AGREEMENT BIBLIOGRAPHY

Agreement With:	Civos, Inc.
Agreement Type:	To provide "Viva Civic" software; a module for online permitting for Planning, Building and Engineering Services
Date Approved:	06 22 2021
Start Date:	07 08 2021
End Date:	07 07 2026 (Option to extend (4) additional years thru 07 07 2030)
Contract Amount:	$100,000
Comments	File No. 55 Community and Economic Dev
Insurance Expiration:	05 03 2022

Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.

Steve Jones
Mayor

Kim Bernice Nguyen
Mayor Pro Tem - District 6

George S. Brietigam
Council Member - District 1

John R. O'Neill
Council Member - District 2

Diedre Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

July 9, 2021

Civos, Inc.
714 East Micheltorena St.
Santa Barbara, CA 93103

Attention: Massoud Abolhoda, President

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Civos, Inc., to provide "Viva Civic" software; a module for online permitting for Planning, Building and Engineering services.

The agreement was approved by the City Council at their meeting held on June 22, 2021.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
        Deputy City Clerk

Enclosure

c: Finance Department
      Finance Department/Purchasing
      Community and Economic Development

CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _22_ day of _June_, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Civos, Inc. (Civos)** herein after referred to as "CONTRACTOR".

<u>RECITALS</u>

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _June 22, 2021_.

2. CITY desires to utilize the services of CONTRACTOR to provide the City with **the installation, implementation, and full data conversion of the existing PermitCity software to a new upgraded building module called "Viva Civic" which will be including but not limited to, on-line permitting for Planning, Building, and Engineering services.**

3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

<u>AGREEMENT</u>

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. <u>**Term and Termination**</u> This Agreement shall cover services rendered from date of this Agreement for a **total performance period of five (5) years**, with an option to extend said agreement and additional four (4) years, unless otherwise terminated per Section 3.5. Option years shall be exercised one (1) year at a time, at the sole option of the CITY.

   This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the Scope of Work, which is attached as Exhibit "A", and is hereby incorporated by reference.

2. <u>**Services to be Provided**</u>. The services to be performed by CONTRACTOR shall consist the services as further specified in CONTRACTOR'S description of service attached hereto Exhibit "A" and incorporated herein by reference and all the requirements specified in the City's Request for Proposal attached hereto as Exhibit "D". CONTRACTOR agrees that its provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONTRACTOR'S profession.

1

3. **Compensation.** CONTRACTOR shall be compensated as follows:

   3.1   AMOUNT. Compensation under this Agreement shall be per Payment and Fee Schedule.

   3.2   Not to Exceed. Compensation under this Agreement shall not exceed (NTE) amount of **One Hundred Thousand Dollars ($100,000.00), one-time cost,** payable in accordance with the Fee Schedule in Exhibit "B".

   3.3   Payment. For work under this Agreement, payment shall be made per invoice upon milestone completion. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on subscription quote and payment schedule included.

   3.4   Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

   3.5   Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

   4.1   COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

   4.2   WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

   4.3   INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of $1,000,000.00 per occurrence **(claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of $1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(c) Professional liability in an amount not less than $1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

3

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.

10. **Conflict of Interest.** CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)
Civos, Inc.
Attention: Massoud Abolhoda
714 East Micheltorena Street
Santa Barbara, CA 93103

b. (Address of CITY)   (with a copy to):

Attention: Alana Cheng
City of Garden Grove   Garden Grove City Attorney
11222 Acacia Parkway   11222 Acacia Parkway
Garden Grove, CA 92840   Garden Grove, CA 92840

10. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONTRACTOR.

20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

\ \ \ \

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____7/8/21_____

ATTESTED:

_____
City Clerk

Date: _____7/8/21_____

"CITY"
CITY OF GARDEN GROVE

By:_____
City Manager

"CONTRACTOR"
Civos, Inc. (Civos)

By: _____SEE NEXT PG._____

Name:_____Signed in Counterpart_____

Title:_____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date:_____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

_____7-6-2021_____
Date

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____7/8/21_____

ATTESTED:

_____Teresa Pomeroy_____
City Clerk

Date: _____7/8/21_____

<div align="center">

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

</div>

<div align="center">

"CONTRACTOR"
Civos, Inc. (Civos)

</div>

By: _____ H ABOLHODA

Name: _____MASSOUD ABOLHODA_____

Title: _____President_____

Date: _____7/7/2021_____

Tax ID No. _____82 - 4592026_____

Contractor's License: _____

Expiration Date:_____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

_____SEE PREVIOUS PAGE_____
Garden Grove City Attorney

Signed in Counterpart
_____
Date

EXHIBIT "A"

Description of Services
Scope of Work

DESCRIPTION OF SERVICE

Scope of Work for Building and Citizen Access System

The scope of work to be performed by Civos Inc.:

Civos Inc. to provide following services in addition to hosting, support and maintenance outlined in the agreement.

- Install the Building module of Viva Civic and include Building and Engineering permits identified below.
- Customize the software in accordance with the City permitting and inspection workflows processes.
- Update and implement fees in the software solution according to the City fee schedule.
- Convert and import existing data from PermitCity software.
- Accept web applications for permit types, including all current on-line self-service permit application functionality.
- Issue permits and interface with City's cashiering system, including deposits, refunds, voids, and returned payments.
- Allow the public to pay invoices Check and Credit Card (for limited amounts) using the City's contracted payment processor, FIS.
- Allow public to self-schedule inspections using existing web method or similar
- For public self-scheduling, set a number of inspection slots available for each calendar day.
- The City requires real-time full read-only access to the City's data in the database and any file attachments, outside of the application (when applicable, AND in coordination with Viva Civic technical staff). The City is familiar with cloud technologies, including AWS and AWS GovCloud. The ability to update data through the database or web-API is also highly desired.
- Provide four (4), two (2) hour on-line training sessions for City Staff.
- Host the system on EC2 Amazon, provide all required security and back-up system.
- Integration with Green Halo System

Permit Type:

Building

- Commercial
- Residential
- ADU/ JADU
- Mechanical (RES/COM)
- Electrical (RES/COM)

- Plumbing (RES/COM)
- Address
- Cell Site
- Reroof
- Solar
- Fire Sprinklers/ Suppression
- Fire Alarm
- Community Events
- Special Events
- Sign

Engineering

- Grading Water meter
- Sewer lateral
- Backflow preventer
- Flood zone
- Right-of-Way (ROW)
- Transportation

Applications Types:

** (to be included in phase 2 only and the following is not a part of this agreement)

Note: The contractor will design the interfaces such that future expansion of this contract will include seamless implementation of Planning applications and will allow Planning applications to be associated with the Building and Engineering permits being implemented under this contract.

Planning

- Land Use Application
- Preliminary review application
- Preliminary use application
- Lot Line Adjustmenet
- Density Bonus Application
- SB35 Application
- Business Tax Application

EXHIBIT "B"

FEE SCHEDULE

Civos cost proposal for the City of Garden Grove Electronic Plan Review Technology and Services

One Time Cost:		
1	Viva Civic Building software (full system upgrade from Permitcity): **Includes:** 1-Building Module including Building Permits and Engineering Permits and Planning applications identified in Exhibit A 2-Citizen Access 3-Unlimited user 4- Four 2-hr online training included *** Important, please note the following limitation and additional cost a-Includes up to 10-terabyte storage for storing attachments, additional space will be provided at the cost. b- Cost of credit card processing to be paid by the city. c-This price does not include any applicable taxes, we do not expect any since we are providing services.	$75,500.00***
2	Customization, Implementation, installation and project management :	Included
3	Integration with 3rd party software identified in the RFP	$24,000.00
4	Data Conversion from Permitcity	Included
5	Additional on-line training	$500 per 2 hour
	TOTAL ONE-TIME COSTS For Full system upgrade	**$99,500.00**
Reoccurring cost:		
6	Annual support, hosting and maintenance 5% increase in year 2 and 10% increase yearly for years 3 to 7	$25,0000/year
7	Additional professional services and programming beyond the scope of this proposal	$200/hr.

Payment Terms:		
	• 20% at start of project initiation • 25% at completion of minimum viable product • 25% completion of Data Conversion • 30% at completion of project	

EXHIBIT "C"

PERFORMANCE OBLIGATIONS

EXHIBIT C

PERFORMANCE OBLIGATIONS

I. Maintenance Contract Provisions

    A.   Scheduled hardware and software maintenance will be coordinated with Client staff and occur off normal business hours. Maintenance windows will be kept to the minimum length necessary to complete work. Client accessibility may be impacted due to scheduled maintenance. The Client facing site will always present the Client with a maintenance message during maintenance.

    B.   Civos will provide:
        a. Support for server hardware
        b. Support for software all software necessary for the Civos system including the operating system and any third party software necessary for the permit system.

II. Hosting Contract Provisions

    A.   Pursuant to the terms herein, Civos agrees to provide Hosting Services for the Client's permitting system ("Hosting Services"). Civos will provide Hosting Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Contract. Hosting Services are defined as the storage of Client permit system on the Civos' hardware at either the Civos' site, or Client facilities as preferred by the Client. In the event of a decision to change site, Client will notify Civos and schedule a transition which allots Civos two weeks preparation. Downtime will be minimized to the extent possible.

    B.   With regard to Hosting Services, the Parties agree to the following:

      (a) Civos shall provide a web based application as described above.

      (b) Civos will host Client site on a device configured with all software necessary for standalone operation of the application. This will include an industry standard x86-based rack-mount server, operating system, Postgres database software, Apache web server software, and all application layer software. Civos will maintain all software such that the application will function as a black box for the purposes of the Client. Licensing of all software running on the device will be maintained by the Civos.

      (c) Civos will backup Client site at least once every 24 hours backup, with a weekly backup kept for 4 weeks and a monthly backup kept for 1 years or other similar schedule mutually agreed upon. Redundant site will be on hot standby in a geographically distinct location. Business resumption transition will occur to the hot standby within four hours during normal business day.

(d) Civos shall not be responsible for the Client's direct internet access or latency within the Client's SMTP email system. Logs of all email notifications sent by the application will be made available to Client staff. In the case of catastrophic failure of a network connection, business resumption hot standby site will be activated.

(e) Client agrees not to use any process, program or tool for gaining unauthorized access to the accounts of other Civos Clients or account holders or other Civos systems. Client agrees not to use Civos services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Civos hosting services at Civos' discretion.

(f) Any misuse of Civos resources that disrupts Civos's business is considered abuse and will not be tolerated. Examples of misuse include but are not limited to the display of pornography, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner ("Spam"). Such conduct will result in immediate termination of hosting services at Civos's discretion.

(g) Client agrees not to use Civos services in a manner in which system or network resources are denied to other Civos clients, Clients or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

III. Service Level Contract Provisions

      A. Civos shall provide, in exchange for payment of fees and compliance with the terms and conditions of this Contract, a Service Level Agreement as described below.

      B. Technical Support. A Civos technician will be available during "Normal Business Hours" (8 a.m. to 5 p.m. Pacific Time Monday through Friday, excluding Client holidays) to take Client calls, faxes, or e-mails. Client may contact the Civos using one of the following methods during normal business hours:
    1. Direct phone contact with the technician
    2. Civos' Voice Mail System
    3. E-mail

During times other than normal business hours, Civos personnel are available by phone to respond to Service Level 1 Errors pursuant to Schedule B-1. An emergency telephone number will be provided to designated Client personnel.

      C. Contact Tracking. Once contacted, the Civos' technician opens a "ticket" with the following information:

DESCRIPTION OF SERVICE

Scope of Work for Building and Citizen Access System

The scope of work to be performed by Civos Inc.:

Civos Inc. to provide following services in addition to hosting, support and maintenance outlined in the agreement.

- Install the Building module of Viva Civic and include Building and Engineering permits identified below.
- Customize the software in accordance with the City permitting and inspection workflows processes.
- Update and implement fees in the software solution according to the City fee schedule.
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- Accept web applications for permit types, including all current on-line self-service permit application functionality.
- Issue permits and interface with City's cashiering system, including deposits, refunds, voids, and returned payments.
- Allow the public to pay invoices Check and Credit Card (for limited amounts) using the City's contracted payment processor, FIS.
- Allow public to self-schedule inspections using existing web method or similar
- For public self-scheduling, set a number of inspection slots available for each calendar day.
- The City requires real-time full read-only access to the City's data in the database and any file attachments, outside of the application (when applicable, AND in coordination with Viva Civic technical staff). The City is familiar with cloud technologies, including AWS and AWS GovCloud. The ability to update data through the database or web-API is also highly desired.
- Provide four (4), two (2) hour on-line training sessions for City Staff.
- Host the system on EC2 Amazon, provide all required security and back-up system.
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- Commercial
- Residential
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- Electrical (RES/COM)

- Plumbing (RES/COM)
- Address
- Cell Site
- Reroof
- Solar
- Fire Sprinklers/ Suppression
- Fire Alarm
- Community Events
- Special Events
- Sign

Engineering

- Grading Water meter
- Sewer lateral
- Backflow preventer
- Flood zone
- Right-of-Way (ROW)
- Transportation

Applications Types:

Planning

- Land Use Application
- Preliminary review application
- Preliminary use application
- Lot Line Adjustmenet
- Density Bonus Application
- SB35 Application

EBIX

City of Garden Grove
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V00456	CIVOS, INC	Compliant					
		Ap , IX	Atain Specialty Insurance Company	CIP423742	5/3/2021	5/3/2022	General Liability
		Ag , XIII	Beazley Insurance Company, Inc.	V138D120901	3/31/2021	3/31/2022	Professional Liability

Risk Profile : Professional Services/Consulting

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers

AGREEMENT BIBLIOGRAPHY

Agreement With:	e-PlanSoft, Inc.
Agreement Type:	To provide electronic plan review services
Date Approved:	06 22 2021
Start Date:	07 01 2021
End Date:	06 30 2026
Contract Amount:	$100,000/year
Comments	File No. 55 Community and Economic Dev.
Insurance Expiration:	08 01 2021

Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.

Steve Jones
Mayor

Kim Bernice Nguyen
Mayor Pro Tem - District 6

George S. Brietigam
Council Member - District 1

John R. O'Neill
Council Member - District 2

Diedre Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

e-PlanSoft, Inc.
220 Technology Drived, Suite 110
Irvine, CA 92618

Attention: Michael Chegini, President

Enclosed is a copy of the Agreement by and between e-PlanSoft and the City of Garden Grove, to provide electronic plan review services.

The agreement was approved by the City Council at their meeting held on June 22, 2021.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
       Deputy City Clerk

Enclosure

c: Finance Department
      Finance Department/Purchasing
      Community and Economic Development

MASTER LICENSING AGREEMENT

e-Plan, Inc. ("Licensor") is a provider of electronic plan review software as a service ("EPR"). As used herein, "EPR" includes all of Licensor's software products, including without limitation e-PlanREVIEW® and *goPost*™ Public Portal.

This non-exclusive Master Licensing Agreement ("MLA"), entered into between Licensor and _City of Beaumont CA_ ("Licensee"), governs Licensee's use of the EPR.

Licensor and Licensee ("the Parties") may enter into one or more separate agreements, Sales Orders, or other arrangements whereby Licensor will provide Licensee with a subscription to the EPR. In all cases, however, as to the EPR, the terms of this MLA shall control and prevail over any conflicting terms or conditions.

1.0. Key Definitions

1.1. **"Service"** means, collectively, Licensor's EPR and SaaS (software as a service) products, maintenance updates, online documentation, and technical support materials. The Service is provided to Licensee on the basis of a non-exclusive license only, and subject to the subscription terms set forth in the applicable Sales Order. No perpetual license is granted to Licensee when using Service.

1.2. **"Sales Order"** means any form of agreement, including without limitation a written contract, proposal, estimate, quote, renewal notification, or purchase order, pursuant to which Licensor provides Licensee with a subscription to the Service. For Licensee to obtain a valid subscription, the corresponding Sales Order must set forth a defined number of unique Users and a defined period of time in which the subscription will be in effect.

1.3. **"User" or "Users"** means individuals who are authorized by Licensee to use the Service, and who have been supplied unique user identifications and passwords.

1.4. **"Licensee Data"** means all electronic data or information submitted to and stored in the Service by Users.

2.0. Non-Exclusive License and Licensor Intellectual Property Rights.

Licensee's access to and use of the Service shall be on the basis of a non-exclusive license only. All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Licensor) are owned exclusively by Licensor. Except as provided in this MLA, the rights granted to Licensee do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Licensee grants Licensor a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions,

1

enhancement request, recommendations, proposals, correction or other feedback or information provided by Licensee or any Users related to the operation or functionality of the Service. Any rights in the Service or Licensor's intellectual property not expressly granted herein by Licensor are reserved by Licensor. Licensee agrees not to display or use the Licensor trademarks, logos, and service marks in any manner without Licensor's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Licensee is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.

3.0.   **Access to the Service by Designated Users.** Licensee will purchase a subscription to the Service for a particular number of Users, to be specified in the applicable Sales Order. Licensee will specify and assign a unique User name for each authorized User. Each User login is for the designated User only, and cannot be shared or used by more than one User.

   3.1.   **Alterations to User Accounts.** If the Licensee chooses to deactivate a User account, create a new account for a new User, or re-activate an existing account, Licensee may do so as long as Licensee does not exceed the total number of authorized Users.

   3.2.   **Unauthorized Access.** Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify Licensor of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

   3.3.   **Audit of Authorized Users.** Licensee will maintain reasonable business practices and records necessary to ensure that the number of Users is in compliance with this MLA and any applicable Sales Orders, and Licensor at its sole discretion reserves the right to request Licensee records to verify such compliance. The Licensee will notify Licensor if any additional Users will be added to use the Service. Licensee must obtain additional Sales Order(s), or a signed written modification to existing Sales Order(s), in order to increase the total number of authorized Users. If Licensor determines that Licensee has more Users than authorized, the fees for additional Users become immediately due.

4.0.   **General Terms of Service.** Licensee and its Users may only use the Service to perform electronic plan review, as advertised and outlined on Licensor's website. Licensee is responsible for all activities conducted under its User logins and for its Users' compliance with this MLA. Licensee's use of the Service will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service. Licensee will not, and will not permit any third party within its control to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in Licensor's user guides; (b) access or use the Service to circumvent

or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; (f) intentionally publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Licensee will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Licensee will not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Licensee will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Licensee will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this MLA, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Service by any means other than through the interfaces that are provided by Licensor. Licensee will not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, User names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by Licensor. Licensee will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this MLA. Any action or breach by any of such User will be deemed an action or breach by Licensee.

5.0. Transmission, Maintenance, and Confidentiality of Data

5.1. Transmission of Data.
Licensee understands that the technical processing and transmission of Licensee's Electronic Communications (including any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service) is fundamentally necessary to use the Service. Licensee is responsible for securing DSL, cable or another highspeed Internet connection and up-to-date "browser" software to utilize the Service. Licensee expressly consents to Licensor's interception and storage of Electronic Communications

and/or Licensee Data, and Licensee acknowledges and understands that Licensee's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee's local network. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee's account. Licensor will act as though any Electronic Communications it receives under Licensee's passwords, user name, and/or account number will have been sent by Licensee.

5.2. Licensee Data

5.2.1. As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee's data.

5.2.2. Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.

5.2.3. Following expiration or termination of any Sales Order and/or this MLA, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor's "live" site following a forty (40) day period, after which Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data.

5.3. **HIPAA.** Licensee agrees that: (i) Licensor is not acting on Licensee's behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Service will not be used in any manner that would require Licensor or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected" health information" or "PHI" will have the meanings described in HIPAA.

6.0. Modifications and Discontinuation of Service

6.1. **To the Service.** Licensor may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Licensee of any material modifications. Licensor reserves the right to discontinue offering the Service at the conclusion of Licensee's then current subscription term for such Service. Licensor will not be liable to Licensee nor to any third party for any modification of the Service as described in this section.

6.2. **To Applicable Terms.** If Licensor makes a material change to any applicable terms of this MLA or a Sales Order, then Licensor will notify Licensee by either sending an email to the notification email address or posting a notice to the administrator in Licensee's account. If the change has a material adverse impact on Licensee and Licensee does not agree to the change, Licensee must so notify Licensor via mchegini@eplansoft.com within thirty (30) days after receiving notice of the change. If Licensee notifies Licensor as required, then Licensee will remain governed by the terms in effect immediately prior to the change until the end of the then current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Licensor's then current version of this MLA.

