REQUEST FOR COUNCIL ACTION

DECEMBER 15, 2020

TITLE:

APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH AVOLVE SOFTWARE CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF PROJECTDOX ELECTRONIC PLAN SUBMITTAL SOFTWARE TOTAL NOT TO EXCEED $629,215 (GENERAL FUND AND NON-GENERAL FUND)

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED
- [ ] As Recommended
- [ ] As Amended
- [ ] Ordinance on 1st Reading
- [ ] Ordinance on 2nd Reading
- [ ] Implementing Resolution
- [ ] Set Public Hearing For_____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager to execute addendum to agreements with Avolve Software Corporation for the purchase and implementation of ProjectDox, an electronic plan submittal, review, tracking, and archiving system, for the Planning and Building Agency and Public Works Agency for a period of two years ending December 31, 2022, with the option to renew for up to three additional years. This project will increase customer service levels with paperless plan review, while decreasing costs of issuing permits and storing plan documents. The aggregated not to exceed amount is $629,215, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The City currently receives paper plans, applications, and other documents from permit applicants who are applying for building permits for development projects. Due to the current COVID-19 safety precautions, the City purchased and implemented a six-month pilot program for an electronic plan review system, called PaperlessNOW, from Avolve Software in July 2020. The Avolve Software system was chosen based on customer service integration, speed of implementation, pricing, and their willingness to integrate with current and other future land management systems. This system allows customers to submit plans digitally without having to come to City Hall, and has a customer portal that allows automated tracking of their respective project's progress. With the implementation of this six-month pilot system, the City has been able to receive, review, and communicate electronically with customers, saving time and effort, as well as providing a safe way to submit projects during the pandemic.

The pilot PaperlessNOW system contract is set to expire in January 2021 and the purchase of the full electronic review system called ProjectDox from Avolve Software would allow the City to move closer to offering a fully on-line permitting services system. This software will greatly streamline

the permitting process by providing a safe, time-saving, and more convenient customer service option for all of our permit applicants.

Currently, the pilot project is limited to building permits. However, the digital submittal process can be expanded to Planning and Public Works since the implementation of the full version of ProjectDox includes workflow processes for the electronic submittal and review of all plans related to Planning, Building, and Public Works permit applications. Plan submittals for development review, Planning Board hearings, and building, electrical, plumbing and mechanical permits, and other permit applications will all be available on-line.

ProjectDox will allow all plan submittals to the City to be electronically reviewed, approved and stored without any paper copies changing hands. Applicants would be able to submit plans, retrieve corrections, and verify project status on-line at any time, 24 hours a day, 7 days a week, reducing, or eliminating, travel time for applicants during business hours.

The ProjectDox system provides a wide array of benefits to both customers and applicants, as well as to the City in cost savings and streamlining process efficiencies. The ProjectDox system allows residents, architects, and developers to submit plans for review entirely online. ProjectDox offers applicants the convenience to check the status of their projects online at any time, in addition to saving travel and printing costs. In conjunction with future cloud-based land management system, a ProjectDox system will allow all new permits and projects to be submitted online, helping meet safety protocols for customers and employees in response to the COVID-19 pandemic. During this global pandemic, this online plan submittal process has allowed our development community, as well as homeowners, to safely and efficiently continue getting new and existing projects approved and constructed.

Printing costs for construction projects can vary based on the complexity of the project, with small projects costing several hundred dollars, to large complex developments averaging over $25,000. The travel time and cost savings from the reduction of multiple trips to physically deliver the plans at each phase of the project can be substantial, while at the same time reducing the City's environmental footprint and improving the environmental impact from paper and fuel savings. The transition to electronic plan submittal is a part of the City's efforts to create more efficient and effective City operations by using technological advances in online and cloud based systems to improve our performance and transparency.

