

**DESIGN AND CONSTRUCTION RESPONSIBILITY AND REIMBURSEMENT AGREEMENT  
BETWEEN THE CITY OF PLACERVILLE AND THE EL DORADO IRRIGATION DISTRICT**

**FOR THE PLACERVILLE DRIVE BRIDGE REPLACEMENT PROJECT**

**CITY CIP No. 41410 AND EID PN 24027.01**

The City of Placerville, a political subdivision of the State of California (hereinafter referred to as "City"), and the El Dorado Irrigation District, a special district created pursuant to State law (hereinafter referred to as "EID"), hereby agree to the following Design and Construction Responsibility and Reimbursement Agreement (hereinafter referred to as "Agreement") terms set forth below.

City of Placerville Engineering Department is removing and replacing the Placerville Drive bridge over Hangtown Creek (the "Placerville Drive Bridge Replacement Project" hereinafter referred to as "Project"). The work will require relocating EID facilities impacted by the Project.

The following are EID facilities to be removed, abandoned in place, or relocated during the Project:

- Approximately 365 linear feet of 10" water line located within franchise public right of way within the existing alignment of Placerville Drive, a City owned road, need to be removed or abandoned in place. (EID cost item)
- Up to three fire hydrants that are in conflict with the Project need to be removed or relocated. (EID cost item)

The following are EID facilities to be constructed to replace abandonments and removal as needed:

- Installation of approximately 360 linear feet of new 10" water line to maintain service to the adjacent parcels and customers currently served by the existing 10" water main located in Placerville Drive. Work includes attaching the water main to the south side of the new bridge and retaining wall that connects up to the southeast corner of the new bridge, including placing expansion joints to accommodate the seismic movements. (EID cost item)
- Installation of an air relief valve (ARV) at the high point of the vertical profile of the new water main, and installation of gate valves on the water line within the Project limits. (EID cost item)
- Installation of up to three new or relocated fire hydrants. (EID cost item)

Details of the above design scope of work from City's consultant, Dewberry Engineers, are shown on Exhibit A, marked "Scope of Work," and Exhibit B marked "Cost Proposal" incorporated herein and made by reference a part hereof.

EID has requested that the City include the design and installation of new and relocated EID facilities in the City's design and construction bid packages, award documents, and construction contract for the Project. City has agreed to include the design services under an amendment to the

existing Consulting Services Agreement with Dewberry Engineers and under the terms and conditions of this Agreement between City and EID.

An amendment to this Agreement will be prepared at a later time for the construction of said EID facilities.

A. LIABILITY FOR WORK

Cost for facilities shall be allocated between EID and City as follows:

1. City and EID have agreed to the abandonment, relocation, and installation of EID facilities that are in conflict with the Project that are within franchise public right of way and not within an EID easement as further described herein (hereinafter cumulatively referred to as the "EID Relocation Work").

City and EID agree that EID shall be responsible for 100% of the actual costs associated with the design services performed by City's consultant Dewberry Engineers for the EID Relocation Work, as expressly identified in Exhibit B marked "Cost Proposal," incorporated herein and made by reference a part hereof.

- a) The EID cost for the portion of design that EID is responsible for is an amount not to exceed \$125,048.29, as shown on Exhibit B herein.
2. As the design work progresses, City shall submit invoices to EID, no more frequently than monthly, with supporting documentation of the work to be paid by EID that was performed by Dewberry Engineers for the EID Relocation Work. EID shall make payment of the amount indicated on the invoice within thirty (30) calendar days of receiving each invoice, unless an invoice is challenged in accordance with subsection (3) herein below, in which case EID shall make payment of that portion of the invoice which is not in dispute within thirty (30) calendar days of receiving the invoice.
3. In the event that EID challenges any portion of, or any line item shown on, the invoice from City, then EID shall notify City of such challenge, the basis therefore, and provide adequate justification for the challenge, within ten (10) calendar days of receiving said invoice. If the payment of, or adjustment to, any amount challenged by EID cannot be resolved by the parties within thirty (30) calendar days of notification to City of the challenged amount, then both parties mutually agree to resolve the dispute in accordance with the dispute resolution provisions set forth in City's construction contract.
4. In the event that the design scope of work for the EID Relocation Work changes and City's consultant foresees the need for an amendment to their agreement with City, the proposed amendment and cost proposal would be brought to EID for review and approval.

## B. WORK TO BE DONE

1. The consultant used by City for the design of the Placerville Drive Bridge Replacement Project will perform the design for the EID Relocation Work.
2. To include the EID Relocation Work in City's bid package, design plans, specifications, and engineer's estimate must be developed for the work. City shall provide design plans, specifications and estimates to EID for review, and City will incorporate the EID review, comments, and requested changes into the documents. EID will review the plans, specifications, and estimate at the intervals shown in the scope of work, attached hereto as Exhibit A.
3. City bid plans and specifications that incorporate EID's various utility designs, prepared by City, shall be reviewed and approved by EID prior to advertising for bids. EID shall be solely responsible for content accuracy, adequacy, and clarity of the bid plans and specifications pertaining to EID Relocation Work. EID shall have fifteen (15) working days to review and approve the plans and specifications.
4. In addition to content accuracy, adequacy, and clarity, EID review shall include the following scope:
  - a) Conformance of the EID Relocation Work design with EID, applicable Caltrans standards, standard drawings and standard specifications; and conformance with City Engineering Division standards and with the plans, details, and specifications for the Project.
  - b) Ability of the EID Relocation Work design to meet the same performance standards as the existing EID facilities.
5. Three copies of the final construction bid package/contract prepared by City for the Project will be provided to EID prior to construction.
6. During Project bidding, EID's authorized representative may review the lowest responsible, responsive bidder's documents and may provide recommendations, if any, to City within seventy-two (72) hours of bid opening. Notwithstanding that review, City shall have sole authority to reject any or all construction bids, resolve any bid protests, and/or to award the construction contract for the entire work.
7. City shall provide in the Project bid specifications for the Project that the selected contractor shall add EID, and its officials, employees, agents, and representatives as an additional insured on contractor's general liability insurance policy for the Project.

## C. DUTY OF COOPERATION, DEFENSE AND INDEMNITY OF CONTRACTUAL CLAIMS

1. City has agreed to include the EID Relocation Work within its Project on condition that EID remain solely responsible for the design, operation, inspection, relocation, and maintenance of its facilities, and solely responsible for all actual costs associated therewith, and so long as the performance of the EID Relocation Work does not result in any delays to City's Project. Accordingly, EID shall fully cooperate with City in the timely response to all inquiries, notices, and contractual claims asserted by City's contractors

and subcontractors as they pertain to the EID Relocation Work. Further, EID shall fully cooperate and assist City in the resolution and/or settlement of all claims from City's contractor and subcontractors as it relates to the EID Relocation Work. EID shall reimburse City for any amounts paid by City to City's contractor as a result of the settlement or resolution of said claims in accordance with the parties' respective rights and responsibilities under this Agreement.

