

Board of Trustees

Larry Justus
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Winters Cemetery District



District Office
415 Cemetery Drive
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Winters, CA 95694
(530) 795-2475

www.winterscemetery.org

May 14, 2024

Mr. Alan Mitchell, P.E.
Ponticello Enterprises
528 College Street
Woodland, CA. 95695

Re: Letter Proposal for Project Management Services: Winters Cemetery District Pavement Restoration and Electrical Improvements

Dear Mr. Mitchell:

PARTIES: This letter shall be our agreement (“Letter Agreement”) regarding the Project Management Services described below (“Services”), to be provided by Ponticello Enterprises, a CA Corporation (“Ponticello Enterprises”) as an independent contractor to the Winters Cemetery District (“District”) for the District’s Winters Cemetery Pavement Restoration and Electrical Improvements (“Project”). Ponticello Enterprises and its representative is retained as an independent contractor and is not an employee of the District.

SERVICES; SCHEDULE OF PERFORMANCE: The Services to be provided are more particularly described in the Proposal Letter attached hereto as Exhibit “A” and incorporated herein by reference. Services on the Project shall begin immediately and be completed by December 31, 2024, unless extended by the District in writing.

STANDARD OF CARE: Ponticello Enterprises shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Ponticello Enterprises represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

SUBSTITUTION OF KEY PERSONNEL: Ponticello Enterprises has represented to District that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Ponticello Enterprises may substitute other personnel of at least equal competence upon written approval from the District. In the event that District and Ponticello Enterprises cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: Alan Mitchell, P.E. and Tom Martian.

COMPENSATION: Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services and shall be billed as per the Project Management Fee Proposal described in Exhibit "A" and incorporated herein by reference. The total compensation shall not exceed Twenty-Six Thousand Dollars (\$26,000.00) without written approval of the District.

Ponticello Enterprises's invoice shall include a detailed description of the Services performed. Invoices shall be submitted to the District monthly as the performance of the Services progresses. District shall review and pay the approved charges on such invoices in a timely manner.

INSURANCE: Ponticello Enterprises shall provide proof of commercial general liability and automobile insurance to the District in amounts and with policies, endorsements and conditions required by the District for the Services. Ponticello Enterprises shall maintain limits no less than: (1) General Liability: \$1,000,000 minimum per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, for CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 minimum per accident for bodily injury and property damage; (3) Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California; and (4) Professional Liability (Errors and Omissions): \$1,000,000 per claim and aggregate. Employer's Liability limits of \$1,000,000 minimum per accident for bodily injury or disease. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: the District, its trustees, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of Ponticello Enterprises, including materials, parts or equipment furnished in connection with such work.

TERMINATION: The District may terminate this Letter Agreement at any time with or without cause. If the District finds it necessary to terminate this Letter Agreement without cause before Project completion, Ponticello Enterprises shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Ponticello Enterprises may terminate this Letter Agreement only upon thirty (30) calendar days written notice to the District only in the event of District's failure to perform in accordance with the terms of this Letter Agreement through no fault of Ponticello Enterprises.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: Ponticello Enterprises shall keep itself reasonably informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements. By executing this Letter Agreement, Ponticello Enterprises agrees that it reasonably complies with all requirements and restrictions of applicable state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Ponticello Enterprises shall maintain records of its compliance, including its verification of each employee.

ASSIGNMENT; AMENDMENT: Ponticello Enterprises shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the District, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third-party beneficiaries of any right or obligation of the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters contained herein. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of the Letter Agreement.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. An original, executed copy is enclosed for your records.

PONTICELLO ENTERPRISES

Reviewed and Accepted by:

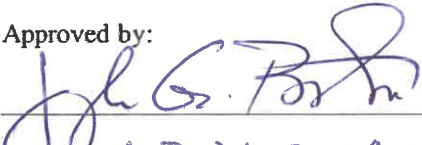


Alan L. Mitchell, P.E., President

Date: 5/14/24

WINTERS CEMETERY DISTRICT

Approved by:


Date: 05-21-2024

Attest:

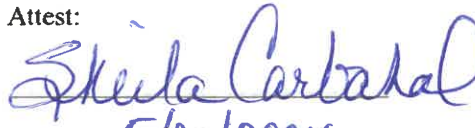

Date: 5/21/2024

Exhibit A
Attached



PONTICELLO ENTERPRISES
CONSULTING ENGINEERS, INC

April 25, 2024

Sheila Carbahal
Winters Cemetery District
415 Cemetery Drive
Winters, CA 95694

RE: Project Management Services: Winters Cemetery District Pavement Restoration and Electrical Improvements

Sheila:

As requested, Ponticello Enterprises is pleased to offer this proposal to provide project management services for the referenced projects. It is our understanding that the district would like our assistance to develop these projects for procurement, award, and construction.

Tom Martian, Project Engineer, will provide most of the services with oversight by me. We will report directly to you, and coordinate with other staff as assigned.

ASSUMPTIONS

- The Pavement Restoration and Electrical Improvements are not related and will be packaged, procured, and constructed separately.
- The project budget is \$200,000 for all services and construction.
- The priority is the Electrical Improvements then the Pavement Restoration.
- All work shall be completed by fall 2024.

SCOPE OF SERVICES

1. Pavement Restoration: Existing on-site roads need pavement restoration, which could include base repair, crack sealing, asphalt seal coat, an asphalt berm, and leveling course in some areas.
 - Meet with District staff to develop an understanding of the details of the projects.
 - Review any documentation or plans available and provided by the district.
 - Approach City of Winters to see if the cemetery road work can be included with a larger agency project.
 - Identify base failures and come up with an estimated quantity.
 - Identify crack seal areas and come up with an estimated quantity.

- Identify locations, type, and estimated quantity of asphalt berm.
 - Identify low areas to receive a leveling course.
 - Develop scope, specification, and any drawings needed for bidding.
 - Assist the district with bidding and award for construction.
 - Provide construction oversight and coordinate with permitting agencies and district staff.
2. **Electrical Improvements:** District wants to extend electrical services to the flagpole and future gate opener at south entrance.
- Meet with District staff to develop an understanding of the details of the projects.
 - Review any documentation or plans available and provided by the district.
 - Identify length of runs, boxes, grounds, and conductors.
 - Identify terminating panels and type of fixture for flagpole.
 - Develop scope, specification, and any drawings needed for bidding.
 - Coordinate with PG&E and/or Yolo County Building Department to obtain permits, if necessary.
 - Assist the district with bidding and award for construction.
 - Provide construction oversight and coordinate with permitting agencies and district staff.

DELIVERABLES

PE will provide:

- Project files with all documentation associated with the management of the projects.
- Meeting notes.
- Specifications and Drawings prepared.

PROJECT MANAGEMENT FEE PROPOSAL

Compensation will be based on actual time and materials expended. The estimated total fee is \$26,000 including reimbursable expenses, based on the following hourly rates, and estimate of hours for each task:

	Alan Mitchell, P.E. Principal Engineer (\$210/hour)	Tom Martian Project Engineer (\$175/hour)
Pavement Restoration	8 hours	80 hours
Electrical Improvements	7 hours	50 hours
Fee Extension:	\$3,150	\$22,750
Reimbursable Budget:	\$100	

It's acceptable to shift hours between the project tasks, but the total cost will not be exceeded without prior district approval.

Thank you for the opportunity to work with you again and let me know of any comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan L. Mitchell", with a long horizontal flourish extending to the right.

Alan L. Mitchell P.E.
President