The City typically issues more than 9,000 building permits a year and more than 1,300 utility and street works permits a year, with over $400 million in construction valuation permitted in the 2019-20 Fiscal Year. The ProjectDox system allows seamless submittal and routing of plans to all the relevant agencies that must review the projects such as Building Safety, Planning, Public Works, Police Department, Orange County Fire Authority (OCFA), and third-party consultants. The electronic process greatly reduces processing and routing times, as well as allowing for a more cohesive plan review with all agencies reviewing the same electronic plans concurrently.

Due to state-mandated document retention laws, the City uses fiscal resources to archive approved paper plans every year. The new ProjectDox system can greatly reduce this cost as the submitted plans are already in electronic format and can be archived within the City's recently approved electronic archiving system. In addition, the ProjectDox system will greatly reduce the time to manage and the space to store all of our paper plans and documents.

The ProjectDox system is a part of the City's initiative to modernize our workplace systems and cost-effectively leverage technology to improve productivity and improve service delivery to customers. This system will streamline government processes and save businesses money, while allowing for safe continuity of operations during this current pandemic.

FISCAL IMPACT

Funds will be recorded in account numbers 01116510-62300, 01116520-62300, 01116530-62300, 15816500-62300, 10117605-62300, and 06017645-62300 and will be made available from FY2020-2025 contingent upon annual budget approval.

The fiscal year breakdown is an estimate and the actual amounts per year may vary depending upon project needs.

Fiscal Year	Accounting Unit	Fund Description	Accounting Unit, Account Description	Amount
FY2020-21	01116510 -62300	General Fund	PLNG & BLG AGY - Planning Contract	$20,000.00
	01116520-62300	General Fund	PLNG & BLG AGY- PERMIT & INS SV – Contract	$20,000.00
	01116530-62300	General Fund	PLNG & BLG AGY- PERMIT & PLN CK	$69,031.25
	15816500-62300	SB 2 Grant	SB 2 GRANT PROGRAM	$61,694.80
	10117605-62300	Pub Wks – Admin & Planning	PUB WKS- DEVELOPMENT ENGNRING - Contract	$42,044.48
	06017645-62300	Water	WATER ADMIN/ENGINEERING - Contract	$42,044.48
FY2021-22	01116510 -62300	General Fund	PLNG & BLG AGY - Planning Contract	$20,904.00
	01116520-62300	General Fund	PLNG & BLG AGY- PERMIT & INS SV – Contract	$20,904.00

	01116530-62300	General Fund	PLNG & BLG AGY- PERMIT & PLN CK	$20,904.00
	10117605-62300	Pub Wks – Admin & Planning	PUB WKS- DEVELOPMENT ENGNRING - Contract	$15,444.00
	06017645-62300	Water	WATER ADMIN/ENGINEERING - Contract	$15,444.00
FY2022-23	01116510 -62300	General Fund	PLNG & BLG AGY - Planning Contract	$20,904.00
	01116520-62300	General Fund	PLNG & BLG AGY- PERMIT & INS SV – Contract	$20,904.00
	01116530-62300	General Fund	PLNG & BLG AGY- PERMIT & PLN CK	$20,904.00
	10117605-62300	Pub Wks – Admin & Planning	PUB WKS- DEVELOPMENT ENGNRING - Contract	$15,444.00
	06017645-62300	Water	WATER ADMIN/ENGINEERING - Contract	$15,444.00
FY2023-24	01116510 -62300	General Fund	PLNG & BLG AGY - Planning Contract	$20,904.00
	01116520-62300	General Fund	PLNG & BLG AGY- PERMIT & INS SV – Contract	$20,904.00
	01116530-62300	General Fund	PLNG & BLG AGY- PERMIT & PLN CK	$20,904.00
	10117605-62300	Pub Wks – Admin & Planning	PUB WKS- DEVELOPMENT ENGNRING - Contract	$15,444.00
	06017645-62300	Water	WATER ADMIN/ENGINEERING - Contract	$15,444.00
FY2024-25	01116510 -62300	General Fund	PLNG & BLG AGY - Planning Contract	$20,904.00
	01116520-62300	General Fund	PLNG & BLG AGY- PERMIT & INS SV – Contract	$20,904.00
	01116530-62300	General Fund	PLNG & BLG AGY- PERMIT & PLN CK	$20,904.00

