

SEELEY COUNTY WATER DISTRICT

1898 West Main Street (P.O. Box 161) Seeley, CA 92273

Telephone: 760.352.6612 Facsimile: 760.352.0589



Board President: Patrick Harris

Board Members: Jason Grima, Keith Baird, Victor Ibarra, Esteban Jaramillo

SPECIAL MEETING

Date: October 25, 2017, WEDNESDAY

Where: SCWD Office, 1898 W. Main Street, Seeley CA 92273

Time: 6:30 PM

1. Call to Order
 - a. Pledge of Allegiance
 - b. Quorum - Roll Call
2. Discussion of the Agenda
 - a. Items to be pulled from the Action Calendar.
 - b. Emergency Items to be added.
 - c. Approval of the agenda.
3. Board Member Reports / Announcements.

PUBLIC COMMENT

This is the opportunity for the members of the public to address the board on any matter within the Board's jurisdiction. Any action taken as a result of public comment shall be limited to direction to staff. State your name for the record prior to providing your comments. Please address the board as a whole, through the chairman. Individuals will be given (3) minutes to address the board. Public comments will be limited to a maximum of 21 minutes. The public will be allowed to comment on specific items on the agenda after board discussion.

ACTION CALENDAR

4. Discussion/Action to approve of contract for Professional Engineering Services from the The Holt Group for the Distribution (Water Pipeline Project), Cost per component \$90k for design, \$5k for design services during bidding and \$100k for design services during construction, the design services is to meet the requirements for the CDBG . Total not to exceed in the amount of **\$105,000.**

5. Discussion/Action on September 26, 2017 the County informed us of The California Department of Housing and Community Development recent announcement of its 2017 Community Development Block Grant (CDBG) – Colonias allocation. This is a potential grant opportunity for Seeley. In order to qualify SCWD needs to submit the following requirements for a competitive grant application from CDBG. The total grant fund is 1.3 million. SCWD is to apply for funding for the water distribution system. The following points need to be met.

1. Engineering designs (stamped and signed by The Holt Group),
2. Engineering cost estimates (stamped and signed by an engineer),
3. Bid Manual,
4. Scope of work
5. Narrative of the current facility situation (proof of busting lines, finding from compliance agencies).
6. Photos of the town site (where the water lines are to be located, including hydrants)
7. Proof of site control
8. Consulting services (Construction Management & Prevailing wages monitoring) procurement process
9. District's formal request for assistance to the County
10. MOU between the District and the County of Imperial

CDBG program does not cover expenses incurred to prepare a grant application, nor any of the engineering costs. Therefore, the District will have to cover expenses related to engineering services. The deadline to submit Engineering design and cost estimates is November 20, 2017.

6. Discussion/Action of approval of the purchase of 6 float switches for the wastewater treatment plant influent lift station from UsaBlueBook. Total not to exceed in the amount of \$723.63

7. Discussion/Action to select either Republic Services or Synagro for services related to the disposal of accumulated bio solids from the Wastewater plant facility.

Quote A from Republic Services in the amount of \$33.25 per ton plus \$200 minimum per load. Solids will be trucked out to Imperial landfill.

Quote B from Synagro in the amount of \$57 per ton.

OTHER ITEMS

Next regular meeting: MONDAY, November 13, 2017 at 6:30 P.M.

AGREEMENT

BETWEEN SEELEY COUNTY WATER DISTRICT AND THE HOLT GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES, hereinafter referred to as "Agreement", made and entered into effect the 26TH day of October 2017, by and between the Seeley County Water District, a Public Utility District in the State of California, by and through its Board of Directors and The Holt Group, Inc. a California S corporation with its primary address at 1601 N. Imperial Avenue, El Centro, CA 92243, hereinafter referred to as "Consultant"; Hereinafter jointly referred to as the "Parties", and individually as the "Party".

WITNESSETH

WHEREAS, Seeley County Water District; hereinafter referred to as "District" requires Professional Engineering Services for the Seeley County Water District Water Pipeline Improvement Project, hereinafter referred to as "Project"; and

WHEREAS, District desires to retain a qualified Consultant to provide Design Engineering and Design Services during Bidding and Construction Phases for the Project; and

NOW, THEREFORE, in consideration of their mutual covenants, District and Consultant have and hereby agree to the following:

1. Attachment to the Agreement for Professional Services

The following Attachments are hereby incorporated into the Agreement and the provisions and requirements of the Attachments are binding and to be honored by the District and Consultant:

- 1.1 Attachment A – Scope of Work
- 1.2 Attachment B – Hourly Rate Schedule dated 2017
- 1.3 Attachment C – Water Pipeline Improvement Area

2. Contract Coordination.

- 2.1 Consultant shall be the representative of District for all technical project review and inspections required on behalf of the District.

The President of the Board is the signing authority for Award and Changes/Modifications to the contract.

SEELEY COUNTY WATER DISTRICT	
President of the Board	Administrative General Manager / Secretary of the Board
Mr. Patrick Harris	Ms. Miriam Rosales
1898 West Main Street, PO Box 161	1898 West Main Street, PO Box 161

Seeley, CA 92273	Seeley, CA 92273
Phone: 760-352-6612	Phone: 760-352-6612
Email: pharris.scwd@aol.com	Email: mrosales@seeleywaterdistrict.com

- 2.2 Consultant shall assign a Project Manager to have overall responsibility for the project progress.

Consultant shall not change the members of the Construction Management Team without prior written authorization by the District.