6.3. **Suspension for Ongoing Harm.** Licensor may with reasonably contemporaneous telephonic notice to Licensee suspend access to the Service if Licensor reasonably concludes that Licensee's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Licensee's Service is causing immediate, material and ongoing harm to Licensor or others. In the extraordinary event that Licensor suspends access to the Service, Licensor will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Licensee to resolve the issues causing the suspension of Service. Licensee agrees that Licensor will not be liable to Licensee nor to any third party for any suspension of the Service under such circumstances as described in this section.

7.0. Third-Party Applications.

"Third-Party Applications" include applications, integrations, services, or implementation, customization and other consulting services related thereto, that interoperate with the Service and are provided by a party other than Licensor. Licensor or Third-Party providers may offer Third-Party Applications through the Service or otherwise related to Licensee's use of the Service. Except as expressly set forth in the applicable Sales Order, Licensor does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a Third Party that is a member of a Licensor partner program or otherwise designated by Licensor as "Built For Licensor," "certified," "approved" or "recommended." Any procurement by Licensee of such Third-Party Applications or services is solely between Licensee and the applicable Third-Party provider. Licensee may not use Third-Party Applications to enter and/or submit transactions to be

processed and/or stored in the Service, unless Licensee has procured a subscription to the Service for such use and access. Licensor is not responsible for any aspect of Third-Party Applications that Licensee may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Licensee installs or enables Third-Party Applications for use with the Service, Licensee agrees that Licensor may enable such Third-Party providers to access Licensee Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Licensee and a Third-Party provider is solely between Licensee and such Third-Party provider pursuant to a separate privacy policy or other terms governing Licensee's access to or use of the Third-Party Applications. Licensor will not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third-Party Applications or Third-Party providers. No procurement of Third-Party Applications is required to use the Service. If Licensee was referred to Licensor by a member of one of Licensor's partner programs, Licensee hereby authorizes Licensor to provide such member or its successor entity with access to Licensor's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

8.0.   Indemnification for Claims Concerning Licensor and Licensee Intellectual Property.

8.1.   Infringement. Licensor will, at its own expense, defend Licensee from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets, and will indemnify Licensee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. However, Licensor will have no liability for, or duty to defend or indemnify Licensee against, Claims to the extent arising from (a) use of the Service in violation of this MLA or applicable law, (b) use of the Service after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Service not made by Licensor or made by Licensor based on Licensee specifications or requirements, (d) use of the Service in combination with any non-Licensor software, application or service, or (e) services offered by Licensee or revenue earned by Licensee for such services. If a Claim of infringement as set forth above is brought or threatened, Licensor may, at its sole option and expense, use commercially reasonable efforts to (a) procure a license that will protect Licensee against such Claim without cost to Licensee; (b) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this MLA and refund to the Licensee a pro-rata refund of the subscription fees paid for under any applicable Sales Orders for the terminated portion of the term. The rights and remedies granted Licensee under this Section 8.1 state Licensor's

entire liability, and Licensee's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

8.2. **Licensee's Indemnity.** To the fullest extent permitted by law, Licensee will, at its own expense, defend Licensor from and against any and all Claims (i) alleging that the Licensee Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Licensee's breach of this MLA, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.

8.3. **Indemnification Procedures and Survival.** In the event of a Claim within the purview of these indemnification provisions, the indemnitee shall control its own defense, and at the time of Claim resolution the indemnitor shall reimburse the indemnitee for those attorney fees and other defense costs reasonably incurred in that defense. To the extent that the indemnitee may incur fees and costs in the defense of claims other than a covered Claim, the indemnitor shall have no responsibility for such costs. The indemnification obligations contained in this section will survive for one year after termination or expiration of this MLA.

9.0. **U.S. Government Rights.** The Service is a "commercial item" as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this MLA; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this MLA. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this MLA. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this MLA.

10.0. **Termination for Cause, Expiration.** Either party may immediately terminate this MLA and all applicable SALES ORDERS in the event the other party commits a material breach of any provision of this MLA which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this MLA (or such other address that may be provided pursuant to this MLA. Upon termination or expiration of this MLA, Licensee will have no rights to continue use of the service. If this MLA is terminated by Licensee for any reason other than a termination expressly permitted by this MLA, the Licensor will be entitled to all of the fees due under any applicable Sales Orders for the entire term. If this MLA is terminated as a result of Licensor's breach of this MLA, then Licensee will be entitled to a refund of the pro rata portion of any subscription fees paid by Licensee to Licensor under any applicable Sales Orders for the terminated portion of the term. Licensee can terminate this agreement without a cause with ninety (90) day notice to licensor. The license fee will be prorated for the remaining term of contract.

11.0. **General Provisions on the Integrity of this MLA.** Except as otherwise provided herein, this MLA may only be amended or modified via a writing signed by both Parties. If any term or provision of this MLA is found to be invalid or unenforceable by a court of competent jurisdiction, such term or provision will be severed from the remainder of the MLA, which will otherwise remain in full force and effect. No waiver of any provision of this MLA will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this MLA will not constitute a waiver of any subsequent breach or right. This MLA will be governed by, and construed in accordance with, the substantive laws of the State of California without regard to conflict of law principles. The federal and state courts situated in Orange County, California will be the exclusive venue for the resolution of all disputes related to this MLA. The substantially prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this MLA in its entirety, and any related Sales Orders, without consent of the other party, to an affiliate (defined as any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this MLA, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this MLA and any related Sales Order/subscription upon written notice to the assigning party. In the event of such a termination, Licensor will refund to Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of

e-PlanSoft™

termination. Subject to the foregoing, this MLA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns; however, unless expressly stated otherwise, nothing herein is intended to benefit or create any rights in any third parties. As of the effective date of this MLA, this MLA sets forth the entire understanding between the Parties, subject only to subsequently agreed-to Sales Orders, and supersedes all prior agreements, representations, or promises, written or oral, with respect to the EPR.

This MLA is entered into, and effective as of *July 1, 2021* by and between e-PlanSoft, a California Corporation with its principal place of business at 220 Technology Drive, Suite 110 Irvine, CA 92618 ("Licensor") and, *City of Garden Grave* ("Licensee"), with its principal place of business located at *11222 Acacia Parkway, CA 92040*

The individual signing this MLA on behalf of Licensee represents and warrants that he / she is authorized to enter into such agreement on behalf of Licensee.

City of Garden Grave	
Licensee	e-PlanSoft
David Dent	*Michael Chegini*
Full name	Full name
Chief Building Official (CBO)	*President*
Title	Title
[signature]	*[signature] Michael Chegini*
Signature	Signature
7/1/21	*7/16/21*
Date	Date
[signature] 7/7/21	*Lisa Kim, Assistant City Manager*
Elena Chang - Admin officer	*City of Garden Grove*
	[signature]
	Signature 9 *7/22/2021*
	Date
	for Scott Stiles

termination. Subject to the foregoing, this MLA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns; however, unless expressly stated otherwise, nothing herein is intended to benefit or create any rights in any third parties. As of the effective date of this MLA, this MLA sets forth the entire understanding between the Parties, subject only to subsequently agreed-to Sales Orders, and supersedes all prior agreements, representations, or promises, written or oral, with respect to the EPR.

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The individual signing this MLA on behalf of Licensee represents and warrants that he / she is authorized to enter into such agreement on behalf of Licensee.

City of Garden Grave	**(see previous page)**
Licensee	e-PlanSoft
David Rent	
Full name	Full name
Chief Building Official (CBO)	
Title	Title
D. Rent	
Signature	Signature
7/1/21	
Date	Date

by j. ashong 7/7/21

Nona Chang - Admin officer

Schedule A: Service Level Agreement

Schedule B: Statement of Work

Schedule C: Sales Order Form

Schedule D: Insurance Clause

Schedule E: Vendor Set-Up Form

Schedule A: Service Level Agreement

SOFTWARE AS A SERVICE (SaaS)
SERVICE LEVEL AGREEMENT

e-PlanSoft™ ("The Company") agrees to provide 99.5% uptime with respect to the Client's Hosted Service during each calendar quarter for the term of service excluding regularly scheduled maintenance times for e-PlanREVIEW® (EPR) and goPost™ Public Portal.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends (Sunday 6pm-midnight) or off hours on weekdays (Monday-Friday, midnight-5am). The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates/Notice

This Service Level Agreement may be amended by The Company, in its discretion, but only after providing thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client's account.

This Service Level Agreement cannot be amended or modified without a written signature on paper by both parties agreeing to the change. Notices will be sent by Certified mail, Return Receipt Requested, postage prepaid and will be deemed received three (3) days after the date of deposit in the US mail.

Exclusion of Sandbox and Beta Accounts

Product sandbox, beta, pilot and debugger and other test environments are expressly excluded from this or any other service level commitment.

Support Hours

Client support is available Monday-Friday's from 6am -6pm Pacific, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day After, Christmas Day through New Year's Day.

Live-Production Incident Handling – Standard Support

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company's Client Support Department.

1. Online Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.

2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:

   a. Access to the e-PlanSoft online ticketing system.

   b. All support tickets and bug reports will be recorded in the ticketing system.

   c. The Company will only respond to incidents reported via the online ticketing system.

   d. Client will receive an e-mail with the assigned ticket number.

e. Priority and Severity will be determined by the problem based upon the definitions below.

3. Ticket Handling: Ticket Handling defines the priority assigned to a specific support request which therefore sets the order, timing, and level of effort in resolving a case

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - Critical	Issue occurring on production system preventing business operations. Users are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is an client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - High	Issue occurring on production system, impacting business but not preventing business operations. Users are impacted, but able to proceed with a reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 24 hours.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.
Level 3 - Medium	Issue causing a partial or non-critical loss of functionality or inconvenience on production system. Users are able to proceed with a reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 3 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - Low	Issue occurring on non-production system; also, a question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

E-PLANREVIEW & GOPOST STATEMENT OF WORK
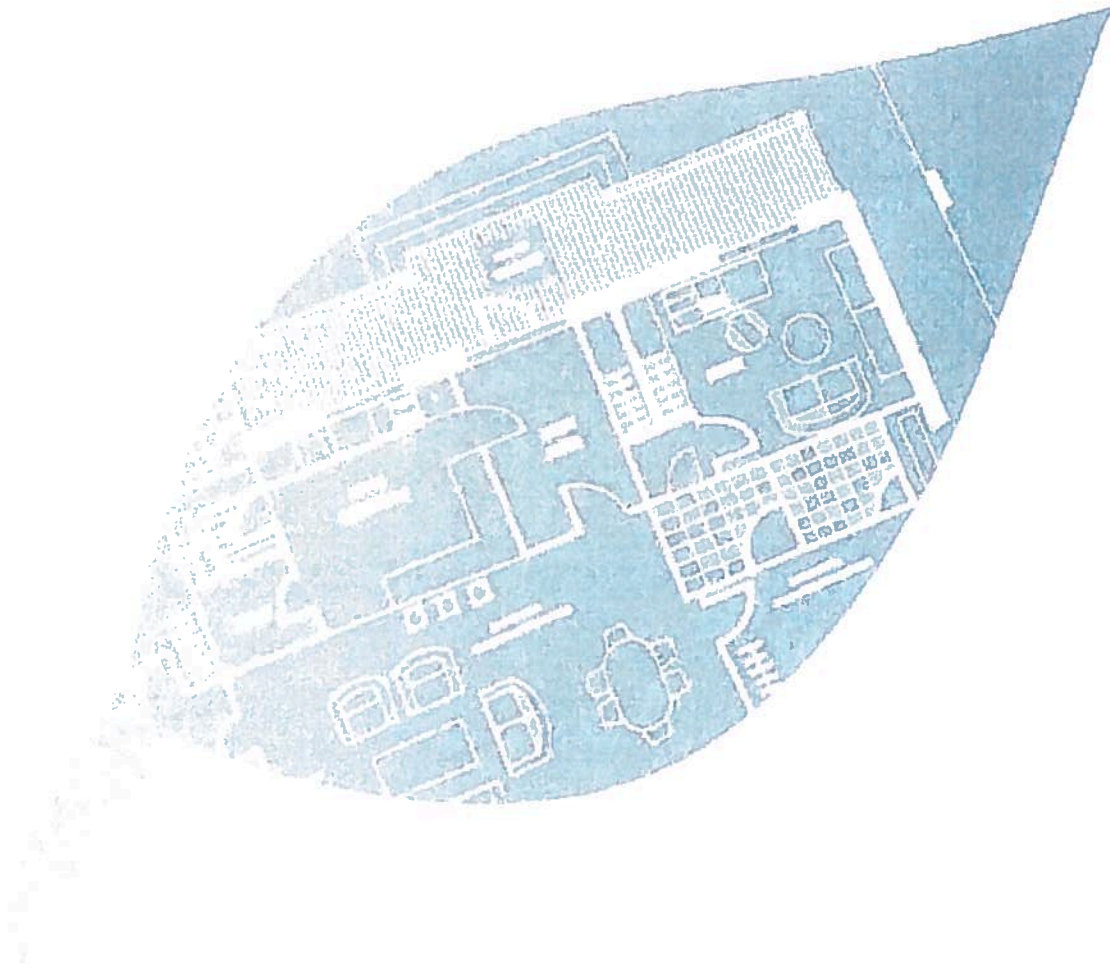
CITY OF GARDEN GROVE CA

Prepared For to:

City of Garden Grove
City Clerks Office
11222 Acacia Parkway, 2nd Floor
Garden Grove, CA. 92840
Attn: Alana Cheng

Presented by:
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Irvine, California 92618
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(t) 949.544.2543
(e) schegini@eplansoft.com

Contents

Section I: Product Overview

e-PlanREVIEW (EPR) is an industry-leading, cloud based collaborative platform for team-based design review and permitting. The platform is designed by industry experts for architectural, engineering, and construction (AEC) companies, as well as state, county, and municipal agencies tasked with code compliance and enforcement.

EPR improves results and lowers the cost of doing business in both the private and public sectors by replacing printing, shipping and storage expenses of paper plans with convenient online document uploads and concurrent, collaborative web-based electronic plan reviews.

This Scope of Work describes our cloud-hosted deployment of goPost and e-PlanREVIEW (EPR) for the City of Garden Grove, CA ("Client"). After completion of this project, EPR will provide the following functionality:

1. Create and manage permit data, plan review documents and plan review assignments in goPost and EPR.
    a. Incoming plan review documents are evaluated by our Scout PDF Inspector.
    b. Documents not approved by Scout will not be accepted for electronic plan review.
2. Route incoming plan review documents to the appropriate departments/users.
3. Conduct web-based, simultaneous plan reviews.
4. Complete each plan review assignment by choosing either 'acceptance' or 'resubmit' status.
5. Generate template Correction Reports.
6. Return 'reviewed plans', correction reports and any supporting document to the Applicant via goPost Public Portal.
7. Notify staff members when all plan review assignments have been completed.
8. Ability to download approved plans to your network for long-term retention.
9. Intake 'corrected plan sets' from the Applicant for back check.
    a. Associate existing markups and comments to the most recent document version.
    b. Reset existing assignments to a 'Not Started' status.
10. Apply electronic 'stamps' to the reviewed plans, as appropriate.
11. Utilize EPR for paper plan reviews.

The goPost Public Portal

The *goPost* Public Portal is a fully web-based application that requires no 3rd party software. Project applications submitted via goPost are passed electronically to *e-PlanREVIEW* for plan check. Reviewed plans are passed electronically from EPR back to goPost where they can be downloaded by the applicants.

goPost is designed to allow agencies to quickly configure the goPost *login page* with specific instructions which will assist applicants in the project submittal process. These instructions typically include web links to allow the applicant to download project checklists, document submittal requirements, etc.

A link to goPost placed on the Client's webpage will provide an easy transition for the applicants navigating to the permit application process, available 24/7. goPost will include a list of the types of plan review projects that the Client wishes to accept electronically.

goPost supports the following 'user roles':

- *Applicants*
- *Intake Staff*
- goPost *Administrators*

goPost for Applicants

Using goPost, your Constituents who wish to apply for electronic plan review may:

- Create their goPost user account (as an *'Applicant'*) and manage their own user profile (address, phone number, company affiliation, etc.) including multifactor authentication challenge questions for enhanced security.
- **Download** permit applications forms, project checklists, etc. to assist them in successfully completing the application process.
- **Complete** the goPost *Project application*, providing the scope of work, valuation, etc. and choosing the appropriate project type.
- View the EPR *electronic document submittal requirements* report.
  - These requirements typically include instructions on how to name the incoming plan sets.
- **Upload** their plans in PDF format and supporting documents (permit applications, checklists, etc.) in any format, for the '1st submittal'.
  - Receive feedback from embedded *Scout PDF* inspector that evaluates plan review documents uploaded by the Applicant.
  - Documents that do not meet submittal requirements cannot be uploaded to goPost until the noted issues are resolved. This relieves the Internal staff from having to evaluate incoming plans.
- **Submit** their project information and plan review documents and supporting attachments to Intake staff for a completeness check.
- Utilize the goPost project Dashboard to monitor the status of their projects.
- **Receive** email alerts from goPost as the project application is processed at each milestone.
- **Download** reviewed plans and correction reports returned from EPR.
- **View** the document plan review status (approved, resubmit.) when it has been made available in EPR.
  - Upload the next submittal via goPost, if requested.
- View the project status as it exists in EPR (open, closed, etc.)
- Create and manage unlimited project applications to the Client.
- Request support, as needed, which will generate an email to goPost Intake staff.
- Access the goPost *Wiki* page for online help, as desired.

goPost Client Intake Staff

Intake personnel at the Client will utilize *goPost* to evaluate the project information and incoming documents submitted by the Applicants, including evaluating whether incoming documents meet the Client's file naming requirements.

Client Intake staff will *'submit' GoPost* projects and documents to *EPR* for processing.

The goPost Intake Staff will:

- Create a goPost user account (as an Internal User) which is then 'activated' by the Client's goPost Administrator, including multifactor authentication challenge questions for enhanced security.
- Receive email alerts when new projects have been submitted by an 'Applicant'.
- Monitor the status of goPost projects via the Dashboard.
- Perform intake on a submitted goPost project to validate the information and submitted documents meet expectations, in much the same way as the 'counter reviews' are conducted in person.
- To complete the intake review, the Intake staff may:
  - Modify the project information submitted by the Applicant to:
  - Deny the project outright.
  - Accept the project for electronic plan review.
  - Place the project on hold until payment is received.
- Accept the project hold once fees are paid.
  - Place the project on hold for other issues (incorrect valuation, scope of work notes, etc.)
- Accept the project once the required information has been corrected by the Applicant.
  - Place the project on hold for 'file related' issues (missing files, etc.).
- Accept the project once the file issues have been corrected by the Applicant.
  - Communicate with the Applicant via emails sent from goPost.
- Receive support requests from goPost Applicants.
- Receive technical support from the e-PlanSoft support team via the e-PlanSoft ticketing system, available from within goPost.
- Access the goPost *Wiki* page for online help, as desired.

In addition to performing intake tasks for projects and documents submitted by Applicants, the Intake staff may also create project applications *on behalf of Applicants*, if necessary. The designated Applicant can then be instructed to upload their documents and can 'take ownership' of the project record. This functionality is helpful for Applicants who may be challenged technically.

goPost Administrator

The goPost Administrator(s) will have permissions to access the goPost Settings panel to:

- Brand the goPost landing/login page with the welcome text and applicant instructions, etc.
- Create and manage Applicant and Intake User accounts.
- Create and manage standard goPost Portal configurations.
- Modify the goPost panel instructions, if desired.
- Complete the goPost SMTP settings/credentials page.
- Create and manage goPost alert messages, as desired.

Additionally, the Administrator(s) may perform the same tasks as the Intake staff, including have full access to the projects submitted by the Applicants.

Standalone Deployment Future Integration

The Client has requested a stand-alone deployment of EPR without integration to *a 3rd party permitting system*. EPR has an extensive application programming interface (**API**) library that can support bi-directional integration to many web-based permit and land management systems.

Upon deployment of the City's chosen permitting system e-PlanSoft is committed to working with City IT staff and/or Third-party consultants to complete an integration provided that the chosen permitting system have standard REST-based or SOAP-based API.

