

# CHANGE ORDER

## PROJECT INFORMATION

<b>Project</b>	47656 - Cityworks AMS Implementation	<b>Date</b>	December 13, 2024
<b>Client Contact</b>	Grant Moen 425-257-8947 GMoen@everettwa.gov	<b>Timmons Group Project Manager</b>	Lauren Sullivan (858) 254-3873 lauren.sullivan@timmons.com

Everett has requested a scope of work to add additional services to the existing contract with Timmons Group to implement the Cityworks Asset Management software. These services include modifying an integration to account for a software bug, assisting the City with filtering meter shut offs, and supporting the City's GIS department with the Cityworks application.

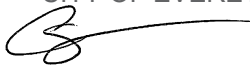
Everett has also requested general software support services through the end of the project contract. Timmons Group has provided a general support agreement for these services in Appendix A.


Timmons Group will provide the requested services outlined in the attached Scopes of Work. Services will be performed on a Time & Materials basis in accordance with the existing contract covering Post Go Live Support.



Services will be provided in a timely and efficient manner. Timmons Group will keep the City informed of the job status and any necessary modifications/addendums. Acknowledgment and Acceptance of this Letter of Agreement constitutes Scope of Work and fee schedule acceptance by the City and Timmons Group. Significant alterations or deviations from the SOW will be incorporated by written addendum.

Timmons Group will proceed upon receipt of this signed agreement.

Acknowledged & Accepted:

CITY OF EVERETT  
  
\_\_\_\_\_  
Cassie Franklin, Mayor  
02/16/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**Timmons Group** Ron Butcher, Director of Asset Mgt Svcs  
02/13/2025  
\_\_\_\_\_  
Date

 Attest:   
EVERETT Office of the City Clerk

## PURPOSE STATEMENT/OBJECTIVE

The City of Everett (City) is currently working with Timmons Group to implement the Cityworks asset management software solution. The project began in early 2021 and Cityworks went live in June 2023. Since Go Live, Everett requests additional support troubleshooting issues inside of the software, including report writing, assistance with software bugs, and support with GIS setup for use in Cityworks.

### *Within This Document*

In this document, the City will find the following:

- Proposed Implementation Change
- Proposed Change to Project Schedule
- Cost Adjustment Summary

## SCOPE OF WORK

### IMPLEMENTATION CHANGE

#### *The original agreement will be amended to the following:*

Our scope of services will add additional hours to assist Everett with the following issues:

Area of Assistance	Description of Issue
UKG to Cityworks Integration	Work Cycles - Fix the issue when using the "Projected Start Date" from creating hourly Cityworks work orders. Mark Harmon was investigating, found the issue, needs to now reprogram a portion of the integration.
UKG to Cityworks Integration	Labor Records - Upload labor records from Cassworks that were overlooked. The upload file contains labor records for 2023 and 2024 that will need to be imported into Cityworks around the time we choose to go-live with the UKG integration. The list of labor entries from 2023 has ~70k records.
Year Prefix	Each year Everett would like to be able to trigger an update to work activities to begin with the upcoming year, ex. "2025108504"
Cityworks Mobile/Mobile Map Package	Maps display, but assets are not interactive/display as "not configured" in Cityworks Mobile.
CIS Status Codes displaying in Cityworks	City wishes to modify the integration to filter meter shut offs in Cityworks.
GIS Layers in both Mobile and Office	When using In Maps > Layer Search > Operation > using "select features from" > To: annotation in maps causes multiple items to display. These are extraneous and need parsed out of the list, extremely confusing to users.
Granite.Net Integration	City wishes to view the Structural Index Rating (SIR) from the integration in Cityworks. Timmons Group will work with CUES and City staff to resolve.
Reports	Streets Monthly Work Report
Reports	KPI Goals
Reports	ADA Compliance Analysis

GIS Updates from Work Activities	City is testing the process of having work activities (WO, SRs) update the GIS once closed inside the ESRI Geometric Network.
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## Additional Scope Tasks

### **Task 1: Technical Support (see Appendix A)**

Services for these tasks will include, but are not limited to:

- Report writing, edits, or training on running the listed reports successfully
- Integration modifications
- Dashboard or inbox modifications
- Cityworks configuration or re-configuration
- GIS consulting
- Data transfer

**City Responsibility** – Everett will attend ad-hoc meetings and provide information to Timmons Group to facilitate resolution of each issue.

**Deliverables** – TG staff will respond to the issues above, meet with City staff, and resolve any issues wherever possible.

**Assumptions** – All communication regarding the issues above will be logged into Teamwork. Timmons Group staff will have full access to the Cityworks environment for configuration. If issues cannot be resolved due to decisions by City staff, status will be updated in Teamwork. Timmons Group cannot guarantee issue resolution for all issues above as described within the estimate provided.

## PROPOSED TIMELINE

Timmons Group estimates 4-8 weeks to complete and deploy all items above. Tasks will be delivered in order of completion.

No timeline estimated for support agreement services – hours will be requested by the City as-needed and Timmons Group will adhere to the response times indicated in the agreement.

