

CONSULTANT AGREEMENT CITY OF SANTA ANA

THIS AGREEMENT is made and entered into on this 18th day of July, 2023 by and between Cities Digital, Inc., (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City desires to retain a consultant to provide Electronic Document Management System (EDMS)/Laserfiche Upgrade and Migration with GIS Integration.
- B. Consultant represents that it is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services described in the scope of work that was included in the City’s RFP No. 23-009 that is attached hereto as **Exhibit A**, and as further delineated in Consultant’s proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed \$87,340, including any extension periods exercised under Section 3. This is comprised of a base amount of \$76,600 with a contingency of \$10,740.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a **three (3) year** term with the option for the City to grant up to **two (2) one (1)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

➤ **Technology Professional Liability Errors & Omissions**

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the Agency may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Please note, if there is an insured vs. insured exclusion on the vendor's policy, carefully review with the vendor and their insurance carrier on whether being added as an additional insured onto the vendor's policy removes your organization's ability to file suit against the vendor and draw upon the policy should final adjudication in a lawsuit state that the vendor shall pay damages to your organization.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City**.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including

fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Provider shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Provider affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case

such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702

To Contractor:

Andrew Albers
Account Executive
Cities Digital, Inc.
2000 O'Neil Road Suite 150
Hudson, WI 54016
F: 866-592-7343

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

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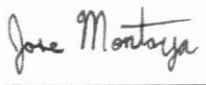
Jennifer L. Hall
City Hall

Kristine Ridge
City Manager

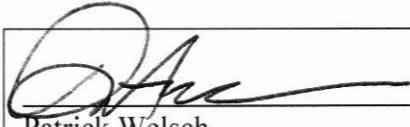
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Jose Montoya
Assistant City Attorney



Patrick Welsch
President

RECOMMENDED FOR APPROVAL:

Nabil Saba, P.E.
Executive Director
Public Works Agency

EXHIBIT A



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EXHIBIT I

SCOPE OF SERVICES

I. INTRODUCTION/BACKGROUND:

HISTORY:

In 2005, the City of Santa Ana Public Works Agency (PWA) initiated a project to scan their existing engineering drawings and as-built plans. The City had already selected the Laserfiche Document Management system and the Clerk's Office was using the system to store the City's official records and documents, such as agendas, minutes, resolutions, ordinances, etc. Since the software selection had already been set, PWA moved forward with the project and did not perform any requirements analysis of the software to determine if it would meet the needs of the PWA EDMS.

During the initial analysis it was determined that, while Laserfiche was suitable for the Clerk's documents, the indexing method that Laserfiche utilized was insufficient for the storage of engineering drawings, due to the way the existing index of the documents was created. The existing Microsoft Access index of engineering drawings included normal things like drawing types, project types, numbers and dates, but it also included a rudimentary spatial index based on the project extent recorded as the street name, from street to street. Each drawing was meticulously indexed to include ALL possible streets that the project included, even if that meant indexing the drawing MULTIPLE times.

At that time, the indexing schema for the Laserfiche database could not accommodate the multiple indexing method for the streets without storing the document multiple times in the system. The City's Consultant devised a method that would allow indexing of the drawings using the existing index keeping only one drawing in Laserfiche.

1. A "go-between" SQL server database (EDMS) was created to store the multiple location index information and would point to a single file stored in Laserfiche.
2. A web-based front end allowed the users to search for the drawings using controls they were familiar with: Project numbers, drawing types and street locations.
 - The database is "spatially aware" and when a street is selected as "on street," it only shows the streets that could intersect with that street and it shows them in directional order.
 - A separate "EDMS Update" application (EditEdmsIndexDGV.exe) was developed to allow new drawings to be added to the EDMS database.
 - The application connects directly to the SQL Server "EDMS" database and performs the following functions:
 - Allows user to add new drawings to the EDMS database with street locations, drawing type, etc.
 - Generates new "Drawing Number" for each new drawing based on a set of drawing types prefixes and sequential numbers (see below for example).

Drawing Number Convention

TT-XXXX where TT is the drawing type and XXXXX is a unique, system-generated sequence number (Currently generated from the EDMS Update application)

Expectation is to continue this format using Laserfiche Workflow custom programming if possible.