2. As between EID and City, EID shall bear the sole and exclusive responsibility for any and all errors and omissions, costs associated with delays, claims, penalties, fines, damages, and liabilities of whatever kind or nature arising from the construction of the EID Relocation Work, whether to City's contractor or utility performing work in the Project area. Therefore, to the fullest extent allowed by law, EID shall hold harmless, defend at its own expense, and indemnify City and the officers, agents, employees and volunteers of City from any and all fines, penalties, liability, claims, losses, delays, damages or expenses, including reasonable attorney's fees, and economic or consequential losses, which are claimed to or in any way arise out of or are connected with the construction of EID Relocation Work, inclusive of the design, plans and specifications, excepting only the sole or active negligence, or willful misconduct, of City. Notwithstanding the above, in the event it is ultimately determined that the claim or liability is the result of the joint negligence of City and EID, EID'S obligation to indemnify City shall be reduced to the extent of City's negligence. However, EID's obligation to defend and indemnify City, except for City's sole and active negligence, shall apply in the first instance and until a determination of respective negligence is made. A determination made of respective liability between the two parties may be made either by agreement between City and EID, or by a court of competent jurisdiction and City shall make any reimbursements required as a result of that determination. Each party shall notify the other party immediately in writing of any anticipated claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under the attorney-client privilege.

#### D. GENERAL PROVISIONS.

1. City's construction contract for the Project shall require the contractor to indemnify and save harmless and defend, including attorney fees and expenses, EID, its officials, agents, employees, and representatives from and against any and all claims, liability, losses, and/or causes of action which arise or are claimed to arise from the negligence or willful misconduct of the contractor, its subcontractor(s), or the agents, servants or employees of any of them.
3. City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to design costs incurred by City related to the scope of work detailed in Exhibit A and shall make such materials available for inspection at City's offices at reasonable times during this Agreement, the Project construction contract period, and for three (3) years from the date of final payment. To provide complete information for an audit, the Project billings must show separate detailed and itemized line items of work performed by City's consultant.

4. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to City shall be i addressed as follows:

To City:

City of Placerville  
Engineering Department  
3101 Center Street  
Placerville, CA 95667  
Attn.: Melissa McConnell,  
City Engineer

or to such other location as City directs in writing.

Notices to EID shall be in duplicate and shall be addressed as follows:

To EID:

El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, CA 95667  
Attn.: Brian Mueller,  
Director of Engineering

With a Copy to:

El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, CA 95667  
Attn.: Jon Money,  
Engineering Manager

or to such other location as EID directs in writing.

5. City Officer or employee with responsibility for administering this Agreement is Melissa McConnell, City Engineer, Engineering Department, or successor.
6. The EID Officer or employee with responsibility for administering this Agreement is Jon Money, Engineering Manager, El Dorado Irrigation District, or successor.
7. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
8. This Agreement and the attached Exhibits contain all of the terms of agreement between City and EID. All modifications or amendments to this Agreement must be in writing and signed by both parties.
9. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
10. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

11. The waiver by either party of any requirements, condition or provision of this Agreement shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition, or provision of this Agreement.
12. City and EID understand and agree that this Agreement creates rights and obligations solely between City and EID and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third-person as a third-party beneficiary of this Agreement or any of its items or conditions, or otherwise give rise to any cause of action in any person not a party hereto.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. City and EID agree that the following approvals, permits and authorizations per the contract documents will be obtained by City, City's Consultant, and/or City's contractor prior to the commencement of construction: the SWPPP, City encroachment permit, all discharge permits, trenching and shoring, grading permits and Dust Control Plan and Asbestos Mitigation Plan.
15. An amendment to this Agreement will be prepared at a later time for the construction of the EID Relocation Work.

**Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Melissa McConnell, P.E.  
City Engineer  
Engineering Department  
City of Placerville

Dated: \_\_\_\_\_

**Reviewed & Approved:**

By: \_\_\_\_\_  
EID General Counsel's Office

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**-- CITY OF PLACERVILLE --**

By: \_\_\_\_\_  
M. Cleve Morris  
City Manager  
"City"

Dated: \_\_\_\_\_

Attest:  
Regina O'Connell  
City Clerk

By: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

**-- EL DORADO IRRIGATION DISTRICT --**

By: \_\_\_\_\_  
Jim Abercrombie  
General Manager  
"EID"

Dated: \_\_\_\_\_

Attachments

- A. Exhibit A – Scope of Work
- B. Exhibit B – Cost Proposal

# Scope Of Work

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## Task 21: Waterline Relocation Design

### Assumptions

- No construction staging or temporary waterline will be required as the water main across Hangtown Creek will be inactive during construction with EID being able to back feed the existing system during construction.
- EID to provide depths to the top of the waterline at the valve locations near the bridge, and provide the operating pressures within the existing waterline.
- Plans and technical specifications for the waterline relocation will be included in the CITY's bid package for the Placerville Drive at Hangtown Creek Bridge Replacement Project.
- First order of work item during construction will be to have the CITY's bridge replacement contractor install water valves on the existing waterline on each side of the bridge that are outside of the limits of bridge and retaining wall construction. These valves could then be used to isolate the pipe across the creek during construction and also used later after the pipe is relocated onto the new bridge.
- The CITY's bridge replacement project contractor will perform the waterline relocation work as bid item work as part of a utility agreement between the CITY and EID.
- The relocated waterline and associated supports need to be kept above the bottom of the bridge superstructure due to creek hydraulic requirements.
- The carrier pipe needs to be uncased and attached to south side of bridge due to size constraints.
- 100-ft East of new bridge, waterline will need to cross through the proposed retaining wall at an angle perpendicular to the wall.
- Limits of the waterline relocation will be similar to that shown on the attached Utility Exhibit, dated May 2024.
- An ARV will need to be installed near the west end of the bridge at the high point of the profile of the waterline attached to the bridge.
- Up to three (3) fire hydrants will need to be relocated. Any required temporary fire hydrants will be coordinated with the Fire Department by EID.
- EBAA force balanced flexible expansion joints will be used to accommodate the seismic movements.
- Specifications for the waterline relocation design will follow the Caltrans specifications format that is being used for the overall bridge project, but will also include technical specifications that EID has on their website.
- Up to three (3) coordination meetings to discuss the waterline relocation design will be held at the CITY or EID offices in the City of Placerville, excluding the field meeting that will take place at the start of preliminary design.
- To catch up to the overall schedule of the bridge replacement project, the submittals will consist of the Conceptual submittal, 95% submittal and Final Submittal (no 65% submittal).
- This scope does not include construction support or the preparation of as-built drawings. Cost for these tasks will be based on a time and materials basis, and will be revisited prior to construction when a more accurate estimate based on known design details can be produced.
- No waiver requests will be required from the California Division of Drinking Water for the waterline construction.
- All fees for the City encroachment permit application for the potholing work will be waived since this is for a City project.



