

# WEBSITE DESIGN & MAINTENANCE AGREEMENT

## 1. Definition of Terms

**ZED Digital:** 700 Taylor Rd, Suite 290, Columbus OH 43230

**CLIENT:** \_\_\_\_\_

**CLIENT ADDRESS:**

**Agreement Start Date:** \_\_\_\_\_

**Agreement Term:** 12 months, renewed automatically at end of this term for 12 months at a time, unless terminated with 90-day written notice by CLIENT at the end of each term.

**AGREEMENT:** This Contract and its attachment(s) as listed below.

**ATTACHMENT(s):** "Statement of Work"

## 2. Authorization

The above named CLIENT is engaging ZED, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the CLIENT's web space located on an ISP's computer. The CLIENT hereby authorizes ZED to access this ISP account, and authorizes the ISP to provide ZED with any necessary "write permission" for the CLIENT's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The CLIENT also authorizes ZED to publicize their completed website to Web search engines, as well as other Web directories and indexes.

## 3. Warranties

ZED represents and warrants to the CLIENT that it has the experience and ability to perform the services required by this AGREEMENT; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this AGREEMENT; and that its performance of this AGREEMENT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, CLIENT will not determine or exercise control as to general procedures or formats necessary to have these services meet CLIENT's satisfaction.

The CLIENT represents and warrants to ZED that it will provide CLIENT Materials as required in a professional, competent and timely manner; that it has the power to enter into this Agreement on behalf of CLIENT; and that its performance of this AGREEMENT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

## 4. Standard Website Products and Website Hosting Services

The standard **website development** as defined through ZED is as follows:

- E-mail/phone consultation. (Initial planning/development consultation is free)
- Up to 80 pages as described in the Statement of Work.
- Final copy shall be supplied by the CLIENT



- Custom Graphics. Company logo or other top-of-page graphic, bullets, lines, colored or textured background as well as two photos or graphics per page is included. Beyond the two photos or graphics per page, an extra charge will apply for scanning services, photography, and graphic design and modification.
- Installation of Web pages on the CLIENT's ISP host computer.
- Website development costs as set forth in the attached proposal

The standard **website hosting** as defined through ZED is as follows:

- As an Internet World Wide Web service provider, ZED provides a dedicated server computer that is integrated into the Internet. This server computer will send and receive information as related to the World Wide Web. The CLIENT will be connected to and utilize the hardware and software facilities of ZED to establish an Internet web site.
- Domain name search and advice. If a domain name is needed for the website, ZED will suggest appropriate names and do a search to ascertain the availability of those names. The determination of a domain name's availability through the domain name registration group "InterNic", does not guarantee it will be still available at the time of registration.
- Domain name registration or transfer. If needed, ZED will complete the necessary forms to register or transfer a domain name as selected by the CLIENT. Although ZED will submit forms to register a requested domain name in a timely fashion, ZED does not guarantee the availability of any domain name.
- The sending of spam or Unsolicited Bulk Email (UBE) is not permitted on accounts hosted by ZED.
- Website hosting includes features and restrictions as described in the proposal. Features and restrictions may be updated from time to time.
- Website hosting runs from the beginning of this AGREEMENT for a period of three months known as quarterly at which time it will be automatically renewed for each subsequent quarter under the same agreement and cost set forth in this AGREEMENT.

## 5. Fees.

ZED will execute this website design as specified by the CLIENT requirements as terms of this AGREEMENT to and incorporated in this AGREEMENT. Unless specified otherwise in the proposal, this website includes up to 80 Web pages. In case the CLIENT desires additional standard Web pages beyond the original number of pages specified, the CLIENT agrees to pay ZED at an additional rate of \$138.00 for each additional Web page. Where custom graphic work (beyond the scope of the "Custom Graphics" detailed above) is requested, it will be billed at the hourly rate of \$138.00.