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Drawing Type	Drawings
BT	Bike Trails
FA	Facilities & Structures Regional Transportation Center
FS	Fire Stations
PL	Parking Lots
PS	Parks and Schools
SD	Storm Drains & Catch Basins
SE	Sewer Improvements
SL	Street Lighting
ST	Street Improvements, including utilities Street Improvements by designated Tracts
TF	Signing and Striping Traffic Control Plans Traffic Signal Improvements Traffic Signal Cabinet Drawings
WA	Water Improvements

- The system was integrated with an externally hosted SAAS GIS application called GovClarity. This allows users to select a drawing type and draw a box on a map to select the streets they want. The integration passes a URL with Lat/Long coordinates to the EDMS website and it parses that to display the corresponding drawings by doing a SQL Server spatial search to return only the drawings that are within the bounding box.

The system was completed in 2007. At some point, after the completion of the project, it was observed that the Laserfiche system wasn't able to create a PDF of a 30-page Architectural E-Size Drawing without grinding to a crawl. PWA contracted Laserfiche to develop a plug-in for Laserfiche that could generate the PDF in advance, so when a user clicked on the PDF button in WebLink, it would fetch the already-created PDF instead of having to generate a new one. In 2018, the custom plug-in was rewritten as a Laserfiche Workflow to be compatible with the Laserfiche Server upgrade.

In 2013 PWA began a project to update the web-based front end to a more responsive HTML5 format. That project was completed in 2015 and the Consultant contract ended. While the system is still functional today, there have been no updates or maintenance performed on the system since the release of the HTML5 version. In 2018, the PWA servers were virtualized and put into the City's main server room.

In addition to the engineering drawings, the City has various "ROW map books" that were scanned and converted to images in the early 2000s. The pages in the ROW map books reference various areas of the city where non-traditional transfer of land ownership occurred. This could be a corner cut, a utility easement, right-of-way, or other type of deed recording.

After the books were scanned, a GIS layer was created that referenced the geographic boundaries of each scanned image. Each polygon within the GIS layer is attributed with the following information:

- BOOK
- PAGE
- ROW_MAP (combination of book and page)
- URL (This points to the Laserfiche document, which is just the scanned image of the book page)



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- ROW_JPG (filename of the image)
- Comments (not typically populated, but can be)

In an effort to aid users with searching for deed information spatially, the GIS section added this layer to the internal web map viewing application (GeoMedia Webmap). When the City switched to ESRI from Intergraph in 2012, the ROW layer was added to the GovClarity GIS viewer. The layer was intersected with the parcels in GovClarity to reduce the confusion of the overlapping ROW deed book polygons. When a user clicked on a parcel, they were presented with a list of available ROW pages to choose from and they could click the link to be directed to the Laserfiche scanned document on Weblink.

Unfortunately, the City never updated the GIS layer with new scanned images and the current GIS layer represents more of a historical reference of the deeds that were added to the books prior to the scan date. Currently, any new deeds recorded after the initial scan of the books need to be researched manually.

CURRENT ENVIRONMENT:

City Laserfiche Environment

- City Laserfiche Server version: 10.4
- City Weblink version: 9.0 (This differs from the version that the PWA solution uses)

PWA-DOCS (Virtualized Server)

- Windows Server 2008 R2 / IIS 7.5
 - EDMS Website (Visual Studio .sln files to be provided)
 - Volume Storage 400GB-ish
- SQL Server 2008 R2
 - EDMS database (SQL backup to be provided)
- Laserfiche volumes stored on PWA-DOCS
- PWA Laserfiche Weblink version: 8.02
- PWA PDF Converter Workflow
- Laserfiche 9 SDK was used to make a custom workflow activity that performs the TIFF to PDF conversion. The custom workflow activity was used in a new workflow that was built for this project.
- The new workflow:
 - Converts TIFF documents to PDF that are in the Scan\PDF_Process folder.
 - Routes PDF documents to their final locations and preserves the location of TIFF document in the Scan\PDF_Process folder for possible further user interaction.
 - Indexes the PDFDocID field of original documents with the TOCID of the PDF version of the document, linking the TIFF and PDF versions.
- The new workflow is triggered in the Laserfiche client when the following conditions are met:
 - The user has selected a document in the Scan\PDF_Process folder with a page count of 1 or greater.
 - The user clicks the newly created custom toolbar button.
 - The PDF Converter process has not already been run on the currently selected document.

GIS Environment

- ArcGIS Enterprise Server / Portal Ver. 10.6.1 (10.8.1 upgrade planned for Q1 2023)
- SQL Enterprise database ver. 2016



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Desktop

- Laserfiche Client 10.4
- EditEDMSIndexDGV.exe – Application that connects to PWA-DOCS SQL and allows new drawings to be entered.

