



County of Solano Contract Review Worksheet

Contract Number: (Dept., Division, FY, #)	
Authority:	
<input type="checkbox"/>	Dept Head Execute
<input type="checkbox"/>	CAO Execute
<input checked="" type="checkbox"/>	BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: General Services / Capital Projects		2. Date: 06/12/2025	
3. Contract Administrator: Megan M. Greve		4. Phone Ext: 7900	
5. Contract Attributes:		<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number: Contract No: Date: / /	
<input checked="" type="checkbox"/> Original <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Other - Software		Bid/RFP Required? Sole Source Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Bid/RFP No: Date: Please attach copy of Bid/RFP or justification.	
6. Description of Contract: Kahua Annual License			
7. Name of Contractor: Kahua		8. EIN - On File SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes: Name of Public Pension Plan: Date of Retirement:			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 06/24/2025 This amendment:		13. Termination Date: 06 / 24 / 2026 By this amendment: / /	
14. Contract Budget:		15. Payment Terms:	
Original Contract Amount: \$ 115,613		<input checked="" type="checkbox"/> Prepaid <input type="checkbox"/> Monthly <input type="checkbox"/> Arrears <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Fixed <input checked="" type="checkbox"/> Progress <input type="checkbox"/> Actual <input checked="" type="checkbox"/> Other <input type="checkbox"/> Estimate	
Total of Previous Amendments: \$ 0		16. Source of Funds: <input type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input type="checkbox"/> County Specify: _____	
Current Amendment: \$ 0		Fed Catalog No: _____	
Total Amount of Contract \$ 115,613		State Legislation: AB/SB	
17. Fund: 001 Budget Unit: 1271 Sub-object: 3271		18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/24/2025			
20. Remarks Agenda ID # 25-554			
21. Signature Route:			
<u>Megan M. Greve</u> Department Contract Administrator		<u>David J. Gallegos, Deputy</u> County Counsel	
06/16/2025		06/17/2025	
Dated		Dated	
HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		<u>Jarjet Potier</u> CAO Analyst	
Dated		06/26/2025	
Dated		Dated	



10000 Avalon Boulevard, Suite 600
Alpharetta, Georgia 30009

Company Name: Solano County
Address: 675 Texas Street
City, State and Zip: Fairfield, CA 94533

Contract Term: 1 Year w/4 one-year optional extensions
Contract Date: June 24, 2025
Licensing Dates: August 1, 2025 – July 31, 2026

Solano County – Capital Projects Management Division

Kahua Annual Subscription – Unlimited Users

Kahua – Platform Includes the following applications:

\$115,613 USD
(Year 1)

- Standard Platform with Document Management Suite
- Cost Management Suite
- Capital Planning
- Closeout
- kConnect
- Kahua Analytics (Power BI)
- rSchedule
- Snapshot (Project/Program Archiving)
- Datastore
- kBuilder

PAYMENT TERMS – including optional extensions

Year 1	Due August 1, 2025	\$115,613 USD
Year 2 Option	Due August 1, 2026	\$131,799 USD
Year 3 Option	Due August 1, 2027	\$138,389 USD
Year 4 Option	Due August 1, 2028	\$145,308 USD
Year 5 Option	Due August 1, 2029	\$152,573 USD



GSA Schedule 70 Pricing

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA OFFER PRICE	QUANTITY	Price
511210	KSL 1-99	Kahua Standard License	Kahua Standard License 1-99 Suite 1-99	Per user per year	1,265.64	18	\$22,781.52
511210	KAECM 1-99	Kahua AEC Cost Management	Kahua AEC Cost Management	Per user per year	190.58	18	\$3,430.44
511210	KDR 1-99	Kahua Design Review	Kahua Design Review 1-99	Per user per year	195.47	18	\$3,518.46
511210	KSSO 1-100	Kahua Single Sign On	Kahua Single Sign On (up to 100 users)	Per site per year	1954.66	1	\$1,954.66
511210	KD 1-99	Kahua Datastore	Kahua Datastore 1-99	Per site per year	1954.66	1	\$1,954.66
511210	KS 1-100	Kahua Snapshot	Kahua Snapshot	Per site per year	3904.43	1	\$3,904.43
511210	KPM 1-99	Kahua Program Management	Kahua Program Management 1-99	Per Site per year	9773.3	1	\$9,773.30
511210	KCP 1-99	Kahua Capital Planning	Kahua Capital Planning 1-99	Per Site per year	9773.3	1	\$9,773.30
511210	KLDA1-99	Kahua kConnect	Kahua Large Domain app 1-99	Per Site per year	15,520.00	1	\$ 15,520.00
511210	KS 0-50	Kahua Schedule	Kahua Schedule 0-50	Per Site Per Year	15,637.28	1	\$ 15,637.28
511210	KCL 0-50	Kahua Closeout	Kahua Closeout 0-50	Per Site Per Year	2,931.99	1	\$2,931.99
511210	KA 1-50	Kahua Analytics	Kahua Analytics 150	Per Site Per Year	24,433.25	1	\$24,433.25

