

Change Order



Agency: Manatee County, FL
 Project Code: MANA2SSIMP
 Contract ID: 03102015-1006756
 Initiating Department: Manatee County Building & Development Services
 Initiated By: Glenna Campana, Business Services Manager

CO #: 9
 Date: 10/3/2017

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

	Author	Version	Change Reference
9/22/2017	M.Hogan	V1	Draft for client review
9/22/2017	SMcGuire	V2	Removed Retention Payment, added phased implementation approach, added no cost 1a deliverables removed retention terms, added Section 2, revised staffing commitment
9/26/2017	M.Hogan	V3	Accepted agreed changes, modified payment terms acceptance criteria.
9/28/2017	M.Hogan	V4	Added Drive to Live scope and adjusted terms to comply with new approach.
9/29/2017	S.McGuire	V5	Revised Section 1, Change Process, removed staff chart, section 5, added staff table, rejected deletion Table 1, #153, added 139,149,150, 151, and 152., revised scope change, revised overview section
10/2/2017	M.Hogan	V6	Contractual Deliverables transferred to Phase 1A
10/3/2017	S.McGuire	V7	Clean up of grammatical errors, revised payment terms, revised billing terms
10/3/2017	M.Hogan	V8	Amended deliverable term dates, added SharePoint site updates., accepted V7 – final for review

Overview

Change Order 9 adjusts the Contractor's scope of work defined in Exhibit B Statement of Work v1.9. The added scope of work identified herein is critical for go-live Phase 1.

Section 1: Drive to Live Scope

The Drive to Live scope of work (listed in Table 1 below) includes final change requirements as recorded within each change log ticket maintained on the County SharePoint site as of 9/28/2017. The requirement details for each change is recorded within the County SharePoint Change Log Tracker of this document. Requests to change the requirements recorded within the Change Log Tracker (Table 1 below) will be considered out of scope and as a result, must be processed as outlined in Section 4 – Change Management Process, herein and in accordance with the Agreement Section 26.

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Table 1: Drive to Live Scope (3 Deliverable Terms Months). Required activities include technical development and Quality Assurance testing by the Contractor and correction for items not accepted due to bugs, non-compliance of the requirements defined in Section 1: Drive to Live Scope. It is expected at the end of each Deliverable term, open Severity Level 1 or 2 defects as defined in Section 3 below will be resolved and accepted for the Deliverable Term.

Upon notification of readiness and after the Contractor has developed and tested each item, the County will begin unit testing each item received within two business days. Regression testing and full end to end testing will occur at the conclusion of drive to live and as outlined in the Agreement, Deliverable 28. A change item is considered complete once it is successfully unit tested and accepted by the County.

On occasion, it is necessary for County Staff to require information from the Contractor to confirm the functionality of the product is the expected functionality. This happens often while testing and is a result of the County's unfamiliarity with the product. With regard to unit testing, and when it is necessary to confirm the functionality is as expected, the County assigned staff will notify the County's Project Manager. The County's Project Manager will notify the Contractor's Product Functional Consultant for response. The Contractor will provide a clarification response within two business days.

Change Log Number	Change Log Description
#152	Fees - Based on Documents in SharePoint folder – "MCG Approved Fees
#140	Receipt Alignment Report 1 and 2
#143	Change LP Scripts for Trade
#151	Script #107 Modification to work with all Modules and Records
#147	Report #53 Contractor List-Add zip and license Parameters
#138	Owner Performing Work
#139	Driveway Configuration Changes
#153	Document Type Changes – CL#153, Located on SharePoint in folder "MCG Approved Document Types" <ul style="list-style-type: none"> ○ OnBase Interface ○ Planning ○ Building and Licensing ○ DTS Conversion
#154	Temporary Certificate of Occupancy Workflow Task per Outline and (Record Type per Spec Scope)
#155	Inspections (Complete Inspection Revised Analysis 8/31/2017)

Due to the complexity of the development and testing of Fees, identified as Change Log Number #152, the Contractor agrees to begin development activities at the onset of Drive to Live.

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Scope Change Initiations

The following scope change initiations are not finalized by the County. Final requirements were not submitted by the County to the Contractor. The Contractor will provide consulting services during the three delivery terms to support the County with the finalization of their requirements listed below. Once the requirements are finalized, the County recognizes the development time for the changes listed below may require an additional delivery term in the event the Project Life Cycle, Section 2 has expired.

