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COBB COUNTY, GA
ADDENDUM -1
and
SUPPLEMENTAL TERMS AND CONDITIONS
for Scope of Services
Enterprise Asset Management System – Cityworks Implementation Facilities Management
WITH WOOLPERT, INC.

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This Addendum-1 and Supplemental Terms and Conditions ("Addendum-1") are hereby agreed to, made and entered into by and between Cobb County, a political subdivision of the State of Georgia, (hereinafter "Cobb County" or "County"), **Woolpert, Inc.,** an Ohio corporation (hereinafter "Vendor" or "Contractor" or "Company" or "Woolpert"). These Supplemental Terms and Conditions shall be made an addendum or exhibit to the underlying contract and agreement titled **General Services Administration (GSA) Schedule MAS – IT Category, Corporate Contract Earth Observation Solutions, Contract Number GS-35F-0425P dated April 7, 2019 through April 6, 2024,** ("Contract" or "Agreement") and shall have the same force and effect as the terms and provisions in the Contract. County and Company may be referred to individually as "Party," or collectively, as "Parties." The Effective Date of this Contract shall be **July 31, 2023 ("Effective Date").**

It is understood by the Parties that no subcontractors are engaged to perform Work under this agreement.

I.   Scope of Work, Price

A.   **SCOPE** County has procured an Enterprise Asset Management System through City of Mesa, Arizona Contract # 2018011-02 for Information Technology Solutions and Services with SHI International Corp. (incorporated herein by reference) from Azteca Systems, LLC (Cityworks Software License and Maintenance Agreement incorporated herein by reference) that Company shall implement for use by County. Subject to the terms and conditions herein, the term "Program" or "Work" means all of the work, services, and labor to be provided and performed and completed by Company under and as reflected in the Contract, which shall be construed to include all addendums and exhibits thereto. These Supplemental Terms and Conditions shall be an addendum and/or exhibit to the Contract and shall have the same force and effect as the terms and provisions in the Contract.

B. **PRICE**. The total Addendum-1 amount payable by Cobb County shall not exceed the maximum amount of $369,106.00 ("Addendum-1 Price").

Cityworks Implementation:	Price:	$339,106.00
Maintenance Year 1:	Price:	$ 15,000.00
Maintenance Year 2:	Price:	$ 15,000.00
Addendum-1 Price		**$369,106.00**

II.   General Conditions
A. <u>TERM</u>. Unless terminated earlier, the term of this Addendum-1 shall begin on the Effective Date and shall continue until two years after system go-live acceptance.

B. <u>TERMINATION.</u>   This Agreement may be terminated by the methods listed below. If this contract is terminated for any reason other than the County's termination for cause as set forth in (ii) below, County shall be liable only for goods, services or deliverables accepted.

(i)   For Convenience. The County reserves the right to terminate the Contract for convenience, without cause, with thirty (30) days written notice to the Company. The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated for convenience, the County shall be liable only for goods or services or deliverables accepted.

(ii)   For Cause. The County reserves the right to terminate the Contract if Company breaches a material provision of the Contract, fails to complete a Deliverable in a timely manner, and/or fails to dedicate adequate and qualified personnel to the Project. Upon notice of a termination for cause, Company shall have ten days to cure such breach or failure. Failure of Company to cure such breach or failure within ten days shall entitle County to a refund of all compensation paid to Company.

(iii)   For Non-appropriation.   The Contract will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County. This Contract does not create a debt of County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

(iv)   By Statute. In compliance with the terms of O.C.G.A. § 36-60-13 for multi-year contracts, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be renewed and extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of each term, unless either party notifies the other in writing of its intent not to extend this Agreement at least thirty (30) days prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the Initial Expiration Date, at least thirty (30) days prior to the expiration of the then-current annual period. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. This Agreement does not create a debt of the County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

B. <u>ENTIRE AGREEMENT.</u>   This Agreement, together with all addenda, attachments and exhibits listed below and incorporated herein by reference, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives:

  (i)   Woolpert, Inc., Professional Service Agreement

        i.   Woolpert, Inc., Terms and Conditions

        ii. Attachment A: Compensation

        iii. Attachment B: Scope of Services

  (ii)   Statement of Work Cobb County Addendum-1 and Supplemental Terms and Conditions

  (iii)   Woolpert, Inc.'s, General Services Administration Federal Supply Service Authorized Federal Supply Schedule Price List Corporate Contract GS-35F-0425P **dated April 7, 2019 through April 6, 2024**

  (iv)   **Exhibit "__"** Sealed Bid **NOT USED**

  (v)   **Exhibit "__"** Company's Bid/Proposal **NOT USED**

  (vi)   **Exhibit "_7_"** Information Security

  (vii)   **Exhibit "C-1"** Change Process

  (viii)   **Exhibit "C-2"** Company's Work Request Form

  (ix)   **Exhibit "S-1"** Contractor Affidavit and Agreement

  (x)   **Exhibit "S-2"** Subcontractor Affidavit and Agreement

  (xi)   **Exhibit "S-3"** Immigration Compliance Certification

  (xii)   **Exhibit "S-4"** Conflict of Interest Affidavit

No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

C. <u>LICENSE.</u>

To the extent that the Contract involves or includes the use of any third-party software, the Company agrees to obtain County approval from the assigned IS Manager before such software is installed. The parties agree that notwithstanding anything to the contrary herein, that with respect to any third-party software, the County will enter into a software license directly with the third-party software developer and that all matters pertaining to performance, warranties, and guarantees applicable to the software shall be between the County and the third party software developer whereas all matters pertaining to performance, warranties, and guarantees applicable to implementation and integration services performed by the Company shall be as provided in this Agreement.

Furthermore, Company warrants and represents that:

    i. Company agrees to provide a list and description of all software and licenses required or necessary for the use of such software, to include any continued use or maintenance contemplated by the Contract during the license term of the software;

    ii. Subject to County obtaining the software, Company has all rights necessary to implement and integrate the Software;

    iii. Company is not and will not infringe the intellectual property rights of any third party;

    iv. <u>Licenses shall be obtained by the County</u>.

    v. Company agrees to comply with the requirements of the Cityworks Software License and Maintenance Agreement, including all Addenda.

D. <u>INDEPENDENT CONTRACTOR STATUS / RESPONSIBILITY</u>. The parties agree that an independent contractor relationship is created by this Contract. The County is interested only in the results to be achieved, and the conduct and the control of the Work will lie solely with the Company. Company assumes all responsibility for the provision of tools and equipment used in, and the method of, the performance of this Contract. Nothing contained in this Contract shall be construed to constitute the Company or any of its employees, servants, agreements, or subcontractors as an employee, servant, or agent of the County for any purpose. The Company shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of the Contract with the Company. The Company shall not be considered an agent or employee of the County. The County will not withhold income or other taxes on the fees paid to the Company under this Contract and Company shall be solely responsible for the payment of all such taxes. The Company is not entitled to any of the benefits that the County provides for the County's employees.

E. <u>STAFF</u>. Company shall maintain at all times, until the completion of the Project, experienced technical/implementation staff, in adequate numbers and with necessary skillset, functions and responsibilities satisfactory to County; and ensure that staff carries out, inter alia, the following duties: (i) preparation and execution of the plan of activities proposed for project implementation, pursuant to the provisions of the SOW; and (ii) proper testing prior to milestone, deliverable or solution turnover to County staff.

F. <u>STAFF REPLACEMENT</u>. County shall have the right to require the removal and replacement of Company's technical/implementation staff member(s) from providing services to County under this Contract. County shall notify Company in writing of such action. Company shall accomplish the removal and replacement within five (5) business days after written notice to Company. County shall review and approve the appointment of

the replacement staff. Said approval shall not be unreasonably withheld. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Company's staff from providing further services under the Contract.

G. STAFF TRANSITION. If it is known that a member of the Company project team will be leaving the project, a replacement will be chosen to join the team, and become familiar with the project before the original team member leaves, to ensure that the transition-in will be seamless. If a member of the Company project team leaves unannounced, prompt replacement shall be made in accordance with section F.

H. REVIEW AND INSPECTION OF WORK. The County may request at any time and the Company shall produce progress reports or copies of any Work as performed under this Contract. Refusal by the Company to submit progress reports shall be cause to withhold payment to the Company until the Company complies with the County's request in this regard, or cause for termination of this Contract.

I. CONFIDENTIALITY. Company acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Company agrees that confidential information it receives or such reports, information, opinions, or conclusions that Company creates under this Contract shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Company shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not. Company acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Company further acknowledges that, if Company submits records containing trade secret information and if Company wishes to keep such records confidential, Company must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

J. WARRANTY. Company hereby expressly warrants that the Work to be performed hereunder will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Work is provided and as required under the terms of the Contract. Company warrants to County that all Services or Goods furnished in connection with Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance, payment or termination of the Contract subject to the time periods herein. These warranties are cumulative and in addition to any other warranty provided by law or equity. If County gives Company notice of noncompliance within 12

months of the County's acceptance of the completion of Services or delivery of Goods, Company shall, at its own cost and expense, promptly replace or repair nonconforming Goods or Services. This paragraph shall be construed as being in addition to any warranty provision in the Contract.

K. <u>PRECEDENCE.</u> The Parties agree that, should these Supplemental Terms and Conditions be in conflict with any other terms and conditions, including any term or condition in the Contract, these Supplemental Terms and Conditions shall control.

L. <u>GOVERNING LAW AND VENUE.</u> This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, located in Cobb County, Georgia, shall have exclusive jurisdiction to hear any claim between the Company and the County in connection with the Contract, and Company submits to the jurisdiction and venue of such courts. Prior to filing any claim or action related to this Contract, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

M. <u>SEVERABILITY OF PROVISIONS.</u> If a part or any provision of this Contract shall be invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, which shall be interpreted so as to give the greatest effect possible thereto.

N. <u>DELIVERY OF NOTICES.</u> All written notices, demands, and other papers or documents to be delivered to the County or the Company under this Contract shall be delivered personally, by prepaid registered or certified mail return receipt requested, or by overnight receipted delivery service to the following addresses:

If to Cobb County:

Cobb County Information Services Department
100 Cherokee Street, Suite 520
Marietta, Georgia 30090
Attention: Project Manager or Contract Manager

Cobb County Attorney
100 Cherokee Street, Suite 350
Marietta, GA 30090

If to Company:
Woolpert, Inc.
Attention: <u>John Cestnick</u>
6100 Waterford District Drive Suite 440, Miami, FL 33126

Any subsequent changes to place or places specified above shall be designated in writing by the Company and the County to the other.

O. <u>ASSIGNMENT.</u> This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by the County or Company without the prior, written consent of the other party.