## COST ADJUSTMENT SUMMARY

### **Impacts to existing budget:**

The following table outlines our total cost for the additional proposed tasks:

Tasks	Hours	Cost	Comments
Integration, Reporting, GIS Assistance (see above)	85	\$14,685.00	
General Software Support Services (see Appendix A)	400	\$66,000.00	General support hours valid for use through end of project contract.
<b>Total</b>	<b>485</b>	<b>\$80,685.00</b>	
<b>Adjusted Project Budget</b>		<b>\$720,140.00</b>	CO1 Budget: \$639,455.00 Original Project Budget: \$639,455.00

### **Payment Milestones**

Payment terms will follow those of the existing project contract between City and Timmons Group. City will be invoiced for hours used per month. Funds will be added to two new buckets indicated below.

Project Phase	Original Budget	Adjusted Budget	Comments
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(new) 9009 Post Go Live Assistance	---	\$14,685.00	To be billed monthly as-utilized. \$165 per hour.
(new) 9010 Support Services Agreement	---	\$66,000.00	To be billed monthly as-used through end of project contract. \$165 per hour.

## ASSUMPTIONS

Timmons Group is including the following assumptions as part of our scope of work.

1. Deliverables will be tested by Everett within ten (10) business days of delivery. Everett will evaluate the documentation, and previously accepted related functionality, against the agreed upon acceptance criteria to determine acceptance.
2. The Timmons team is responsible for all configuration and technical requirement testing, and will provide Project Manager, Technical Lead, and Business Analyst resources throughout the duration of the project to accommodate this change.
3. Everett is responsible for acceptance testing of all GIS and Cityworks functionality and will provide Project Manager and Subject Matter Expert resources.
4. Everett and Timmons teams are available throughout the duration of the project. Any impacts to availability of any team members from the teams may result in a delay in schedule.
5. Timmons and Everett will use a defined change management process for any changes in services above and beyond the agreed upon scope and cost pursuant to the existing contract executed between the City and Timmons.
6. The Timmons Project Manager and Everett Project Management teams will coordinate throughout the project on progress.
7. Everett will use Timmons tools to track progress, development, and general communication.

# APPENDIX A: SUPPORT AGREEMENT

## STATEMENT OF WORK

Support Services for Cityworks AMS and Associated Applications

PREPARED FOR



**EVERETT**

WASHINGTON  
12/13/2024



**TIMMONS GROUP**

YOUR VISION ACHIEVED THROUGH OURS.

This is a Support Agreement (the "Application Support Agreement") dated **12/6/2024** by and between **Timmons Group**, a Virginia corporation having its principal place of business at **1001 Boulders Parkway, Suite 300, Richmond, Virginia 23225** ("TIMMONS") and **City of Everett, WA** ("CUSTOMER") with an address of **2930 Wetmore Avenue, Everett, WA 98201**.

This software support agreement is for the following software, (the "Software") in this agreement:

### **Cityworks AMS Configuration and associated applications**

The CUSTOMER would receive annual support for the maintenance and support of Cityworks AMS configuration and supporting applications developed by TIMMONS for the CUSTOMER.

**Support as defined in this Scope of Work will conclude at a time when all contracted hours have been completed or December 31, 2026, whichever comes first.**

The following are the terms and conditions under which TIMMONS provides Maintenance and Support (the "Support") for the Software indicated above.

#### **1. Support**

- A. **Hours of Support Availability.** Payment of the standard Support Charges (as defined in Section 5) entitles CUSTOMER to Support during the Principal Period of Maintenance ("PPM"). The PPM is an ten hour continuous daily time period between the hours of 8:00 AM and 6:00 PM, EST, Monday through Friday, excluding holidays or such holidays as observed locally by TIMMONS. All Support subsequently added shall have the same PPM. Requests made by the CUSTOMER outside of the PPM will be given all reasonable efforts to be completed by TIMMONS, with the understanding that availability should be planned ahead of time between TIMMONS and CUSTOMER if at all possible if work is needed outside of PPM hours.
- B. **Scope of Support.** Support includes the response to and resolution of CUSTOMER-encountered problems with the Software relating to TIMMONS configuration as reported to TIMMONS by the CUSTOMER. Resolution of CUSTOMER-encountered problems shall consist of (1) support provided through electronic support; or (2) correction of any defect in the Software program resulting from TIMMONS configuration or development that materially and adversely affects the use of the Software; or (3) delivery of workarounds limited to the current or immediate prior Software release. TIMMONS will use commercially reasonable efforts to respond to CUSTOMER requests according to the priority level of the request. TIMMONS will resolve the CUSTOMER's request as described in the request. Any rendering of supplemental maintenance Support by TIMMONS, including extended coverage, support, workarounds, or fixes that exceed the allotted contractual limit of hours, and upgrade of Software releases and consulting will be performed at TIMMONS discretion upon receipt of a Work Order or appropriate payment, and, if performed, will be charged to CUSTOMER at current prices and terms then in effect. The CUSTOMER will be proactively informed if the supplemental maintenance described above will exceed the Not to Exceed (NTE) amount described below and have an opportunity to decline the supplemental maintenance.
- C. **Support Limitations.** Any Support is dependent upon the use by CUSTOMER of unmodified Software (except as authorized by TIMMONS pursuant to a Professional Services Agreement) operated in accordance with TIMMONS' documentation.

