

AGREEMENT FOR BUILDSA – RELEASE 2

**BETWEEN
THE CITY OF SAN ANTONIO**

AND

GCOM SOFTWARE, LLC

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (the “**City**”), and GCOM Software, LLC, a New York Limited Liability Company (“**Contractor**” or “**GCOM**”), referred to collectively herein as the “**Parties.**”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

RECITALS

WHEREAS, San Antonio desires to hire Contractor to implement Release 2 of BuildSA for the City, as more particular described in the City’s Statement of Work, dated December 5, 2018, attached hereto and incorporated herein for all purposes as **Attachment A**; and

WHEREAS, the Contractor represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner consistent with City’s interests.

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

Article 1 - Definitions

1.1 Defined Terms. Each term defined in the preamble of this Agreement has its assigned meaning, and each of the following terms has the meaning assigned to it:

“**Bug Fix**” means a correction to the code that are necessary to make the system operate in accordance with the technical specifications contained in the Contract Documents.

“**BuildSA Core Team**” means individuals from the City’s Information Technology Services Department and Development Services Department that are assigned to work on the BuildSA project. The BuildSA Core Team is also referred to as the City Team in the Statement of Work.

“**City’s BuildSA Governance Board**” means individuals from the City’s Executive

Leadership Team selected to ensure the effective and proper performance of this Agreement. At the time this Agreement is entered into, Ben Gorzell, Erik Walsh, and Roderick Sanchez shall be the City's BuildSA Governance Board members.

"City's Product Owner" means the person(s) designated by the City to perform the duties and responsibilities specified by and in accordance with the Statement of Work and Sections 6.5, 8.2, 10.3, and 14.21 of this Agreement.

"City's Project Manager" means the person(s) designated by the City to perform the duties and responsibilities specified by and in accordance with the Statement of Work and Sections 6.4, 7.2, 10.1, and 14.21 of this Agreement.

"Contractor's Engagement Manager" means the person designated by Contractor to perform the duties and responsibilities specified by and in accordance with the Statement of Work and Section 6.1 of this Agreement.

"Contractor's Project Manager" means the person designated by Contractor to perform the duties and responsibilities specified by and in accordance with the Statement of Work and Section 6.2 of this Agreement.

"Cure" has the meaning assigned to it in Section 10.4.

"Deliverable" means a digital or tangible work product or artifact that is produced during the project and tied to a Milestone payment as specified in the Statement of Work.

"Director" means the Director of the City's specified Department, or Director's designee.

"Enhancements" means changes to the system that make the system run better and add functionality that were not in the original specifications.

"Executive Sponsorship Team" means the team comprised of the Contractor's Project Director, the Development Services Department Director, and the Information Technology Services Department Chief Technology Officer.

"Items" means all Deliverables, components, services, intermediate assemblies, products, code, and data.

"Maintenance" means any upgrade or modification of a work product or artifact after delivery to correct faults or improve performance or other attributes.

"Milestone" means the completion of a Sprint or the submission of a Deliverable.

"Sprint" means a set period of time during which specific work has to be completed and made ready for review.

“**Support**” means assistance provided by Contractor to City by telephone or e-mail during City’s regular business hours to answer questions regarding the use of the system.

“**Term**” has the meaning assigned to it in Section 2.1.

Article 2 - Term of Agreement

2.1 Term of Agreement. This Agreement begins upon the effective date of the ordinance awarding the contract and ends on the 30 month anniversary of the effective date (the “**Term**”), unless terminated earlier in accordance with the provisions of this Agreement.

2.2 Renewal. At City’s option, this Agreement may be renewed under the same terms and conditions for two additional one-year periods. Renewals shall be in writing and signed by the City’s Finance Department Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Article 3 - Contract Documents

The term “**Contract Documents**” means the documents, which contain the agreements of the Parties with respect to this transaction. The Contract Documents shall consist of this Agreement, the Statement of Work (Attachment A), the Intended Users Overview (Attachment B), the City of San Antonio Data Security Policy (Attachment C), and the Price Schedule (Attachment D) all of which are attached hereto and are incorporated into this Agreement by this reference.

Article 4 - Order of Precedence

4.1 In the event of any conflict or inconsistency among the Contract Documents, said conflict or inconsistency shall be resolved by giving precedence to the documents in the following order:

- (a) This Agreement;
- (b) The City’s Statement of Work, dated December 5, 2018 (Attachment A);
- (c) Intended Users (Attachment B);
- (d) The City of San Antonio Data Security Policy (Attachment C); and
- (e) Price Schedule (Attachment D).

Article 5 - Contractor's Obligations

5.1 Statement of Work. Contractor shall perform all objectives, satisfy all project goals,

and produce all Deliverables as detailed in the City's Statement of Work. Contractor acknowledges that BuildSA is intended to be utilized by the City's agencies and departments as specified in the Intended Users, attached hereto and incorporated herein for all purposes as **Attachment B**.

5.2 Timely Services. Contractor shall perform all services with due diligence and shall meet all dates set forth in the Statement of Work. Contractor and the City shall meet, as necessary, to discuss project status and provide timely responses to issues related to project progress raised in writing by Contractor or the City.

5.3 Employees and Subcontractors. Contractor agrees to utilize only experienced, responsible, and competent personnel in its performance under this Agreement. Contractor shall assign, to the project, such personnel in sufficient numbers to ensure the project's on-time completion as specified in the Statement of Work. Contractor shall remove from the project any personnel who endanger persons or property. Contractor shall also remove from the project personnel whose continued participation in the project is found to be inconsistent with the best interests of the City and its Core Values, after review by the project Executive Sponsorship Team. Contractor shall be fully responsible to the City for the performance and behavior of its employees, subcontractors, and persons either directly or indirectly employed by its subcontractors.

5.4 Data Security. Contractor shall comply with the City of San Antonio Data Security Policy, provided by the City's Administrative Directive 7.3a, attached hereto and incorporated herein for all purposes as **Attachment C**.

Article 6 - Engagement Manager, Project Managers, & Product Owners

6.1 Contractor's Engagement Manager. Contractor shall designate an Engagement Manager that has experience with Accela implementations, who will direct Contractor efforts and meet with the City personnel to obtain general orientation to the project and sources of information. Contractor's Engagement Manager shall also be the point of contact for the City to resolve any issues pertaining to system Maintenance and warranty work. At the time this Agreement is entered into, **Donald Schier** shall be the Contractor's Engagement Manager.

