SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 11.2 (ID # 14194)

MEETING DATE:

Tuesday, January 26, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and U.S. CAD Holdings LLC for Computer Aided Drafting Migration Project for Fiscal Years 2020/2021-2021/2022, With a One-Time Optional Extension through Fiscal Year 2022/2023, All Districts. [Total Cost - \$246,945; District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- Approve the Consulting Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and U.S. CAD Holdings LLC ("Consultant") for Computer Aided Drafting (CAD) Migration Project for Fiscal Years 2020/2021-2021/2022, for a Total Cost of \$246,945, with a one (1) year optional extension through 2022/2023;
- 2. Authorize the Chairwoman of the Board to execute the Agreement on behalf of the District:
- 3. Authorize the District's General Manager-Chief Engineer to extend time for performance for an additional year (Fiscal Year 2022/2023) if necessary;
- 4. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions in the Agreement; and
- 5. Direct the Clerk of the Board to return three (3) executed Agreements to the District.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez, and Hewitt

Navs:

None

Absent:

None

Date:

January 26, 2021

XC:

Flood

11.2

Kecia R. Harper Clerk of the Board

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost	
COST	\$125,040	\$121,905	\$246,945	\$0	
NET COUNTY COST	\$0	\$0	\$0	\$0	
SOURCE OF FUNDS Professional Services,	ing, Budget Adjus	Budget Adjustment: No			
			For Fiscal Ye	ar: 20/21 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions in which the Consultant will provide professional consulting services to transition the District's migration from the Bentley CAD platform to the Autodesk CAD platform.

County Counsel has approved the Agreement as to legal form, and the Consultant has executed the Agreement.

Impact on Residents and Businesses

Costs incurred under this Agreement will be funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2020/2021 and will be included in the recommended budget(s) for future fiscal years, as appropriate and necessary.

Contract History and Price Reasonableness

Pursuant to procedures in the County Board Policy H-7, on September 24, 2020 to October 21, 2020, the District released Request for Qualifications (RFQ) for "Bentley CAD Migration to Autodesk CAD Software" on the District's website. Through the invitation to four (4) known consulting firms who have completed software migration projects similar to the CAD migration, two (2) firms responded and submitted their proposals. Firms were scored on a qualifications basis which considered each firm's relevant experience, proximity to the District, scope of services understanding, creativity in meeting the District's goals, schedule/work hours estimate and overall impression. U.S. CAD Holdings LLC was selected as the most qualified responsive bidder with a not to exceed cost of \$124,040 for Fiscal Year 2020/2021 and \$121,905 for Fiscal Year 2021/2022, with a one (1) year optional extension for Fiscal Year 2022/2023.

Funding Summary

Consulting Services - Fiscal Year 20/21

\$ 125,040

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Consulting Services - Fiscal Year 21/22	\$ 121,905
Consulting Services - Fiscal Year 22/23	\$ 0
(Optional Extension Upon Request)	
Total Estimated District Cost	\$ 246.945

SOURCE OF FUNDS: (Continued)

• 48080-947320-525440 Professional Services

ATTACHMENTS:

1. Consulting Services Agreement

P8\235692 AK:rlp

Gregory V. Priaryos, Director County Counsel 1/13/202

CONSULTING SERVICES AGREEMENT Computer Aided Drafting (CAD) Migration Software Project

This Consulting Services Agreement ("Agreement") dated as of __JAN 2 6 2021 __ is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and U.S. CAD HOLDINGS LLC, a Delaware Limited Liability Company ("CONSULTANT"). Sometimes hereinafter, DISTRICT and CONSULTANT may be referred to collectively as the "Parties." The Parties hereby agree as follows:

- 1. <u>SCOPE OF SERVICES</u> DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including but not limited to expertise, labor, materials, equipment, transportation, supervision and other incidental services to fully and adequately perform and complete in a skillful and professional manner those consulting services set forth and described in the "Scope of Work", attached hereto as Attachment "A" and made a part hereof.
 - CONSULTANT shall not perform any additional work, including any optional tasks, except as directed by DISTRICT in writing.
- 2. <u>TIME FOR PERFORMANCE</u> The term of this Agreement shall become effective on the date the Agreement is executed by DISTRICT's Board of Supervisors and shall terminate on June 30, 2022. Prior to the termination of this Agreement, by mutual written agreement of DISTRICT and CONSULTANT, this Agreement may be extended for one (1) additional one-year term through June 30, 2023.
 - CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with a written Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed.
- 3. COMPENSATION DISTRICT shall pay CONSULTANT for actual services satisfactorily

performed in accordance with CONSULTANT's "Scope of Work" (Attachment "A") and "Fee Schedule", attached hereto as Attachment "B". The total amount of compensation paid to CONSULTANT under the terms of this Agreement shall not exceed the sum of Two Hundred Forty-Six Thousand Nine Hundred Forty-Five Dollars (\$246,945). This includes the contingency of extra directed work at the request of the DISTRICT in the amount of Thirty-Thousand Dollars (\$30,000).

4. <u>PAYMENT</u> – CONSULTANT shall submit invoice(s) to DISTRICT (Attention: Business Office - Accounts Payable) on a monthly basis, no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 days of project delivery schedule completion. The DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner. All invoices shall contain itemize charges to conform to the deliverables as set forth in Attachment "B". All invoices shall contain, at a minimum, the following information: invoice number, invoice date, invoice total amount, remittance address, DISTRICT's purchase order number, quantities, item descriptions, unit price, extensions and sales/use tax if applicable. Incomplete invoices will be returned to CONSULTANT for correction. Upon satisfactory performance of CONSULTANT's services pursuant to DISTRICT approved scope of services, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT's receipt of appropriate monthly invoice(s) from CONSULTANT. Progress payments shall be processed no more than once per month. DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

Except as specifically provided for and stated in this Agreement or Attachment "B", the DISTRICT shall not be responsible for payment of any of CONSULTANT's expenses related to this Agreement.