THE HOLT GROUP, INC.	
Secretary / CFO	Project Manager
Mr. James G. "Jack" Holt, P.E.	Juny Marmolejo, P.E.
1601 North Imperial Avenue	1601 North Imperial Avenue
El Centro, CA 92243	El Centro, CA 92243
Phone: 760-337-3883	Phone: 760-337-3883
Email: jack@theholtgroup.net	Email: jmarmolejo@theholtgroup.net

3. Description of Work.

Consultant shall provide the Seeley County Water District with Design Engineering, Bidding Support Services and Construction Support Services as described in the Scope of Work of Attachment "A"; and shall provide all necessary materials, labor, equipment, and facilities to perform the Scope of Work within the time period described.

Order of Precedence

In the event of a conflict among the requirements stated in these documents, the requirements in this Agreement will prevail.

4. Exclusions and Assumptions

The following exclusions and assumptions apply to this Project and Agreement.

- 4.1 The preparation of a Geotechnical Report is excluded from the Scope of Work.
- 4.2 Preparation of Easement or Right of Way Legal Descriptions or assistance with obtaining or negotiating Easements or Right of Ways is excluded from the Scope of Work.
- 4.3 Preliminary Title Reports, if required, shall be obtained by SCWD or ICCED.
- 4.4 Placement of property monuments or right of way monuments is excluded from the Scope of Work.
- 4.5 The preparation of a Record of Survey is excluded from the Scope of Work.

- 4.6 The preparation of a Storm Water Pollution Prevention Plan (SWPPP) is excluded from the Scope of Work.
 - 4.7 Plan Check review fees are and Plan Check submission fees excluded from the Scope of Work.
 - 4.8 Encroachment Permit Application Fees and Encroachment Permit Fees are excluded from the Scope of Work.
5. Work to be Performed by Consultant.
- 5.1 Consultant shall comply with all terms, conditions, and requirements of this Agreement, and all its attachments.
 - 5.2 Consultant shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by Consultant hereunder except as previously excluded and assumed.
 - 5.3 Consultant shall:
 - 5.3.1 Keep itself informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed by Consultant under this Agreement, any materials used in Consultant's performance under this Agreement or the conduct of the services under this Agreement;
 - 5.3.2 At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
 - 5.3.3 Immediately report to the Administrative General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.
 - 5.4 Any videotapes, reports, information, data, or other material given to, or prepared or assembled by, Consultant under this Agreement with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business shall upon payment of all amounts rightfully owed by the District to the Consultant be the property of District and shall not be made available to any individual or organization by Consultant without the prior written approval the President of the Board. Any reuse or modification for purposes other than those intended by the Consultant herein shall be at the District's sole risk and without liability to the Consultant.

6. Representation by Consultant.

- 6.1 Consultant represents that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.2 Consultant represents that the persons executing this Agreement on behalf of Consultant have the authority of Consultant to sign this Agreement and bind Consultant to the performance of all duties and obligations assumed by Consultant herein.
- 6.3 Consultant represents that any employee, sub-consultant, and/or agent who will be performing any of the duties and obligations of Consultant herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 6.4 Consultant represents that the contents of the Proposal are true and correct.
- 6.5 Consultant understands that District considers the representations of the Scope of Work to be material and would not enter into this Agreement with Consultant if such representations were not accurate.
- 6.6 Consultant understands and agrees not to discuss this Agreement or work performed pursuant to this Agreement with anyone not a party to this Agreement without the prior permission of the District except for any subconsultants hired by Consultant to assist in performance of this Agreement, and except for Consultant's Attorneys and other professional advisors. Consultant further agrees to immediately advise the District of any material contacts or inquiries made by anyone not a party to this Agreement with respect to work performed pursuant to this Agreement.
- 6.7 Consultant understands and agrees that in the course of performance of this Agreement Consultant may be provided with information or data considered by the District to be confidential. The District shall clearly identify such information and/or data as confidential. Consultant shall take all steps necessary to maintain such confidentiality.
- 6.8 Consultant represents that the persons/sub-consultants personnel dedicated to this Project will be the persons/sub-consultants assigned to perform the tasks. Consultant will not substitute the proposed personnel or engage other sub-consultants to work on any tasks identified within the Scope of Work without prior approval of the President of the Board. In the event change in personnel is required, Consultant must notify the President of the Board.
- 6.9 Consultant represents that the people executing this Agreement on their behalf have the authority to sign this Agreement and bind it to the performance of all duties and obligations assumed herein.
- 6.10 Consultant represents that the services provided herein shall be performed in a professional and lawful manner in accordance with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time

and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

- 6.11 Consultant represents that all reports, analyses or other documents developed under this Agreement with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business shall upon payment of all amounts rightfully owed by the District to the Consultant become the exclusive property of District and shall not be distributed by Consultant without District's written consent. Any reuse or modification for purposes other than those intended by the Consultant herein shall be at the District's sole risk and without liability to the Consultant.

7. Term of Agreement.

The term of this Agreement shall be effective the date of signature by all representatives listed at the end of Agreement. The term of this agreement is for the life of construction of the Project.

8. Compensation.

- 8.1 The Holt Group proposes to complete the Design, Bidding Assistance and Construction Support Services as listed in Attachment A, Scope of Work, for the below lump sum amounts:

Design Services:	\$90,000.00
Design Services during Bidding Phase:	\$5,000.00
Design Services during Construction Phase:	\$10,000.00
Total Lump Sum Amount:	\$105,000.00

Services in addition to the Scope of Work, approved in advance by District, shall be completed by the Holt Group, Inc. on an hourly rate basis per Attachment B – Hourly Rate Schedule dated 2017.

- 8.2 The Engineer's invoices shall only include work that has been completed.
- 8.3 Additional Scope of Work, and cost must be agreed to by the District and be subject to the terms and conditions of this Agreement. Additional Work performed without a prior written authorization by District may not be reimbursed.

9. Payment.

Payments will be made in installments as Work is reviewed and accepted by District pursuant to progress reports, and monthly invoices to be submitted by Consultant. District will compensate Consultant a total amount of, inclusive of all supplies, material, labor, travel, and other expenses necessary to the performance of the Work. No travel outside of the project site is anticipated for this Contract.