	10117605-62300	Pub Wks – Admin & Planning	PUB WKS-DEVELOPMENT ENGNRING - Contract	$15,444.00
	06017645-62300	Water	WATER ADMIN/ENGINEERING - Contract	$15,444.00
			TOTAL	**$629,215.00**

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Minh Thai, Executive Director/Planning and Building Agency
Nabil Saba, Executive Director of Public Works Agency
Jack Ciulla, Chief Technology Innovations Officer

Exhibit: 1. First Amendment to Agreement with Avolve

EXHIBIT 1

AVOLVE SALES ORDER

Addendum to Original PaperlessNOW Contract Signed 5/12/2020

ProjectDox/OAS Subscription Licensee

After signing this Avolve Software Order From ("Software Sales Order"), please either mail or fax to Avolve Software Corporation, 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, or e-mail scanned image to pgosselin@avolvesoftware.com

Order Date: _____

CUSTOMER INFORMATION

Customer Name: Santa Ana, CA

Customer Mailing Address: 20 Civic Center Plaza, M-19

City: Santa Ana   **State:** CA   **Zip:** 92701

CUSTOMER CONTACTS

PRIMARY	SECONDARY
Name: Jason Kwak	**Name:**
Phone: (714) 647-5866	**Phone:**
E-mail: jkwak@santa-ana.org	**E-mail:**

Licenses and Services	Fees*
SaaS ProjectDox	**$81,600.00**
SaaS OAS (Optional)	**$12,000.00**
On Premise to SaaS Migration, Building Workflow Configuration and Training	**$7,675.00**
OAS Implementation (Optional)	**$25,875.00**
ProjectDox Advanced Integration to LMS (Optional)	**$19,800.00**
Planning Implementation and Training	**$37,035.00**
Public Works Implementation and Training (Optional)	**$20,205.00**
Other Professional Services – Assurance Services*	**$50,625.00**
Total Fees:	**$176,935.00**
Total Optional Fees:	**$77,880.00**

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Total Fees Invoiced on Signing:	$81,600.00

Authorized Business Unit(s): Santa Ana, CA _____

Initial Maintenance Term (if applicable): N/A

Initial Hosting Services Term (if applicable): 12 months, renewal calculated from test server install date

License Term (if applicable): Subscription

Payment Method: EFT

#"Go Live Date" is defined as the date that the Software is first made available by Avolve to the Customer to release and use in a live, production mode.

PaperlessNOW Contract Amendment: Under this Proposal, all existing Terms and Conditions associated with the attached Software as a Service Agreement and related Software Sales Order, dated May 12, 2020, between the City of Santa Ana and Avolve are to remain in place. The City is exercising its option for a one (1) year ProjectDox subscription, as noted in the Software Sales Order. Additionally, the City is committing to a second year of the ProjectDox subscription, and will have three (3) optional one (1) year renewal terms. At the time of purchase, any remaining credit of the unused portion of the PaperlessNOW 6-month Subscription Fee shall be applied toward the purchase of the ProjectDox SaaS System. The parties acknowledge that the Pricing Proposal Quotation #18818887, which was omitted from the Agreement, is to be replaced by the pricing quotation below. The parties also acknowledge that the Implementation Services provided under the prior Agreement are terminated, and now transitioned to the new Implementation Services listed below. The parties agree that should the City cancel the OAS subscription during the middle of a subscription term, it will be entitled to a refund equal to the unused portion of the annual OAS subscription fees which total $12,000.