5. <u>SUBCONTRACTING</u> – CONSULTANT may, at CONSULTANT's own expense, employ

special consultants to accomplish the work covered by this Agreement; however, except as specifically provided in Attachment "A" or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

- 6. <u>LICENSES</u> At all times, while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess and maintain all necessary professional licenses, registrations, certificates, permits and other authorizations as required by the applicable federal, state and local laws, regulations, rules and ordinances.
- 7. STANDARD OF CARE While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties, and obligations required by this Agreement.

If, pursuant to this Agreement, CONSULTANT is engaged as a "Professional Engineer" pursuant to Section 6701 of the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code), then CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act; and shall be wholly responsible for the completeness and accuracy of all data, technical studies, reports, plans, specifications, and estimates prepared pursuant to this Agreement, and shall check all of its work product accordingly.

8. <u>ERRORS AND OMISSIONS</u> – In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates or any work products contain any errors or omissions

that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates or any work products, such additional expense shall be borne solely by CONSULTANT.

9. PREVAILING WAGE

- A. In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the following terms and conditions shall apply.
 - CONSULTANT shall comply with all applicable provisions of the California
 State Labor Code regarding prevailing wages, Department of Industrial
 Relations Division of Apprenticeship Standards Labor and Labor Codes.
 - ii. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq.
 - When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.
- B. When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not contemplated for use, the following terms and conditions shall apply.
 - The State of California's General Prevailing Wage Rates are not applicable to this Agreement.
- 10. NOTICES Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT:

RIVERSIDE COUNTY FLOOD CONTROL AND

WATER CONSERVATION DISTRICT

1995 Market Street Riverside, CA 92501

Attn: Design II

To CONSULTANT:

U.S. CAD HOLDINGS LLC

18831 Bardeen Ave. #200

Irvine, CA 92612 Attn: Favi Medina

11. <u>INSURANCE</u> – Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT 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, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District and 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 CONSULTANT has employees as defined by the State of California, 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.
- B. <u>Commercial General Liability</u>: 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 DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 DISTRICT as Additional Insured.
- 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. <u>Cyber Liability Insurance</u>: CONSULTANT shall maintain Cyber Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000

aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to , claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, exhortation and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions – All Lines:

- i. 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.
- ii. CONSULTANT 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to 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 DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims

administration, and defense costs and expenses.

iii. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish

DISTRICT 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) and policies of

insurance shall contain the covenant of the insurance carrier(s) that a minimum

of thirty (30) days written notice shall be given to DISTRICT prior to any

material modification, cancellation, expiration or reduction in coverage of such

insurance. If CONSULTANT's insurance carrier(s) policies do not meet the

minimum notice requirement found herein, CONSULTANT shall cause

CONSULTANT's insurance carrier(s) to furnish a 30-day Notice of

Cancellation endorsement.

iv. 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. CONSULTANT shall not commence operations until

DISTRICT has been furnished original Certificate(s) of Insurance and certified

original copies of endorsements and, if requested, certified original policies of

insurance, including all endorsements and any and all other attachments as

required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- v. It is understood and agreed to by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. 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, 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 Management's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.
- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
 - ix. 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.

12. INDEMNITY AND HOLD HARMLESS

A. Basic Indemnity

i. To the fullest extent permitted by applicable law, CONSULTANT agrees to

defend (through legal counsel reasonably acceptable to DISTRICT), indemnify, and hold harmless the Riverside County Flood Control and Water Conservation District and the County 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, volunteers and representatives ("Indemnitees") 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.

ii.

"Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, 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

iii.

performed for DISTRICT pursuant to this contract. 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 B. below.

B. <u>Indemnity for Design Professionals</u>

i.

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.

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- 13. <u>RECORD RETENTION/AUDIT</u> CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents including, but not limited to, records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement for at least three (3) years from the date

of final payment under this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

- 14. WORK PRODUCT CONSULTANT shall provide DISTRICT with all applicable data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, analyses, documents, materials, policies and report(s) as set forth in Attachment "A". All work products or deliverables furnished under this Agreement shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer. If any such material is subject to copyright and/or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use such material, in whole or in part and to authorize others to do so provided written credit is given the author.
- 15. <u>CONFIDENTIALITY OF DATA</u> All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. CONSULTANT shall refer all requests for information to DISTRICT. CONSULTANT shall observe all federal, state and county regulations

- concerning confidentiality of records.
- 16. <u>ALTERATION</u> 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.
 There shall be no change in CONSULTANT's Key Personnel as listed in Attachment "A"
 - without prior written approval by DISTRICT.
- 17. <u>TERMINATION</u> At any time during the term of this Agreement, DISTRICT may:
 - A. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) calendar days written notice stating the extent and effective date of termination; or
 - B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT may proceed with the work in a manner deemed proper to DISTRICT.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall (i) stop all work under this Agreement on the date specified in the Notice of Termination; and (ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT, any equipment, data or reports and any other documents which, if the Agreement had been completed, would have been required to be furnished to DISTRICT.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services satisfactorily performed in accordance with this Agreement to the date of termination and at the rates as set forth in Attachment "B". Notwithstanding any of the other 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 26 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. DISPUTES

- In the event CONSULTANT considers any work demanded of CONSULTANT to be A. outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction, or decision. However, if CONSULTANT finds such order, instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction, or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.
- B. Any controversy or claim arising out of or relating to this Agreement which cannot

- be resolved by mutual agreement may be settled by arbitration, provided that the parties hereto mutually agree to submit to arbitration.
- C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- 19. <u>ASSIGNMENT</u> Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.
- 20. <u>CONFLICT OF INTEREST</u> 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 to be performed 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.
- 21. <u>INDEPENDENT CONTRACTOR</u> CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as, shall not be and shall not in any manner be considered employees or agents of DISTRICT or the County of Riverside.
- 22. <u>FORCE MAJEURE</u> If either of the Parties cannot 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.
- 23. <u>EDD REPORTING REQUIREMENTS</u> In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department

("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within 10 days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT 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 CONSULTANT 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 CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT 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.

