

RESOLUTION NO. 2025-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HEBER PUBLIC UTILITY DISTRICT AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH THE HOLT GROUP FOR THE 7TH STREET PIPELINE PROJECT

WHEREAS, the Heber Public Utility District (District) is committed to maintaining and improving its water infrastructure to ensure reliable service to the community; and

WHEREAS, the District has identified the 7th Street Pipeline Project as a necessary improvement to support system reliability, operational efficiency, and long-term service delivery; and

WHEREAS, the Holt Group has submitted a proposal to provide professional engineering and consulting services necessary to support the planning, design, and implementation of the 7th Street Pipeline Project; and

WHEREAS, District staff has reviewed the proposal and determined that the Holt Group possesses the qualifications and expertise required to perform the scope of work; and

WHEREAS, the Board of Directors finds it to be in the best interest of the District to enter into an agreement with the Holt Group to proceed with the 7th Street Pipeline Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Heber Public Utility District as follows:

1. The General Manager is hereby authorized to execute an agreement with the Holt Group for professional services related to the 7th Street Pipeline Project, in a form substantially consistent with the draft presented to the Board.
2. The General Manager is further authorized to take all necessary actions to carry out the intent of this Resolution, including making minor modifications to the agreement as may be required.
3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 21st day of August, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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OF THE HEBER PUBLIC UTILITY DISTRICT
AUTHORIZING THE GENERAL MANAGER TO
EXECUTE AN AGREEMENT WITH THE HOLT
GROUP FOR THE 7TH STREET PIPELINE PROJECT**

ATTEST:

By: _____
Jacob Bermudez,
Clerk of the Board

By: _____
Helen Diaz-Molina,
Board President

APPROVED AS TO FORM:

By: _____
Steve Walker,
General Counsel

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
HEBER PUBLIC UTILITY DISTRICT

I, Jacob Bermudez, Secretary to the Clerk of the Board of the Heber Public Utility District, County of Imperial, State of California, DO HEREBY CERTIFY that the foregoing resolution was dully passed, approved and adopted by the Board of Directors of the Heber Public Utility District at its regularly scheduled meeting held on the 21st of August 2025.

By: _____
Jacob Bermudez,
Clerk of the Board

08/14/2025

Madeline Dessert
General Manager
Heber Public Utility District
1078 Dogwood Rd., Ste 103
Heber, CA 92249

RE: Design, Bidding, Construction Management and Labor Compliance Services for the 7th Street Water Pipeline Project – THG Project No. 744.099

Dear Ms. Dessert,

Serving as the District Engineer, The Holt Group is proposing to provide engineering design, bidding, construction management and labor compliance services associated with the 7th Street Water Pipeline Project. The project includes the following improvements:

- Replacement of an existing leaky 4-inch diameter ACP potable water pipeline along 7th Street between Heber Avenue and 100-foot extension east of Heffernan Avenue.
- Abandonment of a redundant and leaky existing 4-inch diameter ACP pipeline along Heffernan Avenue between Main Street and 6th Street. Relocate of the existing water services connected to 4-inch diameter ACP potable water pipeline to the existing 8-inch diameter PVC potable water pipeline.
- Replacement of an existing and leaky 2-inch diameter copper potable water pipeline along the southerly alley of 7th Street between Heber Avenue and Parkyns Avenue.
- Exploration and identification of routes and connections of existing potable water pipelines at the intersection of Parkyns Avenue and 6th Street. Install ductile iron cross connection with valves of existing pipelines at such intersection.