Renewals:

ProjectDox SaaS – 5 Year Renewal

ProjectDox SaaS Renewals	Subscription Renewal
Year 1	$81,600.00
Year 2	$81,600.00
Year 3*	$81,600.00
Year 4*	$81,600.00
Year 5*	$81,600.00

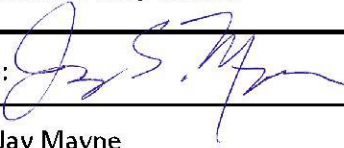YEAR 3,4,5 ARE OPTIONAL SAAS RENEWALS

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Schedules: *The following Schedules are hereby incorporated by reference into this Software Sales Order.*

Schedule A	Implementation SOW

Signature

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized representative, have executed this Software Sales Order Addendum as of the Order Date first set forth above:

Santa Ana, CA	Avolve Software Corporation
Signature:	Signature:
Printed:	Printed: Jay Mayne
Title:	Title: CFO
Date:	Date: 12/4/2020

Approved as to form:

Ryan O. Hodge
Assistant City Attorney

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City of Santa Ana, CA

Avolve® ePlan Life Cycle Solution Proposal

November 24th, 2020

Prepared by your Avolve Software Representative

Paul Gosselin
Director of Sales
4835 East Cactus Road
Suite 420
Scottsdale, AZ 85254
www.avolvesoftware.com

Telephone: (651) 249-9344
Email: pgosselin@avolvesoftware.com

Quote Delivered To.

Jason Kwak 20 Civic Center Plaza, M-19 Santa Ana, CA	**Building Safety Manager** jkwak@santa-ana.org	**City of Santa Ana, CA** (714) 647-5866
	Date of Quote: 12/1/2020	Quote Valid Until: 12/31/2020

ProjectDox ePlan Solution Pricing Agreement

AVOLVE PROJECTDOX – SOFTWARE AS A SERVICE (SaaS)

Product Name	Product Code	Description	Qty.	Unit Price	Total Price
Production Environment Light-Level Capacity ProjectDox SaaS License	SAAS.PDOX-P.L	Software as a Service (SaaS) for ProjectDox on a Production Environment with 6 virtual server-configuration. Designed for organizations who will do up to 3,000 projects per year. Software included for SaaS Production: • ProjectDox Software Subscription • Unlimited Workflow license Services included for SaaS Production: • Set up and installation of ProjectDox • Managed services • Annual ProjectDox upgrades Technical Support Production Environment Safeguard: Avolve security policy limits access to the Production environment. External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment. See Hardware Configuration section. Additional capacity requirements are available upon request..	12.00	$6,000.00	$72,000.00
Test Environment	SAAS-T.E	Software as a Service (SaaS) for ProjectDox on a Test Environment with 3 virtual server-configuration. Designed for organizations who plan to use the system for development and/or testing with approximately 25 concurrent users and approximately 2,000 projects per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support Test Environment Safeguard: Avolve security policy limits access to the Test environment.	12.00	$2,000.00	$24,000.00

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		External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request. See Hardware Configuration section. Additional capacity requirements are available upon request.				
				SaaS Sub-Total:		$96,000.00
				Discount:		($14,400.00)
				SaaS Total:		**$81,600.00**

PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty.	Unit Price	Total Price
Projectflow Advanced Integration Services	PS-PF.AINT	**ProjectDox integration to Land Management System** ProjectDox "Advanced Integration" is defined below and will be reflected within a Statement of Work. SAPIN must have APIs for an integration to ProjectDox.	1	$19,800.00	$19,800.00
ProjectDox Services	PS-225	PaperlessNOW Migration to ProjectDox	8	$225.00	$1,800.00
ProjectDox Services	PS-225	ProjectDox Configuration Design and Scope	8	$225.00	$1,800.00
ProjectDox Services	PS-AS	Assurance Services to assist with the additional design, configuration, training, and post Go-Live Support of a complete workflow in ProjectDox.	5	$10,125.00	$50,625.00
				Professional Services Sub-Total:	$74,025.00

*INTEGRATION TO LAND MANAGEMENT APPLICATION IS OPTIONAL. WE WILL WORK WITH SANTA ANA TO TRY AND CONNECT PROJECTDOX "PROJECT CREATE" THROUGH A DATABASE CALL.

