way requirements and begin the early acquisition approval process with Caltrans staff, positioning us to immediately begin the acquisition phase and support the City's accelerated timeline and Project goals.

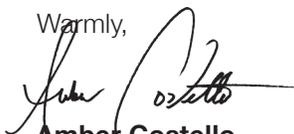
With a strong track record of securing right-of-way certification through Caltrans District 8, extensive corridor experience along the I-215, and a thorough understanding of the City's processes, Monument brings the continuity, local knowledge, and collaborative approach needed to ensure seamless integration and immediate project momentum.

Subconsultants: Santolucito Dore Group will provide appraisal review services.

Office Location & Point of Contact. All services will be performed by staff working and living in the Inland Empire who are within a short drive of the City offices and Project location. Our corporate office is located at 200 Spectrum Center, Suite 300, Irvine CA 92618. Joey Mendoza, Program Manager, Principal and COO is authorized to bind Monument and can be reached directly at 949.378.0687 or electronically at jmendoza@monumentrow.com.

Monument was established with the intent to provide true expertise and focused client service, and that is exactly what we do. We are confident that the attached proposal clearly shows that Monument is the best choice to support the Project. We are proud of our long-standing relationship with the City and look forward to continuing our partnership.

Warmly,



Amber Costello
PRESIDENT | MONUMENT

**This proposal will remain valid for a minimum period of ninety (90) days from the submission date
***We acknowledge receipt of the addendum released on 8/21/2025 and have incorporated the modifications into our proposal.
Learn more about Monument at Monumentrow.com*

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4	SECTION ONE Experience and Qualifications
9	SECTION TWO Proposed Project Approach & Organization
16	SECTION THREE Scope of Work & Schedule
22	SECTION FOUR Key Personnel Resumes



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SECTION ONE

Experience and Qualifications



Who We Are.

Monument, a California-based S corporation, is a full-service real estate and right-of-way company providing exceptional service, strategic planning, innovation and timely delivery. We serve local, state and federal agencies, transportation authorities and engineering partners to help complete public infrastructure projects throughout California. At Monument, we understand the difference an experienced, solutions-minded right-of-way partner can bring in achieving the goals and objectives of a project, and that's exactly what we are. As a team, we have successfully delivered hundreds of projects that include all of the services requested in the RFP, with our success attributed to our Company motto . . . ***we listen, we innovate, we deliver.***

MONUMENT: *The Right Choice for Murrieta*

Monument offers a uniquely qualified and strategically aligned team that stands out among our competitors to support the City's mission to certify the I-215 / Keller Road Interchange Project in February 2026. The depth of experience across our leadership and staff enables us to provide high-quality, cost-effective services, making us a trusted and capable partner for the City.

Our Management Team

Monument is proud to offer a highly experienced, Project-ready team led by Project Manager Kim Bibolet, Program Manager Joey Mendoza, and Utility Coordination Manager, Curtis Bibolet. Kim has an 18-year track record managing complex capital improvement projects in the Inland Empire, delivering multiple projects for the City, including the Meadowlark and Hot Springs Road Interchanges, and certifying over 30 projects with Caltrans District 8. Joey brings 37 years of right-of-way expertise, having delivered hundreds of projects, including more than 20 design-build programs and over 50 projects with Caltrans District 8 oversight, such as the State Route 74 Interchange and the I-215 Bi-County HOV Gap Closure. With over 16 years of experience providing utility coordination services for major projects on behalf of RCTC, SBCTA and countless cities and counties, Curtis is well known for his collaboration and solid relationships with local utility providers. Backed by a 70+ member team and a thorough understanding of the Project, Kim, Joey, and Curtis can ensure seamless integration and uninterrupted progress.

FOUNDED IN
2018



70+
EMPLOYEES
& GROWING 



Institutional Knowledge

Due to our work with the City during the planning phase, we have a clear understanding of the Project's challenges and have already implemented solutions to overcome them, positioning us to quickly move forward into the right-of-way phase. Monument has worked with Mark Thomas, who has been selected to complete the Project's final design, on countless projects, allowing us to work in tandem with a clear understanding of our respective needs and how to best support each other and the Project. Monument also brings extensive experience along the I-215 corridor and in-depth knowledge of Caltrans District 8 requirements. In fact, we have completed Data Sheets for over 50 projects within District 8 in the past five years, and our relationship with Caltrans staff enables us to fast-track certification, anticipate challenges, and ensure compliance from pre-acquisition through project closeout. Our team also maintains strong relationships with local utility providers who may require coordination to complete the Project, including Southern California Gas, Eastern Municipal Water District, and AT&T. Our combination of Project knowledge, corridor experience, and strong stakeholder relationships positions Monument to provide expedited and effective right-of-way services to the City.

Local Presence

Many of Monument's proposed team members are located within a short drive to City offices and the Project site, and have a strong understanding of the surrounding communities. This proximity allows us to respond quickly to in-person meetings and directly address property owner concerns when needed. It also enables the secure and timely hand delivery of important documents such as agreements, deeds, and checks, ensuring reliable coordination and communication with the City and the Project team.

EXPERIENCE

Monument's highly-experienced multidisciplinary team has partnered with countless public agencies to overcome real estate and property acquisition challenges and complete similar projects. The following projects highlight just a few of Kim Bibolet's recent experience managing highway projects for local agencies, and each one was completed and certified through Caltrans on time and within budget. Additional experience within Caltrans District 8 can be found in Section 2.



STATE ROUTE 55 IMPROVEMENT PROJECT

FOOTHILL GOLD LINE CONSTRUCTION AUTHORITY

REFERENCE CONTACT

Joe Gallardo,
Real Property Manager
t: 714.560.5546
e: jgallardo@octa.net

PROJECT OBJECTIVES The project will widen 3.5 miles of State Route 55 between I-405 and I-5 to increase freeway capacity, improve traffic and interchange operations, and enhance road safety by adding one general purpose lane in each direction.

TOTAL CONTRACT AMOUNT
\$500,000

FUNDING SOURCE:
Federal; State - including STIP, SHOPP, and SB1;
Local - Measure M2

START AND END DATE:
10/2019 - 2024

MONUMENT PROJECT MANAGER:
Kim Bibolet,
t: 949.703.9770 e: kbibolet@monumentrow.com

SCOPE OF WORK 34 properties were impacted, including complex residential properties, 21 commercial properties, 1 hotel, 3 vacant properties, 5 public properties, and 1 railroad property. The Project required the acquisition of partial fee interests, permanent highway easements, permanent footing easements, permanent utility easements, temporary construction easements, and access control rights. The Monument Team developed document formats and led all negotiations with property owners and impacted agencies.

OUTCOME & LESSONS LEARNED Monument worked closely with OCTA to develop a schedule that allowed businesses to continue operating on site after acquisitions were completed. This flexibility proved essential for tenant relocation and demonstrated that extending occupancy timelines can significantly reduce the risk of business goodwill claims.



STATE ROUTE 79 REALIGNMENT PROJECT

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

REFERENCE CONTACT
Hector Casillas, SR/WA,
Right-of-Way Manager,
t: 951.787.7141,
e: hcasillas@rctc.orgt

TOTAL CONTRACT AMOUNT
\$316,000

FUNDING SOURCE:
Local Measure A along with various federal and state transportation sources

START AND END DATE:
8/2024 - Ongoing

MONUMENT PROJECT MANAGER:
Kim Bibolet,
t: 949.703.9770 e: kbibolet@monumentrow.com

PROJECT OBJECTIVES This Project involves the construction of a 12-mile limited access highway through Winchester, San Jacinto, and Hemet to improve regional traffic flow and safety while easing congestion on local roads.

SCOPE OF WORK Acting as the prime consultant for Right of Way services, Monument's scope includes 2 full take acquisitions, 20 partial takes, 2 residential relocations, and 2 business relocations, as well as the acquisition and relocation of the Van Dam Dairy in San Jacinto. Monument's team is responsible for project budgeting, scheduling, property owner negotiations, coordination with the agency's consultant bench, and relocation advisory services.

OUTCOME & LESSONS LEARNED A major project challenge has been a significant funding gap prohibiting full corridor delivery. Despite these constraints, Monument has kept the right-of-way process on track through proactive communication and problem-solving, including working closely with the agency to prioritize key parcels and implement cost-effective strategies to maintain progress. Our collaborative approach and vast experience in the region has proven to be a critical asset to the Project.

SR-47 / VINCENT THOMAS BRIDGE AND FRONT STREET / HARBOR BOULEVARD INTERCHANGE PROJECT

PORT OF LOS ANGELES

REFERENCE CONTACT

Sarah Aziz, PE,
Civil Engineer
t: 760.699.1031,
e: saziz@portla.org

TOTAL CONTRACT AMOUNT

\$52,000

FUNDING SOURCE:

Federal - U.S. Department of Transportation Port Infrastructure Development Program;
State - TCEP/SB1; local - Metro Measure R and POLA Funds

START AND END DATE:

2/2022 - 3/2023

MONUMENT PROJECT MANAGER:

Kim Bibolet,
t: 949.703.9770 e: kbibolet@monumentrow.com

PROJECT OBJECTIVES The Project was designed to improve traffic operations and safety, and reduce vehicle delay and travel time.

SCOPE OF WORK A partial fee take and 2 TCEs were required on one commercial property. Monument supported the Prime consultant with utility coordination and certification efforts while Kim oversaw the budget and schedule, coordinated subconsultants, negotiated with the property owner, attended client status meetings, and prepared the right-of-way certification. Monument's services included title review, appraisals, cost estimates and data sheets, acquisitions, and utility relocation support, working closely with Caltrans to secure certification.

OUTCOMES AND LESSONS LEARNED The Prime consultant, originally tasked with utility relocations, faced challenges coordinating with Charter Communications and SoCal Gas, as well as uncertainty over liability. Monument stepped in to provide strategic guidance that kept the project on schedule and enabled timely right-of-way certification. Through additional research, Monument confirmed that SoCal Gas held full liability, and by drafting a liability-in-dispute Utility Agreement with Charter Communications, the team ensured the project could advance while liability discussions continued. This proactive approach minimized delays and safeguarded the project schedule.