The Heber Public Utility District (HPUD) was awarded grant funding for this project. The Holt Group proposes to complete the required engineering services in accordance with the Agreement for Professional Engineering and Planning Services dated June 17th, 2025, and as discussed with HPUD Management. The services proposed are as follows:

Design Services:

- Review existing utility as-built records as provided by various utility purveyors. Coordinate with utility purveyors regarding potential utility conflicts and relocation of facilities if required.
- Complete required field survey scope of work and topographic survey for preparation of the Improvement Plans.
- Coordinate with HPUD Staff regarding the design criteria and participate in progress meetings.
- Prepare the Improvement Plans (Title, Sheet, Sheet Index, Plan & Profile Sheets, Detail Sheets, Traffic Control Plans, Erosion Control Plans, etc.)
- Prepare the Engineer's Opinion of Probable Quantity (EOOPQ) and Engineer's Opinion of Probable Cost (EOOPC).
- Prepare the Project Specifications (Contract Documents, Bid Form, General Conditions, Special Conditions, and Technical Conditions).
- Prepare and submit the County of Imperial Plan Check Review Application. Coordinate with the County of Imperial Department of Public Works regarding the plan check review comments.

Bidding Services:

- Prepare the legal advertisement for publication in a local newspaper.
- Prepare and update the plan holder's list throughout the bidding process.
- Distribute design documents to all on the plan holder's list.
- Prepare the Pre-Bid Conference Agenda. Coordinate and chair the Pre-Bid Conference. Prepare and distribute a Pre-Bid Conference Memorandum to all Plan Holders.
- Review contractor questions related to the design during the bidding process.
- Prepare and distribute addenda to plan holders clarifying questions or modifying plans, specifications, and contract documents during the bidding period.
- Participate in the Bid Opening and tabulate the bid results.
- Review the bids submitted by various contractors for bid compliance and mathematical correctness.
- Prepare and forward the recommendation of award letter for the lowest, responsive, and responsible bidder to HPUD Staff.
- Once a contract has been awarded the project, Coordinate with HPUD Staff and the contractor regarding the processing of various contract documents. Coordinate with the HPUD Attorney regarding the review and approval of the Payment Bond, Performance Bond and Certificates of Insurance.

Resident Engineering and Construction Management Services:

- Prepare the Pre-Construction Conference Agenda. Coordinate and chair the Pre-Construction Conference. Prepare and distribute a Pre-Construction Conference Memorandum to all Plan Holders.
- Notify the general-public and public safety agencies of the project, the upcoming construction activities, roadway closures and proposed alternative driving routes. Complete meetings with public safety agencies and any applicable residents as required.
- Review submittals as provided by the contractor. Prepare and provide submittal responses in a timely manner. Prepare and update the submittal log throughout the construction process.
- Monitor dust control activities at the project site; monitor Stormwater Pollution Prevention Plan (SWPPP) compliance; verify that all Erosion Control is set up and maintained throughout the duration of the project.
- Monitor safety conditions and traffic control activities at the project site. Ensure traffic control devices are set up and maintained throughout the project site.
- Coordinate with the County of Imperial Department of Public Works regarding the traffic control requirements.
- Provide full-time resident engineering and construction inspection services while contractor is conducting construction activities.
- Prepare and distribute daily construction inspection reports to HPUD Staff and all other applicable parties at the conclusion of each workday.
- Review project progress payment applications and change order requests. Coordinate with HPUD Staff regarding the final approval of all payment applications and change order requests.
- Collect and review all material slips delivered to the project site. Monitor, track and document all project material quantities placed at the project site.
- Review and prepare responses to RFI submittals. Coordinate with HPUD Staff prior to the issuance of responses to RFI responses.
- Coordinate with geotechnical testing consultant regarding the geotechnical testing scope of work and results.
- Provide quality control (QC) geotechnical testing and inspections as required.
- Provide labor compliance services throughout the project. Ensure the Contractor and its' Sub-Contractors pay correct wages as determined by the State Department of Industrial Relations. To include employee interviews. The employee interviews are to be completed for all trades.
- Assist with the completion of project close-out activities and documentation. Participate in the pre-final and final walkthroughs and preparation and recording of project Notice of Completion.
- Obtain as-built notes during construction activities. Prepare as-built plans per the project improvements.
- Keep contract files in different categories (payment requests, change orders, RFI's labor compliance, etc.) as these files will be used by the granting agency to audit the work. Assist with project audit if required.