TRAINING

Product Name	Product Code	Description	Qty.	Unit Price	Total Price
ProjectDox Training	TES-SA	Introduction to System Administration	1	$2,500.00	$2,500.00
ProjectDox Training	TES-PA	Project Admin Training	1	$1,575.00	$1,575.00
				Training Sub-Total:	$4,075.00

First year annual SaaS and 20% of Planning Services shall be invoiced upon execution of Agreement. Integration and the Public Works Professional Services and Training are optional. Payment for the total amount is due net thirty days (30) from the date of Initial Invoice and delivery of software. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end a not to exceed 122 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion.	**Year 1 SaaS** $81,600.00 **Professional Services:** $23,400.00 **Assurance Services:** $50,625.00 **Training:** $4,075.00

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		1st Year Total	$185,575.00
Yearly SaaS usage audit may result in an increase or decrease in subscription based on cloud consumption. Payment via EFT. See notes for details. **Travel and Expenses are not included in this total and will be invoiced as incurred.** Annual SaaS Renewal = $81,600.00 / year			

AVOLVE OAS – SOFTWARE AS A SERVICE (SAAS) - OPTIONAL

Product Name	Product Code	Description	Qty.	Unit Price	Total Price
Production Environment OAS	SOFT-OAS-S4	Software as a Service (SaaS) for OAS on Production and Test Environments. Avolve Hosting Security Compliance Includes: • SOC 2 Audited • SSAE 18 • 100% Network Uptime • 99.9% Hardware Uptime Includes: - OAS Software Subscription	12.00	$1,000.00	$12,000.00
				SaaS OAS Total:	$12,000.00
				SaaS Total:	**$12,000.00**

PROFESSIONAL SERVICES OAS – OPTIONAL

Product Name	Product Code	Description	Qty.	Unit Price	Total Price
Professional Services Package for OAS	PS-OAS.SUT	Setup Services: - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1.	$4,275.00	$4,275.00
BIC Permit Processor Integration	PS-OAS.PP	Payment Processor to Elavon	1	$9,000.00	$9,000.00
Professional Services Package for OAS	PS-OAS.FCB	Fixed Fee Calculations for OAS	1	$3,600.00	$3,600.00
Professional Services Package for OAS	PS-OAS.VW.A	Advanced OAS Widget	1	$5,400.00	$5,400.00
Professional Services Package for OAS	PS-OAS.BeS	Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display	1	$3,600.00	$3,600.00
				Professional Services OAS Sub-Total:	$25,875.00

PROFESSIONAL SERVICES – PLANNING AND PUBLIC WORKS WORKFLOW

Product Name	Product Code	Description	Qty.	Unit Price	Total Price
ProjectDox Services	PS-BIC.L1PLUS		1	$30,600.00	$30,600.00

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Product Name	Product Code	Description	Qty.	Unit Price	Total Price
		Best-in-Class Level 1 ProjectFlow PLUS Services – Planning Workflow			
ProjectDox Services	PS-BIC.L1CORE	Best-in-Class Level 1 ProjectFlow CORE Services – Public Works Workflow	1	$15,750.00	$15,750.00
				Professional Services Sub-Total:	$46,350.00
				Professional Service Discount:	($4,635.00)
				Professional Service Total:	$41,715.00

Public Works Professional Service work is optional and will need to be agreed upon before any Professional Services work starts.

TRAINING FOR PLANNING AND PUBLIC WORKS WORKFLOW

Product Name	Product Code	Description	Qty.	Unit Price	Total Price
ProjectDox Bundle Services	PKG-PDOX.TRN	Package Includes: 2 Introduction to ProjectDox 1 Workflow and Markup Training for Reviewers 1 Workflow and Project Administration for Coordinators 1 Community Training Package is limited to 12 Unique Users	1	$10,550.00	$10,550.00
ProjectDox Training	TES-INTRO	Introduction to ProjectDox (Public Works)	1	$1,125.00	$1,125.00
ProjectDox Training	TES-PA	Project Admin (Public Works)	1	$1,575.00	$1,575.00
ProjectDox Training	TES-BICPR	Workflow Training for Plan Reviewers (Public Works)	1	$2,000,00	$2,000.00
ProjectDox Training	TES-BICCOR	Workflow Training for Coordinators (Public Works)	1	$2,000,00	$2,000.00
				Training Sub-Total:	$17,250.00
				Training Discount:	($1,725.00)
				Training Total:	$15,525.00

Public Works Training is optional and will need to be approved on before any training happens.

