

Arora Engineers, Inc.
Professional Services Agreement
Integrated Data Management System Solutions
Amendment No. 1

CONSULTANT: Arora Engineers, Inc.
CONTACT PERSON: Manik Arora, President & CEO
ADDRESS: 61 Wilmington-West Chester Pike
Chadds Ford, PA 19317
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 23-2430920
TELEPHONE/FAX NUMBER: 610-459-7900 Office
COUNTY DEPT: Airport
DEPT. CONTACT PERSON: Nickolis A. Landgraff
TELEPHONE/FAX NUMBER: 425-388-5125
PROJECT: RFP-39-19SR
AMOUNT: not to exceed \$462,000
FUND SOURCE: Airport – 410-321680-0800
CONTRACT DURATION: Original: (Phase I & II)
January 1, 2020 through December 31, 2021
Amendment No. 1: (Phase III)
January 1, 2022 through December 31, 2023

[unless extended or renewed pursuant to Section 2 herein]

AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES

THIS AMENDMENT NO. 1 (this "Amendment I") to the AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Arora Engineers, Inc., a Pennsylvania Corporation (the "Contractor") having a place of business at 3701 Arco Corporate Drive, Charlotte, NC 28273 . In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Section 2(a) is added as additional terms under Section 2. Term of Agreement; Time of Performance as follows:
 - a. Term Extension Schedule B, Phase III. Due to the Public Health Emergency from COVID-19 and delayed scheduling to complete this RFP-39-19SR project, the Agreement term for the Phase III contract work shall be extended for an additional two (2) year term from January 1, 2022 through December 31, 2023 in order to achieve the intended planned Phase III, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed one (1) time for an additional two (2) year term, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County's obligations after December 31, 2021 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.
2. Section 3.(a)(i) Schedule B, Phase III and Section 3.(c)(i) Extension Schedule B, Phase III are added

as additional terms of the Agreement as follows:

3. Compensation.

a. Services.

(i) Extension Schedule B, Phase III. The County will pay the Contractor for services under term extension 2(a) and as set forth in amended **Schedule B-1, Compensation** which is attached hereto and by this reference made a part of this Agreement. PROVIDED, HOWEVER, that in no event shall the total amount charged by Arora Engineers Inc. or paid by the County for services during the term extension (excluding extensions or renewals, if any) of this Agreement exceed **\$462,000**. Time of Arora Engineers or subconsultant staff spent in travel related to the provision of services under this Agreement shall not be compensated.

c. Contract Maximum.

(i) Extension Schedule B, Phase III. Total charges under this agreement extension Phase III, all fees and expenses included, **shall not exceed \$462,000** for the term extension of this Agreement (excluding extensions or renewals, if any).

- 3. Schedule A-1, Scope of Services attachment to the Agreement is added in its entirety.
- 4. Schedule B-1, Compensation attachment to the Agreement is added in its entirety.
- 5. All other terms and conditions of the Agreement not inconsistent with this Amendment shall remain in full force and effect except as expressly modified by this Amendment No. 1.

SNOHOMISH COUNTY:

ARORA ENGINEERS, INC.:

Dated this ____ day of _____, 2021,

Dated this ____ day of _____, 2021,

Dave Somers
County Executive

By:
Its:

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Risk Management Date

Approved as to form only:

Deputy Prosecuting Attorney Date

Schedule A-1

Scope of Services / Statement of Work

Amendment No. 1, Phase IIIA & Phase IIIB

Data Management System Implementation

DEFINITIONS

Capitalized terms used in this Scope of Services / Statement of Work and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

1.1 “SOW”

Statement of Work for this professional services agreement with Arora Engineers, Inc.

1.2 “Agreement”

Professional services agreement between Snohomish County & Arora Engineers, Inc. dated January 1, 2020 and this Amendment No. 1.

1.3 “Acceptance” and “Accepted”

This shall have the meaning in Section 8 of the original Agreement.

1.4 “Installation”

This means any work tasks and installation services provided by the Contractor for Software and Support as described in a relevant Statement of Work.

1.5 “Support”

This means technical, maintenance and support services available from Contractor for any Products, Software, Installation and Work provided and/or performed by Contractor to County; accessible either: onsite in person, by telephone, remotely or online via the internet.

1.6 “Updates”

This means all minor releases of the Software in which minor modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, excluding version-to-version Upgrades, and are designated by a change in sub-version designation (e.g., from version 1.3 to version 1.4).