10. Method of Payment.

The claim shall be in a format approved by District. No payment shall be made by District prior to the claims being reviewed and approved in writing by the District. Invoices shall be submitted by the Consultant on a monthly basis for the prior month's services provided. Consultant may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the invoice is submitted.

Invoices will be submitted to:
Seeley County Water District

Attn: Ms. Miriam Rosales
Administrative General Manager

Address: 1898 West Main Street, PO Box 161
Seeley, CA 92273

Invoices shall include:

- Itemization of the amounts requested, previous amount paid and remaining amount.
- A listing of the amount included for work performed by each sub-consultant.

11. Time for Completion of the Work.

Both Parties agree that time is of the essence in the performance of this Agreement, however, the Consultant must use sound professional practices. Project scheduling shall be as established by the construction schedule. Any and all scheduling modifications shall be reviewed and approved by the District. Time extensions may be allowed for delays caused by District, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of Consultant.

Notify if Time Extension will be needed. Notification should be submitted as early as possible.

12. Retention and Access of Books and Records.

12.1 Consultant shall maintain files, notebooks, records, documents, reports and other materials developed under this Agreement as follows:

12.1.1 Consultant shall maintain all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records relating to Consultant's charges for services or expenditures and disbursements charged to District for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

12.1.2 Consultant shall maintain all reports, documents and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

12.1.3 Any records or documents required to be maintained by Consultant pursuant to this Agreement shall be made available to District for inspection or audit, at any time during Consultant's regular business hours provided District provides Consultant with seven (7) days advanced written or email notice. Copies of such documents shall, at no cost to District, be provided to District for inspection at Consultant's address indicated for receipt of notices under this Agreement.

13. Suspension of Agreement.

The President of the Board shall have the authority to suspend this Agreement, wholly or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid the compensation due and payable to the date of suspension.

14. Termination.

14.1 District shall not declare a default by Consultant or terminate this Agreement unless District has given Consultant written notice of any breach hereunder, and Consultant shall have failed to cure such breach within ten (10) days following such written notice. In such case, District will have no liability of any kind to Consultant except for fees and expenses earned by Consultant through the date of the breach notice. Should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

14.2 Upon such termination, Consultant shall immediately turn over to District any and all copies of videotapes, studies, sketches, drawings, computations, reports, survey data and other data, whether or not completed, prepared by Consultant in connection with this Agreement. Such materials shall become the permanent property of District.

15. Inspection.

Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work completed and materials furnished, if any, shall be subject to Seeley County Water District's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its Agreement as prescribed.

16. Ownership of Materials.

All original drawings, reports, studies, specifications, contract documents, survey notes, cost estimates, quantity estimates, correspondence, videotapes, and other materials prepared by or in possession of Consultant pursuant to this Agreement with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business shall upon payment of all amounts rightfully owed by the District to the Consultant become the permanent property of District and shall be delivered to District upon demand. Consultant assigns to the District all of its respective interests, rights and title in copyrights, proprietary rights, or other intellectual properties in any work produced by the Consultant under this Agreement. Any reuse or modification for purposes other than those intended by the Consultant herein shall be at the District's sole risk and without liability to the Consultant.

17. Interest of Consultant.

- 17.1 Consultant covenants that it presently had no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.
- 17.2 Consultant covenants that, in the performance of this Agreement, no sub-consultant or person having a conflict of interest with regard to the Project shall be employed/contracted by Consultant.
- 17.3 Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer, employee, Planning Commission Member or Board Member of the District.

18. Indemnification.

- 18.1 Consultant agrees to the fullest extent permitted by law to indemnify, and hold the Seeley County Water District and its representatives, officers, directors, designees, employees, and agents harmless against any claims for death, personal injury, damages or other relief against the Seeley County Water District or District's Associated Persons, including costs, expenses, and reasonable

attorney's fees, to the extent resulting from negligent or wrongful acts of failure to act by Consultant.

19. Independent Contractor.

In all situations and circumstances arising out of the terms and conditions of this Agreement, Consultant is an independent contractor, and as an independent contractor, the following shall apply:

- 19.1 Consultant is not an employee or agent of District and is only responsible for the requirements and results specified by this Agreement or any other Agreement.
- 19.2 Consultant shall be responsible to District only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to District's control with respect to the physical actions or activities of Consultant in fulfillment of the requirements of this Agreement.
- 19.3 Consultant is not, and shall not be, entitled to receive from, or through, District, and District shall not provide, or be obligated to provide, Consultant with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of the District.
- 19.4 Consultant shall not be entitled to have District withhold or pay, and District shall not withhold or pay, on behalf of Consultant, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.
- 19.5 Consultant shall not be entitled to participate in, or receive any benefit from, or make any claim against any District fringe program, including, but not limited to, District's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to District's employees.
- 19.6 District shall not withhold or pay, on behalf of Consultant, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by Consultant.
- 19.7 Consultant is, and at all times during the term of this Agreement, shall represent, and conduct itself as an independent contractor, not as an employee of District.
- 19.8 Consultant shall not have the authority, express or implied, to act on behalf of, bind or obligate the District in any way without the written consent of the District.