Section II: Project Execution Methodology and Plan

Project Summary

This Statement of Work (SOW) sets forth the scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by e-PlanSoft™ ("e-Plan") to The City of Garden Grove CA ("**Client**"), for a cloud hosted rapid deployment of e-PlanREVIEW (**EPR**).

At the core of that plan is a detailed *Project Schedule Timeline* that includes the activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies. The *Project Schedule Timeline* will be provided to the Client following the project kickoff meeting.

We have provided this *preliminary* statement of work based on current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to ensure activities are clearly defined, to review timeframes, and to ensure each activity reflects an appropriate level of detail. Each activity will be owned by person(s) who are responsible for ensuring it is completed successfully. The project plan will be updated regularly throughout the course of the project and communicated to all participants and stakeholders via email.

It is important to identify the project's critical path after the detailed project plan has been developed and prior to the start of the project. The project's critical path is the longest sequential set of activities that must occur in order, based on identified dependencies. The combined end-to-end duration of activities represents required project duration and the project's critical path. This does not account for activities that may occur in parallel, but do not contribute to the project's critical path.

The project team will schedule weekly conference calls. An updated schedule and an updated progress report that includes the following will be provided:

- Activities completed within the current reporting period.
- Activities planned for the next reporting period.
- Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
- Issues or problems requiring resolution.
- The status of any changes that affect scope

Project Timeline

At the core of that plan is a detailed **Project Timeline** that includes implementation milestones and activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies.

We will provide a Project Timeline using Smartsheets based on the current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to review timeframes, to ensure activities are clearly defined and ensure each activity reflects an appropriate level of detail. Each activity will be assigned to a person/group who are responsible for ensuring it is completed successfully.

It is important to identify the project's critical path after the detailed project plan has been developed and prior to the start of the project. The project's critical path is the longest sequential set of activities that must be completed in a specific order, based on identified dependencies. The combined end-to-end duration of all activities represents the project duration and the project's critical path. This does not account for activities that may occur in parallel, but do not contribute to the project's critical path.

e-PlanSoft's Project Manager will meet in person and/or remotely with the Project Team members on a weekly basis.

In each meeting an updated project schedule and a progress report that includes the following will be provided:

- ✓ Activities completed within the prior reporting period.
- ✓ Activities planned for the next reporting period.
- ✓ Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
- ✓ Issues or problems requiring resolution.
- ✓ The status of any changes that affect scope, cost, or schedule. Any work affecting cost will be done only with written consent from the Client.

The proposed implementation schedule begins once the Client has executed the Contract Acceptance. The project will begin shortly after contract signing on a mutually agreed upon date and time via a remote (Zoom) kickoff with both teams.

Assumptions and Constraints

Project risk is defined as those conditions that will adversely impact the schedule and cost baseline on the Project Schedule. The conditions include organizational functional and resource dependencies. The inter- and intra- dependencies of greatest impact are described below:

- ✓ Weekly conference calls will be held for the duration of the project, through go-live and recommended for one (1) month following launch.
- ✓ The Client shall provide the required documentation necessary to successfully complete the project.
- ✓ The Client commits the necessary staff and dedicated resources be available for the agreed upon project schedule timeline.
- ✓ Delays to the project caused by staff unavailability will negatively impact the project's success.

User Workstations

EPR is supported on the Chrome and chromium-based Microsoft Edge (as of the January 2020 release) web browsers. EPR Reviewers should have at minimum, two 27+ inch monitors running in high definition (1920x1080p). A graphics card capable of supporting two monitors is recommended.

All users should also have access to a PDF viewer, such as Adobe Reader DC, on their local machine. For counter/intake staff, access to a PDF editor such as Adobe Acrobat Pro is recommended.

Additional information regarding user workstation requirements is available here

e-PlanSoft Project Team

The following e-Plan personnel will be assigned to ensure the successful completion of this project for the Client:

Team Members	Role	Responsibilities
Debra Schmitt	Senior Director of Professional Services	Responsible for overseeing the Project Timeline. Responsible for e-Plan project management activities and creating project management deliverables. Primary point of contact with the Client's Project Manager and responsible for providing status and issue reports to the Client.
Amber Anderson	Implementation Manager	Assists with product configuration of EPR, conducts user training sessions and oversees our customer support team.
Jorge Raya-Navarro	Technical Support Manager	Provides expertise on the solution architecture, business analysis and facilitates communication between client support requests and the product engineers.
Sean Hooper	Director Client Experience	Ensures the end result of the project implementation meets Client expectations per this SOW.

The Clients Core Project Team

Dedicated involvement of the following Client personnel will ensure the successful completion of this project for the Client. Some overlap in staff responsibilities in the below chart is understood.

The core team should be comprised of *subject matter experts* (SME's):

Role	Responsibilities
Project Managers	Individual(s) with extensive knowledge of the Client's permit intake and assignment distribution requirements.
Project Coordinators	Individuals who perform permit intake, counter reviews and may be responsible for distributing plan review assignments. Individuals who prepare deliverable packages with the reviewed plans and correction report(s) for return to the applicant.
Department/ Group Manager(s)	Individuals who manage plan review staff and may be responsible for distributing plan review assignments for their staff and may be responsible for generating deliverable packages with the review plans and correction report(s) for return to the applicant.
Plan Reviewers	Individuals who conduct plan review and may be responsible for generating the correction report for return to the applicant.

Section III: Project Launch and Milestones

Client Acceptance Criteria:

Upon the provision of Milestone completion signoffs, the Client is responsible for either accepting the milestone as complete or providing grounds for non-acceptance within 10 days of delivery. Non-correspondence will result in the default acceptance of the milestone or could result in change orders due to additional project time required which is out of scope for this project.

The milestone solution implementation has become a common practice in the industry to address critical business needs quickly and mitigate the risks associated with what has been termed "big bang" approaches that attempt to do too much too soon.

The milestones included in the schedule of work, and outlined in more detail below are:

1. **Contract Acceptance**
2. **Discovery**
3. **Configuration**
4. **User Training**
5. **User Acceptance Testing**
6. **Go Live**

1. Contract Acceptance Milestone

Contract execution for the standalone cloud deployment of e-PlanREVIEW initiates the payment of subscription fees and any joint announcements.

Open Forum Project Kickoff Presentation

Our project kickoff presentation is a formal meeting that includes Client stakeholders, executives, staff, and the e-Plan team. During this presentation, we will review the high-level project plan, discuss the short and long-term goals, and generally describe the functionality of EPR.

This open forum provides a great opportunity to 'rally' the staff and set expectations for the what the finished implementation will deliver.

Change can be hard and without the backing and support of upper management, expectations for ongoing success may be negatively impacted.

In the Project Launch meeting, the e-Plan project manager and core Client personnel shall meet onsite to discuss the following. This meeting typically takes 3-4 hours.

1. Identify your agency's Project Manager who has deep expertise in the Client's internal processes regarding permitting and plan review. This individual will be responsible for ensuring all deliverables are provided to the e-Plan Team on schedule, coordinating time with the Client subject matter experts as well as coordinating user training and product rollout/go live. The desired go/live date will be confirmed in the kickoff meeting.
2. During the meeting, e-Plan will require an in-depth review of the Client's current *standard operating procedures* (SOP) regarding how plan review projects are created in the back office permitting system. Obtaining an updated copy of these SOPs is recommended.
3. Discussion to determine how and where electronic documents will be archived for long term retention.
4. Discuss and confirm the project timeline schedule for each milestone and all deliverables.
5. Confirm the schedule for weekly meetings.
6. Discuss the Discovery Deliverables (see below) that the Client will need to gather.

Following the meeting, the e-Plan PM will share the project schedule via the Internet with the appropriate project team members. This schedule will be relied on to confirm each milestone event, critical dependencies and to document progress, decisions, and the plan of action.

A secure ShareFile site will be deployed via which the team can exchange documents.

2. Discovery Milestone

Following the project kick off presentation, the Discovery milestone is dedicated to collecting information needed for configuring the products to conduct the training and rollout of EPR.

It has several steps and components:

The Client shall gather the following deliverables, listed below, in the format desired by e-PlanSoft. This information will be used to configure EPR in preparation of user acceptance testing.

- A list of Client departments (agencies), application types, and project types. Utilize SmartSheet.
- An updated staff organizational chart for the departments/agencies involved in the project.
- Usernames, user roles, department/agency affiliation, user email and phone number. Utilize SmartSheet.
- A sample representative document(s) for the Correction Report letter in Word format.
  - o Agency logo in high quality, PNG format
- A representative sample of electronic stamps (saved in .PNG format) for use by the EPR plan reviewers.
  - o PNG images with transparent backgrounds are recommended.
- Standard Comments/Checklists formatted to be uploaded into the EPR Standard Comment Library, utilizing SmartSheet.
- A matrix that contains:
  - o A list of EPR users who are expected to have project access to new projects, based on Project Type, so that these lists can be configured for automatic membership to projects. (Project membership regulates some abilities within EPR.)
  - o A list of most typical assignment workflow distributions based on Project Type, for configuration in EPR to prompt suggested default assignments during document intake by Client staff. (Suggestions may be overwritten as needed by staff during first submittal intake.)
  - o File-naming requirements for incoming documents, based on project type (if desired).
- A Client email account that EPR will use to send automated emails to Client staff (email notification alerts). Requires opening firewall port 25.

Any information not readily available during the discovery shall be prepared and supplied to the e-Plan team during the beginning of the configuration milestone.

3. Configuration Milestone

Utilizing some of the deliverables g̲a̲ ̲ l in the Discovery milestone, the following tasks will then be performed by e-Plan:

- Creation of User accounts for the Client's core team (SME's). These individuals will conduct user acceptance testing (UAT).
- Configure groups (departments/agencies).
- Configure application and project type lists.
- Configure one Correction Report template. (Other templates will be created during UAT.)
- Configure one Assignment Distribution workflow. (Other workflows will be created during UAT.)
- Configure one Project Team Membership. (Other team membership configurations will be created during UAT.)
- Upload the Client's representative standard comments into the EPR Comment Library.

4. User Training Milestone

e-PlanSoft will provide comprehensive training for EPR users per the schedule below, all sessions will occur virtually. Onsite training is optional.

Training (Train the Trainer) is offered as follows:

Course Description	Intended Audience	Session(s)	Duration
EPR training for Administrators: User accounts, permissions, configuration.	EPR Administrators (recommended max 3-5 persons)	1	**3 hours**
EPR training for Intake and Deliverables: Creating and managing Projects, Teams and assignments. Scout inspection and OCR. Preparing Correction reports and project deliverables. Document versioning.	Permit Intake staff, Group managers, Permit QA Supervisors (max 12 people per session, though smaller groups recommended)	1	**3 hours**
EPR training for Reviewers: Performing electronic plan review. Plan review using *paper-based* plans. Completing assignments. Preparing Correction reports and project deliverables.	Reviewers, Group managers, Permit QA Supervisors. (max 15 people per session, though smaller groups recommended)	1	**3 hours**

Training Materials

EPR online documentation, training videos, and help can be accessed from within the products by clicking the help icon.

Training Environment

To facilitate the best possible experience, user training should be held in a classroom environment that provides:

1. Workstations/laptop for your staff running the latest version of the Chrome browser.
    a. 27-inch monitor or larger.
2. A large screen TV/projector.
3. Access to a speaker phone or other setup for recording training audio.

A maximum class size of 15 users is recommended to complete the training in the time allotted.

5. User Acceptance Testing

User Acceptance Testing for Administrators (Initial Configuration)

Following the initial configuration above, the project team will schedule Administrator training to continue EPR configuration for the following items. (These tasks are considered part of UAT for the administrators.)

Once these tasks are complete, general UAT can be performed to test the overall configuration.

- Configure the EPR color scheme 'branding' and login page landing image.
- Upload Electronic stamps (.PNG format) and assign them to the appropriate Reviewers.
- Creation of remaining EPR user accounts.
- Look up list configuration.
- Confirm/configure the EPR permission settings.
- Enter the Client email account that EPR will use to send automated emails to Client staff. For example: *DoNotReply@Clientdomain.org*
- Provide the URL for the EPR *Electronic Plan Review Submittal Requirements* document for dissemination to the Client's constituents on the Client's webpage (Client responsibility.)
- Configure one or two additional Correction Report templates, as needed.
- Batch upload(s) additional standard comments into the EPR Comment Library, as needed.
- Configure assignment distribution workflows for each project type to assign plans to the appropriate divisions/departments.
- Configure project team membership templates for each project type.
- Create sample projects and upload sample plans for training of Client staff. Plans shall meet the electronic submittal requirement
- Validate that initial configured workflow roundtrip (submittal, intake, review, and deliverable) process works as expected.

User Acceptance Testing – Core Project SME's

Testing EPR for UAT includes the following:

- Validating submittal and intake process meet needs for all project types.
- Processing incoming documents from intake to distribute plans to the appropriate staff.
- Confirming *optical character recognition (OCR)* of the sheet numbers on the incoming plans.
- Performing plan review including adding comments, markups, stamps, measurements.
- Completing an assignment task.
- Generating a Correction Report.
- Preparing a deliverable package for return to the Applicant.
- Accepting and routing the next submittal to the plan reviewers.
- Stamping the final approved set of plans and downloading them to the Client's EDMS/document storage location.

6. Go-Live Client Sign-Off

This completes the implementation of the project. All milestone deliverables are complete.

Soft Launch for Targeted Clients

We recommend a *soft launch* approach as the Client rolls out to a targeted number of your constituents. Choose customers who express an interest in going paperless. This will provide time for everyone to settle in and get comfortable with the process changes, after which the Client can expand the offering on more clients in a managed schedule.

We will provide the Electronic Document Submittal Recommendations and communicate best practices for success.

A member of the e-PlanSoft Implementation team will be available for on-site go live support including answering user product questions, assisting with customer questions, triaging any product issues (should they arise) and work with additional e-Plan staff to find a resolution if one is required.

Following the soft launch period, the project team should meet to evaluate *Lessons Learned*, implement any necessary changes in procedure and confirm their effectiveness prior to formal go-live.

Go-Live Communication

When announcing a formal Go-Live date to launch electronic plan review services, we recommend the following:

- Update Client website.
- Conduct Workshop events for training customer on preparing the plan review documents to meet submittal recommendations.
- Publish testimonials from the customers who participated in the soft launch.
- Work with our Marketing Department for any announcements.

Project Change Management

The purpose of Project Change Management is to define the process that will be utilized by the project to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project scope and critically examined within the context of project scope, cost, and schedule management.

The purpose of Project Change Management is not to eliminate change, but rather to define a process allowing the proposed changes to be properly identified, evaluated, and escalated as necessary. The Change Order Process is defined anything that changes the Statement of Work, duration of the project or contract values. The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either e-PlanSoft or the Client that further clarify impact or deviate from the approved SOW or MSA. The e-PlanSoft Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

- All requests must be submitted in writing to the e-PlanSoft Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mails will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with the investigation. If the investigation is rejected, then the Change Order request is considered rejected and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The Client is responsible for completing any additional paperwork required as a result of this change (i.e. internal contract change documents).
- In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.
- Based on the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, the Change Order request is considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved Change Order will become part of the overall agreement and an amendment to the SOW. The amended SOW will become the new baseline document upon which any new changes will be based.
- Hourly rates defined in your Purchase Order/Sales Order will apply.

e-PlanSoft

Sample Change Order Form

Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)
Urgency Level: ☐ High ☐ Medium ☐ Low

Project Name and Control NUMBER:
Requestor:
Organization:
Date of Request:

Description of Change

Impact of Change(s):
Impact on Resources:
Impact on Schedule:
Impact on Requirements:

Impact on
Cost:

Assumptions / Risks

Alternatives to Proposed Change(s) (if any)

SUMMARY of Total Impact of Change

Resources:

Schedule:

Requirements:

Cost:

Sub-Contractor Approval

_____   Date _____

Client Approval

_____   Date _____

Section IV: Sales Quote

EPLANSOFT REVIEW SUBSCRIPTION QUOTE

QUANTITY	UNIT(S)	DESCRIPTION	COST		EXTENDED COST	
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	60,000.00	$	60,000.00
1	License	e-PlanSoft - goPost Portal	$	10,000.00	$	10,000.00
			Subscription Fee Sub-total		$	70,000.00
IMPLEMENTATION, TRAINING						
40	Hours	Project Management	$	200.00	$	8,000.00
40	Hours	EPR Deployment, Set Up and Configuration	$	200.00	$	8,000.00
1	Day(s)	User Training (On-Site Optional)	$	1,600.00	$	1,600.00
1	Day(s)	Virtual Project Kick Off and Workshop (On-Site Optional)	$	1,600.00	$	1,600.00
			Implementation Sub-total		$	19,200.00
			Subscription and Implementation Fee Total - Year 1		$	89,200.00
Year 2 fee						
1	License	e-PlanREVIEW - UnlimRed Subscriptions	$	63,000.00	$	63,000.00
1	License	e-PlanSoft - goPost Portal	$	10,500.00	$	10,500.00
			Subscription Fee Total - Year 2		$	73,500.00
Year 3 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	66,150.00	$	66,150.00
1	License	e-PlanSoft - goPost Portal	$	11,025.00	$	11,025.00
			Subscription Fee Total - Year 3		$	77,175.00
Year 4 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	69,457.50	$	69,457.50
1	License	e-PlanSoft - goPost Portal	$	11,576.25	$	11,576.25
			Subscription Fee Total - Year 4		$	81,033.75
Year 5 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	72,930.38	$	72,930.38
1	License	e-PlanSoft - goPost Portal	$	12,155.06	$	12,155.06
			Subscription Fee Total - Year 5		$	85,085.44
			Total 5 Year Investment		$	405,994.19

This Quote is governed by the e-PlanSoft Master Services Agreement.
*Subscription License fees are charged annually and include cloud hosting, feature releases, product updates, user documentation, telephone, email, and online support.
*Subscription License Fees are subject to an annual adjustment of 5%.
*Subscription fees are due at time of signing.
*Travel expenses & Per Diem billed at Cost.
***This Quote is valid for 60 days.

Section V: Payment Schedule

Payment Schedule

Contract Signed - Year 1		
e-PlanREVIEW - Subscription fee		$60,000.00
goPost Public Portal Subscription		$10,000.00
Total License Fee (Due at Signing)		$70,000.00
Professional Services		
Contract Acceptance (Due at Signing)	20%	$3,840.00
Discovery Milestone	15%	$2,880.00
EPR Configuration Milestone	15%	$2,880.00
Training Milestone	15%	$2,880.00
UAT Milestone User	15%	$2,880.00
Go Live - Client Signoff	20%	$3,840.00
Total Professional Services		$19,200.00
Total Year 1 Project Fee		$89,200.00

*e-PlanREVIEW & GoPost subscriptions Due on date of contract execution.

*Professional services invoiced upon milestone completion.

*Yearly Subscription Fees due on anniversary of contract signing.

e-PlanSoft™

Schedule C: Sales Order Form

This Order Form incorporates and is subject to the terms and conditions of the Master Licensing Agreement.
Service details are set forth in Exhibit A, Scope of Service.

Primary Customer Contact:

Bill To:
Name: Garden Grove
Address: 11222 Acacia Parkway
Garden Grove, CA 92840

Contact: Alana R. Cheng
Email: alanac@ggcity.org
Phone: 714-741-5998

Subscription Software as a Service:
ePlan REVIEW – Unlimited Users

Services: 80 hours

Order Form Effective Date: Date of Signature _____2021

Term: The term is five years following the Order Form Effective Date. Thereafter, the term of this Order Form automatically renews for successive one year periods, each commencing with an anniversary of the Order Form Effective Date ("**Renewal Periods**"), unless either party notifies the other of its intent not to renew at least 90 days prior to the start of any Renewal Period.

Payment Terms: Agreed upon payment terms as listed in Garden Grove's RFP.

Purchase Order Information: Is a Purchase Order (PO) required for the purchase or payment of the Products and Services listed on this order form? (Customer to complete)

[ ] No
[✓] Yes – Please complete below

PO Number: ~~XX in progress~~ – TBD
PO Amount:
$100,000

FEE SCHEDULE: See quote		
Annual License Fee	$70,000	Payment is due in full upon execution of this Order Form.