1.7 “Upgrades”

This means all major releases of the Software in which significant and/or substantial modifications, additions, changes, bug fixes, defect corrections and feature enhancements have

been made, and are designated by a change in version designation (e.g., from version 1.4 to version 2.0).

2. WORK

2.1 Scope of Work.

1. Conduct project kickoff meeting to discuss implementation and assign project tasks.
2. Develop airport data standards for Geographic Information Systems (GIS) in collaboration with County.
3. Develop airport data standards for Computer-Aided Design (CAD).
4. Develop airport file structure and storage protocols in collaboration with the County as part of the airport data assessment analysis. Recommendations on file naming and storage procedure will be documented in a data assessment report. Arora assumes that the County will provide details and access to network files applicable for analysis as these files will define the content and extent of geospatial information, some of which will be converted to geodatabase format, while others will be stored in a County provided SharePoint site.
5. Establish Geospatial Data Governance Program report (foundation for overall County expansion).
6. Create a series of Master Computer-Aided Design (mCAD) files for PAE.
7. Create FME workbenches (FMW) to convert CAD to GIS data as applicable.
8. Create and populate a Master Geodatabase (mGDB) for PAE.
9. Populate SharePoint/OpenText based on mutually agreed upon files and structure.
10. Create GIS applications.

2.2 Background

As a result of professional services contract for RFP -39-19SR, Arora Engineers, Inc. completed a report titled *Strategic Plan for an Integrated Data Management Solution for Paine Field Snohomish County Airport* on November 28, 2020. This Scope of Services / Statement of Work is Amendment No. 1 to that professional services contract to complete a list of deliverables to provide solutions to the recommendations contained therein.

2.3 Contractor Requirements

Upon implementation, the Contractor shall meet the following objectives:

1. A solution that enables County process improvement during implementation.
2. Provide the ability for authorized County Users to maintain the established document management procedures through updating configuration items such as Users, Document Types and recording categories, and legislatively mandated items in a manner that is readily accomplished without County IT or Contractor assistance.

2.4 Contractor Deliverables

Task 1: Plan, Conduct, & Complete Project Kickoff Meeting

Activities: (Contractor responsibilities)

Complete organized project kick-off meeting to inform all parties of responsibilities, schedules, and project structure. Activities include:

1. Schedule, facilitate, and complete a successful project initiation kickoff meeting with County and Airport staff.
2. Provide County Project Manager with meeting agenda prior to meeting.
3. Identify key stakeholders for participation and provide list to County Project Manager prior to meeting.

Contractor Deliverables

1. Completed project kick-off meeting, including:
 - a. full discussion of the project task list;
 - b. review of the timeline;
 - c. review of staff requirements for each task;
 - d. review of staff assignments for each task;
 - e. project team contact information for all participants
 - f. level of project management oversight; and
 - g. discussion of any other project-related details the Contractor and the County deem necessary to the successful outcome of this effort.

County Acceptance:

Review and assess all deliverables for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 2: Develop airport data standards for Geographic Information Systems (GIS) in collaboration with County

Activities: (Contractor responsibilities)

1. Research industry best practices coupled with Arora's past experience.
2. Develop table of contents to review with County for approval.
3. Align with FAA AGIS model – schema definition/mapping.
4. Create crosswalk between CAD layers and GIS feature classes.
5. Expand beyond FAA requirements (utilities, floorplans).
6. Document projection, point/line/polygon, topology, accuracy, metadata, maintenance.
7. Develop data submission recommendations.
8. Schedule task meetings as needed and document minutes.

Contractor Deliverables

1. GIS Data Standard

County Acceptance:

Review and assess all deliverables in Task 2 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 3: Develop airport data standards for Computer-Aided Design (CAD)

Activities:

1. Research industry best practices coupled with Arora's past experience and review existing County CAD standards.
2. Develop table of contents similar in format to County's current CAD standards for review with approval from the County.
3. Document projection, objects, layer placement, drawing components, topology, accuracy, metadata, maintenance.
4. Develop data submission and quality assurance recommendations.
5. Schedule task meetings as needed and document minutes.