20. Insurance.

- 20.1 Consultant hereby agrees at its own cost and expense to procure and maintain during the entire term of this Agreement, and any extended term thereof, commercial general liability insurance (bodily injury and property damage), workers compensation and employer's liability insurance, commercial automobile liability insurance (bodily injury and property damage) and professional errors and omissions liability insurance at the minimum limits set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Errors & Omissions Coverage	\$2,000,000 per claim
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$500,000
Commercial General Liability (Including Contractual Liability Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Commercial Automobile Liability (owned, hired & non-owned vehicles)	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

- 20.2 Special Insurance Requirements. All insurance required under paragraph 19 shall:

- 20.2.1 Be procured from an insurer authorized to provide insurance in California.
- 20.2.2 Be primary coverage as respects District and any insurance or self-insurance maintained by District shall be in excess of Consultant's insurance coverage and shall not contribute to it.
- 20.2.3 Name District as an additional insured on all policies, except Worker's Compensation and Error and Omissions and provide that District may recover for any loss suffered by District by reason of Consultant's negligence.
- 20.2.4 State that it is primary insurance and regards District as an additional insured and contains a cross-liability or severability of interest clause.
- 20.2.5 Not be cancelled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to District. However, Consultant may not terminate such coverage until it provides District with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior

written consent of District shall, at the option of District, be grounds for termination of this Agreement.

20.3 Additional Insurance Requirements.

20.3.1 Complete copies of certificates of insurance for all required coverage's including additional insured endorsements and 30-day notice of cancellation clause endorsements shall be made available upon request by the District.

20.3.2 District is to be notified immediately of all insurance claims that arise pursuant to this Agreement and Project. District is also to be notified if any aggregate insurance limit is exceeded.

20.3.3 The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- A. Includes contractual liability;
- B. Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured; and
- C. Does not contain an "excess only" clause which requires the exhaustion of other insurance prior to providing coverage.
- D. Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance.
- E. Includes District as an additional insured.
- F. States that it is primary insurance and regards District as an additional insured and contains a cross-liability or severability of interest clause.

20.4 Deposit of insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, Consultant shall, if requested by District, cause to be given to District satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

20.5 Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude Consultant from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

21. Workers' Compensation Certification.

Consultant understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation according to the statutory requirements prior to beginning work on the Project.

22. Assignment.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party. Consultant may employ other specialists to perform services as required with prior written approval by the District.

23. Non-Discrimination.

During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty) (40), marital status and denial of family care leave. Consultant and its sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its sub-consultants 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 §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. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Consultant shall also abide by the American Disabilities Act and all amendments thereto, and all administrative rules and regulations pursuant to said Act. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

24. Notices and Reports.

- 24.1 All notices and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, return receipt requested, addressed as follows:

SEELEY COUNTY WATER DISTRICT

CONSULTANT

Ms. Miriam Rosales	Mr. James G. "Jack" Holt, P.E.
Administrative General Manager	Secretary / CFO
Seeley County Water District	The Holt Group, Inc.
1898 West Main Street, PO Box 161	1601 N. Imperial Avenue
Seeley, CA 92273	El Centro, CA 92243
Phone: 760-352-6612	Phone: 760-337-3883
Email: mrosales@seeleywaterdistrict.com	Email: jack@theholtgroup.net

24.2 All notices and reports under this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner.

24.3 Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

25. Entire Agreement.

This Agreement contains the entire Agreement between District and Consultant relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

26. Modification.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

27. Severability.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

28. Waiver.

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

29. Choice of Law.

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into at Seeley, California. Any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within the County occupied by the District.

30. Authority.

30.1 Each individual executing this Agreement on behalf of Consultant represents that:

30.1.1 He/She is duly authorized to execute and deliver this Agreement on behalf of Consultant;

30.1.2 Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of Consultant and;

30.1.3 This Agreement is binding upon Consultant accordance with its terms.

30.2 If requested, Consultant shall deliver to District evidence acceptable to District of the foregoing within thirty (30) days of execution of this Agreement.

31. Intellectual Property.

Notwithstanding the provisions of this Agreement, any techniques, technology or tools independently developed by Consultant and not developed for or paid for by District shall not be the intellectual property of District.

32. Performance Schedules.

The completion times on this schedule represent the expectations of the Parties and Consultant agrees to diligently attempt to meet them. The actual timing of performance may be affected, however, by action or inaction of the contractor, governmental entities, unforeseeable conditions, or other events beyond the reasonable control of Consultant and Consultant shall not be liable for such delays occurring in spite of its diligent efforts. Consultant may request in writing an extension of time for reasons other than force majeure. The District may in writing grant the request or deny the request.

33. Notice of Adverse Conditions.

Consultant will promptly give the District written notice of financial, personnel, litigation, public relations or other conditions or developments that could reasonably be expected.

IN THE WITNESS WHEREOF, the Parties have executed this Agreement.

Attest:

X _____
Miriam Rosales
Administrative General Manger/Secretary of the Board
Seeley County Water District

Seeley County Water District:

X _____
Patrick Harris
Director of the Board
Seeley County Water District

Consultant: ~~The Holt Group, Inc.~~

X _____
James G. Holt
Secretary/CFO
The Holt Group, Inc.

ATTACHMENT A

SCOPE OF WORK

I. INTRODUCTION & PROJECT UNDERSTANDING

A portion of the Seeley County Water District's (District) water distribution system is aged, in poor condition, subject to failure and in need of replacement. The specific area in which water pipeline improvements are required is bounded by Main Street on the north, Mount Signal Avenue on the west, Evan Hewes Highway on the south, and Haskell Road on the east.

The existing domestic water pipelines to be replaced are 3-inch diameter, 4-inch diameter and 6-inch diameter pipelines. The pipelines recommended to be replaced are undersized per the hydraulic analysis model.

The water pipeline sections recommended for replacement are listed in the below chart:

Water Pipeline Section			
Pipeline Segment in Road	Recommended Pipeline Replacement Diameter	Pipeline in AC Pavement Area (in lineal feet)	Pipeline in Unpaved Area (in lineal feet)
Mount Signal Avenue (between Alley of Rio Vista Street/Main Street and Evan Hewes Highway)	8-inch	1,100	
San Diego Avenue (between Alley of Main Street/Park Street and Evan Hewes Highway)	8-inch	60	740
Haskell Road (between Alley of Main Street/Park Street and Evan Hewes Highway)	12-inch	800	
Evan Hewes Highway (between Mount Signal Avenue and Haskell Road)	12-inch	30	1,500
Alley Between Evan Hewes and Park Street (between Mount Signal Avenue and Haskell Road)	8-inch	60	1,500
Alley just north of Evan Hewes Highway and immediately west of San Diego Avenue	8-inch	250	
Within Park (running in east-west direction) Between Main Street and Park Street)	8-inch	640	

The existing pipelines to be replaced are composed of asbestos cement material. The existing small diameter pipelines restrict the overall water system pressure and flow and limit water delivery to users.