FINANCIAL AND STAFFING CAPACITY

Resources. In addition to our proposed project team, the City will have access to all of Monument's resources, including 45 additional highly qualified staff who will be ready to help ensure the Project's deadlines are met. Monument is known for meeting tight deadlines and adapting to changing priorities, and we are fully capable and prepared to provide all required appraisal, acquisition, utility coordination, and related right of way services to efficiently support the Project and achieve Caltrans certification in February of 2026.

Financial Capacity. Monument is well capitalized, has zero debt, and has remained profitable since our inception. We have never failed to negotiate a contract for which we have been selected, and we have never been terminated from a contract. There is no bankruptcy, pending litigation, planned office closure, impending merger, or any such actual or anticipated financial condition that may impede the ability of Monument to complete the requested services for the City.

A large, bold, lime green number '2' is centered on the page. To its left, a thin, light green line forms a large, irregular shape that resembles a stylized house or a bracket, extending from the top left towards the center. Below the number, the text 'SECTION TWO' is written in white, all-caps, bold font. Underneath that, the subtitle 'Proposed Project Approach & Organization' is written in a smaller, lime green font. The background is a solid dark blue.

SECTION TWO

Proposed Project Approach
& Organization

COMPREHENSIVE PROJECT APPROACH

APPROACH

Monument is currently providing right-of-way planning services for the City in order to help accelerate the Project ahead of receiving final environmental clearance, and we have already submitted an application for early acquisition approval to Caltrans District 8. Project Manager Kim Bibolet will continue to work with the City and design team to verify all right-of-way impacts while identifying potential opportunities for advanced acquisitions, and also help to establish project policies that will expedite City approvals. Curtis will evaluate each utility conflict and work with Mark Thomas to minimize or avoid conflicts where possible, and leverage his established utility relationships to start early relocation discussions if needed. Our team will also engage with Caltrans District 8 staff to initiate early real-time review and pre-approval of acquisition and utility packages ahead of the appraisal and acquisition phase.



Our appraiser, Adam Bogorad, will initiate market data analysis and begin production of core components of the appraisals one month prior to anticipated environmental approval, or upon early acquisition approval, whichever occurs first, which will allow for the completion of all appraisal reports and offer packages approximately 3 weeks after approval while still remaining compliant with federal funding requirements. Kim will instruct our acquisition agents to accompany the appraiser during inspections to begin establishing a rapport with owners and discuss any initial concerns. Santolucito Dore will conduct “over-the-shoulder” reviews with our appraiser during the appraisal process to ensure expedited approval of each report, accelerating the appraisal phase by at least two months.

Acquisition agreements and related documents will be prepared during the appraisal phase allowing offers to be delivered immediately upon environmental clearance or early acquisition approval, and City approval of Just Compensation. We recommend that Mark Thomas accompany our acquisition agents to make their initial offers, allowing each owner the opportunity to get immediate feedback to questions and concerns relating to design features, construction requirements, or schedule. In situations where compensation is the only unresolved issue, Monument will pursue a Possession & Use Agreement, which is sufficient for certification while we continue to negotiate compensation. Further, all acquisition agreements will include a possession clause to allow for certification upon deposit of funds, preventing delays due to unforeseen title and escrow issues.

WAIVER VALUATIONS

Caltrans permits the use of waiver valuations for non-complicated and low-value acquisitions. However, we believe that their use would present too big a risk to the Project. Many properties will not be eligible, and if an owner does not accept a waiver valuation, a full appraisal would still be required, resulting in a 6 to 8 week delay to the entire Project schedule.



Joey and Kim will apply lessons learned from prior District 8 projects to help streamline the certification process and ensure approval on the first attempt. In addition to early communications and engagement, we will work with Caltrans to secure “pre-approval” of each property acquisition and utility relocation package as they are obtained, rather than waiting to seek approval of the entire certification package at the end of the right-of-way phase. This technique was recently very effective on the Mount Vernon Bridge Replacement Project and can potentially save up to 3 months in processing and review time. To further protect the Project schedule, we will submit a draft package to Caltrans staff 60 days ahead of the required certification date, allowing ample time to resolve questions and make any requested revisions.

SCHEDULE

Based on our current involvement with the Project and the pre-acquisition activities that we have already initiated, we are in a great position to meet the City’s goal of certification by February 28, 2026, and we believe that we may even be able to achieve right-of-way certification up to one month earlier. As noted in our comprehensive schedule located on Page 22, we will overlap and expedite tasks where possible that will significantly accelerate our progress. Several of Mark Thomas’ tasks are on the Project schedule’s critical path, and we will work closely with them to ensure that they understand the priorities that will be required to meet our deadlines. This schedule does not account for Caltrans early acquisition approvals, but will still achieve the Project’s certification goals.

There is the possibility that environmental approval may be delayed, making the early acquisition approval even more critical to the City’s schedule. Based on our discussions with Caltrans staff and their responses to our application, we believe that there is a high probability of receiving approval by September 1, 2025, in which case Monument will begin working on the acquisition and appraisal efforts under our current contract with the City to keep progress moving forward ahead of the anticipated award and October, 1, 2025 Notice to Proceed date of this proposal. This will allow us to gain an extra month on the projected schedule and certify well ahead of the February deadline.

Fast-Tracked Project Successes!



I-215 BI-COUNTY HOV
RCTC



BASTANCHURY WIDENING
Yorba Linda



3RD STREET CORRIDOR WIDENING
Inland Valley Development Agency



SR-60 / POTRERO BOULEVARD INTERCHANGE
City of Beaumont

ORGANIZATIONAL CHART



PROJECT DIRECTOR
Ensures the Project meets all state, federal and local requirements, and is delivered pursuant to City policies. Participates in project planning, strategic risk assessment, and program and project management, as needed.

PROJECT MANAGER
Oversees day-to-day operations, manages the schedule and budget, and serves as the primary liaison to City staff and other consultants. Responsible for overall right-of-way services management, certification, and project closeout.

PROJECT DIRECTOR
Strategic oversight, QA/QC, escalation point
FULL-TIME, IF NECESSARY

PROJECT MANAGER
Oversees all ROW activities, including Caltrans Certification
FULL-TIME, IF NECESSARY

UTILITY COORDINATION MANAGER
Utility agreements, notices, relocations
FULL-TIME, IF NECESSARY

UTILITY COORDINATION MANAGER
Responsible for implementation and oversight of the utility coordination process, preparing utility agreements and notices, supporting certification, and ensuring expedited completion of required relocations.

ACQUISITION AGENTS AND SUPPORT STAFF
Highly trained in negotiations, title review, escrow coordination, and document preparation. These team members will facilitate property owner outreach and settlements, and ensure all right-of-way requirements are met to secure project certification.

AGENTS
Acquisition and owner coordination, title review, negotiations

- Ryan Humphrey**
RWA
FULL-TIME, IF NECESSARY
- Cami Stigall**
RWP
FULL-TIME, IF NECESSARY
- Alex Flores**
RWA
FULL-TIME, IF NECESSARY

FEE APPRAISER
Property valuation reports

- Adam Bogorad**
MAI
TASK-SPECIFIC

- LEGEND**
- KEY PERSONNEL
 - REAL ESTATE LICENSE
 - MULTILINGUAL

TITLE & ESCROW COORDINATION
Title research, escrow processing

- Krystal Thompson**
FULL-TIME, IF NECESSARY

PROJECT SUPPORT
Documentation, scheduling, reporting

- Tiffany McCloud**
FULL-TIME, IF NECESSARY

APPRAISAL REVIEW
Independent appraisal review

- Christie Santolucito**
TASK-SPECIFIC

KEY PERSONNEL *Please see the Appendix for full Key Personnel resumes.*



Kim Bibolet, SR/WA, R/W-NAC PROJECT MANAGER



EDUCATION

BACHELORS
Sports Science, University
of Idaho



LICENSES

**REAL ESTATE
SALESPERSON**
State of California
CA#01883565

Kim was chosen to lead the Monument team based on her 18 years of right-of-way and real estate experience, successfully delivering over 100 highway and capital improvement projects with federal funding and Caltrans oversight. A recognized leader in the industry, she has managed complex, multi-disciplinary projects for the City of Murrieta, SBCTA, RCTC, and dozens of other public agencies, overseeing the entire right-of-way process from property acquisition and relocation to utility coordination and Caltrans certification. With deep knowledge of local, state, and federal regulations and a flawless audit record, Kim is known for her proactive, responsive leadership and proven ability to guide diverse teams to achieve project goals.

[Kim] has managed complex, multi-disciplinary projects for the City of Murrieta, SBCTA, RCTC, and dozens of other public agencies

EXPERIENCE

- ★ CALOAKS INTERCHANGE IMPROVEMENT PROJECT
- ★ HEIRLOOM CT IMPROVEMENT PROJECT
- ★ MENIFEE RD IMPROVEMENT PROJECT
- ★ MURRIETA HOT SPRINGS ROAD
- ★ MADISON AVENUE IMPROVEMENT PROJECT
- ★ MEADOWLARK/WHITEWOOD ROAD IMPROVEMENT PROJECT
- ★ GUAVA STREET BRIDGE REPLACEMENT PROJECT



Curtis Bibolet, SR/WA, R/W-AMC UTILITY COORDINATION MANAGER



EDUCATION

BACHELORS
Communications Studies,
Minor in Business,
University of Idaho



LICENSES

**REAL ESTATE
SALESPERSON**
State of California
CA# 02008725

Curtis brings 16 years of experience coordinating utility clearance on road, highway, and transit projects throughout Southern California. He has delivered hundreds of projects for agencies including RCTC, SBCTA and OCTA, forging cooperative relationships with Inland Empire utility owners. Known for quickly resolving owner concerns to avoid legal action, Curtis is recognized for his leadership, collaboration, and proven ability to manage complex utility relocations while anticipating challenges and mitigating delays.