Contractor Deliverables

1. CAD Data Standard

County Acceptance:

Review and assess all deliverables in Task 3 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 4: Develop airport file structure and storage protocols

Activities: (Contractor responsibilities)

1. Develop airport file structure and storage protocols in collaboration with the County as part of the airport data assessment analysis. Recommendations on file naming and storage procedure will be documented in a data assessment report. Arora assumes that the County will provide details and access to network files applicable for analysis as these files will define the content and extent of geospatial information, some of which will be converted to geodatabase format, while others will be stored in a County provided SharePoint site. A combination of SharePoint and OpenText document management procedures will be developed. SharePoint will be used to store various versions of project files (i.e. 30/60/90 % design documents) while OpenText will be used to store the final version of project documents as approved by the County and include applicable OpenText search tags. Development of data storage procedures for both SharePoint and OpenText will be in concert with the County to determine appropriate network access credentials for defined technicians to upload files.
2. Consult with the County to determine airport network files directories to review on the R and S drives.
3. Once provided access to or copy of files on a portable hard drive, Arora will perform a data assessment on applicable files to draft and document a file nomenclature hierarchy which will be included in the Data Assessment report.
4. Arora will provide a list of all directories reviewed which will include a file count for applicable subfolders.
5. Set up one (1) meeting with County to review hierarchy and document feedback and recommendations.
6. Revise file nomenclature document based on County input.

7. In collaboration with County, schedule and participate in County provided SharePoint and OpenText training to develop data storage protocols and define OpenText search tags.
8. Document SharePoint and OpenText workflow to create file storage directory tree for subsequent use in Task 9.
9. Meet with County to review workflows and revise based on input provided.
10. Draft and Final versions of Data Assessment Report:
 - a. Document file naming convention and hierarchy.
 - b. Draft table of contents of report to be reviewed and approved by County which will at a minimum include items noted above and as follows.
 - c. Document list of files to be consolidated in Tasks 6 and 8 that will result in the development of up to four (4) enterprise geospatial data systems. Recommendations will include floor plans, stormwater system, roadway signage, and properties via Exhibit A.
 - d. Document list of files which include lease agreement information to be linked to applicable space polygons with a GIS application configured via Task 10.
 - e. Develop and populate data matrix for proposed enterprise data systems which include completeness, quality, and alignment to proposed data standards.
 - f. Document recommended file search tags for OpenText.

Contractor Deliverables:

1. List of file directories reviewed to develop file nomenclature document.
2. List of files to be consolidated and converted into GIS format.
3. List of lease documents to be linked to future GIS feature class via Task 10.
4. Meeting minutes documenting County input and feedback.
5. Proposed SharePoint/OpenText file storage protocols and workflow documentation.
6. Draft and Final Data Assessment report(s).

County Acceptance:

1. Review and assess all deliverables in Task 4 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 5: Establish Geospatial Data Governance Program report (foundation for overall County expansion)

Activities: (Contractor responsibilities)

1. Organize and execute up to four (4) meetings.
2. Draft and Final Geospatial Data Governance Report, leveraging industry research and prior knowledge of airport best practices. This report will provide a framework and foundation for the County's geospatial data governance program. Examples will be provided for some topics described below, for the County to expand upon utilizing their established committees. These committees will set priorities and associated schedules. This activity will encompass the following:
 - a. Creation of geospatial data governance technical and steering committees.
 - b. Defining goals, objectives, and key performance metrics (KPIs).
 - c. Defining roles and responsibilities.
 - d. Preparing a Communication Plan:
 - i. Written – reporting documents (e.g., monthly meeting agenda/minutes)

- ii. Verbal – (e.g., conference calls, training)
 - iii. Electronic – (e.g., GIS Portal page, data-sharing)
- e. Developing a Risk Management Plan:
 - i. Risk Matrix
 - Identified Risk or Risk Event
 - Risk Category
 - Risk Likelihood or Probability
 - Risk Indicators
 - Risk Impact
 - Risk Mitigation and/or Response
 - ii. Risk Monitor and Response
- f. Developing a Data Change Management Plan:
 - i. Draft data management routines (standardization / operational adaption)
 - ii. Document current project data workflow with recommended enhancements
 - iii. Training
- g. Developing Policies and Procedures:
 - i. Data Submission Requirements
 - ii. Data Development and Maintenance Procedures
 - iii. System/Architecture
 - iv. Data and System Security
 - v. Geospatial Data Standards

Contractor Deliverables:

1. Governance Board organization chart.
2. Final report.

County Acceptance:

1. Review and assess all deliverables in Task 5 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 6: Create and series of Master Computer-Aided Design (mCAD) files for PAE

Activities: (Contractor responsibilities)

1. Gather and use CAD files discovered during the data assessment task to develop a series of mCAD drawing files to capture information related to PAE floor plans, stormwater system, roadway signage, and properties via Exhibit A.
2. Modify layers and object structure as applicable to meet documented CAD Data Standards.
3. Adjust topology of CAD objects to create seamless network, as applicable.
4. Create meta properties in final DWG files
5. Perform quality control during data development.
6. Identify and address data anomalies encountered.