20% of the Planning Services shall be invoiced upon execution of Agreement. Integration and the Public Works Professional Services and Training are optional. Payment for the total amount is due net thirty days (30) from the date of Initial Invoice and delivery of software. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end a not to exceed 282 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Yearly SaaS usage audit may result in an increase or decrease in subscription based on cloud consumption. Payment via EFT. See notes for details.	**Professional Services** $41,715.00 **Training:** $15,525.00 **Planning and PW Total:** **$57,240.00**

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December 1ˢᵗ, 2020

4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252
Phone: 602.714.9774 www.avolvesoftware.com

EXECUTIVE SUMMARY

This Statement of Work will focus on the **Deployment** of **Production and Test Environments** and the implementation of ProjectDox Best in Class workflows addressing the Customer's needs with regards to **Three (3)** Best in Class plan review process. (Public Works is optional) The goal is to implement **ProjectDox** and an **Advanced** Land Management integration for ProjectDox utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

SCOPE OF WORK (MILESTONES)

Installation   Offsite | Remote
Installation of a single environment for the applicable products is required prior to orientation and configuration onsite assessments being conducted. Project pre-planning, including draft project plan, communication plan etc. are associated to this stage of the project. Additional environments to be implemented will be factored into the project plan and based on the sales order/agreement.

- Provisioning of all applicable products and modules as specified on the Purchase Agreement/Sales Order. The date of acceptance for this milestone is the **Software Acceptance Date**

Orientation and Configuration Requirements Session*   2 persons | Offsite
Review features and design options available for Best-In-Class configuration of the designated OAS application forms and related workflow processes. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the

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best business value to the customer. Any design requirements not available to the core system and/or requiring development will be scoped and presented in a separate Statement of Work. Assurance services afforded the project may be leveraged for work identified as outside the scope of the project.

- ProjectDox Configuration Requirements Document
- Advanced Integration permitting system touchpoint discussion for Land Management System Includes:
  - Project Creation – Required application data is pushed from the permitting system to the ProjectDox application using the Avolve provided REST API and configuration of the ProjectDox Windows Service Process. Required field for project creation:
    - Permit Number/Project Name (Key value)
    - Description
    - Applicant/Submitter First Name
    - Applicant/Submitter Last Name
    - Applicant/Submitter Email Address
    - Permit/Project Type
  - Application Data – Pull of data from the permitting system to display of up to 18 read-only permit application data fields within the plan review process.
  - Review Status – Push of data to provide the permitting system the following data related to the plan review:
    - Reviewer Name
    - Reviewer Department
    - Review Cycle
    - Review Status (Approved, Rejected)
    - Date Completed
  - Final Approval Status – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.

- Project Plan (task list/schedule/resource assignments) not to exceed budget

Configuration & Integration *   Offsite | Remote
Configuration of applicable software products, forms and the workflows based on the configuration requirements document findings. This includes the development of the integration work defined in this Statement of Work and confirmed during requirements discussions.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
  - Configured Working ProjectDox and OAS Application (OAS Optional)
    - 3 BIC Workflows
      - Building
      - Planning
      - Public Works (optional)
    - Advanced Integration
      - 1   OAS Advanced Application Form
        - Form design contains between 75-150 fields
      - 1 Avolve Payment Processor (Elavon, Paymentus, Global Transport, Authorized.net)
        - Design the OAS application to interface with Customer's payment processor to allow for online payments through OAS.
      - 1 OAS Advanced Integration
        - Defined application data to be pushed to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be available for customer permitting system. Direct database calls from OAS to the target system are not supported.
      - 1 OAS Advanced Validation