6.2 Contractor's Project Manager. Contractor shall designate a Project Manager who will work directly with the City's Project Manager, Contractor's Engagement Manager, and Contractor's project team to finalize documentation specific to the management aspects of the project, monitor project communications and actions to make sure they align with agreed upon processes, and manage review and approval processes for Deliverables. Throughout the Term of this Agreement and any extensions or renewals, if any, Contractor's Project Manager must have an active Project Management Professional credential and a minimum of 5 years of experience in similarly sized projects. The Contractor will designate a Project Manager no later than the conclusion of Sprint 0. The designation of the Contractor's Project Manager is subject to the City's approval as detailed below in Section 6.3.

6.3 Contractor's Personnel Positions. Contractor shall provide a written request to the City not less than 10 calendar days prior to Contractor's proposed replacement date of Contractor's Engagement Manager, Project Manager, or other personnel who are significantly involved in the project. If Contractor could not have reasonably known in advance of a necessary change in Engagement Manager, Project Manager, or other significantly involved personnel, Contractor shall provide a written request to the City within 5 calendar days after the date the necessary change becomes known. The City shall use good faith to approve or deny the named individual requested by Contractor to replace the position and shall notify Contractor in writing of the decision within 5 calendar days of receipt of Contractor's request. If the City denies the named individual requested to fill the position, Contractor shall provide the name of an alternative candidate in writing within 5 calendar days of receipt of the City's denial. The unauthorized replacement of Contractor's Engagement Manager, Project Manager, or other significantly involved personnel shall constitute a breach governed by Section 15.1 of this Agreement.

6.4 City's Project Manager. The City shall designate one or more Project Managers who will direct the City's efforts. The City's Project Manager(s) shall also be the point of contact for Contractor to resolve any contract issues pertaining to system Maintenance and Warranty work. The City's Project Manager(s) shall coordinate with the City's Product Owner(s) to authorize Maintenance, Enhancements, and warranty work. Any requests for Maintenance, Enhancements, or warranty work shall only be payable if made by the City's Project Manager(s) together with the City's Product Owner(s), evidenced in writing and signed by the City's Project Manager(s) and the City's Product Owner(s). Signed written requests for such services shall, as between the City and Contractor, be deemed conclusive evidence of the City's authorization of such services. The City's Information Technology Services Department Director has the authority to designate a new or additional Project Manager for the City. At the time this Agreement is entered into, **Addison Martinez** shall be the City's Project Manager. Except as otherwise provided in this Agreement, any change made by Contractor at the direction of any other person in any other manner shall be considered as having been made without authority.

6.5 City's Product Owner. The City shall also designate one or more Product Owners who will be responsible for identifying the minimum viable product. The City's Product Owner(s) shall coordinate with the City's Project Manager(s) to authorize Maintenance, Enhancements, and warranty work. Any requests for Maintenance, Enhancements, or warranty work shall only be payable if made by the City's Product Owner(s) together with the City's Project Manager(s), evidenced in writing and signed by the City's Project Manager(s) and the City's Product Owner(s). Signed written requests for such services shall, as between City and Contractor, be deemed conclusive evidence of City's authorization of such services. The City's Development Services Department Director has the authority to designate a new or additional Product Owner for the City. At the time this Agreement is entered into, **Terry Kannawin** and **Rick Barnds** shall be the City's Product Owners. Except as otherwise provided in this Agreement, any change made by Contractor at the direction of any other person in any other manner shall be considered as having been made without authority.

Article 7 - Consideration And Payment

7.1 Consideration. In consideration of the Items and services furnished by Contractor pursuant to this Agreement, the City shall pay Contractor the fees set forth in the Price Schedule, attached hereto and incorporated herein for all purposes as **Attachment D**.

7.2 Invoices. Contractor shall submit invoices to the City's Project Manager(s), in accordance with Article 13 of this Agreement, to receive payment for all Items or services provided in the Statement of Work and under the terms and conditions of this Agreement. All invoices shall detail the services provided and the fixed price for those services. Contractor shall comply with reasonable requests made by the City to include additional information on the invoice. City shall pay Contractor within the time limits imposed by Texas law on municipalities and in accordance with Section 10.5 of this Agreement.

Article 8 - Inspection and Rejection

8.1 All Items. In addition to the delivery of the source code for the system, which is governed by Article 9 below and not by this Article 8, all Items shall be subject to inspection and testing by the City to the extent practicable.

8.2 Nonconforming Items. If any Items are defective in material or workmanship or otherwise not in reasonable conformity with the requirements of the Contract Documents as determined solely by the City's Product Owner(s), the City shall have the right to require their correction or to require replacement. Items that have been rejected or required to be corrected shall be removed, or if permitted by the City then corrected in place by and at the expense of Contractor, promptly after notice given by the City. Such Items shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. Contractor's failure to promptly remove such Items or to promptly replace or correct such Items required to be removed, replaced, or corrected shall constitute a breach governed by Section 15.1 of this Agreement. In addition, without waiving any rights the City may have under this Agreement or otherwise by law as a result of such default, the City may:

- (a) Accept delivery of the defective Items and by separate contract or otherwise correct such Items and charge Contractor, or deduct from any amount due to Contractor, any additional costs incurred by the City to correct such Items;
- (b) Reject delivery of the defective Items and, by separate contract or otherwise, replace such defective Items and charge Contractor, or deduct from any amount due to Contractor, any additional costs incurred by the City to replace such Items; or
- (c) Require the delivery of the defective Items at a reduction in price by Contractor that is equitable under the circumstances.

8.3 Delay and Reduction in Value. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the project. With respect to rejected Items, the City shall not be liable for any reduction in value of any such rejected Item used in connection with such inspection or test.

8.4 Failure to Inspect or Reject. Failure to inspect or reject Items shall not relieve Contractor of responsibility for Items that are not in accordance with the requirements of the Contract Documents, nor impose any liability on the City for any reason. Inspection and testing of any Item does not relieve Contractor from any responsibility regarding defects that may be discovered prior to final acceptance or during warranty periods.

Article 9 - Acceptance Testing

The purpose of the acceptance tests is to provide the City with a complete and accurate assessment of whether the system meets the requirements set forth in the Contract Documents and any system specifications necessary to meet those requirements, whether contained in the Contract Documents or elsewhere.

