

# **AGREEMENT FOR ELECTRONIC PLAN REVIEW SOFTWARE**

**BETWEEN  
THE CITY OF SAN ANTONIO**

**AND**

**PERMITROCKET SOFTWARE LLC**

This Agreement for Electronic Plan Review Software (this “**Agreement**”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation (the “**City**”), and PermitRocket Software LLC, a Florida Limited Liability Company (“**Contractor**”), 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**, the City desires to hire Contractor to provide a collaborative platform for electronic plan reviews; and

**WHEREAS**, Contractor represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner consistent with the 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 is necessary to make the system operate in accordance with the technical specifications contained in the Contract Documents Any reference to priority is contained within Section 3.5 of the Statement of Work (Attachment A).

“**City’s BuildSA Core Team**” means the team comprised of the City’s Product Owner(s), the City’s Project Manager(s), the City’s System Architect, the City’s Business Analytics Lead, the City’s Change Management Lead, and the City’s assigned Technical Lead(s).

“**City’s BuildSA Governance Board**” means the 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 Engagement Team"** means the team comprised of the City's Project Manager, the City's Product Owner, GCOM's Engagement Manager, and GCOM's Project Manager.

**"City's Project Manager"** means the person(s) designated by the City to perform the duties and responsibilities specified by and in accordance with Sections 6.3 of this Agreement.

**"City's Product Owner"** means the person(s) designated by the City to perform the duties and responsibilities specified by and in accordance with Section 6.4 of this Agreement.

**"Contract Documents"** has the meaning assigned to it in Section 3.0.

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

**"Cure"** has the meaning assigned to it in Section 8.5.

**"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.

**"Documents"** has the meaning assigned to it in Section 12.5.

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

**"GCOM"** means GCOM Software, LLC, a New York Limited Liability Company, the City's contractor for the BuildSA Release 2 project.

**"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.

**"Minimum Viable Product"** means the product contains the minimum number of core features required to effectively deploy the product and to satisfy customers.

“**Retention Period**” has the meaning assigned to it in Section 12.5.

“**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 or date specified in the award letter, whichever is later, and ends April 30, 2021 (the “**Term**”), unless terminated earlier in accordance with the provisions of this Agreement.

2.2 Renewal. At the City’s option, this Agreement may be renewed under the same terms and conditions for one additional one-year period. The renewal 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.

2.3 Temporary Short Term Extensions. The City shall have the right to extend this Agreement under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by the City’s Finance Department Director, and shall not require approval 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 Requirements Traceability Matrix (Attachment B), the City of San Antonio Data Security Policy (Attachment C), Software Subscription Service Agreement (Attachment D), the Price Schedule (Attachment E), and the Travel Reimbursement Forms (Attachment F) 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) Statement of Work (Attachment A);
- (c) Requirements Traceability Matrix (Attachment B);
- (a) The City of San Antonio Data Security Policy (Attachment C);
- (b) Software Subscription Service Agreement (Attachment D);
- (c) Price Schedule (Attachment E); and
- (d) Travel Reimbursement Forms (Attachment F).

### **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 Statement of Work and Requirements Traceability Matrix, attached hereto and incorporated herein for all purposes as Attachment A and Attachment B, respectively.

5.2 Timely Services. Contractor shall perform all services with due diligence and shall meet all dates set forth and identified as Sprints in the Statement of Work .Contractor shall meet with the City, as necessary, to discuss statuses 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 only partner with Accela Certified Partners as a subcontractors. At a minimum, Contractor will utilize the following experienced, responsible, and competent personnel in the respective positions for Contractor's performance under this Agreement:

- (a) John Schomp – Director;
- (b) Dane Quattacker – Technical Lead;
- (c) Deanna Hoops – Technical Consultant;
- (d) Lourdes Rodriguez – Quality Assurance Lead;
- (e) Maykel Martin – Customer Success/Oversight;
- (f) Larry Cooper – Project Manager; and
- (g) Seth Axthelm – Quality Assurance.