P. <u>THIRD PARTY BENEFICIARIES.</u> Neither party intends to directly benefit a third party by this Contract. The parties agree that no third party shall be entitled to assert a right or claim against either of them based on this Contract.

Q. <u>MATERIALITY.</u> Each provision of this Agreement is a material provision and the failure of either party to perform any one provision hereof shall be the basis for terminating the Agreement for cause. The failure to enforce any provision under the Contract shall not be deemed a waiver of such provision or modification of the Contract.

R. <u>COMPLIANCE WITH LAWS.</u> Company shall comply with all applicable federal, state and local laws, codes ordinances, rules and regulations in performing under the Contract.

S. <u>AMENDMENT.</u> No modification, amendment, or alteration in the terms of conditions contained herein or in the Contract shall be effective unless contained in a written document prepared with the same formality as the Contract and agreed to by both Parties in writing.

T. <u>COUNTERPARTS.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. <u>WAIVER.</u> No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Company with this Agreement, and no custom or practice of County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County's right to demand exact and strict compliance by Company with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

V. <u>HEADINGS.</u> All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

W. <u>INVALID TERMS.</u>

    (i) Notwithstanding anything else in this Agreement, including any exhibits, attachments or links provided therein, no term shall be valid that:

        i. Requires the County to:

            1. Defend, indemnify, or hold harmless another person or entity; or

2. Be bound by terms and conditions that are unknown at the time of signing such contract or that may be unilaterally changed by the other party; or

    ii.   Provides for:

1. A venue for any action or dispute other than the Superior Court of Cobb County, Georgia; or

2. The contract to be construed in accordance with the laws of a state other than the State of Georgia; or

3. Binding arbitration; or

4. An automatic renewal such that County funds are or would be obligated in subsequent fiscal years; or

    iii.   Is inconsistent with the provisions of O.C.G.A. § 50-18-70 *et seq.*, relating to open records.

(ii) If Agreement, including any exhibits, attachments or links provided therein, contains a term prohibited under subsection (i) of this section, such term shall be void, and the Agreement shall be otherwise enforceable as if it did not contain such term.

X. <u>TIME IS OF THE ESSENCE</u>. With regard to all dates and/or time periods in this Agreement or any of the documents incorporated by reference into this Agreement and/or the mutually agreed to project plan, time is of the essence.

<u>LIQUIDATED DAMAGES</u>. The Parties agree that the damage to County of failure to complete the Scope of Services in a timely manner is difficult or impossible to accurately estimate. As such, Company shall pay $<u>100</u>, as liquidated damages, for each business day between the completion date of the Scope of Services and the date that the Scope of Services is actually completed. The Parties agree that the liquidated damages are intended to provide for damages and are not a penalty. Such liquidated damages are County's exclusive remedy for any delay of 30 business days or fewer, but they do not preclude other remedies for other injuries, including without limitation for delay in excess of 30 business days.

<u>Delays.</u> Company shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays to the extent caused by County or others not under the control of Woolpert or similar delays experienced by its subconsultants. In the event of a delay subject to this provision, Company's schedule and fee shall be equitably adjusted.

<u>Tracking of Delays</u>. The Company and County project managers will review the project schedule monthly to determine if there are any project delays affecting the final completion date of the Scope of Services. Changes in the project schedule will be documented, tracked,

and agreed to each month by the project managers throughout the project duration. It is expected that the project managers will work together in good faith to define project delays.

III.   Indemnification

3.1   The Company covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. To the fullest extent permitted by law, the Company shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, and representatives(individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability including but not limited to reasonable defense attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by, any subcontractor, anyone directly or indirectly employed by the Company or subcontractor or anyone for whose acts the Company or subcontractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section.

3.2   In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Company, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Company, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement to the extent that the claims are caused by acts or omissions that occurred during the performance of this Agreement.

IV.   Subcontracts

Company shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by County. Subcontractors must comply with the same insurance requirements as the Company. Subcontractors must comply with the requirements of the Georgia Security and Immigration Compliance Act as set forth in this Agreement.

V.   Examination and Retention of Records

Company shall maintain, and the County and its representatives shall have the right to audit, examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the Work or performance of the Contract and similar materials relating to work performed for County under this Contract on file for at least seven (7) years following the date of final payment to the Company by County. Company shall maintain all books, records, work papers, documents, accounting ledgers, data bases for at least seven (7) years following the date of final payment to the Company by County. All records stored

on a computer database must be of a format compatible with the County's. Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. All original documents, including, but not limited to, reports, plans, work papers, (including electronic copies), documents, data and records developed in connection with the services performed hereunder shall belong to and remain the property of County. Company may retain electronic files and reproducible copies of such documents.

VI. Insurance

A. Requirement:

At its sole expense, Company shall maintain, during the term of this Agreement, the following insurance:

(a) workers' compensation insurance as required by law and Employers Liability limits of $1,000,000 per accident;

(b) general liability insurance against hazards arising from the performance of the services on County's premises, with limit of liability for personal injury, including death resulting therefrom, on an occurrence basis of $1,000,000 per occurrence and in the aggregate, and with a minimum limit of liability for property damage on an occurrence basis of $2,000,000 in the aggregate, and including premises/operations, products/completed operations contractual liability independent contractors, and broad-form property damage coverage;

(c) automobile insurance with a limit of liability of $1,000,000 combined single limit per accident and in the aggregate for bodily injury and property damage, including all owned, hired and non-owned vehicles; and

(d) umbrella coverage in the minimum amount of $2,000,000 combined single limits per occurrence.

(e) Company shall, upon execution of the Contract, provide County with original certificates of insurance and endorsements to such policies of insurance: (1) evidencing the coverages required hereunder, naming County, its elected officials, officers, employees and volunteers as additional insureds to the extent of Company 's insurance and indemnification obligations under this Agreement; (2) providing that Company's insurance coverage shall be primary insurance as respects such additional insureds and any self-insurance of such additional insured shall be in excess of Company's insurance and not contribute to it; however the primary and non-contributory nature of Company's insurance shall only apply to the extent of County's status as an additional insured; (3) providing that the failure to comply with reporting provisions of the policies shall not affect coverage provided to such additional insureds; and (4) providing each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits

except after thirty (30) days' (or 10 days' for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to County, or, as to nonpayment or premium, such minimum notice as is required under Georgia law.

(f) The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the insured parties for losses arising from services or work performed by Company for County.

B.   Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company, premises owned, leased, or used by the Company; and automobiles owned, leased, hired, or borrowed by the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Company to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

(b) Primary Insurance Requirement. The Company's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Company's insurance and shall not contribute with it.

(c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(d) Separate Coverage. Coverage shall state that the Company's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

(e) Defense Costs/Cross Liability. With respect to general liability and automobile insurance, coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

C.   Workers' Compensation and Employers Liability Coverage

The Company shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Company, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation

against County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Company for County.

        D.   <u>Waiver of Subrogation</u>

Except as prohibited by law, the insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Company for County.

        E.   <u>All Coverages</u>

(i)   Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, except after thirty (30) days' (ten (10) days' for non-payment of premiums) prior written notice by certified mail, return receipt requested, has been given to County, in care of the

Cobb County Information Services Department
100 Cherokee Street, Suite 520
Marietta GA 30090

County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii)   Acceptability.

The insurance to be maintained by Company must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County as to form and content.

(iii)   Failure of Insurers.

The Company shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

        F.   <u>Verification of Coverage</u>

Company shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by County before any work commences. County reserves the right to require complete,

certified copies of all required insurance policies at any time. The Company shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

G.   Subcontractors

Company shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

VII.   GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

A. IMMIGRATION COMPLIANCE.

County and Company agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

Physical Performance of Services includes any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.99.

B. Company further agrees and represents that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed **Exhibit "S-1" Contractor Affidavit and Agreement**, included herein by reference.

C. Company further agrees and represents that:

  i. Company (and any subcontractors, regardless of tier) shall fully comply with the requirements for completing **Exhibit "S-3" Immigration Compliance Certification** and that such certification shall be received by County prior to the commencement of any work under the contract or subcontract;

  ii. Company (or any subcontractor, regardless of tier) shall notify County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;

  iii. Company shall be responsible for obtaining and providing to County **Exhibit "S-2" Subcontractor Affidavit and Agreement** and **Exhibit "S-3" Immigration Compliance Certification**, each incorporated herein by reference, from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;

  iv. County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

  v. Any contractor and/or subcontractor retaining any other subcontractor to perform

services under the contract shall provide legal notice to any subcontractor of the requirements of County for immigration compliance and further provide notice that County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

vi. Failure to comply with any of the requirements and procedures of County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by county or state officials upon request; and/or failure to continue to meet any of the statutory or county obligations during the life of the contract) shall constitute a material breach of the Agreement and shall entitle County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

vii. Upon notice of a material breach of these provisions, Company (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, County shall be entitled to all available remedies, including termination of the Contract, the requirement that a subcontractor be dismissed from performing work under the Contract, and any and all damages permissible by law.

D. IMMIGRATION COMPLIANCE CERTIFICATION

Prior to commencing work under any contract for the physical performance of services, Company shall submit a completed **Exhibit "S-3" Immigration Compliance Certification**.

Prior to allowing any other subcontractor to perform work under the contract, Company shall obtain a completed **Exhibit "S-3" Immigration Compliance Certification** from each subcontractor (regardless of tier) and submit the same to County.

VIII. CONFLICT OF INTEREST AFFIDAVIT.

A. Company agrees and shall execute **Exhibit "S-4" Conflict of Interest Affidavit** attesting that it shall not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation. Company certifies that, to the best of its knowledge, no circumstances exist that will cause a conflict of interest in performing the services required by this Agreement, that no employee of County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Company or his subcontractor(s) and that no person associated with Company or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should Company become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Company shall immediately notify County. If County determines that a conflict of interest exists, County may require that Company take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Company when such services were performed while a conflict of interest existed, if Company had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.

B. Company warrants that it and its subcontractor(s) have not employed or retained any company or person, other than a bona fide employee working solely for Company or its subcontractor(s), to solicit or secure this Agreement and that Company and its subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Company or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

C. Company shall include the terms and conditions of Paragraphs A and B of this Section in all subcontractor agreements for Work to be performed under this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written.

COBB COUNTY, GEORGIA

By: _____   Date: _____
    Lisa N. Cupid, Chairwoman
    Cobb County Board of Commissioners

ATTEST:

_____   Date: _____
Pam Mabry, County Clerk

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE

By: _____   Date: _____

COMPANY: WOOLPERT, INC.

