

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on _____ day of _____, 2022, between Woolpert, Inc., 375 Northridge Road, Suite 300, Atlanta, GA 30350 (“Woolpert”) and DeKalb County, GA (“Client”), and intends to describe Woolpert’s Professional Services (“Services”) to be furnished for the: Cityworks Support Services (“Project”), all as described below:

1. **Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, 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. **Duration:** This Agreement shall remain in effect until December 31, 2024, unless terminated as provided herein.

3. **This section was intentionally omitted.**

4. **Fees:** Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A is described within Attachment B. Client agrees that Woolpert’s compensation is not dependent or conditional upon Client’s funding for the project. 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, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys’ fees, and interest at a rate of 1.5 percent per month.

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. **Integration:** This Agreement, inclusive of any attachments, 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.

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

DeKalb County, GA:

Signed: _____

Name: _____

Title: _____

Woolpert, Inc.:

Signed: _____

Name: John Cestnick

Title: Program Director, Senior Associate

- Attachments A, B, Terms and Conditions, 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.



Attachment A: Scope of Services

Client's Representative

- Name: Sam Krishnan
- Company: DeKalb County, GA
- Address: 3630 Camp Circle, Suite 301, Decatur, Georgia
- Phone Number: 404.687.7160
- Email address: skrishnan@dekalbcountyga.gov

Woolpert's Contact

- Name: John Cestnick, Senior Associate
- Address: 6100 Blue Lagoon Drive, Suite 440, Miami, FL 33126
- Phone Number: 305.903.4335
- Email address: john.cestnick@woolpert.com

Ad-Hoc Technical Support Services

Under this agreement Woolpert team members will provide technical support services to the CLIENT. As needed, the CLIENT will notify Woolpert that additional support services are being requested. Woolpert and the CLIENT will discuss the needed services and clearly document the support services to be performed. 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 CLIENT will clearly document in writing:

- The services to be provided
- Deliverables to be submitted
- Assumptions pertaining to the provided services
- Woolpert responsibilities
- CLIENT responsibilities
- Schedule
- Woolpert Fees

Woolpert Responsibilities

- To provide professional, technical, and administrative resources to support the CLIENT with services related to the use and operations of Cityworks or ArcGIS.

Deliverables

- To be determined and defined per work authorization.

Assumptions

- Woolpert will not begin providing support services without the written approval of the CLIENT's project manager.
- To be determined and defined per work authorization.

CLIENT 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.

Schedule

For each task authorization requested by the CLIENT, Woolpert will provide a detailed services schedule to be approved by the CLIENT.

Attachment B: Compensation

- Fees under this agreement will not exceed Two-Hundred and Twenty-Five thousand dollars (\$225,000).
- Services provided will be performed on either a Firm Fixed Lump-Sum Fee basis, or on a Time & Materials Fee basis as agreed to between the CLIENT and Woolpert.
- For Firm Fixed Lump-Sum Fee work authorizations, Woolpert will invoice the CLIENT monthly based on an overall percent complete of the work authorization tasks.
- For Time & Material Fee work authorizations, Woolpert will invoice the CLIENT monthly based on the following hourly rates. Expenses will be submitted and paid at cost.

Resource	Hourly Rates (valid until Dec 31, 2022)	Hourly Rates (valid between Jan 1, 2023 and December 31, 2023)	Hourly Rates (valid between Jan 1, 2024 and December 31, 2024)
Program Manager (John Cestnick)	\$250	\$257	\$264
Project Manager	\$230	\$236	\$243
Group Manager/Team Leader	\$185	\$190	\$195
Sr. Cityworks/GIS Analyst	\$170	\$175	\$180
Cityworks/GIS Analyst	\$140	\$144	\$148
Sr. Tech Specialist (Subject Matter Expert)	\$220	\$226	\$232
Sr. Developer/Programmer	\$195	\$200	\$206
Developer/Programmer	\$180	\$185	\$190
Clerical	\$75	\$77	\$79

- NOTE: If any requested services require other Resource Categories other than those identified in the table above, Woolpert will provide those Resource Categories and Hourly Rates to the CLIENT for prior approval.

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. Woolpert 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 caused by others not under the control of Woolpert or similar delays experienced by its subconsultants.

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.

In recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed Woolpert's fee, or Twenty-Five Thousand Dollars, whichever is greater.

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. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

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 may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

In the event of Client's termination, 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 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and

modifications that may impact both the cost, schedule and/or quality of the Project.

If Client, or anyone for whom Client is responsible, makes or permits 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, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such 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. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

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. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way. Although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes; nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other 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.