Contractor shall assign, to the project, such other personnel in sufficient numbers to ensure the project's timely completion. Upon written request, Contractor shall remove from the project any personnel who endanger persons or property or whose continued participation in the project is found to be inconsistent with the best interests of the City without affecting stated timelines, deliverables, or service levels. 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 Contractor's Personnel Positions. Any changes to key personnel assigned to the project, including the personnel in their respective positions listed in Section 5.3 above, must be approved by the City. Contractor shall provide a written request to the City not less than 10 calendar days prior to Contractor's proposed replacement date. If Contractor could not have reasonably known in advance of a necessary change in key personnel assigned to the project, 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 key personnel assigned to the project shall constitute a breach governed by Section 17.1 of this Agreement.

5.5 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 Management Team, Project Managers & Product Owners**

6.1 City's Engagement Management Team. The City's Engagement Management Team shall be the point of contact for Contractor to resolve any issues pertaining to work performed and warranty work. At the time this Agreement is entered into, the following team members are part of the City's Engagement Management Team (see Attachment A, Appendix C for the BuildSA Project Team Organizational Structure):

- (a) The City's Product Owner(s);
- (b) The City's Project Manager(s);
- (c) GCOM's Engagement Manager; and
- (d) GCOM's Project Manager.

6.2 Contractor's Project Manager. Contractor shall designate one or more Project Manager(s) who will work directly with the City's Project Manager(s), GCOM's Project Manager,

GCOM's Engagement Manager, and other project team members 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. Contractor's Project Manager(s) will also be the point of contact for the City and its contractor GCOM to resolve any issues pertaining to services performed pursuant to this Agreement. Throughout the Term of this Agreement and any extensions or renewals, if any, Contractor must have an active Project Manager. At the time this Agreement is entered into, **Larry Cooper** shall be the Contractor's Project Manager. Contractor's designation of a new or additional Project Manager is subject to the City's approval as detailed in Section 5.4 of this Agreement.

6.3 **City's Project Manager.** The City shall designate one or more Project Manager(s) who will direct the City's efforts. The City's Project Manager(s) shall be the point of contact for Contractor to resolve any contract issues pertaining to system Maintenance, Enhancements, and warranty work. The City's Project Manager(s) will authorize any requests for Maintenance, Enhancements, or warranty work. Any requests for Maintenance, Enhancements, and warranty work shall only be payable if made by the City's Project Manager(s), evidenced in writing and signed by the City's Project Manager(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 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.

6.4 **City's Product Owner.** The City shall also designate one or more Product Owner(s) who will be the person solely responsible for identifying the Minimum Viable Product. The City's Product Owner shall coordinate with the City's Project Manager 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 together with the City's Project Manager, evidenced in writing and signed by the City's Project Manager(s) and the City's Product Owner. 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 Product Owner. 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, Invoices, and Expenses**

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 E.

7.2 Invoices. Contractor shall submit invoices to the City's Project Manager(s), in accordance with Article 10 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 Items or services provided and the fixed price for those Items or 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 Article 10 of this Agreement.

7.3 Travel and Related Expenses. The City of San Antonio Administrative Directive 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances, and reimbursements; identifies travel expenses eligible for payment; and establishes proper accounting for all travel-related expenses for the City. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by the City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem. <http://www.gsa.gov/portal/category/100120>. Travel time may not be included as part of the amounts payable by Contractor for any services rendered under this Agreement. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by the City. The City has provided forms as examples to be used for reporting expenses for reimbursement in Attachment F. The City requires that receipts for expenses not covered by the per diem be attached to the reimbursement request forms for proper verification and processing. Contractor may use their own forms for reporting travel expenses that provide the same information requested in the forms found in Attachment F.