It is recommended that 8 inch diameter and 12-inch diameter pipelines be installed to replace the existing pipelines. Existing water service connections will be required to be re-connected to the new replacement pipelines. The existing fire hydrants will be required to be connected to the new replacement water pipelines.

A proposed new 12-inch diameter water pipeline is to extend southerly along Haskell Road from the intersection of Main Street's southerly alley and Haskell Road. The proposed pipeline to extend south along Haskell Road will loop with a pipeline located at the intersection of Evan Hewes Highway and Haskell Road. The installation of the new 12-inch water pipeline will result in a looped water distribution pipeline system in the improvement area. The larger diameter looped pipeline section will increase the hydraulic capacity of the distribution system and provide the minimum required domestic water and fire flow in the improvement area.

The Holt Group, Inc. is fully committed to complete the water pipeline design by the submittal deadline.

II. SCOPE OF SERVICES

Following is the Scope of Work required to complete the design , bidding assistance and construction support services for this project:

Task 1 Surveying

Task 1.1 Easement and Right of Way Research

The installation of the new water pipeline segments will require research of existing right of ways and easements.

- A. The Holt Group, Inc. will complete map research to determine the existing right of way status along the length of the proposed water pipeline segment installation routes.
- B. The Holt Group, Inc. will identify survey monuments by reviewing record maps or tie cards for the establishment of Right of Way and property lines.
- C. During the field survey the monuments are to be identified and the horizontal information obtained for the accurate establishment of the right of way lines on the improvement plan sheets.

Task 1.2 Field Surveying for Preparation of Base Plans

- A. The Holt Group, Inc. will obtain necessary benchmark and monument information from the County of Imperial Surveyors office.
- B. The Holt Group, Inc. will obtain as-built utility maps from applicable utility purveyors.
- C. The Holt Group, Inc. will travel to the project site and complete a field survey to establish existing right of way lines and benchmarks. Horizontal Control Lines shall be established along the street and alley right of way centerlines. Stationing shall be established along the streets pipeline replacement is to occur.
- D. The Holt Group, Inc. will establish the horizontal and vertical control for the project.
- E. Stakes or P.K. nails shall be established along the length of the pipeline at 100 feet on center at even stations.
- F. Benchmarks shall be established along the pipeline at a minimum distance of 500 feet on center.
- G. As-Built Drawings of existing water pipelines in the area shall be obtained and reviewed.

- H. Utility As-Built Drawings shall be obtained.
- I. Coordination with applicable utility purveyors will occur in an effort to identify the exact location of existing utilities within the improvement area.
- J. The 90% plans shall be forwarded to Utility Agencies for review.
- K. Utilities identified in the field shall be illustrated on the improvement plan sheets.

Task 2 **Preparation of Final Engineering Improvement Plans**

Task 2.1 **Preparation of Improvement Plans**

The Holt Group, Inc. shall begin the preparation of the improvement plans after the field information is obtained. The Holt Group Engineering Staff shall coordinate with applicable utility purveyors and the SCWD staff to review the location of existing utilities, water pipelines, fire hydrants and water services. Sanitary Sewer Manholes and known underground pipelines shall be illustrated on the improvement plans.

The water pipeline improvements are located in County of Imperial Right of Way. It will be necessary to obtain an Imperial County approved encroachment permit to construct the proposed water pipeline improvements. The County of Imperial will require the improvement plans be reviewed and approved by the County of Imperial Public Works Department as a condition of the encroachment permit approval. The County of Imperial Public Works Department will require that the plan sheets be prepared according to the County of Imperial Public Works Department Standards and requirements. The Holt Group will prepare the improvement plan sheets as follows:

- A. Prepare a title sheet in accordance with the County of Imperial Public Works Department Standards. Include a project description, general notes, vicinity map, index sheet, project title, District's Board of Directors and District Staff.
- B. Prepare an index sheet. Include the illustration of the horizontal control points and the illustration of benchmarks on the sheet index sheet. Include a benchmark table on the index sheet. Illustrate the plan and profile sheet areas and plan sheet number on the sheet index.
- C. Prepare plan and profile improvement drawings for the pipeline sections. The plan and profile improvement plan sheets shall be prepared at a horizontal scale of 1 inch = 40 feet. The Vertical Scale shall be 1 inch equals 4 feet. Illustrate all existing objects on the improvement plan sheet and "call out" all existing objects with keynotes. Illustrate the proposed new pipeline facilities and proposed horizontal alignment. New pipeline facilities include new valves, fire hydrants, and water services. Illustrate all known utilities on the improvement plan sheets. Illustrate right of way lines and easement lines on the improvement plan sheets. Illustrate the Assessor's Parcel Numbers of residences, businesses, public agencies, etc. on the improvement plan sheets. Illustrate utilities on the profile section of the improvement plans. Identify any conflicts with the new pipeline facilities on the plan and profile drawings. Illustrate any temporary water pipeline facilities which will be required to be installed to maintain a domestic water service to water users during the water pipeline replacement.
- D. Prepare trench section details, service pipeline details, fire hydrant details, backflow preventor details etc. County of Imperial Public Works Department Standards will be used as applicable.
- E. Prepare a detail for each water pipeline connection including locations where the new replacement pipeline section connects to existing pipeline sections. Each detail shall

illustrate each valve, fitting, reducer, pipe length, restrained joint fitting and all other connection components.