- 24. <u>JURISDICTION/LAW/SEVERABILITY</u> This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.
 - Any legal action, in law or equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in the County of Riverside, California and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.
- 25. <u>WAIVER</u> 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 any other term thereof. Failure on the part of DISTRICT to require exact, full and

- complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.
- 26. NON-DISCRIMINATION 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, disability, physical condition, marital status or age, 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 (California Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Civil Rights Stabilization Act of 1987, Executive Orders 12898 and 13166, and all other applicable related laws, regulations and Executive Orders. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 27. NON-APPROPRIATION OF FUNDS It is mutually agreed and understood that the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment for work already performed in accordance with Section 4 (COMPENSATION) and Section 5 (PAYMENT).
- 28. <u>ENTIRE AGREEMENT</u> This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

29.	DISCRE	PANCIES – 1	In the event of a	ny conflict	between th	ne terms of	f this Ag	greement	and
	the terms	in any of the	Attachments, th	e terms of t	his Agreen	nent shall	govern.		

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on January 24,2021

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

JASON E. UHLEY

General Manager-Chief Engineer

KAREN SPIEGEL, Chairwoman

Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS

County Counsel

KECIA HARPER Clerk of the Board

By

SYNTHIA M. GUNZEL Chief Deputy County Counsel By

Denut

Consulting Services Agreement: U.S. CAD HOLDINGS LLC

CAD Migration Project

01/05/2020 AK:blm U.S. CAD HOLDINGS LLC

DANIEL J. COUNTS
Chief Executive Officer

Consulting Services Agreement: U.S. CAD HOLDINGS LLC **CAD Migration Project** 01/05/2020 AK:blm

ATTACHMENT "A" SCOPE OF WORK

RESPONSE TO RFQ - Bentley CAD Migration to Autodesk CAD Software

I. SCOPE OF WORK

U.S. CAD has established a typical Implementation Framework that serves to help achieve the most successful integration of technology focused around four (4) key phases; Discovery, Plan, Execute, and Maintain. Based on our review and understanding of RFQ Bentley CAD Migration to Autodesk CAD Software the U.S. CAD Implementation Framework will be tailored specifically for Riverside County Flood Control and Water Conversation District as they look to transition from Bentley to Autodesk.

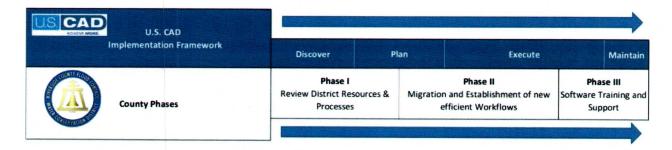
U.S. CAD Implementation Framework

As it relates specifically to agencies looking to make a successful transition from a Bentley environment to Autodesk typically involve the following Tasks:

- 1. Understand current workflows and deliverables.
- Map Bentley workflows to match Autodesk workflows, or in many cases revise workflows to find the optimal path to provide deliverables required.
- Education of staff on functionality of Autodesk software by key staff helps to uncover new ideas for workflows.
- Customization, conversion, and configuration of the existing Bentley content is done by our technical team. This process addresses standard templates, layering, and naming conventions.
- Development of documentation to help capture workflows, including providing staff with graphical representation of how things worked previously in the Bentley environment and how they work in the new Autodesk environment has helped expedite transitions.
- Education of project teams utilizing pilot projects has shown to flush out any potential issues in workflow, content, and configuration before a full-scale roll-out of the solution.
- 7. Implementation and classroom style training programs are provided to team members.
- 8. Ongoing outreach and support are supplied to the agency to ensure that the technology is fully adopted.

In alignment with Riverside County Flood Control and Water Conversation District's RFQ, U.S. CAD will leverage experience from partnering with other agencies in the past and apply our Implementation Framework to augment the County's proposed three (3) Phases:

- Phase I Review District Resources & Processes
- Phase II Migration and Establishment of new efficient Workflows
- Phase III Software Training and Support

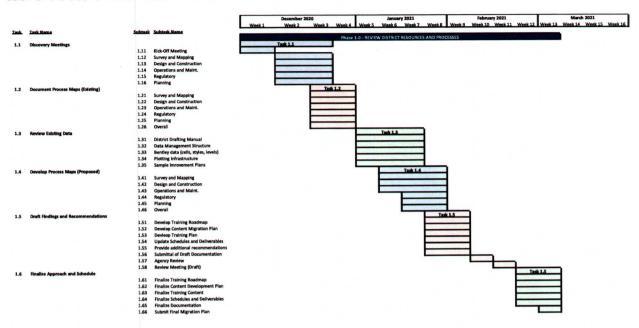


PHASE 1: REVIEW DISTRICT RESPURCES AND PROCESSES

The County has recognized the need to review resources, procedures, workflows, work products, and meet with key staff in the various Divisions. This will assist U.S. CAD and the County with a clear understanding of the existing and desired uses, obstacles, and workflows that must be addressed in Phase II. U.S. CAD proposes the following Tasks within Phase 1:

- Task 1.1 Discovery Meetings
- Task 1.2 Document Existing Process Maps (Workflows) [DELIVERABLE]
- Task 1.3 Review of Existing County Data
- Task 1.4 Develop Proposed Process Maps (Workflows) [DELIVERABLE]
- Task 1.5 Draft Findings and Recommendations [DELIVERABLE]
- Task 1.6 Finalize Approach and Schedule (for Phase 2) [DELIVERABLE]

A proposed schedule, beginning on 12/08/2020, is shown below and includes various subtasks contained within each of the above listed Phase 1 Tasks.



