

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
PARKS DEPARTMENT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 13.1  
(ID # 21559)

**MEETING DATE:**

Tuesday, April 04, 2023

**FROM :** PARKS DEPARTMENT:

**SUBJECT:** PARKS DEPARTMENT: Approve and Execute Contract with The Holt Group, Inc. for the Mayflower Regional Park Sanitary Sewer Project; District 4. [\$73,800 Total Cost - Solar Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Waive any minor irregularities, and accept the low bid submitted by The Holt Group, Inc in the sum amount of \$73,800 for construction management of the Mayflower Park Sanitary Sewer Improvement project;
2. Award the Construction Management Contract to The Holt Group, Inc for the Mayflower Park Sanitary Sewer Improvement project and authorize the Chairman of the Board of Supervisors to execute the contract documents;
3. Authorize the General Manager, or their Designee, to approve and execute amendments to the Contract that have been approved by County Counsel, as required to complete the project that do not change the substantive terms of the Contracts, or increase compensation more than ten percent (10%); and
4. Direct the Clerk of the Board to return three (3) executed copies of the Contract to RivCoParks.

**ACTION: Policy**

  
Kyla R. Brown, General Manager 3/29/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: April 4, 2023  
xc: Parks

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 30,000	\$ 43,800	\$ 73,800	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Solar Funds 100%			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	<b>22/23</b>

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Since 2006, RivCoParks and the City of Blythe (City) have been working together to allow Mayflower Park to access and connect to the City's existing sewer main located on 6th Avenue and Colorado River Road. Design for the project was completed in 2020.

A Request for Proposals (RFP) for Mayflower Park Construction Management Services was posted to Public Purchase on November 22, 2022, and closed on December 19, 2022, at 1:30 PM. On thousand, six hundred and twenty-six (1,626) Companies were notified of the bid. Sixty (60) Companies accessed the bid, and of those who accessed the bid 48 downloaded the documents and 1 responded. The respondent, The Holt Group, Inc., submitted a bid in the amount of \$73,800. This was determined to be within industry standards for construction management and was accepted by County Purchasing.

Construction of the project was awarded to AZCA Drilling and Pump, Inc. on March 28, 2023 by Minute Order 13.1.

Project will construct a new sanitary sewer pipeline system, pump station, and force main to collect Mayflower Park's wastewater. This new system will connect to an existing, unusable restroom facility which is planned for ADA improvements and retrofitting to support the existing campground, boat launch, and day-use facilities at Mayflower Park. The project includes the installation of 1,668 lineal feet of sewer pipeline and 10 manholes.

The Department of Environmental Health advised that the continued failure of the existing septic tank and drain fields poses a serious threat to public health and safety within the park, Colorado River downstream users and the environment making the completion of the Mayflower Park Sanitary Sewer Improvement project urgent. The existing Mayflower Park septic tank and drain field will be abandoned and decommissioned in accordance with County of Riverside Department of Environmental Health requirements.

Agreement has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

Mayflower Park, is heavily used seasonally, with regular customers returning annually over winter. The current aging septic system infrastructure poses a risk to public health with its



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proximity to the Colorado River. Replacing the existing septic with City Sewer Services will allow for customers full sewer hook-ups without weekly pumping and ensure the facility can remain in use.

**Additional Fiscal Information**

On December 22, 2018, per Minute Order 13.2, your honorable Board dedicated the existing fund balance and future revenue derived from the 25% community benefit share of the McCoy Solar Project to capital improvements at Mayflower Park. As part of this funding dedication, existing park infrastructure at Mayflower Park must be upgraded to meet current public demand. The current wastewater management system poses water quality control issues along the Colorado River. The alternative proposed sewer connection to the City of Blythe's system has been accepted by the City of Blythe and Local Agency Formation Commission (LAFCO).