The Holt Group Engineering Staff will coordinate with the County of Imperial Public Works Department, State Water Resources Control Board Division of Drinking Water, County of Imperial Environmental Health Services, and Seeley County Water District regarding design standards. The Holt Group will prepare the improvement plans to County of Imperial Public Works Department Standards including the Title Sheet, Sheet Index, Improvement Plans, Detail Sheets, Traffic Control Plan (as applicable), Erosion Control Plans (as applicable). The Improvement Plans will be prepared to a 90 percent and 100 percent completion status.

Task 2.2 Preparation of Quantity and Engineering Cost Estimates

The Holt Group, Inc. will review the completed improvement plans at the 90% and 100% submittal phases and prepare a comprehensive set of Quantity and Cost Estimates. The Quantity and Cost Estimates will be prepared for each infrastructure item including water pipeline installation costs, mobilization, staging, permits, traffic control, pavement rehabilitation, construction staking, geotechnical testing, erosion control and any other similar related items. The Quantity and Cost Estimates will be forwarded to the District Staff and the Imperial County Community and Economic Development Department (ICCED) for review and comment. The Holt Group Staff will review the cost estimates with the District Staff and ICCED as required.

Task 3 Preparation of Specifications and Bid Documents

Task 3.1 Preparation of Bid Documents

Prepare Contract Documents to conform to ICCED, County of Imperial Public Works Department and Community Development Block Grant (CDBG) requirements. Contract Documents to include Bid Advertisement, Instructions to Bidders, Bid Forms, Wage Requirements, Agreement and General Conditions.

Task 3.2 Preparation of Special Specifications

Prepare Special Condition Specifications that are site specific to be included as a part of the Final Design and Project Manual. Special Conditions shall include items such as the Sequence of Construction, Contractor Permit Requirements, Notifications to District's customers, submittal document list, geotechnical testing list, construction water availability, etc.

Task 3.3 Preparation of Technical Specifications

Prepare Technical specifications. Technical specifications will include items such as earthwork requirements, concrete requirements, asphalt pavement requirements, pipeline installation requirements, pipeline material requirements, valve requirements, fitting requirements, pressure testing requirements, disinfection requirements and similar technical specification items.

Task 4 **Project Design Coordination and Meetings**

Task 4.1 **Seeley County Water District and ICCED Coordination**

The Holt Group, Inc. will coordinate with the SCWD, ICCED and County of Imperial Public Works Department during the project design period. Meetings will be held to review the overall design progress and to discuss any issues associated with the overall project and its proposed improvements. The Holt Group Staff will prepare meeting minutes for all meetings conducted and distribute to SCWD, ICCED and the County of Imperial Public Works Department within five working days.

Task 4.2 **Utility Purveyor Coordination**

The Holt Group Staff shall meet with the Seeley County Water District, County of Imperial Public Works Department, County of Imperial Environmental Health Services, Imperial Irrigation District (IID) Power Division, Imperial Irrigation District (IID) Water Division, Gas Company, AT&T and Spectrum Cable Representatives during the project design. The Holt Group will obtain all applicable utility purveyor infrastructure mapping for identification and location of existing utility infrastructure. The Holt Group will coordinate all applicable utility infrastructure installation, removal or relocation as required. In addition, The Holt Group will prepare and coordinate the acquisition of any applicable encroachment permits from any utility purveyors. The Holt Group Staff will obtain the utility relocation costs from the utility purveyors during the project design.

Task 4.3 **Project Schedule**

The Holt Group, Inc. will prepare a Schedule of Events listing the major items and dates relevant to the Final Design, Bidding, and Construction Phases of the project. The Schedule of Events will be updated as major approval milestones (such as County Public Works Encroachment Permit, Funding Approval) are achieved.

Task 5 **Design Services during Bidding Phase**

Task 5.1 **Pre-Bid Conference Meeting Participation**

The Holt Group, Inc.'s Engineering Staff team will participate in the project's Pre-Bid Conference. The Holt Group will coordinate with ICCED regarding Pre-Bid Conference questions or comments. The project management team will assist with any questions pertaining to the work product prepared by The Holt Group, Inc. and its consultants.

Task 5.2 **Addendum Preparation**

The Holt Group will assist ICCED with addendum items when requested by ICCED.

Task 6 **Construction Support Services**

Task 6.1 **Construction Clarification Services**

The Holt Group Engineering Staff will provide clarification to questions pertaining to the project design, perform field visits in relation to design questions and provide necessary clarification documentation or revisions to the design documents as requested by ICCED or SCWD during the construction period.

Task 6.2 **Participate in Pre-Construction Conference and Progress Meetings**

The Holt Group, Inc. will attend and participate in the Pre-Construction Conference. The Holt Group will also participate in construction progress meetings, as required.

Task 6.3 **Preparation of Record Drawings (As-Built Plans)**

The Holt Group, Inc. will prepare AutoCAD electronic plan revisions from the as-built notes and redlined plans provided by the contractor and Construction Management Consultant. The completed as-built plans shall be dated and forwarded to the Seeley County Water District. Hard copies and electronic files in AutoCAD format shall be provided.

III. DELIVERABLES

The cost of Deliverables is included in the lump sum Design Fee

90% Submittal

Two (2) sets of hard copy plans (including Traffic Control Plans and Erosion Control Plans – Two (2) sets of hard copy specifications – Two (2) hard copies of the Engineer's Opinion of Probable Quantity and Cost

100% Submittal

Electronic Copies of all Documents - Two (2) sets of hard copy plans (including Traffic Control Plans and Erosion Control Plans – Two (2) sets of hard copy specifications – Two (2) hard copies of the Engineer's Opinion of Probable Quantity and Cost

ATTACHMENT B

THE HOLT GROUP, INC.