- - 1 Advance Validation Widget to allow for multi field validation, data retrieval and display from the target system on the OAS application form. May include field concatenation and progressive/auto complete search (pulling back the data for display in the form). Some abilities are limited to API's being available from the customers target permitting system
  - 1 Basic Fee
    - Allows for a fixed fee or simple calculation of a percentage of a field in the OAS application form to be displayed to the end user to communicate a cost.
  - PaperlessNOW migration to ProjectDox SaaS

User Acceptance Training (UAT)   1 Person | Offsite

The Avolve project manager will provide user acceptance training and guidance to the client on methods to test the designed process and system to work towards user acceptance. The Avolve project manager will work with the client to schedule time to be on or offsite per process and based on available professional service hours for the project. Customer will validate the system configuration, forms, emails and integration and document any identified issues in the RIT (Risks, Issues and Tasks) document and provide to the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

- Completion of User Acceptance Testing (UAT)
- Implementation of the Production Environment
- Code Promotion from Test to Production

Training   1 Person | Offsite

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately **12** persons and will be delivered based on the project plan rollout. A maximum of 12 persons per course is enforced with the exception of the Community Outreach (TES-OUT). This demonstration/lecture session is targeted for the design community and is intended to be conducted for larger audiences (25+) to educate and promote the new processes.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased (Planning Training)

Quantity	Course Name	Est. Length
2	Introduction to ProjectDox	3 hrs.
1	Workflow and Markup for Plan Reviewers	6 hrs.
1	Workflow and Administration for Coordinators/Techs	8 hrs.
1	Project Admin	4 hrs.
1	Community Outreach	1-2 hrs.

- Delivery of classes for all products/modules as purchased (Public Works)

Quantity	Course Name	Est. Length
1	Introduction to ProjectDox	3 hrs.
1	Workflow and Markup for Plan Reviewers	6 hrs.
1	Workflow and Administration for Coordinators/Techs	8 hrs.
1	Project Admin	4 hrs

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Launch/Project Close Out 1-2 Person |Offsite

Deployment of the accepted workflow processes and a transition to Avolve support to close out the project.

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds may also be used post go-live/launch of a process to keep the project management team engaged to assist with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of $225.00 an hour. The use of hours requires a change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified in the Project Activities/Deliverables Payment Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within five (5) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the applicable milestone.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox Best In Class, understanding that the site will be hosted by the Avolve and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.

2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox and OAS. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.

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3. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion in order to keep the Project Plan on schedule.

4. Customer and its third parties and/or subcontractors will fulfill the hardware requirements, as outlined in the System Implementation Guides (standard end user document(s) that accompany each version of the Software) in a timely fashion in order to keep the Project Plan on schedule.

5. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed 314 hours (+178 hours if all optional services are purchased) have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay and invoice for any applicable milestone payments to that point of the project.

6. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.

7. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.

8. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.

9. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.

10. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.

11. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.

12. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest possible date at which Avolve resources and Customer resources are available or as otherwise agreed to.

13. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.

14. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.

15. All training classes unless otherwise noted are limited to 12 persons maximum per class

Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product design.

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CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in Purchase Agreement/Sales Order.

Travel and Expenses are estimated to be $0 due to the pandemic. All implementation and training will be remote. Should that change all actual travel expenses will be invoiced to the City, but only if approved by City prior to incurring any actual travel expenses.

PROJECT ACTIVITIES / DELIVERABLES PAYMENT SCHEDULE

This is a preliminary deliverable and payment schedule that is subject to change based on discussions to occur post the kick-off of the project, provided that both the City and Avolve Software agree to the new terms in writing. Several of these items are optional services, as detailed throughout the Addendum and corresponding attachments, and will only be charged to the City if requested and approved by the City in writing.