## 6. Maintenance.

This AGREEMENT includes limited maintenance services, as set forth in the attached proposal. Maintenance services do not include removing nearly all the text from a page and replacing it with new text. If the CLIENT or an agent other than ZED attempts to update the CLIENT's pages during this time, time to repair the Web pages will be assessed at the hourly rate of \$138.00, and is not included as part of the modification time. From time to time, maintenance to CLIENT Web pages may required in order to protect CLIENT Web pages and/or the associated servers free or safe from viruses, cyber-attack, and other similar problems. If such a situation exists, ZED reserves the right and CLIENT hereby permits ZED to either (a) remove CLIENT Web pages from the server and the Web or (b) perform required maintenance for additional fees.



## **7. Payment.**

All services agreed to in this AGREEMENT, shall be sold for the price specified at the end of this document. Payment shall be by cash, check, or money order, in US dollars, and made payable to *CloserLook Search Services Inc.*

## **8. Payment Terms.**

See Statement of Work – Project Pricing.

## **9. Completion Date.**

ZED and the CLIENT must work together to complete the website in a timely manner. Much of this depends on receiving the appropriate images and text from the CLIENT. We agree to work expeditiously to complete the website in a professional and timely fashion.

## **10. Assignment of Project.**

ZED reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. ZED will be responsible for the final results of the project.

## **11. Additional Expenses.**

Client agrees to reimburse ZED for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

## **12. Additional Services.**

Any revisions, additions or redesign CLIENT wishes ZED to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment.

## **13. Copyrights and Trademarks.**

The CLIENT represents to ZED and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to ZED for inclusion in Web pages are owned by the CLIENT, or that the CLIENT has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend ZED and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT.

## **14. Age and Competence**

Client's representative undersigned certifies that he or she is at least 18 years of age and is authorized to enter into this Agreement on behalf of the CLIENT.

## **15. Limited Liability.**

CLIENT hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel. CLIENT hereby agrees to indemnify and hold harmless ZED from any claim resulting from CLIENT's publication of material or use of those materials. CLIENT hereby agrees to indemnify and hold harmless ZED in any claim resulting from the submission of illegal materials.



If ZED shall acquire an Internet Domain Name on behalf of the CLIENT, then in such case CLIENT hereby waives any and all claims which it may have against ZED, for any loss, damage, claim or expense arising out of or in relation to the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by ZED for any reason.

Under no circumstances, including negligence, shall ZED, its offices, agents or anyone else involved in creating, producing or distributing its services, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use ZED's services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to ZED's records, programs or services. Client maintains sole responsibility for data backups and restoration. CLIENT hereby acknowledges that this paragraph shall apply to all content on ZED's services. Notwithstanding the above, CLIENT's exclusive remedies for all damages, losses and causes of actions whether in AGREEMENT, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this AGREEMENT.

Notwithstanding anything to the contrary in this Agreement, in no event will either party be liable to the other under this Agreement for indirect, special, incidental, punitive or consequential damages of any type, including, but not limited to, loss of profits, loss of use of assets or loss of product or facilities downtime.

#### **16. Indemnification.**

CLIENT agrees that it shall defend, indemnify, save and hold ZED harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against ZED, agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by CLIENT, its agents, employee or assigns. CLIENT agrees to defend, indemnify and hold harmless ZED against Liabilities arising out of (a) any injury to person or property caused by any products or services sold or otherwise distributed on the website, (b) any material supplied by CLIENT infringing on the proprietary rights of a third party, copyright infringement, and any defective product which CLIENT has sold in the Web Design, and (c) any breach by CLIENT of any representation, warranty, covenant, or agreement contained in this Agreement. During any period that CLIENT is in breach of any covenant or obligation under this Agreement, including but not limited to nonpayment of fees hereunder, ZED is authorized to, and CLIENT hereby permits ZED to, remove CLIENT Web page(s) from the Web and the servers on which they are situated.

#### **17. Laws Affecting Electronic Commerce.**

The CLIENT agrees that the CLIENT is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend ZED and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENT's use of Internet electronic commerce.