9.1 Generally. The acceptance tests shall fully test each function of applicable Items. The City reserves the right to test such functions more than once. Additionally, the City may test such functions singularly, in groups, at the sub-system level, and at the system level. The City reserves the right to conduct any other inspections or tests to ensure Items meet requirements and specifications.

9.2 Problem or Failure. Contractor shall define and document the cause of any problem or failure with an Item. Contractor shall facilitate the resolution of, and shall furnish the corrective action to fix, any such problem or failure of the system. In the event that a problem or failure is caused by a problem with any product or facility provided by the City, Contractor's obligations to facilitate resolution and/or furnish the corrective action shall be met by diagnosing the problem and advising the City on how the problem or failure can be corrected. Nothing set forth in this Section relieves Contractor from the obligation of correcting problems or failures caused by any product or facility provided by Contractor.

9.3 Items Passing Test. The City shall determine, solely in the City's reasonable discretion, whether an Item passes an acceptance test. If the City reasonably determines that an Item has not passed an acceptance test, the City shall provide Contractor with a written description of the way(s) in which the Item was deemed unsatisfactory. This written description shall include a limited but reasonable period of time in which the problem is to be resolved by Contractor.

Article 10 - Acceptance Criteria

10.1 Deliverables, Sprints, and the City's Retainage. All Deliverables and all completed work specified for each Sprint shall be submitted by Contractor to the City's Project Manager(s).

For each received Deliverable and completed work, the City's Project Manager(s) shall obtain the necessary approval(s) and signature(s) from the City's BuildSA Core Team member(s) assigned to review such Deliverable or work for material compliance with the requirements as set forth in the Statement of Work. A retainage in the amount of 10% of each Deliverable price and 10% of each Sprint price shall be held by the City, to be paid upon final acceptance.

10.2 Approval and Milestone Acceptance. The City shall assign one or more members of the City's BuildSA Core Team to review, approve, and sign off on each Deliverable and all completed work specified for each Sprint. Upon acceptance of each Milestone and receipt of Contractor's correct invoice, the City shall pay Contractor 90% of the agreed upon Milestone.

10.3 Nonconformity or Non-functionality. In the event of any material nonconformity or non-functionality of any Deliverable or work completed within any Sprint, as determined solely by the City's Product Owner(s), the City shall provide written notice to Contractor within 14 business days of the date the Deliverable or work is received by the City.

10.4 Opportunity to Cure. Contractor may cure any nonconformity or non-functionality of any Deliverable or work completed within any Sprint of which Contractor is notified of by the City. The following provisions apply to Contractor's opportunity to cure:

- (a) Time to Cure. Upon receipt of such notice of nonconformity or non-functionality, Contractor shall have 14 business days to cure the nonconformity or non-functionality. The City must receive the delivery of such cured Deliverable or work (the "Cure") no later than the 15th business day following Contractor's receipt of the notice of nonconformity or non-functionality for such Deliverable or work.
- (b) City's Acceptance of Cure. Upon delivery of the Cure, the City will have 14 business days to evaluate and determine if such cure is acceptable.
- (c) Failure to Cure, Second Notice. In the event the Deliverable or work remains unacceptable, the City will provide a second written notice of nonconformity or non-functionality to Contractor no later than the 15th business day following the City's receipt of such Cure. Contractor shall then have an additional 14 business days to cure the nonconformity or non-functionality. The City must receive delivery of such second-attempted Cure no later than the 15th business day following Contractor's receipt of the second notice of nonconformity or non-functionality for such Deliverable or work.
- (d) Second Attempt to Cure. Upon delivery of the Cure in response to the second notice of nonconformity or non-functionality, the City will have 14 business days to evaluate and determine if such Cure is acceptable.
- (e) Failure to Cure, Third Notice. In the event the Deliverable remains unacceptable the City will provide Contractor with a third notice of any nonconformity or non-

functionality to Contractor, and Contractor shall forfeit 50% of the retention amount held by the City for that Deliverable or Sprint on the date such third notice is provided to Contractor.

10.5 Final Acceptance. Upon the completion of the 90-day warranty period or the final resolution and acceptance of the last Bug Fix needed during such warranty period, whichever occurs last, as set forth in the Statement of Work, Contractor shall submit a written invoice to the City for the retention amount held by the City. Contractor shall deliver the invoice to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4th Floor, San Antonio, Texas 78205. Upon receipt of Contractor's written invoice, the City shall have not less than 30 calendar days to pay for goods or services. Time for payment will be computed from the later of:

- (a) the date City receives conforming goods under the contract;
- (b) the date performance of the service under the contract is completed; or
- (c) the date the City receives a correct and valid invoice for the goods or services.

Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

10.6 Payment Delay Caused by Dispute. Section 10.5 shall not apply where there is a bona fide dispute between the City and Contractor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein. The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Contractor must submit a corrected invoice or a credit memorandum for the disputed amount. The City will not make partial payments on an invoice where there is a dispute.

Article 11 - Intellectual Property

11.1 Intellectual Property Rights. Contractor shall pay all royalties and licensing fees arising from or in connection with the performance of this Agreement. Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims, or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, or trade secrets arising from or in connection with any material or method used by Contractor in Contractor's performance of this Agreement. In accordance with Section 11.3, Contractor shall defend all suits for infringement of any Intellectual Property rights. Further, if Contractor has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

11.2 Notification of Intellectual Property Infringement. Upon receipt of notification that a third party claims that the program(s), hardware, both the program(s) and the hardware, or any

other intellectual property infringe upon any United States or International patent, copyright, or trademark, Contractor shall immediately:

- (a) Obtain, at Contractor's sole expense, the necessary license(s) or rights that would allow the City to continue using the program(s), hardware, both the program(s) and hardware, or any other intellectual property as the case may be; or
- (b) Alter the program(s), hardware, both the program(s) and hardware, or any other intellectual property so that the alleged infringement is eliminated, and
 - (i) Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the program(s), hardware, both the program(s) and hardware, or other intellectual property while the dispute is pending.