**ATTACHMENTS:**

Professional Services Agreement with The Holt Group, Inc - AATF



Jason Farin, Principal Management Analyst

3/30/2023



Min C. Fan, County Counsel

3/30/2023

**PROFESSIONAL SERVICE AGREEMENT**

for

**MAYFLOWER CONSTRUCTION MANAGEMENT SERVICES**

between

**COUNTY OF RIVERSIDE REGIONAL PARK AND OPEN-SPACE DISTRICT**

and

**THE HOLT GROUP INC.**





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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between The Holt Group Inc., a California Corporation, (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, (herein referred to as "DISTRICT"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, with the staff designated in Exhibit B Staffing Plan, at the prices stated in Exhibit C, Payment Provisions to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through one (1) year from last signature, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the DISTRICT for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by DISTRICT to CONTRACTOR shall not exceed seventy-three thousand eight hundred dollars (\$73,800.00) including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.



**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Attn: Parks Finance

4600 Crestmore Road, Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PKARC-95826-001-03/24); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and, with some limitations, the DISTRICT Purchasing Agent and/or his designee are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.4** After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.



**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose that the DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

**8. Inspection of Service; Quality Control/Assurance**



**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all



verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

**9.6** CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### **11. Disputes**



**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.



**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**DISTRICT**

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**CONTRACTOR**

THE HOLT GROUP, INC.  
201 E Hobsonway  
Blythe, CA 92225

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon



any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general



aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

**D. Professional Liability**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all



attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).



**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event 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.

**23.12** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**23.13** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**DISTRICT,**  
RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

By: \_\_\_\_\_

Chuck Washington, Chairman  
Board of Supervisors

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

4/4/23

ATTEST:

Kimberly Rector  
Clerk of the Board

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By: \_\_\_\_\_

Kristine Bell-Valdez  
Deputy County Counsel

**THE HOLT GROUP, INC.**

1601 N. Imperial Ave.  
El Centro, CA 92243

By: \_\_\_\_\_

Robert K. Holt  
Chief Executive Officer

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

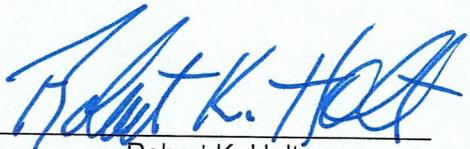


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**DISTRICT,**  
RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**THE HOLT GROUP, INC.**  
1601 N. Imperial Ave.  
El Centro, CA 92243

By: \_\_\_\_\_  
Chuck Washington, Chairman  
Board of Supervisors

By:   
Robert K. Holt  
Chief Executive Officer

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

Dated: 03/22/23

ATTEST:  
Kimberly Rector  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: \_\_\_\_\_  
Kristine Bell-Valdez  
Deputy County Counsel



**EXHIBIT A – SCOPE OF WORK****I. PROJECT DESCRIPTION**

Project includes the abandonment and decommissioning of the existing septic tanks, draining fields in accordance with the Riverside County Health Department requirements, and the installation of 1,668 lineal feet of 8" diameter SDR 35 PVC gravity sanitary sewer pipeline and 10 manholes. The majority of the gravity sanitary sewer pipeline is between 6 to 10 feet below finish grade. Sewer laterals extending from the dump station at the Park and restroom and shower facilities will be connected to the 8" diameter SDR 35 PVC gravity sewer pipeline.

The 8" gravity sewer pipeline collection system will direct wastewater to an 8' diameter, 20' deep pre-case concrete pump station wet well. A 150 gallon per minute, 10 horsepower duplex self-priming above-grade pump station will convey the wastewater through a 4" diameter, 3,049 lineal foot force main to an existing City of Blythe 8" wastewater force main located along Sixth Avenue. Please see attached approved Plans for Construction of the Project.

**II. SCOPE OF WORK****A. Coordination and Meetings**

1. CONTRACTOR shall provide Pre-Construction Conference - Coordinate and chair the Pre-Construction Conference. Prepare the Pre-Construction Conference Agenda and Memorandum. Distribute the Agenda and Memorandum to all associated parties.
2. CONTRACTOR shall coordinate with the General Public and Public Safety Agencies – Coordinate the notification of 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 (2 meetings).
3. CONTRACTOR shall have, at minimum, one (1) bi-weekly (every other week) Progress Meeting - Coordinate and chair Biweekly Progress Meetings. Prepare progress Meeting Agendas and Memoranda and distribute to all associated parties.
4. CONTRACTOR shall coordinate with the Geotechnical Consultant - Coordinate with the project geotechnical and material testing consultant to ensure that all required material and compaction testing is completed as required by the project improvement plans and specifications. Also, CONTRACTOR shall complete field reviews and examine geotechnical material evaluation reports as needed. Complete reviews of geotechnical consultant invoicing as needed.

