

City of Jonesboro

300 S. Church Street Jonesboro, AR 72401

Signature Copy

Ordinance: O-EN-003-2021

File Number: ORD-21:001 Enactment Number: O-EN-003-2021

AN ORDINANCE TO WAIVE BIDS AND PURCHASE AVOLVE PROJECTDOX SOFTWARE BY THE PLANNING DEPARTMENT

WHEREAS, the city is in need to complete the enhancement of the plan review process, permit tracking, code enforcement data, fire inspection data, stormwater permit tracking and other information by several city departments; and,

WHEREAS, Ordinance 20:042 was adopted on November 5, 2020 to purchase the IWorkQ software and Avolve PaperlessNow SaaS software, which is the first phase of the software programming needed for these tasks; and,

WHEREAS, the remaining phase to complete this software package involves the full version of Avolve ProjectDox, OAS Online Applicant Services, that provides for fully digital plans instead of paper documents; and,

WHEREAS, the price for the purchase of Avolve ProjectDox software is a one-time cost of \$206,950 with no additional recurring support costs; and,

WHEREAS, the cost of this software was included in the 2021 Budget approved by Resolution 20:244.

NOW, THEREFORE BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

Section 1: The Mayor and City Clerk may execute agreements to purchase the referenced software.

Section 2: The sum of \$206,950 will be paid from the 2021 budget of the Planning Department.

Section 3: That the City Council, in accord with the terms of A.C.A. Section 14-58-303, states that bidding in this matter is not practical since it is a uniquely designed platform that corresponds with the city's existing related software and hereby waives the requirement of competitive bidding.

PASSED AND APPROVED THIS 2ND DAY OF FEBRUARY, 2021.



City of Jonesboro, AR

Avolve ePlan Solution Proposal

December 18, 2020





Prepared by your Avolve Software Representative

Philip Comer

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www.avolvesoftware.com

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Email: pcomer@avolvesoftware.com



Quote Delivered To

Derrel Smith

Director of Planning & Zoning

derrel.smith@jonesboro.org

City of Jonesboro, AR

(870) 932-0406

Date of Quote: 12/18/2020

Quote Valid Until: 2/26/2021

ProjectDox ePlan Solution Pricing Agreement

SAAS - PROJECTDOX & ONLINE APPLICANT SERVICES (OAS)

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Production Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-P.L	Software as a Service (SaaS) for OAS & ProjectDox on a Production Environment with 6 virtual server-configuration. Designed for organizations who have approximately 100 concurrent users and 3,000 permits per year. Software included for SaaS Production: ProjectDox Software Subscription Unlimited Workflow license OAS Software Subscription Includes unlimited Application Forms license Includes SSA for six base forms preconfigured Services included for SaaS Production: Set up and installation of OAS & ProjectDox Managed services Annual OAS & ProjectDox upgrades 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	\$7,000.00	\$84,000.00



Software as a Service (SaaS) for OAS & 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 10 concurrent users and approximately 2,000 permits per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured 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. External users including the customer's IT car 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. Includes SSA for six base forms preconfigured. See Hardware Configuration section. Additional capacity requirements are available upon request.	12.00	\$2,000.00	\$24,000.00 Stal: \$108,000.00
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TRAINING

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Tier 4 Training	PKG-PDOX 4 TRN	Implementation Training Package Includes: 1:Introduction to ProjectDox 1: Introduction to Marking Up in ProjectDox 1: Workflow Business Process Training for Plan Reviewers 1: Workflow Business Process Training for Coordinating Staff 1: Pilot Workshop Class 1: Community Outreach Class 1: Project Administration Class 1: System Administration Class	1.00	\$15,400.00	\$15,400.00
				Training Sub-Total:	\$15,400.00



