

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

918



**FROM:** Riverside County Information Technology (RCIT)  
on behalf of the Transportation Department

**SUBMITTAL DATE:**  
January 7, 2014

**SUBJECT:** APPROVE THE AGREEMENT WITH ZEN ENGINEERING, INC. TO PROVIDE .XIN FILE SOFTWARE CONFIGURATION, MAINTENANCE AND TRAINING SUPPORT; VIA THE COMPETITIVE BIDDING PROCESS; ALL DISTRICTS [\$65,850.00]; RCIT PASS-THROUGH CHARGES TO TLMA

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

1. Approve the purchase of .Xin File Configuration, Software Maintenance and Training Support and authorize the Purchasing Agent to sign the agreement and purchase the service for \$65,850.00, and the support service cost not to exceed \$25,075.00 annually for up to two (2) years, renewable in one year increments in accordance with Ordinance No. 459; and
2. Authorize the purchasing agent to exercise the annual renewal options for the software maintenance, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

  
 Kevin K Crawford  
 Chief Information Officer 17 Dec 13

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 65,850	\$ 25,075	\$ 116,000	\$ 25,075	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 65,850	\$ 25,075	\$ 116,000	\$ 25,075	
<b>SOURCE OF FUNDS:</b> RCIT Pass-Through Charges to TLMA				Budget Adjustment: No	
				For Fiscal Year: 13/14	

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

APPROVE  
 BY:   
 Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

PURCHASING:   
 Mark Seiler, Assistant Director  
 Departmental Concurrence  
 DATE: 12/13/13  
 REAL R. KIPNIS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3.31, 10/05/10 | District: All | Agenda Number:

**3 - 12**

**BACKGROUND:**

**Summary**

The Transportation Department (Capital Projects, Traffic Engineering, and Survey Divisions) together with the RCIT staff are requesting approval of a service contract for the configuration of the .XIN (settings) file for Bentley InRoads V8i and InRoads Survey V8i, as associated with MicroStation V8i, and the associated software roll-out post-configuration.

Training has been provided in the past on the use of software packages within the Bentley product line from Zen Engineering, Inc. Based on the experience and interactions at the training sessions offered by Zen Engineering, Inc. the training was superior in regards to both value and user knowledge as related to internal configuration settings.

Zen Engineering, Inc. will allow TLMA to progress into the next level of Computer Aided Drafting & Design (CADD) work as this company has invested a considerable amount of time into the evaluation of TLMA's current system and has spent considerable time developing to the specific configuration.

The .XIN (configuration) file is one of the primary reasons for converting to this software platform. The .XIN file defines all of the standards and settings information including font types and sizes, placement location of data (symbols and line work on correct levels), line type names and styles, how the software handles imported data, etc. A unique feature of this software is that the .XIN file always moves with the project. Therefore if standards are subsequently changed, there is no negative impact to older projects, because the .XIN file will always carry the standards and settings that were in place at the time of creation.

A contrasting example is the current software which requires that drawing files reach out to standards and settings residing on the network. If standards or settings are updated, the existing files are reaching out to data that is no longer there, or has realized a revision. The file then either fails, or returns generic data (line work or symbols) which then requires additional manual editing, even if the file has been 100% completed prior to the standards/settings revisions.

Having these files properly configured will enable the department to utilize all of the Bentley Software products to the highest capacity. It will save time by automatically drawing significant portions of the necessary mapping, reducing edit times by having the systems properly aligned, and will all-but-eliminate the need to edit older files due to changes in standards and settings where "current" printing is required. Additionally, templates and routines (work flows) are being developed as a part of this service to increase consistency while improving production.

**Impact on Citizens and Businesses**

This file configuration will provide greater efficiency within TLMA. No direct impact on residents or businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The total cost of the initial configuration is \$65,850.00 less a 5% prompt pay discount for a total of \$62,557.50 with an option to renew for two (2) additional one (1) year periods for service and support. Future items or onsite/offsite support services would be charged at a rate of \$212.50 per hour with an annual not to exceed amount of \$25,075.00.