11.3 Response to Intellectual Property Infringement. Contractor further agrees to:

- (a) Assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark, or any other intellectual property rights arising from the use and/or sale of the equipment, software, or other intellectual property under this Agreement,
- (b) Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- (c) Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that

- (a) Contractor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Contractor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
- (b) The equipment, software, or other intellectual property is used by the City in the form, state, or condition as delivered by Contractor or as modified without the permission of Contractor, so long as such modification is not the source of the infringement claim,
- (c) The liability claimed shall not have arisen out of the City's negligent act or omission, and

- (d) The City promptly provide Contractor with written notice within 15 calendar days following the formal assertion of any claim with respect to which the City asserts that Contractor assumes responsibility under this Section.

Article 12 - Insurance

12.1 Insurance Requirements. Contractor shall comply with the insurance requirements set forth below:

- (a) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "BUILDSA – Release 2" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- (b) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification whereby the City may incur increased risk.
- (c) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| TYPE | AMOUNTS |
|---|--|
| 1. Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises/Operations; b. Products/Completed Operations; c. Personal/Advertising Injury; and d. Contractual Liability. | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage. |

- (d) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- (e) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to the City at the address provided below within 10 calendar days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
 Attn: Development Services Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

- (f) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- (i) Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- (ii) Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy; and
- (iii) Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- (g) Contractor shall provide advance written notice directly to the City of any suspension or non-renewal in coverage, and not less than 10 calendar days advance notice for nonpayment of premium.
- (h) Within 5 calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. The City shall have the option to suspend Contractor’s performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- (i) In addition to any other remedies the City may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- (j) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor’s or its subcontractors’ performance of the work covered under this Agreement.
- (k) It is agreed that Contractor’s insurance shall be deemed primary and non-contributory with respect to any insurance or self- insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- (l) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (m) Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

Article 13 - Invoices and Notices

13.1 Addresses. Any invoice, notice, request, or consent sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested,

documented facsimile or delivered personally to an officer of the receiving Party at the following addresses:

THE CITY:
City of San Antonio
Att: Michael Shannon
Development Services Director
PO Box 839966
San Antonio, Texas 78203-3966

CONTRACTOR:
GCOM Software, LLC
Att: Riyaz Ladkhan
24 Madison Avenue Ext
Albany, NY 12203

13.2 Change of Address. Notice of change of address by any Party must be made in writing and mailed to the other Parties within 15 business days of such change. All invoices, notices, requests, or consents under this Agreement shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the invoice, notice, request, or consent shall be considered received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article 14 - General Terms and Conditions

14.1 Captions. All captions used in this Agreement are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the Parties to this Agreement.

14.2 Compliance with Law. Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, and regulations.

14.3 Severability. If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the City of San Antonio Charter, City of San Antonio Codes, or City of San Antonio ordinances, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

14.4 Prohibited Financial Interest. Contractor acknowledges that the Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee,

as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a prohibited "financial interest" in a contract with the City or in the sale to City of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

- (a) A City officer or employee, his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- (b) An entity in which the officer or employee, or his or her parent, child, or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or (ii) 10% or more of the fair market value of the entity; or
- (c) An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary entity.

Contractor warrants and certifies, and this Agreement is made in reliance thereon, that none of the above listed individuals or entities is a party to this Agreement.

14.5 Non-Discrimination. As a party to this Agreement, Contractor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, veteran status, age, or disability, unless exempted by state or federal law, or as otherwise established herein.

14.6 Prohibition on Contracts with Companies Boycotting Israel. Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (a) does not boycott Israel; and
- (b) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By executing Contract Documents with the City, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The City hereby relies on Contractor's verification. If found to be false, the City may terminate this Agreement for material breach.

14.7 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153. By executing Contract Documents with the City, Contractor hereby certifies that it is not identified on such a list and that it will notify the City should it be placed on such a list while under contract with the City. The City hereby relies on Contractor's certification. If found to be false, the City may terminate this Agreement for material breach.

14.8 Independent Contractor. Each party to this Agreement will be acting in its own capacity in performance of this Agreement. Contractor and all persons designated by Contractor to provide services in connection with this Agreement are and shall be deemed to be independent contractors, responsible for their respective acts or omissions. The City shall in no way be responsible for Contractor's actions, and none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationships, between the parties hereto. This provision shall survive termination of this Agreement.

14.9 Licenses, Certifications, and Training. Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license, and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein. Contractor and any other person designated to provide services hereunder shall remain an Accela Certified Service Partner 'Business Plus' at all times during the Term of this Agreement and any renewal thereof.

14.10 Undisclosed Features. Contractor warrants that Items, equipment, and software provided to the City under this Agreement do not contain any undisclosed features or functions that would impair or might impair the City's use of any Items, equipment, or software. Specifically, but without limiting the previous representation, Contractor warrants there is no "Trojan Horse," lock, "time bomb," backdoor, or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law not specified herein. Contractor specifically disclaims any unilateral self-help remedies.

14.11 Indemnification. **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the CITY, individually**

and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, and property damage, made upon the CITY and directly or indirectly arising out of, resulting from, or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR or the agents, officers, directors, representatives, employees, consultants, or subcontractors of CONTRACTOR and their respective officers, agents employees, directors, and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the CITY or its officers or employees in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONTRACTOR AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY, IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

14.12 Indemnity for Benefit of the Parties. The provisions of the indemnification provided for in this Agreement are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall provide written notice to the City within 24 hours of any claim or demand against the City or Contractor known to Contractor and related to or arising out of Contractor's activities under this Agreement; and Contractor shall see to the investigation and defense of such claim or demand at Contractor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph or Section 14.11 above.

14.13 Venue, Jurisdiction, and Arbitration. For any dispute or claim arising from or in connection with this Agreement, venue shall be in Bexar County, Texas and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

14.14 Defense Counsel. The City shall have the right to approve Contractor's proposed defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify the City. The City may only reject the hiring of Contractor's proposed defense counsel if there is an apparent conflict of interest between the proposed defense counsel and the City. If suit is filed and Contractor fails to retain City approved defense counsel by the 10th calendar day before the expiration of the time required to file an answer, the City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by the City. The City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

14.15 Employee Litigation. In any and all claims against any party indemnified hereunder by any employee or subcontractor of Contractor, anyone directly or indirectly employed by any employee or subcontractor of Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

14.16 Force Majeure. Neither party will be liable to the other for any failure or delay in the performance of such party's non-monetary obligations due to any occurrence not occasioned by the conduct of either party and beyond the party's control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, or other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact. Such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

14.17 Document Ownership. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, and access and retention thereof, including, but not limited to, the following:

- (a) Local Government Records. In accordance with Texas law, Contractor acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or Maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.
- (b) Local Government Record Defined. The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law, including an ordinance, or in the transaction of official business.
- (c) City Ownership. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, will belong to and be the property of the City. Contractor shall turn over to the City, all such records as required by this Agreement. Contractor shall not, under any circumstances, release any records created during the course of

performance of this Agreement to any entity without City's written permission, unless required to do so by a court of competent jurisdiction.