PROFESSIONAL SERVICES - PROJECTDOX

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Best-in-Class Level 1 ProjectFlow PLUS Services	PS- BIC.L1PLUS	Design and deployment of a Best-in-Class Building workflow	1.00	\$30,600.00	\$30,600.00
Onboarding Advanced Integration with iWorQ	PS- PF.AINT.ON BRD	Initial Services for Onboarding Advanced ProjectFlow Integration includes the below; additional quote may be required if scope changes during Analysis: • Project Creation - Configuration of the Avolve Project Creator Service to create a project in ProjectDox based on defined values from the permitting system. These include: • Permit/Project Number • Description • Applicant/Submitter First Name • Applicant/Submitter Email • Project/Case Type • Display of Permit/Application Information • Configuration of General Permit/Applicant/Contractor application data fields for display within ProjectDox via a web page/formlet. • Project/Permit Status Update - ProjectDox will notify the permitting system that the plan review workflow is complete when all reviews are approved PLUS: • Update assigned Review Tasks - ProjectDox will update Permitting System upon Plan Reviewer task completion	1.00	\$19,800.00	\$19,800.00
Assurance Services	PS-AS	45 Hours of Assurance Services - Invoiced monthly as used \$225/hour.	1.00	\$10,125.00	\$10,125.00
			Protessi	onal Services Sub-Total:	\$60,525.00



PROFESSIONAL SERVICES - ONLINE APPLICANT SERVICES (OAS)

Product Name	Product Code	Description	Qty	Unit Price	Total Price
OAS Setup & Training Services	PS- OAS.SUT	Setup Services: - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs.	1.00	\$4,275.00	\$4,275.00
OAS eForm Paper to eForm Services	PS- OAS.P2eF	Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1.00	\$1,350.00	\$1,350.00
OAS Basic eForm Services	PS- OAS.BeS	< 75 fields – w/ intelligent conditional entry/display	1.00	\$3,600.00	\$3,600.00
OAS Advance eForm Services	PS- OAS.AeS	>75 fields to 150 fields –intelligent conditional entry/display	1.00	\$5,400.00	\$5,400.00
OAS eForm Advanced Validation	PS-OAS.AV	Professional Services for eForm Advanced Validation Integration	1.00	\$5,400.00	\$5,400.00
OAS Payment Processor Integration	PS-OAS.PP	Integration with iWorQ Payment Processor, Payroc	1.00	\$18,000.00	\$18,000.00
			Professi	onal Services Sub-Total:	\$38,025.00

PAPERLESSNOW CREDIT

Product Name	Product Code	Description	Qty	Unit Price	Total Price
PaperlessNow SaaS Credit	SAAS.PN	PaperlessNow SaaS Credit	1.00	(\$15,000.00)	(\$15,000.00)
				Training Sub-Total:	(\$15,000.00)

Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred.	Grand	\$206,950.00
First year SaaS and 20% of Services shall be invoiced upon execution of Agreement. Payment for the total amount is due net thirty (30) days from the date of Initial Invoice. Payment via EFT. See notes for details.	Total:	Ψ200,330.00



OAS and ProjectDox End-User System Requirements

Client Specifications

Uniform specifications on end-user hardware, software capabilities and configuration will have a big impact on the end-user experience. We recommend deploying (at most) the following end-user hardware configuration:

Client Specifications				
Operating System	Windows 10 (64 bit)			
100 0000	Mac OS 10, iPad, Windows Tablet			
Processor	4 Cores, Processors 2.0 GHz or faster			
Memory	16 GB RAM or more			
Browser Cache	In Internet Explorer, this is 50MB by default and in most browsers, it can be increased to 250MB or up to 1GB. For Internet Explorer, the recommended cache is 1GB.			
Graphic Card	Single Monitor Support – Dedicated Graphics Card with Minimum 1GB Memory. Dual Monitor Support - Dedicated Graphics Card with Minimum 2GB Memory.			
Recommended Web Browsers	Internet Explorer 11 (32-bit only), Edge, latest releases of Chrome, Safari, and Firefox.			
Display	22" or larger with at least 1920 x 1080 screen resolution, resolutions under 2.5k are supported for Internet Explorer.			

Infrastructure Architecture in MS Azure

Avolve OAS and ProjectDox Infrastructure Design

Each Avolve customer is setup in Microsoft Azure. Every customer's files and data will be on separate storage environments. Avolve continues working with Microsoft to optimize and evolve its architecture to take advantage of several Azure features for security, scalability and performance purposes.



