

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



**ITEM: 12.1
(ID # 18402)**

MEETING DATE:
Tuesday, March 29, 2022

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Professional Service Agreement for Computer-Aided-Drafting (CAD) Software Migration Services with U.S. CAD Holdings LLC in the annual amount of \$217,305 for one year with the option to renew for four additional one year periods; All Districts. [\$1,086,525 Total Aggregate Cost; Up to \$108,653 in Additional Compensation - Department of Waste Resources Enterprise Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with U.S. CAD Holdings LLC. dba US CAD for Computer-Aided-Drafting (CAD) Software Migration Services for an annual amount of \$217,305.00 for one year with the option to renew for four additional one-year periods for a total aggregate amount of \$1,086,525 and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved as to form by County Counsel, to sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% of the aggregate annual contract amount.


ACTION:Policy

Hans Kemkamp, General Manager - Chief Engineer 3/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 29, 2022
xc: Waste

Kecia R. Harper
Clerk of the Board
By 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 117,305	\$ 217,305	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	21/22 - 22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Waste Resources (Department) has utilized Bentley Systems (Bentley) MicroStation and InRoads software applications as its standard CAD platform over the past thirty years. CAD platforms allow the Department to perform a variety of design, processes, and workflows including drafting construction plans, digital terrain modeling, earthwork quantities, survey analysis, roadway and drainage structure design. Bentley has recently introduced OpenRoads as a new civil engineering CAD platform, forcing existing InRoads users to transition over to OpenRoads or switch to other CAD platforms, such as Autodesk AutoCAD/Civil3D. Department staff recently evaluated trial versions to compare the functionality and technical capability of OpenRoads and Civil3D. Staff found the AutoCAD/Civil3D software to be highly functional, easier to use, and determined both platforms will require similar efforts in order to migrate from the existing MicroStation/InRoads software. AutoCAD is the most widely used CAD platform in the industry with available support, education, and training resources surpassing those currently provided by Bentley. Based on these findings, the Department is seeking to utilize consulting services to migrate to the AutoCAD/Civil 3D platform.

Impact on Residents and Businesses

The Agreement will allow for the Department to receive professional services to facilitate, train, support, provide engineering procedures and workflows, and transition from the Bentley CAD to the Autodesk CAD platform.

Additional Fiscal Information

The total cost of the Agreement for one year is \$217,305 and will be provided from Fund 40200, Department ID 4500100000. It is estimated \$100,000 will be budgeted for Fiscal Year 2021/22 with the remainder being allocated for Fiscal Year 2022/23. Sufficient funding is available in the Department's budget for Fiscal Year 2021/22 and will be included in the recommended budget(s) for future fiscal years, as appropriate and necessary.

Contract History and Price Reasonableness

The Department released a Request for Proposal (RFP) WMARC-406 on June 21, 2021 for Bentley CAD Migration to AutoDesk CAD Software Services. The RFP was advertised on the

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Public Purchase website and accessed by thirty-six (36) potential bidders. Five (5) bid responses were submitted in response to the RFP. The proposals were reviewed by the evaluation team from Department Staff. Each bid response was evaluated based on the criteria set forth in the RFP which were: Overall Responses to the RFP requirements and project tasks, bidders experience and technical ability, cost & fees, references, credentials, resumes, licenses, certifications, and financials. The original cost proposals received ranged between \$201,685.00 and \$275,750.00. Through the evaluation process and the County's standards, it is recommended that the contract be awarded to U.S. CAD Holdings LLC, as the most responsive, and responsible bidder for this project.

ATTACHMENT A. Professional Service Agreement



Jason Farin, Principal Management Analyst

3/21/2022



Synthia M. Guzzel, Chief Deputy County Counsel

3/21/2022

PROFESSIONAL SERVICE AGREEMENT

for

**BENTLEY CAD MIGRATION TO
AUTODESK CAD SOFTWARE SERVICES**

between

COUNTY OF RIVERSIDE

and

U.S. CAD Holdings LLC.

dba US CAD



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This Agreement, made and entered into this ____ day of ____, 2022, by and between U.S. CAD Holdings LLC, a Delaware limited liability company dba US CAD, (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, and at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the same degree of skill and care exercised by similar consultants practicing in like conditions.