#### **18. Copyright to Web Pages.**

Copyright to the finished assembled work of Web pages produced by ZED is owned by CLIENT. Upon final payment of this AGREEMENT, the CLIENT is assigned rights to use as a website the design, graphics,



and text contained in the finished assembled website. Rights to stock photos purchased on behalf of the CLIENT remain the property of their respective owners. ZED and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

**19. Authorship Credit.**

Client may select that ZED includes a byline and link on the bottom of their Web Page establishing authorship credit. This byline is upon agreement by both CLIENT and ZED and must be removed at any time upon written request by ZED.

**20. Non-Disclosure.**

ZED, its employees and subcontractors agree that, except as directed by Client, it will not at any time during or after the term of this AGREEMENT disclose any Confidential Information to any person whatsoever.

**21. Cancellation.**

In the event that work is postponed or cancelled at the request of the Client by registered letter, the payments made under this Agreement for design work will be due in full and are not refundable. CLIENT agrees to pay ZED pro rata for additional work completed through the date of that request. Delays of more than 90 days by CLIENT in providing the matter for the website will be construed by ZED as a request for cancellation. If additional payment is due, this shall be payable within ten days of the Client's notification to stop work. In the event of cancellation, the Client shall also pay any expenses incurred by ZED and ZED shall own all rights to the Work. The Client shall assume responsibility for all collections and legal fees necessitated by default in payment.

**22. Refund Policy.**

If the CLIENT applies by a registered letter for a refund within three days of signing this AGREEMENT, work already completed shall be billed at the hourly rate of \$85.00 and deducted from the initial payment. If the work that has been completed is beyond the amount covered in the initial payment, the CLIENT shall be liable to pay for all work completed at the hourly rate of \$85. No refunds will be made to CLIENT in the event of cancellation requests received by ZED more than three following the date this agreement is signed by CLIENT.

**23. Payment of Fees.**

In order for ZED to remain in business and control its overhead expenses, payments must be made promptly. Invoices are due NET 45 days. Delinquent bills will be assessed a \$25.00 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. ZED reserves the right to remove Web pages from viewing on the Internet until payment is made in accordance with this Agreement. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process, including but not limited to ZED legal fees. This AGREEMENT becomes effective only when accepted and signed by ZED. Regardless of the place of signing of this AGREEMENT, the CLIENT agrees that for purposes of venue, this AGREEMENT was entered into in Delaware or Franklin County Ohio, and any dispute will be litigated in Delaware or Franklin County, Ohio.

**24. Taxes.**

CLIENT agrees to pay any sales or other taxes applicable to the services provided under this Agreement.



**25. Entire Agreement.**

This AGREEMENT constitutes the sole agreement between ZED and the Client regarding its Web Design Service. It becomes effective only when signed by both parties. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Ohio. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

**26. Force Majeure.**

ZED shall not be liable or deemed to be in default for any delay to deliver the site or failures resulting directly or indirectly from any cause or circumstance beyond the reasonable control of ZED including but not limited to acts of God, acts of public enemy, war, accident, fires, explosions, electrical failures, strikes, postal delays, courier delays, internet service provider faults, acts of government or other authority, inability to obtain information materials or anything beyond ZED's reasonable control. The undersigned agrees to the terms of this AGREEMENT (CONTRACT) on behalf of his or her organization or business.

On behalf of the CLIENT:

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of ZED:

\_\_\_\_\_ Date \_\_\_\_\_



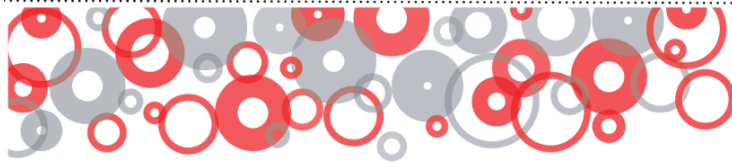
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## Statement of Work

### Website Redesign Project



**Version: 1.0**  
**Release Date: 1/4/2017**



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## INTRODUCTION

ZED Digital is proposing to a complete website redesign and update to the Internet website [www.gahanna.gov](http://www.gahanna.gov). The project will consist of a refresh and redesign of the current Internet site that promotes a sophisticated, user-friendly and professional feel, and provide an easy and effective way to share City information.