**B. Engineering and Construction Inspection Services**

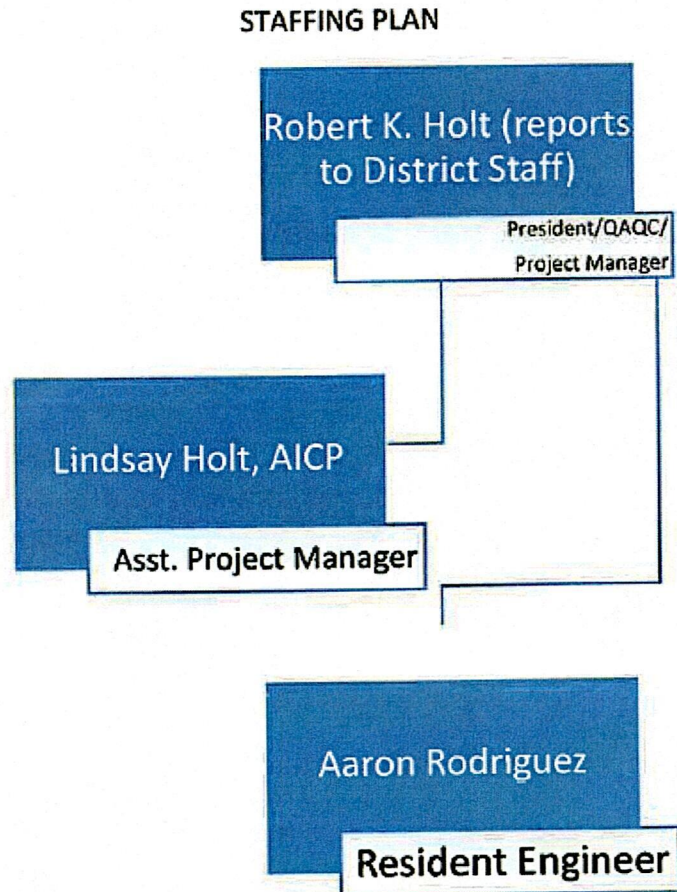
1. Engineering and Construction Inspection Services
  - a. CONTRACTOR shall monitor the completion of the infrastructure improvements to ensure that all improvements were constructed in accordance with the approved Project improvement plans and specifications.
  - b. CONTRACTOR shall Coordinate with utility purveyors, DISTRICT, the City of Blythe, and other agencies.
  - c. CONTRACTOR shall Monitor dust control activities at the project site.
  - d. CONTRACTOR shall monitor Stormwater Pollution Prevention Plan (SWPPP) compliance.
  - e. CONTRACTOR shall monitor Safety Conditions and Traffic Control Activities at the Project Site.



- f. CONTRACTOR shall monitor and resolve project conflicts. Inform DISTRICT and the City of Blythe of any issues and/or conflicts as they become present.
- g. CONTRACTOR shall collect and review all material slips delivered to the project site. Monitor and track all project material quantities.
- h. CONTRACTOR shall review project Progress Payment Applications and Change Order Requests. Coordinate with DISTRICT with regard to final approval of all Payment Applications and Change Order Requests.
- i. CONTRACTOR shall Review and prepare responses to Request for Information Submittals. Coordinate with DISTRICT, and the City of Blythe prior to the issuance of responses to RFI's.
- j. CONTRACTOR shall Coordinate with Geotechnical and Material Testing Consultant including reviewing project documentation and Geotechnical and Material Testing Consultant payment applications.
- k. CONTRACTOR shall Assist with the commissioning of the wastewater pumping station.
- l. CONTRACTOR shall assist with the completion of Project Close Out activities and documentation. Includes pre-final and final walkthrough and preparation and recording of project Notice of Completion.
- m. CONTRACTOR shall obtain As-Built notes for the preparation of As-Built Plans

**C. Project Deliverables**

- 1. CONTRACTOR shall provide the DISTRICT with daily Construction Logs with photographs of work completed.
- 2. CONTRACTOR shall provide a Project Summary Report and As-Built Drawings to be completed at the conclusion of the project to the DISTRICT.
- 3. CONTRACTOR shall provide notebooks and electronic copies of all prepared and obtained project documentation. All final project documentation will be submitted to the DISTRICT and the City of Blythe for their files.