Joey Mendoza, PMP, BROKER

PRINCIPAL IN CHARGE



EDUCATION

COURSEWORK
Business Administration,
California State
University, Long Beach



LICENSES

REAL ESTATE BROKER
State of California
CA# 01144860

With over 37 years in right-of-way and real estate acquisition, including numerous projects throughout the Inland Empire and Caltrans District 8, Joey is a recognized problem solver known for delivering projects on time, on budget, and with cost-saving solutions. His career spans major transportation projects including landmark design-build efforts such as the SR-22 Access Improvement Project, SR-91 Corridor Improvement Project, I-15 Improvement Project, and I-405 Improvement Project. Having managed teams responsible for over 30,000 acquisitions, relocations, and property transactions across the Western U.S., Joey brings deep expertise in federal, state, and local laws, including the Uniform Act and Caltrans procedures.

FACILITIES & RESOURCES

The Project will be managed out of our Irvine office. Monument utilizes the Podio CRM platform, a powerful professional tool for tracking and managing data, storing and securing documents, and reporting status for right-of-way programs. Other capabilities include GIS mapping, appraisal and title tracking software, and communication platforms to coordinate with property owners, contractors, and agency stakeholders.

MANAGEMENT TEAM'S RELEVANT I-215 CORRIDOR EXPERIENCE



Kim
Bibolet

- ★ **MEADOWLARK ROAD IMPROVEMENT PROJECT**
City of Murrieta
- ★ **HOT SPRINGS ROAD IMPROVEMENT PROJECT**
City of Murrieta
- ★ **CALOAKS INTERCHANGE IMPROVEMENT PROJECT**
City of Murrieta, Caltrans District 8 oversight
- ★ **RAILROAD CANYON INTERCHANGE IMPROVEMENT PROJECT ON I-15**
RCTC, Caltrans District 8 oversight



Joey
Mendoza

- ★ **I-215 WIDENING AND STATE ROUTE 74 INTERCHANGE**
RCTC, Caltrans District 8 oversight
- ★ **I-215 BI-COUNTY HOV GAP CLOSURE**
RCTC and SBCTA, Caltrans District 8 oversight



Curtis
Bibolet

- ★ **MAIN STREET I-15 UTILITY POLE RELOCATION**
Caltrans District 8

Kim, Curtis, Joey and the Monument team have contributed to many other dynamic transportation projects throughout Southern California in recent years. Below we showcase our Team's extensive experience successfully delivering Caltrans-compliant projects in District 8.



Riverside County

- ★ SR-91 CORRIDOR IMPROVEMENT PROJECT, RCTC
- ★ SR-91 HOV GAP CLOSURE PROJECT, RCTC
- ★ I-15 EXPRESS LANES PROJECT, RCTC
- ★ I-215 WIDENING PROJECT, RCTC
- ★ SR-74 AT I-215 INTERCHANGE PROJECT, RCTC
- ★ PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) FOR ROUTE 79 REALIGNMENT, RCTC
- ★ PLANS, SPECIFICATIONS & ESTIMATES (PS&E) FOR SR-60 TRUCK CLIMBING /DESCENDING LANE PROJECT, RCTC
- ★ PERRIS VALLEY LINE METROLINK EXTENSION PROJECT, RCTC
- ★ I-15 RAILROAD CANYON INTERCHANGE, RCTC
- ★ MAIN STREET CONSTRUCTION MANAGEMENT, City of Lake Elsinore
- ★ PS&E I-10 / SINGLETON INTERCHANGE ADDING MISSING RAMPS PROJECT, City of Calimesa
- ★ BUNDY CANYON ROAD/SCOTT ROAD WIDENING, City of Menifee
- ★ TEMESCAL CANYON BRIDGE OVER TEMESCAL WASH REPLACEMENT PROJECT, City of Lake Elsinore
- ★ I-15 CONGESTION RELIEF AUXILIARY LANES, City of Temecula
- ★ SR-60/POTRERO BOULEVARD NEW INTERCHANGE, City of Beaumont
- ★ CALOAKS INTERCHANGE IMPROVEMENT PROJECT, City of Murrieta
- ★ GUAVA STREET BRIDGE REPLACEMENT, City of Murrieta
- ★ AUTO CENTER DRIVE GRADE SEPARATION, City of Corona
- ★ PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT FOR JUAN BAUTISTA DE ANZA NATIONAL HISTORIC TRAIL EXTENSION, City of Moreno Valley

San Bernardino County

- ★ LA CADENA OVER SANTA ANA RIVER BRIDGE IMPROVEMENT, City of Colton
- ★ MOUNT VERNON BRIDGE REPLACEMENT PROJECT, SBCTA
- ★ I-15/I-215 DEVORE INTERCHANGE PROJECT, SBCTA
- ★ LAUREL AVENUE GRADE SEPARATION, SBCTA
- ★ PALM AVENUE GRADE SEPARATION, SBCTA
- ★ I-215 AT BARTON ROAD INTERCHANGE PROJECT, SBCTA
- ★ I-10 EXPRESS LANES PROJECT, SBCTA
- ★ I-215 BI-COUNTY LANDSCAPE PROJECT, SBCTA
- ★ STATE ROUTE 60/ARCHIBALD AVENUE INTERCHANGE IMPROVEMENTS, SBCTA
- ★ STATE ROUTE 60/CENTRAL AVENUE INTERCHANGE PROJECT, SBCTA
- ★ I-10/MT. VERNON INTERCHANGE PR&ED/PS&E, SBCTA
- ★ SR-210 LANE ADDITION AND BASE LINE INTERCHANGE IMPROVEMENT, SBCTA
- ★ I-215 HOV GAP CLOSURE, SBCTA
- ★ PINE AVENUE EXTENSION TO STATE ROUTE 71, City of Chino
- ★ PINE AVENUE WIDENING, City of Chino
- ★ BARTON ROAD BRIDGE, City of Colton
- ★ N. FIRST AVENUE BRIDGE REPLACEMENT OVER BNSF RAIL YARD, City of Barstow
- ★ ENGINEERING DESIGN SERVICES FOR ETIWANDA AVENUE GRADE SEPARATION PROJECT, City of Rancho Cucamonga
- ★ ORANGE STREET BRIDGE OVER PLUNGE CREEK OVERFLOW, City of Highland



A large, bold, lime green number '3' is centered on the page. To its left, a thin yellow line forms a large, irregular polygonal shape that extends from the top left towards the center. Another thin yellow line forms a smaller, similar shape at the bottom of the page.

SECTION THREE

Scope of Work & Schedule

PROJECT UNDERSTANDING



The I-215/Keller Road Interchange Project aims to not only greatly enhance community mobility, but also support the continued growth of the City of Murrieta. By upgrading the Keller Road underpass to a major access point for northbound and southbound I-215, the City and the surrounding region will benefit from improved access to hospitals and housing, as well as expanded residential development and commercial opportunities. While the compact diamond design of the new interchange will minimize property impacts, it will be necessary to acquire new rights from 25 parcels, of which 3 are City-owned. The remaining parcels are a mix of vacant and improved residential and commercial properties, along with developer-owned recreational lands and an environmental conservation site, which may present unique challenges.

While not directly impacted by the new interchange design, rights to several parcels will be required in order to install a new road that will restore access to parcels located along the current Antelope Road alignment. Additional discussions may be required with these property owners to explain the need for the new road and to obtain input on their specific access configuration needs. Careful review may be needed for any potential impacts to APNs 384-210-001 & -003, which are owned by Pulte Homes and slated for future development, and APN 384-230-001, which is owned and overseen by the Western Riverside County Regional Conservation Authority (RCA). Due to the unique nature and usage of these parcels, additional environmental and regulatory issues could lead to delays in the standard acquisition process.

Kim Bibolet has built a solid working relationship with Pulte Homes' management group through a variety of projects including the recent Murrieta Hills Roadway Project and the realignment of McElwain Street, and she will be able to quickly engage the appropriate decision makers to expedite these acquisitions. Monument also has a strong ongoing relationship with RCA and its parent agency, RCTC, and we will work closely with the City and Mark Thomas to identify any additional coordination or planning that may be required to keep the project moving forward. Our ongoing involvement with the Project and these critical stakeholders allows us to not only anticipate challenges, but also work proactively to mitigate any possible schedule risks.

SCOPE OF WORK AND MANAGEMENT APPROACH

PROJECT MANAGEMENT

Already familiar with Murrieta's processes and priorities, Kim will continue to lead a streamlined right-of-way program built on clear communication and proactive risk management to help ensure that the Project can obtain Caltrans Certification and meet its schedule goals.

Project Management services will include:

- ✓ Coordinating with the City and project stakeholders to expedite the right-of-way appraisal and acquisition process.
- ✓ Overseeing all right-of-way activities to ensure tasks are completed accurately, and in compliance with Caltrans standards.
- ✓ Working closely with Mark Thomas to monitor project progress and respond to proposed design changes.

- ✓ Preparing and delivering written status reports to communicate progress and flag potential issues.
- ✓ Developing and updating the project schedule to track right-of-way activities from implementation through closeout.
- ✓ Implementing Monument's Quality Control Plan to ensure all maps, forms, documents, and deliverables meet quality standards.

TITLE AND ESCROW

The Monument team includes Krystal Thompson, a 20-year expert in title and escrow, with extensive experience in commercial title research and coordination. Krystal will review PTRs to identify encumbrances and liens, advise on title issues affecting acquisition, and manage the escrow process upon acceptance and execution of offers. Final closing packages and title insurance policies will be delivered to the City immediately following escrow completion.