By: _____   Date: _____
    Authorized Signatory: John Cestnick
    (SEAL, IF INCORPORATED)

ATTEST:

By: _____   Date: _____
    Printed Name:

EXHIBIT "S-1"

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contactor or subcontractor will:

(1)   Notify County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2)   Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached **Exhibit "S-2" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;

(3)   Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "S-3" Employer Immigration Compliance Certification** prior to the commencement of any work under the contract/agreement;

(4)   Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5)   Maintain records of such compliance for a period of five (5) years and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6)   Allow the audit or review of records of compliance by County upon request.

_____
EEV (E-Verify) Program User ID Number

_____   _____
BY: Authorized Officer or Agent   Contractor Business Name
          (Contractor Name)

_____   _____
Printed Name   Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS THE ____ DAY OF _____, 20__
_____   Commission Expires: _____
Notary Public

Effective 09-20-2013

EXHIBIT "S-2"

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned subcontractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contactor or subcontractor will:

(1)   Notify County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2)   Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the **Exhibit "S-2" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;

(3)   Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "S-3" Employer Immigration Compliance Certification** prior to the commencement of any work under the contract/agreement;

(4)   Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5)   Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6)   Maintain such records for a period of five (5) years.

_____
EEV (E-Verify) Program User ID Number

_____   _____
BY: Authorized Officer or Agent   Subcontractor Business Name
           (Contractor Name)

_____   _____
Printed Name   Date
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE ____ DAY OF _____, 20__
_____   Commission Expires: _____
Notary Public

Effective 09-20-2013

EXHIBIT "S-3"

EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

(To be completed by Contractor and all subcontractors prior to contract initiation, every six months after commencement of work, and at any time there is a change in personnel assigned to the Project.)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to **Statement of Work-1 Cobb County Cityworks Implementation:**

_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;

- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;

- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;

- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate;

- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;

- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Employer Name and Address:

_____   _____
Signature of Officer   Printed Name/Title

_____   _____
Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS THE ____ DAY OF _____, 20__

_____   Commission Expires: _____
Notary Public

EFFECTIVE 09-20-2013

EXHIBIT "S-4"

CONFLICT OF INTEREST AFFIDAVIT

As a duly authorized representative of Company _____, I,_____ _____, with the title_____, certify that to the best of my knowledge that the Company did not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation, that no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Subscribed and Sworn before me
on this the _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered as of the date of last signature, between Woolpert, Inc., 375 Northridge Road, Suite 300, Atlanta, GA 30350-3296 ("Woolpert") and Cobb County Government, a political subdivision of the state of Georgia ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: Enterprise Asset Management System – Cityworks Implementation Facilities Management ("Project"), all as described below:

1. **Scope:** Woolpert and Client agree the intended scope of service is limited to and described within **Attachment A: Compensation**, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identified within Woolpert's proposal.

2. **Schedule:** Client acknowledges that Woolpert has developed a project fee and will allocate resources to furnish and complete its scope of professional services based upon discussions with the Client which resulted in the agreed upon scope attached to this Agreement as **Attachment B: Scope of Services**. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. **Budget:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the agreed upon scope attached to this Agreement as **Attachment B: Scope of Services**. Client understands that a modification to the budget may reasonably impact Woolpert's planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.

4. **Fees:** Client agrees the total compensation due Woolpert for its professional service demonstrated in **Attachment A: Compensation** is described within **Attachment B: Scope of Services**. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence.

5. **Insurance:** Woolpert maintains an insurance program, at its sole cost and discretion, which includes continual coverage for both professional and commercial liability. When required by a written document, and if permitted by applicable law and/or industry regulation, Woolpert will accommodate specified terms and condition and/or afford additional insured status upon its applicable policies. Client shall be responsible for the costs of insurance required by the project that is beyond Woolpert's typical insurance program. A project-responsive copy of Woolpert's ACORD specimen is available upon Client's request.

6. **Communication:** Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement.

7. **Coordination:** Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible)

concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality.

8. **Change Management:** Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

9. **Documentation:** Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope and/or obligations required of this Agreement.

10. **Issues:** Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible.

11. **GSA Contract**. This contract incorporates the terms of the Woolpert GSA Contract # GS-35F-0425P. Where appropriate the term customers shall mean the Client. In the event of a conflict between the terms of the GSA Contract and this Agreement, the terms of the GSA Contract shall govern. In the event of a conflict between the terms of the GSA Contract and the Cobb County Supplemental Terms and Conditions, the terms of the Cobb County Supplemental Terms and Conditions shall govern.

12. **Integration and Agreement:** This Agreement, inclusive of the above referenced GSA Contract and any attachments and the Cobb County Supplemental Terms and Conditions, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. Attachment A: Compensation,

Attachment B: Scope of Services, Terms and Conditions, Cobb County Supplemental Terms and Conditions, and Woolpert's GSA Contract # GS-35F-0425P are incorporated herein by reference and expressly made part of this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

COBB COUNTY GOVERNMENT:

Signed: _____

Name: ___Lisa N. Cupid, Chairwoman___

Title: ___Cobb County Board of Commissioners___

Date: _____

ATTEST:

Signed: _____

Name: ___Pam Mabry___

Title: ___County Clerk___ .

Date: _____

Woolpert, Inc.:

Signed: _____

Name: _____John Cestnick_____

Title: _____Senior Associate_____

Date: _____

TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available.

Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement.

Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service.

Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Drawings, specifications, documents, and data prepared or collected by Woolpert in conjunction with the Project may be used by Client.

In the event of Client's termination for anything other than cause, suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 30 days have passed upon Client's receipt.

If Client makes any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change.

Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-

2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared, in general, and these data in particular. Related graphics are intended to aid the data user in acquiring relevant data.

This Agreement is to be governed by and construed in accordance with the laws of the state where the project is situated, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction based upon the project's location.

Attachment A: Compensation

see Statement of Work.

ADDITIONAL SERVICES

Woolpert's current rate schedule for non-scoped implementation services offered on a Time & Material basis is as listed in the following table. These rates are valid through Go-Live and two (2) years post go-live support.

Resource	Hourly Rate
Program Director	$235
Project Manager	$200
Senior Systems Analyst	$200
Junior Systems Analyst	$130
Senior Developer	$200
Junior Developer	$175

Attachment B: Scope of Services

Client's Representative

- Name: Tara Crisp
- Company: Cobb County Information Services
- Address:
- Phone Number: 770.528.8712
- Email address: tara.crisp@cobbcounty.org

Woolpert's Contact

- Name: Tom Merce
- Office Phone Number: 571.403.3017
- Email address: Tom.Merce@woolpert.com

Services

The full Scope of Services is included within the following: ATTACHMENT B: SCOPE OF SERVICES

Enterprise Asset Management System – Cityworks Implementation

Facilities Management, Cobb County, Georgia

SCOPE OF SERVICES

WOOLPERT

ARCHITECTURE | ENGINEERING | GEOSPATIAL

Table of Contents

Document Control

	Change Record		
Date	**Author**	**Version**	**Change Reference**
2022.02.28	John Cestnick	1	Original Draft following Pre-Contract Discovery meetings
2022.03.09	Tom Merce	2	Pre-Contract Discovery updates
2022.03.17	John Cestnick	3	QAQC Review
2022.03.18	Tom Merce	4	Final Draft
2023.06.20	Tom Merce	5	Updates Per County Feedback
2023.07.14	John Cestnick	6	Cleanup comments, edits, FINAL VERSION

Implementation Approach Overview

For Cobb County, Woolpert has prepared a four-phase approach (Figure 2) to implement a content-rich enterprise asset management solution using Cityworks as the core software. Each of the phases are executed in conjunction with continuous Project Management and designed with an emphasis on Knowledge Transfer, Change Readiness, and Quality Management activities. Deliberate execution of each phase, including continuous involvement and feedback from our County counterparts, enables Woolpert to ensure a successfully planned, designed, configured, and deployed asset management solution that is useful immediately upon "go-live."
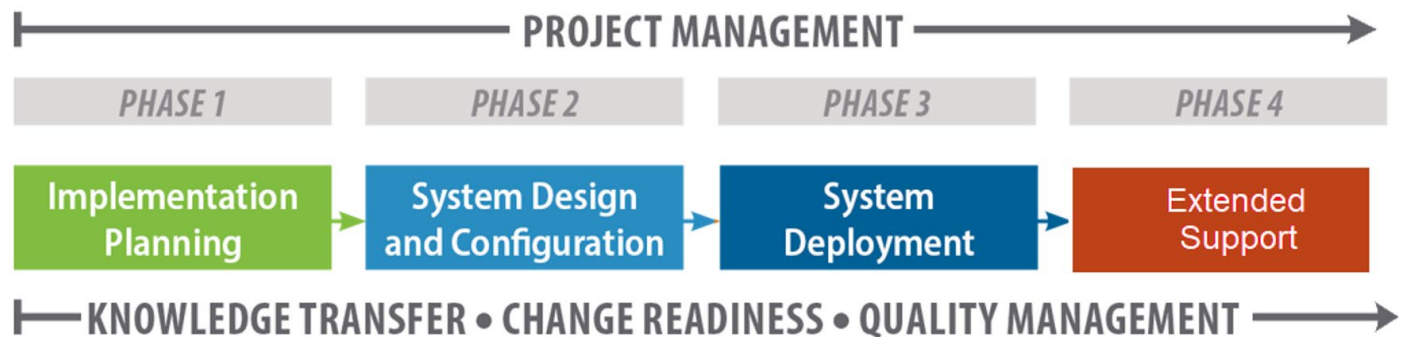
Figure 1: Project Approach and Phases

PLEASE NOTE: The following phase overviews contain only a brief description for each phase. The following Technical Approach section will outline the tasks within each phase in detail, clearly identifying (1) the Woolpert deliverables, (2) assumptions, and (3) County responsibilities.

Phase 1: Implementation Planning
The Implementation Planning tasks ensure that subsequent project tasks executed in Phases 2 are aligned with the County's expectations. Included in this phase are tasks to facilitate a project kick-off meeting, conduct asset management software solution demonstrations, install the Cityworks solution, and conduct business process re-

engineering to align, as appropriate, with industry best practices. Collectively, these tasks will define an Implementation Road Map.

Phase 2: System Design and Configuration

The System Design and Configuration phase involves designing and developing the Cityworks solution to meet the requirements of the County's user department as communicated by the County Project Team participants during the configuration workshops. Tasks in this phase include Cityworks configuration efforts, development of standard reports and dashboards, ensuring alignment with legacy data migrations. The outcome of this phase is a Cityworks solution that is fully configured and is ready for User Acceptance Testing (UAT) in Phase 3.

Phase 3: System Deployment

System Deployment tasks are intended to take a fully configured solution through user acceptance testing, end-user training, and production cutover such that Cityworks is being used in a production environment to support the daily activities of the County user community. The outcome of this phase is a Cityworks solution that supports the tracking of service request, work order, and inspection activities as well as other related tasks.