Project Management, Implementation and Training Services	$19,200

2416515
Rev: 12/1/2020

e-PlanSoft

e-PlanSoft

e-PlanSoft
220 Technology, Suite 110
Irvine, CA 92618
877.654.3752
Fax: 949.860.4810
schegini@eplansoft.com

Date:	**January 22, 2021**
Prepared by:	**Shawn Chegini**
For:	**Garden Grove, CA**

EPLANSOFT REVIEW SUBSCRIPTION QUOTE

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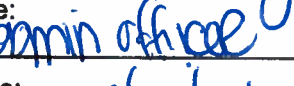
*Subscription License Fees are subject to an annual adjustment of 5%.

*Subscription fees are due at time of signing.

*Travel expenses & Per Diem billed at Cost.

***This Quote is valid for 60 days

ACCEPTED AND AGREED:

Customer	e-PlanSoft
By: *[signature]* Name: *[handwritten]* Title: *[handwritten]* amin office Date: 7/7/21	By: Name: Shawn Chegini Title: Regional Sales Manager Date: May 11, 2021

Scope of Service

As part of the software subscriptions identified on the attached Sales Order Form, e-Plan, Inc. ("Licensor") will provide ongoing maintenance and technical support. In addition, Licensor may provide Licensee with implementation, training, or other professional services. This Exhibit A describes the scope of Licensor's support services, and all other services included in the Sales Order Form, and supersedes any conflicting terms or conditions pertaining to the nature and extent of such services.

1.0. **Scope of Professional Services**

    1.1. Not applicable. No optional professional services have been included under the attached Sales Order Form.

2.0. **Scope of Technical Support; Service Level Agreement.** Licensor will provide all maintenance and technical support for the EPR. Licensor's Service Level Agreement ("SLA") is attached hereto as <u>Exhibit B</u>, and sets forth Licensor's obligations in this regard. In addition, Licensor will provide Licensee with online help documentation and other online resources to assist Licensee in its use of the Service.

3.0. **Scope Clarifications**

    3.1. **Training.** Licensee shall ensure that one or more designated Users have been trained and or certified in the use of Service. Such training should be provided by either Licensor or Licensor-certified trainers. If Licensee uses the service without at least one properly trained User, Licensor reserves the right to withhold any technical support services. The intent of this provision is to ensure that Licensor is not required to provide excessive levels of support service due to Licensee's lack of training.

    3.2. **Licensor's Warranty of Functionality.** Licensor warrants that: (i) the EPR will achieve in all material respects the functionality described in Licensor's online user guides applicable to the EPR procured by Licensee, and (ii) such functionality of the EPR will not be materially decreased during the then-current subscription term. Licensee's sole and exclusive remedy for Licensor's breach of this warranty will be to require that Licensor use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the user guides. Licensor will have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@eplansoft.com. The warranties set forth in this section are made to and for the benefit of Licensee only. Such warranties will only apply if the applicable EPR has been utilized in accordance with the user guides, the MLA, and applicable law.

        3.2.1. **Disclaimer of Warranties.** Except as stated above, Licensor makes no other warranties, express or implied, about the EPR or any service

provided by Licensor under the attached Sales Order Form, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

3.3. **Fees and Payment.** Licensor's maintenance and support services are conditioned on Licensor's timely receipt of all subscription fees owed. Payment obligations are non-cancelable and fees paid are non-refundable. The number of authorized Users cannot be decreased during the relevant term stated in the Sales Order Form. Payment of invoices is due within thirty (30) days of receipt.

3.3.1. **Taxes.** Unless otherwise stated, Licensor fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with the use of Service. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible as a result of using Service, the appropriate amount will be invoiced to and paid by Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.0. **Other Terms of Service**

4.1. **Waiver of Consequential Damages.** Neither party shall be liable for consequential damages, such as lost profits or damages arising from the delay of a plan-review project, on any claim alleging or related to a breach of the MLA and/or a Sales Order Form, regardless of the particular legal theories or causes of action. This waiver of consequential damages shall not apply, however, to any claim brought by Licensor against Licensee based on Licensee's unauthorized duplication, distribution, or other misappropriation of Licensor's intellectual property.

4.2. **Limitation of Liability.** Except for Licensor's indemnity obligations set forth in the MLA, Licensor's total aggregate liability arising out of or connected with this Agreement, whether based upon breach of contract, warranty, negligence, misrepresentation or any other cause of action or theory of liability, and to the maximum extent permitted by applicable laws, shall in no case exceed the amount of subscription fees received by Licensor in the twelve (12) months immediately preceding the event from which the liability arises.

Schedule D: Insurance Clause

1. Insurance Requirements

1.1 Commencement of Work. Contractor shall not commence work under this agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this agreement shall contain a statement of obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a waiver of subrogation in favor of the city.

1.2 Workers Compensation Insurance. During the duration of this agreement, CONTRACTOR and all subcontractors shall maintain workers compensation insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

1.3 Insurance Amounts. CONTRACTOR shall maintain the following insurance for the duration of this agreement:

A) Commercial general liability in an amount of $2,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

B) Automobile liability in an amount of $1,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

C) Professional liability in an amount not less than $2,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement. And for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

D) An on-going and completed operations additional insured endorsement for the policy under section 1.3 (a) shall designate CITY, it's officers, officials, employees,

agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 1.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: June King
Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No. Ext): (909) 931-1500 FAX (A/C, No): (909) 932-2133 E-MAIL ADDRESS: jking@kessleralair.com

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Travelers Property Casualty Company of	25674
INSURER B:	Travelers Ind. Co. of Conn.	25682
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
e-Plan, Inc.
DBA: e-PlanSoft
220 Technology Drive, Ste 215
Irvine   CA   92618

COVERAGES   CERTIFICATE NUMBER: 20/21 Master   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	Y	ZLP81N3259A-20	8/1/2020	8/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA2R020988-20	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			Excess General Liability CUP2R027210-20	8/1/2020	8/1/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB2R025462-20	8/1/2020	8/1/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Cyber Errors & Ommissions			ZPL16N87850-20	8/1/2020	8/1/2021	Aggregate	$5,000,000
							Each Wrongful Act	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Garden Grove, it's officers, officials, employees, agents and volunteers are included as an addiional insured per policy form with respects to the operatios of the named insured. 30 day notice of cancellation except 10 for non payment of premium.

Reviewed and approved as to insurance language and/or requirements.
Risk Management
7-23-21

CERTIFICATE HOLDER	CANCELLATION
alanac@ggcity.org City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** June King/JUNE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured – Broad Form Vendors

H. Blanket Additional Insured – Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

L. Medical Payments – Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability – Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

CG D4 17 02 19

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. **BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. **BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. **MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. **BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

CG D4 17 02 19

waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

TRAVELERS⏺

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be   % of the California workers' compensation premium.

Schedule

Person or Organization   **Job Description**

Where required by contract or written agreement prior to loss and allowed by law.

Reviewed and approved as to insurance language and/or requirements.

Ken M. Herr
Risk Management

7-23-21

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium
Insurance Company	Countersigned by _____	

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** - Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** - Limits of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. **Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. **Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** - Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section

<u>AWARD CONTRACTS TO E-PLANSOFT, INC., TO PROVIDE ELECTRONIC PLAN
REVIEW, AND CIVOS, INC., TO PROVIDE ON-LINE PERMITTING SERVICES</u>
(F: 55-e-PlanSoft, Inc.) (F: 55-Civos, Inc.)

Following introductory comments from Assistant City Manager, Lisa Kim, staff
introduction, and City Council comments, it was moved by Council Member Bui,
seconded by Mayor Pro Tem K. Nguyen that:

A contract for electronic plan review services be awarded to ePlan Soft, Inc., in the
not-to-exceed amount of $100,000 per year, for a total performance period of five
(5) years;

A contract for on-line permitting services be awarded to Civos, Inc., in the not-to-
exceed amount of $100,000, one-time cost, for a total performance period of five
(5) years;

The City Manager or his designee be authorized to execute the agreements, and
make minor modifications as appropriate thereto, on behalf of the City; and

The City Manager or his designee be authorized to exercise option year terms and
sign the option year amendments.

The motion carried by a 5-0-2 vote as follows:

        Ayes: (5)   D. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
        Noes: (0)   None
        Absent: (2)   Brietigam, O'Neill

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Award contracts to e-PlanSoft, Inc., to provide electronic plan review, and Civos, Inc., to provide on-line permitting services. (Cost: Not-to-exceed $100,000 each contract) (*Action Item*)	Date:	6/22/2021

OBJECTIVE

For the City Council to award contracts to: 1) e-PlanSoft Inc., to provide electronic plan review services, and 2) Civos, Inc., to provide on-line permitting services.

BACKGROUND

With the onset of the COVID-19 pandemic that began in March 2020, this resulted in modified City Hall services that transitioned from appointment based services to full-closure of the public services counters. This pandemic prompted further assessment of an alternative service delivery model to address increasing construction activities for both electronic plan review and on-line permitting service needs. The goal is to improve and streamline remote and web-based access for development service customers. The current plan check and permitting process continues to be very limited with only a partial digital/ partial manual process which requires Planning, Building, Engineering, Water, and Environmental Divisions to collectively generate procedures to maintain an acceptable level of service. Coordination with the City's Information Technology (IT) and Finance Departments was also required to ensure the proposed workflow and new systems integrate with the existing permitting software, and the City's payment processor.

The priorities are to streamline delivery of on-line application, plan review, permitting, automate workflow, introduce public portal capabilities, and other modern collaboration technology. The City's IT Department along with adjacent Orange County cities staff, provided professional recommendations to solicit Request for Proposals (RFP) from vendors who offered a customized solution to meet specific requirements outlined by the City, within restricted time and budget limitations.

DISCUSSION

The Community and Economic Development Department launched an extensive RFP process to seek out an all-inclusive integrated enterprise system which originally included both electronic plan review and on-line permitting services. Seven (7) prospective firms were invited, and three (3) proposers' submitted formal responses. A comprehensive selection panel consisting of six (6) key members from Planning, Building, Engineering, Permit Center, Water, and IT, rated the proposals on the basis of qualifications, work plan, references, oral interviews, and program demonstrations without considering cost.

Based on the evaluation results, staff determined two (2) separate technical expertise offered by the firms. E-PlanSoft, Inc. was rated the highest with a solution focused on electronic plan review, with the suggestion of integration with the current permitting system. The second highest, was Civos, Inc. with a solution focused specifically on full-system integration and upgrade from the City's current permit software (PermitCity), with the suggestion to integrate with the future 3rd party plan review system.

With consideration of time, budget, and future needs, staff is recommending contracts with two of the three firms. Award of contract to e-PlanSoft, Inc. for electronic plan review, and award of contract to Civos, Inc. for on-line permitting. The following is a summary of the ratings:

Rater	Civos, Inc.	e-PlanSoft, Inc.	Accela, Inc.
A	3.85	3.73	4.25
B	3.55	3.96	4.40
C	4.43	3.40	3.70
D	4.53	4.31	4.61
E	3.70	3.75	2.50
F	2.25	4.15	2.55
TOTAL	22.31	23.30	22.01

CONCLUSION

In summary, e-PlanSoft, Inc. is an Irvine based company with over 10+ years of experience with a complete cloud-based solution that includes a customer public portal. The applications are deployed in Amazon Cloud, making the system fully web-based, which requires no additional software installation. Most recently, samples of experience include similar solutions by the City of Irvine and the City of Anaheim for Building, Planning, Public Works, and Fire.

Civos, Inc. is a Santa Barbara based company with over 17+ years of experience implementing custom permitting software for both Building and Engineering Divisions. As the current provider of the City's existing permitting software, PermitCity, customers, shall have a seamless transition to continue with City projects that were previously submitted through the existing system.

City references for both firms confirmed positive results, and excellent customer service and response time from the development community, who can now submit applications on-line 24/7, as well as provide convenience and flexibility to check the status of their permits at any time. The proposed solutions will save travel time, printing and scanning costs, and improve efficiency with all parties involved with real-time updates.

FINANCIAL IMPACT

For e-PlanSoft Inc. the contract will be established for a five (5) year period in the not-to-exceed amount of $100,000, per year. Deployment of the new plan review system will be completed in approximately 3-6 months. Funding will be provided by a combination of the City's Local Early Action Planning (LEAP) grant funds and by the General Fund; funding for this solution is included in the Building & Safety Division's operational budget.

For Civos, Inc. the contract will be established for a five (5) year period in the not-to-exceed amount of $100,000, one-time cost. Deployment of the full-system upgrade and new permitting system will be completed in approximately 6-8 months. Funding will be provided by the City's LEAP grant funds, and an annual maintenance cost of $25,000 is included in the Building & Safety Division's operational budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract for electronic plan review services to: 1) ePlan Soft, Inc., in the not-to-exceed amount of $100,000 per year, for a total performance period of five (5) years.

- Award a contract for on-line permitting services to 2) Civos, Inc., in the not-to-exceed amount of $100,000, one-time cost, for a total performance period of five (5) years.

- Authorize the City Manager, or his designees to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City; and

- Authorize the City Manager, or his designees to exercise option year terms and sign the option year amendments.

By: Alana Cheng, Administrative Officer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement e-PlanSoft, Inc.	6/15/2021	Agreement	License_Agreement_e-PlanSoft___Inc..pdf
Agreement Civos, Inc.	6/15/2021	Agreement	Agreement_Civos___Inc..pdf

e-PlanSoft™

MASTER LICENSING AGREEMENT

e-Plan, Inc. ("Licensor") is a provider of electronic plan review software as a service ("EPR"). As used herein, "EPR" includes all of Licensor's software products, including without limitation e-PlanREVIEW® and *goPost*™ Public Portal.

This non-exclusive Master Licensing Agreement ("MLA"), entered into between Licensor and _____ ("Licensee"), governs Licensee's use of the EPR.

Licensor and Licensee ("the Parties") may enter into one or more separate agreements, Sales Orders, or other arrangements whereby Licensor will provide Licensee with a subscription to the EPR. In all cases, however, as to the EPR, the terms of this MLA shall control and prevail over any conflicting terms or conditions.

1.0. Key Definitions

1.1. **"Service"** means, collectively, Licensor's EPR and SaaS (software as a service) products, maintenance updates, online documentation, and technical support materials. The Service is provided to Licensee on the basis of a non-exclusive license only, and subject to the subscription terms set forth in the applicable Sales Order. No perpetual license is granted to Licensee when using Service.

1.2. **"Sales Order"** means any form of agreement, including without limitation a written contract, proposal, estimate, quote, renewal notification, or purchase order, pursuant to which Licensor provides Licensee with a subscription to the Service. For Licensee to obtain a valid subscription, the corresponding Sales Order must set forth a defined number of unique Users and a defined period of time in which the subscription will be in effect.

1.3. **"User" or "Users"** means individuals who are authorized by Licensee to use the Service, and who have been supplied unique user identifications and passwords.

1.4. **"Licensee Data"** means all electronic data or information submitted to and stored in the Service by Users.

2.0. Non-Exclusive License and Licensor Intellectual Property Rights.
Licensee's access to and use of the Service shall be on the basis of a non-exclusive license only. All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Licensor) are owned exclusively by Licensor. Except as provided in this MLA, the rights granted to Licensee do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Licensee grants Licensor a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions,

1

enhancement request, recommendations, proposals, correction or other feedback or information provided by Licensee or any Users related to the operation or functionality of the Service. Any rights in the Service or Licensor's intellectual property not expressly granted herein by Licensor are reserved by Licensor. Licensee agrees not to display or use the Licensor trademarks, logos, and service marks in any manner without Licensor's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Licensee is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.

3.0. **Access to the Service by Designated Users**. Licensee will purchase a subscription to the Service for a particular number of Users, to be specified in the applicable Sales Order. Licensee will specify and assign a unique User name for each authorized User. Each User login is for the designated User only, and cannot be shared or used by more than one User.

3.1. **Alterations to User Accounts**. If the Licensee chooses to deactivate a User account, create a new account for a new User, or re-activate an existing account, Licensee may do so as long as Licensee does not exceed the total number of authorized Users.

3.2. **Unauthorized Access**. Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify Licensor of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

3.3. **Audit of Authorized Users**. Licensee will maintain reasonable business practices and records necessary to ensure that the number of Users is in compliance with this MLA and any applicable Sales Orders, and Licensor at its sole discretion reserves the right to request Licensee records to verify such compliance. The Licensee will notify Licensor if any additional Users will be added to use the Service. Licensee must obtain additional Sales Order(s), or a signed written modification to existing Sales Order(s), in order to increase the total number of authorized Users. If Licensor determines that Licensee has more Users than authorized, the fees for additional Users become immediately due.

4.0. **General Terms of Service**. Licensee and its Users may only use the Service to perform electronic plan review, as advertised and outlined on Licensor's website. Licensee is responsible for all activities conducted under its User logins and for its Users' compliance with this MLA. Licensee's use of the Service will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service. Licensee will not, and will not permit any third party within its control to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in Licensor's user guides; (b) access or use the Service to circumvent

2

or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; (f) intentionally publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Licensee will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Licensee will not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Licensee will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Licensee will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this MLA, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Service by any means other than through the interfaces that are provided by Licensor. Licensee will not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, User names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by Licensor. Licensee will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this MLA. Any action or breach by any of such User will be deemed an action or breach by Licensee.

5.0. Transmission, Maintenance, and Confidentiality of Data

5.1. **Transmission of Data.** Licensee understands that the technical processing and transmission of Licensee's Electronic Communications (including any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service) is fundamentally necessary to use the Service. Licensee is responsible for securing DSL, cable or another highspeed Internet connection and up-to-date "browser" software to utilize the Service. Licensee expressly consents to Licensor's interception and storage of Electronic Communications

3

and/or Licensee Data, and Licensee acknowledges and understands that Licensee's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee's local network. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee's account. Licensor will act as though any Electronic Communications it receives under Licensee's passwords, user name, and/or account number will have been sent by Licensee.

5.2. Licensee Data

5.2.1. As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee's data.

5.2.2. Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.

5.2.3. Following expiration or termination of any Sales Order and/or this MLA, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor's "live" site following a forty (40) day period, after which Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data.

5.3. **HIPAA.** Licensee agrees that: (i) Licensor is not acting on Licensee's behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Service will not be used in any manner that would require Licensor or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected" health information" or "PHI" will have the meanings described in HIPAA.

4

6.0. **Modifications and Discontinuation of Service**

6.1. **To the Service.** Licensor may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Licensee of any material modifications. Licensor reserves the right to discontinue offering the Service at the conclusion of Licensee's then current subscription term for such Service. Licensor will not be liable to Licensee nor to any third party for any modification of the Service as described in this section.

6.2. **To Applicable Terms.** If Licensor makes a material change to any applicable terms of this MLA or a Sales Order, then Licensor will notify Licensee by either sending an email to the notification email address or posting a notice to the administrator in Licensee's account. If the change has a material adverse impact on Licensee and Licensee does not agree to the change, Licensee must so notify Licensor via mchegini@eplansoft.com within thirty (30) days after receiving notice of the change. If Licensee notifies Licensor as required, then Licensee will remain governed by the terms in effect immediately prior to the change until the end of the then current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Licensor's then current version of this MLA.

6.3. **Suspension for Ongoing Harm.** Licensor may with reasonably contemporaneous telephonic notice to Licensee suspend access to the Service if Licensor reasonably concludes that Licensee's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Licensee's Service is causing immediate, material and ongoing harm to Licensor or others. In the extraordinary event that Licensor suspends access to the Service, Licensor will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Licensee to resolve the issues causing the suspension of Service. Licensee agrees that Licensor will not be liable to Licensee nor to any third party for any suspension of the Service under such circumstances as described in this section.