### **Project Management/Coordination**

CONSULTANT will provide project management and coordination to add the waterline relocation design scope of services, manage the design work including coordination with both the CITY and EID, and incorporate this work into the overall plans, specifications, and estimate (PS&E) package for the Placerville Drive at Hangtown Creek Bridge Replacement Project.

### **Field Meeting**

At the start of preliminary design, CONSULTANT will attend a field meeting at the project site with EID maintenance staff and the CITY.

### **Potholing**

CONSULTANT will pothole the existing waterline at the proposed tie-in locations of the proposed relocated waterline to the existing line on each side of the Placerville Drive at Hangtown Creek Bridge. CONSULTANT will prepare and submit an encroachment permit application including traffic control plans for the fieldwork. CONSULTANT will survey in field shots at the two pothole locations.

### **Conceptual Design/Basis of Design Memo**

CONSULTANT will prepare conceptual design plans and cost estimate and submit to the CITY and EID approximately one month after the field meeting. CONSULTANT will provide a basis of design memo which outline key assumptions and design parameters.

### **95% Plans, Specifications, and Estimate**

CONSULTANT will prepare design plans that will include the water layout plan and profile, construction details, and structural details for attachments of the waterline onto the new bridge and retaining wall located immediately southeast of the bridge. CONSULTANT will develop technical specifications for the water relocation design based on example technical specifications provided by EID. CONSULTANT will prepare a detailed construction cost estimate for the water relocation design. The construction cost estimate will be based on historical unit costs obtained from recent projects near the Project area, as well as Caltrans' construction cost data. Review comments from the CITY and EID from the conceptual submittal will be incorporated into the 95% submittal.

### **Final Plans, Specifications, and Estimate**

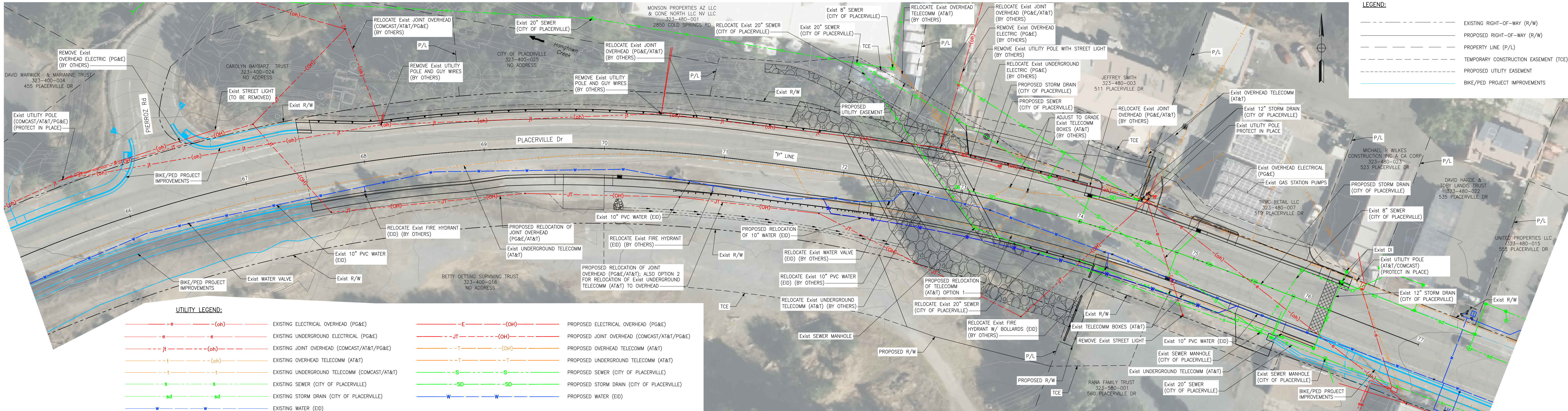
CONSULTANT will update the plans, technical specifications, and construction cost estimate based on review comments provided by the CITY and EID. Written responses to review comments will be included with the submittal package.

### **Bid Assistance**

CONSULTANT will provide clarification and information about the waterline relocation design items shown on the PS&E package during the construction advertising and bidding process. CONSULTANT will assist the CITY in preparing bid addenda to the PS&E during the advertisement period related to the waterline relocation items.

### **Task Deliverables for Conceptual, 95%, and Final Submittals (Bridge Project):**

- Basis of Design Memo (pdf) – Conceptual Submittal
- Waterline Relocation Plans (pdf)
- Waterline Technical Specifications (pdf)
- Construction Cost Estimate (pdf)
- Responses to Review Comments from CITY and EID (pdf)



**LEGEND:**

	EXISTING RIGHT-OF-WAY (R/W)
	PROPOSED RIGHT-OF-WAY (R/W)
	PROPERTY LINE (P/L)
	TEMPORARY CONSTRUCTION EASEMENT (TCE)
	PROPOSED UTILITY EASEMENT
	BIKE/PED PROJECT IMPROVEMENTS

**UTILITY LEGEND:**

	EXISTING ELECTRICAL OVERHEAD (PG&E)		PROPOSED ELECTRICAL OVERHEAD (PG&E)
	EXISTING UNDERGROUND ELECTRICAL (PG&E)		PROPOSED JOINT OVERHEAD (COMCAST/AT&T/PG&E)
	EXISTING JOINT OVERHEAD (COMCAST/AT&T/PG&E)		PROPOSED OVERHEAD TELECOMM (AT&T)
	EXISTING OVERHEAD TELECOMM (AT&T)		PROPOSED UNDERGROUND TELECOMM (AT&T)
	EXISTING SEWER (CITY OF PLACERVILLE)		PROPOSED SEWER (CITY OF PLACERVILLE)
	EXISTING STORM DRAIN (CITY OF PLACERVILLE)		PROPOSED STORM DRAIN (CITY OF PLACERVILLE)
	EXISTING WATER (EID)		PROPOSED WATER (EID)



CITY OF PLACERVILLE  
**PLACERVILLE DRIVE BRIDGE REPLACEMENT**  
**UTILITY EXHIBIT**

MAY 2024  
 SCALE: 1"=20'



**Placerville Drive Bicycle and Pedestrian Facilities Project (CIP #41816) and Placerville Drive at Hangtown Creek Bridge Replacement Project (CIP #41410)**