Task 1.1 - Discovery Meetings

Upon approval, U.S. CAD will host a Project Kick-Off Meeting with key County staff members from each Division. The Project Kick-Off Meeting is intended to review the overall goals, scope, schedule and strategy.

U.S. CAD anticipates that each District Division will make available key staff to attend a half-day Discovery meeting in which U.S. CAD's Technology Consultant(s) will seek to gather insight into: how information flows in and out of the Division, deliverables, challenges, goals, usage of current software, etc..

Task 1.2 - Document Existing Process Maps (Workflows)

As information is gathered from the Discovery meetings, U.S. CAD will begin to document the existing workflows for each Division and the collective Divisions off-site. This information will be used to identify and communicate areas of efficiency gains. Additionally, the Existing Process Maps will help identify key Training Topics and Autodesk Content that will need to be developed during Phase 2.

Task 1.3 - Review Existing Data

It is anticipated that the County will make available all existing Bentley content, typical project files, documentation, and other relevant data. U.S. CAD has already begun a review of the County Data provided as a part of this RFQ. Additional information and discussions with County staff may be required during this Task so as to ensure that as much information is gathered as possible. It will be important to understand which District staff currently have responsibility for the administration and management of the existing data so as to make the best recommendation for future workflows.

Task 1.4 - Develop Proposed Process Maps (Workflows)

Upon gaining a firm understanding of the existing workflows within the County and its Divisions, U.S. CAD will develop an Overall Proposed Workflow, as well as Division-specific workflows that utilize Autodesk solutions. During Task 1.4, U.S. CAD will begin to formulate ideas for recommendations (Task 1.5) and may present additional software-related solutions that can assist the County in the best end-user experience. The Process Maps developed during Task 1.4 are anticipated to capture key processes and deliverables, as well as the key software needed (Autodesk) to achieve the desired results.

Task 1.5 - Draft Findings and Recommendations

Phase 1 culminates in the delivery of a clear "Action Plan" for the migration to Autodesk from Bentley. During Task 1.5, U.S. CAD will prepare, deliver, and present to the Action Plan to the County in digital format which will include the following deliverables:

- Discovery Findings
- Process Maps
- A Training Roadmap
- A Content Migration Plan
- High-level Training Agendas (Key Topics to be covered)

- Updated Schedules, and
- Recommendations for additional software and training

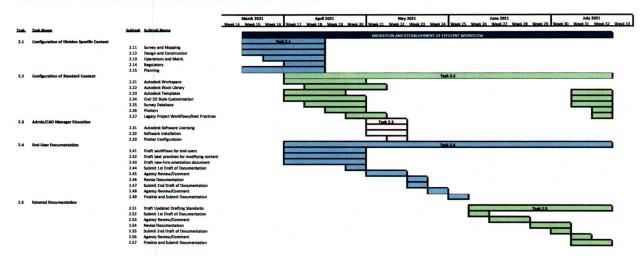
U.S. CAD will submit a draft of the Action Plan to key County leadership for review and comment prior to preparing the final deliverable. A meeting with all Division leads will be conducted to review the final documentation, answer questions, and discuss the start of Phase 2.

PHASE 2: MIGRATION AND ESTABLISHMENT OF EFFICIENT WORKFLOWS

The County has recognized the need to review resources, procedures, workflows, work products, and meet with key staff in the various Divisions. This will assist U.S. CAD and the County with a clear understanding of the existing and desired uses, obstacles, and workflows that must be addressed in Phase II. U.S. CAD proposes the following Tasks within Phase 1:

- Task 2.1 Configuration of Division Specific Content
- Task 2.2 Configuration of Standard Content
- Task 2.3 Admin/CAD Manager Education
- Task 2.4 Internal (End-User) Documentation
- Task 2.5 External Documentation

A proposed schedule for Phase 2, beginning on 03/08/2021, is shown below and includes various subtasks contained within each of the above listed Phase 2 Tasks.



Task 2.1 - Configuration of Division Specific Content

Based on the information gathered and discussions conducted during Phase 1, U.S. CAD will prepare a list of Division Specific Content to be configured during Task 2.1. This effort will be in parallel with the development of Standard Content Configuration (see Task 2.2). Autodesk content developed for each Division shall aide in Project setup, Design, and production of plans. Prior to building the content, U.S. CAD will confirm the content to be developed and agree upon a testing and approval process with the County.

*It is anticipated that a discussion around file/data management will arise during Task 2.1 and Task 2.2. These conversations may also occur as a natural result of Discovery efforts during Phase 1. While it is premature to make recommendations during the proposal stage for data management, U.S. CAD has seen agencies similar to the County concurrently make a migration to platforms like BIM360. This is an area of strength for U.S. CAD as our staff are intimately familiar with the BIM360 family of products and has assisted in helping organizations migrate to this environment in parallel with Bentley to Autodesk migrations (i.e., Montana DOT).