## **Article 8 - Inspection and Rejection**

8.1 All Items. In addition to access to 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. 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 shall obtain the necessary approvals and signatures from the City's BuildSA Core Team members assigned to review the 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, not including recurring Subscription costs, shall be held by the City to be paid upon Final Acceptance in accordance with Section 10.1 of this Agreement.

8.3 Approval and Acceptance. The City shall review, approve, and sign off on each Item received. Upon acceptance of each Item and receipt of Contractor's correct invoice, the City shall pay Contractor according to the terms and conditions of this Agreement.

8.4 Nonconformity or Non-functionality. In the event of any material nonconformity or

non-functionality of any Item, as determined solely by the City, the City shall provide written notice to Contractor within 14 business days of the date the Item is received by the City.

8.5 Opportunity to Cure. Contractor may cure any nonconformity or non-functionality of any Item completed, performed, or produced 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 Item (the "**Cure**") no later than the 15th business day following Contractor's receipt of the notice of nonconformity or non-functionality for such Item.
- (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 Item 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 Item.
- (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 Item remains unacceptable, the City will provide a third notice of any nonconformity or non-functionality to Contractor and the City, without waiving any rights the City may have under this Agreement or otherwise by law as a result of such default, may (i) accept the defective Item and require such Item be reduced in price by Contractor in an amount that is equitable under the circumstances; (ii) accept the defective Item and, by separate contract or otherwise, correct such Item and charge Contractor, or deduct from any amount due to Contractor, any additional costs incurred by the City to correct such Item; or (iii) reject the defective Item and, by separate contract or otherwise, replace the defective Item and charge Contractor, or deduct from any amount due to Contractor, any additional costs incurred by the City to replace such Item.

8.6 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.



8.7 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 latent defects or defects that may be discovered prior to payment 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 as well as the function as a fully integrated solution. 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 9.2 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 - Payment**

10.1 Final Acceptance. Upon the completion of the 90 day warranty period or the final resolution and acceptance of the last "Critical" and/or "High" defect as defined in Section 3.5 – Testing of Attachment A ("Statement of Work") 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 in accordance with the Price Schedule.

10.2 Invoicing. Contractor shall submit all original invoices directly to the Accounts

Payable section of the City's Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Contractor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name. Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Contractor to Accounts Payable using this e-mail address. Contractor may courtesy copy the ordering City department personnel on the e-mail. If Contractor is not able to submit invoices with the required file formatting above, Contractor may mail original invoices, on white paper only, to the following address:

City of San Antonio  
Finance Department/Accounts Payable  
111 Soledad, 4th Floor  
San Antonio, Texas 78205

**10.3 Payment.** 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.

**10.4 Payment Delay Caused by Dispute.** Section 10.3 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 below, 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 software or any other intellectual property infringe upon any United States or International patent, copyright, or trademark, Contractor shall immediately:

- (a) (i) obtain, at Contractor's sole expense, the necessary license(s) or rights that would allow the City to continue using the software or any other intellectual property as the case may be, or (ii) alter the software or any other intellectual property so that the alleged infringement is eliminated; and
- (b) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the software 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 – Document Ownership, Access, and Retention**

12.1 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 Sections in this Article 12.

12.2 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.

12.3 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.

12.4 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.

12.5 Records Retention. Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (“**Documents**”), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as the City may deem necessary

during the Term of this Agreement, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by the City and any of its authorized representatives. Contractor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years (“**Retention Period**”) from the date of expiration or termination of this Agreement. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Contractor shall retain the Documents until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that the City shall have access to any and all such Documents at any and all times, as deemed necessary by the City, during said Retention Period. The City may, at its election, require Contractor to return the Documents to the City at Contractor’s expense prior to or at the conclusion of the Retention Period. In such event, Contractor may retain a copy of the Documents.

12.6 Third Party Information Requests. Contractor shall notify the City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the Documents referenced in Section 12.5 above. Contractor understands and agrees that the City will process and handle all such requests.