Backup and Disaster Recovery Configuration

Avolve Backup Process on MS Azure:

All servers are backed up nightly. All backups are retained for 30 days at two regions. For the primary and secondary regions, all backup copies will be within the closet region from your location. Each region consists of multiple data centers.

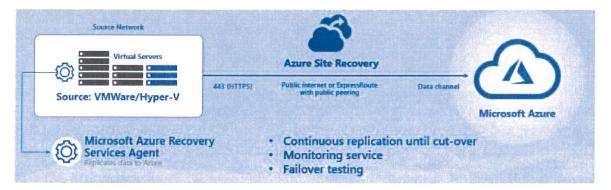
For the primary region, Azure stores 3 copies of the content across multiple data centers in the region. This provides uninterrupted access during disaster events. Transactions are also replicated synchronously.



Backups are transmitted to the paired secondary region via secure fiber loop. Azure backup process stores 3 extra copies of the content. The transaction will be asynchronous to the secondary data centers (500+ miles away from the primary location). This gives the jurisdiction a total of 6 copies of the data backup distributed in the primary and secondary regions.

Avolve Disaster Recovery Services on MS Azure:

Avolve OAS and ProjectDox includes Microsoft Azure Site Recovery (ASR) service in addition to standard Azure Backup Service. Avolve will manage the replication, failover, and recovery processes through ASR to help keep the jurisdiction's application running during planned (excludes software upgrades) and unplanned outages. With ASR, Avolve orchestrates and manages the backup and frequency of the Hyper-V servers, files, and database. Avolve will be conducting scheduled disaster recovery test on the jurisdiction's system to guarantee the RTO is within 24-32 hours recovery for the Production environment. The RPO is > 5 minutes and is dependent on Microsoft's backup cycle time based on latency and distance of the back systems. Faster RTO and RPO is available with additional Azure components if required.



Site Recovery is a native disaster recovery as a service (DRaaS), and Microsoft has been recognized as a leader in DRaaS based on completeness of vision and ability to execute by Gartner's Magic Quadrant for Disaster Recovery as a Service.

Additional CPU, RAM, IOPs and Storage:

The CPU, RAM, IOPs, and storage are based on the selected capacity level for the jurisdiction. Capacity levels are determined from the number of concurrent users and number of permits. The capacity is calculated based on Avolve's historical consumption results from various customers on Avolve's Cloud and Microsoft's recommendations. The selected capacity is a best-case estimate and is subject to change based on usage and strategic plans of the jurisdiction on the percentage growth for a paperless system.

Page 7 of 12 85254 202012-1691 Avolve Software Corporation | 4835 East Cactus Road | Suite 420 | Scottsdale, Arizona



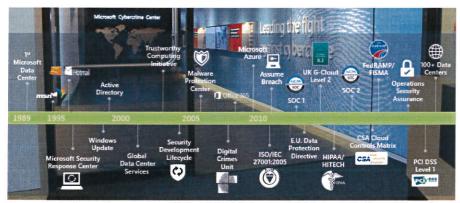
An annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. To prevent data loss, at 100% storage utilization, additional storage is automatically added, and additional storage will be invoiced.

Security & Safeguards

- MS Azure Data Centers are SOC 1-3, Tier 203, SAE 18 compliant
- MS Azure Commercial Cloud is FedRAMP and NIST 800-171 compliant



- Layer 3 and layer 4 firewall security with 1 firewall for the load balancer, 1 firewall for the web tier subnet, 1 firewall for the app tier subnet and 1 firewall for the data tier subnet.
- Microsoft \$1B+ investment in security R&D on MS Azure Cloud. Additional security information is available at https://azure.microsoft.com/en-us/overview/trusted-cloud/.