The following are the primary expectations of ZED Digital for this project:

- ☒ Website redesign using WordPress CMS
- ☒ ADA Compliance- WCAG 2.0 AA Compliant
- ☒ Content Organization
- ☒ Mobile Device Optimization
- ☒ Social Media integration
- ☒ Usability testing of website
- ☒ Soft Launch
- ☒ Hard Launch of website
- ☒ Ongoing maintenance
- ☒ Website hosting

## PHASE 1: ASSESSMENT

Prior to the implementation phase, ZED will provide an initial Assessment for the Gahanna.gov website. This assessment will include the following:

1. Gather, analyze, and report requirements obtained from key City stakeholders
2. Provide a Roadmap to implement the recommended solution. The Assessment will guide the refresh and redesign of the website in Phase 2.
3. Provide Project Management administration throughout the tasks above

## PHASE 2: IMPLEMENTATION

This phase will include the implementation of the website in a Wordpress CMS platform. **Programming**  
Upon receipt of your approval, we will:

1. Convert the design into web optimized files
2. Setup the new layout on the selected WordPress theme
3. Customize per the project specifications

Our approach is to first develop the home page followed by creating a standard format for the inner pages. The completed website navigation shall be optimized to contain a maximum of 80 pages. Once the shell has been produced, the design team will incorporate the content and distribute it throughout the site, in the appropriate areas.



### Content Migration

We will conduct a content placement check, randomly choosing the pages, formatting them and reviewing their look-and-feel. On approval, we shall begin a mass migration of all content from the old website. For dynamically changing content, such as news and events, content is gathered and migrated once the overall website is close to completion.

### Unit Testing

Upon completion of programming, our quality control experts perform a full site review to test and correct any errors and ensure that the site meets all specifications.

### Evaluation & Assessment/User Acceptance Test (UAT)

Upon completion of programming and our internal testing, we will request that your personnel perform a full site evaluation and report any issues. We continue to evaluate website visibility and optimization of the web pages for responsiveness.

### Final Updates & Implementation

Upon completion of the UAT, final updates are incorporated per the feedback and the website is submitted to you for final approval. We shall accomplish the task of integrating the website with Google Analytics for generation of Website analytic reports and work on search engine optimization.

**Project Milestones, Deliverables, Responsibilities, Acceptance Criteria for the two phases are detailed in the table below.**

Milestones	ZED Digital Deliverable Tasks, Responsibilities, & Role	City of Gahanna Responsibility	Acceptance Criteria
1.0 Kick Off Meeting (Prep and facilitation)	<ul style="list-style-type: none"><li>• Project Plan and Schedule</li><li>• Kick off meeting facilitation</li><li>• Provide Project Management Administration</li></ul>	Review and approve the plan and provide dates for kick-off meeting	Kick-off meeting  Project Plan has been reviewed and accepted by the Client Project Manager (PM)
2.0 Gather, Analyze and Report project requirements	<ul style="list-style-type: none"><li>• Meet with internal and external stakeholders to gather and elicit requirements that will assist in the redesign recommendations of the Internet site.</li></ul>	Provide availability of resources and meeting rooms to conduct stakeholder meetings.	Comprehensive documentation of the business requirements gathered  Summary of current end-user experience delivered