**Contract History and Price Reasonableness**

Purchasing released Request for Quote (RFQ) number ITARC-199, emailing the RFQ to 33 companies and advertising on the Public Purchase web site. The RFQ closed on October 30, 2013 with a single response received. The bid was reviewed by Purchasing and TLMA based on overall cost, ability to provide the .Xin File

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: APPROVE THE AGREEMENT WITH ZEN ENGINEERING, INC. TO PROVIDE .XIN FILE  
SOFTWARE CONFIGURATION, MAINTENANCE AND TRAINING SUPPORT; VIA THE COMPETITIVE  
BIDDING PROCESS; ALL DISTRICTS [\$65,850.00]; RCIT PASS-THROUGH CHARGES TO TLMA  
DATE: January 7, 2014  
PAGE: 3 of 3**

Configuration in accordance to the specifications dictated and was determined to be responsive and responsible. Purchasing and RCIT recommend the award be given to Zen Engineering, Inc. in the amount of \$65,850.00.



KEVIN K CRAWFORD  
Chief Information Officer

## MEMORANDUM

COLBY CATALDI  
Asst. Chief Information Officer, DSB  
G. BRIAN KOVALSKY  
Asst. Chief Information Officer, BSB  
TOM MULLEN II  
Asst. Chief Information Officer, ICB  
WESLEY P. COLVIN  
Asst. Chief Information Officer, HSB

**To:** Mark Seiler, Asst. Purchasing Director **Date:** December 12, 2013  
**Via:** RCIT, Procurement Contract Specialist  
**From:** Kevin K Crawford, Chief Information Officer  
**Subject:** Sole Source Procurement for AutoTurn Software Version 8.2 (Network License) and Maintenance Assurance Program (MAP)

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**1. Supply/Service being requested:**

The Transportation Department (Capital Projects, Traffic Engineering, and Survey Divisions) together with the Riverside County Information Technology (RCIT) staff are requesting approval of a service contract for the configuration of the .XIN (settings) file for Bentley InRoads V8i and InRoads Survey V8i, as associated with MicroStation V8i, and the associated software roll-out post-configuration.

**2. Supplier being requested:**  
Zen Engineering, Inc.

**3. Alternative suppliers that can or might be able to provide supply/service:**  
Bentley Systems, Inc. may be able to provide the service; however Bentley Systems, Inc. opted out of submitting a response to the Request for Quote.

**4. Extent of market search conducted:**  
Training has been provided in the past on the use of software packages within the Bentley product line from Zen Engineering, Inc., Archway Systems, Inc. and the consulting engineering firm, Parsons Brinckerhoff. Based on the experience and interactions at these training sessions, Zen Engineering, Inc. was superior in regards to both value and user knowledge as related to internal configuration settings.

**5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**  
Based on past services provided, Zen Engineering, Inc. has proven to the Transportation Department to have the ability to move the Department into the next level of Computer Aided Drafting & Design (CADD) work. The Contractor has invested a considerable amount of time into the evaluation of the current status and has spent time developing the specific configuration in an effort to ensure previous training was tailor-made to meet the Department's needs. The result being that the Contractor already has an understanding of the Department's needs, has developed a plan of action, and can better meet the needs of the Department's desired results.

**PAGE 2**  
**SOLE SOURCE PROCUREMENT**

**6. Reasons why my department requires these unique features and what benefit will accrue to the County:**

The .XIN (configuration) file is one of the primary reasons for converting to this software platform. The .XIN file defines all of the standards and settings information including font types and sizes, placement location of data (symbols and line work on correct levels), line type names and styles, how the software handles imported data, etc. One of the unique features of this software is that the .XIN file always moves with the project. Therefore if standards are subsequently changed, there is no negative impact to older projects, because the .XIN file will always carry the standards and settings that were in place at the time of creation.

A contrasting example is the current software which requires that drawing files reach out to standards and settings residing on the network. If standards or settings are updated, the existing files are reaching out to data that is no longer there, or has realized a revision. The file then either fails, or returns generic data (line work or symbols) which then require additional manual editing, even if the file in question has been 100% completed prior to the standards/settings revisions.