7.0. **Third-Party Applications.** "Third-Party Applications" include applications, integrations, services, or implementation, customization and other consulting services related thereto, that interoperate with the Service and are provided by a party other than Licensor. Licensor or Third-Party providers may offer Third-Party Applications through the Service or otherwise related to Licensee's use of the Service. Except as expressly set forth in the applicable Sales Order, Licensor does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a Third Party that is a member of a Licensor partner program or otherwise designated by Licensor as "Built For Licensor," "certified," "approved" or "recommended." Any procurement by Licensee of such Third-Party Applications or services is solely between Licensee and the applicable Third-Party provider. Licensee may not use Third-Party Applications to enter and/or submit transactions to be

5

processed and/or stored in the Service, unless Licensee has procured a subscription to the Service for such use and access. Licensor is not responsible for any aspect of Third-Party Applications that Licensee may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Licensee installs or enables Third-Party Applications for use with the Service, Licensee agrees that Licensor may enable such Third-Party providers to access Licensee Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Licensee and a Third-Party provider is solely between Licensee and such Third-Party provider pursuant to a separate privacy policy or other terms governing Licensee's access to or use of the Third-Party Applications. Licensor will not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third-Party Applications or Third-Party providers. No procurement of Third-Party Applications is required to use the Service. If Licensee was referred to Licensor by a member of one of Licensor's partner programs, Licensee hereby authorizes Licensor to provide such member or its successor entity with access to Licensor's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

8.0. **Indemnification for Claims Concerning Licensor and Licensee Intellectual Property.**

8.1. **Infringement.** Licensor will, at its own expense, defend Licensee from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets, and will indemnify Licensee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. However, Licensor will have no liability for, or duty to defend or indemnify Licensee against, Claims to the extent arising from (a) use of the Service in violation of this MLA or applicable law, (b) use of the Service after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Service not made by Licensor or made by Licensor based on Licensee specifications or requirements, (d) use of the Service in combination with any non-Licensor software, application or service, or (e) services offered by Licensee or revenue earned by Licensee for such services. If a Claim of infringement as set forth above is brought or threatened, Licensor may, at its sole option and expense, use commercially reasonable efforts to (a) procure a license that will protect Licensee against such Claim without cost to Licensee; (b) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this MLA and refund to the Licensee a pro-rata refund of the subscription fees paid for under any applicable Sales Orders for the terminated portion of the term. The rights and remedies granted Licensee under this Section 8.1 state Licensor's

6

entire liability, and Licensee's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

8.2. **Licensee's Indemnity**. To the fullest extent permitted by law, Licensee will, at its own expense, defend Licensor from and against any and all Claims (i) alleging that the Licensee Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Licensee's breach of this MLA, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.

8.3. **Indemnification Procedures and Survival**. In the event of a Claim within the purview of these indemnification provisions, the indemnitee shall control its own defense, and at the time of Claim resolution the indemnitor shall reimburse the indemnitee for those attorney fees and other defense costs reasonably incurred in that defense. To the extent that the indemnitee may incur fees and costs in the defense of claims other than a covered Claim, the indemnitor shall have no responsibility for such costs. The indemnification obligations contained in this section will survive for one year after termination or expiration of this MLA.

9.0. **U.S. Government Rights**. The Service is a "commercial item" as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this MLA; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this MLA. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this MLA. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this MLA.

7

10.0. Termination for Cause, Expiration. Either party may immediately terminate this MLA and all applicable SALES ORDERS in the event the other party commits a material breach of any provision of this MLA which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this MLA (or such other address that may be provided pursuant to this MLA. Upon termination or expiration of this MLA, Licensee will have no rights to continue use of the service. If this MLA is terminated by Licensee for any reason other than a termination expressly permitted by this MLA, the Licensor will be entitled to all of the fees due under any applicable Sales Orders for the entire term. If this MLA is terminated as a result of Licensor's breach of this MLA, then Licensee will be entitled to a refund of the pro rata portion of any subscription fees paid by Licensee to Licensor under any applicable Sales Orders for the terminated portion of the term. Licensee can terminate this agreement without a cause with ninety (90) day notice to licensor. The license fee will be prorated for the remaining term of contract.

11.0. General Provisions on the Integrity of this MLA. Except as otherwise provided herein, this MLA may only be amended or modified via a writing signed by both Parties. If any term or provision of this MLA is found to be invalid or unenforceable by a court of competent jurisdiction, such term or provision will be severed from the remainder of the MLA, which will otherwise remain in full force and effect. No waiver of any provision of this MLA will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this MLA will not constitute a waiver of any subsequent breach or right. This MLA will be governed by, and construed in accordance with, the substantive laws of the State of California without regard to conflict of law principles. The federal and state courts situated in Orange County, California will be the exclusive venue for the resolution of all disputes related to this MLA. The substantially prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this MLA in its entirety, and any related Sales Orders, without consent of the other party, to an affiliate (defined as any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this MLA, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this MLA and any related Sales Order/subscription upon written notice to the assigning party. In the event of such a termination, Licensor will refund to Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of

8

e-PlanSoft™

termination. Subject to the foregoing, this MLA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns; however, unless expressly stated otherwise, nothing herein is intended to benefit or create any rights in any third parties. As of the effective date of this MLA, this MLA sets forth the entire understanding between the Parties, subject only to subsequently agreed-to Sales Orders, and supersedes all prior agreements, representations, or promises, written or oral, with respect to the EPR.

This MLA is entered into, and effective as of _____, by and between e-PlanSoft, a California Corporation with its principal place of business at 220 Technology Drive, Suite 110 Irvine, CA 92618 ("Licensor") and, _____ ("Licensee"), with its principal place of business located at _____.

The individual signing this MLA on behalf of Licensee represents and warrants that he / she is authorized to enter into such agreement on behalf of Licensee.

_____	_____
Licensee	e-PlanSoft
_____	_____
Full name	Full name
_____	_____
Title	Title
_____	_____
Signature	Signature
_____	_____
Date	Date

9

Accompanying Schedules

Schedule A: Service Level Agreement

Schedule B: Statement of Work

Schedule C: Sales Order Form

Schedule D: Insurance Clause

Schedule E: Vendor Set-Up Form

10

SOFTWARE AS A SERVICE (SaaS)
SERVICE LEVEL AGREEMENT

e-PlanSoft™ ("The Company") agrees to provide 99.5% uptime with respect to the Client's Hosted Service during each calendar quarter for the term of service excluding regularly scheduled maintenance times for e-PlanREVIEW® (EPR) and goPost™ Public Portal.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends (Sunday 6pm-midnight) or off hours on weekdays (Monday-Friday, midnight-5am). The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates/Notice

This Service Level Agreement may be amended by The Company, in its discretion, but only after providing thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client's account.

This Service Level Agreement cannot be amended or modified without a written signature on paper by both parties agreeing to the change. Notices will be sent by Certified mail, Return Receipt Requested, postage prepaid and will be deemed received three (3) days after the date of deposit in the US mail.

Exclusion of Sandbox and Beta Accounts

Product sandbox, beta, pilot and debugger and other test environments are expressly excluded from this or any other service level commitment.

Support Hours

Client support is available Monday-Friday's from 6am -6pm Pacific, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day After, Christmas Day through New Year's Day.

Live-Production Incident Handling – Standard Support

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company's Client Support Department.

1. Online Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.

2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:

    a. Access to the e-PlanSoft online ticketing system.

    b. All support tickets and bug reports will be recorded in the ticketing system.

    c. The Company will only respond to incidents reported via the online ticketing system.

    d. Client will receive an e-mail with the assigned ticket number.

e. Priority and Severity will be determined by the problem based upon the definitions below.

3. Ticket Handling: Ticket Handling defines the priority assigned to a specific support request which therefore sets the order, timing, and level of effort in resolving a case

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - Critical	Issue occurring on production system preventing business operations. Users are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is an client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - High	Issue occurring on production system, impacting business but not preventing business operations. Users are impacted, but able to proceed with a reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 24 hours.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.
Level 3 - Medium	Issue causing a partial or non-critical loss of functionality or inconvenience on production system. Users are able to proceed with a reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 3 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - Low	Issue occurring on non-production system; also, a question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Scope of Service

As part of the software subscriptions identified on the attached Sales Order Form, e-Plan, Inc. ("Licensor") will provide ongoing maintenance and technical support. In addition, Licensor may provide Licensee with implementation, training, or other professional services. This Exhibit A describes the scope of Licensor's support services, and all other services included in the Sales Order Form, and supersedes any conflicting terms or conditions pertaining to the nature and extent of such services.

1.0.   Scope of Professional Services

    **1.1.   Not applicable. No optional professional services have been included under the attached Sales Order Form.

2.0.   Scope of Technical Support; Service Level Agreement. Licensor will provide all maintenance and technical support for the EPR. Licensor's Service Level Agreement ("SLA") is attached hereto as <u>Exhibit B</u>, and sets forth Licensor's obligations in this regard. In addition, Licensor will provide Licensee with online help documentation and other online resources to assist Licensee in its use of the Service.

3.0.   Scope Clarifications

    3.1.   Training. Licensee shall ensure that one or more designated Users have been trained and or certified in the use of Service. Such training should be provided by either Licensor or Licensor-certified trainers. If Licensee uses the service without at least one properly trained User, Licensor reserves the right to withhold any technical support services. The intent of this provision is to ensure that Licensor is not required to provide excessive levels of support service due to Licensee's lack of training.

    3.2.   Licensor's Warranty of Functionality. Licensor warrants that: (i) the EPR will achieve in all material respects the functionality described in Licensor's online user guides applicable to the EPR procured by Licensee, and (ii) such functionality of the EPR will not be materially decreased during the then-current subscription term. Licensee's sole and exclusive remedy for Licensor's breach of this warranty will be to require that Licensor use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the user guides. Licensor will have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@eplansoft.com. The warranties set forth in this section are made to and for the benefit of Licensee only. Such warranties will only apply if the applicable EPR has been utilized in accordance with the user guides, the MLA, and applicable law.

        3.2.1.   Disclaimer of Warranties. Except as stated above, Licensor makes no other warranties, express or implied, about the EPR or any service

provided by Licensor under the attached Sales Order Form, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

3.3. **Fees and Payment**. Licensor's maintenance and support services are conditioned on Licensor's timely receipt of all subscription fees owed. Payment obligations are non-cancelable and fees paid are non-refundable. The number of authorized Users cannot be decreased during the relevant term stated in the Sales Order Form. Payment of invoices is due within thirty (30) days of receipt.

3.3.1. **Taxes**. Unless otherwise stated, Licensor fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with the use of Service. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible as a result of using Service, the appropriate amount will be invoiced to and paid by Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.0. **Other Terms of Service**

4.1. **Waiver of Consequential Damages**. Neither party shall be liable for consequential damages, such as lost profits or damages arising from the delay of a plan-review project, on any claim alleging or related to a breach of the MLA and/or a Sales Order Form, regardless of the particular legal theories or causes of action. This waiver of consequential damages shall not apply, however, to any claim brought by Licensor against Licensee based on Licensee's unauthorized duplication, distribution, or other misappropriation of Licensor's intellectual property.

4.2. **Limitation of Liability**. Except for Licensor's indemnity obligations set forth in the MLA, Licensor's total aggregate liability arising out of or connected with this Agreement, whether based upon breach of contract, warranty, negligence, misrepresentation or any other cause of action or theory of liability, and to the maximum extent permitted by applicable laws, shall in no case exceed the amount of subscription fees received by Licensor in the twelve (12) months immediately preceding the event from which the liability arises.

EXHIBIT "A"

8

E-PLANREVIEW & GOPOST STATEMENT OF WORK
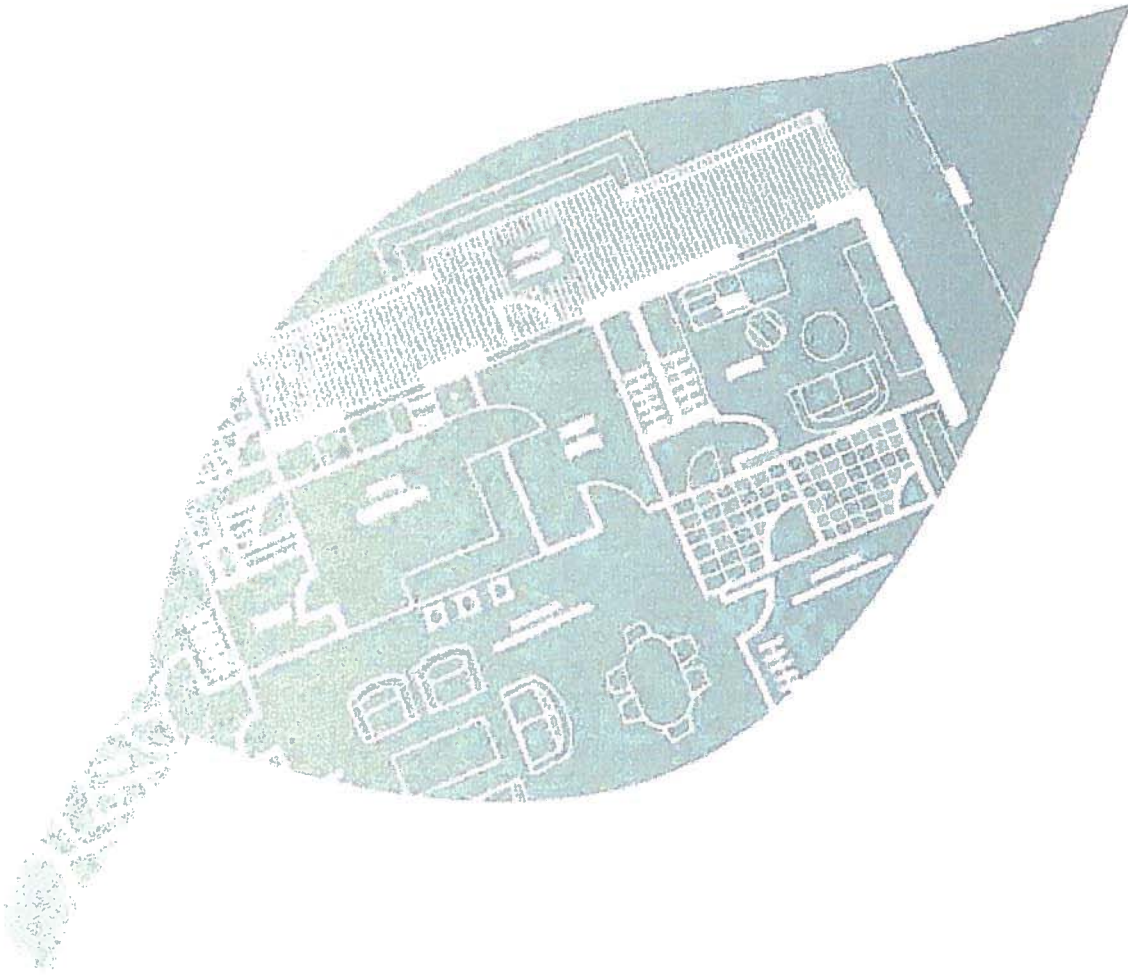## CITY OF GARDEN GROVE CA

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Contents

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Section I: Product Overview

e-PlanREVIEW (EPR) is an industry-leading, cloud based collaborative platform for team-based design review and permitting. The platform is designed by industry experts for architectural, engineering, and construction (AEC) companies, as well as state, county, and municipal agencies tasked with code compliance and enforcement.

EPR improves results and lowers the cost of doing business in both the private and public sectors by replacing printing, shipping and storage expenses of paper plans with convenient online document uploads and concurrent, collaborative web-based electronic plan reviews.

This Scope of Work describes our cloud-hosted deployment of goPost and e-PlanREVIEW (EPR) for the City of Garden Grove, CA ("Client"). After completion of this project, EPR will provide the following functionality:

1. Create and manage permit data, plan review documents and plan review assignments in goPost and EPR.
   a. Incoming plan review documents are evaluated by our Scout PDF Inspector.
   b. Documents not approved by Scout will not be accepted for electronic plan review.
2. Route incoming plan review documents to the appropriate departments/users.
3. Conduct web-based, simultaneous plan reviews.
4. Complete each plan review assignment by choosing either 'acceptance' or 'resubmit' status.
5. Generate template Correction Reports.
6. Return 'reviewed plans', correction reports and any supporting document to the Applicant via goPost Public Portal.
7. Notify staff members when all plan review assignments have been completed.
8. Ability to download approved plans to your network for long-term retention.
9. Intake 'corrected plan sets' from the Applicant for back check.
   a. Associate existing markups and comments to the most recent document version.
   b. Reset existing assignments to a 'Not Started' status.
10. Apply electronic 'stamps' to the reviewed plans, as appropriate.
11. Utilize EPR for paper plan reviews.

The goPost Public Portal

The *goPost* Public Portal is a fully web-based application that requires no 3rd party software. Project applications submitted via goPost are passed electronically to *e-PlanREVIEW* for plan check. Reviewed plans are passed electronically from EPR back to goPost where they can be downloaded by the applicants.

goPost is designed to allow agencies to quickly configure the goPost *login page* with specific instructions which will assist applicants in the project submittal process. These instructions typically include web links to allow the applicant to download project checklists, document submittal requirements, etc.

A link to goPost placed on the Client's webpage will provide an easy transition for the applicants navigating to the permit application process, available 24/7. goPost will include a list of the types of plan review projects that the Client wishes to accept electronically.

goPost supports the following 'user roles':

- *Applicants*
- *Intake Staff*
- goPost *Administrators*

goPost for Applicants

Using goPost, your Constituents who wish to apply for electronic plan review may:

- Create their goPost user account (as an '*Applicant*') and manage their own user profile (address, phone number, company affiliation, etc.) including multifactor authentication challenge questions for enhanced security.
- **Download** permit applications forms, project checklists, etc. to assist them in successfully completing the application process.
- **Complete** the goPost *Project application*, providing the scope of work, valuation, etc. and choosing the appropriate project type.
- View the EPR *electronic document submittal requirements* report.
  - These requirements typically include instructions on how to name the incoming plan sets.
- **Upload** their plans in PDF format and supporting documents (permit applications, checklists, etc.) in any format, for the '1st submittal'.
  - Receive feedback from embedded *Scout PDF* inspector that evaluates plan review documents uploaded by the Applicant.
  - Documents that do not meet submittal requirements cannot be uploaded to goPost until the noted issues are resolved. This relieves the Internal staff from having to evaluate incoming plans.
- **Submit** their project information and plan review documents and supporting attachments to Intake staff for a completeness check.
- Utilize the goPost project Dashboard to monitor the status of their projects.
- **Receive** email alerts from goPost as the project application is processed at each milestone.
- **Download** reviewed plans and correction reports returned from EPR.
- **View** the document plan review status (approved, resubmit.) when it has been made available in EPR.
  - Upload the next submittal via goPost, if requested.
- View the project status as it exists in EPR (open, closed, etc.)
- Create and manage unlimited project applications to the Client.
- Request support, as needed, which will generate an email to goPost Intake staff.
- Access the goPost *Wiki* page for online help, as desired.

goPost Client Intake Staff

Intake personnel at the Client will utilize *goPost* to evaluate the project information and incoming documents submitted by the Applicants, including evaluating whether incoming documents meet the Client's file naming requirements.

Client Intake staff will '*submit*' GoPost projects and documents to EPR for processing.

The goPost Intake Staff will:

- Create a goPost user account (as an Internal User) which is then 'activated' by the Client's goPost Administrator, including multifactor authentication challenge questions for enhanced security.
- Receive email alerts when new projects have been submitted by an 'Applicant'.
- Monitor the status of goPost projects via the Dashboard.
- Perform intake on a submitted goPost project to validate the information and submitted documents meet expectations, in much the same way as the 'counter reviews' are conducted in person.
- To complete the intake review, the Intake staff may:
  - Modify the project information submitted by the Applicant to:
  - Deny the project outright.
  - Accept the project for electronic plan review.
  - Place the project on hold until payment is received.
- Accept the project hold once fees are paid.
  - Place the project on hold for other issues (incorrect valuation, scope of work notes, etc.)
- Accept the project once the required information has been corrected by the Applicant.
  - Place the project on hold for 'file related' issues (missing files, etc.).
- Accept the project once the file issues have been corrected by the Applicant.
  - Communicate with the Applicant via emails sent from goPost.
- Receive support requests from goPost Applicants.
- Receive technical support from the e-PlanSoft support team via the e-PlanSoft ticketing system, available from within goPost.
- Access the goPost *Wiki* page for online help, as desired.

In addition to performing intake tasks for projects and documents submitted by Applicants, the Intake staff may also create project applications *on behalf of Applicants*, if necessary. The designated Applicant can then be instructed to upload their documents and can 'take ownership' of the project record. This functionality is helpful for Applicants who may be challenged technically.

goPost Administrator

The goPost Administrator(s) will have permissions to access the goPost Settings panel to:

- Brand the goPost landing/login page with the welcome text and applicant instructions, etc.
- Create and manage Applicant and Intake User accounts.
- Create and manage standard goPost Portal configurations.
- Modify the goPost panel instructions, if desired.
- Complete the goPost SMTP settings/credentials page.
- Create and manage goPost alert messages, as desired.