	<ul style="list-style-type: none"> <li>• A summary of the current end-user experience.</li> <li>• Document the functional requirements, content framework and content mapping for the new site.</li> <li>• Develop a Personalization Plan including personalization parameters</li> <li>• Provide Project Management Administration</li> </ul>		
3.0 Wireframe designs for new website	<ul style="list-style-type: none"> <li>• Wireframe design of the new site.</li> <li>• Usability testing of wireframes</li> <li>• Document the platform, hardware and software requirements and security requirements for the new site.</li> <li>• Develop a readiness assessment and roadmap for Phase II.</li> <li>• Summary of Phase I findings.</li> <li>• Provide Project Management Administration</li> </ul>	Provide access to internal and external users for usability testing. Provide meeting rooms for testing.	<p>Wireframe concepts approved</p> <p>Usability summary delivered</p>
4.0 Develop skeletal website	<ul style="list-style-type: none"> <li>• Setup homepage layout in WordPress per wireframe</li> <li>• Setup layout for key landing pages in WordPress</li> <li>• Develop site navigation, organization &amp; taxonomy</li> <li>• Header, footer, sidebar customization</li> <li>• Apply City of Gahanna branding elements (fonts, colors)</li> <li>• Content population</li> </ul>	<p>Provide branding requirements</p> <p>Review and approve home page layout and key landing page layouts in WordPress</p> <p>Provide site content</p>	<p>Skeletal Website developed to specs</p> <p>Content extracted from old site</p>



5.0 Develop onsite functionality	<ul style="list-style-type: none"> <li>• Develop custom functionality per approved specifications</li> </ul>	Review and approve onsite functionality	Onsite functionality completed and approved
6.0 Usability Testing with external users	<ul style="list-style-type: none"> <li>• Preparation for testing</li> <li>• Plan &amp; perform testing</li> <li>• Prepare usability test report</li> </ul>	Provide access to 8-10 external City of Gahanna end-users for testing	Usability testing session completed and report delivered
7.0 Content support, custom graphics and site setup	<ul style="list-style-type: none"> <li>• Image selection, sizing and preparation</li> <li>• Develop graphics for pages if needed</li> <li>• Content review and revisions</li> <li>• SEO keyword research</li> <li>• Develop SEO keywords and coding for key landing pages</li> <li>• Review content for SEO friendliness</li> <li>• Content population to site</li> </ul>	Review & approve site graphics  Review and approve content populated	Website completed and approved for launch
8.0 Data Visualization.	We will integrate this product to the site.	Provide access to tech person(s) at City of Gahanna who will work with ZED	Initial cost (one-time) for CloserLook Search® Data Visualization engine
9.0 Monthly support & maintenance	ZED will provide tech support to Gahanna personnel as needed	Provide access to tech person(s) at City of Gahanna who will work with ZED to support the website	Up to 5 hours of support delivered per month
10.0 Hosting	ZED will provide hosting for the website	Provide access to tech person(s) at City of Gahanna who will work with ZED	Website hosting on our Linux VPS server and: 4GB of memory, 120GB of storage and unlimited bandwidth. Term: 1 year  Terminated with 90 day written notice at end of term.



11.0 Data Visualization licensing fee after year 1	Ongoing usage for data visualization software	Provide access to tech person(s) at City of Gahanna who will work with ZED	Ongoing maintenance and usage costs for CloserLook Search® Data Visualization Software Term: 1 years  Terminated with 90 day written notice at end of term.
12.0 Rebranding/re-skin	Color, font and image update to the website after the rebranding.		Update website theme and layout with new brand guidelines  Update site with revised imagery

Additional amounts will only be paid if the additional work has been authorized, via a written Change Order, by the agent liaison of the City of Gahanna. Additional service hours are billable at the rate of \$138/hour.

#### CHANGE CONTROL PROCESS & PROCEDURE

This section outlines the process to be used to monitor changes to the SOW. No change will be binding on the parties until the parties execute a written amendment to this SOW, in the form of a Change Order. Any modification or deviation from the standard functionality, or changes to the time or costs will be subject to the scope control procedures. ZED Digital or the City may initiate the request for change process whenever there is a perceived need for a change that will affect the overall costs, time line or functionality of the project. A log of change requests will be reviewed at progress meetings and will be included with the project status reports to check on changes, which have not been completed.

To manage project scope, the parties will use a standard scope control document called the change order (Change Order) form. This form is used to control scope changes in the project, as well as record issues and problems identified throughout the implementation process. The Change Order form is also used to control the draw on any contingent services budget for the project.

#### WARRANTY

During the first 90 days ZED shall Warranty for bug at no additional cost to Client. This will include commercially reasonable technical support and assistance to correct any errors or deficiencies, but shall not include the development of enhancements to the Project or other services outside the scope of the Proposal.