The Holt group proposes to complete the work items outlined above on a lump sum basis. The following is a summary of the professional engineering services and the associated fees:

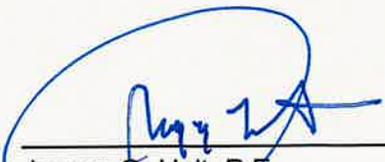
Service	Cost	Unit
Design Engineering Services	\$50,000.00	Lump Sum
Bidding Services	\$10,000.00	Lump Sum
Resident Engineering and Construction Inspection Services	\$40,000.00	Lump Sum
Labor Compliance Services	\$8,000.00	Lump Sum
Geotechnical Testing and Inspection Services	\$30,000.00	Lump Sum
Total Cost of Services	\$138,000.00	Lump Sum

Thank you for this opportunity to be of service. We look forward to a successful project. Should you have any questions or concerns, please do not hesitate to contact me at (760) 337-3883 or jack@theholtgroup.net.

If the Scope of Work and associated fees are acceptable to you, please sign and date below:

THE HOLT GROUP, INC.

HEBER PUBLIC UTILITY DISTRICT



 James G. Holt, P.E.
 Secretary/CFO

 Madeline Dessert
 General Manager



 Date

 Date



780 N. 4th Street
El Centro, CA 92243
(760) 370-3000
landmark@landmark-ca.com

77-948 Wildcat Drive
Palm Desert, CA 92211
(760) 360-0665
gchandra@landmark-ca.com

August 4, 2025

Mr. Juny Marmolejo
The Holt Group, Inc.
1601 N. Imperial Avenue
El Centro, CA 92243

**Proposal for Construction Materials Testing
7th Street Water Pipeline Project
Heber, California
LCI Proposal No. L25-161T**

Dear Mr. Marmolejo:

Landmark Consultants, Inc. is pleased to provide this proposal for construction materials testing for the improvements to the 7th Street Water Pipeline Project in Heber, California. The estimated fees based on an estimated construction schedule provided by The Holt Group for the testing services are listed below. ***The unit rates provided herein shall be used for the work with not to exceed amount provided, client is responsible to provide landmark with additional budget if needed:***

<u>Field Testing Service (Portal to Portal) – Prevailing Wage</u>	
Compaction/Concrete Testing	\$160/hr.
<u>Laboratory Services</u>	
Maximum Density (Native/Import)	\$420 ea.
Aggregate Base Conformance	\$1,350 ea.
Concrete Cylinder Compression Tests	\$400/set
Sand Equivalent	\$225 ea.
Not to Exceed Total:	\$30,000

A 4-hour minimum charge shall apply to all testing services and shall accrue in 2-hour increments. Overtime hours (after 3 pm weekdays, over 8 hours per day, and anytime Saturdays) shall be invoiced at 1.5 times the normal rate and double time hours be invoiced at 2.0 times normal rates. The opportunity to assist in providing quality assurance for this project is appreciated. Our laboratory is Caltrans, AASHTO, AMRL and CCRL certified.

Sincerely Yours,
Landmark Consultants, Inc.

Randy Lyon
President

TERMS FOR CONSTRUCTION MATERIALS TESTING SERVICES

1.0 Parties

The parties to this Agreement for Services are: **LANDMARK CONSULTANTS, INC.** ("CONSULTANT") and **The Holt Group, Inc.** ("CLIENT").

2.0 Complete Agreement

This Agreement consists of: these Terms; the attached Proposal dated **August 4, 2025** and identified as **L25-161T**, and any Fee Schedule, or other Exhibits or Attachments referenced by or incorporated into the Proposal. The above-described documents constitute the entire Agreement between the parties with regard to the subject matter thereof. This Agreement supersedes all previous Agreements between the parties. There are no Agreements, representations, or warranties between the parties other than those set forth in this Agreement.

3.0 Project Site

3.1 Existing Conditions

CLIENT will provide to CONSULTANT all available information regarding the existing and proposed site conditions. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field tests, laboratory tests and written reports. CLIENT will provide to CONSULTANT any new information concerning site conditions as such information becomes available or upon any change in such information.