#### **2. CUSTOMER's Responsibilities.**

- A. CUSTOMER is responsible for performing data and software back-ups in accordance with published documentation.
- B. CUSTOMER shall notify TIMMONS of any Software failure and shall allow TIMMONS reasonable access to the Software for performing Support. CUSTOMER must provide TIMMONS with secure access to the Software to perform remote support.
- C. CUSTOMER will designate no more than three (3) Authorized Contacts as trained System Administrators trained in the server architecture / environment, database, and supporting products installed, and familiar with the TIMMONS tools and applications purchased by the CUSTOMER. Support requests must be placed to TIMMONS by an Authorized TIMMONS contact.
- D. CUSTOMER will contact TIMMONS through the TIMMONS Support Portal: Teamwork.
  - i. CUSTOMER will have the ability to request that TIMMONS place an hourly estimation for Support requests. CUSTOMER can approve Support requests at that time and TIMMONS will begin Support remediation with the understanding that requests may require more time than estimated.
  - ii. CUSTOMER approved Support requests placed to TIMMONS through Teamwork may incur a minimum usage of two (2) support hours by the CUSTOMER regardless of the outcome of said request to account for investigation by TIMMONS.

#### **3. Limit of Liability.** TIMMONS will not be responsible to CUSTOMER for loss of use of the Software or data or for any other liabilities arising from the use, alterations, additions, adjustments or repairs which are made to the Software by third parties other than authorized representatives of TIMMONS, or at the direction of TIMMONS.

#### **4. Term and Applicability to Other Agreements.** The initial term of this Agreement shall commence upon acceptance of agreement and shall commence until all hours are used or December 31, 2026, whichever comes first. Thereafter, this Agreement shall not be renewed unless CUSTOMER notifies TIMMONS in writing at least thirty (30) days in

advance of the scheduled expiration date. TIMMONS reserves the right to terminate this Software Support Agreement upon written notice to CUSTOMER if any such alteration, addition, adjustment or repair adversely affects TIMMONS's ability to render Support to the Software.

## 5. **Support Fees**

**Definition.** "Support Fees" are the total annual charges for the Support Program set forth in the Scope of Work. After the initial term and upon forty-five (45) days written notice, TIMMONS may change its Support Charges then in effect. If the Support Charges are increased, CUSTOMER may terminate Support as of the effective date of such increase, upon thirty (30) days written notice to TIMMONS. If CUSTOMER does not terminate Support as provided for herein, the new Support Charge shall become effective on the date specified in the notice.

**Fees.** CUSTOMER agrees to pay those fees specified herein.

The fee of sixty-six thousand dollars (\$66,000) for four hundred (400) hours of support at a billing rate of \$165 per hour. If onsite support is required, then travel and lodging costs will be charged separately.

**Invoices.** Support Charges will be invoiced as used. CUSTOMER shall pay all invoices not in dispute in full within thirty (30) days of receipt of the invoice. All amounts payable under this Software Support Agreement shall be paid in United States Dollars.

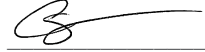
**Default.** CUSTOMER will be in default if amounts not in dispute due within forty-five (45) days after receipt of invoice have not been paid or CUSTOMER fails to perform any of its obligations hereunder. CUSTOMER's default will constitute sufficient cause for TIMMONS to suspend or terminate Support under this Software Support Agreement.

6. **Limited Warranty.** The support obligations set forth in this software support agreement are in lieu of all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Support provided under this software support agreement does not assure the uninterrupted operation of the software. This software support agreement does not extend or replace the software warranty as defined in the software development agreement.
7. **Sole and Exclusive Remedy.** In the event that TIMMONS is unable after reasonable efforts to provide a correction or workaround, CUSTOMER may terminate this agreement.
8. **Insurance:** TIMMONS shall furnish to the CUSTOMER Certificates of: Insurance thirty (30) days written notice for any change, cancellation, or non-renewal.

By executing this agreement, CUSTOMER acknowledges that it has reviewed the terms and conditions listed below and agrees to be legally bound by each such agreement.

CUSTOMER, by its signature, acknowledges that this agreement contains certain limitations of liability and certain warranty disclaimers.

**CITY OF EVERETT, WA**



**Signature** Cassie Franklin, Mayor

**Title**

02/16/2025

**Date**

**TIMMONS GROUP**

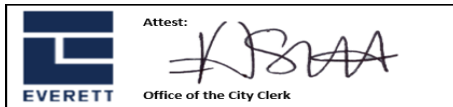


**Signature** Ron Butcher, Director of Asset Mgt Svcs

**Title**

02/13/2025

**Date**















# 2019-076 Computerized Asset Management Extension\_SD1

Final Audit Report

2025-02-18

Created:	2025-02-13
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
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 Agreement completed.

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