Post Warranty Maintenance: Upon expiration of the Warranty Period, ZED will provide Support Services based on the monthly service plan detailed in the table above.

### PHASE 3: SUPPORT & MAINTENANCE

**Ongoing maintenance and support, hosting for the website. These tasks are detailed below.**

#### **Training**

We will provide a training session with manuals to your designated site manager(s). Our WordPress training process for your employees will include the following:

1. WordPress Needs Assessment
2. Establish Training Plan, Training Environment
3. Determine User Documentation Requirements
4. Determine WordPress Customization Needs
5. Website Customization topics will include the following:
  - Web Management/Forms
  - Creating Pages
  - Page Layouts
  - Styling Guidelines
  - Font Styles
  - Home page and landing page updates
  - Menus
  - Links and Anchors
  - Uploading Images
  - Videos
  - File Attachments
  - Photo Slideshows

#### **Support & Maintenance**

Support & Maintenance Service Includes:

- Website Trouble shooting
- Bug fixes
- 24/7 Technical support
  - Regular & Emergency telephone support with 2-hour response 24 hours a day, 7 days a week including all regular American holidays.
- Changing text and/or graphics on the sites
- Website protection against Cyber-attacks
- Technical and platform support



## 24x7 SUPPORT POLICY

When we are notified, issues are assigned to one of the two categories listed below, based on their severity.

Category 1 - Site Outage/Emergency Support	Category 2 – Tech support and regular maintenance
<ul style="list-style-type: none"><li>• Issues that render the site as a whole or any vital function unusable</li></ul>	<ul style="list-style-type: none"><li>• Issues causing the site to constantly function slowly, but correctly</li></ul>
<ul style="list-style-type: none"><li>• Actions that severely compromise the security of the site or data held within it</li></ul>	<ul style="list-style-type: none"><li>• Minor faults where parts are not functioning properly, but this does not affect the overall impact of the site</li></ul>
<ul style="list-style-type: none"><li>• Data logged by the web server is corrupt.</li></ul>	<ul style="list-style-type: none"><li>• All other scheduled maintenance work or site additions/changes</li></ul>
<ul style="list-style-type: none"><li>• Emergency messages or information to be distributed on the website or via email blasts/social media etc.</li></ul>	<ul style="list-style-type: none"><li>• Website content updates that occur that need our support during or after business hours</li></ul>
Please contact us ASAP. We will begin investigation and work within 2 hours of your notification. This includes holidays and after hours.	Please contact us as soon as possible. Our service policy is to deliver a resolution within 1-2 business days depending on the complexity of the issue.

## Hosting

For hosting purposes, we recommend hosting the website on a Linux VPS server. The system includes daily backups. Backed up data can be restored through the hosting control panel with ease. We provide monthly website software updates with latest versions, plugins and security patches to provide adequate cyber security. Several layers of spam protection, Secure Socket Layers, and Password protected directories are in place to prevent hacking, viruses, and spam infiltration.

We recommend starting at Option 1 with the ability to upgrade to Option 2 if additional memory is required:

Option 1: 4GB of memory, 120GB of storage and unlimited bandwidth

Upgrade Option: 8GB of memory, 240GB of storage, and unlimited bandwidth

## PROJECT PRICING

In no event shall the total amount of compensation for this project exceed \$61,895.00 Additional amounts will only be paid if the additional work has been authorized, via a written Change Order, by the agent liaison of the City.

The parties have agreed to certain acceptance criteria which are intended to enable a successful completion of the project to the satisfaction of both the CITY and ZED Digital. These criteria are set forth in the table above and will be used to objectively measure and demonstrate the successful installation and operation of the required software and services for this project.



During this project, the City will request that ZED Digital submit acceptance certificates at the completion of each of the major milestones identified above. The milestone will be deemed accepted once the criteria listed and supporting tasks have been satisfied. Upon approval and signoff of each major milestone, ZED Digital will have authorization to invoice the CITY as outlined in the payment schedule below. The signed acceptance certificates should accompany each invoice and be mailed to the attention of the Project Manager. Appendix A outlines a sample format of the Acceptance Certificate. Unless otherwise agreed to by the parties in writing, the payments in table below shall be due on completion of each milestone after acceptance by the City. Payments are due promptly prupon receipt of each invoice.

