

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT 2018.235**

THIS AGREEMENT ("Agreement") is made this 3 day of December 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Buildingeye Inc., located at 100 Pine Street #1250, San Francisco, California 94111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Scope of Work attached hereto as Exhibit A for a business intelligent dashboard, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the not to exceed amount of thirty thousand dollars (\$30,000.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes

hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000
8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be

construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually

performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

12.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY


IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY MANAGER


Raymond H. Gonzales

12.3.2018
Date

BUILDINGEYE INC.


Signature

11/07/2018
Date

Ronan Barrett
Printed Name

Chief Operations Officer
Title

Attest:

Stan Martin, Clerk and Recorder


Deputy Clerk

Approved as to Form:


Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Roanoke)

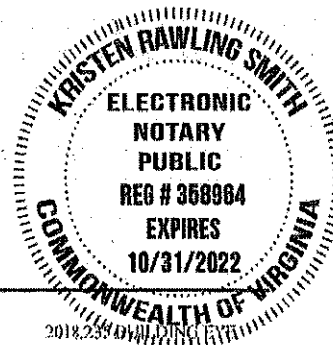
STATE OF Virginia) SS.

Signed and sworn to before me this 7th day of November, 2018,

by Kristen Rawling Smith


Notary Public

My commission expires on: 10/31/2022



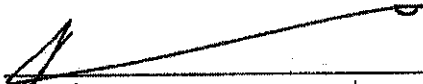
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

BUILDINGEYE INC.
Company Name

11 / 7 / 2018
Date


Signature

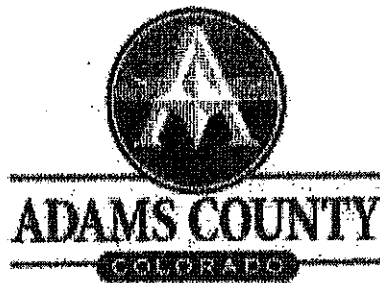
R. BARRETT
Name (Print or Type)

COO.
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Proposal for



Business Intelligence Dashboards

Submission by



Date: October 31st 2017



A

Qualifications & Experience



Section A

Qualifications & Experience

Experience

The company and team has extensive experience in handling data from a variety of back office systems and csv format files, we extract on a daily basis processing millions of records each month across multiple municipalities and agencies.

Our first implementation was integrated over four years ago and since then we have had a very successful working relationship implementing our solution in other agencies throughout the US.

The buildingeye platform is being continually enhanced, meeting the demands of many departments. The latest innovation is bringing focus on the productivity of these departments based on the information already extracted by buildingeye.

We have transformed cities such as San Francisco, Pittsburgh, Palo Alto among others providing 2-Click interfaces to records held in their back office system and have proven effectiveness and efficiencies for the benefit of Agency Officials and the communities they serve.

All work is completed in house by permanent staff, we do not use subcontractors in the provision of buildingeye solutions.

- We have implemented the successful release of similar solutions as the one proposed herein for the following agencies
 - City of Alameda, CA
 - City of Missoula, MT
 - City of Albany, OR
 - City of Pittsburgh, PA (Accela & CSV)
 - City & County of San Francisco (Accela & CSV)
 - City of Palo Alto, CA
 - City of Tuscaloosa (Socrata - Open Data Portal)
 - City of Redwood City, CA (CRW Back Office System)
- buildingeye has extensive internal knowledge of all aspects of the visualization functionality demanded by Agencies today.

References

References from clients are available on request.



B

Product / Project Scope



Section B

Product / Project Scope

Scope of Services

Overview

A buildingeye BI Dashboard Module is provided using its proprietary Interface for based on the following buildingeye Modules being available:

- Building (already provided)
- Planning (already provided)
- Enforcement (already provided)
- and, other modules as required

This proposal provides for historical data for 5 years and integration thereof, with an allowance for integration of your Accela data.

Project Timeline

buildingeye will implement the visualization of the Agency's Data within a timeframe of 12 weeks after the contract is awarded.

General Requirements

Current Software

buildingeye is currently extracting data from the Agency using the Accela API - some enhancements may be required to transform this data for use in buildingeye BI.

Availability

The buildingeye BI Dashboard Module is available to Agency Users only. All Agency Users should login to the buildingeye platform with their official Agency email address.

Web Service Compatibility

The buildingeye application is compatible across all standard based web browsers on Desktop, Tablet and Mobile devices.

Visual Functions

buildingeye BI Dashboard Module requires the User to understand and apply logic to the information being presented.

The interface will be simple expressed in easy to understand format based on the functions in a logical flow and visualization for agency staff and officials.

The buildingeye BI Dashboard will link back to the buildingeye Module with each record associated appearing as when clicked an Information panel appears with details and links to back office record details.

Agency branding will be located on the top bar and the preferred color style will be included consistently throughout buildingeye.



Section B

Product / Project Scope

Topics

A consultative strategy will be used to determine the final Dashboards presented - this will be led by Ronan Barrett for buildingeye and the management team in Adams County.

Organizing the data extracted from the Accela API and transformed information in buildingeye will be relevant to the Agency as this determines the available pool of information that can be analyzed as part of the implementation process. Guidance is set out below for up to 5 Dashboards that will be created to represent the pertinent information.

KPI - Key Performance Indicators

Here, we will display an overview of key metrics that represent the state of the Agency Department related module to include Input / Outputs, Throughputs, Values and other such workings that present instant indicators to illustrate positive or negative events impacting the Agency.

Each of the following dashboards should act as a definition and backup to the KPI's presented.

Backlog

A dashboard to profile records in order to ascertain resource requirements, skill demands and external influences affecting the smooth running of the Department.

Compliance - with regard to Policies

A dashboard should demonstrate to Agency management if their processes are keeping in pace with compliance or service level agreements as set out.

Performance

A dashboard that represents the state of records and their throughput based on target times associated with record types.

Trends

Capturing overview information into meaningful charts that represent overall inputs and outputs over the period of the data.

Workload

This highly defined dashboard provides an in-depth analysis of each record type and each staff member based on workflow, targets for processes and overall achievement - effective to understand resource issues such as skill shortages, work practices, etc.

Implementation & Handover

Hosting and Technical Assistance

buildingeye provides an always on service; support and escalation procedures are explained in full, see below.

Documentation

During Implementation, the Agency will be informed of progress through pre-arranged meetings by conference call.



Section C

Cost Proposal

Cost Proposal for buildingeye Modules

buildingeye product is provisioned on an annual subscription basis, renewed on the anniversary.

buildingeye Department Dashboards	Your Price
for the Building Module	\$7,500
for the Planning Module	\$7,500
Integration Fee to provide integration and further transformations of the data through the Accela API and buildingeye Platform	\$12,000
Integration Fee for Building Module workflow component	\$3,000
Total Cost	\$30,000

In addition to the subscription, we set out integration costs of \$15,000 to cover undertakings to deliver a comprehensive transformation of the data extracted from the Accela API and current transformations used for the buildingeye platform. This includes presentation of workflows on the Building Module.

Integration is payable on signing of the contract. A module is invoiced when work commences for that module and shall be due 30 days following issuance. Restricted access to the Agency is maintained throughout.

Buildingeye, Inc. shall invoice the Agency at the anniversary of each calendar year for all annual fees covering the subsequent year. All payments will be made in US Dollars to the designated account noted on each invoice. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. Agency is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on buildingeye's income and taxable property.

On the anniversary of the year term, unless otherwise agreed an increase of 7% is applied to each renewal.

Terms are valid for 30 days.