APPRAISAL SERVICES

Monument's in-house appraiser, Adam Bogorad, will conduct formal appraisals of all impacted properties. All appraisals and appraisal reviews for the acquisition of real property will be prepared in accordance with the URA (49 CFR Part 24) and with the Uniform Standards of Professional Appraisal Practice (USPAP). A single "self-contained" appraisal report will be prepared for each acquisition that will contain, at a minimum, the **following required information:**

- ✓ Description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property).
- ✓ Statement of known and observed encumbrances, if any, along with location, zoning, present use, analysis of highest and best use, and five-year sales history.
- ✓ An analysis of all identified comparable sales, including a description of all physical, legal, and economic factors contributing to property's value.
- ✓ Statement of the value of the real property to be acquired and, for a partial acquisition, a statement of value of the damages and benefits, if any, to the remaining real property.
- ✓ The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

APPRAISAL REVIEW

Monument has proudly worked alongside Christie Santolucito from the Santolucito Dore Group to deliver countless appraisal review reports for local agencies. Christie will conduct a formal review of each appraisal report to ensure that the employed methodologies, analysis and calculations are correct and in compliance with minimum USPAP reporting requirements. Christie will work directly with Adam to discuss and resolve any errors or issues, before ultimately issuing a Review Certificate and recommending approval of the appraisal report.

ACQUISITION AND NEGOTIATION

Kim will be supported by our team of highly experienced agents to coordinate with property owners, prepare offer packages, and acquire all property rights in compliance with the URA and Caltrans Right-of-Way Manual. **Monument will:**

- ✓ Review right-of-way plans, appraisal and title reports, maps, and legal descriptions.

COLLABORATION WITH THE CITY

Our team's past and current experience partnering with the City of Murrieta has allowed us to establish communication protocols and work processes that will continue to benefit the Project. Under Kim's leadership, we will continue coordination with City staff, utility providers, and Caltrans to ensure all parties are in agreement on key milestones and critical path tasks from kickoff to closeout.

- ✓ Prepare offer packages including purchase offers, appraisal summaries, agreements, deeds and all other required documents.
- ✓ Meet with property owners to present offers, explain the project, and address questions.
- ✓ Negotiate in good faith, maintain acquisition files, and secure ROEs, PTECs, licenses, or permits as needed.
- ✓ Submit executed documents to the City along with transaction summaries.
- ✓ Prepare Letters of Recommendation for administrative settlements or recommend condemnation if negotiations reach an impasse, outlining strategy for continued agreement efforts.

EMINENT DOMAIN SUPPORT

In the event that negotiations are unsuccessful or the project schedule necessitates the use of condemnation, Kim will submit a recommendation to the City to initiate the eminent domain process. We will work closely with the City's legal counsel in preparing the Resolution of Necessity hearing notices, providing copies of acquisition files and contact diaries, and assisting with trial preparation, as requested. Settlement negotiations by legal staff may continue until the trial begins, including alternative dispute resolution and negotiations for Stipulated Use and Possession to ensure access to the property to maintain project schedules. Monument has proven to be a valuable asset to our clients and their legal staff when eminent domain proceedings are required.

UTILITY COORDINATION

Monument's Utility Relocation Team, led by Curtis Bibolet, has extensive experience providing utility coordination management for agencies throughout the Inland Empire, and has close working relationships with many local utility providers. Monument utilizes the Caltrans process for utility coordination as our standard protocol to address conflicting utility owners, which contains **the following tasks**:

- ✓ **PREPARATION AND MANAGEMENT** of utility impact estimates.
- ✓ **IDENTIFICATION AND ANALYSIS** of existing utility services and facilities.
- ✓ **PREPARATION AND DELIVERY** of utility verification letters, requesting as-built drawings of all existing facilities.
- ✓ **DETERMINATION** of high/low risk facilities.
- ✓ **PREPARATION AND DELIVERY** of all required Notices to Owners and Utility Agreements.
- ✓ **COORDINATION** of any required potholing efforts or field surveys.

RIGHT-OF-WAY CERTIFICATION

Obtaining Caltrans Certification approval by February, 2026 will be Monument's primary goal, and we will leverage our combined experience and existing relationships with District 8 staff to ensure that it is achieved. We are already working with Caltrans to complete the early acquisition approval process for the Project, we will continue to utilize proven acceleration techniques, **including**:

- ✓ **OBTAINING** pre-approval of all document templates
- ✓ **INSERTING** a Caltrans-approved early possession clause into all agreements
- ✓ **SUBMITTING** each executed agreement and required documentation as they are received, allowing for early review
- ✓ **PREPARING AND SUBMITTING** a draft certification 60 days ahead of expected completion
- ✓ **MAINTAINING** open and consistent communication with Caltrans, Mark Thomas and the City to proactively advance the certification process

Monument knows the certification process and District 8's expectations, and we know how to ensure the Project's schedule is maintained.

PROJECT TRACKING AND REPORTING

Our proprietary Integrated Project Management (IPM) system, built on the Podio platform, tracks every phase of the right-of-way process, from mapping and appraisals to negotiations and closeout. **It delivers:**

- **CASE MANAGEMENT FOR ACQUISITIONS AND RELOCATIONS**
- **SCHEDULE TRACKING TO ENSURE ON-TIME COMPLETION**
- **BUDGET MONITORING WITH TREND ANALYSIS AND VARIANCE REPORTING**
- **REAL-TIME REPORTING FOR OVERALL PROGRESS AND INDIVIDUAL CASE STATUS**
- **CENTRAL DOCUMENT STORAGE FOR QUICK ACCESS**
- **WORKFLOW APPROVALS FOR KEY PROJECT DELIVERABLES**
- **SECURE MOBILE ACCESS FOR UPDATES ANYWHERE**

We also provide GIS-based project mapping to visually track acquisition progress from planning to ribbon-cutting, enabling faster, more informed decisions and ensuring timely delivery of all milestones.

COST CONTROL AND BUDGET MANAGEMENT

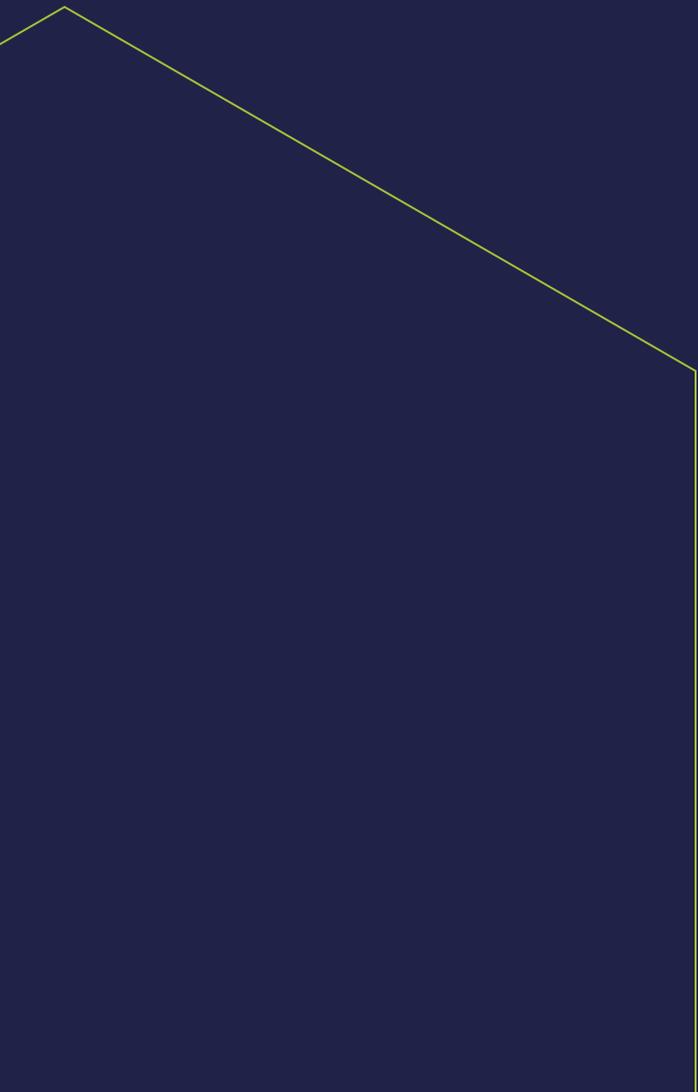
Monument will manage a detailed budget for right-of-way services costs with itemized cost categories for each anticipated acquisition, appraisal, utility relocation, and related costs. Monument's invoicing will be billed monthly and will include an Earned Value Analysis along with a list of tasks and subtasks performed, including the number of hours and dates worked by each team member. Kim will review and approve each invoice to ensure accuracy and to monitor the and update the overall budget, and regularly report status to the City.

STRATEGY FOR BALANCING COST EFFICIENCY WITH ADHERENCE TO SCHEDULE MILESTONES

To maintain cost efficiency without sacrificing schedule milestones or quality, Kim will establish a detailed, parcel-by-parcel project plan that integrates scope, budget, and schedule in one management framework. We set a realistic baseline budget that accounts for Project needs, risk factors, and potential scope changes, then track costs against it in real time. Monument also employs centralized processes that ensure each team member or department is focused on their strengths, maximizing efficiency and optimizing every dollar spent.



As an invested partner in the I-215 / Keller Road Interchange Project, the Monument team is excited to continue contributing to the Project's success. We are confident that our industry experience and expertise in providing highly valuable right-of-way and utility coordination services, along with our skilled, local team, will ensure that the Project can progress uninterrupted and be completed on or ahead of schedule.