### **Article 13 - Insurance**

13.1 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 Development Services Department, which shall be clearly labeled “Electronic Plan Review Software” 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 Development Services 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 the 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) 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:

<u>INSURANCE TYPE</u>	<u>AMOUNTS</u>
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Cyber Liability- designed to help an organization mitigate risk exposure by cyber-related security breach or similar event.	\$1,000,000 per claim

- (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 14 - Notices**

14.1 Addresses. Any 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  
Attn: Michael Shannon  
Development Services Director  
PO Box 839966  
San Antonio, TX 78203-3966

CONTRACTOR:  
PermitRocket Software LLC  
11767 S Dixie Hwy. #295Miami, FL  
33156

14.2 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 15 - Indemnification**

**15.1 City Indemnified. 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,**



**finances, 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. In addition, Contractor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

15.2 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 15.1 above.

15.3 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.

15.4 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.

## **Article 16 - Contractor's Representations and Warranties**

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

## **Article 17 - Termination**

17.1 The City's Right to Terminate. Termination by the City may be effected by the City's Finance Department Director, without further action by the San Antonio City Council. In addition, the following rules govern the City's right to terminate:

- (a) Termination-Breach. Should Contractor fail to fulfill in a timely and proper manner, as determined solely by the City's Development Services Department Director together with the City's Information Technology Services 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. If a cure period has already been given to Contractor in accordance with Article 8 of this Agreement, the City may not give the cure period specified by this Section 17.1(a). 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.

- (b) Termination-Notice. The City may terminate this Agreement, in whole or in part, without cause. To the extent termination occurs under this provision, the City will not be entitled to a refund or credit for any amounts already paid or made payable to Contractor by the City; however, the City shall no longer be responsible or obligated for, and Contractor shall not be entitled to, any and all pending or future payments to Contractor from and after the date of termination specified by the City. 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.
- (c) 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.

17.2 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.

## **Article 18 – Legal Construction**

18.1 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.

18.2 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.

18.3 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.

18.4 Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees, unless specified otherwise in this Agreement.

18.5 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.

18.6 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.

## **Article 19 – General Terms and Conditions**

19.1 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.

19.2 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.

19.3 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.

19.4 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. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title, or interest in this Agreement, the City may, at its option, cancel this Agreement and all rights, titles, and interest of Contractor shall thereupon cease and terminate, in accordance with Article 17 of this Agreement, notwithstanding any other remedy available to the City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to the City, which the City sustains as a result of such violation.

19.5 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. If the City does not choose to terminate this Agreement in the event a merger, acquisition, or sale of all or substantially all of Contractor's assets, written consent for assignment of this Agreement, as required by Section 19.4 above, shall not be necessary; provided, however, any such successor entity shall agree in writing to be bound by the terms of this Agreement.

19.6 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 Owners, 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
- (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.

19.7 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 provision in Section 19.6 above.

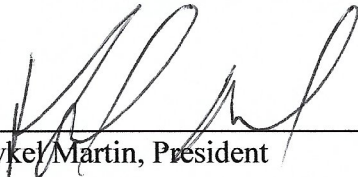
**[Remainder of Page Intentionally Left Blank - Signature Page Follows]**

**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**

**PERMITROCKET SOFTWARE LLC**

\_\_\_\_\_  
Craig Hopkins, CIO/ Director of Information  
Technology Services Department

\_\_\_\_\_  
  
Maykel Martin, President

Date: \_\_\_\_\_

Date: 5/28/19

\_\_\_\_\_  
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 – Statement of Work**  
**(attached as a separate document)**

## **Attachment B – Requirements Traceability Matrix**

**(attached as a separate document)**

## **Attachment C – The City of San Antonio Data Security Policy**

### **Security Considerations:**

The security methodology used by the vendor software application is an important technology consideration in selecting a solution that meets the requirements of this solicitation. The ITSD security standards use the National Institute of Standards and Technology (“**NIST**”) cyber security framework based on guidance in the NIST Special Publications (SP) 800 series to meet Federal, State and Industry regulatory requirements and industry best practices. NIST SP 800-53 Revision 4 Moderate Impact security and privacy controls and associated assessment procedures are used in the City’s safeguards of their information systems and organization. The Cyber security team is designed and organized to implement, within the five disciplines of the Cyber Security Framework (“**CSF**”) using the NIST security and privacy standards multi-tiered approach to risk management through control compliance and requires the use of Innovative technologies to coordinate and execute cyber security.