Milestones	Payment Terms
1.0 Project Kick Off	\$5,700
2.0 Gather, Analyze and Report project requirements	\$10,200
3.0 Wireframe designs for new website	\$12,125
4.0 Develop skeletal website in CMS	\$12,375
6.0 Usability Testing with external users	\$8,500
9.0 Maintenance & Support	\$7,500 payable in 4 quarterly payments
10. Hosting	\$840 payable in 4 quarterly payments
12.0 Rebranding - Update website theme and layout with new brand guidelines	\$2327.50
12.0 Rebranding - Update site with revised imagery	\$2327.50

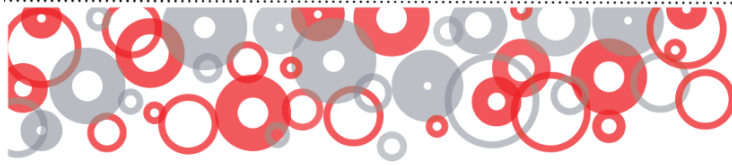




## CHANGE CONTROL PROCESS AND PROCEDURES

This section outlines the process to be used to monitor changes to the SOW. No change will be binding on the parties until the parties execute a written amendment to this SOW, in the form of a Change Order. Any modification or deviation from the standard functionality, or changes to the time or costs will be subject to the scope control procedures. ZED Digital or the City may initiate the request for change process whenever there is a perceived need for a change that will affect the overall costs, time line or functionality of the project. A log of change requests will be reviewed at progress meetings and will be included with the project status reports to check on changes, which have not been completed.

To manage project scope, the parties will use a standard scope control document called the change order (Change Order) form. This form is used to control scope changes in the project, as well as record issues and problems identified throughout the implementation process. A sample of the Change Order form is attached hereto as Appendix B. The Change Order form is also used to control the draw on any contingent services budget for the project.



## PROJECT ACCEPTANCE

I have reviewed the information contained in the Scope of Work and agree to the baseline commitments and terms and conditions specified within.

\_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

ZED Digital

\_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

CITY OF GAHANNA



## APPENDIX A

### CERTIFICATE OF ACCEPTANCE

Sign-off on this milestone indicates the following:

#### Completed Deliverables:

Milestone	Deliverable	Completion Date	Deliverable Payment Amount

#### Sign-off:

Signature	Printed Name	Date
CITY Project Manager:		
ZED Digital Project Manager:	Sumithra Jagannath	



## APPENDIX B

### SCOPE, SCHEDULE, & COST CHANGE REQUEST FORM

<b>CHANGE NUMBER:</b>		<b>DATE INITIATED:</b>	
<b>PROJECT NAME:</b>		<b>DATE COMPLETED:</b>	
<b>DEPARTMENT:</b>		<b>CONTRACT NUMBER:</b>	
<b>PROJECT MGR NAME:</b>		<b>PHONE NUMBER:</b>	

#### IMPACT OF CHANGE ON SOW

<b>Description of Change Request:</b>
<b>Justification for Change Request:</b>

<i><b>SOW SECTION</b></i>	<i><b>IMPACT/CHANGE</b></i>	
<b>CATEGORY OF CHANGE</b>	<b>FROM</b>	<b>TO</b>
COST		
SCHEDULE		
SPECIFICATION		

DISPOSITION OF CHANGE		Do Not Complete		No Changes		Make Changes
<b>Approval</b>						
Title		Name		<u><b>SIGNATURE</b></u>	<u><b>DATE</b></u>	
<input type="checkbox"/>	EXECUTIVE SPONSOR			_____	_____	
<input type="checkbox"/>	CITY PROJECT MANAGER			_____	_____	
<input type="checkbox"/>	ZED DIGITAL MANAGER			_____	_____	