Hourly Rate Schedule

Effective January 1, 2017

PLANNING

Senior Planner (AICP)/Senior Project Manager	\$130.00/Hour
Associate Planner	\$95.00/Hour
Assistant Planner	\$90.00/Hour
Planning Clerk	\$60.00/Hour
Senior Labor Standards Compliance Monitor	\$94.00/Hour
Assistant Labor Standards Compliance Monitor	\$79.00/Hour
Planning Assistant	\$70.00/Hour
Grant Manager	\$130.00/Hour
Planning Designer/AutoCAD Technician	\$75.00/Hour

ENGINEERING

Principal Engineer P.E./L.S.	\$170.00/Hour
Project Engineer P.E./L.S.	\$150.00/Hour
Associate Project Engineer	\$130.00/Hour
Assistant Project Engineer	\$130.00/Hour
Project Manager	\$130.00/Hour
Civil Designer III	\$105.00/Hour
Civil Designer II	\$100.00/Hour
Civil Designer I	\$90.00/Hour
Senior Plan Checker	\$130.00/Hour
Plan Checker	\$110.00/Hour
Resident Engineer	\$125.00/Hour
Assistant Resident Engineer	\$110.00/Hour
Designer III	\$90.00/Hour
Designer II	\$80.00/Hour
Designer I	\$75.00/Hour

SURVEYING STAFF

Survey Project Manager	\$150.00/Hour
2 Man Survey Crew with GPS (Overtime)	\$340.00/Hour
2 Man Survey Crew with GPS	\$270.00/Hour
1 Man Survey Crew with GPS	\$160.00/Hour
Survey Travel Time	Crew Rate x 50%

NOTES:

1. The minimum time charged for survey project is 1/2 day (4 hours at the crew rates plus travel time).
2. Crew charges include standard surveying equipment.
Rental of any special equipment will be charged at cost plus 15%.

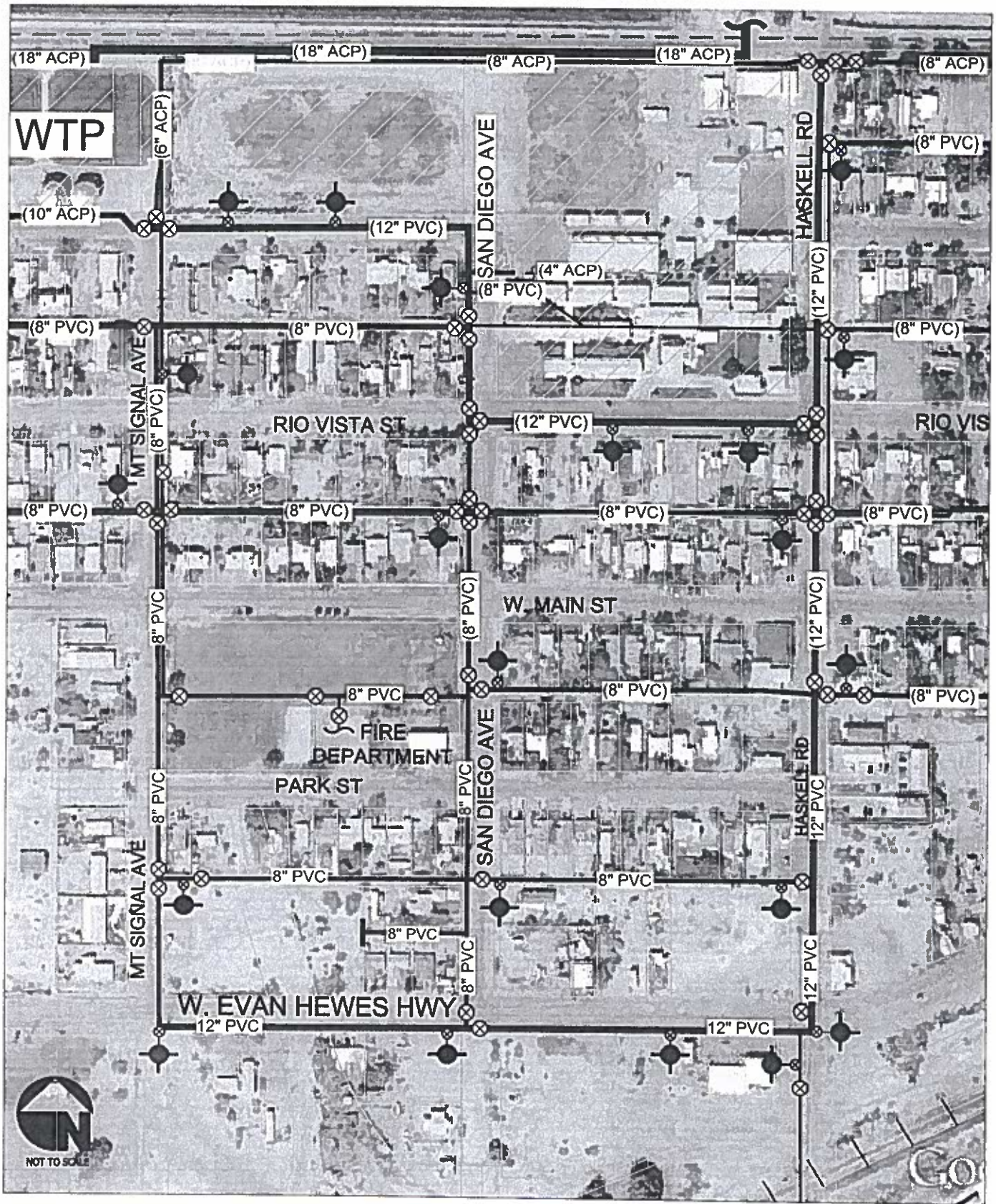
ADMINISTRATIVE SUPPORT SERVICES

Senior Administrator	\$85.00/Hour
Word Processor	\$65.00/Hour
Office Technician/Courier	\$60.00/Hour

