Whereas, the NAPA SANITATION DISTRICT (District), and TIMMONS GROUP (Consultant), entered into a Professional Services Agreement (Agreement), dated May 10, 2018; and

Whereas, Task Order No. 01 was executed by District on May 30, 2018, to provide CMMS implementation and software consistent with the asset management program Phase 1. The authorized Not-to-Exceed fee for providing the services set forth in Task Order No. 01 was $317,882.50; and

Whereas, Amendment No. 01 to Task Order No. 01 in the amount of $31,000.00 was executed on February 17, 2021 to perform GIS work and software upgrades. The authorized total Not-to-Exceed fee for Task Order No. 01 and Amendment No. 01 increased to $348,882.50; and

Whereas, Amendment No. 02 to Task Order No. 01 in the amount of $60,400.00 was executed on August 23, 2021 to perform GIS work and software upgrades. The authorized total Not-to-Exceed fee for Task Order No. 01 and Amendment Nos. 01 and 02 increased to $409,282.50; and

Whereas, it is necessary to Amend said Task Order to provide for additional professional services not included in the original Task Order, as set forth below:

- Scope of Services: Restructure WWTP asset hierarchy, conduct additional testing and training for treatment staff (the original plan was to conduct testing and training for Treatment concurrent with Collections), perform data migration and go-live support for Treatment, provide GIS support and training, import historical CCTV observations into Cityworks, customize Cityworks reports for Collections, create custom manhole inspection maps, migrate all of the preventative maintenance work orders for Collections. See Attachment A for additional details.
- Deliverables: See Attachment A for a detailed list of deliverables.
- Schedule for Performance of Work including Milestone Dates: See Attachment A.
- Task-Cost Budget Summary: See Attachment A.

All terms and conditions of the original underlying Agreement, Task Order No. 01 and any Amendments thereto, shall remain in effect, except to increase the amount the Consultant may be paid by $103,595.00, to a new Not-to-Exceed total amount of $512,877.50.

IN WITNESS WHEREOF, DISTRICT and CONSULTANT have executed this Amendment this _____ day of _____, 20___.

"DISTRICT"
NAPA SANITATION DISTRICT

"**CONSULTANT**"
TIMMONS GROUP

By: _____

By: _____

Title: Purchasing Agent_____

Title: _____

ATTACHMENTS:
Attachment A – Cityworks Asset Management Implementation Change Order

Attachment A

Cityworks Asset Management Implementation

Change Order

Prepared for Napa Sanitation District

Contact: Lauren Sullivan | Project Manager
1001 Boulders Parkway, Suite 300, Richmond, VA 23225
858.254.3873 phone | lauren.sullivan@timmons.com
www.timmonsgis.com

LETTER OF AGREEMENT

PROJECT INFORMATION

Project	41994- Cityworks AMS Implementation	**Date**	November 8, 2021
Client Contact	Matt Lemmon 707-258-6004 mlemmon@napasan.com	**Timmons Group Project Manager**	Lauren Sullivan (858) 254-3873 lauren.sullivan@timmons.com

PURPOSE STATEMENT AND PROPOSED CHANGE

Napa Sanitation District (NapaSan) is currently working with Timmons Group to implement the Cityworks asset management software solution. The project began in June 2018 and is nearing completion with Collections completing Cityworks Go Live in October 2021. During preparations for Cityworks Go Live, the District determined that the setup of the hierarchy of assets owned by the District was confusing for Treatment users and required revisions. The District currently has no full-time staff to manage the GIS data or environments.

Both Napa Sanitation and Timmons Group believe that the best course of action is to have Timmons Group assist the District in restructuring the GIS data and alter the Cityworks environment as a result, then complete plans for Go Live.

Additionally, Napa Sanitation requests additional services in support of the Cityworks project. These include:

➢ Import of CCTV inspection data backlog into Cityworks
➢ Assistance with reports for Collections staff
➢ Creation of spatial view and map to display manhole inspections
➢ Post Go Live Support

Timmons Group will provide the requested services outlined in the attached Scope of Work. Services will be performed on a Time & Materials basis.

Services will be provided in a timely and efficient manner. Timmons Group will keep the District 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 District and Timmons Group.

The attached SOW generally defines the work to be performed in support of the defined Project. It is understood by Timmons Group and the District that a variety of modifications/addendums/revisions to the defined SOW may be required, at various times during the performance of the SOW, to achieve desired Project results. Such modifications/addendums/revisions will be agreed to by both Timmons Group and the client and incorporated into the SOW. 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:

_____	_____
Client	**Timmons Group**
_____	_____
Date	Date

Within This Document

In this document, the District will find the following:
➢ Implementation Plan
➢ Deployment Schedule Draft
➢ Fee Summary

SCOPE OF WORK

This scope of work involves completing a GIS Review for NapaSan, identifying and executing on various GIS tasks, and completing several Cityworks AMS services.