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 is anticipated for twelve (12) months with the option to renew for four (4) years annually 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 an aggregate amount of Two-Hundred Seventeen Thousand Three-Hundred Five Dollars \$217,305.00 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 (If applicable). 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 percentage change in Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario for the twelve (12) month period January through January immediately preceding the adjustment, 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 DEPARTMENT OF WASTE RESOURCES

ATTN: ACCOUNTS PAYABLE

14310 FREDERICK ST

MORENO VALLEY, CA 92553

EMAIL: WasteAccountsPayable@rivco.org

- 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 (WMARC-20447-001-01/22); 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, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on

the part of the 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.

52 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 that may 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.

53 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.

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

55 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.

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

57 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. The material, reports or products may be used by the COUNTY for any purpose that the 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 only to the extent costs incurred are relative to the work performed to the point of default and in no way pertains to additional services not performed by CONTRACTOR.

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 the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor

and shall not be deemed an employee of the 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

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

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

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

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

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the 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 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. 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 particulars 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

Department of Waste Resources
14310 Frederick Street
Moreno Valley, CA 92553
Email: WastePurchasing@rivco.org

CONTRACTOR

U.S. CAD Holdings LLC.
18831 Bardeen Ave
Ste 200
Irvine, CA 92612

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.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to 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.

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

D. Professional Liability

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

E. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the 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 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.

24. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties.

For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.


[Signatures on Following Page]

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

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
JEFF HEWITT Chair
Board of Supervisors

U.S. CAD Holdings LLC
DBA US CAD

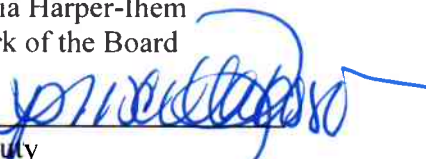
By: 
Heather Baugh
Director Finance & HR

Dated: MAR 29 2022

Dated: February 14, 2022

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

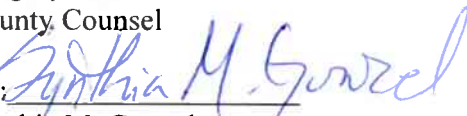
By: 
Cynthia M. Gunzel
Chief Deputy County Counsel

EXHIBIT "A"
SCOPE OF SERVICES

PHASE I- REVIEW RCDWR RESOURCES/PROCESSES AND DEVELOP RCDWR DRAFTING MANUAL

During Phase I, the CONTRACTOR will review RCDWR'S resources, procedures, workflows, work products, and meet with the Engineering staff as needed to understand the core existing and desired uses that must be addressed in Phase II. The review and assessment should include, at minimum, evaluation of the following:

1. Meetings and interviews with staff from the Engineering/Operations and Environmental Monitoring divisions within RCDWR to understand their needs, work products, standards for development of a RCDWR CAD Standards and Drafting Manual, current workflows and tools, and interoperation with other County Departments.

2. Develop RCDWR CAD Standards and Drafting Manual:
 - Create AutoCAD template files, layouts, layer scheme, annotation styles (text and dimensioning), line type styles, block libraries, plot styles, and Design Center detail libraries specific to RCDWR's workflows.
 - Create Feature, StyleManager and Symbology standard settings in Civil3D specific to RCDWR's workflows for use in surface modeling, grading design, and surveying features.
 - Manual shall address standards regarding file structure, file naming, layering, annotation, external reference, and plotting.
 - Manual shall include best practice documents to provide a step-by-step process for drawing creation, saving to file structure (server locations), support file paths and project standards.
 - Organization of the manual shall include title page, table of contents, introduction, quality assurance/quality control, general requirements, abbreviations, sheet standards, drawing format and setup, drafting practices (scale, text height vs. plot height, styles, line types and weights, etc.), layer formatting and naming, use of model and paper space, external references, plot styles, Civil 3D settings and symbology, Civil 3D topographic survey standards, drawing management, index and Appendices (standard title block, plan view drawing example, detail drawing example).
 - CONTRACTOR shall submit manual to RCDWR for review during the following stages of preparation and address comments provided by RCDWR staff:
 - Development meeting to discuss outline of manual to address subject material provided above.
 - 50% Deliverable
 - 90% Deliverable