4

SECTION FOUR

Key Personnel Resumes





Kim Bibolet, **SR/WA, R/W-NAC**

PROJECT MANAGER

KIM AT A GLANCE



EXPERIENCE

18 YEARS OF EXPERIENCE
4 YEARS WITH MONUMENT



EDUCATION

BACHELORS

Sports Science,
University of Idaho



LICENSES

REAL ESTATE SALESPERSON

State of California,
CA #01883565



AFFILIATIONS

INTERNATIONAL RIGHT-OF-WAY ASSOCIATION

Senior Right-of-Way Agent
(SR/WA), Right-of-Way
Negotiation and Acquisition
(R/W-NAC)

WTS Women's
Transportation Seminar

Kim has been providing invaluable right-of-way management support to transportation infrastructure projects for nearly 2 decades, including extensive work with the City of Murrieta on projects such as the CalOaks Interchange Improvement Project, Menifee Rd. Improvement Project, Meadowlark/Whitewood Road Improvement Project, and the Guava Street Bridge Replacement Project. She is approachable and collaborative, and is widely recognized for her expertise in Caltrans, FHWA, and FTA compliance, consistently delivering federally funded projects on time and audit-ready. Her experience spans every aspect of the right-of-way industry, from strategic planning and project management to complex acquisition, relocation, and utility coordination, making Kim one of the most trusted and qualified professionals in the Inland Empire.

PROJECT EXPERIENCE

SR-79 REALIGNMENT PROJECT

Riverside County Transportation Commission | Riverside, CA

Kim oversees right-of-way delivery for this 12-mile highway improvement project through Winchester, San Jacinto, and Hemet, supporting a right-of-way capital program estimated at approximately \$30 million under a \$400,000 contract. Her responsibilities include managing acquisitions (2 full takes, 20 partial takes), residential and business relocations, and coordination of relocation services for the Van Dam Dairy. Kim leads budgeting, scheduling, negotiations, and oversight of agency consultants, and she has played a key role in helping the agency navigate a major funding gap by prioritizing critical parcels and implementing cost-effective strategies to keep the project moving forward.

I-15 RAILROAD CANYON ROAD INTERCHANGE

Riverside County Transportation Commission | Riverside to Perris, CA

Kim managed the right-of-way process which included 14 parcels in Lake Elsinore that were owned by 9 unique owners. These properties included an In-N-Out restaurant, a Carl's Jr. restaurant franchise, an Arco Gas Station, and a Walmart. Acquisition activities included partial takes, Utility Easements, and the acquisition of TCEs and relinquishment of access rights. All properties were acquired voluntarily, and project certification was obtained ahead of schedule.

GUAVA STREET BRIDGE REPLACEMENT PROJECT

City of Murrieta | Murrieta, CA

As Project Manager, Kim oversaw title services, appraisals, acquisition negotiations, personal property relocations, and escrow coordination for this bridge replacement project over Murrieta Creek. She coordinated with four property owners to secure right-of-way, slope, drainage, and temporary construction easements, and worked closely with one owner to relocate extensive improvements, including exotic animal pens encroaching upon Washington Avenue and Guava Street, back within the property boundary. Kim successfully obtained a Level 1 Certification for this Caltrans oversight project ahead of schedule.



Curtis Bibolet, SR/WA, R/W-AMC

UTILITY COORDINATION MANAGER

As a certified right-of-way professional, Curtis brings extensive expertise in real estate transactions and utility relocation. He has over 16 years of experience managing best practices, regulatory procedures, and logistics for utility relocation projects on behalf of public agencies. With his approachable leadership style, Curtis provides oversight and quality review for Monument agents while focusing on maximizing revenue, clearing encroachments, and mitigating utility conflicts for his clients.

CURTIS AT A GLANCE



EXPERIENCE

16 YEARS OF EXPERIENCE
4 YEARS WITH MONUMENT



EDUCATION

BACHELORS

Communications Studies,
Minor in Business,
University of Idaho



LICENSES

REAL ESTATE SALESPERSON

State of California,
CA # 02008725



AFFILIATIONS

INTERNATIONAL RIGHT-OF-WAY ASSOCIATION

Senior Right-of-Way Agent
(SR/WA) Right-of-Way Asset
Management (R/W-AMC)

WTS Women's
Transportation Seminar

PROJECT EXPERIENCE

ON CALL UTILITY RELOCATION COORDINATION

Riverside County Transportation Commission | Riverside County, CA

Curtis provides comprehensive support for utility identification, relocation, protection, and abandonment activities across a variety of infrastructure projects. He manages coordination with public and private utility owners, including electric, gas, water, cable, and telecom providers, to ensure compliance with project schedules and regulatory requirements. Curtis supports both direct utility coordination and oversight of consultant teams, handling tasks such as conflict identification, permit acquisition, field verification, and preparation of relocation plans and cost estimates. He prepares and reviews essential documentation, including Utility Agreements, Reports of Investigation, Notices to Owners, and Caltrans right-of-way certification packages. With strong working relationships across local utility agencies and a perfect record in Caltrans certification approvals, Curtis plays a key role in minimizing delays, resolving conflicts, and supporting the successful delivery of RCTC projects.

SANTA ANA RIVER TRAIL (SART) PHASE 2

Riverside County Transportation Commission | Corona, CA

Curtis is serving as Utility Coordination Manager for the westernmost phase of the Santa Ana River Trail project, where he is leading the relocation of electric, cable, gas, and waterline facilities. He is coordinating with multiple utility owners, including AT&T, City of Corona, Level 3 Communications, Metropolitan Water District, Santa Ana Watershed Project Authority, Southern California Edison, Southern California Gas, and Sprint. Curtis is responsible for securing permits, approvals, and relocation agreements, maintaining detailed documentation of all utility coordination efforts, and providing regular updates to RCTC and the design team. His proactive management ensures that utility work is aligned with project milestones and delivered without delay.

LA CADENA OVER SANTA ANA RIVER BRIDGE REPLACEMENT PROJECT

City of Colton | Colton, CA

Curtis served as Utility Coordination Manager for the La Cadena Bridge Replacement Project, overseeing the relocation of electric, cable, gas, and waterline facilities to prepare the site for construction. He led all utility coordination efforts, working with utility owners to identify conflicts, secure necessary agreements, and ensure relocations were completed in accordance with project requirements. Curtis was also responsible for preparing and submitting the utility components required for Caltrans Right of Way Certification.



Joey Mendoza, PMP, BROKER

PROJECT DIRECTOR

Joey has over 37 years of experience in right-of-way program and project management and has delivered a broad spectrum of projects including grade separation, highway expansion, and interchange improvement. He has successfully managed and executed over 10,000 acquisitions, relocations and real estate-related transactions for public projects throughout California. He is considered one of the industry leaders in right-of-way program management, preparation of detailed project management plans, cost estimates and budgetary reports for large public sector projects.

JOEY AT A GLANCE



EXPERIENCE

38 YEARS OF EXPERIENCE
5 YEARS WITH MONUMENT



EDUCATION

COURSEWORK

Business Administration,
California State University,
Long Beach



LICENSES

PROJECT MANAGEMENT PROFESSIONAL (PMP)

Project Management Institute

REAL ESTATE BROKER

State of California,
CA #01144860



AFFILIATIONS

INTERNATIONAL RIGHT-OF-WAY ASSOCIATION

WTS Women's
Transportation Seminar

ACEC AMERICAN COUNCIL OF ENGINEERING COMPANIES

PROJECT EXPERIENCE

INTERSTATE 405 IMPROVEMENT PROJECT

Orange County Transportation Authority | Orange, CA

Joey was responsible for the development, implementation, and overall delivery of the right-of-way program required to construct this 16-mile design-build project that improved the I-405 between State Route 55 and the I-605. The project consisted of 288 partial acquisitions impacting residential and commercial properties, motels, public facilities, federal lands, and a regional shopping mall, and required right-of-way certification and release to the design-build contractor in segmented parcel groups. Joey delivered a scope consisting of real estate appraisals, appraisal reviews, parcel mitigation planning, property negotiations, title and escrow, relocation assistance, condemnation coordination, certification, scheduling, cost estimating, risk management, and project closeout. The project boasts a 100% success rate of right-of-way delivered on schedule with no delays to construction and required minimal condemnation due to a high settlement rate. Joey led a think tank that developed new processes which saved OCTA millions of dollars and accelerated the delivery process.

STATE ROUTE 91 CORRIDOR IMPROVEMENT PROJECT

Riverside County Transportation Commission | Riverside, CA

Joey was responsible for planning, managing, and implementing a wide array of right-of-way activities during the environmental phase including strategic planning, cost estimating, and market trend analysis; risk identification and management; public outreach; design-build procurement process; corridor analysis, and early and advance acquisition. He fully implemented and oversaw the entire right-of-way process, policy development, and coordination with state and federal regulatory agencies. This high-profile, politically sensitive design-build project involved over 450 partial and full acquisitions with varying degrees of difficulty, and approximately 250 residential and business relocations.

STATE ROUTE 91 HOV GAP CLOSURE PROJECT

Riverside County Transportation Commission | Riverside, CA

Joey was responsible for this seven-mile freeway widening project through the developed corridor of Downtown Riverside. The right-of-way associated with this project consisted of significant partial acquisitions affecting commercial, retail, and public agency facilities, acquisition of railroad properties, and relocation of several complex businesses. Joey was responsible for overall management and implementation of the right-of-way delivery process, as well as coordination with the various disciplines for project design, right-of-way engineering, appraisal, environmental, RCTC counsel, and Caltrans functional leads.



ATTACHMENT B.1 ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEMENT WITH THE INDICATED STATEMENTS)

The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The Proposal provided reflects any additional addendum(s) issued with respect to this RFQ.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Murrieta pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit J) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFQ, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

Monument ROW

Company Name

200 Spectrum Center Suite 300

Address

Irvine

California

92618

City

State

Zip Code

949.703.9799

()

none

Telephone

Number

Fax Number

Company Type:

Corporation

Partnership

Trust/Estate

Limited Liability Company (LLC)

Individual/Sole Proprietor or single member LLC

Other: _____

Signed By

Amber Costello

Print Name

President

Title



ATTACHMENT B.2 INSURANCE REQUIREMENTS

CONTRACTORS AND/OR CONSULTANTS TO THE CITY OF MURRIETA (CITY,) AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			Each Occurrence	Aggregate
YES	WORKER'S COMPENSATION	Statutory	\$1,000,000	\$1,000,000
		Statutory	\$1,000,000	\$1,000,000
YES	EMPLOYER'S LIABILITY GENERAL LIABILITY	Bodily Injury	\$1,000,000	\$2,000,000
		Property Damage	\$1,000,000	\$2,000,000
		Bodily Injury & Damage Combined	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	Bodily Injury	\$1,000,000	\$1,000,000
		Each Person	\$1,000,000	\$1,000,000
		Each Occurrence	\$1,000,000	\$1,000,000
		Property Damage	\$1,000,000	\$1,000,000
		Bodily Damage and Property Damage, Combined	\$1,000,000	\$1,000,000
YES	ADDITIONALLY INSURED	THE CITY OF MURRIETA IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCILMEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.		