3.2 Project Site

CLIENT shall point out all property lines for the benefit of CONSULTANT, and will, if necessary for CONSULTANT, provide boundary markers established by a licensed land surveyor. CLIENT shall point out, for the benefit of CONSULTANT, the location of all underground infrastructure, utilities and similar installations.

3.3 Responsibility for Accurate Information

Client, and not CONSULTANT, is responsible for the accuracy of the information provided regarding existing conditions, and the project site. CONSULTANT shall not be liable to CLIENT for any claim or damage relating to the work product of CONSULTANT, where such work product is based, in whole or in part, on inaccurate information concerning existing conditions or the project site furnished by CLIENT. CLIENT will defend and indemnify CONSULTANT against all claims, demands, or liabilities arising out of or related to the provision of such inaccurate information.

3.4 Repair of Underground Damage

In the case of damage relating to the work product of CONSULTANT, where such work product is based, in whole or in part, on inaccurate information concerning existing conditions or the project site furnished by CLIENT, such damage may be repaired, at the option of CONSULTANT, such repair to be paid for by CLIENT to CONSULTANT at the rate of cost plus 15%.

3.5 Site Access

CLIENT shall grant to CONSULTANT free access to the site for all equipment and personnel necessary for CONSULTANT to perform the services provided herein. CLIENT shall notify all persons or entities in possession of the project site, that CLIENT has granted CONSULTANT such free access to the site. CLIENT shall take all action required to secure permission (and any permits) necessary to allow CONSULTANT free access to the project site. Such action taken by CLIENT shall be at no charge to CONSULTANT unless specifically agreed to in writing by the parties in the attached PROPOSAL.

4.0 Compensation

CLIENT shall pay CONSULTANT for services as set out in the PROPOSAL and any EXHIBITS or ATTACHMENTS thereto. Invoices for services submitted by CONSULTANT to CLIENT shall be due within 30 days of invoice date. CONSULTANT may stop performing services if any payment, including any payment for additional services, is not made to CONSULTANT as agreed to under this Agreement.

Additional services beyond the scope of the Proposal, which include meetings, presentations, responses to governing agency review, responses to design team member reviews, revisions to draft reports, or changes in the scope of services, will be invoiced as extra work on a time and materials basis in accordance with the Fee Schedule of CONSULTANT.

5.0 Termination

This Agreement may be terminated by either party either: seven (7) days after written notice, in the event of any breach of any provision of this Agreement, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CLIENT shall pay CONSULTANT for all services performed prior to the date of termination, plus reasonable termination expenses including, but not limited to, cost of completion analysis, records, and reports necessary to document job status at the time of termination.

6.0 Relationship of Parties

CONSULTANT shall, for all purposes, be an independent contractor as to CLIENT and under no circumstances shall the relationship of employer and employee, or that of a fiduciary, exist between the agents or employees of CONSULTANT and CLIENT.

7.0 Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.0 Damage Limitation

The liability of CONSULTANT to CLIENT for any claim or damage arising from any breach of contract, error or omission, or in any way arising from the provision of services by CONSULTANT under this Agreement, shall be limited to our fee. Further, CONSULTANT shall not be liable to CLIENT for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings, or other incidental (as defined in Commercial Code section 2715 (1)) or consequential (as defined in Commercial Code section 2715(2)) damages.

9.0 Legal Fees

If either party to this Agreement shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Agreement (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

10.0 Governing Law and Venue

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in State court located in Imperial County, California, and Federal court located in the County of Imperial, or if there is not federal court in Imperial, in San Diego County, in the State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the above referenced state and federal courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Agreement. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Agreement.

<p><u>The Holt Group</u> CLIENT</p> 	<p><u>LANDMARK CONSULTANTS, INC.</u> CONSULTANT</p> 
<p>By: <u>James G. Holt</u></p>	<p>By: Randy Lyon</p>
<p>Title: <u>Secretary/CFO</u></p>	<p>Title: President</p>
<p>Date: <u>08/04/25</u></p>	<p>Date: <u>08/04/25</u></p>