At the completion of Phase I, the CONTRACTOR shall develop an Action Plan consisting of but not limited to, the following components:

3. Summary of the CONTRACTOR's discovery, findings and enhancement recommendations to accomplish the industry's most efficient standard of practice workflow. The number of unique configurations will be dependent upon the results of the interviews conducted during this phase. An initial estimate would be at least two (2) unique configurations needed (Design, and Surveys); and
4. Specific steps needed and their associated timeline schedule to migrate RCDWR usage of Bentley CAD software to the Autodesk CAD platform. These steps will be categorized according to each Section's specialty within the Department such as Design, Construction, Surveying, etc.
5. Complete RCDWR CAD Standards and Drafting Manual incorporating all of RCDWRs comments during the development stages.

i. **Deliverable**

1. Action Plan and presentation at RCDWR or via Microsoft Teams Virtual Meeting.
2. RCDWR CAD Standards and Drafting Manual

PHASE II: MIGRATION AND ESTABLISHMENT OF EFFICIENT WORKFLOW

• **Configuration**

In close coordination with RCDWR staff, the CONTRACTOR shall develop, for each Division/Section within RCDWR, appropriate settings, workspaces, templates, resources, workflows consistent with industry standard/most efficient standard of practice to efficiently utilize the AutoCAD and Civil3D software. The work products should be both tailored as needed to each Division's needs and to RCDWRs overall field related to landfill design.

During Phase II, the CONTRACTOR's tasks should include but are not limited to, the following:

1. Setting up Autodesk workspace to maximize RCDWRs workflow;
2. Developing Autodesk equivalent to Bentley seed file(s) / DGN LIB equip;
3. Developing templates (plan and profile sheets, etc.);
4. Development of a new Level/Layers Library, leveraging industry practice for AutoCAD, while tailoring to RCDWR needs as appropriate;
5. Converting/Updating standard Text Styles;
6. Setting up Survey Database, Feature Code Library, and Styles (including Figure Prefix Database, Linework Code Set Database and Description Keys);
7. Setting up Plot Drivers and settings, including onsite testing as necessary to ensure that work products will properly print on various RCDWRs printers/plotters;
8. Converting/Updating existing Cell Library into appropriate forms for integration into AutoCAD and Civil3D workflows; and
9. Developing Guidelines and Procedures for converting legacy MicroStation and Inroads files for use in AutoCAD/Civil3D use.
10. Converting existing RCDWR MicroStation files (.dgn) and InRoads files (.dtm, .alg, etc.) to AutoCAD/Civil 3D use. Conversion shall be done so existing coordinate systems and survey datums are maintained.
11. Perform Quality Control/Quality Assurance to ensure file conversion of existing RCDWR Bentley files are successfully converted to the AutoCAD/Civil 3D platform.

As the CONTRACTOR implements the configuration, they shall concurrently provide dedicated education to train select staff to perform each task during the entire migration process. The intent is to have these individuals be reasonably capable of independently performing these tasks if future modifications are required. This training shall include special emphasis on system maintenance, software installation and configuration, license maintenance, and printing configuration. At the end of Phase I, the selected RCDWR staff should, at minimum, be able to develop style and templates, setup workspaces, customize tool set, define cell blocks, and other setup and administrative tasks.

RCDWR is encouraging the CONTRACTOR's explanation to the scope of work in Phase II to ensure an outcome that provides RCDWR staff with the most efficient tools and workflows that achieve the RCDWR's goals and intent toward an efficient project delivery using Civil3D.