14.18 Assignment. Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer, or convey any interest in this Agreement, nor delegate the performance of any duties hereunder by transferring, assigning, subcontracting, or any other means without the written consent of the City's BuildSA Governance Board. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services and provision of goods outlined in this Agreement in the event of default by the successor contractor, assignee, transferee, or subcontractor. Any attempt to transfer, pledge, or otherwise assign this Agreement, in whole or in part, without said written consent shall be void ab initio and shall confer no rights upon any third person.

14.19 Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice at any time any right, power, privilege, or remedy available to that party hereunder or by law or in equity.

14.20 Change of Ownership. Contractor agrees to notify the City of any changes in ownership interest greater than 50%, and of any changes in control of its business entity, not less than 45 days in advance of the effective date of any such change. Notwithstanding any other remedies that are available to the City under this Agreement, any such change of ownership interest or control of Contractor's business entity may be grounds for termination of this Agreement at the sole discretion of the City.

14.21 Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this Agreement:

- (a) Any change orders that become necessary during the Term of this Agreement as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment, or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as may hereafter be amended from time to time.
- (b) Changes that do not involve an increase in contract price may be made by the City's Product Owner(s) together with the City's Project Manager(s), evidenced in writing

and signed by the City's Project Manager(s) and the City's Product Owner(s).

- (c) Any other change will require approval of the City Council of the City of San Antonio.
- (d) No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated herein.

14.22 Amendments. Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both the City and Contractor. The City's Finance Department Director shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

14.23 Entire Agreement. This Agreement, together with its authorizing ordinance, attachments, and exhibits, if any, constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the Parties, in accordance with the change order and amendment provisions in Sections 14.21 and 14.22 above.

Article 15 - Termination

Termination by the City may be effected by the City's Governance Board, without further action by the San Antonio City Council. In addition, the following rules govern termination:

15.1 Termination-Breach. Should Contractor fail to fulfill in a timely and proper manner, as determined solely by the City's Finance Department Director, its material obligations under this Agreement, or violate any of the material terms of this Agreement, the City shall have the right to terminate this Agreement, in whole or in part, if after prompt written notice to Contractor specifying the failure(s) or violation(s) and a minimum of a 10 business day cure period, the failure or violation has not been corrected. Notice of termination shall be provided in writing to Contractor, effective upon the date set forth in the notice. Such termination shall not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

15.2 Termination-Notice. The City may terminate this Agreement, in whole or in part, without cause. The City shall be required to give Contractor notice not less than 10 business days prior to the date termination of this Agreement without cause is to be effective. To the extent termination occurs under this provision, Contractor will be paid for all completed Milestones to date (including any amounts held back) subject to approval and acceptance of each Deliverable in accordance with Article 10 of this Agreement.

15.3 Termination-Funding. The City retains the right to terminate this Agreement at the expiration of each of the City's budget periods. This Agreement is conditioned on a best efforts attempt by the City to obtain and appropriate funds for payment of any debt due by the City herein. To the extent termination occurs under this provision, Contractor will be paid for all completed Milestones to date (including any amounts held back) subject to approval and acceptance of each Deliverable in accordance with Article 10 of this Agreement.

15.4 Sections that Survive Termination. The provision previously designated and any other right, obligation, or required performance of the Parties in this Agreement, which by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration. In addition, the obligations of the Parties to protect propriety and confidential information and the obligation of Contractor to indemnify and hold the City harmless for copyright, patent, or trademark infringement contained in this Agreement shall also survive termination of this Agreement.

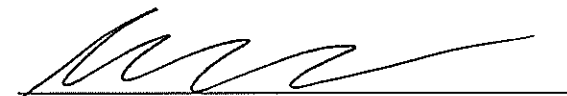
[Remainder of Page Intentionally Left Blank - Signature Page Follows]

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

GCOM SOFTWARE, LLC

Craig Hopkins, CIO/ Director of Information
Technology Services Department



Girish Bhatia, CEO

Date: _____

Date: 12/21/18

Michael Shannon, Director of Development
Services Department

Date: _____

Troy Elliott, Deputy CFO/Director of Finance
Department

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Attachment A - The City's Statement of Work, dated December 5, 2018

(attached as a separate document)

Attachment B - Intended Users

1.1 Core Users. The following core users are Divisions or Sections within the City's Development Services Department that will be heavy users of the BuildSA system and will be transacting in BuildSA daily as a part of their primary job responsibilities:

| Stakeholder Group | Division | Description | Approximate # of People |
|---|---|---|-------------------------|
| Customer Advocate (Permitting Counter and Call Center) | Plan Review: The Plan Review Division is responsible for assisting customers in understanding and complying with the City's current building codes applicable Unified Development Code, and Zoning. The section reviews building plans and issues permits and coordinates reviews with external entities. Has a large customer service function, and also manages licensing for contractors and variances and appeals to boards. | Enter Permits, Contractor Licenses, Inspections requests and their associated fees into Hansen. | 29 |
| Plan Review (Plan Intake and Coordination, Plan Management, Special Projects/Fire Protection, Building/Tree, Landscape and Irrigation, Minor Plan/Construction Trades, Customer Consultations and Support Team) | Plan Review: See Description above | Enters Plan Review activity and associated fees into Hansen. | 63 |