Having these files properly configured will enable the department to utilize all of the Bentley Software products to the highest capacity. It will save time by automatically drawing significant portions of the necessary mapping, reducing edit times by having the systems properly aligned, and will all-but-eliminate the need to edit older files due to changes in standards and settings where "current" printing is required. Additionally, templates and routines (work flows) are being developed as a part of this service to increase consistency while improving production.

**7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:**

RFQ #: ITARC-199 was released and only one bid response was received. The total cost of the project is \$65,850.00 less a 5% prompt pay discount for a total of \$62,557.50. Future items or onsite/offsite support services will be charged at a rate of \$212.50 per hour, if needed.

**8. Does moving forward on this product or service further obligate the County to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?**

There is no obligation moving forward after the initial installation. Should the County require future items or support services, the services would be charged at a rate of \$212.50 per hour.

**9. Period of Performance:**

The period of performance will be for the initial installation with the option to renew for two (2) additional one (1) year periods for service and support. The configuration cost is quoted at a not to exceed amount of \$62,557.50 for project completion and the two (2) years of support services are quoted at \$212.50 per hour with an annual not to exceed amount of \$25,075.00

**PAGE 3  
SOLE SOURCE PROCUREMENT**

  
Kevin K. Crawford, Chief Information Officer \_\_\_\_\_ Date 12 Dec 13

*Purchasing Department Comments:*

Approve


Approve with Condition/s

Disapprove

Not to exceed: \$ 65,850

One time

Annual Amount through 12-31-2016

  
Mark Seiler, Asst. Purchasing Director \_\_\_\_\_ Date 12-12-13 Approval Number 14-281

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**.XIN FILE CONFIGURATION**

**between**

**COUNTY OF RIVERSIDE**

**and**

**ZEN ENGINEERING, INC.**



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This Agreement, made and entered into this 12<sup>th</sup> day of December 2013, by and between ZEN ENGINEERING, INC. herein referred to as "CONTRACTOR", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY". 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, consisting of five (5) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY 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 COUNTY 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 continue in effect through January 6, 2015 with the option to renew for two (2) years, each year shall be renewable in one (1) year increments by written amendment, 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 County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed SIXTY FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$65,850.00) annually including all expenses. The COUNTY 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 B, COUNTY 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. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY 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 COUNTY. 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 COUNTY 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 COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY 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 COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology  
6147 River Crest Drive, Suite A  
Riverside, CA 92507

- 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 ITARC-92033-001-12/14; 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 COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY 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, COUNTY 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 the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY 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 COUNTY 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.** COUNTY 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** COUNTY 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 to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**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 COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

**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** CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the 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 COUNTY 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 COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY 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 COUNTY.

**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 COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY'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 COUNTY 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 COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY 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 COUNTY 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 COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY 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 COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY 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 COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

## **9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. 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 COUNTY 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 COUNTY harmless from any and all claims that may be made against COUNTY 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**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 COUNTY; 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 COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY'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 as necessarily 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 COUNTY. 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 entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY 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. S1210 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 COUNTY 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 COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**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; COUNTY information or data which is not subject to public

disclosure; COUNTY 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 COUNTY 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 COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. 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:

**COUNTY OF RIVERSIDE**

County of Riverside Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504  
Attn: Kristen Mason

**CONTRACTOR**

Zen Engineering, Inc.  
3786 LaCrescenta Avenue  
Glendale, CA 91208  
Attn: Mark S. Ditko

**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 COUNTY 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 COUNTY 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 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 whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**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 COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY 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.

**21.5** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY 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 COUNTY 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 COUNTY 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 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 COUNTY as Additional Insureds.

**D. Professional Liability** (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). 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 its 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 COUNTY, 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 COUNTY, 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 COUNTY 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 to do so on its behalf 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 COUNTY'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 COUNTY 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 COUNTY.

8) CONTRACTOR agrees to notify COUNTY 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 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY 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 COUNTY 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 COUNTY 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 COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY 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 COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

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

**23.7** The COUNTY 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 COUNTY 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 COUNTY 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, 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.