- **Documentation**

- Internal Documentation: The CONTRACTOR shall provide end-user documentation/instructions for staff in each Division/Section regarding the proper use of the configuration files and workflows that were developed, and provide instructions on creating and/or modifying templates, resources, and workflows to enable RCDWR staff to further customize these items. All the templates and resource files shall be stored in a central location to ensure easy access when sharing with RCDWR's design CONTRACTORS and newly hired employees as needed.
- External Documentation: The CONTRACTOR shall create RCDWR's CAD Standards and Drafting Manual to include the new standards and workflows developed as part of this migration.

- ii. **Deliverable**

1. Phase II.1 – Configured Autodesk and Civil3D files, including all supporting files such as configuration files, seed files, etc.
2. Phase II.2 – Internal and external documents as discussed above.
3. Phase II. – Convert existing RCDWR Bentley files to the AutoCAD platform, maintaining coordinate systems/datums and text/dimension styles.

PHASE III: SOFTWARE TRAINING and SUPPORT

1. **Training**

Training shall be scheduled to start shortly after the completion of Phase II.1 – Configuration. RCDWR has approximately 20 to 30 staff that will require extensive training on the Autodesk platform. The required training classes will primarily focus on Civil3D and AutoCAD. When developing the training classes, the CONTRACTOR shall: 1) set up the training workspaces to fully utilize the deliverables from Phase II.1 – Configuration; 2) assume RCDWR staff have no previous experience with the new Autodesk programs. Any Civil3D training will have to be

planned with the understanding that AutoCAD training will either be required separately or in conjunction with Civil3D training. The CONTRACTOR shall develop and prepare detailed training manuals and example project files (Waste Resources focused) to be used by RCDWR staff throughout the training classes.

Customization of AutoCAD fundamentals training materials is not anticipated. Customization to the supplemental materials/trainings for the Civil3D portions related to pipe, grading, etc., should suffice. RCDWR desires the Civil3D training class to place greater emphasis on customized mass earthwork grading and drainage design related items when possible. RCDWR would like to avoid a training that places heavy emphasis on transportation and highway design, power distributions, etc., as was typical in past trainings.

All workstations and licenses required for the training class shall be provided by RCDWR. Your proposal shall propose solutions that will provide training to all RCDWR staff by no later than six (6) months from the issuance of the Notice to Proceed, or as soon as reasonably possible. This will be either in an onsite classroom setting, virtually through online training or a combination of both. Classes taught in an onsite classroom setting will have a maximum capacity of 15 people at a time. The anticipated number of RCDWR staff requiring training is summarized below:

4. **Total users for AutoCAD only training: 15**
5. **Total users for Civil3D/AutoCAD training: 15**

Training for the remainder of the AEC Collection software packages offered by Autodesk, other than the programs associated with Civil3D, will not be included under Phase III. However, training for these AEC Collection software packages may be included under Optional Items below for future consideration.

2. **Support**

The CONTRACTOR shall include in the proposal the budget for one year of on-call software support post migration (assume 40 hours). As problems and issues related to configurations, customization, and any other software related issues arise, RCDWR staff will rely on resolving the issue by communicating with the CONTRACTOR support services established. This may be a simple phone call or an organized video conference session with multiple users. The question could run the gamut of questions from software maintenance to proper usage of specific software tools to additional processes we would like to inquire about. The questions would be limited to only software RCDWR has received training.

RCDWR would also like the option of extending on-call software support for one additional year, if necessary. Please include the one additional year of on-call software support (assume 40 hours) as an Optional Item below.

iii. **Deliverable**

1. Phase III.1 – Completed training for all RCDWR staff on the AutoCAD and/or Civil3D software **no later than six (6) months from the issuance of the Notice to Proceed, or as soon as reasonably possible.**
2. Phase III.2 – One full year of on-call software support to commence upon the completion of all tasks identified in Phase II.

OPTIONAL ITEMS

Maintenance:

One additional year of on-call software support (year after the first year of support discussed previously).