Task 2.2 - Configuration of Standard Content

During Task 2.2 U.S. CAD will work alongside key County staff to develop County Standard Autodesk Content and Configuration (settings). This shall include the following areas of focus:

- Autodesk Workspaces and User Profiles [DELIVERABLE]
- Autodesk Block Libraries [DELIVERABLE]
- Autodesk Templates [DELIVERABLE]

- Civil 3D Styles (to be included in Templates) [DELIVERABLE]
- Survey Database [DELIVERABLE]
- Plotters, and [DELIVERABLE]
- Legacy Project Workflows/Best Practices [DELIVERABLE]

U.S. CAD will require additional meetings with key County staff during Task 2.2 to assist in development and management of the above content. The existing County's Bentley content may be used in the process of creating, however new content will be developed in areas where needed. In many agencies, existing Bentley content is often archived as the newer workflows dictate the development of new Autodesk content to help capture efficiency gains.

Task 2.3 - Admin/CAD Manager Education

The County will work closely with U.S. CAD to identify the correct number of staff to be involved during the execution of Phase 2. The goal of Task 2.3 is to educate the County staff members who will be charged with administering and managing the Autodesk environment beyond the scope of this RFQ. Education will occur through involvement in the execution of above tasks, but there will be targeted training delivered to this small group focused on (but not limited to):

- Autodesk Software Licensing
- Software Installation, Updates, and Deployment, and
- Plotter configuration

Task 2.4 - Internal (End-User) Documentation

U.S. CAD will prepare workflows and best practices documentation for end-users that will be delivered in PDF form for County use. Documentation will be submitted to the County for review in comment twice (2) before final delivery.

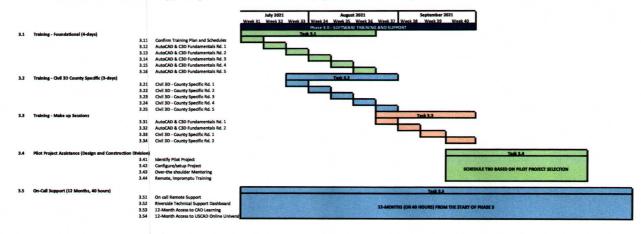
Task 2.5 - External Documentation

U.S. CAD recognizes that the County will require current Drafting Standards will need to be revised as a result of the migration from Bentley to Autodesk. A preliminary review of the existing County Drafting Standards will have been completed in prior Tasks related to Phase 1. Task 2.5 applies additional knowledge, insights, and the configuration elements that take place in Phase 2 to help round out the required Standards. Documentation will be submitted to the County for review in comment twice (2) before final delivery.

PHASE 3: SOFTWARE TRAINING AND SUPPORT

Phase III is intended to provide education to the end-users within the County on the Autodesk software outlined in the RFQ. While this training will be fundamental to the adoption and migration from Bentley to Autodesk, U.S. CAD recommends additional services to ensure success. Below are the proposed tasks for within Phase 3:

- Task 3.1 Training Foundational (4-days) [DELIVERABLE]
- Task 3.2 Training Civil 3D, Intermediate/Advanced County Division Specific (3-days) [DELIVERABLE]
- Task 3.3 Training Make-up Training Sessions [DELIVERABLE]
- Task 3.4 Pilot Project (Design/Construction Division) RECOMMNEDED
- Task 3.5 On-Call Support (12-months, 40-hours) [DELIVERABLE]



Task 3.1 - Training Foundational (4-days)

Based on U.S. CAD's experience in similar engagements, a 4-day Foundational Training has worked well for those with little, or no, Autodesk AutoCAD experience. Additionally, this approach has been well-received by those moving from Bentley to Autodesk. The goal is to educate the County staff end-users on the basics of AutoCAD and Civil 3D. The introductory courses shall give County staff the basic understanding of the Autodesk user interface and functionality of the key products in their workflow.

The 4-day Foundational Training is made up of one (1) day AutoCAD and three (3) days Civil 3D. Staff requiring ONLY AutoCAD (16 staff in total), would participate in the first day of the four (4) day course. Those requiring both AutoCAD and Civil 3D (52 staff in total) – would participate in the full four (4) days.

U.S. CAD will deliver one (1) day of Autodesk AutoCAD Fundamentals training. This training is intended to educate users with limited, or no Autodesk AutoCAD experience on the basic user interface and functions within the AutoCAD product. U.S. CAD will work with the County to refine the AutoCAD Agenda topics prior to delivery of the one (1) day of AutoCAD training (typically a 3-day training). See
Attachment D">Attachment D for sample course Outline.

U.S. CAD will deliver three (3) days of Autodesk AutoCAD Civil 3D Fundamentals Training to the County. The training will cover the fundamental topics required to utilize the various tools within the Civil 3D product. Students will get exposure and basic training on how to work within the Civil 3D environment, and topics will be refined prior to delivery so as to focus only on those areas within Civil 3D that will be common to the County. See Attachment E for sample course Outline.

Task 3.2 - Training - Civil 3D, Intermediate/Advanced - County Division Specific (3-Days)

U.S. CAD will deliver three (3) days of Autodesk AutoCAD Civil 3D Training that is focused on intermediate/advanced features. This training is intended to build on the Foundational Training in Task 3.1. Training during Task 3.2, students will learn more advanced functionality with Civil 3D that will be tailored to County workflows as well as typical design/analysis tools related to the County. U.S. CAD will work with the County to refine the Agenda topics prior to delivery.

Task 3.3 - Make-up Training Sessions

It is anticipated that despite advanced planning and scheduling that there will be individuals that will not be able to attend training sessions in Task 3.1 and Task 3.2. Often project deadlines, planned vacations, and unexpected circumstances prevent staff from attending scheduled courses. Task 3.3 accommodates for such instances and ensures that all staff have the opportunity to attend training.

Task 3.4 - Pilot Project (Design/Construction Division) - RECOMMNEDED

The most critical component to the success of any training course is the ability for students to apply training material to their daily tasks. U.S. CAD has found that companies and agencies moving to Autodesk solutions benefit greatly from mentoring programs that follow training courses and involve actual projects. This service expedites the adoption of the solution and solidifies topics covered in the Foundational Training phase through over-the-shoulder instruction and assistance.