City of Placerville



5/17/2024

		Dewberry		REY Engineers		2M - Potholing		TOTAL		New Contract Task Total
		hours	cost	hours	cost	hours	cost	HOURS	COST	COST
<b>Placerville Drive at Hangtown Creek Bridge Replacement Project (CIP # 41410)</b>										
21.0	Waterline Relocation Design - Labor Costs	616	\$111,816.10	9	\$1,960.67			625	\$125,048.29	\$125,048.29
21.0	Waterline Relocation Design - ODC		\$171.52				\$11,100.00			
	<b>AMENDMENT TOTAL</b>	<b>616</b>	<b>\$111,987.62</b>	<b>9</b>	<b>\$1,960.67</b>		<b>\$11,100.00</b>	<b>625</b>	<b>\$125,048.29</b>	<b>\$125,048.29</b>

**Placerville Drive Bicycle and Pedestrian Facilities Project (CIP #41816) and Placerville Drive at Hangtown Creek Bridge Replacement Project (CIP #41410)**

City of Placerville



**Dewberry  
Prime**

		Jeffrey Elmendorf, Project Manager	Rosina Avila, Professional I	David Richard, Water/Wastewater Design	Engineer VII	Engineer III	CAD Technician IV	Engineer I	TASK HOURS	Labor Cost without Esc	PROJECT ESCALATION	ORIGINAL CONTRACT TASK COSTS WITH ESCALATION	REVISED CONTRACT TOTAL
2024 Loaded Rate		\$242.41	\$97.32	\$258.94	\$237.85	\$157.52	\$151.85	\$113.77					
<b>Placerville Drive at Hangtown Creek Bridge Replacement Project (CIP # 41410)</b>													
21	Waterline Relocation Design	80	4	104	40	128	96	164	616	\$109,623.63	\$2,192.47		\$111,816.10
	Project Management/Coordination	40	4	16					60	\$14,228.50	\$284.57		\$14,513.07
	Field Meeting	4		4					8	\$2,005.37	\$40.11		\$2,045.47
	Conceptual Design/Basis of Design Memo	8		16	4	24	16	40	108	\$17,794.52	\$355.89		\$18,150.41
	95% PS&E	16		40	24	60	56	80	276	\$47,000.76	\$940.02		\$47,940.77
	Final PS&E	8		24	12	40	24	40	148	\$25,503.95	\$510.08		\$26,014.02
	Bid Assistance	4		4		4		4	16	\$3,090.53	\$61.81		\$3,152.34
	<b>Subtotal Amendment (Bridge)</b>	<b>80</b>	<b>4</b>	<b>104</b>	<b>40</b>	<b>128</b>	<b>96</b>	<b>164</b>	<b>616</b>	<b>\$109,623.63</b>	<b>\$2,192.47</b>		<b>\$111,816.10</b>

**EXHIBIT 10-H COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Dewberry  Prime Consultant  Subconsultant  2nd Tier Subconsultant  
 Project No. CML-5015(030) & CML -5015 (024) Contract No. \_\_\_\_\_ Date: 5/17/2024

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Jeffrey Elmendorp	80	\$88.87	\$7,109.60
Professional I	Rosina Avila	4	\$35.68	\$142.72
Principal Engineer	David Richard	104	\$94.93	\$9,872.72
Engineer VII	To Be Determined	40	\$87.20	\$3,488.00
Engineer III	To Be Determined	128	\$57.75	\$7,392.00
CAD Technicain IV	To Be Determined	96	\$55.67	\$5,344.32
Engineer I	To Be Determined	164	\$41.71	\$6,840.44
<b>Total</b>		<b>616</b>		<b>\$40,189.80</b>

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$40,189.80  
 b) Anticipated Salary Increases \$803.80  
**c) TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$40,993.60

**INDIRECT COSTS**

d) Fringe Benefits (Rate): 55.37%  
 e) TOTAL FRINGE BENEFITS [(c) × (d)] \$22,698.15  
 f) Overhead (Rate): 88.06%  
 g) Overhead [(c) × (f)] \$36,098.96  
 h) Facility Capital Cost of Money 0.11%  
 i) FCCM [(c) × (h)] \$45.09  
**j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]** \$58,842.21  
**TOTAL FIXED PROFIT [(c) + (j)] ×**  
**k) Fixed Fee** 12% \$11,980.30

**FIXED FEE**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)	256	miles	\$0.67	\$171.52

**i) TOTAL OTHER DIRECT COSTS** \$171.52

**m) SUBCONSULTANT'S COST**

Subconsultant 1: REY - Pothole Survey \$1,960.67  
 Subconsultant 2: 2M - Potholing \$11,100.00  
 Subconsultant 3: \_\_\_\_\_  
 Subconsultant 4: \_\_\_\_\_  
 Subconsultant 5: \_\_\_\_\_  
 Subconsultant 7: \_\_\_\_\_  
 Subconsultant 8: \_\_\_\_\_

**m) TOTAL SUBCONSULTANT'S COST** \$13,060.67  
**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$13,232.19  
**TOTAL COST [(c) + (j) + (k) + (n)]** \$125,048.29

**TOTAL COST** \$125,048.29

**NOTES:**

- Key Personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans
- Anticipated salary increases calculation (page 2) must accompany

Dewberry

**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$40,189.80	616	=	\$65.24	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate	+	Proposed Escalation	=	
Year 1	\$65.24	+	5.00%	=	\$68.51 Year 2 Avg Hourly Rate
Year 2	\$68.51	+	5.00%	=	\$71.93 Year 3 Avg Hourly Rate
Year 3	\$71.93	+	5.00%	=	\$75.53 Year 4 Avg Hourly Rate
Year 4	\$75.53	+	5.00%	=	\$79.30 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year
Year 1	60.00%	*	616.0	=	369.6 Estimated Hours Year 1
Year 2	40.00%	*	616.0	=	246.4 Estimated Hours Year 2
Year 3		*	616.0	=	Estimated Hours Year 3
Year 4		*	616.0	=	Estimated Hours Year 4
Year 5		*	616.0	=	Estimated Hours Year 5
Total	100%		Total	=	616.0

**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 Year
Year 1	\$65.24	*	369.6	=	\$24,113.88 Estimated Hours Year 1
Year 2	\$68.51	*	246.4	=	\$16,879.72 Estimated Hours Year 2
Year 3	\$71.93	*		=	Estimated Hours Year 3
Year 4	\$75.53	*		=	Estimated Hours Year 4
Year 5	\$79.30	*		=	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$40,993.60
	Direct Labor Subtotal before Escalation			=	\$40,189.80
	Estimated total of Direct Labor Salary Increase			=	<b>\$803.80</b> Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