Correspondence	Description
Email	Private Providers
Email	Private Citizens
Email	ComPlus/SunGard Conversion – LP and Data

Note: Email definition is a change that is not recorded within the Manatee County SharePoint site and is in discussion purposes only through email correspondences between the County and Contractor.

Section 2: Payment Schedule and Terms

Payment Schedule

Project Life Cycle/Deliverable Name	Deliverable Term (13 weeks)	Deliverable Payment
Drive to Live - Month 1	October 9– November 3, 2017	\$150,000
Drive to Live - Month 2	November 6 – December 8, 2017	\$150,000
Drive to Live - Month 3	December 11 – January 5, 2018	\$150,000
Total Change Order Cost (inclusive of professional services and all travel expenses)		\$450,000

Deliverable acceptance as identified in the Agreement Section 8, is expected at the end of each deliverable term. Manatee County will provide a 14-day notification if there is a need for an additional Deliverable Term at the cost of \$150,000 per month.

The Contractor agrees the work defined in Section 1 has been reviewed for scope. Development, QA testing, Unit Testing and Acceptance, can be completed within the Deliverable Terms.

User Acceptance testing, as defined in Exhibit B Statement of Work, Deliverable 28 will begin after all required deliverables identified in the Section 2 Payment Schedule are complete and accepted. All remaining Statement of Work deliverables will follow the existing Agreement terms for go-live. The contractual deliverables noted below, are scheduled for a separate go-live identified as Phase 1A. User Acceptance testing (as defined in Exhibit B Statement of Work, Deliverable 28) will begin after all required for go-live changes (Drive to Live Scope) in the Modified Payment Schedule are complete and accepted.

Contractual Deliverables Transferred to Phase 1A

Manatee County will provide a 14-calendar day notification to the Contractor for Phase 1A work to begin. If the County is unable to start Phase 1A within 9 weeks from the Phase 1 go-live to production, the County will agree to pay 50% of the retention to the Contractor for accepted and paid deliverables identified in the Agreement, Exhibit B and completed as part of Phase 1. Code Enforcement and Track-it conversion field mapping documentation will

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be provided by the County as a best effort attempt to provide as much direction on required legacy fields as possible prior to the start of Phase 1A:

Phase 1A will include the following deliverables from the Agreement

Deliverable – Transferred to Go-live Phase 1a	Contract Payment - No Change
9A – Track it- Data Conversion Analysis	\$1,332
9B – Track it – Conversion Development	\$12,432
10A – Code Enforcement Conversion Analysis	\$1,332
10B – Code Enforcement Data Conversion Development	\$12,284
Total	\$27,380

Additionally, and at no cost to the County, Phase 1A Contractor Professional Services will include:

Deliverable	Deliverable	Acceptance Criteria
1A-1	Phase 1A Testing Support (Collaborative testing, mock runs between the teams)	No open Severity Level 1 or 2 defects as defined in Section 3 below
1A-2	Phase 1A Pre-Go-live Support (Deployment and Post Conversion Task Management and Checklist)	Go-Live Ready
1A-3	Phase 1A Go-live Support (Execution of Post Conversion Management and Tasks)	No open Severity Level 1 or 2 defects as defined in Section 3 below

Section 3 - Issue Resolution Severity levels are defined as follows

“Severity” Level 1 Defect

This is a problem in which its nature and/or severity prevents Manatee County from continuing its business. A Level 1 Defect may have one or more of the following characteristics: (a) a critical function of the Application / Device is not available; (b) the Application/Device hangs indefinitely and/or causes other Manatee County applications to hang; (c) the Application / Device crashes and/or causes other Manatee County applications to crash; and/or (d) a security incident has occurred or is suspected to have occurred.

“Severity” Level 2 Defect

This defect may have one or more of the following characteristics: (a) the performance, functionality or usability of one or more of the Application/Device's parts is severely degraded; (b) multiple users are impacted; and/or (c) one or more business functions are unavailable or unusable by the end users.

” Severity” Level 3 Defect

This is a failure of a system or part thereof which has a minor impact on an agency business process and can be handled on a non-immediate basis. Examples may include user requests (e.g., a report is not formatted correctly) and peripheral problems (e.g., output fails to print properly).