**COUNTY:**

Riverside County Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504

Signature: \_\_\_\_\_

Print Name: John J. Benoit

Title: Chairman of the Board of Supervisors

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

**CONTRACTOR:**

Zen Engineering, Inc.  
3786 LaCrescenta Avenue  
Glendale, CA 91208

Signature: 

Print Name: Mark S. Ditko

Title: President / Founder

Dated: 13 DEC 12

 12/13

## EXHIBIT A SCOPE OF SERVICE

### 1.0 INTRODUCTION

The general scope of the configuration work is divided into three (3) main pieces:

- A. Configure the InRoads Survey Styles for data collection and post-processing to comply with Riverside County Transportation Survey standards in conjunction with Caltrans standards
- B. Create the necessary Geometry Styles to be used by Riverside County Transportation Survey during the course of the geometry layout work
- C. Document the survey coding configuration so that the field staff have a guide book that the County can use while in the field until the County becomes more accustomed to the InRoads Survey method of coding
- D. County will write some content based on Best Practices:
  - 1. The content will contain the following sections:
    - a. Alpha sorted code list
    - b. Code Number – sorted code list
    - c. Quick Code list of key codes
    - d. Control Coding to be used
    - e. 400 – 450 Survey Code Styles, all provided in the spreadsheet RC-In Roads\_Field Codes.xlsx
    - f. Surface Styles to support all Survey Styles for proper Surface Creation
    - g. Custom Operation Groups for all codes
    - h. Defining Elev / N / E / Code / Point # / etc.
    - i. 20-30 Geometry Styles as provided in spreadsheet LEVEL SCHEMA.xlsx
- E. Contractor shall provide:
  - 1. Codebook to be used by field personnel. Provide example demonstrating previous, comparable effort.
  - 2. Clean up the .XIN file to eliminate any old Preferences, Named Symbolologies, Surface Styles, Geometry Styles and Survey Styles not in active use by the County
  - 3. Key Preferences
  - 4. Survey Options
  - 5. Project Options
  - 6. Horizontal Annotation
  - 7. InRoads Survey test Fieldbook (FWD) containing all County codes for checking purposes
  - 8. Custom Toolbars to assist users to post process field data
  - 9. Plot Scalable Text procedure
  - 10. Caltrans Standards per COUNTY spreadsheets provided
  - 11. All coordination to accomplish the above scope

### 2.0 COUNTY REQUIREMENTS

- A. The County shall provide to the Contractor the minimum information that will enable the Contractor to provide accurate configuration of .XIN files. The items listed below will be the basis for all InRoads .XIN Styles & Preferences:
  - 1. MicroStation resource files including fonts, line styles, cell libraries, color tables and seed files
  - 2. Latest in-use & current .XIN files if it exists
  - 3. Survey / Existing CAD Standards in Soft &/or Hardcopy

4. Any samples of typical Survey information obtained on a regular basis
  5. A typical set of survey drawings – Base Map, RWor Appraisal Map, Record of Survey, “Working” DGNfiles
  6. A sample project that can be used to test the InRoads Survey settings
  7. Point of contact to whom additional information can be requested
- B. The following is a list of tasks and subtasks that will be carried out to ensure that the deliverables meet the needs of the users. Periodic meetings to ensure proper progress and coordination. Identify items transferred from Survey to Engineering, and investigate how engineering intends to use these items.
1. Survey will identify all items transferred from Survey to Engineering and Contractor will investigate how engineering intends to use these items
  2. Get with Survey and determine what data is currently sent to Engineering
  3. Get with Engineering and determine what data is needed from Survey
  4. Ensure that there is complete symbology and data coordination & transfer between survey and engineering
  5. Ensure that the symbology used by Survey equates properly to what engineering needs to display. Survey may treat existing items as solid and engineering may dash them. Identify and resolve any CAD conflicts.
  6. Ensure that surface Type coding is coming across correctly for DTM creation. (When using InRoads Survey to create DTMs.)
  7. Verify the coding in the .XIN file to ensure the DTM Type is correct for that survey code. Check the status of the display settings, re-connecting lines (For JPT / JNC / ST codes)
  8. Provide a list of all potential geometry styles and required Named Symbology created. Create required Named Symbology
  9. Geometry 'Type' Attributes need to be properly set for each Style
  10. Style Manager – Set-up Surface Styles for all 6 surface Types
  11. Symbology Manager - Add any additional Named Symbology in the Symbology Manager as appropriate to the configuration of various InRoads Preferences throughout the software
  12. Applicable Named Symbology should be created and stored in the Symbology Manager. Find/Replace all Ctyp from Named Symbology to “Symbology Manager”
  13. Localized Preference setting versus using a Named Symbology will be considered
  14. Use by Level symbology settings as deemed valuable
  15. Make sure that there are Named Symbology for the generic DTM Point Types
  16. Manager Clean-Up - Clean up the .XIN file to eliminate any Preferences, Named Symbology, Surface Styles, Geometry Styles and Survey Styles not in active use
  17. Ensure that preferences have been stored throughout InRoads to align with scales used and the modification of the Factors
  18. Cell Libraries and other CAD resource files must be scaled properly if display is driven from InRoads Survey.