INSURANCE COVERAGE:

- ❖ A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- ❖ A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY
- ❖ DEDUCTIBLE AMOUNTS IN EXCESS OF \$25,000 REQUIRE CITY'S PRIOR APPROVAL.

INSURANCE CERTIFICATES:

- ❖ CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- ❖ UPDATED INSURANCE CERTIFICATES, AS NEEDED, MUST BE RE-SUBMITTED PERIODICALLY DURING THE PERIOD UNDER CONTRACT, INCLUDING ORIGINAL CONTRACT TERM AND ANY ADDITIONAL TERM EXTENSIONS.

ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

- ❖ **PRIMARY COVERAGE:** WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.
- ❖ **CROSS LIABILITY:** THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.
- ❖ **NOTICE OF CANCELLATION:**
IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**DEPARTMENT OF FINANCE
CITY OF MURRIETA
1 TOWN SQUARE
MURRIETA, CA 92562**



ATTACHMENT C

CERTIFICATE OF NON-COLLUSION



ATTACHMENT C – CERTIFICATION OF NON-COLLUSION

Made to: City of MURRIETA

(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.

<u>Amber Costello, President</u> Printed Name and Title	<u></u> Signature
<u>Monument ROW</u> Name of Firm/Company/Corporation	<u>949.703.9799</u> Telephone Number
<u>200 Spectrum Center Suite 300</u> Street Address	<u>Irvine, CA 92618</u> City, State, Zip
<u>acostello@monumentrow.com</u> Email Address	<u>8/27/2025</u> Date



ATTACHMENT D

PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT



ATTACHMENT D – PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

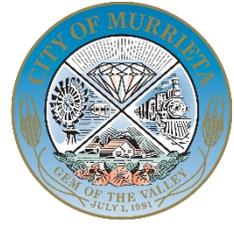
PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. *State "NONE," if none. Use additional sheets as necessary.*

None

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. *State "NONE," if none. Use additional sheets as necessary.*

None

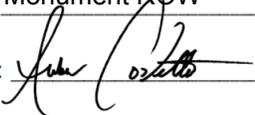


LITIGATION HISTORY:

Check One:

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Monument ROW

SIGNATURE: 

NAME: Amber Costello

TITLE: President

DATE: 8/27/2025

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.



ATTACHMENT E

ACKNOWLEDGEMENT OF EMISSIONS AND CLIMATE POLLUTANT REDUCTION SB 1383



ATTACHMENT E – ACKNOWLEDGEMENT OF EMISSIONS AND CLIMATE POLLUTANT REDUCTION SENATE BILL 1383

ACKNOWLEDGMENT OF SENATE BILL 1383 REGULATIONS

Senate Bill (SB) 1383 establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). The state defines “Organic waste” as food, landscape and pruning trimmings, lumber, wood, manure, cardboard, paper products, printing and writing paper, and other plant and animal-based products. These new regulations were finalized by CalRecycle on November 2020 and will take effect January 2022 Contractor shall use recycled products in performance of the services to the maximum extent doing so is economically feasible. Contractor shall provide a list of recycled product options to City Staff and await written approval once proposed alternatives have been deemed to meet or exceed specifications required to successfully complete the services mentioned herein. For information on SB 1383 is available on CalRecycle webpage <https://www.calrecycle.ca.gov/organics/slcp>

This is to acknowledge that we have read and agree to the Senate Bill 1383 (SB 1383) regarding CalRecycle Organics Regulations as set by the State of California.

Monument ROW

(Firm Name)

Amber Costello, President

(Print name and title of person signing for firm)



(Signature/Date)

8/27/2025

Exhibit 10-1: Notice to Proposers DBE Information
(federally funded projects only)

The Local Public Agency (LPA) has established a DBE goal for this Contract of 22.00 %

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- LPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (see 49 CFR 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation must be collected and reported.

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant’s executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
 - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
 - F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
 - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please [email DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov) for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#). For guidance on how to search for certified firms using the CUCP database, please visit: [DBE Goal Setting | Caltrans](#)

Reset Form

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Murrieta 2. Contract DBE Goal: 22%
 3. Project Description: Construction of New Interchange connection to the I-215 at Keller Road
 4. Project Location: Murrieta, CA
 5. Consultant's Name: Monument ROW 6. Prime Certified DBE: ████

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Real Estate and Right-of-Way Services	CUCP #46456	Amber Costello Monument ROW 200 Spectrum Center, Suite 300, Irvine, CA 92618 949.703.9799, acostello@monumentrow.com	85.5%
Appraisal Review Services	CUCP# 43345	Christie Santolucito, Santolucito Dore Group, Inc. 31600 Railroad Canyon Road, Suite 100-L Canyon Lake, CA 92587 951.225.3500 christie@sdgroupinc.com	9%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	94.5 %
17. Local Agency Contract Number: <u>CIP 20-05</u> 18. Federal-Aid Project Number: <u>5483 (015)</u> Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title			
		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 8/27/2025 12. Preparer's Signature 13. Date Amber Costello 949.703.9799 14. Preparer's Name 15. Phone President 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net



CALIFORNIA UNIFIED CERTIFICATION PROGRAM

February 20, 2024

CUCP# 46456
Metro File #8144

Ms Amber Costello
Monument ROW
8 Cobblestone Court
Laguna Niguel, CA 92677

Subject: Disadvantaged Business Enterprise Certification

Dear Ms Amber Costello:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 541191: TITLE ABSTRACT AND SETTLEMENT OFFICES

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 541618: OTHER MANAGEMENT CONSULTING SERVICES

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at <https://californiaucp.dbesystem.com>. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing DBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net/connect.

Sincerely,

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



DEPARTMENT OF TRANSPORTATION

OFFICE OF CIVIL RIGHTS
1823 14th STREET
SACRAMENTO, CA 95811
Phone: 916) 324-1700
FAX: (916) 324-1862
TTY: 711

February 25, 2020

Christine Santolucito
Santolucito Dore Group, Inc.
31600 Railroad Canyon Road, Suite 100-L
Canyon Lake, Ca 92587

Firm ID: 43345

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Ms. Santolucito

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Regulation 49 CFR Part 26, as amended. This certification is also recognized by all USDOT agencies in California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form of the application package:

NAICS Category Codes	Description
531320	Offices of real Estate Appraisers

Work Category Codes	Description
H6531	Real Estate Appraisers & Brokers
H6532	Commercial Real Estate Appraisers

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at Caltrans' website at <https://ucp.dot.ca.gov/licenseForm.htm>. Any additions and revisions must be submitted to Caltrans for review and approval.

To ensure continuing DBE status, you must submit a No Change Declaration form (which will be sent to you), along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on DBE contracting opportunities, please visit our website at <http://www.dot.ca.gov/hq/esc/oe/>.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,



MARYLEE MIGLINO
Office Chief
Certification Branch

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 8/27/2025 PE/CE

Federal-aid Project No(s) TBD Bid Opening Date 8/8/2025 CON

The City of Murrieta established a Disadvantaged Business Enterprise (DBE) goal of 22 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
<u>None. Monument, the Prime Contractor, is a registered DBE and SBE, and our Appraisal Review subconsultant, Santolucito Dore, is a registered DBE and SBE, surpassing the DBE requirements for this project.</u>	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
-------------------------	------------------------------	-----------------------------

Not Applicable.

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract	
Appraisal Review Services	Y	21	\$35,200.20	9	Santolucito Dore
All other right-of-way services not including title reports	Y	See Cost Proposal	\$326,481.96	85.5	Monument ROW

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Not Applicable.

Names, addresses and phone numbers of firms selected for the work above:

Christie Santolucito, Santolucito Dore Group, Inc.
31600 Railroad Canyon Road, Suite 100-L
CanyonLave, CA 92587
951.225.3500 christie@sdgroupinc.com

Amber Costello
Monument ROW
200 Spectrum Center, Suite 300, Irvine, CA 92618
949.703.9799, acostello@monumentrow.com

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Not Applicable.

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Not Applicable

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Not Applicable - None		

H. Any additional data to support a demonstration of good faith efforts:

Not Applicable Not Applicable



DUNS # & SAM.GOV REGISTRATION CONFIRMATION

MURRIETA (CITY,)

This project includes federal funds, receiving funding from the American Rescue Plan (ARP) program. As such, in order to enter into contract for completion of the project, your organization must meet the following registration requirements:

- DUNS Registration (must be done before Sam.gov registration can be completed)
- Sam.gov Registration

DUNS Registration: (Free 1x registration at www.dnb.com/duns-number.html)

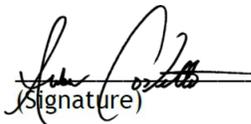
The D&B D-U-N-S® Number is a unique nine-digit identifier for businesses. It is used to establish a business credit file, which is often referenced by lenders and potential business partners to help predict the reliability and/or financial stability of the company in question. D-U-N-S, which stands for data universal number system, is used to and maintain accurate and timely information on +265M global businesses.

SAM.gov (Free 1x registration at www.sam.gov, requires annual renewal (free))

Sam.gov is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. You must have an existing DUNS number to register.

Please note, failure to meet BOTH of these requirements could result in delay of execution of contract or cancellation of entering into contract.