**EXHIBIT 10-H COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

**Note: Mark-ups are Not Allowed**

Consultant: REY Engineers  Prime Consultant  Subconsultant  2nd Tier Subconsultant  
 Project Name: CML-5015(030) & CML -5015 (024) Contract No. \_\_\_\_\_ Date: 5/17/2024  
**Direct Labor**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Manager - II	Tom Brungs	1.0	\$103.00	\$103.00
Certified Party Chief	Jason Harlow**	8.0	\$61.53	\$492.24
Total		9.0		\$595.24

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$595.24  
 b) Anticipated Salary Increases \_\_\_\_\_  
 c) **TOTAL DIRECT LABOR COSTS [(a)+ \_\_\_\_\_]** \$595.24

**INDIRECT COSTS**

d) Fringe Benefits (Rate): 57.60%  
 e) Total Fringe Benefits [(c) × (d)] \$342.86  
 f) Overhead (Rate): 136.50%  
 g) Overhead [(c) × (f)] \$812.50  
 h) General and Administrative (Rate): \_\_\_\_\_  
 i) Gen & Admin [(c) × (h)] \_\_\_\_\_  
 j) **TOTAL INDIRECT COSTS [(e) +(g) + (i)]** \$1,155.36

**FIXED FEE**  
 k) **TOTAL FIXED PROFIT [(c) + (j)] × Fixed Fee** 12% \$210.07

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description	Quantity	Unit	Unit Cost	Total
Mobile LiDAR Scanning Equipment		Hours	\$600.00	
Terrestrial LiDAR Scanning Equipment		Hours	\$75.00	
Plan Sheets		Sheets	\$1.80	
Facility Capital Cost of Money		Dollars	0.86%	

**l) TOTAL OTHER DIRECT COSTS** \_\_\_\_\_

m) **2nd TIER SUBCONSULTANT'S COSTS**  
 2nd Tier Subconsultant 1: \_\_\_\_\_  
 2nd Tier Subconsultant 2: \_\_\_\_\_  
 2nd Tier Subconsultant 3: \_\_\_\_\_  
 2nd Tier Subconsultant 4: \_\_\_\_\_

**m) TOTAL 2ND TIER SUBCONSULTANT'S COSTS** \_\_\_\_\_

**n) TOTAL OTHER DIRECT COSTS INCLUDING 2ND TIER SUBCONSULTANTS [(l) + (m)]** \_\_\_\_\_  
**TOTAL COST [(c) + (j) + (k) + (n)]** \$1,960.67

**NOTES:**  
 • Key Personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals  
 • The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans  
 • Anticipated salary increases calculation (page 2) must accompany



# Proposal For Review

Potholing in Placerville

**Prepared for:**

Jeff Elmensdorp

Dewberry





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## Scope of Work & Pricing

Client : Dewberry

Certified Payroll Required?

Job Location: 500 Placerville Drive, Placerville, CA, USA

Yes  No

Name	Rate	QTY	Subtotal
Potholing Rate Per Pothole	\$1,300.00	2	\$2,600.00
Mobilization	\$800.00	1	\$800.00
Traffic Control	\$2,600.00	1	\$2,600.00
Traffic Control Plan	\$600.00	1	\$600.00
Permit Application	\$1,000.00	1	\$1,000.00
Pavement Restoration If Needed	\$3,000.00	1	\$3,000.00
Dump Fee	\$500.00	1	\$500.00

**Total \$11,100.00**

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**EXCLUSIONS.**

- Night Work
- Concrete Restoration
- A/C Paving
- Overtime

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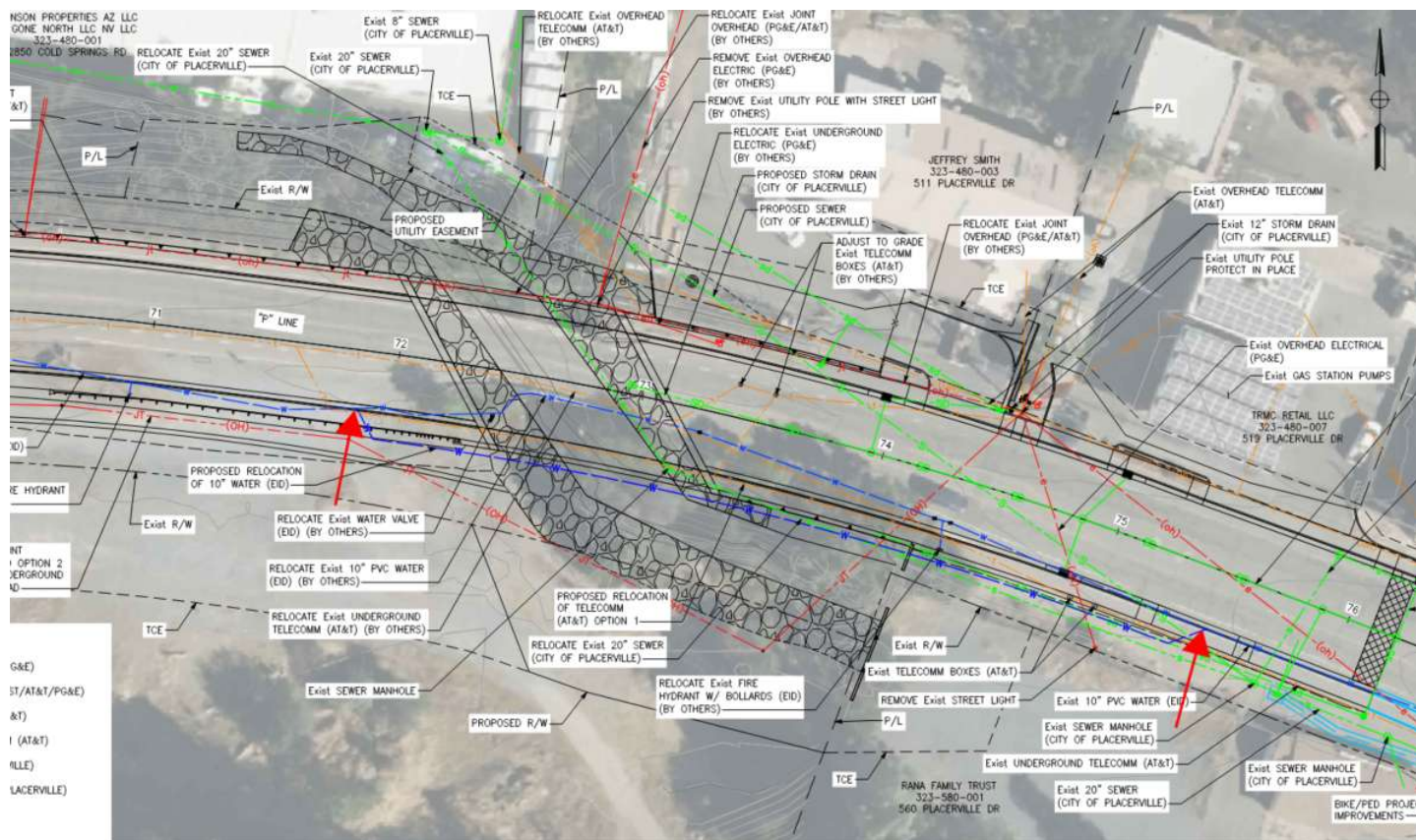
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## Exhibit