Phase 4: Maintenance and Ongoing Support

The Maintenance and Ongoing Support phase of the project is reserved for ad-hoc technical support and will not be used until written approval is provided by the County. This Phase is being added for two main reasons:

- Post Go-Live Support: As the Cityworks software is leveraged to support daily maintenance management and asset sustainability objectives, the system end-users will undoubtedly identify additional system modifications and enhancements they would like to see implemented within the software. In addition to these new elements of the system, there may also be the need to have Woolpert provide additional ad-hoc Cityworks Administrator support until more experience and confidence is gained with the system. Since this will be the first Cityworks implementation for the County, this additional post go-live support can be very beneficial to all new users.

- Reduces Project Schedule Risk: During some projects, clients wish to obtain additional support from Woolpert's technical staff for various reasons. Sometimes the client does not have the technical skills to perform some required tasks (e.g., various GIS related tasks). Other times a staffing shortage might reduce a client's ability to maintain the project schedule. By having some contingency fees allocated to the project, a client can authorize Woolpert to assist with out-of-scope items to keep the project on schedule. Without such contingency, some clients have had to put the project on hold to then authorize an additional Task Order to Woolpert which could possibly take months to fully authorize.

Project Management

Successful delivery of the County's desired Cityworks solution requires that the project be accurately planned and efficiently executed such that it is continually aligned with established goals and objectives and other defined future capabilities and outcomes. Woolpert's Project Management approach includes the methods, processes, resources, and tools needed to successfully manage the project life cycle, including initiation, planning, execution, monitoring and controlling, and close-out. Project management services are included for the proposed project duration including project administration, regularly scheduled meetings, schedule updates, and resource planning.

Technical Approach

General Project Assumptions

- Unless otherwise specified within this Scope of Services, the County will be responsible for the development and management of an ArcGIS/ArcSDE geodatabase, ArcGIS Server and ArcGIS Indoors deployment and the population of said geodatabase with all asset records and associated attribute details.

- Cityworks will be configured to utilize the building footprint as the only asset of reference.

- The County is to identify and empower a project Core Team. The Core Team will include at least: the County Project Manager, two-three (2-3) power users from Property Management, and one (1) from IT/GIS. Additionally, other support members will be brought into the project from the support groups as necessary.

- The project Core Team will actively participate in all remote and on-site engagements, as well as provide feedback for all deliverables.

- Workshop participants will have the ability to connect to remote online workshops with computers equipped with microphones, speakers, and cameras using internet connections suitable for online meetings.

- All Woolpert activities will be performed remotely except for those that are expressly identified as being "on-site."

- This Scope of Services is based upon a seven (7) month project schedule (excluding Contingency Phase). For each one (1) month of project extension not the fault of Woolpert beyond the first two (2) months of additional schedule, Woolpert will bill, and the County will pay, an additional $5,000 per month for project management/administration fees. Any portion of a month will be billed on a prorated basis.

- Any change in County project staff resulting in Woolpert having to repeat already provided services, or to provide support to the new County project staff to integrate them into the project, is defined as additional services not included within this Scope of Services. Any additional services will need to be properly authorized by the County per the contract agreement prior to being performed.

- All travel will be confirmed with the County at a minimum of four (4) weeks from the on-site visit to allow for Woolpert to purchase travel documents as necessary. If the on-site visit is cancelled after the purchase of travel documents has been confirmed, the County will agree to pay any change fees because of the cancelled on-site visit.

- Licensing for Cityworks AMS software, Esri AcrGIS, or any other software will be the responsibility of the County and not included as part of Woolpert's services or Scope of Work.

- Appendix C, Cityworks Software License Proposal, identifies the Cityworks AMS functionality being licensed by the County from Azteca. For Woolpert to implement Cityworks AMS according to this defined Scope of Services, no other Cityworks AMS software or functionality is required.

- Remote meetings will be held using Microsoft Teams.

- Microsoft Teams will be used as the project collaboration platform.

- All draft deliverables will undergo review and approval by County.

- The County Project Manager will ensure all draft deliverable feedback is provided in a single document using track changes and comments.

- The County Project Manager will provide formal acceptance of all final deliverables identified in the Scope of Services. Dependent tasks will not commence until acceptance.

- The County has eight (8) consecutive business days to provide feedback for all draft and final deliverables.

Phase 1 | Implementation Planning

The Implementation Planning tasks are performed for the purpose of verifying/establishing and documenting a clear purpose for the Cityworks AMS implementation.

The project will start with Woolpert submitting a **Request for Information (RFI)**. The purpose of the RFI is to gather baseline information, including, but not limited to organizational chart, standard operating procedures, Corrigo data dictionary and database backup, system architecture diagrams, GIS map services, etc.

Woolpert will facilitate a remote meeting with the County IT/GIS Core Team members to **install Cityworks on the County's Production, Test, and Development environments**. This will provide the County system administration staff a one-on-one chance to work and learn from our system experts.

Woolpert will facilitate an **on-site Project Kick-Off Meeting** to review the scope, schedule, and roles and responsibilities. Following the kick-off meeting, Woolpert will provide a series of **Cityworks AMS Software Demonstrations** to the County project team. This early introduction to the system imparts a level of understanding among County Project Team members that will be asked to make design and configuration decisions.

Woolpert will facilitate an **on-site Data Migration Discovery Workshop** following the Cityworks AMS Software Demonstrations. During the workshop, Woolpert will gather data migration requirements with the County Project Team.

The Implementation Planning Phase culminates with a series of **on-site Business Process Review Workshops** whereby Woolpert works with the County Core Team to establish a best practices approach to managing the service request, work order, and inspection data that will be captured, routed, acted-upon, and reported within the asset management software application.

Each of the related Implementation Planning tasks and sub-tasks are detailed in the following sections.

Task 1.1 Request for Information

Woolpert will prepare and submit a **Request for Information (RFI)** shortly after receiving the notice-to-proceed. The purpose of the RFI is to gather baseline information, including, but not limited to organizational chart, standard operating procedures, Corrigo data dictionary and database backup, system architecture diagrams, GIS map services, etc.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
1.1.1	Prepare RFI
1.1.2	Gather and Provide RFI Information to Woolpert (County-Owned Task)
1.1.3	Perform Desktop Review of RFI Information

Deliverables

- Prepare and submit RFI.
- Perform a Desktop Review of the RFI information.

Assumptions

- The activities discussed in this section will begin once a written Notice-to-Proceed is received from the County.

County Responsibilities

- See General Project Assumptions.

Task 1.2 Cityworks Software Installation

This task involves installing the core Cityworks software on-premises. Prior to beginning the installation, Woolpert will provide a full readiness checklist to the County's IT staff to ensure the application and database servers are prepared in advance of the installation and configuration of the requisite operating system, relational database, and web services applications, along with any additional County-specific security and system administration applications. The readiness checklist will include recommendations/minimum requirements for hardware and software specifications suitable for supporting the Cityworks solution.

Woolpert will perform the necessary Cityworks software installation, testing, and configuration required to ensure a successful deployment within the County's test or development environment. At this time, Woolpert will request the provision of application and database servers to support an n-tier environment consistent with the County's established IT policy. Woolpert envisions a total of three environments—Development (DEV), Testing (TEST), and Production (PROD). Woolpert will provide a specialist to assist the County's IT technical staff with the installation and configuration of the various Cityworks environments. Woolpert's Implementation Specialist will provide system administration knowledge transfer and training (software installation, configuration, and administration) to the County's identified system administrators.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
1.2.1	Prepare Application and Database Servers (County-Owned Task)
1.2.2	Facilitate Remote Cityworks AMS Software Installation

Deliverables

- Installation, configuration, and testing of the core Cityworks software applications and databases (TEST, DEV and PROD environments).
- Cityworks software installation and administration training to the County's system administrators to perform the installation services.

Assumptions

- Training will be facilitated utilizing the newly installed on-premises Cityworks Test environment.
- Appropriate server and database environments will be in place and functioning prior to the remote installation session.

County Responsibilities

- Create a login for Woolpert for the necessary access to install software, set up databases, and test the software.

- Ensure the servers are prepared for the installation of the Cityworks software, including ArcGIS Server, SDE, RDBMS (SQL Server), and other supporting software applications.

Task 1.3 Project Kick-Off Meeting and Software Demonstrations

Upon written Notice to Proceed, Woolpert's Project Manager will work with the County's Project Manager to schedule a **Project Kick-Off Meeting**. The kick-off meeting will address the following topics:

- Project management protocols for stakeholders,
- The County's implementation goals and objectives,
- County-owned source documentation necessary to support the project,
- Critical path schedule milestones, and
- Scope and schedule questions that the County stakeholders may have.

Development of the kick-off meeting agenda is the joint responsibility of the Woolpert Project Manager and County Project Manager. The Woolpert Project Manager will prepare a draft agenda for the kick-off meeting and submit it to the County Project Manager for comment. The Woolpert Project Manager will incorporate comments and distribute the kick-off agenda to Woolpert's team and the County's Project Manager.

Woolpert will facilitate two (2) on-site **Cityworks AMS Software Demonstrations** for the purpose of introducing the County's project team members to the core functionality and features of the Cityworks AMS application. For some of the County's project team members, this will be their first exposure to the new Cityworks software. This demonstration will provide an initial overview of the features and functions of the new software and will serve as a basis of on-going software training and knowledge transfer that will increase in frequency and complexity as the project progresses through the subsequent design, configuration, and deployment phases.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
1.3.1	Prepare and Submit Agenda
1.3.2	Prepare for Kick-Off Meeting
1.3.3	**Facilitate On-Site Project Kick-Off Meeting and Cityworks AMS Software Demonstration [Trip 1]**
1.3.3.1	Project Kick-Off Meeting
1.3.3.2	Cityworks AMS Software Demonstration

Deliverables

- Facilitate up to a two (2) hour on-site Project Kick-Off Meeting.
- Facilitate two (2) on-site Cityworks AMS Software Demonstrations.

Assumptions

- The activities discussed in this section will begin once a written Notice-to-Proceed is received from the County.

County Responsibilities

- See General Project Assumptions.