### 3.0 CONTRACTOR DELIVERABLES

- A. The following items will be delivered upon completion of this project:
1. English unit .XIN for InRoads Survey, 8i for post processing field data & geometry layout and used by COUNTY Survey for Transportation Project Work
  2. Field Coding Guidebook to be used by Field personnel
  3. English unit ITL template library used by COUNTY for Transportation Project Work
  4. Workflow documents and checklists developed for use by COUNTY in conjunction with this .XIN configuration project



- B. The deliverables shall be delivered in 7 distinct phases. Some of these phases are more intimately tied together, but all of the phases (except Phase 7) form the complete .XIN configuration scope of work.
- C. This general scope of this work is divided into 3 main categories:
  - 1. Prerequisites – The first category is titled “Prerequisites” because it involves tasks that have to be either in place, or done prior to taking advantage of the configuration work. This category deals with the software from an installation and rollout perspective and includes tasks to verify, finalize, and rollout the configuration of MicroStation V8i, InRoads V8i, and InRoads Survey V8i per the defined overall scope.
  - 2. Survey / Engineering:
    - a. Phase 1 – Configuration Prerequisite Work
    - b. Phase 5 – Configuration Rollout Prerequisite Work
    - c. Phase 6 – Configuration Rollout
  - 3. Main Configuration Work – The second category is to physically define, create, and establish the configuration settings within the files necessary for .XIN to comply with County standards
  - 4. Survey:
    - a. Phase 2 – Base InRoads Survey V8i Configuration
  - 5. Engineering:
    - a. Phase 3 – Base InRoads V8i Configuration
    - b. Phase 4 – InRoadsV8i Modeling Configuration
  - 6. Future Items – The last category “Future” includes tasks that can be done sometime after the configuration files are complete and a functional system is in place and working. This can also be seen as a finalization step to optimize, document and really leverage the capabilities of the software.
  - 7. Phase 7 – Future Productivity Items, to be determined as needed under the two year ongoing support and maintenance requirements.

D. Detailed Phase Breakdown  
 The breakdown of the configuration phases requirements. The position of each phase is based on a timeline, but some work should be done concurrently.

- 1. Phase 1 – Configuration Prerequisite Work
  - a. MicroStation V8i Configuration QA / QC
  - b. MicroStation V8I Resource File check
  - c. MicroStation V8i Workspaces / Environment Configuration / User Configurations check
  - d. Configuration enhancement recommendations
  - e. CAD Manager strengthening assistance (This component is an educational one where Contractor will train the CAD Manager in different processes and work on specific areas of interest that are applicable to Riverside County and the County’s configurations.)
- 2. Phase 2 – Base InRoads Survey V8i Configuration
  - a. Survey Codes (400 – 450)
  - b. Geometry Styles (20 – 30)
  - c. Clean-up of .XIN file (elimination of any dated, unwanted preferences, styles or symbologies not in active use)
  - d. Key Preferences (Survey Options, Project Options, Horizontal Annotation)
  - e. InRoads Survey Test Field Book
  - f. Custom Toolbars
  - g. Plot Scalable Text Procedure
  - h. Caltrans Standards