CITY OF PLACERVILLE

### PLACERVILLE DRIVE BRIDGE REPLACEMENT UTILITY EXHIBIT

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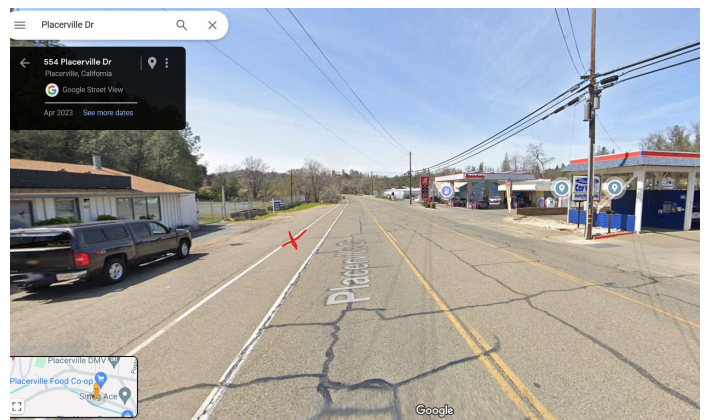
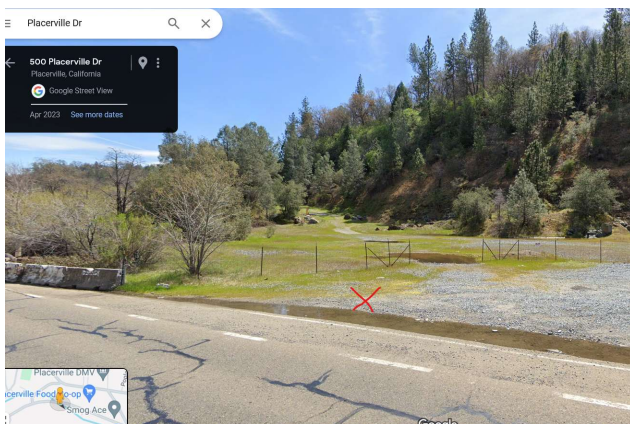
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Thank you for the opportunity to earn your business. Please let me know if any questions.

*Matt Morrow*

Matt Morrow

2M General Engineering, Inc.

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## 2M GENERAL ENGINEERING, INC. CUSTOMER STANDARD SERVICES AGREEMENT

This Standard Services Agreement ("SSA") dated as of 05 / 16 / 2024 (the "Effective Date") is by and between 2M General Engineering, Inc., a California corporation with offices located at 1980 S. River Rd, Suite F, West Sacramento California 95691 ("2MGE") and Dewberry whose office is located at 11060 White Rock Road, Suite 200 Rancho Cordova, CA 95670-6061 (the "Customer"). Customer together with 2MGE shall be referred to collectively as the "Parties," and each individually a "Party."

### RECITALS

A. WHEREAS, 2MGE has issued a statement offering to provide professional services to Customer at a quoted price (the "Proposal for Services"). This proposal is valid for 30 days.

B. WHEREAS, upon signing this SSA, Customer has accepted the Proposal for Services, attached hereto and incorporated herein by reference as Exhibit "A" converting the document from an offer for services to a Work Order ("Work Order"), which shall define the scope of services ("Services") for this SSA.

C. WHEREAS, Customer desires to retain 2MGE to provide the Services, and 2MGE is willing to perform the Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 2MGE and Customer agree as follows:

### AGREEMENT

1. **Services.** 2MGE shall provide to Customer the Services set out in one or more Work Orders pursuant to the terms and conditions of this SSA. The term Services will include, where the Services contemplate, delivery of a system or works, such as

system or works, and any goods, components, or materials supplied in connection with the Services. Should there be a conflict between these conditions and the conditions of the Work Order, or a preexisting general contract, the conditions of this SSA shall prevail.

2. **Payment.** Customer shall pay the full amount due (100%) upon "Completion of Work" by 2MGE at the site location listed on the Work Order ("Project Address"). Completion of Work shall mean the date the Services pursuant to a particular Work Order were carried out as specified and notice was provided to Customer of such completion. If full payment is not received within thirty (30) days of notice of Completion of Work, in addition to all other remedies available under this SSA or at law, a late fee of five percent (5%) per annum shall be charged on the overdue amount.. If full payment is not paid within ninety (90) days of notice of Completion of Work, a further late fee of five percent (5%) per annum shall be charged, in the aggregate, for every subsequent ninety (90) days payment is due.

3. **Quoted Fees.** The quoted price for the Services is based upon a minimum quantity of work. If the scope of work is reduced, 2MGE will be informed prior to the provision of any Services and shall adjust the pricing to reflect the new quantity of work presented. If notice is not given, the lump sum price shall be due and payable. This SSA is based on our working a straight-time work week consisting of Monday through Friday from 7 am to 3 pm. Any requests for an accelerated completion date or working times requested outside of that timeframe shall be considered overtime and thus are not included in the quoted price. The premium time portion of any overtime work directed by the Customer will be charged as extra work. Additional services required on account of Customer abuse, incorrect or

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incomplete information, Customer misuse or any other unnatural cause, failure to follow any recommendations or instructions provided by 2MGE, and failure to follow user's post work instructions, are not included as part of this quote.

#### 4. **Term and Termination.**

- a. This Agreement shall commence as of the Effective Date and shall continue thereafter until completion of the Services under all Work Orders, unless sooner terminated pursuant to this SSA.
- b. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:
  - i. Materially breaches this Agreement, and the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure.
  - ii. Becomes insolvent or admits its inability to pay its debts generally as they become due.
  - iii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 45 days after filing.
  - iv. Is dissolved or liquidated or takes any corporate action for such purpose.
  - v. Makes a general assignment for the benefit of creditors.
  - vi. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- c. Notwithstanding anything to the contrary in this section, 2MGE may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for 60 days after Customer's receipt of written

notice of nonpayment; or (b) more than two times in any 6-month period.

d. The rights and obligations of the Parties set forth in this section, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

#### 5. **Delay.**

- a. If 2MGE is ready, able, and willing to work but is delayed at any time during the performance of the Services by any act or neglect of the Customer, changes ordered in the Work Order or an event of Force Majeure (defined below), the performance time for the Services shall be extended by the number of calendar days that the work as a whole is delayed pursuant to this Section 5. Customer shall be responsible for any and all costs associated with any delay caused by any act or neglect of the Customer.
- b. If the Services are stopped or suspended by order of any court or governmental authority, within seven (7) days after receipt of notice that such work stoppage or suspension is removed, 2MGE shall complete the Services as expeditiously as reasonably possible. In the event of such stoppage or suspension, 2MGE shall be entitled to an extension in the performance time for the Services equal to the length of the delay (the length of the stoppage or suspension plus the seven (7) or fewer days after notice within which the Contractor recommences the Work) plus an equitable increase in the fee for such Service.