| Stakeholder Group | Division | Description | Approximate # of People |
|---|---|--|-------------------------|
| Building Inspections (Residential, Combination, Mechanical, Electrical, Signs, Plumbing, Commercial, Project Management, Hospitals and Schools) | Field Services: The Building Code Inspections Section is the primary field enforcement agency for DSD for all permitted construction activity on private and public property where the construction is outside of the public right of way. Building inspections assists the Building and Fire – Related Code of Appeals and Advisory Board. | Enters Inspection activity directly into Hansen. Enters Inspection activity into Mobile Inspector Application which interfaces Hansen. Enters Inspection assignments into Web Route Optimization (RO) Mgt Tool. Uses the RO Mobile Device Application to enter inspection activity which interfaces with the Web RO Mgt Tool | 89 |
| Tree Inspections | Land Development: The Tree Inspectors is the primary field enforcement agency for DSD for the enforcement of the City's tree ordinance in the City Limits and the ETJ. | Enters Inspection activity directly into Hansen. Enters Inspection activity into Mobile Inspector Application which interfaces Hansen. Enters Inspection assignments into Web RO Mgt Tool. Uses the RO Mobile Device Application to enter inspection activity which interfaces with the Web RO Mgt Tool | 11 |
| Code Enforcement - Field Units | Field Services: Code Enforcement Units provide inspection and enforcement services, respond to complaints received from citizens, the City's 311 system, and on a proactive basis. They also oversee escalation of cases to boards, work orders, and towing. Code Enforcement (CE) also assists the Building Standards Board (BSB) and Building Code Inspections, as well as the Building and Fire-Related Codes of Appeals and Advisory | Enters code violations, inspections (i.e. results, work orders, towing and BSB) activity into ECCO. *Licensing and tracking of annual inspections for Salvage is tracked in MS Excel and not in ECCO or Hansen. | 96 |

| Stakeholder Group | Division | Description | Approximate # of People |
|--|--|---|-------------------------|
| Code Enforcement - Dangerous Premise | Field Services: See Description above | Enters violation, inspection and BSB activity for Dangerous Premises into ECCO. Uses Hansen as a research tool to verify permit activity. *Dangerous Premises that are forwarded to the board for resolution or demolition are tracked through CE BSB system. | 12 |
| Code Enforcement - Special Units (Boarding Home, Graffiti, Zoning and Permitting, Neighborhood Enhancement Team, Building Standards Board, Absentee Property Owners) | Field Services: See Description above | Boarding Home and other business licenses, enter Permits requests, annual inspections requests and their associated fees for Boarding Homes into Hansen and also utilize ECCO Graffiti enters violation, inspection and resolution activity from Graffiti complaints into ECCO. Zoning and Permitting enter code violations and inspection activity for Zoning into Hansen and/or ECCO based on it's originating system. Neighborhood Enhancement Team uses Hansen and ECCO. | 51 |

1.2 Semi-Core Users. The following semi-core users are agencies and departments who partner and coordinate with the City's Development Services Department to assist with approvals, reviews, permit issuance, etc. They will utilize BuildSA to review and execute transactions.

| Stakeholder Group | Division | Description | Approximate # of People |
|-------------------|--|---|-------------------------|
| Finance | Finance: Fiduciary responsibilities for all City departments; Finance is the Central Office and each City department has a Finance employee – Department Fiscal Administrator (DFA). Hansen interfaces with the Municipal Accounts Receivable Receipt (MARR) System, which then interfaces with SAP, the finance system. | Enters receipt of payment activity into Hansen for fees originating from Hansen. Hansen interfaces with SAP *Receipt of Payments for Fees originating from requests process in ECCO systems are entered directly into SAP. Manages the Department's Accounts Receivables Collections. | 10 |

| Stakeholder Group | Division | Description | Approximate # of People |
|---------------------------------|--|---|-------------------------|
| Fire | <p>Fire: Perform fire and life safety inspections to ensure compliance with 2012 IFC and adopted codes. Respond to complaints, perform investigations, and issue violations/citations. Perform application intake for various inspection types. Perform plan review for some permit types.</p> | <p>Enters Plan Review activity for Fire System Permits and associated fees into Hansen. Enters Inspection scheduling and results activity for Fire Safety inspections into Hansen. Complaints, investigations, and issue of violations/citations activity is entered and tracked in Hansen.</p> | 30 |
| Office of Historic Preservation | <p>Office of Historical Preservation (OHP): Protects the historical, cultural, architectural, and archaeological resources that make San Antonio unique; Coordinates with other City departments to enforce required review and inspection processes to protect historic resources through a MDP, PUD, Plat, and building permit; Supports the coordination of cases for review with the Historic and Design Review Commission.</p> | <p>Enters results of Plan Reviews for Building Permits in Historic District in Hansen</p> | 2 |
| ITSD | <p>Information Technology Services Department (ITSD): a centralized office dedicated to powering digital government through technology direction and oversight for the all of the City's services delivered through its many different departments. ITSD oversees GIS and SAP.</p> | <p>Maintain and provide Support for all IT systems for DSD</p> | 15 |

| Stakeholder Group | Division | Description | Approximate # of People |
|-------------------------------------|---|--|-------------------------|
| TCI | <p>Transportation and Capital Improvement (TCI): Build and maintain San Antonio's infrastructure for all City Buildings, Streets, Traffic and Storm Water. Provide every day maintenance services, as well as prepare for and execute major infrastructure improvement projects (municipal buildings, roads, alleys, drainage, sidewalks, etc.). These reviews are conducted through MDP, PUD, Plats, and Building Permits. Additionally, TCI protects the Right of Way/Street system integrity through permitting and inspection of street cuts. These permits are coordinated through the ROW Permit System which is expected to be replaced by the new solution through this RFCSP.</p> | <p>TCI is a reviewing agency for building permits and enters its Plan Review activities and associated fees in Hansen..</p> | 22 |
| San Antonio Water System | <p>San Antonio Water System (SAWS): Provide water services to the City of San Antonio and ETJ. Coordinate with DSD for plan review for MDP, PUD, and platting and some permit types, and participates in the utility release process.</p> | <p>SAWS is a reviewing agency for building permits in the Aquifer area and enters its Plan Review activities in Hansen.</p> | 4 |
| San Antonio Metro Health Department | <p>San Antonio Metro Health Department (SAMHD): Provides Children's Services, Community and Family Services, and Senior Services to the City of San Antonio. Receive complaints from 311. Inspections for boarding homes are done by the Boarding Home team by several city departments overseen by DSD Code Enforcement.</p> | <p>SAMHD receives assignments for plan reviews and inspections in Hansen but enters and tracks their inspection activity in the Digital Health System.</p> | 6 |
| Office of the City Attorney | <p>Office of the City Attorney: City lawyers perform a wide variety of legal services including prosecuting misdemeanor offenses, defending the City in civil lawsuits, and preparing the many agreements, legal documents, and ordinances needed in the City's numerous day-to-day transactions</p> | <p>Code compliance, zoning, shared rights, land entitlements</p> | 2 |