“Severity” Level 4 Defect - This is a cosmetic defect and does not impact functionality

Section 4 - Change Management Process

The County will record and maintain change requests on a new change request log within the County SharePoint titled: Drive to Live Change Tracker. Change requests are defined as any requirement changes to the Drive for Live Scope - in Table 1. Change requests for additional or revised functionality must be supported by the Program Sponsor. In the event the Program Sponsor agrees a change is required for a successful go-live, the Program Sponsor will solicit the support of the Executive Sponsor. If a change order is approved, the County and the Contractor will initiate the change order as described in the Agreement, Section 26. The County acknowledges the initiation of a Change Order during the Drive to Live activities has the potential to impact cost and schedule.

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Section 5 - Staffing commitments per Deliverable Term

Manatee County Resource Commitments

County Resource/Role Name	Percentage of Time dedicated to Deliverable Term
Program Sponsor- Suzie	60% per week, per deliverable term
Project Sponsor- Glenna	60% per week, per deliverable term
Project Manager- Jennifer	100% per week, per deliverable term
Core Team Lead- Sanford	100% per week, per deliverable term
Core Team- Diane	25% per week, per deliverable term
Core Team-Mindy	100% per week, per deliverable term
Core Team-Regina	100% per week, per deliverable term
Core Team-Ian	35% per week, per deliverable term
Core Team-Victor	90% per week, per deliverable term
Core Team-Brian	PRN
BADS SME Staff	PRN
ITS Technical Staff	100% - per data run-prep and post review and mitigation, and as data field changes are identified as critical for go live, running mock runs/results and fixing.

Accela/Byrne Resource Commitments

Accela Resource Role/ Name	Percentage of time dedicated per Deliverable Term
Solution Consultant - Amber	70% per week, per deliverable term - onsite 1 week per deliverable term
Solution Consultant – Janine	100% - per week, per deliverable term no onsite commitment
Project Oversight – Michelle	50% - per week, per deliverable term onsite 1 week for 1 st and last deliverable term
Project Manager – Jason	70% - per week, per deliverable term onsite 1 week per deliverable term
Product Functional Consultant – Rocky	50% - per week, per deliverable term no onsite commitment
Configuration Support to Solution Consultants	70%- per week, per deliverable term to support/complete large changes such as fees
Data Conversion Consultant	100% - per data run-prep and post review and mitigation, and as data field changes are identified as critical for go live, running mock runs/results and fixing.
Script Developer	100% - per week, per deliverable term amending and adding scripts as changes are identified as required for go-live

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Interface Developer	70% - amending existing interfaces as changes are identified as critical for go-live
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BILLING TERMS:

Contractor will perform the Services on a fixed-fee payment basis based on: the nature and scope of the services, associated Deliverables outlined in Section 1, the expected staffing requirements, project schedule, Contractors and County's roles and responsibilities and the other assumptions set forth in this Change Order. The Contractor's total price to perform the Services is based upon a three month Delivery Term described in Section 1 is (\$450,000). The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the parties, as stated in this Change Order.

Per the Agreement, Section 2.3, the County reserves the right to de-scope. In the event Section 1 Modified Payment Schedule Project Life Cycle/Delivery is not needed for the identified full three month Delivery Term, the County at its sole discretion shall provide written notification within 14 calendar days of the subsequent Deliverable Term(s).

EXPENSES: included within each monthly deliverable payment.

EXPIRATION:


Expiration will follow the terms of the Agreement Section 10.

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Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By: Manatee County	Accepted By: Accela, Inc.
By: 	By: 
Print Name: Theresa Webb	Print Name: Jonathon Knight
Title: Procurement Official	Title: Chief Customer Officer
Date: 10/10/17	Date: 10/3/2017

REVISED October 10, 2017 - Regular Meeting
Agenda Item #30

Approved in Open Session 10/10/17,
Manatee County
Board of County Commissioners

Subject

Change Order 9 to Agreement 13-2690JL for Accela Software Subscription & Professional Services

Briefings

None

Contact and/or Presenter Information

Presenter: John Barnott, Director, Building and Development Services, Ext. 3887

Contact: Greg Davis, Contracts Negotiator, Financial Management, Procurement Division, Ext. 3037

Action Requested

Authorize the County Administrator or his designee to execute Change Order 9 to Agreement 13-2690JL for Software Subscription & Professional Services with Accela in the amount of \$450,000 for a new total contract amount of \$4,705,111.35.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

Change Order 9 adjusts the Contractor's scope of work defined in Exhibit B Statement of Work v1.9 contained in Agreement 13-2690JL. The added scope of work identified is critical for go-live Phase 1 in Fiscal Year 2018.