Additionally, the Administrator(s) may perform the same tasks as the Intake staff, including have full access to the projects submitted by the Applicants.

Standalone Deployment Future Integration

The Client has requested a stand-alone deployment of EPR without integration to *a 3rd party permitting system*. EPR has an extensive application programming interface (**API**) library that can support bi-directional integration to many web-based permit and land management systems.

Upon deployment of the City's chosen permitting system e-PlanSoft is committed to working with City IT staff and/or Third-party consultants to complete an integration provided that the chosen permitting system have standard REST-based or SOAP-based API.

Section II: Project Execution Methodology and Plan

Project Summary

This Statement of Work (SOW) sets forth the scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by e-PlanSoft™ ("e-Plan") to The City of Garden Grove CA ("**Client**"), for a cloud hosted rapid deployment of e-PlanREVIEW (**EPR**).

At the core of that plan is a detailed *Project Schedule Timeline* that includes the activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies. The *Project Schedule Timeline* will be provided to the Client following the project kickoff meeting.

We have provided this *preliminary* statement of work based on current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to ensure activities are clearly defined, to review timeframes, and to ensure each activity reflects an appropriate level of detail. Each activity will be owned by person(s) who are responsible for ensuring it is completed successfully. The project plan will be updated regularly throughout the course of the project and communicated to all participants and stakeholders via email.

It is important to identify the project's critical path after the detailed project plan has been developed and prior to the start of the project. The project's critical path is the longest sequential set of activities that must occur in order, based on identified dependencies. The combined end-to-end duration of activities represents required project duration and the project's critical path. This does not account for activities that may occur in parallel, but do not contribute to the project's critical path.

The project team will schedule weekly conference calls. An updated schedule and an updated progress report that includes the following will be provided:

- Activities completed within the current reporting period.
- Activities planned for the next reporting period.
- Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
- Issues or problems requiring resolution.
- The status of any changes that affect scope

Project Timeline

At the core of that plan is a detailed **Project Timeline** that includes implementation milestones and activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies.

We will provide a Project Timeline using Smartsheets based on the current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to review timeframes, to ensure activities are clearly defined and ensure each activity reflects an appropriate level of detail. Each activity will be assigned to a person/group who are responsible for ensuring it is completed successfully.

It is important to identify the project's critical path after the detailed project plan has been developed and prior to the start of the project. The project's critical path is the longest sequential set of activities that must be completed in a specific order, based on identified dependencies. The combined end-to-end duration of all activities represents the project duration and the project's critical path. This does not account for activities that may occur in parallel, but do not contribute to the project's critical path.

e-PlanSoft's Project Manager will meet in person and/or remotely with the Project Team members on a weekly basis.

In each meeting an updated project schedule and a progress report that includes the following will be provided:

- ✓ Activities completed within the prior reporting period.
- ✓ Activities planned for the next reporting period.
- ✓ Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
- ✓ Issues or problems requiring resolution.
- ✓ The status of any changes that affect scope, cost, or schedule. Any work affecting cost will be done only with written consent from the Client.

The proposed implementation schedule begins once the Client has executed the Contract Acceptance. The project will begin shortly after contract signing on a mutually agreed upon date and time via a remote (Zoom) kickoff with both teams.

Assumptions and Constraints

Project risk is defined as those conditions that will adversely impact the schedule and cost baseline on the Project Schedule. The conditions include organizational functional and resource dependencies. The inter- and intra- dependencies of greatest impact are described below:

- ✓ Weekly conference calls will be held for the duration of the project, through go-live and recommended for one (1) month following launch.
- ✓ The Client shall provide the required documentation necessary to successfully complete the project.
- ✓ The Client commits the necessary staff and dedicated resources be available for the agreed upon project schedule timeline.
- ✓ Delays to the project caused by staff unavailability will negatively impact the project's success.

User Workstations

EPR is supported on the Chrome and chromium-based Microsoft Edge (as of the January 2020 release) web browsers. EPR Reviewers should have at minimum, two 27+ inch monitors running in high definition (1920x1080p). A graphics card capable of supporting two monitors is recommended.

All users should also have access to a PDF viewer, such as Adobe Reader DC, on their local machine. For counter/intake staff, access to a PDF editor such as Adobe Acrobat Pro is recommended.

Additional information regarding user workstation requirements is available here

e-PlanSoft Project Team

The following e-Plan personnel will be assigned to ensure the successful completion of this project for the Client:

Team Members	Role	Responsibilities
Debra Schmitt	Senior Director of Professional Services	Responsible for overseeing the Project Timeline. Responsible for e-Plan project management activities and creating project management deliverables. Primary point of contact with the Client's Project Manager and responsible for providing status and issue reports to the Client.
Amber Anderson	Implementation Manager	Assists with product configuration of EPR, conducts user training sessions and oversees our customer support team.
Jorge Raya-Navarro	Technical Support Manager	Provides expertise on the solution architecture, business analysis and facilitates communication between client support requests and the product engineers.
Sean Hooper	Director Client Experience	Ensures the end result of the project implementation meets Client expectations per this SOW.

Page **8** of **21**

The Clients Core Project Team

Dedicated involvement of the following Client personnel will ensure the successful completion of this project for the Client. Some overlap in staff responsibilities in the below chart is understood.

The core team should be comprised of *subject matter experts* (SME's):

Role	Responsibilities
Project Managers	Individual(s) with extensive knowledge of the Client's permit intake and assignment distribution requirements.
Project Coordinators	Individuals who perform permit intake, counter reviews and may be responsible for distributing plan review assignments. Individuals who prepare deliverable packages with the reviewed plans and correction report(s) for return to the applicant.
Department/ Group Manager(s)	Individuals who manage plan review staff and may be responsible for distributing plan review assignments for their staff and may be responsible for generating deliverable packages with the review plans and correction report(s) for return to the applicant.
Plan Reviewers	Individuals who conduct plan review and may be responsible for generating the correction report for return to the applicant.

Section III: Project Launch and Milestones

Client Acceptance Criteria:

Upon the provision of Milestone completion signoffs, the Client is responsible for either accepting the milestone as complete or providing grounds for non-acceptance within 10 days of delivery. Non-correspondence will result in the default acceptance of the milestone or could result in change orders due to additional project time required which is out of scope for this project.

The milestone solution implementation has become a common practice in the industry to address critical business needs quickly and mitigate the risks associated with what has been termed "big bang" approaches that attempt to do too much too soon.

The milestones included in the schedule of work, and outlined in more detail below are:

1. **Contract Acceptance**
2. **Discovery**
3. **Configuration**
4. **User Training**
5. **User Acceptance Testing**
6. **Go Live**

1. Contract Acceptance Milestone

Contract execution for the standalone cloud deployment of e-PlanREVIEW initiates the payment of subscription fees and any joint announcements.

Open Forum Project Kickoff Presentation

Our project kickoff presentation is a formal meeting that includes Client stakeholders, executives, staff, and the e-Plan team. During this presentation, we will review the high-level project plan, discuss the short and long-term goals, and generally describe the functionality of EPR.

This open forum provides a great opportunity to 'rally' the staff and set expectations for the what the finished implementation will deliver.

Change can be hard and without the backing and support of upper management, expectations for ongoing success may be negatively impacted.

In the Project Launch meeting, the e-Plan project manager and core Client personnel shall meet onsite to discuss the following. This meeting typically takes 3-4 hours.

1. Identify your agency's Project Manager who has deep expertise in the Client's internal processes regarding permitting and plan review. This individual will be responsible for ensuring all deliverables are provided to the e-Plan Team on schedule, coordinating time with the Client subject matter experts as well as coordinating user training and product rollout/go live. The desired go/live date will be confirmed in the kickoff meeting.
2. During the meeting, e-Plan will require an in-depth review of the Client's current *standard operating procedures* (SOP) regarding how plan review projects are created in the back office permitting system. Obtaining an updated copy of these SOPs is recommended.
3. Discussion to determine how and where electronic documents will be archived for long term retention.
4. Discuss and confirm the project timeline schedule for each milestone and all deliverables.
5. Confirm the schedule for weekly meetings.
6. Discuss the Discovery Deliverables (see below) that the Client will need to gather.

Following the meeting, the e-Plan PM will share the project schedule via the Internet with the appropriate project team members. This schedule will be relied on to confirm each milestone event, critical dependencies and to document progress, decisions, and the plan of action.

A secure ShareFile site will be deployed via which the team can exchange documents.

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2. Discovery Milestone

Following the project kick off presentation, the Discovery milestone is dedicated to collecting information needed for configuring the products to conduct the training and rollout of EPR.

It has several steps and components:

The Client shall gather the following deliverables, listed below, in the format desired by e-PlanSoft. This information will be used to configure EPR in preparation of user acceptance testing.

- A list of Client departments (agencies), application types, and project types. Utilize SmartSheet.
- An updated staff organizational chart for the departments/agencies involved in the project.
- Usernames, user roles, department/agency affiliation, user email and phone number. Utilize SmartSheet.
- A sample representative document(s) for the Correction Report letter in Word format.
  - Agency logo in high quality, PNG format
- A representative sample of electronic stamps (saved in .PNG format) for use by the EPR plan reviewers.
  - PNG images with transparent backgrounds are recommended.
- Standard Comments/Checklists formatted to be uploaded into the EPR Standard Comment Library, utilizing SmartSheet.
- A matrix that contains:
  - A list of EPR users who are expected to have project access to new projects, based on Project Type, so that these lists can be configured for automatic membership to projects. (Project membership regulates some abilities within EPR.)
  - A list of most typical assignment workflow distributions based on Project Type, for configuration in EPR to prompt suggested default assignments during document intake by Client staff. (Suggestions may be overwritten as needed by staff during first submittal intake.)
  - File-naming requirements for incoming documents, based on project type (if desired).
- A Client email account that EPR will use to send automated emails to Client staff (email notification alerts). Requires opening firewall port 25.

Any information not readily available during the discovery shall be prepared and supplied to the e-Plan team during the beginning of the configuration milestone.

3. Configuration Milestone

Utilizing some of the deliverables gathered in the Discovery milestone, the following tasks will then be performed by e-Plan:

- Creation of User accounts for the Client's core team (SME's). These individuals will conduct user acceptance testing (UAT).
- Configure groups (departments/agencies).
- Configure application and project type lists.
- Configure one Correction Report template. (Other templates will be created during UAT.)
- Configure one Assignment Distribution workflow. (Other workflows will be created during UAT.)
- Configure one Project Team Membership. (Other team membership configurations will be created during UAT.)
- Upload the Client's representative standard comments into the EPR Comment Library.

Page 11 of 21

4. User Training Milestone

e-PlanSoft will provide comprehensive training for EPR users per the schedule below, all sessions will occur virtually. Onsite training is optional.

Training (Train the Trainer) is offered as follows:

Course Description	Intended Audience	Session(s)	Duration
EPR training for Administrators: User accounts, permissions, configuration.	EPR Administrators (recommended max 3-5 persons)	1	**3 hours**
EPR training for Intake and Deliverables: Creating and managing Projects, Teams and assignments. Scout inspection and OCR. Preparing Correction reports and project deliverables. Document versioning.	Permit Intake staff, Group managers, Permit QA Supervisors (max 12 people per session, though smaller groups recommended)	1	**3 hours**
EPR training for Reviewers: Performing electronic plan review. Plan review using *paper-based* plans. Completing assignments. Preparing Correction reports and project deliverables.	Reviewers, Group managers, Permit QA Supervisors. (max 15 people per session, though smaller groups recommended)	1	**3 hours**

Training Materials

EPR online documentation, training videos, and help can be accessed from within the products by clicking the help icon.

Training Environment

To facilitate the best possible experience, user training should be held in a classroom environment that provides:

1. Workstations/laptop for your staff running the latest version of the Chrome browser.
   a. 27-inch monitor or larger.
2. A large screen TV/projector.
3. Access to a speaker phone or other setup for recording training audio.

A maximum class size of 15 users is recommended to complete the training in the time allotted.

5. User Acceptance Testing

User Acceptance Testing for Administrators (Initial Configuration)

Following the initial configuration above, the project team will schedule Administrator training to continue EPR configuration for the following items. (These tasks are considered part of UAT for the administrators.)

Once these tasks are complete, general UAT can be performed to test the overall configuration.

- Configure the EPR color scheme 'branding' and login page landing image.
- Upload Electronic stamps (.PNG format) and assign them to the appropriate Reviewers.
- Creation of remaining EPR user accounts.
- Look up list configuration.
- Confirm/configure the EPR permission settings.
- Enter the Client email account that EPR will use to send automated emails to Client staff. For example: *DoNotReply@Clientdomain.org*
- Provide the URL for the EPR *Electronic Plan Review Submittal Requirements* document for dissemination to the Client's constituents on the Client's webpage (Client responsibility.)
- Configure one or two additional Correction Report templates, as needed.
- Batch upload(s) additional standard comments into the EPR Comment Library, as needed.
- Configure assignment distribution workflows for each project type to assign plans to the appropriate divisions/departments.
- Configure project team membership templates for each project type.
- Create sample projects and upload sample plans for training of Client staff. Plans shall meet the electronic submittal requirement
- Validate that initial configured workflow roundtrip (submittal, intake, review, and deliverable) process works as expected.

User Acceptance Testing – Core Project SME's

Testing EPR for UAT includes the following:

- Validating submittal and intake process meet needs for all project types.
- Processing incoming documents from intake to distribute plans to the appropriate staff.
- Confirming *optical character recognition (OCR)* of the sheet numbers on the incoming plans.
- Performing plan review including adding comments, markups, stamps, measurements.
- Completing an assignment task.
- Generating a Correction Report.
- Preparing a deliverable package for return to the Applicant.
- Accepting and routing the next submittal to the plan reviewers.
- Stamping the final approved set of plans and downloading them to the Client's EDMS/document storage location.

6. Go-Live Client Sign-Off

This completes the implementation of the project. All milestone deliverables are complete.

Soft Launch for Targeted Clients

We recommend a *soft launch* approach as the Client rolls out to a targeted number of your constituents. Choose customers who express an interest in going paperless. This will provide time for everyone to settle in and get comfortable with the process changes, after which the Client can expand the offering on more clients in a managed schedule.

We will provide the Electronic Document Submittal Recommendations and communicate best practices for success.

A member of the e-PlanSoft Implementation team will be available for on-site go live support including answering user product questions, assisting with customer questions, triaging any product issues (should they arise) and work with additional e-Plan staff to find a resolution if one is required.

Following the soft launch period, the project team should meet to evaluate *Lessons Learned*, implement any necessary changes in procedure and confirm their effectiveness prior to formal go-live.

Go-Live Communication

When announcing a formal Go-Live date to launch electronic plan review services, we recommend the following:

- Update Client website.
- Conduct Workshop events for training customer on preparing the plan review documents to meet submittal recommendations.
- Publish testimonials from the customers who participated in the soft launch.
- Work with our Marketing Department for any announcements.

Project Change Management

The purpose of Project Change Management is to define the process that will be utilized by the project to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project scope and critically examined within the context of project scope, cost, and schedule management.

The purpose of Project Change Management is not to eliminate change, but rather to define a process allowing the proposed changes to be properly identified, evaluated, and escalated as necessary. The Change Order Process is defined anything that changes the Statement of Work, duration of the project or contract values. The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either e-PlanSoft or the Client that further clarify impact or deviate from the approved SOW or MSA. The e-PlanSoft Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

- All requests must be submitted in writing to the e-PlanSoft Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mails will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with the investigation. If the investigation is rejected, then the Change Order request is considered rejected and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The Client is responsible for completing any additional paperwork required as a result of this change (i.e. internal contract change documents).
- In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.
- Based on the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, the Change Order request is considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved Change Order will become part of the overall agreement and an amendment to the SOW. The amended SOW will become the new baseline document upon which any new changes will be based.
- Hourly rates defined in your Purchase Order/Sales Order will apply.

e-PlanSoft

Sample Change Order Form

Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)
Urgency Level: ☐ High ☐ Medium ☐ Low

Project Name and Control NUMBER:
Requestor:
Organization:
Date of Request:

Description of Change

Impact of Change(s):
Impact on Resources:
Impact on Schedule:
Impact on Requirements:

220 Technology Dr. Ste 110, Irvine CA. 92618 | www.eplansoft.com | 1-877-654-EPLAN

Impact on Cost:

Assumptions / Risks

Alternatives to Proposed Change(s) (if any)

SUMMARY of Total Impact of Change
Resources:
Schedule:
Requirements:
Cost:

Sub-Contractor Approval

_____   Date _____

Client Approval

_____   Date _____

Section IV: Sales Quote

EPLANSOFT REVIEW SUBSCRIPTION QUOTE

QUANTITY	UNIT(S)	DESCRIPTION	COST	EXTENDED COST
1	License	e-PlanREVIEW – Unlimited Subscriptions	$ 60,000.00	$ 60,000.00
1	License	e-PlanSoft - goPost Portal	$ 10,000.00	$ 10,000.00
			Subscription Fee Sub-total	$ 70,000.00
IMPLEMENTATION, TRAINING				
40	Hours	Project Management	$ 200.00	$ 8,000.00
40	Hours	EPR Deployment, Set Up and Configuration	$ 200.00	$ 8,000.00
1	Day(s)	User Training (On-Site Optional)	$ 1,600.00	$ 1,600.00
1	Day(s)	Virtual Project Kick Off and Workshop (On-Site Optional)	$ 1,600.00	$ 1,600.00
			Implementation Sub-total	$ 19,200.00
			Subscription and Implementation Fee Total - Year 1	$ 89,200.00
Year 2 fee				
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 63,000.00	$ 63,000.00
1	License	e-PlanSoft - goPost Portal	$ 10,500.00	$ 10,500.00
			Subscription Fee Total - Year 2	$ 73,500.00
Year 3 fee				
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 66,150.00	$ 66,150.00
1	License	e-PlanSoft - goPost Portal	$ 11,025.00	$ 11,025.00
			Subscription Fee Total - Year 3	$ 77,175.00
Year 4 fee				
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 69,457.50	$ 69,457.50
1	License	e-PlanSoft - goPost Portal	$ 11,576.25	$ 11,576.25
			Subscription Fee Total - Year 4	$ 81,033.75
Year 5 fee				
1	License	e-PlanREVIEW - Unlimited Subscriptions	$ 72,930.38	$ 72,930.38
1	License	e-PlanSoft - goPost Portal	$ 12,155.06	$ 12,155.06
			Subscription Fee Total - Year 5	$ 85,085.44
			Total 5 Year Investment	$ 405,994.19

This Quote is governed by the e-PlanSoft Master Services Agreement.
*Subscription License fees are charged annually and include cloud hosting, feature releases, product updates, user documentation, telephone, email, and online support.
*Subscription License Fees are subject to an annual adjustment of 5%.
*Subscription fees are due at time of signing.
*Travel expenses & Per Diem billed at Cost.
***This Quote is valid for 60 days.

Section V: Payment Schedule

Payment Schedule

Contract Signed - Year 1

e-PlanREVIEW - Subscription fee		**$60,000.00**
goPost Public Portal Subscription		**$10,000.00**
Total License Fee (Due at Signing)		**$70,000.00**

Professional Services

Contract Acceptance (Due at Signing)	20%	$3,840.00
Discovery Milestone	15%	$2,880.00
EPR Configuration Milestone	15%	$2,880.00
Training Milestone	15%	$2,880.00
UAT Milestone User	15%	$2,880.00
Go Live - Client Signoff	20%	$3,840.00
Total Professional Services		**$19,200.00**
Total Year 1 Project Fee		**$89,200.00**

*e-PlanREVIEW & GoPost subscriptions Due on date of contract execution.

*Professional services invoiced upon milestone completion.

*Yearly Subscription Fees due on anniversary of contract signing.

e-PlanSoft™

Schedule C: Sales Order Form

This Order Form incorporates and is subject to the terms and conditions of the Master Licensing Agreement.
Service details are set forth in Exhibit A, Scope of Service.

Primary Customer Contact:

Bill To:
Name: Garden Grove
Address: 11222 Acacia Parkway
Garden Grove, CA 92840

Contact: Alana R. Cheng
Email: alanac@ggcity.org
Phone: 714-741-5998

Subscription Software as a Service:
ePlan REVIEW – Unlimited Users

Services: 80 hours

Order Form Effective Date: Date of Signature _____2021

Term: The term is five years following the Order Form Effective Date. Thereafter, the term of this Order Form automatically renews for successive one year periods, each commencing with an anniversary of the Order Form Effective Date ("**Renewal Periods**"), unless either party notifies the other of its intent not to renew at least 90 days prior to the start of any Renewal Period.