- All incoming and outgoing traffic goes through Azure load balancer which is protected by a Microsoft's network firewall
 called the Azure network security group (NSG). By default, all NSG's block incoming and outgoing traffic that are not
 related to Avolve software.
- Traffic is forwarded from the load balancer to the web tier subnet via network access translation (NAT). The web tier subnet has an additional NSG associated to it to filter incoming and outgoing traffic from/to the load balancer. In addition to the web tier subnet Avolve also has an application tier subnet and a data tier subnet. Each subnet has an NSG associated to it, so communication between each subnet is filtered via the NSGs.
- Avolve Production Environment Safeguard Guidelines:
 - Industry best-practices for systems operational control (SOC) and the National Institute of Standards (NIST) are an integral part of the Azure infrastructure, ensuring a very high level of security and system uptime for Avolve's customers and their environments. Avolve's security and operational policies are established in order to safeguard against any unauthorized access to data and/or potential service disruption that are a constant threat in today's world of online commerce. Therefore, the following policies are enforced by Avolve:



- Customer will have no access to the server infrastructure. Deployment and changes to Production server hardware
 and/or Operating System (OS) configuration in the system will be performed by Avolve and qualified partner staff
 only. Customers will be notified if modifications to their environments are required at any given time.
- Custom report creation requires direct access to the Production database. For this reason, Avolve will only support
 access to a Test environment where the Production tables for reports can be exported.
- Apart from machine-to-machine (M2M) VPN tunnels required for third-party software integration, no user accountbased VPN access will be granted to Avolve Production environment infrastructure or software applications.

Managed Services Operations

Avolve ensures high system availability and is backed by rock solid infrastructure and service level guarantees. Your Avolve ePlan Life Cycle licensed software is hosted in a secure, state of the art data center, and most importantly the application is expertly managed by Avolve. Meticulous attention has been given to security, backup, system redundancy and failover. Your Avolve ePlan Life Cycle application environment is monitored 24-7 for optimum health and security. And if an issue arises, our experts have immediate and direct access to your servers and software for quick diagnosis and resolution. Our comprehensive, Managed Services matrix details what you can expect from the Avolve:



	l	JS Mou	ntain Ti	me Zon	е
24x7 Support and Monitoring for SaaS Customers	8am-5pm	5pm-8pm	8рт-бат	6am-8am	Scheduled
Hardware and OS/Virtual System Monitoring & Support					
Server and network resources (i.e., CPU, RAM, Storage, and bandwidth) monitored with automated alerts for resource threshold, server failure, internet, and WAN connectivity. Alerts will not be able to monitor issues that occur within less than 1 second failure. Those issues are often discovered during application-level (i.e., OAS and ProjectDox) connectivity issues. • Monitoring Data Points: • Up/Down Status	х	х	X	x	



software ProjectDox® and OAS Price		US Mou	untain Ti	ime Zor	ne
24x7 Support and Monitoring for SaaS Customers	8am-5pm	5pm-8pm	8pm-6am	6am-8am	O charles
 Network Interface Errors CPU Warning Memory Warning Memory Critical CPU Critical Storage Warning Partition Warning Partition Critical Database Warning Database Down SSL warning SSL expiration Webserver Alerts DNS Custom designed Outage and Alert Plan - adds, changes, & modifications (add user, update firmware, modification, network configuration) Scheduled Hardware Audits 					
 Scheduled Hardware Audits OS and VMWare proactive management. This includes monitoring of any system level failure caused by OS and VMWare patches, viruses, or other issues Permission Control (group changes, file/folder permissions, Windows, or Linux) Optimize backend 	X	х	х	х	
 Log File analysis Best-practices recommendations Other services as requested Regular reporting based on customer preference VLAN creation/modification Cyber Security monitoring and automated alerts. 					
 Regular anti-virus scan and anti-virus removal Database Security Scheduled data recovery, OS & VMware patches and any hardware replacements 	X	Х	Х	Х	
Critical OS patches and updates					
Backup automated services 24x7 Infrastructure Support calls	X	X	X	X	
24x7 Infrastructure Support calls Dilication (OAS, ProjectDox, PlansAnywhere) Technical Support through ticket	X	Х	Х	Х	
Application Specific Monitoring	х	х	х	х	