**EXHIBIT B – STAFFING PLAN**

**PROJECT MANAGER: Rob Holt, PE, 760-427-7092**

Rob will be responsible for oversight of the Project and coordination with County Staff. Rob will be dedicated to the job 25%. All staff will be working out of the Holt Group office located at 201 E Hobsonway, Blythe, CA 92225.

Lindsay Holt will also be responsible for coordination efforts with the County, Contractor and The Holt Group Staff.

Aaron Rodriguez will be responsible for day-to-day Resident Engineering activities. Attached



**EXHIBIT - C PAYMENT PROVISIONS**

Costs for services provided shall be all inclusive for each work component/test necessary to complete the proposed work. Costs shall be all inclusive and shall include, but not limited to, reimbursables, phone calls, reproduction beyond those identified herein, meetings beyond those listed herein (unless requested by the DISTRICT), travel, mileage, lodging, materials, printing, mailing, faxing, indirect expenses, individual expenses, overhead, payroll, etc. DISTRICT shall not be responsible for reimbursing CONTRACTOR for any charges not included in the Cost Summary that are incurred in securing these requirements and services. In the event the CONTRACTOR anticipates the potential need to perform services beyond those set forth herein, with additional funding needed, the CONTRACTOR shall notify the DISTRICT's Project Manager and Purchasing Division in writing allowing a minimum of two (2) weeks for the DISTRICT to consider further action.

CONTRACTOR shall be paid on a monthly basis based on the percentage complete for each stage of the project and on the deliverables required at each phase

CONTRACTOR shall approve in writing additional fees when the CONTRACTOR demonstrates that the scope of work has been increased beyond what was originally described herein.

#	Header	Description	Unit of Measure	Quantity	Total Price
1	Coordination and Meetings	Pre-Construction Conference	All meeting(s)	1	\$1,800.00
2		Coordination with General Public and Public Safety Agencies	Per Meeting	2	\$2,000.00 pre meeting - \$4,000.00
3		Bi-Weekly Progress Meeting (every other week)	All Meeting(s)	1	\$6,000.00
4		Coordination with Geotechnical Consultant	All Meeting(s)	1	\$3,000.00
5	Resident Engineering and Construction Inspection Services	All items	Lump Sum	1	\$46,800.00
6	Project Deliverables	Daily Construction Logs	Lump Sum	1	\$6,000.00
7		Project Summary Report	Lump Sum	1	\$3,400.00
8		Notebooks, electronic copies, and final project documents	Lump Sum	1	\$2,800.00
9	Guaranteed Maximum Price				\$73,800.00

CONTRACTOR shall include an hourly rate sheet that provides hourly rates for CONTRACTOR's staff and Sub-Consultant Staff.

The CONTRACTOR shall not compensate its sub-consultants for expenses referred to in the trade as "reimbursables." The DISTRCIT will not compensate for the following items: long distance phone calls; travel mileage; reproduction costs beyond those identified in this document; meetings beyond those listed unless requested by the DISTRCIT; or, computer time to scan documents provided by the DISTRCIT.

<b>ENGINEERING</b>	
Principal Engineer P.E./L.S.	\$220.00/Hour
Project Engineer P.E./L.S.	\$185.00/Hour
Associate Project Engineer	\$150.00/Hour
Assistant Project Engineer	\$130.00/Hour
Civil Designer II	\$100.00/Hour
Civil Designer I	\$90.00/Hour
Resident Engineer	\$130.00/Hour
Assistant Resident Engineer	\$115.00/Hour
<b>SURVEYING STAFF</b>	
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%
<b>NOTES:</b>	
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%.	
<b>ADMINISTRATIVE SUPPORT SERVICES</b>	
Senior Administrator	\$85.00/Hour
Word Processor	\$65.00/Hour
Office Technician/Courier	\$60.00/Hour