I acknowledge the DUNS and Sam.gov registration requirements listed above must be met in order to enter into contact for the project/program identified.


(Signature)

8/27/2025

(Date)

MURRIETA

Please mark applicable below:

I am already registered with:
- DUNS (My organization's DUNS number is 081339213)
- Sam.gov (My organization's CAGE number is 9EP80)

I have submitted registration request for:
- DUNS (Date Submitted _____)
- Sam.gov (Date Submitted _____)



Federal Procurement: Suspension & Debarment Certification

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred when the transaction is supported by federal funds. Covered transactions include procurement transaction (purchases of goods or services) and non-procurement transactions such as grants or cooperative agreements of any amount.

A suspension is a disqualification from government contracting and subcontracting for a temporary period of time and may be based on indictments, information or adequate evidence involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. Suspension is used on an interim basis pending debarment proceedings.

A debarment is, in general, an exclusion from government contracting and subcontracting for a reasonable, specified period of time and may be based on convictions, civil judgments or fact based cases involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, nonperformance or false statements as well as other causes.

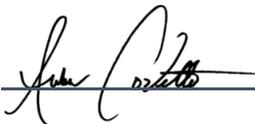
No awards or contracts may be made to debarred, suspended or ineligible parties.

Before awarding any contracts to be paid in whole or in part by federal funds, the contracting party must verify that the contractor is not debarred, suspended or otherwise ineligible to receive federal funds, and documentation of this verification process must be on file.

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Firm/Consultant/Contractor Name: Monument ROW

Authorized Representative Name: Amber Costello, President

Signature: 

Date: 8/27/2025



Federal Procurement: Suspension & Debarment Certification

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred when the transaction is supported by federal funds. Covered transactions include procurement transaction (purchases of goods or services) and non-procurement transactions such as grants or cooperative agreements of any amount.

A suspension is a disqualification from government contracting and subcontracting for a temporary period of time and may be based on indictments, information or adequate evidence involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. Suspension is used on an interim basis pending debarment proceedings.

A debarment is, in general, an exclusion from government contracting and subcontracting for a reasonable, specified period of time and may be based on convictions, civil judgments or fact based cases involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, nonperformance or false statements as well as other causes.

No awards or contracts may be made to debarred, suspended or ineligible parties.

Before awarding any contracts to be paid in whole or in part by federal funds, the contracting party must verify that the contractor is not debarred, suspended or otherwise ineligible to receive federal funds, and documentation of this verification process must be on file.

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Firm/Consultant/Contractor Name: Monument ROW

Authorized Representative Name: Amber Costello

Signature: 

Date: 8/27/2025



ATTACHMENT C – CERTIFICATION OF NON-COLLUSION

Made to: City of MURRIETA

(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.

Christie Santolucito President / CEO

Printed Name and Title

A handwritten signature in blue ink that reads "Christie Santolucito".

Signature

Santolucito Doré Group, Inc.

Name of Firm/Company/Corporation

951-225-3500

Telephone Number

31566 Railroad Canyon Road, Suite 2 PMB 10

Street Address

Canyon Lake, CA 92587

City, State, Zip

christie@sdgroupinc.com

Email Address

8/25/2025

Date



ATTACHMENT D – PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. *State "NONE," if none. Use additional sheets as necessary.*

NONE

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. *State "NONE," if none. Use additional sheets as necessary.*

NONE



LITIGATION HISTORY:

Check One:

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Santolucito Doré Group, Inc.

SIGNATURE: 

NAME: Christie Santolucito

TITLE: President / CEO

DATE: 8/25/2025

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.



ATTACHMENT E – ACKNOWLEDGEMENT OF EMISSIONS AND CLIMATE POLLUTANT REDUCTION SENATE BILL 1383

ACKNOWLEDGMENT OF SENATE BILL 1383 REGULATIONS

Senate Bill (SB) 1383 establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). The state defines “Organic waste” as food, landscape and pruning trimmings, lumber, wood, manure, cardboard, paper products, printing and writing paper, and other plant and animal-based products. These new regulations were finalized by CalRecycle on November 2020 and will take effect January 2022 Contractor shall use recycled products in performance of the services to the maximum extent doing so is economically feasible. Contractor shall provide a list of recycled product options to City Staff and await written approval once proposed alternatives have been deemed to meet or exceed specifications required to successfully complete the services mentioned herein. For information on SB 1383 is available on CalRecycle webpage <https://www.calrecycle.ca.gov/organics/slcp>

This is to acknowledge that we have read and agree to the Senate Bill 1383 (SB 1383) regarding CalRecycle Organics Regulations as set by the State of California.

Santolucito Doré Group, Inc.

(Firm Name)

Christie Santolucito President / CEO

(Print name and title of person signing for firm)

8/25/2025

(Signature/Date)



DUNS # & SAM.GOV REGISTRATION CONFIRMATION

MURRIETA (CITY,)

This project includes federal funds, receiving funding from the American Rescue Plan (ARP) program. As such, in order to enter into contract for completion of the project, your organization must meet the following registration requirements:

- DUNS Registration (must be done before Sam.gov registration can be completed)
- Sam.gov Registration

DUNS Registration: (Free 1x registration at www.dnb.com/duns-number.html)

The D&B D-U-N-S® Number is a unique nine-digit identifier for businesses. It is used to establish a business credit file, which is often referenced by lenders and potential business partners to help predict the reliability and/or financial stability of the company in question. D-U-N-S, which stands for data universal number system, is used to and maintain accurate and timely information on +265M global businesses.

SAM.gov (Free 1x registration at www.sam.gov, requires annual renewal (free))

Sam.gov is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. You must have an existing DUNS number to register.

Please note, failure to meet BOTH of these requirements could result in delay of execution of contract or cancellation of entering into contract.

I acknowledge the DUNS and Sam.gov registration requirements listed above must be met in order to enter into contact for the project/program identified.

A handwritten signature in blue ink, appearing to read "C. Santolucito".

(Signature)

8/25/2025

(Date)

MURRIETA

Please mark applicable below:

I am already registered with:
- DUNS (My organization's DUNS number is 067171201)
- Sam.gov (My organization's CAGE number is S1MZHkMXJ9T3)

I have submitted registration request for:
- DUNS (Date Submitted _____)
- Sam.gov (Date Submitted _____)



Federal Procurement: Suspension & Debarment Certification

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred when the transaction is supported by federal funds. Covered transactions include procurement transaction (purchases of goods or services) and non-procurement transactions such as grants or cooperative agreements of any amount.

A suspension is a disqualification from government contracting and subcontracting for a temporary period of time and may be based on indictments, information or adequate evidence involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. Suspension is used on an interim basis pending debarment proceedings.

A debarment is, in general, an exclusion from government contracting and subcontracting for a reasonable, specified period of time and may be based on convictions, civil judgments or fact based cases involving transportation crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, nonperformance or false statements as well as other causes.

No awards or contracts may be made to debarred, suspended or ineligible parties.

Before awarding any contracts to be paid in whole or in part by federal funds, the contracting party must verify that the contractor is not debarred, suspended or otherwise ineligible to receive federal funds, and documentation of this verification process must be on file.

I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Firm/Consultant/Contractor Name: Santolucito Doré Group, Inc.

Authorized Representative Name: Christie Santolucito

Signature: 

Date: 8/25/2025



Federal Procurement: Suspension & Debarment Certification

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Firm/Consultant/Contractor Name: Santolucito Doré Group, Inc.

Authorized Representative Name: Christie Santolucito

Signature: 

Date: 8/25/2025

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

N/A

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u></u></p> <p>Print Name: <u>Christie Santolucito</u></p> <p>Title: <u>President / CEO</u></p> <p>Telephone No.: <u>951.225.3500</u> Date: <u>8/25/2025</u></p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

There are no special requirements for this project.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**
- III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.** In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT "C-1"



SUBMITTED AUGUST 27, 2025

**PROPOSAL FOR
RIGHT-OF-WAY SERVICES**

I-215 / Keller Road Interchange Project

COST PROPOSAL



**PREPARED BY
MONUMENT**

200 Spectrum Center
Suite 300
Irvine, CA 92618
Ph: 800.577.0109
monumentrow.com

**PREPARED FOR
CITY OF MURRIETA
DEPARTMENT OF
PUBLIC WORKS**

Attn: Jason Bennecke, PE,
MBA, PMP, Project Manager
Department of Public Works
1 Town Square
Murrieta, CA 92562



City of Murrieta
Department of Public Works
1 Town Square
Murrieta, CA 92562
Attn: Jason Bennecke, PE, MBA, PMP, Project Manager

Subject: Cost Proposal for Right-of-Way Services for the I-215 / Keller Road Interchange Project

Dear Mr. Bennecke,

Monument is pleased to submit our Cost Proposal to the City of Murrieta (City) for Right-of-Way Services for the I-215 / Keller Road Interchange Project (Project). We recognize the budget constraints that local agencies often face, and we are committed to providing competitive rates that align with the City's budget. Since the Project will receive federal funding, our pricing is based on Monument's 2024 approved Caltrans Indirect Cost Rate, and we have included a Caltrans 10-H1 form to help facilitate timely processing.

In preparing this cost proposal, Monument has drawn on our current involvement in the Project's planning phase, and our familiarity with the City's objectives and schedule, to develop an approach that focuses on regulatory compliance and urgency, while remaining attentive to the City's budget priorities. We are prepared to seamlessly transition into the right-of-way phase upon authorization and continue supporting the City in meeting its accelerated timeline and ensuring the Project's success.