Task 1.4 Data Migration Discovery

Woolpert will facilitate an on-site **Data Migration Discovery Workshop** to discuss the requirements for the data migration of Corrigo work order data to Cityworks AMS. Woolpert will prepare a draft **Data Migration Plan** using the requirements gathered during the discovery workshop, coupled with information provided during the RFI process. The task culminates with a final Data Migration Plan that will be used to guide the data migration script development process Phase 2 System Design and Configuration.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
1.4.1	Provide Corrigo Data Dictionary and Database Backup (County-Owned Task)
1.4.2	Prepare and Submit Agenda
1.4.3	**Facilitate On-Site Corrigo Data Migration Workshop [Trip 1]**
1.4.4	Prepare Draft Data Migration Plan
1.4.5	Perform QAQC
1.4.6	Facilitate a Remote Draft Data Migration Plan Review Meeting
1.4.7	Submit Draft Data Migration Plan
1.4.8	Review Draft Data Migration Plan and Provide Feedback (County-Owned Task)
1.4.9	Update Draft Data Migration Plan Per County Feedback
1.4.10	Perform QAQC
1.4.11	Submit Final Data Migration Plan
1.4.12	Review and Accept Final Data Migration Plan (County-Owned Task)

Deliverables

- Prepare Data Migration Plan (draft and final).
- Facilitate up to a four (4) hour on-site Data Migration Discovery Workshop.
- Facilitate up to two (2) hours of remote Draft Data Migration Plan Review Meetings.

Assumptions

- Woolpert will have received all documentation and database information pertaining to the data migration requirements within the RFI request.
- The County can receive the data dictionary and database backup from Corrigo.

County Responsibilities

- Provide Woolpert the Corrigo data dictionary and database backup.
- Provide written acceptance of the Final Data Migration Plan.

Task 1.5 Business Process Reviews

Woolpert will facilitate a series of on-site **Business Process Review Workshops** with County staff to align application workflows with the County's various asset management business processes.

Woolpert has developed a standard set of "best practice" workflow templates to facilitate the understanding of work management life cycles. Woolpert will tailor the workflow templates to accommodate the County's planning, scheduling, and execution workflows.

The objectives of the business process reviews are three-fold:

- Provide Woolpert with a deep understanding of the County's desired work/asset management workflows/business processes,
- Provide County Project Team participants with a deeper understanding of the impending business process improvements introduced by the planned Cityworks AMS solution, and
- Establish asset life-cycle management and work management workflows in the context of the County's asset management strategies, as supported by the Cityworks AMS functional and technical capabilities.

Woolpert will facilitate a series of on-site workshops that investigate various standard workflow diagrams detailing the life-cycle management of work requests within the Cityworks AMS application. The eight (8) primary workflow areas addressed include:

- Initiation
- Screening
- Planning

- Scheduling
- Assignment
- Performance

- Emergency Work
- QA Review & Completion

Along with the workflows, the Woolpert Project Manager will introduce the use of the following items:

- Multiple domains versus single domain.
- On-Hold reasons (reasons why work order / inspection performance might be delayed, such as awaiting parts, awaiting available crews, etc.).
- Job progress tracking and reporting for work orders throughout their lifecycle (how factors relate to establishing a work management environment that moves from reactive maintenance to a more proactive maintenance position).

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
1.5.1	Prepare and Submit Agenda
1.5.2	Prepare for Business Process Review Workshops
1.5.3	**Facilitate On-Site Business Process Review Workshops [Trip 1]**
1.5.3.1	Global Business Processes
1.5.3.2	Property Management
1.5.4	Prepare Draft Business Process Review Findings
1.5.5	Perform QAQC
1.5.6	Submit Draft Business Process Review Findings
1.5.7	Facilitate Remote Draft Business Process Review Findings Review Meeting
1.5.8	Review Draft Business Process Review Findings and Provide Feedback (County-Owned Task)
1.5.9	Update Draft Business Process Review Findings Per County Feedback
1.5.10	Perform QAQC
1.5.11	Submit Final Business Process Review Findings

WBS	Task Name
1.5.12	Review and Accept Final Business Process Review Findings (County-Owned Task)

Deliverables

- Facilitate up to eight (8) hours of on-site Business Process Review Workshops.
- Prepare Business Process Review Findings (draft and final).
- Facilitate up to a two (2) hour remote Draft Business Process Review Findings Review Meeting.

Assumptions

- Woolpert will have received any existing business process workflows within the RFI request.

County Responsibilities

- Provide written acceptance of the Business Process Review Findings.

Phase 1 | Quality Control

Woolpert technical resources not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

Task 1.6 | Acceptance and Close

This is the Phase exit document that the County Project Manager signs, indicating Woolpert has delivered the Phase 1 services in accordance with the Scope of Work and Project Plan.

Phase 2 | System Design and Configuration

Using the data collected in Phase 1 as a guide, the Woolpert Team will lead the County's project team through the Cityworks configuration and data migration tasks. The result of Phase 2 activities will be a fully configured Cityworks AMS solution – deployed to the County's Test Environment – that is ready to undergo User Acceptance Testing.

The first series of tasks involves configuration activities utilizing data and information gathered in Phase 1 to develop a set of configuration documents. Woolpert will use the configuration documents to perform the **Baseline Configuration** and deploy to the Woolpert Development Environment. This initial configuration will be deployed prior to the configuration review workshop to be used for obtaining feedback, refining configuration, and providing a tangible opportunity for knowledge transfer. Woolpert will facilitate two rounds of **on-site Configuration Workshops** to fine tune the configuration based on Core Team feedback ahead of user acceptance testing. Woolpert will schedule a series of remote ad-hoc training sessions during the last week of each configuration round to answer any questions and provide additional knowledge transfer opportunities. Phase 2 continues with the development of the **Corrigo Data Migration Development** per the Data Migration Plan. Lastly, Woolpert will deliver a series of standard, pre-designed **Cityworks Reports**.

Task 2.1 Cityworks AMS Configuration Documentation

Woolpert will compile the asset management data gathered and documented through the multiple workshops and other related project meetings completed project-to-date from Phase 1 and distill this information into **Cityworks AMS Configuration Documentation**. The documentation, consisting of standard Cityworks AMS system elements as well as the customized details required to support the County's specific asset management program, assists with the configuration of the Cityworks AMS solution.

Related Sub-Tasks

Note: Sub-tasks in blue are on-site tasks, sub-tasks in green are County responsibilities, sub-tasks in purple are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
2.1.1	Prepare Draft Cityworks AMS Configuration Documentation
2.1.2	Perform QAQC
2.1.3	Submit Draft Cityworks AMS Configuration
2.1.4	Facilitate Remote Draft Cityworks AMS Configuration Documentation Review Meeting
2.1.5	Review Draft Cityworks AMS Configuration Documentation (County-Owned Task)

Deliverables

- Prepare Draft Cityworks AMS Configuration Documentation.
- Facilitate up to two (2) hours of remote Draft Cityworks AMS Configuration Documentation Review Meetings.

Assumptions

- The System Configuration Document includes standard Cityworks AMS documentation that is required for this specific Scope of Services.

County Responsibilities

- See General Assumptions.

Task 2.2 Cityworks AMS Configuration

Woolpert will **pre-configure Cityworks AMS** using information and data obtained during Phase 1 and Woolpert's recommended configuration approach. This pre-configured system will be demonstrated to the County Project Team and used to obtain additional details required to tailor the solution based on the County's requirements. Woolpert will facilitate **two (2) on-site Cityworks AMS Configuration Workshops**. The first round of workshops includes Cityworks AMS System Administration and Familiarization Training sessions. The purpose of these sessions is to facilitate knowledge transfer to the future County Cityworks AMS System Administrators and Core Team to enable the team to make informed configuration decisions. The first round concludes with a review of the pre-configured Cityworks AMS configuration. Woolpert will update the Cityworks AMS configuration and documentation based on County feedback. The second round of workshops fine tunes the Cityworks AMS configuration and dashboards in preparation for user acceptance testing. Each configuration round concludes with a week of remote ad-hoc training sessions. The purpose of these training sessions is to engage the Core Team and answer any questions that come up as they interact with the Cityworks AMS configuration.

The workshops will address:

- **Domains**. This is the security architecture that determines how employees, work orders, and other asset maintenance management information can be shared across organizational boundaries.

- **Employee Hierarchy.** Determines security protocols for each user of the system as well as practical grouping of employees for assignments to work orders, inspections, and service requests (e.g., crews).

- **Service Requests.** Templates for requests for service. Many times, maintenance activities are initiated starting with a service request whose purpose is to determine if a work is necessary or not.

- **Work Orders.** Templates for each of the type of maintenance activities that will be performed on each asset in the system.

- **Inspections.** Templates for each of the type of observation activities that will be performed on each asset in the system.

- **Tasks.** Individual work items associated with a work order. For example, a motor repair may involve various tasks for pump lockout-tag outs, mechanics to remove and repair the motor, and electricians to reassemble and restore power.

- **Materials Hierarchy.** Organization and rules for items that are used to repair assets. Examples of materials are things such as pipes and meters.

- **Equipment Hierarchy.** Organization and rules for items that are utilized to complete a work order but are not consumed. Examples are items such as backhoes, vehicles, vacuum trucks, etc.

- **Dashboards.** Respond dashboards to support work management business processes.

- **Projects.** Projects to be managed within Cityworks AMS.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
2.2.1	**Pre-Configure Cityworks AMS**
2.2.1.1	Perform Initial Cityworks AMS Configuration in Woolpert Development Environment
2.2.1.2	Update Cityworks AMS Configuration Documentation
2.2.1.3	Perform QAQC
2.2.2	**Round 1 Configuration Workshops**
2.2.2.1	Prepare and Submit Agenda
2.2.2.2	Prepare for Cityworks AMS Configuration Workshops
2.2.2.3	**Facilitate On-Site Cityworks AMS Configuration Workshops [Trip 2]**
2.2.2.3.1	Cityworks AMS System Administration Training
2.2.2.3.2	Cityworks AMS Familiarization Training
2.2.2.3.3	Property Management
2.2.2.3.4	Dashboards
2.2.2.4	Perform Configuration Updates in Woolpert Development Environment
2.2.2.5	Update Cityworks AMS Configuration Documentation
2.2.2.6	Perform QAQC
2.2.2.7	Facilitate Remote Cityworks AMS Training
2.2.2.8	Review Cityworks AMS Configuration (County-Owned Task)
2.2.3	**Round 2 Configuration Workshops**
2.2.3.1	Prepare and Submit Agenda
2.2.3.2	Prepare for Cityworks AMS Configuration Workshops
2.2.3.3	**Facilitate On-Site Cityworks AMS Configuration Workshops [Trip 3]**
2.2.3.3.1	Property Management

WBS	Task Name
2.2.3.3.2	Dashboards
2.2.3.4	Facilitate Remote Cityworks AMS Training
2.2.3.5	Review Cityworks AMS Configuration (County-Owned Task)
2.2.3.6	Perform Configuration Updates in Woolpert Development Environment
2.2.3.7	Update Cityworks AMS Configuration Documentation
2.2.3.8	Perform QAQC

Deliverables

- Pre-configure Cityworks AMS based on Woolpert's recommended Cityworks AMS configuration approach and Phase 1 findings.
- Facilitate two (2) rounds of on-site Cityworks AMS Configuration Workshops that are up to three and one-half (3.5) and two and one-half (2.5) consecutive business days.
- Perform Cityworks AMS Configuration and Configuration Documentation updates per County feedback.
- Perform up to four (4) hours of remote ad-hoc training sessions at the conclusion of each configuration round.