REIMBURSABLE EXPENSES

Photocopies (each)	\$0.25
Plots (per square foot in color)	\$1.70
Plots (per square foot in black & white)	\$0.85
Computer Plotter	\$19.00/Hour
Postage	Cost + 15%
Vehicle Mileage	\$0.59
Reproduction, Special Photography, Printing, etc. performed by Subcontractor, Aerial Photogrammetry, Delivery Service,	Cost + 15%
Hotel/Motel Per Diem Expenses	Cost + 15%

ATTACHMENT C



The Holt Group, Inc.
ENGINEERING · PLANNING · SURVEYING

1601 N. Imperial Ave. El Centro, California 92243 (760)337-3883



Water Pipeline Replacement
Seeley, CA. 92273

NEW WATER PIPELINE

10-19-2017



Miriam Rosales <mrosales@seeleywaterdistrict.com>

CDBG Colonias funding opportunity

Esperanza Colio <EsperanzaColio@co.imperial.ca.us>

Tue, Sep 26, 2017 at 11:53 AM

To: "pharris@seeleywaterdistrict.com" <pharris@seeleywaterdistrict.com>, "Patrick Harris (pharris.scwd@aol.com)" <pharris.scwd@aol.com>

Cc: "mrosales@seeleywaterdistrict.com" <mrosales@seeleywaterdistrict.com>, Michael Kelley <MichaelKelley@co.imperial.ca.us>

Good Afternoon Mr. Harris,

The California Department of Housing and Community Development recently announced its 2017 Community Development Block Grant (CDBG) - Colonias allocation. Under this funding opportunity, there is a possibility to apply for up to \$1,300,000 for water and/or sewer plant(s) improvements located in a colonia designation, as long as the project has 30% engineering plans completed. As you may be aware, the Seeley community is a colonia designation; therefore, your community is eligible to apply for the aforementioned funding through the County of Imperial.

I would like to have the opportunity to present this funding opportunity in your upcoming district meeting scheduled for October 9, 2017.

Thank you

Esperanza Colio Warren

Community & Economic Development Manager

County of Imperial

940 W. Main. St. Suite 203

El Centro, CA 92243

Tel. (442) 265-1101

Fax: (442) 265-1118

esperanzacolio@co.imperial.ca.us

www.imperialcountycd.com

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item 5

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Now In: Please confirm your order

You are now ready to complete your order. Please review your order below, and then click the 'Place Order' button only once below to process your order...

[Place Order](#)

Billing Address:

Seeley County Water District
Seeley County Water District
Po Box 161
Seeley, CA 92273
UNITED STATES
760-352-6612

Shipping Address

[Change](#)

Seeley County Water District
SEELEY COUNTY WATER DISTRICT
1898 W MAIN ST
SEELEY, CA 92273
UNITED STATES

Payment Method:

Purchase Order #: Test

Order Summary

[To edit your order, click here](#)

Product

SJE Rhombus® MegaMaster™ Signal-Duty Float Switch, 50' Cable, Internally Weighted, 3-Wire,
NO/NC, SPD, 1046501
Item: 34900

Quantity

6

SubTotal

\$635.70

Order Options

The Following Order Options Are Available:

Cost	Select
Estimated Shipping: (UPS Ground)	Sub Total: \$635.70
Estimated Tax: \$52.05	\$35.88
Estimated Total: \$723.63	

Order Notes

Enter any special instructions or notes about this order:

[Submit Notes](#)

item 6

Loveland, Stacy

to me Holly

Hope that you had a fantastic day! Here are the rates for the project.

- \$33.25 per ton - \$200 minimum per load for soil free of debris & any liquids (dried) to Imperial Land
- \$26 per ton - \$300 minimum per load for soil that has liquids to Copper Mountain
- Also attached are the forms for profiling the material to either site

Please let me know if you need anything else from me. I will follow up with you tomorrow.



Stacy K. Loveland Special Waste Executive

8354 Clairemont Mesa Blvd., San Diego, CA 92111

- sloveland@republicservices.com

480-516-1892 480-516-1892

© 2017 Republic Services, Inc.

From: Aaron Garcia [mailto:agarcia@seeleywaterdistrict.com]

Sent: Thursday, October 19, 2017 9:10 AM

3 Attachments

Quote 1 Item 7

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

SYNAGRO

SEPTEMBER 20, 2017

Mr. Aaron Garcia – Maintenance Manager
Seeley County Water District
1898 West Main Street
El Centro, CA 92243

Re: Proposal for Transportation and Disposal of Dried Biosolids

Dear Mr. Garcia:

Synagro-WWT, Inc. (Synagro) is pleased to provide the following proposal for transportation and disposal of biosolids generated at the Seeley County Water District (District) located at 1898 West Main Street El Centro, CA 92243.

Our proposed scope of work is to load and transport approximately 1250 tons of dried biosolids to authorized end use sites as directed by Synagro.

We are providing the Authority the following price as a non-binding budgetary estimate of \$57 per ton or \$71,250.00.

Our proposal is delivered in good faith and we are prepared to enter into a mutually acceptable contract and is contingent on lab results currently in process. Please note that this proposal is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until all parties negotiate and execute a binding contract. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro's approval, at its discretion. Pricing may vary until the final contract is negotiated.

If you have any questions or require further information, please contact me at 951.234.4851 or tyanavage@synagro.com. Thank you for the opportunity to submit our proposal for this work.

Respectfully submitted,

Tim Yanavage

Tim Yanavage
Area Sales Manager

cc: Gary Gibson, Craig Geyer, Brian Millage

YOUR PARTNER FOR A CLEANER, GREENER WORLD

QUOTE B Item 7