Total Annual Subscription \$115,613.29

Notes:

- This quote is valid until June 30th, 2025.
- Kahua licensing effective start date is August 1, 2025.
- VM3 Consulting will provide implementation, training, integration, and data migration services pursuant to a separate contract.
- *Solano County shall enter into a direct agreement with VM3 Consulting Services for the provision of Kahua implementation, training, integration, and data migration services.*
- GSA Contract:47QTCA19D00CF
- Kahua grants an unlimited user license to Solano County Capital Projects Management Division, based upon an annual construction volume of \$60m. Kahua may, with ten (10) days prior notice, audit Customer's construction activity to ensure compliance with the agreed upon terms and pricing.
- Invoice amounts are due as shown under Payment Terms. For optional extension years, Solano County shall notify Kahua in writing of intent to renew licensed services for the extension year at least 60 days in advance of renewal period. Kahua will provide the commensurate invoice 30 days in advance of the upcoming renewal period.
- Kahua will assign a Customer Success Manager (CSM) to Solano to serve as a Point of Contact for our working relationship. While Solano will have direct access to Kahua technical/user support, the CSM can provide support and oversight for any issues requiring escalation within Kahua. Kahua's product and partner leadership will remain aligned with VM3 on specific roles/responsibilities between our 2 organizations in supporting Solano's long-term success



10000 Avalon Boulevard, Suite 600
Alpharetta, Georgia 30009

- Upon expiration or termination of the Agreement for any reason, Supplier will, unless otherwise directed by Company, (i) promptly return to Company, in one of the following formats: (a) metadata in CSV, Excel or SQL database, and contracts in Word or PDF, or (b) a format reasonably agreed on by the parties, all or any part of the Company Data. In addition, Company can extract their data from at any point in time leveraging the self-service applications Snapshot or Datastore.
- Sales tax, if applicable, to be applied upon invoice
- Link to EULA Terms and conditions: <https://www.kahua.com/end-user-license-agreement/>

Client Signature: 
William Emlen (Jul 2, 2025 17:13 PDT)

Kahua Signature: 

Printed Name: William Emlen

Printed Name: Tom Barham

Title: CAO

Title: CFO

Date: 07/02/2025

Date: 6/9/2025



SUPPORT AND SERVICE LEVELS

1. **Scope of Agreement.** During the Term of the Agreement to which this Schedule is attached and so long as Customer is not in breach of any obligations, Kahua agrees to provide the support services set forth below.

2. **Response Time by Priority.** Upon receipt from Customer of a report of an Error affecting Customer’s use of the Software Services, Kahua shall take reasonable measures to remedy the reported Error. Kahua may request certain information (data, screen shots, etc.) to properly validate and reproduce the Error. All resolution times will begin after Kahua validates and reproduces the Error. Kahua will provide response and resolution for reported Errors, in accordance with the following schedule:

Severity Categories	Definition	Time to Respond	Time to Resolution
Priority 1	Production system is completely unavailable or is inoperable, or is affected such that critical business processes are completely unavailable or inoperable.	Within 1 hour	Kahua will use reasonable efforts to provide a fix, or acceptable work around, and work continuously to resolve following receipt of notification and validation of Priority 1 issue.
Priority 2	Production system is available, but non-critical business processes and multiple users are substantially impacted, or are affected such that critical business processes are unavailable or inoperable.	Less than 4 hours	Kahua will make reasonable efforts to provide a fix or acceptable workaround within five (5) business days from the time Kahua is able to replicate the Error
Priority 3	Production system is available, but a single user or non-critical business processes are adversely impacted, or the test or development systems functions, but multiple users are impacted.	2 business days	Kahua will make reasonable efforts to provide a fix or acceptable workaround within ten (10) business days or provide in a scheduled service or maintenance release.

For purposes of this Schedule, “**Business Hours**” means 5:00 am – 10:00 pm (Eastern Time), Monday – Friday excluding holidays. All categories above specifically apply only to those issues that are within the control of Kahua.