Payment Terms: Agreed upon payment terms as listed in Garden Grove's RFP.

Purchase Order Information: Is a Purchase Order (PO) required for the purchase or payment of the Products and Services listed on this order form? (Customer to complete)

[   ] No
[   ] Yes – Please complete below

PO Number:
PO Amount:

FEE SCHEDULE: See quote		
Annual License Fee	$70,000	Payment is due in full upon execution of this Order Form.

Project Management, Implementation and Training Services	$19,200

2416515
Rev: 12/1/2020

EXHIBIT "B"

9

Section IV: Sales Quote

EPLANSOFT REVIEW SUBSCRIPTION QUOTE

QUANTITY	UNIT(S)	DESCRIPTION	COST		EXTENDED COST	
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	60,000.00	$	60,000.00
1	License	e-PlanSoft - goPost Portal	$	10,000.00	$	10,000.00
			Subscription Fee Sub-total		$	70,000.00
IMPLEMENTATION, TRAINING						
40	Hours	Project Management	$	200.00	$	8,000.00
40	Hours	EPR Deployment, Set Up and Configuration	$	200.00	$	8,000.00
1	Day(s)	User Training (On-Site Optional)	$	1,600.00	$	1,600.00
1	Day(s)	Virtual Project Kick Off and Workshop (On-Site Optional)	$	1,600.00	$	1,600.00
			Implementation Sub-total		$	19,200.00
			Subscription and Implementation Fee Total - Year 1		$	89,200.00
Year 2 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	63,000.00	$	63,000.00
1	License	e-PlanSoft - goPost Portal	$	10,500.00	$	10,500.00
			Subscription Fee Total - Year 2		$	73,500.00
Year 3 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	66,150.00	$	66,150.00
1	License	e-PlanSoft - goPost Portal	$	11,025.00	$	11,025.00
			Subscription Fee Total - Year 3		$	77,175.00
Year 4 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	69,457.50	$	69,457.50
1	License	e-PlanSoft - goPost Portal	$	11,576.25	$	11,576.25
			Subscription Fee Total - Year 4		$	81,033.75
Year 5 fee						
1	License	e-PlanREVIEW - Unlimited Subscriptions	$	72,930.38	$	72,930.38
1	License	e-PlanSoft - goPost Portal	$	12,155.06	$	12,155.06
			Subscription Fee Total - Year 5		$	85,085.44
			Total 5 Year Investment		$	405,994.19

This Quote is governed by the e-PlanSoft Master Services Agreement.

*Subscription License fees are charged annually and include cloud hosting, feature releases, product updates, user documentation, telephone, email, and online support.

*Subscription License Fees are subject to an annual adjustment of 5%.

*Subscription fees are due at time of signing.

*Travel expenses & Per Diem billed at Cost.

***This Quote is valid for 60 days.

Section V: Payment Schedule

Payment Schedule

Contract Signed - Year 1

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Professional Services

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EPR Configuration Milestone	15%	$2,880.00
Training Milestone	15%	$2,880.00
UAT Milestone User	15%	$2,880.00
Go Live - Client Signoff	20%	$3,840.00
Total Professional Services		**$19,200.00**
Total Year 1 Project Fee		**$89,200.00**

*e-PlanREVIEW & GoPost subscriptions Due on date of contract execution.

*Professional services invoiced upon milestone completion.

*Yearly Subscription Fees due on anniversary of contract signing.

CONTRACTOR AGREEMENT

THIS AGREEMENT is made this_____day of_____, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Civos, Inc. (Civos)** herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _____.

2. CITY desires to utilize the services of CONTRACTOR to provide the City with **the installation, implementation, and full data conversion of the existing PermitCity software to a new upgraded building module called "Viva Civic" which will be including but not limited to, on-line permitting for Planning, Building, and Engineering services.**

3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** This Agreement shall cover services rendered from date of this Agreement for a **total performance period of five (5) years**, with an option to extend said agreement and additional four (4) years, unless otherwise terminated per Section 3.5. Option years shall be exercised one (1) year at a time, at the sole option of the CITY.

   This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the Scope of Work, which is attached as Exhibit "A", and is hereby incorporated by reference.

2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist the services as further specified in CONTRACTOR'S description of service attached hereto Exhibit "A" and incorporated herein by reference and all the requirements specified in the City's Request for Proposal attached hereto as Exhibit "D". CONTRACTOR agrees that its provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONTRACTOR'S profession.

1

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 AMOUNT. Compensation under this Agreement shall be per Payment and Fee Schedule.

3.2 Not to Exceed. Compensation under this Agreement shall not exceed (NTE) amount of **One Hundred Thousand Dollars ($100,000.00), one-time cost,** payable in accordance with the Fee Schedule in Exhibit "B".

3.3 Payment. For work under this Agreement, payment shall be made per invoice upon milestone completion. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on subscription quote and payment schedule included.

3.4 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.5 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

2

(a) Commercial general liability in an amount of $2,000,000.00 per occurrence **(claims made and modified occurrence policies are <u>not</u> acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of $1,000,000.00 combined single limit **(claims made and modified occurrence policies are <u>not</u> acceptable);** Insurance companies must be acceptable to   CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(c) Professional liability in an amount not less than $2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

3

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Disclosure of Documents**. All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.

10. **Conflict of Interest.** CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

4

a. (Contractor)
Civos, Inc.
Attention: Massoud Abolhoda
714 East Micheltorena Street
Santa Barbara, CA 93103

b. (Address of CITY)   (with a copy to):

Attention: Alana Cheng
City of Garden Grove   Garden Grove City Attorney
11222 Acacia Parkway   11222 Acacia Parkway
Garden Grove, CA 92840   Garden Grove, CA 92840

10. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

5

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONTRACTOR.

20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

\ \ \ \

(Agreement Signature Block on Next Page)

6

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By:_____
              City Manager

ATTESTED:

_____
        City Clerk

Date: _____

"CONTRACTOR"
Civos, Inc. (Civos)

By: _____

Name:_____

Title:_____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date:_____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

_____
      Date

7

EXHIBIT "A"

Description of Services
Scope of Work

8

DESCRIPTION OF SERVICE

Scope of Work for Building and Citizen Access System

The scope of work to be performed by Civos Inc.:

Civos Inc. to provide following services in addition to hosting, support and maintenance outlined in the agreement.

- Install the Building module of Viva Civic and include Building and Engineering permits identified below.
- Customize the software in accordance with the City permitting and inspection workflows processes.
- Update and implement fees in the software solution according to the City fee schedule.
- Convert and import existing data from PermitCity software.
- Accept web applications for permit types, including all current on-line self-service permit application functionality.
- Issue permits and interface with City's cashiering system, including deposits, refunds, voids, and returned payments.
- Allow the public to pay invoices Check and Credit Card (for limited amounts) using the City's contracted payment processor, FIS.
- Allow public to self-schedule inspections using existing web method or similar
- For public self-scheduling, set a number of inspection slots available for each calendar day.
- The City requires real-time full read-only access to the City's data in the database and any file attachments, outside of the application (when applicable, AND in coordination with Viva Civic technical staff). The City is familiar with cloud technologies, including AWS and AWS GovCloud. The ability to update data through the database or web-API is also highly desired.
- Provide four (4), two (2) hour on-line training sessions for City Staff.
- Host the system on EC2 Amazon, provide all required security and back-up system.
- Integration with Green Halo System

Permit Type:

Building

- Commercial
- Residential
- ADU/ JADU
- Mechanical (RES/COM)
- Electrical (RES/COM)

- Plumbing (RES/COM)
- Address
- Cell Site
- Reroof
- Solar
- Fire Sprinklers/ Suppression
- Fire Alarm
- Community Events
- Special Events
- Sign

Engineering

- Grading Water meter
- Sewer lateral
- Backflow preventer
- Flood zone
- Right-of-Way (ROW)
- Transportation

Applications Types:

Planning

- Land Use Application
- Preliminary review application
- Preliminary use application
- Lot Line Adjustmenet
- Density Bonus Application
- SB35 Application

EXHIBIT "B"

FEE SCHEDULE

Exhibit B

Civos cost proposal for the City of Garden Grove Electronic Plan Review Technology and Services

One Time Cost:		
1	Viva Civic Building software (full system upgrade from Permitcity): **Includes:** 1-Building Module including Building Permits and Engineering Permits and Planning applications identified in Exhibit A 2-Citizen Access 3-Unlimited user 4- Four 2-hr online training included *** Important, please note the following limitation and additional cost a-Includes up to 10-terabyte storage for storing attachments, additional space will be provided at the cost. b- Cost of credit card processing to be paid by the city. c-This price does not include any applicable taxes, we do not expect any since we are providing services.	$75,500.00***
2	Customization, Implementation, installation and project management :	Included
3	Integration with 3rd party software identified in the RFP	$24,000.00
4	Data Conversion from Permitcity	Included
5	Additional on-line training	$500 per 2 hour
	TOTAL ONE-TIME COSTS For Full system upgrade	**$99,500.00**
Reoccurring cost:		
6	Annual support, hosting and maintenance 5% increase in year 2 and 10% increase yearly for years 3 to 7	$25,0000/year
7	Additional professional services and programming beyond the scope of this proposal	$200/hr.

Payment Terms:		
	• 20% at start of project initiation • 25% at completion of minimum viable product • 25% completion of Data Conversion • 30% at completion of project	

EXHIBIT "C"

PERFORMANCE OBLIGATIONS

10

EXHIBIT C

PERFORMANCE OBLIGATIONS

I. Maintenance Contract Provisions

    A.   Scheduled hardware and software maintenance will be coordinated with Client staff and occur off normal business hours. Maintenance windows will be kept to the minimum length necessary to complete work. Client accessibility may be impacted due to scheduled maintenance. The Client facing site will always present the Client with a maintenance message during maintenance.

    B.   Civos will provide:
      a. Support for server hardware
      b. Support for software all software necessary for the Civos system including the operating system and any third party software necessary for the permit system.

II. Hosting Contract Provisions

    A. Pursuant to the terms herein, Civos agrees to provide Hosting Services for the Client's permitting system ("Hosting Services"). Civos will provide Hosting Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Contract. Hosting Services are defined as the storage of Client permit system on the Civos' hardware at either the Civos' site, or Client facilities as preferred by the Client. In the event of a decision to change site, Client will notify Civos and schedule a transition which allots Civos two weeks preparation. Downtime will be minimized to the extent possible.

    B. With regard to Hosting Services, the Parties agree to the following:

      (a) Civos shall provide a web based application as described above.

      (b) Civos will host Client site on a device configured with all software necessary for standalone operation of the application. This will include an industry standard x86-based rack-mount server, operating system, Postgres database software, Apache web server software, and all application layer software. Civos will maintain all software such that the application will function as a black box for the purposes of the Client. Licensing of all software running on the device will be maintained by the Civos.

      (c) Civos will backup Client site at least once every 24 hours backup, with a weekly backup kept for 4 weeks and a monthly backup kept for 1 years or other similar schedule mutually agreed upon. Redundant site will be on hot standby in a geographically distinct location. Business resumption transition will occur to the hot standby within four hours during normal business day.

(d) Civos shall not be responsible for the Client's direct internet access or latency within the Client's SMTP email system. Logs of all email notifications sent by the application will be made available to Client staff. In the case of catastrophic failure of a network connection, business resumption hot standby site will be activated.

(e) Client agrees not to use any process, program or tool for gaining unauthorized access to the accounts of other Civos Clients or account holders or other Civos systems. Client agrees not to use Civos services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Civos hosting services at Civos' discretion.

(f) Any misuse of Civos resources that disrupts Civos's business is considered abuse and will not be tolerated. Examples of misuse include but are not limited to the display of pornography, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner ("Spam"). Such conduct will result in immediate termination of hosting services at Civos's discretion.

(g) Client agrees not to use Civos services in a manner in which system or network resources are denied to other Civos clients, Clients or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

III. Service Level Contract Provisions

    A.   Civos shall provide, in exchange for payment of fees and compliance with the terms and conditions of this Contract, a Service Level Agreement as described below.

    B.   Technical Support. A Civos technician will be available during "Normal Business Hours" (8 a.m. to 5 p.m. Pacific Time Monday through Friday, excluding Client holidays) to take Client calls, faxes, or e-mails. Client may contact the Civos using one of the following methods during normal business hours:
1. Direct phone contact with the technician
2. Civos' Voice Mail System
3. E-mail

During times other than normal business hours, Civos personnel are available by phone to respond to Service Level 1 Errors pursuant to Schedule B-1. An emergency telephone number will be provided to designated Client personnel.

    C.   Contact Tracking. Once contacted, the Civos' technician opens a "ticket" with the following information:

1. Client Personnel
2. Urgency
3. Problem with the Client providing:
    a. Screenshots / Data entry involved
    b. If issue relates to forms, data entry, or interactive components, Civos needs from Client the parameters the Client or user entered in order to generate the problem
    c. Step-by-step detail (if available) on how the problem was generated
    d. User information and approximate times during with the problem initially occurred
    e. Civos will provide further contact and problem resolution tracking information in response to problem report

SCHEDULE B-1

Service Levels

TABLE OF SERVICE LEVEL REQUIREMENTS. By way of example, but not by limitation, a compilation of the deadlines stated herein is included below for convenience of reference by the Parties.

	Level 1 Error	Level 2 Error	Level 3 Error
Initial Response Due	6 hours	8 hours	5 bus. days
Correction Required	24 hours	2 bus. days	10 bus. days
Escalation	12 hours	2 bus. days	5 bus. days

D.   **CLASSIFICATION OF SERVICES**. Services are classified as follows:

(1) Service Level 1 (**"Critical"**) : An Error, for which there is no means of Circumvention, causing (i) unrecoverable "crashes" of the Licensed Software, (ii) ongoing unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality that prevents permit processing. A Service Level 1 may be attributed to the permit software, third-party software, hardware failure, server attack, hack, or virus and may require emergency recovery from a previous backup.

(2) Service Level 2 (**"Urgent"**) : An Error causing (i) ongoing but recoverable loss or corruption of data for which there is no means of Circumvention, (ii) loss of essential Licensed Software functionality that prevents permit processing that can be Circumvented, or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented.

(3) Service Level 3 (**"Minor"**) : An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented or (ii) difficulties in the user interface.

(4) Service Level 4 **("Extra Work")** :Programming code and/or graphic changes that the Client would like Civos to perform. These changes may include changing programming logic, adding functionality or features, creating new templates, adding new graphics, or modifying existing graphics. A Service Level 4 will be billed at prevailing hourly rates.

E.   **SERVICE LEVEL CORRECTION**. Civos agrees to correct reported Service Level Requests in accordance with the following provisions. All time references below are clock hours or calendar days, unless otherwise specified.

(1)   **Service Level 1 Errors**

a.   Civos shall provide Client with a telephone number for emergency support to be used by Client at any time on a seven (7) day a week, twenty-four (24) hours a day basis to report Level 1 Errors.

b.   Civos shall provide an initial response to all Service Level 1 Errors within two (2) hours following the report of Error.

c.   Civos shall use commercially reasonable efforts to resolve Service Level 1 Errors within twenty-four (24) hours following the report of Error.

d.   Client shall provide Civos with a telephone number for emergency decision making should a business decision need to be made by Client staff during resolution of a Level 1 Error.

(2)   **Service Level 2 Errors**

a.   Civos shall provide Client with a telephone number for emergency support to be used by Client during normal business hours (7a.m. to 6 p.m., Monday through Friday, excluding Client holidays).

b.   Civos shall provide an initial response to all Service Level 2 Errors within four (4) working hours following the report of Error.

c.   Civos shall use commercially reasonable efforts to resolve Service Level 2 Errors within two (2) business days following the report of Error.

(3)   **Service Level 3 errors**

a.   Civos shall provide Client with a telephone number for support to be used by Client during normal business hours (7 a.m. to 6 p.m., Monday through Friday, excluding Client holidays).

b.   Civos shall provide Client an initial response to all Service Level 3 Requests within five (5) business days following the Request.

c.   Civos shall use commercially reasonable efforts to resolve Service Level 3 within ten (10) business days following the report of Error

Revised: 12-10-2007

(4) **Service Level 4**

    a.   Civos shall use commercially reasonable efforts to resolve Service Level 4 Requests as mutually agreed. Civos will bill Client

    b.   as provided for in this contract.

1.1.1.1.1.F. **ESCALATION PROCEDURE**. In the event Civos has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in Section E above, Civos shall initiate, at the Civos' expense, the following escalation procedures.

(1)   **Service Level 1** Errors: If a Service Level 1 Error is not corrected within twenty four (24) hours following the report of Error, Civos technicians attempting to correct the situation shall notify Director of Operations, who will immediately become personally involved in resolving the problem. Civos shall keep Client apprised of the status of its efforts to correct the Error at no less than eight (8) hour intervals. For the term of the Early Adopter program, Service Level 1 errors will also be reported upon escalation to the CEO.

(2)   **Service Level 2** Errors: If a Service Level 2 Error is not corrected within two (2) business days following the report of Error, Civos technicians attempting to correct the situation shall notify Director of Operations, who will immediately become personally involved in resolving the problem, Civos shall keep Client apprised of the status of its efforts to correct the Error at no less than two (2) business day intervals. For the term of the Early Adopter program, Service Level 2 errors will also be reported upon escalation to the CEO.

(3)   **Service Level 3** Errors: If a Service Level 3 Error is not corrected within ten (10) business days following the report of Error, Civos technicians attempting to correct the situation shall notify Director of Operations, who will immediately become personally involved in resolving the problem, Civos shall keep Client apprised of the status of its efforts to correct the Error at no less than five (5) business day intervals.

EXHIBIT "D"

REQUEST FOR PROPOSAL

GARDEN GROVE

CITY OF GARDEN GROVE

REQUEST FOR PROPOSAL

ELECTRONIC PLAN REVIEW TECHNOLOGY AND SERVICES
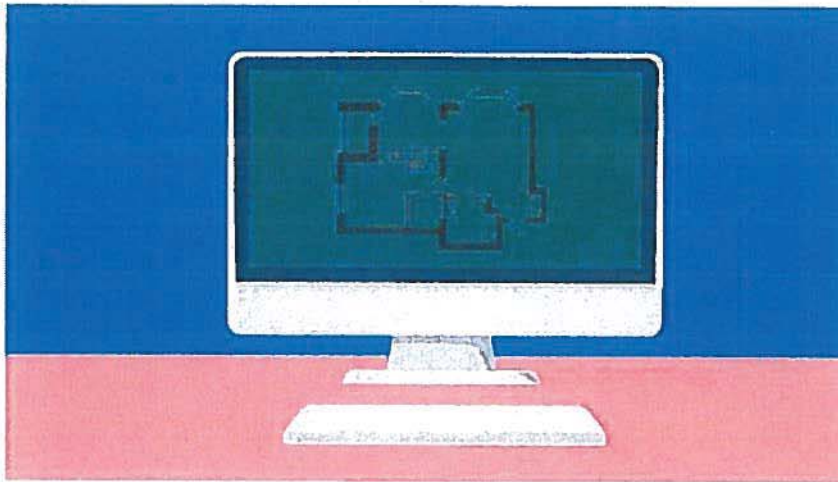
BUILDING & SAFETY DIVISION
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

RFP Circulation Date:
December 21, 2020

Proposals Submission Deadline:
No later than 5:00PM (PST), Thursday, January 21, 2021

City of Garden Grove
City Clerk's Office
11222 Acacia Parkway
2nd Floor
Garden Grove, California 92840
Attention: Alana Cheng

TABLE OF CONTENTS

NOTICE OF REQUEST FOR PROPOSALS

OBJECTIVE

The purpose of this Request for Proposals ("RFP") is to solicit competitive proposals from qualified vendors to provide electronic plan review technology and services for the City of Garden Grove ("City"). The goal is to streamline delivery of virtual development services in numerous areas to include: minimize response time; enhance customer service by speeding up communication and reduction of project delays with revisions, editing, mark-up and collaboration technology. The City's Building & Safety, Planning and Engineering Divisions have partially transitioned to BlueBeam software for plan check review. The next stage is to implement an integrated paperless system utilizing best practices, automate workflow, online portal capabilities, status tracking, mobile solutions, and other modern technology upgrades. Selection of the preferred vendor will be based on various evaluation criteria, primarily how well the proposed solution will meet the City's overall functional requirements. All proposals must contain the requisite information outlined in the RFP.