U.S. CAD recommends that one (1) U.S. CAD Technical Resource provide Pilot Project-Based assistance and mentoring for with the Design/Construction Division. The Technical Resource will provide over-the-shoulder mentoring with team members on an actual pilot project at pre-agreed upon key project phases. This will allow for classroom topics to be solidified in a real-world environment. Should the Technical Resource identify common knowledge gaps while working with team members, an impromptu training session with the pilot project team can be conducted. If an impromptu training is not feasible, the Technical Resource will work with the County to schedule an appropriate time to deliver a short training session with the team.

Task 3.5 - On-call Support (12-months, 40-hours)

U.S. CAD will provide on-call support to aid the County for 12-months, as requested in the RFQ. The On-Call Support will be provided to the County as outlined below:

- Live Help Available Monday Friday 8am 5pm
- Telephone support @ (877) 648-7223
- Priority Response
- Under 2 Hour Average email or phone response time
- Remote Desktop Troubleshooting
- Support Case Tracking
- Autodesk License File creation
- Remote Installation & Deployment Support
- Autodesk Account Assistance

- Additional Discounts on Training and Services
- Up to 5 Authorized Representatives
- Escalation to the manufacturer's Technical Support Department if warranted
- Post support customer satisfaction email
- Access to a personalized member-only portal for better self-service support with improved efficiency and faster issue resolution (All users)
- Access to a personalized member-only dashboard that provides analytics for businesses to measure and improve their entire technical support experience
- 12-Month Subscription to U.S.CAD productivity tools for added functionality in Revit, Civil 3D, and AutoCAD
- 12-month Enrollment in U.S.CAD Online University

Itemized Labor Hour Breakdown

In support of the above project schedule diagrams, for each of the three phases, U.S. CAD has provided a detailed breakdown of the labor hours to deliver the associated tasks.

See Attachment F - Itemized Labor Hour Breakdown

TASK 3.6 - OPTIONAL ITEMS (Originally Task 3.4)

Maintenance: U.S. CAD typically don't charge additional fee's for customer that we are already engaged with on other projects. This would likely be the case if we were to be successful in winning the delivery of this project, as it would be longer than a 12 month duration.

Optional Training: U.S. CAD has capacity to deliver professional services (training; customization; mentoring & project assistance), on all the technology outlined in the RFQ – items 1. – 16.

We would anticipate introducing key County staff to software that we believe would be complimentary to your existing practices or offer key outcomes. This process is about understanding the current state as it relates to workflows and determining if there is application for said software.

Resources and Miscellaneous:

 Online Training: U.S. CAD as part of our support component of this project – provide access to our Online University – which provides live online instructor led classes, along with a library of content.

Task 3.7 - Extra Directed Work

Extra Directed Work is a contingency that has been budgeted for additional services not covered under the original scope of work, but identified as desired services by the District during the performance of work.

Extra Directed Work shall be performed only as directed by the District. The District will identify and negotiate the costs associated with each desired service with the Consultant. All work, charges, and payment under the Extra Directed Work item shall commence only after the Consultant receives a written authorization from the District.

The total cost allocated to the Extra Directed Work item shall be a lump sum amount not to exceed \$30,000.00.

ATTACHMENT "B" FEE SCHEDULES

ATTACHMENT "B"

