

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 13.1  
(ID # 23428)

MEETING DATE:  
Tuesday, December 05, 2023

**FROM :** Regional Parks and Open Space District:

**SUBJECT:** PARKS AND OPEN SPACE DISTRICT: Approval of the First Amended and Restated Professional Services Agreement with Infrastructure Engineering Corporation, dba Ardurra Group, for the Lake Skinner Boat Launch Project; Nothing Further Required under CEQA; District 3; [\$176,239]

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

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because the project was previously found to be categorically exempt on on November 17, 2020 [Board Agenda Item No. 13.1];

Continued on Page 2

**ACTION:**Policy

  
Kyla R. Brown, General Manager 11/8/2023

---

**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 5, 2023  
xc: Parks

Kimberly A. Rector  
Clerk of the Board

By   
Deputy

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

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

2. Approve the Amended and Restated Professional Services Agreement between the Riverside County Regional Park and Open-Space District ("District") and Infrastructure Engineering Corporation, dba Ardurra Group (IEC);
3. Authorize the Chair of the District's Board of Directors to execute the Amended and Restated Professional Services Agreement on behalf of the District;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the Agreement;
5. Authorize the General Manager to sign amendments to the Agreement pursuant to Public Resource Code Section 5549 and Resolution 2021-016; and
6. Direct the Clerk of the Board to return two (2) executed originals of the Amended and Restated Professional Services Agreements to the District.

<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>	\$ 44,645	\$ 0	\$ 44,645	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Fund 33100 CA State Parks – Division of Boating and Waterways Grant 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24

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

**BACKGROUND:**

**Summary**

On June 5, 2018, by Minute Order 13.3, the Board of Directors approved grant agreement C4129041 (Grant) with the State of California Natural Resources Agency Department of Parks and Recreation Division of Boating and Waterways (DBW). The purpose of this grant is provide design, permitting, and establishment of an engineer's estimate of probable construction cost for improvements to Boat Launch #1 at Lake Skinner Recreation Area. Currently the existing facilities at Boat Launch #1 are worn, rusted, and obsolete. The scope of work is includes the design and engineering of upgrades to the boat launch ramp and related infrastructure, ADA improvements, upgrades to the fish cleaning stations, parking lot improvements, and signage.

On November 17, 2020, by Minute Order 13.1, the Board of Directors approved the Professional Services Agreement with Infrastructure Engineering Corporation, an Ardurra Company (IEC), for the design and engineering of the Lake Skinner Boat Launch #1 Improvements project in the amount of \$131,594. The Original Agreement expired June 30, 2021. The District issued a one-time ministerial amendment to the agreement, extending the period of performance until June 30, 2022. IEC has continued to provide the services set forth in Exhibit "A" of the Original

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

Agreement. The District and IEC desire to amend and restate the Original Agreement to extend the period of performance through December 31, 2026.

**AMENDMEN**

To date, the preliminary design phase of the project has been completed, part of which included development of four (4) alternative site layouts by the project Landscape Architect/ADA specialist for review by the District. The District chose Option #2 which included a new prefabricated restroom structure, to replace the existing restroom, at a revised location approximately 100 feet to the south and 5 feet lower in elevation. After additional site analysis, it has been determined that the District preferred Option #2 requires reconfiguration due issues connecting to the existing gravity sewer system as well as other conflicts with existing utilities. In addition, the District requested an office be included in the pre-fabricated restroom layout, which increased the size of the building such that it does not fit within the current Option #2 layout. As a result, the following additional services are required to proceed with the 60% design:

- Relocate the proposed restroom from the location shown in Option #2 to the existing restroom location and elevation. Relocation of the restroom also requires some reconfiguration of the proposed picnic facilities for ADA compliance. This change makes it possible to connect to the existing gravity sewer system, as well as makes it easier to connect the other existing utilities including water and power without significant redesign/reconfiguration.
- Redesign the boat launch egress path to eliminate a large change in elevation on the west side of the site which causes a conflict with existing utilities. The existing water, sewer and electrical utility lines would be either exposed or with inadequate cover based upon what is shown in Option #2. Redesign of the egress path will require reconfiguration of some of the parking. The intent of the redesign will be to maintain the same number of parking spaces that are currently shown in Option #2, as well as maintain as many of the existing trees within the parking lot as possible.
- Include in the design a larger restroom structure that includes an office per District request.
- Perform additional electrical design and utility coordination as a result of replacing the existing restroom structure which was not included in the original scope of work.

The cost for this additional work is \$44,645, as detailed in the attached proposal. The District wishes to incorporate this work into the Amended and Restated Agreement.

The Amended and Restated Agreement has been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The Project will provide residents and visitors of western Riverside County with an upgraded, and ADA accessible, boat launching facility.