- i. Codebook with “Best Practices,” Alpha-sorted codes list, Description-sorted codes list.
3. Phase 3 – Base InRoads V8i Configuration
    - a. Preference creation for specific commands as agreed upon through coordination with County Engineering staff
    - b. Styles & Symbology
    - c. Named Symbology creation
    - d. Surface Style creation
    - e. Geometry Style creation with sufficient “Alternates”
    - f. Survey Styles – Engineering configuration enhancement for Profiles and Cross Sections
    - g. Naming conventions to be used throughout the InRoads V8i configuration (Styles, Symbologies and other .XIN areas)
    - h. Requirements for “Scaling” display of InRoads V8i data
    - i. 20 / 40 / 50 Scale
  4. Phase 4 – InRoads V8i Modeling Configuration
    - a. Typical Section Library creation
    - b. Components
    - c. Template Point Name List
    - d. Basic Templates
    - e. Required Support Styles and Named Symbologies
    - f. Naming conventions to be used throughout the .XIN configuration (Templates, other ITL areas)
  5. Phase 5 – Configuration Rollout Prerequisite Work
    - a. MicroStation V8i SS3 / InRoads V8i SS2 rollout
    - b. Testing – includes the creation of a test box to be used as a prototype system to verify configurations prior to rolling out to the production computers
    - c. MicroStation V8i
    - d. InRoadsV8i
    - e. IPLOT / Printing
    - f. Provide software installation support / rollout assistance throughout Riverside County Engineering / Survey
    - g. An Installation checklist will be developed specifically for Riverside County and the County’s system configuration
  6. Phase 6 – InRoads V8i Configuration Rollout
    - a. Define Application Add-in toggles & related settings
    - b. Define Variable Manager Toggles and settings
    - c. Installation Standardization procedure
    - d. Orientation “training” to use the .XIN / ITL
    - e. ITL / .XIN fine-tuning follow-up post-configuration support for up to 3 months from rollout and hand-off to Riverside County.
  7. Phase 7 – Future Productivity Items
    - a. “Brown Bag” educational sessions
    - b. Design Criteria File Configuration related to Caltrans criteria
    - c. Horizontal Geometry
    - d. Vertical Geometry
    - e. Super elevation
    - f. Drafting Notes, DFT configuration
    - g. Custom Toolbars and software interface enhancements.

- h. XSL Report Style Sheets for custom reporting
- i. File / Older Project files upgrade assistance (MicroStation 7-version J and EaglePoint)
- j. MicroStation V8i productivity enhancements
- k. Workflow documents
- l. DTM QA / QC procedure
- m. Installation Standardization
- n. Placing and annotating utilities in Profiles and Cross Sections

**4.0 Support**

1. Two (2) option years of on-call support service to be provided by the Contractor should the County choose to exercise this option

**EXHIBIT B  
PAYMENT PROVISIONS**

1. The County pays Net 30 upon successful completion of work herein required and upon receipt of proper invoice. Contractor shall invoice the County as follows upon completion of each phase but at no more than one time each month. If County pays invoice within 20 days of receipt, Contractor will allow a 5% prompt payment discount on the Configuration for a total amount not to exceed THREE THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND FIFTY CENTS (\$3,292.50):
  - A. Phases 1, 5 & 6 – Total Cost \$25,000.00
    - 1) Phase 1 – \$10,750.00
    - 2) Phase 5 – \$9,000.00
    - 3) Phase 6 – \$5,250.00
  - B. Phases 2, 3 & 4 – Total Cost \$40,850.00
    - 1) Phase 2 – \$16,100.00
    - 2) Phase 3 – \$16,850.00
    - 3) Phase 4 – \$7,900.00
  - C. Phase 7 – As needed if utilized by the County
    1. Future Productivity Items – Cost \$212.50 per hour
    2. Onsite Support Service – Cost \$212.50 per hour
    3. Offsite Support Service – Cost \$212.50 per hour