Contractor Deliverables

1. Master CAD file for floor plans.
2. Master CAD file for Stormwater system.
3. Master CAD file for roadway signage.

4. Master CAD file for properties via Exhibit A.

County Acceptance:

Review and assess all deliverables in Task 6 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 7: Create an FME workspaces to convert CAD to GIS data as applicable

Activities:

1. Develop FMWs configured and designed to convert specified CAD geometry and objects created in Task 6, into Esri feature classes for subsequent loading into the mGDB developed in Task 8.
2. Prepare materials and provide one day of training to County/PAE staff to locally deploy and run FMWs on County owned and maintained FME software
3. Provide technical phone/remote support for the remainder of the contract period.

Contractor Deliverables

1. Up to four (4) FMWs.
2. Training materials (PPT and associated documentation).
3. Technical phone/remote support.

County Acceptance:

Review and assess all deliverables in Task 7 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 8: Create and populate a Master Geodatabase (mGDB) for PAE

Activities:

1. Create mGDB based on the GIS Data Standard documented in Task 2.
2. Perform quality control on Esri feature classes processed by FMW's in previous task to confirm that applicable geometry and attributes converted as intended.
3. Document quality assurance / quality control (QA/QC) procedures in technical memorandum
4. Gather and load previously created Airport GIS data into mGDB.
5. Gather and load GIS data provided by the Master Plan consultant into the mGDB and perform QA/QC. Assume data is 18B compliant and includes data from the pavement assessment, which will be delivered to Contractor on or before June 18, 2021.

Contractor Deliverables

1. mGDB populated via FMWs.
2. mGDB populated with existing Airport GIS files.
3. mGDB populated with Master Plan consultant 18B data.
4. mGDB populated with Master Plan consultant pavement assessment data.
5. QA/QC technical memorandum.

** mGDB is a single Esri File Geodatabase that reflects the GIS Data Standard described above, which can be used to load an enterprise Geodatabase (eGDB) installed on the County's ArcGIS Enterprise platform.*

County Acceptance:

Review and assess all deliverables in Task 8 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 9: Rename applicable source files defined in Task 4, and Configure and Populate SharePoint/OpenText

Activities: (Contractor's responsibilities)

1. Revise file naming structure and add OpenText search tags as applicable for files determined to be "final" and most current source based on Data Assessment Report results.
2. Upload defined files to their corresponding document storage system SharePoint/OpenText to be used in preceding task for system creation or updates.
3. Upload other files determined to be final based on Data Assessment Report including documented list of lease agreement information files to be linked to applicable space polygons with a GIS application configured via Task 10.
4. Document process to rename and upload file to SharePoint/OpenText.
5. Develop SharePoint/OpenText training materials and provide training for post project use by County resources.
6. Provide phone/remote support for remainder of contract.

Contractor Deliverables

1. Defined files are renamed and uploaded into SharePoint/OpenText.
2. Training and Support.

County Acceptance:

Review and assess all deliverables in Task 9 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

Task 10: Develop and deploy web-based GIS applications

Activities: (Contractor's responsibilities)

1. Provide list to County of potential use cases:
 - a. General Airport Data Viewer
 - i. AOA surface and assets (from Master Plan data)
 - b. Space Information Portal
 - i. Lease documents linked to lease boundaries
 - ii. Exhibit A – property viewer
 - c. Pavement Viewer
 - iii. Data provided via the Master Plan
2. Develop and document use case functional and data requirements.
3. Create wireframe mockups for review and approval.
4. Configure applications noted above using Esri's ArcGIS Online webapp builder.
5. Work with County to deploy applications using County owned Esri licensing.

6. Provide application specific user documentation.
7. Provide training and support throughout the contract period.

County Responsibilities:

1. Participation in task meetings.
2. Review and provide input/feedback on task documentation submitted.
3. Deployment support.
4. Determine staff participation and schedule training.

Contractor Deliverables:

1. Defined Use Case applications with associated requirements and wireframe mockups.
2. Application deployment and user documentation.
3. Application training and support.

County Acceptance:

Review and assess all deliverables in Task 10 for completeness and fitness for purpose in accordance with Section 8 of the original Agreement.