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RFQ NO. FCARC-00164							_				
Rev 1.0	OOD CONTROL AND WATER			Date Breased	December 7, 2020	ă			Į,	1	
CONSERVATION DISTRICT	DOD CONTROL AND WATER			Prepared by:	CK CK) šį		¥ .	8	<u>.</u>	1 1
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BENTLEY CAD MIGRATION TO	AUTODESK CAD SOFTWARE RESOURCES AND PROCESSES	- RFQ NO	D. FCARC-00164	1051 211	\$246,945 \$41.645	44	\$11,000	26 \$4,810	307 \$69,0	75 627 \$128,535	47 \$3,525
1.0 REVIEW DISTRICT R	1.1 Discovery Meetings			92	\$17,350		4===			2 \$410	2 \$150
		1.11	Kick-Off Meeting Survey and Mapping	10 16	\$1,880 \$3,020	4	\$500 \$1,000	2 \$370 0 \$0	2 \$456 4 \$900	4 \$820	4 \$300
		1 13	Design and Construction Operations and Maint.	16 16	\$3,020 \$3,020	4	\$1,000 \$1,000	0 \$0 0 \$0	4 \$900 4 \$900	4 \$820 4 \$820	4 \$300 4 \$300
		1.15	Regulatory	16	\$3,020 \$3,390	4	\$1,000 \$1,000	0 \$0 2 \$370	4 \$900 4 \$900	4 \$820	4 \$300 4 \$300
		1.16	Planning	18	53,390	22	\$5,500	4 \$740	22 \$4,95		22 \$1,650
	1.2 Document Process Ma	os (Existi	ing)	22	\$4,330						
		1 22	Design and Construction	3	\$635 \$635	0	\$0 \$0	0 \$0 0 \$0	1 \$225 1 \$225	5 2 \$410	\$0 \$0
		1 22	Operations and Maint	3	\$635 \$635	0	\$0 \$0	0 \$0 0 \$0	1 \$22 1 \$22		\$0 \$0
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	1.3 Review Existing Data	50.000		32	\$7,170						
		1.31	District Drafting Manual Data Management Structure	6	\$1,360 \$1,360	2	\$500 \$500	0 \$0 0 \$0	2 \$45 2 \$45	2 \$410	0 \$0 0 \$0
		1.33	Bentiev data (cells, styles, levels) Plottine Infrastructure	6	\$1,360 \$1,360	2	\$500 \$500	0 \$0 0 \$0	2 \$45 2 \$45	0 2 \$410 0 2 \$410	0 \$0 0 \$0
		1.35	Sample Imrovement Plans	8	\$1,730	2	\$500 \$2,500	2 \$370	2 \$45 10 \$2,25	2 \$410	0 \$0 0 \$0
							34,340	2 \$370	3/2	32,030	
	1.4 Develop Process Map	1.41	Survey and Mapping	33 4	\$6,790 \$860	0	\$0	0 \$0	2 \$45		0 \$0
		1.42	Design and Construction Operations and Maint.	4	\$860 \$860	0	\$0 \$0	0 \$0 0 \$0	2 \$45 2 \$45	0 2 \$410	0 \$0 0 \$0
		1.44	Regulatory Planning	1	\$860 \$860	0	\$0 \$0	0 \$0 0 \$0	2 \$45 2 \$45	0 2 \$410 0 2 \$410	0 \$0 0 \$0
		1.45	Overall	13	\$2,490	1	\$250 \$250	2 \$370 2 \$370	4 \$90 14 \$3,1	0 4 \$820	2 \$150 2 \$150
							3250	33/0	1 1 1 33.1	1 240/0	
	1.5 Draft Findings and Re	1,51	dations Develop Training Roadmap	32 6	\$6,005 \$1,180	0	\$0	0 \$0	4 \$90		1 \$75
		1.52	Develop Content Migration Plan	7	\$1,385 \$1,120	0	\$0 \$0	0 \$0 1 \$185	4 \$90 2 \$45		1 \$75 1 \$75
		1.54	Devieop Training Plan Update Schedules and Deliverables	3	\$445	0	\$0	2 \$370	0 \$0 2 \$45	0 \$0	1 \$75 0 \$0
		1.55	Provide additional recommendations Submittal of Draft Documentation	1	\$860 \$75	0	\$0 \$0	0 \$0 0 \$0	0 \$0	0 \$0	1 \$75
		1.57	Submittal of Draft Documentation Agency Review Review Meeting (Draft)	5	\$0 \$940	0	\$0 \$250	0 \$0 1 \$185	0 \$0 1 \$22	5 1 \$205	0 \$0 1 \$75
		1.00	ALUER MECON (MAIN)			1	\$250	4 \$740	13 \$2.9	25 8 \$1,640	6 \$450
2.0 MIGRATION AND E	ESTABLISHMENT OF EFFICIEN	T WORKE	low	405	\$83,395	1					
	2.1 Configuration of Divis	2.11	Survey and Mapping	128 20	\$26,970 \$4,230	2	\$500	0 \$0	2 \$45	0 16 \$3,280	0 \$0
		2.12	Design and Construction Operations and Maint.	26 26	\$5,500 \$5,500	2	\$500 \$500	0 \$0 0 \$0	4 \$90 4 \$90	0 20 \$4,100	0 \$0 0 \$0
		2.14	Regulatory	26 30	\$5,500 \$6,240	2	\$500 \$500	0 \$0 4 \$740	4 \$90 4 \$90	0 20 \$4,100	0 \$0 0 \$0
		4.13				10	\$2,500	4 \$740	18 \$4.0		0 50
	2.2 Configuration of Stan	dard Con	stent	129	\$26,825	-	4.0	0 50	1 1 1	0 20 \$4,100	0 \$0
		2.21	Autodesk Workspace Autodesk Block Library Autodesk Templates	24 24	\$5,000 \$5,000	0	\$0 \$0	0 50	4 \$90 4 \$90	0 20 \$4,100	0 \$0
		2.23	Autodesk Templates Civil 3D Style Customization	22	\$4,550 \$4,550	0	\$0 \$0	0 \$0 0 \$0	2 \$45 2 \$45	0 20 \$4,100	0 \$0 0 \$0
		2.25	Civil 3D Style Customization Survey Database Plotters	18	\$3,730 \$635	0	\$0 \$0	0 \$0 0 \$0	2 \$45 1 \$22		0 \$0 0 \$0
		2.27	Legacy Project Workflows/Best Practices	16	\$3,360	0	\$0 \$0	0 \$0 0 \$0	4 \$90 19 \$4.2	0 12 \$2,460	0 \$0 0 \$0
										1 200 1 200 200	