1.3 External Clients. The following external clients include members of the general public (non-City users) who will access the BuildSA online portal. The online portal will provide some services that are available without logging into a user account, while other functions will only be available to users with an active BuildSA user account.

| Stakeholder Group | Division | Description | Approximate # of People |
|-------------------------|---|--|-------------------------|
| External Clients | BuildSA Customers – Have a BuildSA Account Created | Enter Permits, Inspections requests through Dynamic Portal which interfaces with Hansen. Can obtain activity information on Permits, Plan Reviews and Inspections which pulls data from Hansen. Can submit complaints through CRM which interfaces with ECCO | 75,000 clients |
| External Clients | General Public / Citizens | May visit website and obtain general information about Development Services. In addition, Development Services website has a number of reports used by the general public. | 1.512 Million citizens |

Attachment C – The City of San Antonio Data Security Policy
(attached as a separate document)

Attachment D - Price Schedule

1.1 Milestone Payments. Contractor represents the following to be accurate and to the best of Contractor's knowledge, and Contractor acknowledges the City's reliance on this estimate. Contractor shall ensure that staffing levels are appropriately maintained in order to submit all Deliverables on or near the Estimated Submission Dates shown below and, in any case, to submit all Deliverables with sufficient time for the City to adequately test, approve, and accept each Deliverable before the expiration of this Agreement. The Price Schedule below is all inclusive to deliver the services and functionality defined in the Statement of Work.

| Deliverable Description | Contract % | Estimated Submission Date | Retention Amount | Invoice Amount | Total Amount |
|---|------------|----------------------------|------------------|----------------|--------------|
| Deliverable 1 - Work Plan | 0.275% | Monday, February 11, 2019 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 2 - Project Kickoff Presentation | 0.275% | Monday, February 11, 2019 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 3 - Project Management Plan | 0.275% | Monday, March 11, 2019 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 4 - Risk Management Plan | 0.275% | Monday, March 11, 2019 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 5 - Communications Plan | 0.275% | Monday, March 11, 2019 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 6 - Status Reporting | 0.281% | Monday, June 28, 2021 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 7 - Business Requirements Document - Delivery 1 | 0.276% | Monday, July 29, 2019 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 7 - Business Requirements Document - Delivery 2 | 0.279% | Monday, September 21, 2020 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 7 - Business Requirements Document - Delivery 3 | 0.279% | Monday, December 14, 2020 | \$ 4,800.0 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 8 - Application Design Specification - Delivery 1 | 0.276% | Monday, July 29, 2019 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 8 - Application Design Specification - Delivery 2 | 0.279% | Monday, September 21, 2020 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 8 - Application Design Specification - Delivery 3 | 0.279% | Monday, December 14, 2020 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 9 - Interface Design Specification - Delivery 1 | 0.276% | Monday, July 29, 2019 | \$ 4,920.00 | \$ 44,280.00 | \$ 49,200.00 |
| Deliverable 9 - Interface Design Specification - Delivery 2 | 0.279% | Monday, September 21, 2020 | \$ 4,920.00 | \$ 44,280.00 | \$ 49,200.00 |
| Deliverable 9 - Interface Design Specification - Delivery 3 | 0.279% | Monday, December 14, 2020 | \$ 4,920.00 | \$ 44,280.00 | \$ 49,200.00 |

| | | | | | |
|--|--------|----------------------------|--------------|---------------|---------------|
| Deliverable 10 - Report Design Specification - Delivery 1 | 0.276% | Monday, July 29, 2019 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 10 - Report Design Specification - Delivery 2 | 0.279% | Monday, September 21, 2020 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 10 - Report Design Specification - Delivery 3 | 0.279% | Monday, December 14, 2020 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 13 - Environment Management Plan (inclusive of Original Deliverable 22) | 0.275% | Monday, April 08, 2019 | \$ 1,800.00 | \$ 16,200.00 | \$ 18,000.00 |
| Deliverable 14 - Test Management Plan | 0.275% | Monday, April 08, 2019 | \$ 1,800.00 | \$ 16,200.00 | \$ 18,000.00 |
| Deliverable 16 - Data Conversion Plan - Delivery 2 | 0.279% | Monday, September 21, 2020 | \$ 900.00 | \$ 8,100.00 | \$ 9,000.00 |
| Deliverable 16 - Data Conversion Plan - Delivery 3 | 0.279% | Monday, December 14, 2020 | \$ 900.00 | \$ 8,100.00 | \$ 9,000.00 |
| Deliverable 18 - Test Plan - Delivery 1 | 0.276% | Monday, July 29, 2019 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 18 - Test Plan - Delivery 2 (incl. Performance Test Rpt) | 0.279% | Monday, September 21, 2020 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 18 - Test Plan - Delivery 3 (incl. Performance Test Rpt) | 0.279% | Monday, December 14, 2020 | \$ 4,800.00 | \$ 43,200.00 | \$ 48,000.00 |
| Deliverable 19 - System Test Report - Delivery 2 | 0.279% | Monday, September 21, 2020 | \$ 900.00 | \$ 8,100.00 | \$ 9,000.00 |
| Deliverable 19 - System Test Report - Delivery 3 | 0.279% | Monday, December 14, 2020 | \$ 900.00 | \$ 8,100.00 | \$ 9,000.00 |
| Deliverable 20 - User Acceptance Report - Delivery 1 | 0.276% | Monday, July 29, 2019 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 20 - User Acceptance Report - Delivery 2 | 0.279% | Monday, September 21, 2020 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 20 - User Acceptance Report - Delivery 3 | 0.279% | Monday, December 14, 2020 | \$ 600.00 | \$ 5,400.00 | \$ 6,000.00 |
| Deliverable 21 - Deployment Plan | 0.278% | Monday, April 06, 2020 | \$ 1,800.00 | \$ 16,200.00 | \$ 18,000.00 |
| Deliverable 23 - Service Level Agreement | 0.279% | Monday, September 21, 2020 | \$ 1,800.00 | \$ 16,200.00 | \$ 18,000.00 |
| Sprint 0 | 0.275% | Monday, February 11, 2019 | \$ 70,576.98 | \$ 635,192.79 | \$ 705,769.76 |
| Sprint 1 | 0.275% | Monday, March 11, 2019 | \$ 70,576.98 | \$ 635,192.79 | \$ 705,769.76 |
| Sprint 2 | 0.275% | Monday, April 08, 2019 | \$ 70,576.98 | \$ 635,192.79 | \$ 705,769.76 |
| Sprint 3 | 0.276% | Monday, May 06, 2019 | \$ 1,956.77 | \$ 17,610.89 | \$ 19,567.66 |