3. **Support Services.** Subject to the terms and conditions of this Agreement, including payment of the fees to Kahua, Kahua shall provide the following support services (“Support Services”) during the Term from Kahua’s facilities:

a. **Telephone Assistance.** Kahua shall provide telephone assistance on an on-call basis during Business Hours. Kahua shall provide such telephone assistance (i) for consultation in the use, operation and maintenance of the Software Services as Kahua considers in its sole discretion reasonable to aid Customer in the use of the Software Services; and (ii) for the correction of Errors discovered by Customer. “Error” means a material failure of the Software Services to substantially perform the functions described in the corresponding documentation. Kahua will use reasonable efforts to return Customer’s calls to Kahua’s designated Support Services telephone number during the hours described above within two (2) business hours of such call. Customer shall only permit authorized Customer personnel to call Kahua for Support Services. Customer agrees that the placing of a service call by its personnel authorizes Kahua to undertake corrective action as determined by Kahua, and Customer will be responsible for any fees or expenses that result from such actions in accordance with this Agreement. The preferred method to communicate an issue to Kahua Technical Support is through e-mail at support@kahua.com. Alternatively, Customer may call Technical Support directly at 770-641-9994. Customer may also use either method to submit comments, questions and suggestions regarding the Software Services. Kahua may, but will not be obligated to, develop or implement any changes based on submitted comments or suggestions, which will be solely owned by Kahua.



b. Software Services Updates. Kahua shall supply Customer with Software Services updates including improvements, enhancements, or modifications to the Software Services that Kahua generally makes available to its other Customers and for which Kahua does not charge separately. The Software Services updates shall be treated as part of the Software Services for purposes of this Agreement.

c. Limitations & Exclusions. Kahua has the right to discontinue provision of Support Services in the event of: (i) Errors that arise out of improper handling or use of the Services by Customer, its employees, or agents, including use inconsistent with the documentation and this Agreement; (ii) Errors that arise out of changes, alterations, or revisions made by or on behalf of Customer; (iii) Errors that arises out of Customer's use of Services or equipment not expressly approved by Kahua in writing; (iv) problems arising out of Customer data, network, database, hardware, or operational or environmental factors not within the direct control of Kahua; (v) failure by Customer to install mandatory Software Services updates provided to Customer by Kahua from time to time (Kahua only agrees to provide Support Services for the most current version of the Software Services or on versions developed, configured, customized and maintained by Kahua for Customer, or as designated by Kahua and the version of the Software Services resulting from execution of the immediately preceding Software Services update as provided by Kahua); (vi) Errors arising out of Applications or other third party software or hardware; or (vii) Errors that are not reproducible by Kahua. If Kahua elects to provide Support Services for any of the preceding events, then Customer shall reimburse Kahua for all time spent by Kahua at Kahua's then-prevailing time and materials rates and for Kahua's reasonable expenses incurred in responding to correcting Errors arising from subsections (i) through (vi) above and any other false maintenance or support claims, or repairing any Customer alterations or revisions to the Services.

4. System Availability. Kahua will have at least 99.7% uptime during which the Platform will be available for Customer's use under the Agreement, as measured yearly, excluding scheduled downtime (as described below).

a. Unscheduled Downtime. Kahua will notify Customer within one hour of any known and verified unscheduled downtime of the Platform, and update the status to Customer hourly until the Platform is back up. Kahua will immediately notify Customer when the Platform is restored.

b. Scheduled Downtime. Scheduled downtime may include scheduled maintenance, upgrades of hardware or Services, or upgrades to increase storage capacity. Scheduled maintenance, while being conducted, may degrade the quality of the Software Services provided which may include an outage of the Software Services; provided, however, that an outage related to scheduled maintenance shall not be deemed to be non-Availability. Normal windows for scheduled maintenance are between Fridays' at 10:00 PM to Saturdays' at 2:00 AM, Local Time. Local Time shall refer to Eastern Standard Time or Eastern Daylight Time, whichever is in effect at the time. The Customer will be notified of scheduled downtimes that are expected to exceed one hour at least twenty four (24) hours before downtime occurs.

5. Customer's General Responsibilities:

- a. Reporting Errors promptly and accurately.
- b. Designating two members of Customer's technical staff who shall be Customer's representatives for contact with Kahua regarding Support Services.
- c. Providing sufficient information for Kahua to duplicate the Error, as described in the documentation, so Kahua can duplicate the Error, assess the situation, and/or undertake any needed or appropriate corrective action hereunder.
- d. Afford Kahua reasonable access to and use of the Software Services, and, if necessary, Customer's systems as may be necessary to diagnose and repair any Errors.
- e. Comply with the documentation and any operator or trouble shooting procedures for the Services provided by Kahua.
- f. Otherwise following instructions or suggestions from Kahua regarding use, maintenance, upgrades, repairs, workarounds, or other related matters. This includes upgrading to new versions of any software provided to Customer.