6. **Differing Site Conditions.** Should conditions be encountered in the performance of 2MGE's work, which differ from those indicated when providing the quoted fee, an equitable adjustment to the Work Order shall be made to cover the extra costs resulting from those conditions incurred by 2MGE. This includes rock or "junk fill" (concrete, brick, etc.) that prevents

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completion or delays the Services provided. This SSA does not include fees obtaining a field engineering layout; as well as any required soil, concrete, and materials testing. Bore logs are not provided, unless required by law, and do not indicate the denseness or frequency of rock. Should rock conditions be encountered that are unborable, 2MGE shall be compensated for all attempts due to the rock conditions.

7. **2MGE Obligations.** 2MGE represents and warrants that all Services shall be performed in a good and workmanlike manner.

8. **Customer Obligations.** Customer shall:

- a. Provide 2MGE and any subcontractors, full access to the Project Address including complete access for rubber tire-mounted equipment, at the Time of Service and on the Date of Service. The quoted price contained in the Work Order presumes that 2MGE shall perform the Services in one continuous, uninterrupted operation with only one move on-site and one move off-site. Customer shall be responsible for the following costs, where applicable:
  - i. Standby or delay time will be charged at \$600 per hour, pro rata.
  - ii. Standby or delay for locating a technician will be charged \$500.00 per technician.
- b. Meet and perform all requirements described in this SSA.
- c. Obtain all necessary easements or permissions to enter or encroach on adjacent property prior to the Date of Service.
- d. If potholing is part of the Services to be provided, ensure the concrete cap, or other protective materials, placed at the point of excavation will not be trodden upon or otherwise interfered with for at least twenty (20) days after completion of Services. To the fullest extent allowed by law, failure to follow 2MGE's recommendations or instructions shall operate as a complete waiver by Customer of any of its rights or remedies, at law or in equity.
- e. Promptly respond to any reasonable requests from

2MGE for instructions, information, or approvals required by 2MGE to provide the Services.

f. Be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; and to the extent 2MGE is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse 2MGE in connection with its payment of fees and expenses within ten (10) days of written request therefor.

9. **Representations and Warranties of Customer.** In relation to the Services to be provided, Customer makes the following representations and warranties:

- a. Customer agrees to meet and perform all requirements described in this SSA and has fully read and understands all items listed within this document.
- b. Customer acknowledges and agrees that the Services will, or may, be performed by union employees of 2MGE under one or more collective bargaining agreements, and that this SSA does not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with 2MGE. Customer further acknowledges and agrees that should any provision of this SSA conflict with any collective bargaining agreement that a union has with 2MGE, the terms and conditions of said collective bargaining agreement shall control.
- c. Customer acknowledges they understand that 2MGE's results are based upon the quality of the data retrieved which is determined by a variety of factors, including, but not limited to, the limitations of the equipment used. These limitations are inherent to all locating equipment. The decision to proceed with drilling, excavation, or any destructive methods is left entirely up to the Customer, and 2MGE shall not be liable for any limitations in its equipment that are not within 2MGE's control.

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d. 2MGE does not conduct, and its Services do not include, an investigation, analysis, or interpretation of soil composition, soil conditions, or geological and/or geophysical information. Customer acknowledges and understands that 2MGE is merely reporting retrieved data and that 2MGE does NOT provide professional geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.

10. **Limited Warranty and Limitation of Liability.** If 2MGE provides maps or CAD drawings, please note that the map is not survey quality. These are representations of 2MGE's utility findings performed on a previous date. The 2MGE scan performed was of limited scope, and utilities outside this scope are not shown.

a. AS-IS WARRANTIES. The map will be provided AS IS and WITH ALL FAULTS where the entire risk as to quality and performance caused by reliance on the map is on Customer. Should the map, or related documents and/or instructions, prove inaccurate, the Customer shall assume all costs of necessary service or repair related to its reliance on the map or related documents and/or instructions. 2MGE's products and services are based off of commonly used utilities machinery that is well maintained to conduct 2MGE's services; however, they are limited by the technological accuracy available. Accuracy cannot be assured; furthermore, age and installation specifics of utilities vary, thus all our products and services are used only to provide an estimate. Customers rely on 2MGE's products and Services at their own risk and expressly disclaim any express or implied warranty, including the implied warranty of merchantability. 2MGE MAKES NO WARRANTIES EXCEPT FOR THOSE EXPRESSLY PROVIDED IN THIS SSA. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT.

b. Hold Harmless. 2MGE accepts no responsibility for property damage, personal injury, or death resulting from reliance on its products or Services, whether that use is in conformance with or in violation of the restrictions described above. Customer expressly agrees to defend 2MGE, and 2MGE's employees, shareholders, directors, officers, agents, successors and assigns (collectively, "Indemnified Parties"), on 2MGE's request, in any actions or proceedings brought against 2MGE or any of the Indemnified Parties in connection with their products and/or Services, and to indemnify 2MGE and the Indemnified Parties, and hold them harmless, for any liability incurred in connection with any such action or proceeding, demand, judgment, liability, costs, expenses (including without limitation, attorneys' fees), or penalties. A judgment against 2MGE shall be conclusive on Customer as to the nature and amount of liability incurred by 2MGE.

c. IN NO EVENT SHALL 2MGE BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT 2MGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

d. THE PARTIES ACKNOWLEDGE AND AGREE THAT SHOULD 2MGE FAIL TO PERFORM ANY OF THE SERVICES UNDER THIS SSA, AND SHOULD SUCH FAILURE CONTINUE FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING CUSTOMER'S WRITTEN NOTICE THEREOF, IT WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACUTAL DAMAGES, IF ANY, THAT CUSTOMER MAY INCURE AS A RESULT OF 2MGE'S FAILURE TO PERFORM ANY OF THE SERVICES UNDER THIS SSA, AND IF 2MGE IS FOUND LIABLE

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THEREAFTER FOR ANY LOSS OR DAMAGE DUE TO ITS FAILURE TO PERFORM, SUCH LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, IF ANY, SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR PAYABLE TO 2MGE PURSUANT TO THIS SSA, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. THIS SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY FAILURE OR BREACH BY 2MGE.