Assumptions

- Cityworks AMS configuration will be performed in a Woolpert hosted externalized Development Environment that the County Project Team will have access to through Phase 2.
- Cityworks AMS configuration will be performed with Respond and Style.
- The County has provided Woolpert credentials for the externalized Geometry, Geocoding, Facilities Building Footprint, and Base Map services.

County Responsibilities

- Provide Woolpert credentials for the externalized Geometry, Geocoding, Facilities Building Footprint, and Base Map services.

Task 2.3 Data Migration Development

The County currently has significant work maintenance history information within its legacy work management solution, Corrigo. In order to preserve this information, feasible work history data will be migrated to Cityworks AMS. Using the Data Migration Plan prepared in Phase 1, Woolpert will develop **Data Migration Scripts** to facilitate the data load process. Woolpert will perform two rounds of test data loads in the Woolpert hosted Development Environment using the 'cleansed' data provided by the County. Each round concludes with a remote review meeting with the County Project Team to review the migrated data and to solicit feedback to fine-tune the migration scripts. Once migrated, this data will be reviewed by County Project Team for acceptance. User Acceptance and Testing will be used to provide additional County testing of the data migration. Woolpert will perform an additional migration prior to system go-live.

Related Sub-Tasks
Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
2.3.1	Develop Data Load Scripts
2.3.2	Perform QAQC
2.3.3	Extract and Cleanse Legacy Data (County-Owned Task)
2.3.4	Perform Data Load in Woolpert Development Environment
2.3.5	Facilitate Remote Data Load Review Meeting
2.3.6	Update Data Load Scripts
2.3.7	Perform QAQC
2.3.8	Re-Extract and Cleanse Legacy Data (County-Owned Task)
2.3.9	Perform Data Load in Woolpert Development Environment
2.3.10	Facilitate Remote Data Load Review Meeting
2.3.11	Update Data Load Scripts
2.3.12	Perform QAQC
2.3.13	Review and Accept Data Migration (County-Owned Task)

Deliverables

- Develop data migration scripts.
- Perform up to three (3) rounds of test data loads in the Woolpert Development Environment.
- Update data migration scripts per County feedback.
- Facilitate up to three (3) two (2) hour remote Data Load Review Meetings.

Assumptions

- Details outlined in the Data Migration Plan outlined in Phase 1, Task 1.4 Data Migration Discovery will outline the assumptions required to meet the hours allocated for the data migration effort.
- A single 'Corrigo' work order template will be configured in Cityworks AMS to relate all legacy Corrigo work orders.
- Work history to be migrated to Cityworks is limited to the Corrigo legacy data.
- Service requests and inspections are not included in the data migration.
- All work history will be related to the building footprint feature class.

County Responsibilities

- Provide Woolpert 'cleansed' data within eight (8) consecutive business days of commencing each data load round.

Task 2.4 Woolpert Standard Reports

Woolpert has a library of standard reports that are common and used regularly by our clients. Woolpert will provide a list of reports to the County that they can select, and Woolpert will configure up to 10 selected reports to be made available within Cityworks AMS.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
2.4.1	Provide Standard Reports

Deliverables
- Provide a list of reports to the County to select up to ten (10) reports that Woolpert will install and configure to work in the County environment.

Assumptions
- The reports will not be redesigned or reconfigured, but Woolpert will add County logos to make them specific for the County.
- The reports will be provided as Crystal Report .rpt files.

County Responsibilities
- Select up to ten (10) predesigned reports from the Woolpert-provided list.

Phase 2 | Quality Control

Woolpert technical resources not regularly involved with this implementation will perform independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

Task 2.5 | Acceptance and Close

This is the Phase exit document that the County Project Manager signs, indicating Woolpert has delivered the Phase 2 services in accordance with the Scope of Work and Project Plan.

Phase 3 | System Deployment

Once the Cityworks solution has been configured, along with the data migrated, reports and dashboards installed, there are still several critical tasks that must be completed before the solution is ready for go-live. Woolpert will lead the County Project Team through a series of related deployment tasks that will ensure a fully tested and accepted solution as well as a County Project Team of fully trained system administrators and end-users ready to put the system to use daily.

Woolpert will start Phase 3 by assisting the County in the development of a **User Acceptance Test Plan**, designed to step the configured solution through all the technical and functional requirements that the system was configured to support. This plan will identify roles and responsibilities, expectations, requirements, and an overview of the user acceptance testing process. The development of this plan will be the responsibility of both the Woolpert and County Project Team.

Following the development of the User Acceptance Test (UAT) Plan, Woolpert will provide a **Final Cityworks Solution Demonstration**. This demonstration will show a fully configured Cityworks system, migrated data, reporting, and dashboards. It will show the fruits of the County Project Team's labor throughout the project duration.

Woolpert will facilitate User Acceptance Training and Testing. Woolpert will **perform cutover** of the Cityworks AMS Configuration and Corrgio Data Migration prior to user acceptance training to the County Test Environment. The purpose of the cutover is to ensure the cutover plan performs as expected and to identify any issues that will be addressed prior to go-live cutover to the County Production Environment. Woolpert will facilitate a series of **on-site User Acceptance Testing Training** classes with the County Testing Team. Immediately upon completion of this training, the County Testing Team will execute the User Acceptance Testing program in accordance with the User

Acceptance Test Plan. While it is the County's responsibility to assemble a testing team and manage the testing procedures in-house, Woolpert will provide **on-site User Acceptance Testing Support**, followed by a week of **remote User Acceptance Testing Support** as the County Testing Team concludes its testing. Woolpert will perform Cityworks AMS configuration updates in near real-time during on-site testing support and remaining updates remotely. Woolpert will facilitate Cityworks End-User Training immediately following User Acceptance Testing. Woolpert will prepare a **Training Plan** that includes guidance for standard Cityworks AMS business processes. Woolpert will then facilitate **on-site End-User Training**. This comprehensive training includes System Administrator Training, Cityworks AMS Overview, Service Requests, Work Orders, Inspections, and Searching and Dashboards.

Once training is complete, Woolpert and the County will perform the cutover to the production environment and prepare for go-live. Woolpert will be on-site for the first week of go-live and available for remote support for 30-days following go-live.

Task 3.1 User Acceptance Test Plan

Woolpert will take the lead in developing a **User Acceptance Test (UAT) Plan**. The Cityworks solution will successfully meet the requirement set forth in the UAT Plan task prior to being promoted to the County Production Environment. The Plan includes up to 10 scenario-based scripts that incorporate real-life situations that will utilize Cityworks AMS across multiple platforms (e.g., back office and field) Woolpert utilizes the Cityworks software solution by adding a custom panel to track the status of the testing performed by the County testing team. This allows Woolpert to provide metrics to the County that will display in a dashboard format the results of testing in real-time. The UAT Plan and Procedures will outline the "how" to test, along with roles and responsibilities for both the County testers and the Woolpert team. Woolpert will facilitate a **remote Draft UAT Plan Review Meeting** to review the Plan with the County Project Team.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
3.1.1	Prepare Draft UAT Plan
3.1.2	Perform QAQC
3.1.3	Submit Draft UAT Plan
3.1.4	Facilitate Remote Draft UAT Plan Review Meeting
3.1.5	Review Draft UAT Plan and Provide Feedback (County-Owned Task)
3.1.6	Update Draft UAT Plan Per County Feedback
3.1.7	Perform QAQC
3.1.8	Submit Final UAT Plan
3.1.9	Review and Accept Final UAT Plan (County-Owned Task)

Deliverables

- Prepare a User Acceptance Test Plan (draft and final) that includes 10 scenario-based scripts that will include high-level check item information to determine pass or fail on system configuration. Information includes, but is not limited to, the following configuration content:
  - Service Requests
  - Work Orders
  - Inspections
  - Email Notifications
  - Printing/Reports
  - Data Migration

- Dashboards
- Facilitate up to two (2) hours of remote Draft User Acceptance Test Plan review meetings.

Assumptions

- Woolpert will prepare 10 scenario-based scripts for the County-identified high priority scenarios.

County Responsibilities

- Prepare additional testing scenarios with assistance and oversight from Woolpert.
- Provide formal acceptance of the User Acceptance Test Plan before moving to the next task as defined in the Scope of Services.

Task 3.2 Final Cityworks Solution Demonstration

Woolpert will provide a final **remote Cityworks solution demonstration** to the future user community and project stakeholders prior to User Acceptance Testing. The demonstration will include the configured solution, migrated data, reporting, and dashboards. This demonstration will include start-to-finish processes for information collected throughout the project.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
3.2.1	Prepare and Submit Agenda
3.2.2	Prepare Demonstration Scenarios
3.2.3	Facilitate Remote Software Demonstration

Deliverables

- Facilitate one (1) remote Cityworks solution demonstration.

Assumptions

- See General Project Assumptions.

County Responsibilities

- See General Project Assumptions.

Task 3.3 User Acceptance Training and Testing

Woolpert will perform the **User Acceptance Testing Cutover** of the Cityworks AMS configuration and Corrgio legacy work orders from the Woolpert DEV environment to the County Test Environment. The purpose of the cutover is to ensure the cutover plan performs as expected and to identify any issues that will be addressed prior to go-live cutover to the County Production Environment. Woolpert will configure a User Acceptance Testing Dashboard to capture defects and identify resolved issues using native Respond functionality. Woolpert will facilitate **on-site User Acceptance Training and Testing** immediately following cutover. The County's Project Team will participate in User Acceptance Testing Training to review the testing process in accordance with the UAT Plan. Woolpert will provide

on-site User Acceptance Testing Support immediately following training. Woolpert anticipates most issues will be resolved in near real-time during on-site support. Issues that take longer to resolve will be added to an issue log and resolved remotely the week following on-site testing support. Resolved issues will be reviewed and finalized via Microsoft Teams meetings.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
3.3.1.1	Perform Cityworks Configuration Cutover in City Test Environment
3.3.1.2	Perform Corrigo Data Migration in City Test Environment
3.3.1.3	Perform System Testing and Updates
3.3.2	**User Acceptance Training and Testing**
3.3.2.1	Prepare and Submit Agenda
3.3.2.2	Prepare for User Acceptance Training and Testing
3.3.2.3	**Facilitate On-Site User Acceptance Training and Testing [Trip 4]**
3.3.2.3.1	UAT Training
3.3.2.3.2	UAT Support

Deliverables

- Perform Cityworks Configuration Cutover and Corrigo Data Migration in the County Test Environment.
- Facilitate up to four (4) consecutive business days of on-site User Acceptance Training and Testing.
- Provide up to 20 hours of remote User Acceptance Testing Support.
- Perform Cityworks configuration and Corrgio data migration updates per County feedback.
- Facilitate remote testing update review meetings for issues not resolved during on-site testing support.