DUE DATES

The responses to this RFP are to be received no later than 5:00PM (PST) on **Thursday January 21, 2021** to the City Clerk's Office located at 11222 Acacia Parkway, 2nd Floor, Garden Grove, California, 92840. Details of full submittal requirements are detailed in Section E of the RFP. It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing time, as late proposals and non-responsive proposals will not be accepted.

RFP INQUIRIES

All inquiries, questions, and requests for information related to this Request for Proposal should be directed to Alana Cheng, Senior Management Analyst via email at alanac@ggcity.org and will only be accepted through 5:00 p.m. (PST) on **Thursday January 7, 2021.**

A. INTRODUCTION

The City of Garden Grove is located in Orange County where it has managed to maintain its small town ambience while still offering close proximity to entertainment destinations and tourism. The City is a full-service city with a Council-Manager form of government. It has more than 509 full-time employees, who deliver quality municipal services to over 172,000 residents. The City has an Operating Budget of $263 million and a Capital Improvement Budget of $25 million.

The City's Community and Economic Development Department provides a broad spectrum of services to the community in areas of Building & Safety, Planning, and Economic Development. This Department also manages, reviews, and approves development plans for all properties located within the City boundaries.

B. BACKGROUND

Within the Community and Economic Development Department, the Building & Safety Division is responsible for providing construction plan review services in order to ensure the safety of building occupants within homes, work places, and other buildings constructed within the City. The review of the construction plans is critical to providing the level of safety expected at the earliest and most cost effective time, when the project is in the review stage.

The City's building plan review activity has steadily increased and in FY 2019-20, a total of 3,055 building permits were issued. With the onset of COVID, transition of technology to automate and digitize the plan review process became immediate, resulting in the need for both the Planning and Building & Safety Divisions to collectively create digital paperless plan review procedures to maintain the level of service and acceptable turnaround time frames. During COVID from early March 2020, development activity continues to be moving forward, and the demand for review services for construction projects has seen increased demand and need for remote, and web-based access.

To this end, the City of Garden Grove is seeking an experienced vendor to provide an integrated system to enhance and/or replace, and transfer all functionalities and data from the existing PermitCity system, and improve integrations between current application systems. PermitCity is a custom software in which the City utilizes for permit issuance, permit tracking and inspection tracking.

Overall, the ideal solution would improve current and future inter-departmental coordination and support automation of all plan-review, permit issuance, and inspection processes. Additional option items to enhance plan review functions and provide custom application services, as well as the option for full replacement of PermitCity will be considered, contingent upon budget limitations.

C. SYSTEM FUNCTIONALITY REQUIREMENTS

The City seeks to install the system utilizing the vendor to provide all services, including software, installation, process discovery, training, project management, interfaces, and conversion assistance, integration to payment processor, periodic upgrades, and annual maintenance and support.

The City seeks an integrated enterprise system, including the following primary functionality (modules). This list is not intended to be all-inclusive/exclusive or in any particular order.

1. **Application/Submittal Dashboard**
   a. Include multiple email contacts to receive notifications
   b. The ability to attach applications, forms, and required documents for the applicant and staff usage.
   c. The ability to prevent full submittal until all required forms are attached to the application.

2. **Pre-Application Review (Planning/Building/Engineering)**
   a. Include project approval status tracking
   b. Include capability to set due dates, reminder notifications, and the ability to manually adjust both items/ add notes.
   c. Include function for coordination/request for encroachment permits, cell sites, and traffic control plan submittal.

3. **Plan Review**
   a. The capability to mark-up submitted plans and documents with the ability to apply a digital approval stamp.
   b. On and off site storage capability for project access and archiving. (Max capacity, and storage duration)
   c. Include document versioning and searchable comment library
   d. Include ability to collaborate with all departments and outside agencies
   e. Include a function to automatically notify the Building Division when other departments approve or have corrections (this is important when related to electricity, sewer, and water hook up).

4. **Online Permitting**
   a. Include automated notification to applicants
   b. Include automated notification to see attached corrections when required
   c. Include batch stamping tools and/or color-coded identification
   d. Include ability to link existing permits to new permits (i.e. SFD main address permits linked to all ADU or driveway permits with different addresses).
   e. Include invoice creation (automation of developer fees) and integration with City's online payment processor.

5. **Planning Projects**
   a. Includes ability to redistribute and assign to multiple planners

6. **Inspection Scheduling**
    a. Allow requesters to self-request inspections online.
    b. Allow for requests for future time slots.
    c. Allow for requests for "next available" inspection for specialties like engineering, environmental, or outside entities.
    d. Inspection results feedback.

7. **Reporting**
    a. By project type
    b. By time frame
    c. Project Value
    d. Ad-hoc reporting to underlying data sources

Optional Items

(List under a separate cost and add-on component or task)

The City desires the ability to select from additional Option Items for:

1. **Code Enforcement.** Code Enforcement tracking services including but not limited to code enforcement inspection scheduling, code violation permits, and online complaint tracking and management.
2. **Custom Plan Review Features.** Additional enhancement of plan review functions and/or provide additional custom application services, as needed.
3. **Full System Upgrade.** Full replacement of PermitCity including integration of our interfaces with current external systems, payment processing, and our cashiering system.

D. START AND COMPLETION OF WORK

The selected vendor will be required to enter into the City's standard Professional Services Agreement (See Attachment No. 1). Any contract resulting from this RFP shall not be effective unless, and until, approved by the City Manager. Upon approval, the contract shall be effective upon execution by both parties within 45 days after the award of the contract.

1. <u>RFP Schedule</u>. The following timeline applies to this RFP, however, the City reserves the right to **change or alter the estimated dates and process, as deemed necessary.** The anticipated schedule for this process is as follows:

Description	Tentative Schedule
RFP circulation date	December 21, 2020
Exceptions and Questions to RFP	5:00PM (PST), January 7, 2021
Addendum date	January 14, 2021
Deadline for receipt of proposals	5:00PM (PST), January 21, 2021
Rating and Evaluation Process	January 25 – February 5, 2021
Final Selection, Interviews, or Negotiations	February 8 – February 11, 2021
Projected award date	February 18, 2021

***NOTE: City Hall is open on alternate Fridays only–holiday closure December 24-January 1. Closed January 15, 18, 29, February 12, 15, 26. ***

E. FORMAT, REQUIREMENTS, AND SUBMITTAL DEADLINE

This **Section E** defines the proposal format to be used by respondents. All proposals shall be submitted in the format outlined herein. Any proposal that does not comply with the requirements in the sole opinion of the City, may be rejected. The City of Garden Grove will receive competitive proposals from vendors having specific experience and qualifications in the areas identified in this RFP. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the vendor that best meets the proposed needs at a reasonable price, not necessarily the lowest price.

Please submit **five (5)** color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposals should be sealed and clearly marked as **"Electronic Plan Review Software and Services"**. Proposed fee structure shall be submitted in a separate sealed envelope and clearly marked as **"Fee and Service Structure"**. The proposals shall include the name of the respondent.

Proposals sent by telephone, e-mail or facsimile will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the respondent in the preparation of the response to this RFP is the sole responsibility of the respondent, and will not be reimbursed by the City. The City will not be responsible for any costs or obligation of any kind that may be incurred by the respondent.

To be considered for selection, submit the following information in keeping with the following format and identifying each item by number and letter:

1. Letter of Introduction
   a. Briefly describe the vendors' firm; name, address, e-mail, and phone number of the contact person as well as a summary of the respondent's understanding of the scope of services.
   b. The letter should be signed by an officer of the respondent's firm authorized to bind the firm to all commitment made in the proposal.

2. Experience and Qualifications
   a. Identify primary project lead, team members and include their phone numbers and e-mail addresses.
   b. Describe relevant experience and qualifications involved in providing such services.
   c. Describe past performance in completing projects of similar type, size, scope and complexity.

3. Contract Term and Schedule
   a. Term of contract shall be five (5) years.
      i. Provide options for two (1) year extensions.
   b. Provide a comprehensive schedule for software deployment.

4. RFP Responses
   a. Provide proposal detail for System Functionality Requirements (See Section C)
   b. Provide proposal detail for Specific Response Requirements (See Section G)

5. References
   Provide at least two (2) municipal agency references (in the last three (3) years) that may be contacted for verification of the respondent's experience and qualifications.

6. **Fee and Service Structure (submitted in a separate sealed envelope)**
   a. **Fee and Service Structure for the initial set up and installation cost**

b. **Breakdown of any direct and indirect cost including but not limited to:**
   i. **On-premise project costs, training costs, interface cost, conversion costs, modification costs, and annual maintenance and service costs/fees.**

Final proposal submittals are to be received by the City Clerk's office no later than 5:00 PM (PST) on Thursday, January 21, 2021 to the City of Garden Grove, City Clerk's office, 2nd Floor, 11222 Acacia Parkway, Garden Grove, CA 92840. Attention: Alana Cheng

Questions regarding this RFP shall be submitted via email to: Alana Cheng, Questions will only be accepted through 5:00PM (PST) on Thursday January 7, 2021.

F. EVALUATION CRITERIA AND SELECTION PROCESS

The City reserves the right to select the vendor who best meets the overall needs of the City, based primarily on the following evaluation criteria:

- The overall capability to provide the required software features and capabilities
- The flexibility of the application software, including the availability of tools to allow a beginner user to perform ad hoc analysis and reporting.
- The amount of vendor support that will be available for installation, conversion, training, on-going modifications, and software support.
- The total cost of the system over a 5-10 year period, including direct and indirect costs.
- The expandability of the proposed solution, including the ease of upgrading the proposed system by adding components to accommodate future needs.
- Adherence to the requested information specifications and thoroughness of the proposal, as well as the overall format of the presentation.
- The financial stability, longevity, and strength of the vendor.
- Future technology direction (major changes in architecture, database, platforms, languages, etc.)
- The internal controls provided within the system which prevent unauthorized access to data and provide adequate audit trails.
- The capability to perform required conversions of existing data files as needed.
- The seamless integration of the various system modules and ability to meet the interface/integration requirements noted in this RFP.
- Ease and intuitive use of software interface (for both internal staff and web customers).
- Availability and ease of use of mobile and online applications.
- Ability to meet contract and insurance requirements.

A review will be conducted to evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The

Review Committee will rank the proposals prior to selection. The City reserves the right to request additional information or materials from responders if necessary to determine the winning proposal.

Following the review of the proposals, the City may further invite a firm(s) to formally meet with City representatives/project team prior to making final determination to address additional inquiries by the City and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include the finalization of terms in regard to service agreements and costs. The City of Garden Grove retains the right at its sole discretion to select a vendor.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review.

The City reserves the right to cancel or review any section of this RFP prior to the date proposals are due including, but not limited to: evaluation criteria, selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified. The City also reserves the right to extend the date by which proposals are due or awarded at any time.

G. SPECIFIC RESPONSE REQUIREMENTS

Include the following items in the order listed below in your response to this Request for Proposals (RFP).

During the assessment phase of the project, key requirements were discussed regarding alternate information management solutions. Following is a list of specific concerns of the City. Please respond to each issue regarding how the proposed solution and system will satisfy each concern.

1. **Programming Languages:**

   Provide information on all programming languages and technology platforms used for each proposed application/module.

2. **Operating Systems:**

   Provide a description of all proposed server and client systems used by each of your products, applications, and modules and describe which server software option is being proposed (include server software name, year, and version).

3. **Database:**

   The City expects the information system to be based on a database. The City's preference is Open Source or standard database technologies. Briefly describe the database platforms available in the use of your products and which databases are being proposed (include system name, and versions).

4. User Interface Configurations:

The City desires to move forward with advancing technologies and therefore prefers a solution that is web standards based. Please describe your client architecture.

5. Reporting Capabilities:

Please provide information on overall system/solution reporting capabilities (i.e. canned reports, financial reporting, ad hoc reporting, executive dashboard, etc.)

6. Electronic Content Management Capabilities:

    a. Provide information on your content management capabilities and options, including integration to third party ECMS solutions.

    b. If your solution offers standard integration with any ECMS solutions, please list them and describe the integration capabilities.

7. Application Security:

    a. Describe application and user security features/capabilities.

    b. Indicate any special security features (e.g., user security, function security, file security, field-level security, etc.) provided by the software.

    c. Confirm your support of single sign-on, and multi-factor authentication capabilities.

8. Application Software Functionality Requirements:

    a. The proposed software should demonstrate an online, integrated method of processing the noted application modules and allow for immediate update of all information. Access to information in either summary or detail should be obtained easily and intuitively. The proposed software's data entry screens should be designed to facilitate rapid data entry.

    b. For each application software module proposed, indicate whether your organization developed the module, or if the module is available because of a third-party relationship that has been established with another vendor.

9. Software Upgrades:

    a. Please describe your software versioning and update policies/practices. Including, how often you issue updates (new versions) and whether new versions are provided as part of your annual maintenance and support fees.

    b. Please explain the process of installing update patches and service packs.

    c. Please provide all costs related to the update items.

10. Hosted/SaaS Model:

    a. Please note if your solution can only be deployed in an on-premise environment.

    b. Please note if your solution can only be deployed as a hosted/SaaS environment.

    c. Please note if your solution can be deployed as both on-premise and hosted.

11. Hardware Requirements:

    a. Please provide all hardware specifications, including servers, workstations, and other equipment. Include estimated costs (if applicable).

12. Existing Integrations with Building Permit System:

With the current PermitCity system, the City can read, write and extend the database. A number of in-house integrations have been written around the database including:

1. Inspection request IVR System - NOT REQUIRED. City is discontinuing this service.
2. Web based inspection request (in-house).
3. Cashiering (in house, web based system known as "Webtill"):

    a. Existing permit system issues invoice with fee codes, amounts, and descriptions. Invoices are issued for plan checks and permits.

    b. Cashiering system makes web request for invoice details and status.

    c. After payment is processed, payment details are posted back to permit system.

    d. Permit is printed for cashier.

4. Online permits (in-house)

    a. Web application collects location, applicant, contractor information, and permit details. Notifies staff of application. For simple permits, (reroof, water heater, inside electrical, plumbing, and service panel upgrades) prepares invoice in permit system.

    b. After staff approval and invoice is emailed to the customer with an online payment option.

    c. Upon online payment permit is emailed to the customer and invoice is posted to the cashiering system.

    d. Staff can also email invoices for payment to customers for invoices manually in the permit system.

5. Address management system (in-house).
6. Green Halo Construction Waste Management System.
7. Various maps and housing reports (in-house).
8. Public building permit look-up (in-house).
9. Scanned permit archives (in house).

13.Cost Considerations:

    a. Initial one-time costs for hardware (if applicable), implementation, training, software licensing, travel, and related costs, etc. , must be included with the price proposal.

    b. Recurring annual costs should be described in the proposal, clearly stating what is included (e.g. application upgrades, state/federal reporting requirements, hours of support, etc.)

    c. The City prefers unlimited telephone support. If 24/7 telephone support is available, price proposals should clearly indicate total recurring costs for that support option.

    d. If after-hours support is only available at an hourly rate, this should clearly be indicated.

    e. The objective is to have **no hidden or unexpected costs.**

14.Mobile Field Computing:

    a. Please describe your solution's mobile field computing options, including full application access through wireless VPN connectivity (i.e., no vendor software required), mobile field application for use with laptops, or mobile field applications with use of tablets (e.g., iPads, Microsoft Pro, etc.)

15.Telephone and Other Support:

    a. Please describe all support services available from your company, specifically address the following:

        i. Normal hours of availability

        ii. Website support information

        iii. Remote system access capabilities

        iv. Quality assurance program(s) or procedures

        v. Other support services

        vi. Service-Level Agreements (SLA)- response time (by priority), escalation process, and other metrics

16.Implementation Methodology:

    a. Please describe your implementation methodology with milestones and timeframe.

    b. Please include a preliminary implementation schedule for all applications, including the required time for system and application training, program testing, and conversion (if needed).

    c. Please include how you expect to sequence the installation of the various application groupings.

17. Conversion Costs:

    a. The City anticipates possible electronic data conversions, depending on cost. Please include an estimated range of costs for data conversions for each application, if available, and a description of data that would be typically converted.

18. Training and Education:

    a. Please provide your consulting and training options, including (on-site, and off-site), online (group and/or self-paced), training videos, and manuals.

    b. Please include all training for all required staff, users, and support group training options.

19. Project Management:

    a. The City will identify a designated project manager and expects the vendor to do the same.

    b. Please include recommended vendor project management costs in the proposal and describe, in detail, services to be provided.

20. Subcontractor and Third-Party Relationships:

    a. Please describe any subcontractor relationships and/or third-party providers that will be used for this implementation.

    b. NOTE: If a vendor chooses to partner with a third-party vendor to address some requirements, this must be clearly stated in the response. Be specific when describing applications and the third-party vendor-solution provider. Third-party vendors will be required to demonstrate their portion of the application solution along with all other required information being provided by the prime vendor.

21. Customer Implementation Responsibilities:

    a. Please describe and/or provide a list of the typical customers' responsibilities versus what the vendor provides.

22. Vendor/Reseller Information:

    a. Please describe your research-and-development approach and process.

    b. If you are a software reseller/partner, please provide the same company, customer demographics, and reference information for your specific company in addition to the software vendor's information.

    c. If your proposed solution belongs to a parent/consolidation company, only provide customer base figures and references for the proposed solution.

H. ADDITIONAL INFORMATION

Respondents are cautioned that any oral statements made that materially change any portion of this solicitation are not valid unless subsequently ratified by a formal written amendment to this RFP. No questions that may materially change any portion of this solicitation will be accepted during the seven calendar days prior to the time and date set for receipt of proposals.

Applicable Laws Shall Apply

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The company awarded the contract shall comply with applicable Federal, State, and local laws and regulations.

Collusion among Respondents

Each respondent, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of State and Federal law.

Exceptions

A respondent taking exception to any part or section of this solicitation shall indicate such exceptions in a separate section of the submitted proposal – such section shall be entitled "Exception of Conditions." Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements of this RFP as written.

Expenses Incurred

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to Public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or are otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. It is the responsibility of each respondent to clearly identify information in their proposal that it considers to be confidential under the California Public Records Act. To the extent the City agrees with that designation, such information will be held in confidence whenever possible. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed by City to be required by law or ordered by a court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action involving a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", the respondent agrees, upon submission of its proposal for the City's consideration, to defend and indemnify the City from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Late Submissions

Any proposal received at the place designated in this RFP after the time specified for receipt will not be accepted or considered.

Nonconforming Terms and Conditions

Any proposal that includes terms and conditions that do not conform to the terms and conditions in this RFP is subject to rejection as non-responsive. The City of Garden Grove reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the City of Garden Grove Council to award a contract.

Withdrawal of Proposal

Respondents may withdraw all or any portion of a proposal at any time during and after the review and award process, up to ratification of an agreement between the City of Garden Grove and the designated agency.

Withdrawal of Request for Proposal

The City of Garden Grove retains at all times the right to cancel or withdraw this RFP, to refuse to accept a proposal from any respondent, and to modify or amend any portion of this RFP.

Insurance Requirements

Proposals must include certification that Proposer can provide proof of the following insurance requirements:

COMMENCEMENT OF WORK. Proposer shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the City. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the City of any material change, cancellation, or termination at least thirty (30) days in advance.

1. INSURANCE AMOUNTS. Proposer shall maintain the following insurance for the duration of this Agreement:
   a. Commercial general liability in an amount not less than $2,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.
   b. Automobile liability in an amount not less than $2,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.

For any claims related to this Agreement, Proposer's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall by excess of the Proposer's insurance and shall not contribute with it.

If the Proposer maintains higher insurance limits than the minimums shown above, Proposer shall provide coverage for the higher insurance limits otherwise maintained by the Proposer. See Attachment No. 2: Sample Insurance Certificates and Endorsements.

I. ATTACHMENTS

Attachment No. 1: Professional Services Agreement Template

Attachment No. 2: Sample Insurance Certificates and Endorsements