| | | | | | |
|----------------------------------|--------|----------------------------|-------------------------|---------------|-------------------------|
| Sprint 4 | 0.276% | Monday, June 03, 2019 | \$ 1,956.77 | \$ 17,610.89 | \$ 19,567.66 |
| Sprint 5 | 0.276% | Monday, July 01, 2019 | \$ 1,956.77 | \$ 17,610.89 | \$ 19,567.66 |
| Sprint 6 | 0.276% | Monday, July 29, 2019 | \$ 47,095.79 | \$ 423,862.11 | \$ 470,957.89 |
| Sprint 7 | 0.276% | Monday, August 26, 2019 | \$ 45,139.02 | \$ 406,251.22 | \$ 451,390.24 |
| Sprint 8 | 0.277% | Monday, September 23, 2019 | \$ 45,139.02 | \$ 406,251.22 | \$ 451,390.24 |
| Sprint 9 | 0.277% | Monday, October 21, 2019 | \$ 45,139.02 | \$ 406,251.22 | \$ 451,390.24 |
| Sprint 10 | 0.277% | Monday, November 18, 2019 | \$ 45,139.02 | \$ 406,251.22 | \$ 451,390.24 |
| Sprint 11 | 0.277% | Monday, December 16, 2019 | \$ 45,139.02 | \$ 406,251.22 | \$ 451,390.24 |
| Sprint 12 | 0.277% | Monday, January 13, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 13 | 0.277% | Monday, February 10, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 14 | 0.278% | Monday, March 09, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 15 | 0.278% | Monday, April 06, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 16 | 0.278% | Monday, May 04, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 17 | 0.278% | Monday, June 01, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 18 | 0.278% | Monday, June 29, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 19 | 0.278% | Monday, July 27, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 20 | 0.279% | Monday, August 24, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 21 | 0.279% | Monday, September 21, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 22 | 0.279% | Monday, October 19, 2020 | \$ 68,620.21 | \$ 617,581.90 | \$ 686,202.11 |
| Sprint 23 | 0.279% | Monday, November 16, 2020 | \$ 45,139.02 | \$ 406,251.22 | \$ 451,390.24 |
| Sprint 24 | 0.279% | Monday, December 14, 2020 | \$ 45,139.02 | \$ 406,251.22 | \$ 451,390.24 |
| Backlog Sprint 1 | 0.280% | Monday, January 11, 2021 | \$ 53,419.70 | \$ 480,777.30 | \$ 534,197.00 |
| Backlog Sprint 2 | 0.280% | Monday, February 08, 2021 | \$ 53,419.70 | \$ 480,777.30 | \$ 534,197.00 |
| Backlog Sprint 3 | 0.280% | Monday, March 08, 2021 | \$ 53,419.70 | \$ 480,777.30 | \$ 534,197.00 |
| <i>Deliverable Subtotal</i> | | | | | \$ 885,600.00 |
| <i>Sprint Delivery Subtotal</i> | | | | | \$ 14,957,516.00 |
| Retention Amount Total | | | \$ 1,584,311.60 | | |
| Invoice Amount Total | | | \$ 14,258,804.40 | | |
| Total Including Retention | | | | | \$ 15,843,116.00 |

1.2 Hourly Labor Rates for Classifications and Grades of Personnel. Contractor shall charge the City the following rates, as applied and in accordance with the terms, conditions and mandatory requirements of this Agreement:

| Staff Position | Hourly Rate | Annual Rate |
|--------------------------------------|--------------------|--------------------|
| System Architect | \$170 | \$165 |
| Application Configuration Specialist | \$115 | \$110 |
| Business Analyst/Funct. Lead | \$170 | \$165 |
| Change Management (OCM) Lead | \$190 | \$185 |
| Comm./Network Specialist | \$165 | \$160 |
| Database Administrator | \$145 | \$140 |
| Database Designer | \$145 | \$140 |
| Help Desk Specialist | \$55 | \$50 |
| Hardware Specialist | \$55 | \$50 |
| Operations Lead/Manager | \$190 | \$185 |
| Project Director | \$190 | \$185 |
| Project Manager | \$185 | \$180 |
| Programmer | \$115 | \$110 |
| Quality Assurance Manager | \$115 | \$110 |
| Security Systems Engineer | \$185 | \$180 |
| Systems Administrator | \$125 | \$120 |
| Technical Support | \$55 | \$50 |
| Technical Writer | \$95 | \$90 |
| Test Lead/Manager | \$160 | \$155 |
| Tester | \$95 | \$90 |
| Training Lead/Manager | \$115 | \$110 |
| Training Specialist | \$95 | \$90 |
| Development Manager | \$145 | \$140 |
| Project Scheduler | \$95 | \$90 |
| Technical Lead | \$125 | \$120 |
| Business Analyst | \$115 | \$110 |
| Scripting Lead | \$115 | \$110 |
| Interface Lead | \$135 | \$130 |
| Interface Developer | \$125 | \$120 |
| Reports Lead | \$135 | \$130 |
| Reports Developer | \$125 | \$120 |
| BI/Analytics Lead | \$165 | \$160 |

(a) Applicable purchase, delivery, tax, services, safety, license, travel, per diem, Contractor's staff training, project facility, and any other expenses associated with the delivery

and implementation of this Agreement are included in the fixed hourly rates show in this Section 1.2.

(b) The Annual Rate shown in chart above reflects a discount from the Hourly Rate, and such Annual Rate shall be applied if the City requests the corresponding Staff Position employee to serve as a full-time employee of the Contractor on an annual basis.

(c) Staff Positions and corresponding Hourly and Annual Rates may be used by the City, at its sole discretion, to procure additional services, including, but not limited to, application Maintenance, Support, and Enhancements services.