3. PROJECT TEAM

The Contractor and the County reserve the right to name specific project team members, based on availability, upon execution of the Statement of Work.

The County and the Contractor have multiple staff members (assigned to functional teams) designated as project participants. The makeup of the staff rosters for each task will be decided as resource assignments are made. The Contractor has offered a list of participating staff who will participate in this effort. The following staff members are assigned to the management of the effort:

Arora Engineers, Inc.:

Project Manager:	Thomas Tiner 704-390-8836 / ttiner@aroraengineers.com)
Discipline Lead:	Randy Murphy 617-290-9400 / rmurphy@aroraengineers.com)
Senior GIS Specialist:	Tim Lesser 754-551-5616 / tlessor@aroraengineers.com)
Senior GIS Analyst:	Thomas Crossman 857-702-9249 / tcrossman@aroraengineers.com)
GIS Specialist:	Savannah Sill 704-900-1124 / ssil@aroraengineers.com)
GIS Technician:	Glenn Roedel 908-235-2317 / groedel@aroraengineers.com)
GIS Technician:	Maeve Grady 978-501-3447 / mgrady@aroraengineers.com)

Snohomish County:

OpEx Project Mgr.	Dave Stroble, 425-388-7020 (david.stroble@snoco.org)
Airport Director:	Arif Ghouse (arif.ghouse@snoco.org)

Deputy Director: Pete McGuire (pete.mcguire@snoco.org)
Business Manager: Nickolis Landgraff, 425-388-5103 (nickolis.landgraff@snoco.org)
Full list of County project team available in Stakeholder Register

4. CONTRACTOR'S RESPONSIBILITIES

4.1 Contractor to provide:

1. A primary point of contact to act as Project Manager ("CPM") and work with Snohomish County's Project Manager ("SCPM"), or another designated representative.
2. Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County and shall be subject to County's approval. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County's right to do so does not implicate County as party to Contractor's obligations in the SOW.
3. Reports - Weekly and/or monthly status reports as required by SCPM.

4.2 Contractor Task and Responsibilities:

1. Develop a project schedule, which includes all tasks required by the County for configuration, security, network connectivity, workstation modifications, interface development, data conversion, and operations and maintenance.
2. Ensure adherence to the project scope, schedule, and budget.
3. Manage risk, including notifications to the County's Project Manager within 24 hours – via email or phone – when the project scope, schedule or budget may be impacted, as well as providing mitigation plans.
4. Management and planning of work activities including:
 - Deliverable design and installation;
 - Deliverable configuration;
 - Data conversion and migration;
 - Testing and quality assurance;
 - Administrator and end-user training, where applicable, and
 - Go-live support.
5. Coordination of Contractor's resources, work sessions, and training (in-person or online/phone).
6. Track project issues using mutually agreed upon tracking system (e.g., SharePoint, Excel, MS Project, etc.)
7. Provide written status reports, which include schedule updates, all reported issues and their statuses, bi-weekly or other agreed upon schedule via email.
8. Be available for status calls as requested by County.
9. Provide monthly updates to steering committee via in person or online meeting as requested by the County.
10. All additional tasks required to achieve the results specified herein.

5. COUNTY'S RESPONSIBILITIES

5.1 Complete obligations

A complete list of County's obligations under this SOW is set forth below and per the original Agreement. All other work, resources, personnel, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the Agreement, Amendment 1 and Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

5.2 County to Provide:

1. Single point of contact from County to act as Project Manager ("SCPM") and work with Contractor's Project Manager ("CPM"), or another designated representative.
2. Sufficient workspace, internet connections and telephone access to Contractor employees that are required to provide or perform Work at a County facility.
3. Staff with subject matter expertise to advise the project team on existing County standards, governance policies, and other topics. County subject matter experts may originate in any County Department or Office.

5.3 County Task and Responsibilities:

1. Review and provide formal written approval of the following plans and documentation: Project Schedule, System Architecture, Technical Specifications, Test Plan, Training Plan, Data Migration Plan, Validation Plan, and System Documentation. The County's right to approve or reject these items does not implicate the County as party to the Contractor's obligations.
2. System testing in accordance with approved Test Plan.
3. Review and provide formal written approval of work performed (deliverables) under milestones, or provide written description of deliverable deficiencies per Section 8 of the original Agreement.
4. Provide ArcGIS Enterprise environment and Administrative support to establish Contractor and County resource access to GIS data and applications
5. Provide access and applicable training to Contractor in use of County owned and maintained SharePoint and OpenText software environments.