Assumptions

- Woolpert will not redesign the configuration at this time due to new staff requests due to staff turnover.
- Woolpert will not be designing new workflows or adding new functionality at this time. The purpose of User Acceptance Testing is to thoroughly test that which has been designed during the project to date.
- Woolpert will provide reporting, dashboards, data migration, and configuration support during the User Acceptance Testing.
- Testing will be performed in the County Test Environment.

County Responsibilities

- Ensure Woolpert has access to the County Test Environment to perform cutover activities.

Task 3.4 Cityworks End-User Training

Woolpert will prepare a **Training Plan** that includes guidance for standard Cityworks AMS business processes. The purpose of the Plan is to provide the County Project Team with guidance on how to perform common Cityworks AMS activities (e.g., navigating the map, navigating dashboards, creating a service request, etc.). Completion of the training efforts will result in the County system administrators and end-users being provided the system knowledge and capabilities necessary to manage (administrators) and use (end-users) the Cityworks AMS solution.

Woolpert will facilitate **on-site End-User Training** consisting of several sessions. Woolpert will provide a survey at the end of each training session both to capture metrics surrounding the training and provide this information to the County Project Manager for review in the form of a Respond Dashboard. This will assist in providing information to the County on how end-users responded to the training prior to go-live and assist in devising a plan for after go-live on how to ensure the continued success of the enterprise solution.

The following training outline has been designed to accommodate the training of up to twenty (20) County team members for each training session.

Class	Hours Per Class	Total Number of Hours
System Administrator Training	8 Hours	8 Hours
Cityworks AMS Overview (Inbox and Map)	2 Hours	4 Hours
Service Requests	2 Hours	4 Hours
Work Orders	4 Hours	8 Hours
Inspections	2 hours	4 hours
Searching and Dashboards	2 hours	4 hours

While this formalized training occurs just prior to go-live, County system administrators and Project Team members will have already participated in the following training during prior project phases:

- Software Demonstrations
- Configuration Workshops
- Testing Materials and Individual Testing
- Final Software Demonstrations
- User Acceptance Training and Testing

Related Sub-Tasks
Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
3.4.1	**Training Plan**
3.4.1.1	Prepare Draft Training Plan
3.4.1.2	Perform QAQC
3.4.1.3	Submit Draft Training Plan
3.4.1.4	Facilitate Remote Draft Training Plan Review Meeting
3.4.1.5	Review Draft Training Plan and Provide Feedback (County-Owned Task)
3.4.1.6	Update Draft Training Plan Per County Feedback
3.4.1.7	Perform QAQC
3.4.1.8	Submit Final Training Plan
3.4.1.9	Review and Accept Final Training Plan (County-Owned Task)
3.4.2	**End-User Training**
3.4.2.1	Prepare and Submit Agenda
3.4.2.2	**Facilitate On-Site End-User Training [Trip 5]**
3.4.2.2.1	System Administrator Training

WBS	Task Name
3.4.2.2.2	Cityworks AMS Overview (Dashboard and Map)
3.4.2.2.3	Service Requests
3.4.2.2.4	Work Orders
3.4.2.2.5	Inspections
3.4.2.2.6	Searching and Dashboards

Deliverables

- Provide training plan outlining the scenarios to be used during trainings sessions. Additional training materials will consist of standard Cityworks developed training guides along with Cityworks application user guides. (Training documents will be those available to the County on mycityworks.com)
- Facilitate up to four (4) consecutive business days of on-site End-User Training.

Assumptions

- Class sizes will be limited to no more than twenty (20) with two Woolpert resources and an assigned County Project Team member for the training.
- Training will be provided to up to four (4) contractors identified by the County.

County Responsibilities

- Identify the contractors that will receive training.

Task 3.5 Go-Live Support

Woolpert will prepare a **Cutover Plan** to outline Woolpert and County roles and responsibilities and tasks during the Production cutover process. Cutover tasks involve migrating the finalized data to the Cityworks PROD environment. Woolpert will facilitate a remote **Draft Cutover Plan Review Meeting** to gather County Project Team feedback. The approved plan will be used by Woolpert during the User Acceptance Testing Cutover process to ensure the plan executes as expected. Woolpert and the County team will execute the Cutover Plan immediately after End-User Training. Woolpert will then replicate the Production database in the County Test and Development environments, followed by testing in all three environments to validate basic functionality works as expected. Woolpert will provide three (3) consecutive business days of **on-site Go-Live Support**, followed by up to 40 hours of **remote support**. The project concludes with Woolpert providing the County Project Manager a .zip file of all final deliverables for future reference.

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name
3.5.1	**Production Deployment of Cityworks AMS Solution**
3.5.1.1	Perform Cityworks Configuration Cutover to County Production Environment
3.5.1.2	Perform Corrigo Data Migration in County Production Environment
3.5.1.3	Replicate Cityworks Production Database in County Test and Development Environments
3.5.2	**Go-Live Support**
3.5.2.1	Provide On-Site Go-Live Support [Trip 6]
3.5.2.2	Provide Remote Go-Live Support
3.5.2.3	Provide All Final Documentation

Deliverables

- Perform Cityworks AMS Configuration and Corrigo Data Migration cutover to County Production, Test, and Development environments.
- Provide up to three (3) consecutive days of on-site Go-Live Support.
- Provide up to 40 hours of remote Go-Live Support.
- Provide a .zip file of all final deliverables.

Assumptions

- The County will provide Woolpert access to the database and application servers to perform cutover tasks.

County Responsibilities

- Provide Woolpert access to the database and application servers to perform cutover tasks.
- Provide project sign-off within agreed-upon timeframe following go-live.

Phase 3 | Quality Control

Woolpert technical resources not regularly involved with this implementation will perform an independent quality review of the work processes and deliverable products in accordance with the Woolpert Total Quality Plan.

Task 3.6 | Acceptance and Close

This is the Phase exit document that the County Project Manager signs, indicating Woolpert has delivered the Phase 3 services in accordance with the Scope of Work and Project Plan.

Phase 4 | Maintenance and Ongoing Support

As needed, the County will notify Woolpert that additional support services are being requested. Woolpert and the County will discuss the needed services and clearly document the support services to be performed. A blank Work Request Form is provided in Appendix A. Support services could include, but are not limited to:

- Cityworks configuration
- Software version upgrades
- Training
- Technical trouble shooting
- System integrations
- Data migration
- Report development
- Database management
- ArcGIS and asset data support
- ArcGIS data collection / surveying
- Document management services
- Workflow and performance improvement support
- Any other services related to the performance and usage of Cityworks and ArcGIS

Prior to performing any services, Woolpert or the County will clearly document in writing:

- Services Provided

- Deliverables
- Assumptions
- County Responsibilities
- Related Sub-Tasks
- Fee Estimate
- Acceptance

Woolpert Responsibilities
- To provide professional, technical, and administrative resources to support the County with services related to Cityworks and supporting business systems.

Deliverables
- To be determined and defined per work authorization.

Assumptions
- Woolpert will not begin providing support services without the written approval of the County Project Manager.
- To be determined and defined per work authorization.

County Responsibilities
- To define the needed support services requested from Woolpert, and to provide written authorization to begin the work.
- To be determined and defined per work authorization.

Phase 5 | Consulting Support

The Consulting Support phase accounts for additional items that arise throughout the project that are not included in the Scope of Services, mitigating project schedule slippage due to procurement processes related to change control notices requests requiring additional fee. The Woolpert Project Manager will collaborate with the County Project Manager to provide estimated levels of effort for items for review and acceptance. Work performed under this phase will be billed on a time and materials basis in accordance with the fee schedule defined in the Scope of Services. The Woolpert Project Manager and County Project Manager will determine if the effort is paid on a lump sum or time and materials basis. A blank Work Request Form is provided in Appendix A.

Phase PM | Project Management

Woolpert's Project Management approach provides for the resources and tools needed to successfully manage the project through all phases/processes, including:

- **Initiation.** Project authorizations and expectations
- **Planning.** Project definitions, objectives, deliverables, analysis of alternatives
- **Execution.** Coordination of resources, quality management, production, and service delivery
- **Monitoring and Controlling.** Monitoring and measuring to identify variances and initiate corrective actions
- **Close-Out.** Acceptance of project deliverables and results

Project Management Tasks

As with all projects, there are project administrative tasks that must be performed including file organization, project setup, billing, invoice coordination, and much more. The Woolpert team will provide the following general project management services:

- Proactively manage and update project plan and schedule, as required, throughout the planned duration of the project. Project plan and schedule modifications will be facilitated upon common agreement between the County and Woolpert team in accordance with the issue control process detailed in the project plan.
- Provide all deliverables in a timely manner accordance with the agreed upon project plan.
- Coordinate project events with the County's Project Manager and Woolpert team members.
- Author, edit, review, and distribute project documentation and technical reports as required.
- Maintain a secure project collaboration website on which to post project schedule details, in-process tasks and responsible parties, technical documentation, as well as other project collaboration tools.
- Perform miscellaneous project administration (e.g., resource planning and scheduling, internal project updates, team coordination, etc.).
- Anticipate problem areas and propose and facilitate solutions.
- Provide knowledgeable staff who are adequately prepared for status and other meetings.

Woolpert Team Deliverables

- Facilitate 30 minute bi-weekly County project status meetings.
- Facilitate 30 minute bi-weekly internal project status meetings.
- Manage the Microsoft Teams project collaboration site.
- Facilitate ad-hoc County requested meetings.
- Provide nine (9) months of project management activities, including resource allocation, invoicing, and general consulting.

Change Control

Both Woolpert and the County recognize that changes are a normal part of the project life cycle. Woolpert believes that managing change to project scope, cost, and schedule are critical to a project's success and employs a comprehensive approach to change control. Woolpert's established change control process is documented below.

Any project team member (County or Woolpert) may initiate a Change Request whenever there is a perceived need for a change that will affect the desired or anticipated outcome of the work or any element of the project. The project team member will use a Change Control Notice (CCN) form as appropriate for the change:

- Agreement to a Change Request signifies agreement to a change in overall costs, functionality, time scales, or another identified project impact
- Changes will be identified and communicated by/to the respective Project Managers by any of the prescribed communication channels. Change Requests may be introduced via verbal conversation or other form of communication but must be supported by the appropriate CCN document.
- All CCNs will be signed by both the County and Woolpert Project Managers to indicate acceptance of the changes.
- All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving Change Requests, as any delays to work in progress caused by a CCN may impact the overall project schedule and budget.