**ATTACHMENTS**

Amended and Restated Agreement

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

IEC Additional Work – Cost Proposal

  
Douglas Cordonez Jr. 11/27/2023

  
Aaron Gettis, Deputy County Counsel 11/14/2023

FIRST AMENDED AND RESTATED  
PROFESSIONAL SERVICES AGREEMENT  
For LAKE SKINNER BOAT LAUNCH #1

PKARC-91843-001-06/21

This First Amended and Restated Professional Services Agreement (herein referred to as "Agreement") is made and entered as of the date of the last signature on the signature page of this Agreement by and between INFRASTRUCTURE ENGINEERING CORPORATION, a California corporation, herein referred to as "CONSULTANT"), and the RIVERSIDE DISTRICT REGIONAL PARK AND OPEN-SPACE DISTRICT, herein referred to as "DISTRICT").

WHEREAS, Government Code Section 31000 et seq. authorizes the DISTRICT to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, DISTRICT and CONSULTANT have entered into that certain Professional Services Agreement for the LAKE SKINNER BOAT LAUNCH #1, executed November 17, 2020, (herein referred to as "Original Agreement") in order for CONSULTANT to perform all services and other activities necessary to design, engineering, and construction administration as described in further detail of Exhibit "A"; and

WHEREAS, although the Original Agreement, by its terms, expired on June 30, 2021, CONSULTANT has continued to provide the services set forth in Exhibit "A" of the Original Agreement through the date of this Agreement; and

WHEREAS, DISTRICT and CONSULTANT desire to amend and restate the Original Agreement to extend the period of performance through December 31, 2026; and

WHEREAS, after additional site analysis, it has been determined that the District-preferred Option #2 requires additional design and engineering work due to previously unknown issues connecting to the existing gravity sewer system as well as other conflicts with existing utilities; and

WHEREAS, CONSULTANT has provided a cost estimate to complete additional design and engineering work, described in further detail in Exhibit "B", and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience

DEC 5 2023 13.1

to perform the duties set out herein; and

WHEREAS, upon the execution of this Agreement, the Original Agreement shall be superseded and replaced.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary for preservation planning as described in further detail in Exhibit "A" and Exhibit "B" for the Project entitled: **LAKE SKINNER BOAT LAUNCH #1**. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of 6 pages, and Exhibit "B", consisting of 7 pages, attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the DISTRICT that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after June 30, 2021 and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of December 31, 2026, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The DISTRICT shall pay the CONSULTANT for services performed and expenses incurred as follows:

3.1 DISTRICT shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A" and Exhibit "B". The total amount of compensation

paid to CONSULTANT under this Agreement shall not exceed the maximum of **ONE HUNDRED AND SEVENTY SIX THOUSAND, SIX HUNDRED AND THIRTY NINE DOLLARS (\$176,239)** per Exhibit "A" and Exhibit "B", unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit "A".

3.3 Said compensation shall be paid in accordance with an invoice submitted to DISTRICT by CONSULTANT 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.

3.4 Unless otherwise stated in Exhibit "A" or Exhibit "B", the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

3.5 Labor Code and Prevailing Wages Rates

3.5.1 Certain Classifications of Labor under this contract are subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

3.5.2 Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every

employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3.5.3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the DISTRICT in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>, and are available at the main office of DISTRICT.

4. INDEPENDENT CONTRACTOR: DISTRICT retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the DISTRICT. CONSULTANT shall not be entitled to any benefits payable to employees of DISTRICT including DISTRICT Workers' Compensation benefits. DISTRICT is not required to make any deductions from the compensation payable to CONSULTANT under this Agreement, and as an independent contractor, CONSULTANT hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Personnel performing any services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the DISTRICT relies upon the CONSULTANT'S representations about its skills, experience and knowledge to perform the CONSULTANT'S services in a competent manner. Acceptance



by the DISTRICT of the services to be performed under this Agreement does not operate as a release of said CONSULTANT from responsibility for the work performed. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be performed under this Agreement and the CONSULTANT agrees that said work can and shall be performed in a fully competent manner.

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify, and hold harmless DISTRICT of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the DISTRICT 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 CONSULTANT has employees as defined by the State of California, the CONSULTANT 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 DISTRICT 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 CONSULTANT'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 are used in the performance of the obligations under this Agreement, then CONSULTANT 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:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 DISTRICT Risk Manager. If the DISTRICT'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 CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT 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 DISTRICT's Risk Manager, CONSULTANT'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) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the DISTRICT 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 DISTRICT 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) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the DISTRICT of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Upon DISTRICT'S request, CONSULTANT shall make available for inspection by DISTRICT Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.**

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance/or deductible and/or self-insured retentions or self-insured program 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 in the scope of work; or, the term of this Agreement, including any extension 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 DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

6) CONSULTANT 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) CONSULTANT 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.

8. TERMINATION: DISTRICT may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for DISTRICT'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall, unless otherwise directed by the Notice, discontinue all services and deliver to the DISTRICT all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the DISTRICT, the DISTRICT shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide

documentation deemed adequate by DISTRICT to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the DISTRICT. In such case, the DISTRICT may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the DISTRICT for any reasonable additional costs incurred by the DISTRICT to revise work for which the DISTRICT has compensated CONSULTANT under this Agreement, but which the DISTRICT has determined in its sole discretion needs to be revised in part or whole to complete the Project. Prior to discontinuance of services, the DISTRICT may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, DISTRICT's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the DISTRICT in determining whether to enter into future agreements with CONSULTANT.