The required activities include technical development and Quality Assurance testing by Accela and correction for items not accepted due to non-compliance of the requirements defined in Section 1: Drive to Live Scope.

The Accela Product, once implemented will be used to replace Building and Development Services aging permitting system. Efficiencies with the new system will include permitting online, a robust inspection module, and a consolidation of citizen complaints work process and public works planning related activities into one product.

Procurement History:

On March 10, 2015, the Board of County Commissioners approved the Agreement for Software Subscription and Professional Services with Accela, Inc., San Ramon, CA, for a total amount of \$3,768,521.35. This Agreement provides integrated building and development software solutions to enhance functionality, improvements to customer access, replacements of legacy systems, and a ten (10) year fixed-subscription cost which includes all support services and maintenance.

On October 11, 2016 the Board of County Commissioners approved the First Amendment to Agreement 13-

2690FL authorizing \$486,590 for Change Orders 1 thru 8.

This First Amendment incorporated the following technical updates and increased the scope of service:

- Citizen Action Center / Accela Citizen Access I
- Add Public Works Record Types
- Add 54 additional record types, 25 additional critical scripts, and an increase in report deliverables
- Citizen Action Center / Accela Citizen Access II
- Data Extract for Manatee ArcGIS
- OnBase Interface
- Additional Configuration

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Original to Board Records.

Copy to Accela, Inc., 2633 Camino Ramon, Suite 500, San Ramon, CA 94583.

Email copies to:

Building and Development Services, Attn: Glenna Campana glenna.campana@mymanatee.org

Procurement Division, Attn: Greg Davis gregory.davis@mymanatee.org

**Original document sent to Greg Davis by courier mail,
10/12/17, RT**

Cost and Funds Source Account Number and Name

\$450,000.00 Building Department Administration

Amount and Frequency of Recurring Costs

None

Attachment: [R067496 - CO #9 to T1500160 - Drive to Live Detailed Information.pdf](#)

Attachment: [Dept Memo - Change Order 9 - Accela.pdf](#)

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - October 10, 2017

October 10, 2017 - Regular Meeting
Agenda Item #27

Subject

Change Order 9 to Agreement 13-2690JL for Accela Software Subscription & Professional Services

Briefings

None

Contact and/or Presenter Information

Presenter: John Barnott, Director, Building and Development Services, Ext. 3887

Contact: Greg Davis, Contracts Negotiator, Financial Management, Procurement Division, Ext. 3037

Action Requested

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County Attorney Review

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Explanation of Other

Reviewing Attorney

N/A

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Email copies to:

Building and Development Services, Attn: Glenna Campana glenna.campana@mymanatee.org

Procurement Division, Attn: Greg Davis gregory.davis@mymanatee.org

Cost and Funds Source Account Number and Name

\$450,000.00 Building Department Administration

Amount and Frequency of Recurring Costs

None

Attachment: [R067496 - CO #9 to T1500160 - Drive to Live Detailed Information.pdf](#)

Attachment: [Dept Memo - Change Order 9 - Accela.pdf](#)

MEMORANDUM

To: Theresa Webb, Purchasing Official
From: John Barnott, Building & Development Services Director
Date: October 5, 2017
Subject: Change Order #9 for T1500160



This memo is being submitted to request that the following Change Order be processed for the Accela Term Agreement T1500160:

Change order 9 adjusts the Contractor's scope of work as a "Drive to Live" approach for Phase 1 of the BADS Accela project. The added scope of work identified herein is critical for the Phase 1 go live. Accela's third party contractor, Byrne Software, Inc. and County's roles and responsibilities are set forth in this Change Order 9. The budget amendment included the \$450,000 for this change order which was approved on 8/22/2017.

This Change Order #9 has been scheduled to go before the Board of County Commissioners on October 10, 2017. Please let our department know if you need any additional information to process this request.

Building & Development Services
1112 Manatee Avenue W
Bradenton, FL 34205
Phone number: (941) 148-4501