MS#	Deliverable	Description	Acceptance Criteria	Payment Amount
MS0	Contract Execution	First Year SaaS costs	• Contract Signature	$81,600.00
MS1	Migration Complete	PaperlessNOW to ProjectDox Migration Complete	• Project Kick Off Meeting Conducted • Migration Work Completed • Sign Off Acceptance	$3,600.00
MS2	Admin Training Complete	System Admin and Project Admin Training Delivered	• SA & PA Training Delivered • Sign off Acceptance Document	$4,075.00
MS3	Planning Workflow UAT	User Acceptance Testing for Planning Complete	• CRD Delivered • UAT Complete • Sign off Acceptance Document	$13,770.00
MS4	Planning Workflow Launched	Planning Workflow Launched and Live	• Sign Off Acceptance	$13,770.00
MS5	Training	Conduct End User Training – Planning	• Sign Off Acceptance	$9,495.00
MS6 (Opt)	Public Works Workflow UAT	User Acceptance Testing for Public Works Complete	• CRD Delivered • UAT Complete • Sign off Acceptance Document	$7,087.50
MS7 (Opt)	Planning Workflow Launched	Planning Workflow Launched and Live	• Sign Off Acceptance	$7,087.50
MS8 (Opt)	Training	Conduct End User Training – Public Works	• Sign Off Acceptance	$6,030.00
MS9 (Opt)	PF Integration to LMS	Integration to SAPIN Complete	• Sign Off Acceptance	$19,800.00
MS10 (opt)	OAS SaaS Purchase	SaaS purchase of OAS	• Sign Off of SaaS OAS	$12,000.00
MS11 (opt)	OAS Installation Complete	OAS Installation Complete and Functional	• Sign Off Acceptance	$4,275.00
MS12 (opt)	OAS Payment Processor	Integration with Elavon Complete	• Sign Off Acceptance	$9,000.00
MS13 (opt)	OAS Form Complete	Advanced form design, configuration complete and launched	• Sign Off Acceptance	$12,600.00

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MS14	Assurance Services	• Per Signed Agreement/Change Order	$50,625.00
		Total Milestones	$242,815.00

For the avoidance of any doubt, all right, title and interest in and to the Deliverables (including without limitation the above Key Deliverables), as well as the intellectual property rights to such Deliverables, shall belong to Avolve, subject to the limited license granted to the Customer pursuant to the Licensing Agreement.

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STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described. Any services or term extensions denoted as optional will require further written acceptance and approval from the City.

SOFTWARE ACCEPTANCE DATE AND MAINTENANCE

Avolve will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Purchase Agreement/Sales Order. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement/Sales Order.

AUTHORIZED SIGNATURES

Avolve Software Corporation

By: _____

Name: Jay Mayne_____

Title: CFO_____

Date: 12/4/2020_____

Santa Ana, CA

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

_____
Ryan O. Hodge
Assistant City Attorney

avolve
professional services

Avolve Software Change Request Form

City of Somewhere

/

GENERAL INFORMATION

Change Request # (CR)	
Project/City/County	
Requestor Name	
Description of Change	*[Enter a detailed description of the change being requested]*
Date Submitted	
Priority	Low Medium High Required
Reason for Change Request	*[Enter a detailed description of why the change is being requested]*
Project Artifacts Impacted	*[List other artifacts affected by this change]*
Assumptions/Risks	*[Document assumptions or comments regarding the requested change]*
Comments/Considerations	*[Enter additional comments]*
Attachments/References	

ESTIMATES

Total Estimated Development Hours	*[#hrs]*	*[Enter the hour impact of the requested change]*
Total Estimated Development Duration	*[#dys]*	*[Enter the duration impact of the requested change]*
Schedule Impact	*[WBS]*	*[Detail the impact this change may have on schedules]*
Cost Impact	*[Cost]*	*[Detail the impact this change may have on cost]*
Comments/Recommendations		
PM Approval Signature		
Date Signed		
IDS Approval Signature		
Date Signed		

CITY OF SOMEWHERE AUTHORIZATION

Customer Approval Signature	
Date Signed	

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