II. DESCRIPTION OF WORK:

The Public Works Agency desires to upgrade/migrate its existing EDMS solution to an OTS software solution instead of using a custom-developed application. The updated solution should function on the latest versions of Microsoft Windows / SQL Server that are supported by the City and match the existing versions of Laserfiche that the City is currently using with the flexibility to upgrade to newer versions without the need for major changes to the new solution environment.

The current EDMS contains both drawings from City projects that are spatially indexed and other various agency documents that are not spatially indexed. Documents that are not currently spatially indexed do not require spatial indexing as a part of this scope of work, but they will need to be transferred to the new environment.

The City desires to integrate the updated EDMS with the City's ArcGIS Enterprise Server so users can search for drawings using a map interface with simple controls / options similar to the existing GIS search capabilities. Ideally, the Consultant will devise a programmatic way to calculate the extents of each drawing based on the existing street indexing method (on street, from street, to street). Keeping the street segment indexing method intact is also desirable and the City would like to retain that method as well if it's possible.

In addition to the engineering drawing solution proposed by the consultant, the City desires to add a Deed Book / ROW layer to the EDMS Laserfiche GIS Integration project. At minimum, the Consultant will devise a way to update the Laserfiche URL for each polygon to point to the new location on the new WebLink server. The users would be able to view the ROW Layer in the map interface and be able to select a polygon (even if overlapping with other polygons) and be directed to Laserfiche to see the scanned image of the ROW book.

The City also desires a spatial indexing solution for the deeds that have been added to the Laserfiche system AFTER the original scan of the ROW Books. This could be a separate deed layer in the GIS or it could be a way to add new deed information to the already existing ROW layer. The City desires the expertise of the Consultant in proposing a way to address this indexing issue based on the provided information

1. The Consultant will create and provide to the City a fully documented training manual with screenshots for the City personnel that maintain the documents in the system.
2. The Consultant will create a streamlined version of the training manual with detailed screenshots for City staff that need only to *search* for documents.
3. The Consultant will offer one in-person training class for City personnel that will focus on adding new documents to the systems and updating the indexed fields and spatial information.
4. The Consultant will offer one virtual training class for PWA staff that need to search for documents the recording of the virtual class will be saved and given to the City for future training needs.
5. The Consultant will provide fully documented source code for any custom programming that is



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required for this implementation (excluding licensed, OTS software).

6. The Consultant will outline the technology required for the project and provide a list so the City can create new virtual servers and allocate storage for the project.
7. The Consultant will identify any new software and licensing requirements for the project if applicable.
8. The Consultant will provide documentation on how to backup, restore and transfer the new solution to new servers/equipment.

A. Step One - Evaluate Existing Solution

The City will provide all pertinent system information, database backups, VPN connections and existing solution source code so the Consultant can perform the evaluation.

The Consultant will spend at least one day on-site to evaluate the existing solution, understand its functions and identify the needs.

The Consultant will create a brief document that outlines how the current system operates (optional depending on cost).

B. Step Two - Propose New Solution(s)

The City is aware that duplicating all the capabilities of the current system may not be possible without using tools or software that the City does not own. If the Consultant is aware of an OTS software solution that provides similar capabilities, the Consultant should propose using that software and describe which features can be duplicated.

The Consultant may propose multiple solutions with different costs (e.g., using only Laserfiche vs. Laserfiche and Third-Party Software.) The Consultant will identify any ongoing costs for software licensing.

The Consultant will propose a new solution that meets the following criteria:

- a) Drawings will be indexed in Laserfiche by the following fields:
Fields already in Laserfiche;
 - DrawingNo, ProjectNo, Year, CabinetNo
- b) Fields NOT currently in Laserfiche (stored in separate database);
 - Street locations (street, from street, to street)
 - Drawing Type
- c) Consultant will develop a programmatic way to add the missing field information from the separate standalone SQL database into Laserfiche;
- d) Drawings will be indexed spatially and be searchable via a map interface, preferably by street segment and polygon search. The results of the spatial search should be able to be filtered in the same way the existing solution works (Drawing type, Year, etc.). Documents that are not currently spatially indexed do NOT require spatial indexing as a part of this scope of work;
- e) Drawings will also be searchable by the fields listed above using either Laserfiche search methods or other third-party software;



CITY OF SANTA ANA

- If possible, the search results should be exportable to .csv file type for off-line research.
- f) The new solution requires a way to add new drawings into the system using all the fields and spatial index information listed above;
- g) The Laserfiche volumes stored on PWA-DOCS will be migrated to a new server with the requirements as specified by the Consultant.
- h) The new solution will also address the deed/ROW issue as described above.