	2.3 Admin/CAD Manager	2.31	Autodesk Software Licensing	16 6	\$3,400 \$1,270	0	\$0	0 S0	2 \$45	60 4 \$820	0 \$0
			Software Installation Plotter Configuration	6	\$1,270 \$860	0	\$0 \$0	0 \$0 0 \$0	2 \$45 2 \$45	0 2 \$410	0 \$0 0 \$0
						0	\$0	0 \$0	6 \$1.3	50 10 \$2,050	0 \$0
	2.4 End-User Documenta	rtion	Druft worldlows for and suc-	68 12	\$13,740 \$2,540	•	\$0	0 50	4 \$90	00 8 \$1,640	0 50
		2.42	Draft workflows for end-users Draft best practices for modifying content	12	\$2,540	0	\$0 \$0	0 \$0 2 \$370	4 \$90 4 \$90	0 8 \$1,640	0 S0 0 S0
		2.44	Draft new-hire orientation document Submit 1st Draft of Documentation	0	\$2,910 \$0	0	ŚO	0 \$0	0 S	0 \$0	0 \$0
		2.45	Agency Review/Comment Revise Documentation	0	\$0 \$2,690	0	\$0 \$0	0 S0	0 St	00 8 \$1,640	0 \$0 2 \$150
		2.47	Submit 2nd Draft of Documentation Agency Review/Comment	0	\$0 \$0	0	\$0 \$0	0 \$0 0 \$0	0 St	0 \$0	0 \$0 0 \$0
		2.49	Finalize and Submit Documentation	16	\$3,060	0	\$0	2 \$370 4 \$740	4 59	00 8 \$1,640	2 \$150 4 \$300
							00	3 1 3/40		TV 39,700	
	2.5 External Documentar	2.51	Draft Updated Drafting Standards	64 26	\$12.460 \$5.370	0	\$0	0 \$0	2 \$45		0 \$0
		2.52	Draft Updated Drafting Standards Submit 1st Draft of Documentation Agency Review/Comment	0	\$0 \$0	0	\$0 \$0	0 \$0 0 \$0	0 S	0 \$0	0 S0
		2.54	Revise Documentation	22	\$4,030 \$0	0	\$0 \$0	0 \$0 0 \$0	2 \$45 0 \$4	50 16 \$3,280	4 \$300 0 \$0
		2.56	Submit 2nd Draft of Documentation Agency Review/Comment	0	\$0	0	\$0	0 \$0	0 \$	0 \$0	0 \$0 2 \$150
		2.57	Finalize and Submit Documentation	16	\$3,060	0	\$0 \$0	0 \$0 0 \$0	2 \$4 6 \$1.3	50 12 52,460 ISO 52 \$10,660	6 \$450
3.0 SOFTWARE TRAIN	NING AND SUPPORT	19 (270)		435	\$121,905						
	3.1 Training - Foundation	nal (4-day	Confirm Training Plan and Schedules	164	\$33,320 \$520	0	\$0	2 \$370	0 5	0 50	2 \$150
		3.12	AutoCAD & C3D Fundamentals Rd. 1 AutoCAD & C3D Fundamentals Rd. 2	32 32	\$6,560	0	\$0 \$0	0 \$0 0 \$0	0 Si	32 \$6,560	0 \$0 0 \$0
		3.14	AutoCAD & C3D Fundamentals Rd. 3	32	\$6,560	0	\$0	0 \$0	0 S	32 \$6,560	0 S0
		3.15 3.16	AutoCAD & C3D Fundamentals Rd. 4 AutoCAD & C3D Fundamentals Rd. 5	32 32	\$6,560 \$6,560	0	\$0 \$0	0 \$0 0 \$0	0 S	32 \$6,560	0 \$0
							\$0	2 \$370	0 \$	160 \$32,800	2 \$150
	3.2 Training - Civil 3D Co	unty Sper	cific (3-days) Civil 3D - County Specific Rd. 1	121 25	\$27.075 \$5.475	0	\$0	0 50	24 \$5.4	100 0 S0	1 \$75
		3.22	Civil 3D - County Specific Rd. 2 Civil 3D - County Specific Rd. 2 Civil 3D - County Specific Rd. 3	24	\$5,400 \$5,400	0	\$0 \$0	0 \$0 0 \$0	24 \$5.4 24 \$5.4	00 0 \$0	0 \$0 0 \$0
		3.24	Civil 3D - County Specific Rd. 3 Civil 3D - County Specific Rd. 4 Civil 3D - County Specific Rd. 5	24 24	\$5,400	0	\$0	0 \$0	24 \$5.4	0 50	0 \$0
		3.25	Livil 3D - County Specific Rd, 5	24	\$5,400	0	\$0 \$0	0 \$0 0 \$0	24 \$5,4 120 \$27,	00 0 \$0 000 0 \$0	0 \$0 1 \$75
	3.3 Training - Make un S	essions		114	\$24,070	1		10			
		3.31	AutoCAD & C3D Fundamentals Rd. 1	33 32	\$6,635 \$6,560	0	\$0 \$0	0 \$0 0 \$0	0 S	32 \$6,560 32 \$6,560	1 \$75 0 \$0
		3.33	Civil 3D - County Specific Rd. 1	25	\$5,475	0	\$0	0 \$0	24 \$5,4	00 0 50	1 \$75
		3.34	Civil 3D - County Specific Rd. 2	24	\$5,400	0	\$0 \$0	0 \$0 0 \$0	24 \$5.4 48 \$10.	00 0 \$0 800 64 \$13,120	0 \$0 2 \$150
	3.4 Pilot Project Assistan	ce (Desig	n and Construction Division)	36	\$7,440						
		3.41	Identify Pilot Project Configure/setup Project	4 8	\$800 \$1,720	0	\$0 \$0	2 \$370 0 \$0	1 \$2; 4 \$96		0 \$0 0 \$0
		3.43	Over-the shoulder Mentoring Remote, Impromptu Training	8	\$1,640 \$3,280	0	\$0 \$0	0 \$0 0 \$0	0 St	8 \$1,640	0 S0
		3,44	ASSESSED TO SERVICE OF THE SERVICE O	10	33,460	0	\$0 \$0	2 \$370	5 \$1.1	16 S3.280 25 29 \$5.945	0 50
	3.5 On-Call Support (12	Months, 4	10 hours)		\$0						
		3.51 3.52	On call Remote Support Riverside Technical Support Dashboard	0	\$0 \$0	0	\$0 \$0	0 \$0 0 \$0	0 \$4 0 \$4	0 50 0 50	0 \$0 0 \$0
		3.53	12-Month Access to CAD Learning 12-Month Access to USCAD Online University	0	\$0 \$0	0	\$0 \$0	0 S0	0 \$6	0 50	0 50 0 50
						0	\$0	0 50	0 \$		0 50
	3.7 Extra Directed Work		Scope and hours to be determined	0	\$30,000						
		3.7.1	pcope and hours to be determined	0	\$0	0	\$0 \$0	0 \$0 0 \$0	0 \$0		0 \$0 0 \$0