



Electronic Document Management & Collaboration Solution

City of Jonesboro, AR

("Customer")

Proposed Statement of Work

December 18, 2020





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07102019 Page 1 of 9



EXECUTIVE SUMMARY

This Statement of Work will focus on the **Setup** of a **Production and Test Environment** and the implementation of **One (1)** Best in Class **Building** plan review process. The goal is to implement **ProjectDox, Online Applicant Services (OAS)** and an **Advanced** permitting system 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)

Setup Offsite | Remote

Setup 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 and communication plan 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.

The date of acceptance for this milestone is the Software Acceptance Date.

Orientation and Configuration Requirements Session*

2 persons | Onsite

The Avolve PM will work with the City to perform an initial onboarding for the application with the project team and gather configuration requirements to complete the design for the Best in Class (BIC) Building Combo workflow process. 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 best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process 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 iWorQ Systems 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.
 - o Review Status Push of data to provide the permitting system the following data related to the plan review:
 - o Reviewer Name
 - Reviewer Department
 - o 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

07102019 Page 2 of 9



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, functional system and integration testing on the application, workflow, and overall process before meeting with the customer to conduct a review of the designed process and the start of UAT. Integration designs require the City to have or develop web services to allow for integration communication to the target systems from ProjectDox. Direct database calls from are not supported as part of the design.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - Configured working ProjectDox and OAS applications
 - Three (3) OAS forms: (1) Paper to Electronic, (2) Base, (3) Advanced
 - One Advanced Widget Validation
 - Payment Processor Integration iWorkQ (design, coding, and deployment to be completed by Limbic Systems, managed by Avolve)
 - One Building workflow
 - Advanced Integration

User Acceptance Training (UAT)

1 Person | Onsite

The UAT phase uses an agile methodology consisting consists of two sprints for testing each lasting 5 business days that include the delivery of the designed process, validation of the design by the Customer and resolution to design issues by Avolve before starting the next sprint. The Avolve team will provide application training in advance of UAT and guidance to the Customer on methods to test the designed process and system to work towards acceptance. Customer will validate the system configuration, forms, emails, integration and document any identified issues in the Tracking Log document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

During this phase the production environment will be setup. Upon approval of the user acceptance tested application the Avolve team will coordinate the promotion of the code to the production environment.

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

Training 1 Person | Onsite

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 except for 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

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

07102019 Page 3 of 9



Launch/Project Close Out

1 Person |Offsite

Deployment of the workflow processes and post go live support for a period of 5 business days. Customer will be transitioned to support post the 5-business day go live period.

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 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

- 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.
- 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. 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.

07102019 Page 4 of 9



- 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. Services for the development of the integration between iWorkQ Payroc payment processor and OAS will be subcontracted to Limbic Systems under the guidance and management of the Avolve Services team.
- 6. Customer acknowledges that there may be limitations in the integration between Avolve's software products and the iWorQ Payroc processor. Avolve Software will not be responsible for limitations identified in Avolve's software products to integrate with iWorQ Payroc. Avolve reserves the right to either elect, or decline, to make the necessary changes to its software products. In the event Avolve agrees to make the necessary changes to its software products, Customer agrees that this shall be at its sole additional expense.
- 7. Neither Avolve Software nor Limbic Systems shall be responsible for the support and/or maintenance of the iWorQ Payroc payment processor integration code. Additionally, support and maintenance of the iWorQ Payroc payment processor integration code will not be covered under the Avolve SLA maintenance contract. Any, and all services to support, review, update or alter the integration code are the responsibility of the customer, and/or can be acquired via a professional services engagement.
- 8. 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 439 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. 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.
- 9. 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.
- 10. 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.
- 11. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.
- 12. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.
- 13. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.
- 14. 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.
- 15. 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.

07102019 Page 5 of 9



- 16. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.
- 17. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.
- 18. 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.

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 \$7,500.00 and will be invoiced to customer as incurred. Due to COVID-19 restrictions, Avolve employee travel is not currently permitted. However, as the situation changes and travel is again permitted, the Avolve Project Manager assigned to City will work with the City Project Manager to evaluate travel options.

07102019 Page 6 of 9



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.

MS#	Deliverable	Description	Acceptance Criteria	Payment Amount
MSO	Contract Execution	First Year SaaS costs / On Premise Software	Contract Signature	100%
MSO	Contract Execution	20% Services	Contract Signature	20%
MS1	Project Kickoff	Project kick off meeting complete and initial environment installed	 Project Kick Off Meeting Conducted Project team can log into installed environment Sign Off Acceptance 	5%
MS2	Configuration Requirements Document (CRD)	Compiled configuration design requirements for Building Process	Delivered CRDSign off Acceptance Document	20%
MS3	Deliver functional ProjectDox application for Building Process	Deliver and review the design as defined in the CRD document.	UAT scheduled for Process 1Sign off Acceptance Document	10%
MS3	Design and Deliver functional OAS application forms	Design and deliver OAS application forms as specified in sales order.	Application forms deliveredSign off Acceptance Document	10%
MS4	Payment Processor Integration	Design and Deliver payment processing integration to iWorkQ Payroc	Sign off Acceptance Document	10%
MS5	User Acceptance Test	User Acceptance Testing for Building Process Complete Delivered Second Environment	User Acceptance Testing confirms requirement as agreed to in the CRD Sign Off Acceptance Document	10%
MS6	Training	Conduct End User Training Conduct Administration Training	Sign Off Acceptance	10%
MS7	Training	Conduct Rollout Training	Sign Off Acceptance	5%
MS8	Launch/Go-Live	Building Review process general availability launch	Process is launched	0%
MS9	Assurance Services		Per Signed Agreement/Change Order	As Used
			Total Services	100%

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.

07102019 Page 7 of 9



STATEMENT OF WORK ACCEPTANCE

AUTHORIZED SIGNATURES

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.

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.

Avolve Software Corporation	City of Jonesboro, AR
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

07102019 Page 8 of 9

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1							
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	ed description of why the change is being requested]				wested]
Project Artifacts Impacted	[List o	ther artifac	ts affected by thi	s change)			
Assumptions/Risks	[Docu	ment assu	mptions or comm	ents rega	rding the	reques	sted change
Comments/Considerations	[Enter additional comments]						
Attachments/References							
ESTIMATES							
Total Estimated Development H	ours	(#brs)	[Enter the hour impact of the requested change]				
Total Estimated Development D	uration	[#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 AU	THORIZ	ATION					
Customer Approval Signature							
Date Signed							