All request changes shall be in writing and will be managed from their initiation through to their completion (acceptance or rejection) within five (5) business days from the start of the process. If the County and Woolpert PMs cannot reach common agreement on the request change within this time frame, the issue will be elevated to the next level of management (both County and Woolpert) for resolution. During the resolution process, downstream project tasks impacted by the requested change may be placed on hold until such time that resolution is achieved.

Each Change Control Notice (CCN) will clearly document the following (as noted in **Appendix B** Change Control Notice Form):

- Date.
- Change Control Number.
- CCN Initiated By.
- Original Scope of Services (language from the original scope that is being considered for change).
- Proposed Change (narrative of the proposed change(s) being sought).
- Schedule Impact (details about the impact of the proposed change(s) to the overall project schedule).
- Fee Impact (details on the impact of the proposed change(s) to the project budget).
- Risk Assessment (narrative discussion about the risks the proposed change(s) will introduce to the project and the ways in which said risk will be mitigated).
- Acceptance Signatures (Woolpert and County Project Managers).
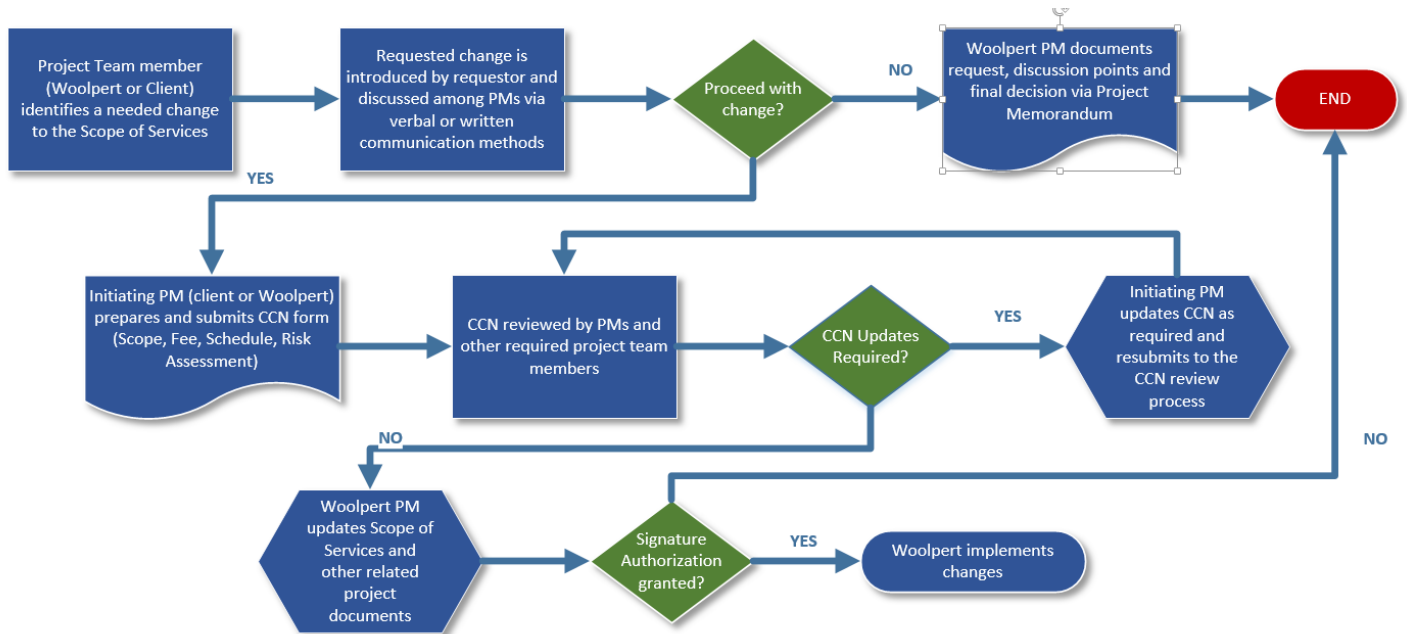
Change Control Process

Project Fee Breakdown

The following is the fee breakdown for the Cityworks project. The Firm Fixed Price (FFP) amount is **three-hundred sixty-nine one-hundred and six dollars ($ 369,106.00)**.

WBS	Task Name	Fee
	Cobb County Property Management Cityworks AMS Implementation	**$369,106.00**
PM	**Project Management**	**$48,850.00**
1	**Phase 1	Implementation Planning**	**$95,127.43**
1.1	Request for Information (RFI)	$9,464.29
1.2	Cityworks Software Installation	$3,864.29
1.3	Project Kick-Off Meeting and Software Demonstration	$11,488.29
1.4	Data Migration Discovery	$10,092.29
1.5	Business Process Reviews	$60,218.29
2	**Phase 2	System Design and Configuration**	**$98,561.14**
2.1	Cityworks AMS Configuration Documentation	$4,976.29
2.2	Cityworks AMS Configuration	$64,356.29
2.3	Data Migration Development	$22,764.29
2.4	Woolpert Standard Reports	$6,464.29
3	**Phase 3	System Deployment**	**$74,117.43**
3.1	User Acceptance Test (UAT) Plan	$6,340.29
3.2	Final Cityworks Solution Demonstrations	$6,680.29
3.3	User Acceptance Training and Testing	$15,860.29
3.4	Cityworks End-User Training	$22,916.29
3.5	Go-Live Support	$22,320.29
4	**Phase 4	Maintenance and Ongoing Support (Time & Materials)**	**$30,000.00**
4.1	Year 1 Time & Materials (Completion & Acceptance)	$15,000.00
4.2	Year 2 Time & Materials (Completion & Acceptance)	$15,000.00
99	**Travel** six (6) trips (with written approval prior to travel)	**$22,450.00**

NOTE: Sub-Task items above will be invoiced once the sub-task has been completed and accepted by the County. Project Management will be invoiced based upon the reported percentage complete. Percentage Complete will be calculated from within the project's Microsoft Project Schedule. Phase 4 is the only task that will be invoiced on a Time & Materials basis.

Rate Schedule

Resource	Hourly Rate
Program Director	$235
Project Manager	$200
Senior Systems Analyst	$200
Junior Systems Analyst	$130
Senior Developer	$200
Junior Developer	$175

Work Breakdown Structure

The project schedule and work breakdown will be re-baselined following a Notice to Proceed.

WBS	Task Name
	Cobb County Property Management Cityworks AMS Implementation
PM	**Project Management**
1	**Phase 1	Implementation Planning**
1.1	Request for Information (RFI)
1.2	Cityworks Software Installation
1.3	Project Kick-Off Meeting and Software Demonstration
1.4	Data Migration Discovery
1.5	Business Process Reviews
2	**Phase 2	System Design and Configuration**
2.1	Cityworks AMS Configuration Documentation
2.2	Cityworks AMS Configuration
2.3	Data Migration Development
2.4	Woolpert Standard Reports
3	**Phase 3	System Deployment**
3.1	User Acceptance Test (UAT) Plan
3.2	Final Cityworks Solution Demonstrations
3.3	User Acceptance Training and Testing
3.4	Cityworks End-User Training
3.5	Go-Live Support
4	**Phase 4	Maintenance and Ongoing Support**
99	**Travel**

Appendix A | Work Request Form

WOOLPERT
DESIGN | GEOSPATIAL | INFRASTRUCTURE

Work Request Number xx

Cobb County Property Management Cityworks

AMS Implementation (080413)

To:	<…>Tara Crisp, County Project Manager
From:	<…>Tom Merce, Woolpert Project Manager
Date:	<…>
Subject:	<…>Work Request xx <Title>

Services Provided

- <describe services to be provided per this work request>

Deliverables

- <describe deliverables to be provided per this work request>

Assumptions

- <List assumptions per this work request>

County Responsibilities

- <specify County Responsibilities regarding this work request.>

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name

Fee Estimate

WBS	Task Name	Fee

WBS	Task Name	Fee

Acceptance

Cobb County	**Woolpert, Inc.**
Signed:	Signed:
Name: Tara Crisp	Name: Tom Merce
Title: Project Manager	Title: Project Manager
Date:	Date:

Appendix B | Change Control Notice Form

Change Control Number xx

To:	
From (Initiated by):	
Date:	
Subject:	

- Original Scope of Services (language from the original scope that is being considered for change)

- Proposed Change (narrative of the proposed change(s) being sought)

- Schedule Impact (details about the impact of the proposed change(s) to the overall project schedule).

- Fee Impact (details on the impact of the proposed change(s) to the project budget).

- Risk Assessment (narrative discussion about the risks the proposed change(s) will introduce to the project and the ways in which said risk will be mitigated).

Woolpert Response to Customer Change Control Request Number xx:

Services Provided

- <describe services to be provided per this work request>

Deliverables

- <describe deliverables to be provided per this work request>

Assumptions

- <List assumptions per this work request>

County Responsibilities

- <specify County Responsibilities regarding this work request.>

Related Sub-Tasks

Note: Sub-tasks in **blue** are on-site tasks, sub-tasks in **green** are County responsibilities, sub-tasks in **purple** are joint remote meetings, and items in **black** are Woolpert responsibilities.

WBS	Task Name

Fee Estimate

WBS	Task Name	Fee

Acceptance

Cobb County	**Woolpert, Inc.**
Signed:	Signed:
Name: Tara Crisp	Name: Tom Merce
Title: Project Manager	Title: Project Manager
Date:	Date:

Appendix C | Cityworks Software License Proposal

Cityworks
A TRIMBLE COMPANY

Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number	Q-34287-2
Created Date	5/10/2023
Expiration Date	7/15/2023

Contact Information

Contact Name:	SHI Government Solutions	Prepared By Name:	Joe Rubisch
Customer:	Cobb County (GA)	Prepared By Phone:	(801) 523-2751
Contact Address:	290 Davidson Avenue Somerset, NJ 08873		

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Premium	1.00	USD 90,000.00
	TOTAL:	USD 90,000.00

Notes

| Year 1 Dollar Value | USD 90,000.00 | Year 1 Date Range | 06/30/2023 - 06/29/2024 |

Notes:

Server AMS Premium Cityworks Departmental Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products for Property Management Only:
Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
Operational Insights
Workload
Web Hooks
OpX Projects
OpX Contracts
OpX Budgets
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on 750,001 - 800,000 population range

*Quote is for SHI reference only

Terms and Conditions