6. PROJECT COMPLETION CRITERIA

The full Paine Field Integrated Data Management solution supplied by the Contractor (including, custom configurations, reports, documentation, training materials, and support agreements) has been installed or delivered to the County and are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested or review by the County, and accepted through review or testing (at the discretion of the County).

7. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County’s fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor’s ability to perform for any reason, Contractor’s deficiency report should contain Contractor’s suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

8. DURATION OF SOW

Amendment No. 1 extends the Agreement term by 24 months. This SOW is estimated to be complete within the term extension, unless extended further by mutual written agreement of both parties as per the Agreement and Amendment No. 1.

9. TIMELINE

Estimated and subject to change at the discretion of Contractor or County, with written notice.

Task	Yr/Month	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug
Task 1 – Project Kickoff												
Task 2 – GIS Data Standard												
Task 3 – CAD Data Standard												
Task 4 – Data Assessment Analysis and Report												
Task 5 – Geospatial Data Governance Program and Report												
Task 6 – mDWG File Consolidation (align with CAD Standard)												
Task 7 – FME Workbenches												
Task 8 – mGDB Design and Data Migration												
Task 9 – Populated SharePoint/OpenText												
Task 10 – GIS Applications												

Time is of the essence. Contractor is required to meet all milestone deadlines specified in the SOW as noted in Schedule B-1, Compensation.

10. PROJECT MANAGERS

County Project Manager (“SCPM”)		Contractor Project Manager (“CPM”)	
Name:	David Stroble	Name:	Thomas Tiner
Address:	Operation Excellence Team 3000 Rockefeller Ave Everett, WA 98201	Address:	61 Wilmington-West Chester Pike Chadds Ford, PA 19317
Phone:	425-238-1301	Phone:	704-625-2848
Email:	David.stroble@snoco.org	Email:	tiner@aroraengineers.com

Escalation path:

Snohomish County:

Nickolis Landgraff
 Airport Business Manager
 425-388-5103
 nickolis.landgraff@snoco.org

Arora Engineers, Inc.:

Manik K. Arora, PE
 President & CEO
 (610) 459-7900
 marora@aroraengineers.com

11. SECURITY REQUIREMENTS

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County will create a Contractor access account, as needed. Server access will be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the County.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County’s applicable security, access, and safety requirements for the protection of the County’s facilities and employees while on the County’s premises.

12. DATA RIGHTS

Ownership. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement. Section 5 of the original Agreement is also referenced as applicable herein.

Contractor Use of County Data. Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in the original Agreement, Section 23, and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor’s own

purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

13. SITES AND LOCATIONS

The work will be conducted both remotely and at the County one or more of the facilities listed below:

Snohomish County Airport (Paine Field)
3220 100th Street SW
Everett, WA 98204

Snohomish County Government Campus
3000 Rockefeller Ave.
Everett, WA 98201

Contractor will work at location of own choosing

ATTACHMENT(S)

None

Schedule B-1
Compensation
Amendment No. 1, Phase IIIA & Phase IIIB
Data Management System Implementation

1. FEES

Billings will be initiated upon signature approval from an authorized representative from Snohomish County for each milestone.

Contractor will be paid for the Work accepted by County as specified in this Schedule A-1, Scope of Services / Statement of Work at a fixed fee of, and not to exceed, four hundred, sixty-two thousand (\$462,00.00) dollars, which will be paid to Contractor according to the Payment Schedule below:

Invoice #	Estimated Completion Milestones	% Payment to Contractor	Description	Dollar Amount
1	01/31/22	10%	Task 1, 2, and 3	\$30,900.00
2	02/28/22	32%	Task 4 and 5	\$100,900.00
3	04/30/22	25%	Task 6, and 7	\$78,150.00
4	08/31/22	33%	Task 8, 9, and 10	\$102,050.00
5	TBD	TBD	Additional Consulting Services, TBD	\$150,000.00
Total		100%		\$462,000.00

2. EXPENSES

All reasonable travel related expenses that have been pre-approved in writing by County and that are incurred by Contractor employees pursuant to the Work accepted by County in accordance with the Agreement and this SOW (“**Expenses**”), will be reimbursed by County, according to County’s Travel and Expense Policy and Procedure (“**Expense Policy**”). If requested, the Expense Policy will be provided to Contractor. Contractor will follow such Expense Policy and provide original receipts to support all reimbursement requests for such Expenses.