	•	l	JS Mou	ntain Ti	me Zon	e
	24x7 Support and Monitoring for SaaS Customers	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
•	Database Performance Reviews					
•	Application Administration Assistance	Х		Х		
•	Scheduled Reports	Х				
•	System health checks					Х
•	Performance tuning Performance tuning ProjectDox DB Tuning and re-indexing (periodic ProjectDox configuration tuning and adjustments based on any progressive performance growth requirements Routine cleanup of the DLcache folder Restart of ProjectDox services and/or Servers during support or patches					х
•	Online Support Tickets: Responding to application issues reported	Х		Х		
•	Software minor patch updates for Support related issues					Х
•	Software resolution to fix a technical reported issue					Х
•	Application support for system down issues for Standard Support customers until problem is resolved or a work around has been identified	х	X	х	X	х



Notes:

EFT Remittance:

Avolve Software / Compass Bank

Routing #: 122105744 Account #: 2519753300

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.





Electronic Document Management & Collaboration Solution

City of Jonesboro, AR

("Customer")

Proposed Statement of Work

December 18, 2020





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

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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.
 - 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, 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

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

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.



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.

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- 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.
- 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.

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- 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.

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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.

Payment Amount	100%	20%	701	%c	7000	%07	7007	%0L	7007	%01	10%		10%		10%	2%	%0	As Used	100%
Acceptance Criteria	Contract Signature	Contract Signature	Project Kick Off Meeting Conducted Project from con log into intelled anyimment	Sign Off Acceptance	Delivered CRD	 Sign off Acceptance Document 	 UAT scheduled for Process 1 	 Sign off Acceptance Document 	Application forms delivered	 Sign off Acceptance Document 	Sign off Acceptance Document	User Acceptance Testing confirms requirement as	agreed to in the CRD	oigh Oil Acceptaine Document	Sign Off Acceptance	Sign Off Acceptance	Process is launched	Per Signed Agreement/Change Order	Total Services
Description	First Year SaaS costs / On Premise Software	20% Services	Project kick off meeting complete and initial	environment installed	Compiled configuration design requirements for	Building Process	Deliver and review the design as defined in the CRD	document.	Design and deliver OAS application forms as specified	in sales order.	Design and Deliver payment processing integration to iWorkQ Payroc	User Acceptance Testing for Building Process	Complete Delivered Second Environment		Conduct End User Training Conduct Administration Training	Conduct Rollout Training	Building Review process general availability launch		
Deliverable	Contract Execution	Contract Execution	Project Kickoff		Configuration Requirements	Document (CRD)	Deliver functional ProjectDox	application for Building Process	Design and Deliver functional	OAS application forms	Payment Processor Integration		User Acceptance Test		Training	Training	Launch/Go-Live	Assurance Services	
#SW	MSO	MSO	MS1		MS2		MS3		MS3		MS4		MS5		MS6	MS7	MS8	MS9	

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.



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.

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	
Ву:	
Name:	
Title:	
Date:	



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AUTHORIZED SIGNATURES

Software Corporation	
Jas.M	
Jay S Mayne (
CFO	8 _ 1
2/9/2021	
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City of Jonesboro, AR

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1		***************************************	The Part of the Control of the Contr	Marie and and an only		PARTIE CONTRACTOR AND	to consider the development of the state of		
GENERAL INFORMATION									
Change Request # (CR)									
Project/City/County							11104114 13007710 14 15411 15 75		
Requestor Name									
Description of Change	[Enter	a detailed	d descrip	tion of the	change	being requ	ested]		
Date Submitted	1								
Priority		Low		Medium		High	Required		
Reason for Change Request	[Enter	er a detailed description of why the change is being requested]							
Project Artifacts Impacted [List other artifacts affected by this change]									
Assumptions/Risks	ument assumptions or comments regarding the requested change								
Comments/Considerations	additional	l comme	nts]	300 00 100 000 0					
Attachments/References									
ESTIMÁTES				(225,0)	NEK				
Total Estimated Development H	lours	(#bcs.)	[Enter	the hour it	npact of	f the reques	sted change]		
Total Estimated Development D	uration	[#dys]	[Enter	the duration	n impa	ct of the req	quested change		
Schedule Impact		[WBS]	[Detail schedu		t this ch	ange may l	have on		
Cost Impact		[Cost]	[Detail	the impac	t this ch	ange may l	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									

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Avoive Software 01/01/2015