11. **Force Majeure.** 2MGE shall not be liable for any failure of performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, such as, but not limited to, Acts of God, acts of civil or military authority, earthquakes, fires, floods, epidemics, global and national pandemics, windstorms, inclement weather, explosions, natural disasters, sabotage, wars, labor strikes, riots, changes in laws, regulations, tariffs mandated or approved by federal, state or other governmental or regulatory entities, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the non-affected party as soon as possible after the event or occurrence. Notwithstanding anything herein to the contrary, Customer shall not be relieved from the timely payment of any sum due and owing to 2MGE hereunder.

12. **Indemnification.** 2MGE is not liable for inaccurate data reporting or for any other reason, and Customer agrees to indemnify, hold harmless and defend 2MGE, and its owners, officers, employees, and agents from and against any liability, claim, loss, penalty, damage, expense (including legal and expert witnesses), or administrative proceedings from all alleged negligence and/or contract claims by Customer or any other party including any governmental or regulatory authority arising from or related to 2MGE's services. These terms and conditions supersede any other previous terms and conditions, or

representation, either oral or written.

13. **Hazardous Waste.** 2MGE shall not remove or dispose of hazardous substances. The Customer shall be solely responsible for investigating and inspecting the Project Address for any hazardous substances. The Customer shall notify 2MGE of the existence and the location of any hazardous substances at the Project Address. The Customer shall also be solely responsible for furnishing any and all tests, inspections, warnings, notices, and postings required by law.

14. **Insurance.** At all times during the performance of Services, at its expense, 2MGE shall maintain the following types of insurance policies in addition to any coverage required by law or applicable to the Services being provided, with limits not less than those specified:

- a. Workers' Compensation as required by law;
- b. Commercial General Liability at limits of \$2,000,000 / \$1,000,000; and
- c. Auto Liability at limits of \$1,000,000.

15. **Independent Contractor.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating an agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

16. **Dispute Resolution.** Except for claims for payment of money damages amounting to \$20,000 or less, the Parties agree that all initial claims and disputes by and between them shall be submitted for mediation by a mediator mutually agreeable to by the parties. The cost of such mediation shall be borne equally by the parties. The foregoing agreement to mediate shall be specifically enforceable. If mediation is not successful, any and all disputes, claims, or controversies arising out of or relating to

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this agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be submitted to the State or Federal court having jurisdiction over the Parties. Notwithstanding anything herein to the contrary, 2MGE shall not be required to submit to mediation a claim for which it has design professional's or mechanic's lien rights.

17. **Entire Agreement.** This SSA contains the entire understanding between the parties concerning the subject matter it contains. There are no representations, proposals, arrangements, or understandings, oral or written, among the parties relating to the subject matter of this SSA, which are not fully expressed herein.

18. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this SSA (each, a "Notice," and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth at the top of this SSA (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Any notice or communication required by this SSA shall be deemed to have been given when mailed to the Party entitled thereto.

19. **Severability.** If any part, term, or provision of this SSA or any Work Order is held by final judgment of any court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the Parties shall be construed and enforced as if this SSA or such Work Order did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

20. **Assignment.** 2MGE may assign or subcontract part or all of its obligations under this SSA to any third party. Any subcontract with subcontractors made by 2MGE shall incorporate by reference this SSA. 2MGE shall ensure that all subcontractors

comply with the obligations and requirements of this SSA. Such subcontract does not release 2MGE from liability or any obligation within this SSA.

21. **Amendment.** Amendments to this SSA must be agreed upon in writing signed by both of the parties.

22. **Waiver.** No waiver by any Party of any of the provisions of this SSA shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this SSA, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this SSA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. **Governing Law.** This SSA shall be construed and governed in accordance with the laws of the State of California without regard to conflict of laws principles. In the event the Parties are unable to mediate their dispute to a satisfactory resolution, the Parties agree that the applicable state and federal courts located in the State of California shall have exclusive jurisdiction to hear and determine any claims or disputes between the Parties arising out of or related to this SSA. The Parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and each Party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum nonconveniens.

24. **Counterparts.** This SSA and corresponding Work Order(s) may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 18, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original

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signed copy of this SSA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**2M GENERAL ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read 'D. J. M...', is written over a light blue rectangular background.

05 / 16 / 2024

**CUSTOMER**

By:

Its:

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### Example Work Order - EXHIBIT A For Future Projects After MSA In Place

CUSTOMER NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

WORK ORDER NO: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ESTIMATED TOTAL COST: \$ \_\_\_\_\_

START DATE: \_\_\_\_\_

ESTIMATED COMPLETION DATE \_\_\_\_\_

DATE OF SERVICE: \_\_\_\_\_

This Work Order is issued pursuant to 2M General Engineering, Inc. ("2MGE") Standard Services Agreement with Customer dated \_\_\_\_\_ and unless otherwise specified herein, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement.

#### DESCRIPTION OF SERVICES

The following services are to be provided:

1. Inspection of the Project Address for excavation. The Project Address shall be the address identified in the proposal for services.
2. A vacuum-based excavation system to safely and efficiently expose existing utilities, including the locating, removing, relocating, or protecting any and all existing utilities or obstructions, both above and below ground, which may interfere with the engineering equipment, including the use of a hydrovac truck.
3. Site water removal and/or drainage.
4. The removal of any and all rock or other obstructions that interfere with the work.
5. The backfill of the excavated utilities including, where appropriate, the installment of a concrete cap.
6. All on-site licenses, permits, and application fees.
7. Underground utility locating

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SERVICE NAME	2MGE QUOTE
Utility Locating	\$
Mobilization	\$
Utility Mapping	\$
Potholing	\$
Total:	\$

**ASSUMPTIONS:**

- These rates assume that there ARE NOT certified payroll requirements.
- 2MGE HAS NOT been notified of any PLA, DIR, or Certified Payroll requirements. If 2MGE receives notice that any of these conditions exist, there will be additional costs.
- This price assumes that we will be given access to perform the work during normal weekday business hours (7 am-4 pm).
- As-builts and any other applicable drawings should be made available to 2MGE prior to the project.
- A thorough utility search can only be completed if 2MGE is given access to all utility structures, interior, and exterior.
- This service is never a replacement for the use of the state One Call system (811).
- Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.
- Premiums for bonds, permits, licenses, etc., are not included. We can provide performance and payment bonds if requested. The cost of any required bond shall be borne by the Customer.
- Unless otherwise noted, the fees in this Work Order do not include any value added, sales, or other taxes that may be applied by any government entity or fees for services. Such taxes will be added to all invoices as required.

**2M GENERAL ENGINEERING, INC.**

Matt Morrow, President

**CUSTOMER**

By:  
Its:

📍 1980 S. River Rd. Suite F, West Sacramento, CA 95691

☎ Telephone: (916) 237-7445

✉ Email: [estimating@2mgeneral.com](mailto:estimating@2mgeneral.com)