Sincerely,

Amber Costello
President and CEO
Monument



200 Spectrum Center, Suite 300, Irvine, CA 92618

info@monumentrow.com | 800 577 0109

monumentrow.com

City of Murrieta
I-215/Keller Rd. Interchange Project

		Monument ROW										Total Hours	Total Costs
Name		Joey Mendoza	Kim Bibolet			Curtis Bibolet			Project Coordinator	Project Support Specialist	Project Controller		
Category/Title		Principal In Charge	Sr. Project Manager	Sr. Agent	Agent	Utility Manager	Utility Coordinator						
Billing Rate		\$111.42	\$87.98	\$55.29	\$39.62	\$74.52	\$45.91	\$43.27	\$29.71	\$57.69	\$0.00		
103.26%	Overhead %												
10%	Fee%												
	Direct Rate												
	Billing Rate												
Task 1	Project Management	26	78	0	0	22	18	124	0	2	0	270	\$ 39,661.53
1.1	Meetings and Coordination	16	52			14	18	124				224	\$ 30,447.92
1.2	Progress Reports	4	16			4				2		26	\$ 5,077.68
1.3	Project Schedule	6	10			4						20	\$ 4,135.94
												0	\$ -
												0	\$ -
	Task 1 Percentage of Work	10%	29%	0%	0%	8%	7%	46%	0%	1%	0%		
Task 2	Right-of-Way	25	116	240	442	100	180	180	120	0	0	1403	\$ 158,687.02
2.1	Title Reports		2					12				14	\$ 1,557.25
2.2	Right-of-Way Requirement Maps		2									2	\$ 394.15
2.3	Appraisal Maps		2									2	\$ 394.15
2.4	Appraisals and Appraisal Reviews		8					24				32	\$ 3,902.80
2.5	Negotiations	2	48	240	380			60	80			810	\$ 84,546.74
2.6	Escrow Coordination & Closing		8		42			40	40			130	\$ 11,843.06
2.7	Eminent Domain Support, if needed	2	12					20				34	\$ 4,802.56
2.8	Utility, Caltrans & FHWA Coordination	8	8			80	180					276	\$ 35,438.14
2.9	Caltrans RW Manual and URA Compliance	11	12		10	8						41	\$ 7,333.18
2.1	Report and Documentation for RW Certification	2	14		10	12		24				62	\$ 8,475.00
		2%	8%	17%	32%	7%	13%	13%	9%	0%	0%		
	Direct labor	\$5,682.42	\$17,068.12	\$13,269.60	\$17,512.04	\$9,091.44	\$9,090.18	\$13,154.08	\$3,565.20	\$115.38	\$0.00		\$ 88,548.46
	TOTAL HOURS	51	194	240	442	122	198	304	120	2	0	1673	
													\$ 91,435.14
													\$17,998.36
	Subtotal Labor:	\$12,728.62	\$38,232.59	\$29,723.90	\$39,226.97	\$20,364.83	\$20,362.00	\$29,465.14	\$7,986.05	\$258.45	\$0.00		\$ 197,981.96
	Other Direct Costs												\$ 184,700.20
	Escalation												\$0.00
	Mileage												\$ 1,200.00
	Postage												\$ 1,300.00
	Preliminary Title Reports 21 @ \$1,000/each												\$ 21,000.00
	Appraisals 21 @ \$6,000/each												\$ 126,000.00
	Appraisal Reviews 21 @ \$1,600 - \$1,800												\$ 35,200.20
	TOTAL COST:												\$ 382,682.16

Year 4 \$61.27 + 5% = \$64.33 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period	*	Total Hours per Cost Proposal	=	Total Hours per Period	
Year 1	100.00%	*	1673	=	1673	Estimated Hours Year 1
Year 2	0.00%	*	1673	=	0	Estimated Hours Year 2
Year 3	0.00%	*	1673	=	0	Estimated Hours Year 3
Year 4	0.00%	*	1673	=	0	Estimated Hours Year 4
Year 5	0.00%	*	1673	=	0	Estimated Hours Year 5
Total	100%		Total	=	1673	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated Hours (calculated above)	=	Cost Per Period	
Year 1	\$52.93	*	1673	=	\$88,548.46	Estimated Hours Year 1
Year 2	\$55.57	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$58.35	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$61.27	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$64.33	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$88,548.46	
Direct Labor Subtotal before escalation				=	\$88,548.46	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Joey Mendoza Title*: Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 8/27/025
 Email: jimendoza@monumentrow.com Phone Number: 949.378.0687
 Address: 200 Spectrum Center, Suite 300, Irvine CA 92618

Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Real Estate and Right of Way Services

**Right-of-Way Delivery and Project Management Assumptions:**

- Appraisal mapping and legals & plats to be provided by others.
- Appraisal fees assume no significant impacts to improvements and no significant damages to remainder property.
- Fees based on ability to combine parcels with shared use and ownership into a single offer Title Report, offer package, and appraisal report/review.
- Project Management coordination to include one kickoff meeting and two status meetings per month for a six-month duration.
- 60 Day negotiating period from date of first written offer.
- One offer package per impacted property/owner.

Utility Coordination Assumptions:

- Assumed that the project will bear the expenses for acquiring as-built plans or covering special processing fees if mandated by the utility owner.
- Assumed that there will be 12 utility facilities in conflict, leading to the preparation of Notices to Owners specifically tailored for these 12 facilities.
- Assumed that 7 utility agreements will be required.
- Assumed project engineer to be responsible for updating the utility base plan based on information from utility companies, identifying conflicts, and preparing necessary maps and matrices.
- Assumed the project engineer will generate a Composite Utility Plan displaying all existing utilities within the proposed construction area and those impacted by the project.
- Assumed project engineer identifying and depicting all utility poles on plans, including structure numbers.
- Assumed the project engineer will provide utility companies with required Cad files.
- Assumed that the design for new and relocated utilities will be conducted by the respective utility owners.
- Assumed inspection of utility relocation construction, including obtaining final as-built to be conducted by other entities.
- Assumed the project engineer will review and approve all utility relocation plans.
- Assumed that all utility service meters to be acquisition costs, and the project engineer will handle the application and processing for City meters addresses for new utility services.
- Assumed the costs and efforts related to utility replacement easements, additional property rights, and actual relocation or construction management/inspection are not included within the utility coordination scope and fee.
- Assumed that traffic signals, intersections, and street lighting are part of the project engineer's electrical design plan and not considered utilities.
- Assumed the project engineer will incorporate utility specifications in the final design plans.
- Assumed the project engineer to update right-of-way requirements impacted by relocation of utilities.
- Assumed scope excludes any fees associated with the actual relocation of utility facilities and/or construction management/inspection.
- Assumed that potholing coordination services are not required but could be provided for an additional fee.
- Assumed that ground-penetrating radar services are not required but could be provided for an additional fee.



EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

Right of Way Certification (1, 2, and/or 3W) by Spring 2026, all post Right of Way Certification work completed by June 2029.
- III. The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

EXHIBIT “E”

INSURANCE REQUIREMENTS

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.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.
5. **Cyber:** Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include,

but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors & Omissions

(Only if vendor is providing a technology service (data storage, website designers, etc.) or product (software providers))

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs,

including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT “F”

FEDERAL REQUIREMENTS

Federal law requires that agreements between non-federal recipients of federal awards (including local jurisdictions receiving federal grants) and transferees (subrecipients and contractors) include certain statutory or regulatory language. Most of these requirements are included at 2 C.F.R. Part 200, Appendix II. The following are incorporated into this Agreement as if set forth in full above.

Debarment and suspension. If the Contract Sum exceeds \$25,000, the parties shall comply with debarment and suspension regulations set forth in 2 CFR Part 200, Appendix II (H). When applicable, a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). A SAM exclusion contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Clean Air Act and Clean Water Act. If the Contract Sum exceeds \$150,000, the Contractor/Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1387.

Byrd Anti-Lobbying Amendment. If the Contract Sum exceeds \$100,000, Contractor/Consultant must file, pursuant to 31 U.S.C. § 1352, the required certification relating to prohibitions on the use of federal funds to influence agency staff and congressional staff in connection with obtaining a covered federal award.

Prohibition on certain telecommunications and video surveillance services or equipment. Contractor/Consultant is prohibited from, among other things, entering into a contract to procure or obtain equipment, services or systems that use equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system or as critical technology as part of any system, pursuant to 2 C.F.R. § 200.216. This section also includes restrictions on video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Title VI of the Civil Rights Act of 1964 (and 31 C.F.R. Part 22) (Title VI). Pursuant to 42 U.S.C. §§ 2000d *et seq.*, Contractor/Consultant is required to abide by the policy and procedures codified at 22 C.F.R. Part 141, which stipulates that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Section 503 of the Rehabilitation Act of 1973. Contractor/Consultant shall abide by Section 503 of the Rehabilitation Act of 1973. This law prohibits federal contractors and subcontractors from discriminating in employment against individuals with disabilities and

requires that employers take affirmative action to recruit, hire, promote and retain these individuals.

Age Discrimination Act of 1975 (and 31 C.F.R. Part 23). Contractor/Consultant shall comply with the Age Discrimination Act of 1975. This law prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

If the Scope of Work in Exhibit “A” contains any construction work, the following are incorporated herein:

Equal employment opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order

11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3148 in addition to any California prevailing wage laws in effect.

Copeland "Anti-Kickback" Act. Contractor shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3.

Build America, Buy America Act provisions. The Build America, Buy America Act requires that iron, steel, manufactured products, and construction materials used in applicable federally funded infrastructure projects be produced in the United States. Contractor shall comply with the requirements of the Build America, Buy America Act.

For contracts that employ mechanics or laborers:

Contract Work Hours and Safety Standards Act. Where applicable under 40 U.S.C. § 3701, and if the Contract Sum is in excess of \$100,000 and the Scope of Work in Exhibit “A” includes the employment of mechanics or laborers, Contractor/Consultant shall comply with 40 U.S.C. §§ 3702 and 3704, as stated by Department of Labor regulations at 29 C.F.R. § 5.5 (b)(1)-(4).

For funding agreements involving research work:

Rights to inventions made under a contract or agreement. If the federal award meets the definition of “funding agreement” under 37 C.F.R. Part 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.