**Attachment D – Software Subscription Service Agreement**  
**(attached as a separate document)**

## Attachment E - Price Schedule

### One Time Costs

ePermitHub will provide this service to the City on a fixed fee with Deliverables-based payments. The estimated one-time project cost is \$229,810.50.

The City will be billed on the invoice schedule below. The Milestone value is full value for each Deliverable payment. The net due at each payment Milestone is the net of Milestone value minus the 10% retention holdback. The cumulative total of the retention holdback amounts will be paid at the time of the final payment which is at the conclusion of the 90-day warranty period or when all Critical and High defects are fixed, whichever occurs last. Notwithstanding anything else in this paragraph, the City will reimburse ePermitHub for travel and expenses in full as incurred according to Article 10 and **Attachment F** of this Agreement.

### Recurring Expenses

The ePermitHub Digital Plan Room software service is priced based on a usage model. For a detailed explanation of the ePermitHub usage-based pricing model and the pricing usage table, see the Software Subscription Service Agreement at **Attachment D** of this Agreement. The estimated recurring cost of this project is \$923,927.34.

### Milestone (One Time Costs)

One Time Costs				
Description	Qty	Cost	Retainage	Estimated Schedule Date
<b>Project Management</b>	<b>480</b>	<b>\$115,440.00</b>	<b>\$11,544.00</b>	
<b>(Each invoiced at conclusion of Sprint)</b>				
Sprint One				
Sprint Two				
Sprint Three				
Sprint Four				
Sprint Five				
Sprint Six	80	\$19,240.00	\$1,924.00	8/21/20
<b>Testing</b>	<b>105</b>	<b>\$25,252.50</b>	<b>\$2,525.25</b>	8/23/19
<b>Configuration</b>	<b>211</b>	<b>\$50,745.00</b>	<b>\$5,074.50</b>	
DPR Install	40	\$9,620.00	\$962.00	8/23/19
Analysis	100	\$24,050.00	\$2,405.00	8/21/20
Configuration	71	\$17,075.50	\$1,707.55	9/18/20

<b>Training-System Admin</b>	<b>27</b>	<b>\$6,493.50</b>	<b>\$649.35</b>	10/16/20
<b>Training-Train the Trainer</b>	<b>39</b>	<b>\$9,379.50</b>	<b>\$937.95</b>	10/16/20
<b>Total Deliverables</b>	<b>\$207,310.50</b>	<b>\$20,731.05</b>		
<b>Travel &amp; Expense Estimate**</b>	<b>\$22,500.00</b>	<b>N/A</b>		<b>As required</b>
<b>Total Estimated One Time</b>	<b>\$229,810.50</b>	<b>\$20,731.05</b>		

\*\*Project assumption is all implementation services will be conducted remotely, except for UAT, Training and Go-Live Support. Travel & Expenses for UAT, Training and Go-Live Support are estimated as follows:

<b>**Travel &amp; Expense Estimate</b>	
UAT Trip Units	2
Training Trip Units	5
Go-Live Support Trip Units	2
Per Trip Unit Estimate	\$2,500.00
UAT Trip Estimate	\$5,000.00
Training Trip Estimate	\$12,500.00
Go-Live Support Trip Estimate	\$5,000.00
<b>Total Travel &amp; Expense Est.</b>	<b>\$22,500.00</b>

**Attachment F - Travel Reimbursement Forms**  
**(attached as a separate document)**