C. Step Three - Implement New Solution

The City will provide the Consultant with a VPN connection to the City network for any required pre-installation tasks.

The Consultant will spend at least one day on-site to install, configure and optimize the new solution, ideally coordinated with the required in-person training for the City's Central Files staff.

D. Step Four – Support Phase

The Consultant will provide support during the implementation for 90 days and assist with issues as needed.

EXHIBIT B



EDMS/Laserfiche Upgrade & Migration with GIS Integration RFP

Response Prepared By:



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6/22/2023

City of Santa Ana
Joseph Ritoli
Project Manager
20 Civic Center Plaza
Santa Ana, CA 92701

Cities Digital, Inc.
Andrew Albers
Account Executive
2000 O'Neil Road Suite 150
Hudson, WI 54016

RE: RFP 23-009 for EDMS/Laserfiche Upgrade & Migration with GIS integration

Following our scope definition meeting on 6/21, CDI has updated the **ArcLF Integration Installation and Configuration** deliverable to include the configuration of the additional layers for Deeds and Right-of-Way documents in the solution.

This additional scope has added eight more hours to the project for a total of 288 hours. Updated pricing is included in the "Pricing" section.

Sincerely,

Andrew Albers
Account Executive

Project Deliverables

<p>Project Management</p> <p>CDI will provide project management which includes ensuring the CDI team members have a clear understanding of the project scope and tasks required to realize the solution are understood and manage this project to successful completion.</p> <p><u>Deliverable Requirements</u> CDI's project management team will:</p> <ul style="list-style-type: none"> - Define requirements and develop a statement of work - Assign tasks to the project team members - Manage communication between team members and stakeholders - Ensure the project team works to satisfy the statement of work - Manage change orders required for changes to the statement of work - Verify requirements are completed consistent with the statement of work - Manage project closure 	<p>Work Category: Project Management</p> <p>Billing Type: Billable</p> <p>Estimated Time: 40.00 hours</p> <p>Estimated Finish: 9/2/2023</p>
<p>Evaluation of Existing Solution</p> <p>CDI will spend one day on-site to evaluate the existing solution to understand its functions and identify the needs</p> <p><u>Deliverable Requirements</u> *CDI will create a brief document that outlines how the current system operates.</p>	<p>Work Category: Consulting</p> <p>Billing Type: Billable</p> <p>Estimated Time: 20.00 hours</p> <p>Estimated Finish: 7/2/2023</p>
<p>ArcLF Integration Installation and Configuration</p> <p>The CDI team will work with the Client team to implement a layer in the ArcLF Integration to display documents on the GIS map. The CDI Team will work with the Client Team to complete the ArcLF Planning Worksheet and implement the layers within the integration.</p> <p>The configuration will be completed in a Train the Trainer fashion, allowing the Client team to ask questions and learn how to configure additional layers within the integration.</p> <p>The first layers to be configured will be Deeds and Right-of-Way documents.</p> <p>A Laserfiche layer will be configured to display Deeds as documents on the map, displaying one feature per document. Documents in Laserfiche will have the Deeds template applied and the APN field values will match with an attribute in the Parcel layer REST service.</p> <p>A Laserfiche layer will be configured to display Deeds as documents on the map, displaying one feature per document. Documents in Laserfiche will have the Deeds</p>	<p>Work Category: Configuration</p> <p>Billing Type: Billable</p> <p>Estimated Time: 108.00 hours</p> <p>Estimated Finish: 8/2/2023</p>