Optional Training Courses RCDWR may seek in the future:

1. Civil3D – Advanced Training for Grading and Drainage Design
2. AutoCAD – Advanced Training for 3D Modeling
3. BIM360 Document Management;
4. InfraWorks;
5. Revit;
6. 3Ds Max;
7. Navisworks Manage;
8. Recap Pro – Reality Capture and 3D Scanning;
9. Advance Steel – 3D Modeling for Steel;
10. Fabrication – MEP Detailing and Documentation;
11. Insight – Building Performance Analysis;
12. Format Pro – 3D Sketching with Native Revit Interoperability;
13. Structural Bridge Design – Structural Bridge Analysis Software;
14. Dynamo Studio – Programming Environment to Create Workflows and Automate Tasks;
15. Autodesk Rendering – High Resolution Renderings in the Cloud;
16. Robot Structural Analysis Professional – Advanced BIM Solutions and Structural Analysis;
17. Vehicle Tracking – Vehicle Swept Path Analysis Software; and
18. Autodesk Drive – CAD-aware Cloud Storage for Individuals and Small Teams.

Resources and Miscellaneous:

1. Online Training and Autodesk Library Resources, Training Manuals, etc.; and
2. Any other products or services your company may wish to offer in addition to what is listed above.

EXHIBIT "B"
PAYMENT PROVISIONS

Proposed Services and Phases	Total Hours required to complete each section	Hourly Rate	Total Cost of Service
Phase I: Review RCDWR Resources/ Processes and Develop RCDWR Drafting Manual			
Action Plan and Presentation	152	\$197.04	\$29,950.00
CAD Standards and Drafting Manual	474	\$202.77	\$96,110.00
Phase I Total Hours	626		
Phase I Total Cost	\$126,060.00		
Phase II: Migration and Establishment of new efficient Workflows			
Configured AutoDesk	97	\$208.10	\$20,185.00
Configured Civil3D	121	\$209.63	\$25,365.00
Convert Existing Files to AutoCAD			
Other-	16	\$212.50	\$3,400.00
Administrator/CAD Manager Education *Please specify other services required to meet RFP requirements			
Phase II Total Hours	234		
Phase II Total Cost	\$48,950.00		
Phase III: Software Training and Support			
AutoCAD Training	27	\$198.70	\$5,365.00
Civil3D Training	99	\$215.25	\$21,310.00
Support One (1) additional year of on-call software support (year after the first year of support discussed previously)	40	\$0.00	\$0.00
Other-			
Administrator/CAD Manager Education *Please specify other services required to meet RFP requirements			
Phase III Total Hours	167		
Phase III Total Cost	\$26,675.00		
Total Cost Proposal without	1027	\$196.39	\$201,685.00

Optional Items:			
Optional Items: Contractor to list optional items as stated within section 3.4 of this RFP	Total Hours required to complete each section	Hourly Rate	Total Cost of Service
Optional Items: Contractor to list optional items as stated within section 3.4 of this RFP			
Pilot Project Assistance (Design and Construction Division)	38	\$205.53	\$7,810.00
Maintenance: On-Call Support (12 Months, 40 hours)	40	\$0.00	\$0.00
Optional Item Total Hours	78		
Optional Items Total Cost	\$7,810.00		
Total Cost Proposal with Optional Items:	\$209,495.00		
Proposed Services and Phases	Total Hours required to complete each section	Hourly Rate	Total Cost of Service
Phase I: Review RCDWR Resources/ Processes and Develop RCDWR Drafting Manual	152	Varies	\$29,950.00
Phase II: Migration and Establishment of new efficient Workflows	708	Varies	\$145,060.00
Phase III: Software Training and Support	167	\$400.00	\$34,485.00
		Total Proposal Cost	\$209,495.00
Optional Items: Contractor to list optional items as stated within section 3.4 of this RFP	78	Varies	\$7,810.00
One (1) additional year of on-call software support (year after the first year of support discussed previously)	40	\$0.00	\$0.00
		Optional Items Total	\$7,810.00
		Total Proposal Cost including Optional Services	\$217,305.00