8.4 Notwithstanding any of the provisions of this Agreement, CONSULTANT'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 CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

8.5 Cumulative Remedies. The rights and remedies of the parties provided in this

Section are in addition to any other rights and remedies provided by law or under this Agreement.

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

10. ADMINISTRATION: The GENERAL MANAGER (or designee) shall administer this Agreement on behalf of DISTRICT.

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of DISTRICT. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of DISTRICT will be deemed void and of no force or effect.

12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by CONSULTANT without a written amendment to this Agreement.

CONSULTANT understands that the DISTRICT Purchasing Agent or the DISTRICT Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

If CONSULTANT feels that any work requested of it is beyond the scope of services under this Agreement, any claim by the CONSULTANT for adjustment under this paragraph shall be made within thirty (30) days of when the CONSULTANT is requested to perform the disputed scope of work.



14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license and certification in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit "A", and that services(s) will be performed by properly trained and licensed staff.

15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed under this Agreement. CONSULTANT shall not disclose, except as permitted by this Agreement or as authorized by the DISTRICT, any oral or written communication, information, or effort of cooperation between DISTRICT and CONSULTANT, or between DISTRICT and CONSULTANT and any other party.

16. DOCUMENTS: The DISTRICT acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the DISTRICT whether the Project is constructed or not. The DISTRICT may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other DISTRICT Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by DISTRICT without the written consent of the CONSULTANT shall be at DISTRICT'S sole risk and without liability or legal exposure to the CONSULTANT, and DISTRICT shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the DISTRICT.

16.1 Upon completion of each phase of work described in Exhibit "A", the CONSULTANT shall furnish to the DISTRICT copies of the deliverables, and/or documents completed for that phase as specified in Exhibit "A". Upon approval thereof by the DISTRICT, the CONSULTANT shall furnish one reproducible set along with an electronic copy on Compact Disk (CD) of the deliverables and/or documents.

17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of

Riverside, State of California.

18. WAIVER: 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 thereof. Failure on the part of the 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 hereof, or stopping DISTRICT from enforcement hereof.

19. 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.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21. 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 one (1) day after their deposit in the United States Mail, postage prepaid:

DISTRICT:	CONSULTANT:
RIVERSIDE COUNTY REGIONAL	INFRASTRUCTURE ENGINEERING
PARK AND OPEN-SPACE DISTRICT	CORPORATION
4600 CRESTMORE ROAD	14271 DANIELSON STREET
JURUPA VALLEY, CA 92509	POWAY, CA, 92064
Attn: PARKS PLANNING	Attn: ROBERT WEBER

22. Deleted.

23. COUNTERPARTS; DIGITAL SIGNATURES: 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.

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

CONSULTANT:  
INFRASTRUCTURE ENGINEERING  
CORPORATION

By: ROBERT WEBER

Title: Vice President

By: Robert S. Weber

DATED: \_\_\_\_\_

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT

By: Chuck Washington

Chuck Washington

Chairman, Board of Directors

DATED: 12/5/2023

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: Kristine Valdez  
Kristine Valdez (Nov 14, 2023 15:01 PST)

Kristine Bell-Valdez

Deputy County Counsel

DATED: \_\_\_\_\_

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By: Kimberly A. Rector  
**DEPUTY**

DEC 5 2023 13.1









# Amended and Restated Agreement\_IEC

Final Audit Report

2023-11-14

Created:	2023-11-14
By:	Jeanne McLeod (jmmcleod@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAowZfbqEzRYtV8zuxwMBIghO8758r9QLm

## "Amended and Restated Agreement\_IEC" History

-  Document created by Jeanne McLeod (jmmcleod@rivco.org)  
2023-11-14 - 7:54:59 PM GMT- IP address: 158.61.6.6
-  Document emailed to Kristine Valdez (kbvaldez@rivco.org) for signature  
2023-11-14 - 7:55:51 PM GMT
-  Email viewed by Kristine Valdez (kbvaldez@rivco.org)  
2023-11-14 - 11:01:17 PM GMT- IP address: 158.61.6.4
-  Document e-signed by Kristine Valdez (kbvaldez@rivco.org)  
Signature Date: 2023-11-14 - 11:01:36 PM GMT - Time Source: server- IP address: 158.61.6.4
-  Document emailed to Rob Weber (rweber@ardurra.com) for signature  
2023-11-14 - 11:01:37 PM GMT
-  Email viewed by Rob Weber (rweber@ardurra.com)  
2023-11-14 - 11:10:26 PM GMT- IP address: 192.153.70.26
-  Document e-signed by Rob Weber (rweber@ardurra.com)  
Signature Date: 2023-11-14 - 11:10:49 PM GMT - Time Source: server- IP address: 70.181.135.251
-  Agreement completed.  
2023-11-14 - 11:10:49 PM GMT