<p>template applied and the MapNo field value will match an attribute in the Right of Way layer REST service.</p> <p>A Laserfiche layer will be configured to display Right-of-Ways as documents on the map, displaying one feature per document. Documents in Laserfiche will have the Right-of-Way template applied and the Right-of-Way - MapNo field value will match an attribute in the Right of Way layer REST service.</p> <p><u>Deliverable Requirements</u></p> <ul style="list-style-type: none"> * ArcLFI Integration is installed on the client's infrastructure * ArcLFI Integration Layer is configured to display documents on the map * Laserfiche Layer is added to an existing map in ArcGIS * Additional layers can be configured pending the full scope of the project * Buildout of Laserfiche Workflow to generate new Drawing Numbers based on the City's naming convention 	
<p>Standalone Database Migration</p> <p>CDI will develop a programatic way to add the missing filed information from the separate standalonw SQL database into Laserfiche.</p> <p><u>Deliverable Requirements</u></p> <p>*CDI will perform the standalone SQL database migration as follows:</p> <ul style="list-style-type: none"> ▪ Evaluate the source data ▪ Identify possible issues with the source data ▪ Build a Laserfiche Workflow to perform the migration ▪ Run and monitor the Laserfiche Workflow ▪ Perform quality control on the migrated data ▪ Provide a report following the migration 	<p>Work Category: Configuration</p> <p>Billing Type: Billable</p> <p>Estimated Time: 20.00 hours</p> <p>Estimated Finish: 8/2/2023</p>
<p>PWA-DOCS Migration</p> <p>CDI will migrate the Laserfiche volumes stored on PWA-DOCS to a new server.</p> <p><u>Deliverable Requirements</u></p> <p>*CDI will perform a standard Laserfiche server migration as follows:</p> <ul style="list-style-type: none"> ▪ Evaluate the source data ▪ Identify possible issues with the source data ▪ Perform the data migration ▪ Perform quality control on the migrated data ▪ Provide a report following the migration 	<p>Work Category: Configuration</p> <p>Billing Type: Billable</p> <p>Estimated Time: 20.00 hours</p> <p>Estimated Finish: 8/2/2023</p>
<p>Training and Documentation</p> <p>CDI will provide all necessary training and documentation services to ensure succesfull user adoptionn of the proposed solution.</p> <p><u>Deliverable Requirements</u></p> <p>*CDI will create and provide to the City a fully documented training manual with screenshots for the City personnel that maintain the documents in the system</p> <p>*CDI will create a streamlined version of the training manual with detailed screenshots</p>	<p>Work Category: Configuration</p> <p>Billing Type: Billable</p> <p>Estimated Time: 40.00 hours</p>

<p>for City staff that need only to search for documents</p> <p>*CDI will offer one in-person training class for City personnel that will focus on adding new documents to the systems and updating the indexed fields and spatial information</p> <p>*CDI will offer one virtual training class for PWA staff that need to search for documents the recording of the virtual class will be saved and given to the City for future training needs</p> <p>*CDI will outline the technology required for the project and provide a list so the City can create new virtual servers and allocate storage for the project</p> <p>*CDI will provide documentation on how to backup, restore and transfer the new solution to new servers/equipment</p>	<p>Estimated Finish: 9/2/2023</p>
<p>Go Live Support</p> <p>CDI will provide support to the Client project team during the expected 90-day implementation period and for two weeks following the solution go-live to address issues or concerns that develop after go-live. Following Go live Support, CDI will be available to support the Client team using CDI's standard consulting support process. As part of this support process CDI works to provide support using resources that were involved in the delivery of the original solution.</p> <p><u>Deliverable Requirements</u></p> <p>Consulting will be available to address minor configuration changes within the scope of the project and additional training needed by the Client team.</p>	<p>Work Category: Configuration</p> <p>Billing Type: Billable</p> <p>Estimated Time: 40.00 hours</p> <p>Estimated Finish: 9/2/2023</p>

Pricing

Annual Breakdown

	Year 1	Year 2	Year 3	Year 4
Total Software	\$5,000.00	-	-	-
Total Maintenance	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Total Services	\$66,600.00	\$.00	\$.00	\$.00
*TOTAL	\$72,600.00	\$1,000.00	\$1,000.00	\$1,000.00
*Tax not included				

Software & Annual Maintenance

Product	Software Quantity	Soft. Unit Cost	Maint. Unit Cost	Total
ArcGIS Integration with Laserfiche (CD2155)	1.00	\$5,000.00	\$1,000.00	\$6,000.00
Software:				\$5,000.00
Maintenance:				\$1,000.00
Total:				\$6,000.00

Services

Service	Service Quantity	Service Unit Cost	Total
Consulting Service Hours (CD2990) <i>Laserfiche and ArcGIS implementation services. Includes consulting, installation, configuration, data migrations, training and documentation.</i>	288.00	\$200.00	\$57,600.00
Onsite Services (ONSS) <i>Three days of onsite services:</i> <ol style="list-style-type: none">Existing solution evaluationInitial installation and configurationTraining	3.00	\$3,000.00	\$9,000.00
Service:			\$66,600.00
Total:			\$66,600.00

The cost of the CDI Laserfiche and ArcGIS integration license is a \$5,000 one-time license fee plus \$1,000 annual support and maintenance. Year two and on, only the \$1,000 annual maintenance and support fee is due.