IMPLEMENTATION PLAN: TREATMENT PLANT

Task 1: Restructure Treatment Plan Hierarchy within GIS Environment

Timmons Group will do the following:

- Propose and work with the District to approve a final hierarchy diagram
- Create additional tables and feature classes as indicated in the proposed hierarchy
- Migrate existing data within tables and fields outside of the proposed hierarchy to the new tables
- Create relationships between features/objects and test within the Cityworks system
- Rebuild map services to reflect new hierarchy

District Responsibility – District will sign off on hierarchy diagram. District will assist Timmons Group in making decisions regarding data to be moved into the new hierarchy. District will assist TG in testing data within Cityworks product to ensure software works as designed with updated hierarchy.

Deliverables – Final hierarchy diagram and associated GIS data modified to approved structure.

Assumptions – Napa County controls all GIS infrastructure for NapaSan. Timmons Group can only make modifications to environments or data under purview of NapaSan. Timmons Group will require access and administrator permissions in all GIS environments.

Task 2: GIS Modifications – ID Fields

Napa Sanitation has identified two areas within the GIS data in need of attention:

- NULL addresses that are devoid of a Hansen ID
- Cleanouts without a Cleanout ID

Timmons Group will make modifications to the existing GIS data to populate empty areas of these fields.

District Responsibility – District will review modified fields and verify data edits are satisfactory

Deliverables – TG staff will complete the task of populating ID fields

Assumptions – Napa County controls all GIS infrastructure for NapaSan. Timmons Group can only make modifications to environments or data under purview of NapaSan. Timmons Group will require access and administrator permissions in all GIS environments.

Task 3: Reconfigure Cityworks for Updated Treatment Hierarchy

The goal of this task is to configure Cityworks based on the updates to the GIS environment. Timmons Group will first make the configuration changes and deploy in the NapaSan Test environment for review prior to final implementation.

Updates will include, but are not limited to:
- Add new asset type(s) in hierarchy
    - o Rebuild relationships
    - o Adjust Service Definition and Service Layers
- Clone existing work orders to new assets
    - o Remove old work orders from old assets
    - o Remove old asset types that won't be used
- Build new inbox saved search to use hierarchy of assets

District Responsibility – Review Timmons Group updates to the Cityworks configuration and approve.

Deliverables – Update to configured software (Cityworks) within NapaSan's Test environment

TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

W W W . T I M M O N S G I S . C O M

Assumptions – Timmons Group will not make any other modifications to the Cityworks Test environment or GIS environment in support of these updates.

Task 4: User Acceptance Testing

Prior to Go-live there will be an acceptance testing period for users within the Treatment group to test the updates to the GIS and Cityworks environments (using Testing Scripts created by Timmons Group during the project implementation). During this period the District will test the Cityworks environment and its components, focusing primarily on mobile/Respond applications. Cityworks testers will identify issues and submit to the Timmons Group project management site. Desired changes or modifications to the Cityworks environment that fall outside of those in relation to the configuration updates will not be addressed at this time.

> **District Responsibility –** District Project Manager will work with staff to test the Cityworks environments.

> **Deliverables –** District will provide feedback as to whether acceptance criteria have been met.

> **Assumptions –** District will be prepared to work through the Testing and Acceptance Plan and complete within a defined period no longer than fourteen (14) days.

Task 5: Testing Review Meeting

While the District will conduct testing, Timmons Group will host review meetings in 1-2 hour intervals to assist users with completing the testing and sorting through resulting feedback.

> **District Responsibility** – Provide feedback and clarification regarding functionality and testing results.

> **Deliverables** – Updated testing results and modifications.

> **Assumptions** – District will ensure attendance by staff and provide review comments in a timely manner.

Task 6: UAT Remediation & Testing Sign-Off

Our team will complete final remediation to address results of the acceptance testing. NapaSan will sign off on all user acceptance testing. Having successfully completed all testing/acceptance procedures, the Treatment side of the Cityworks environment will be deemed ready for deployment to Production.

> **District Responsibility** – Acceptance of remediation; sign-off on finalized Cityworks environment.

> **Deliverables** – All modifications to Cityworks environments will be completed.

> **Assumptions –** No modifications will be made to the environment that involve changes unrelated to the Treatment hierarchy adjustments.

Task 7: Cityworks Training

Cityworks students for Treatment will attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. The City will identify who will be trained based upon the criteria and needs that will have been identified during the Configuration Workshops.

> **District Responsibility** – Treatment staff will attend Cityworks Training.

> **Deliverables** – Conduct Training as per updated Treatment Training Plan.

> **Assumptions –** District will provide a training facility for users to train remotely. Class sizes will be limited to 15 students. Coming into training, users will possess basic functional knowledge of personal computers and Windows.

Task 8: Cutover & Go-Live

Per the Go Live Checklist created for Collections Go Live, the implementation team will execute on the tasks during the cutover period to take the production environment to "Live" status for the Treatment Group. These tasks are as follows:
- Provide final migration of the MP2 legacy database in support of the Treatment group
- Implement final version of the SCADA system integration
- Move Treatment configuration changes into Production environment

Timmons Group will provide Go Live support during the first days of Go Live. After thirty (30) consecutive days operating in Production, Timmons Group will generate a certificate signifying the Cityworks application is operational in a "Live" environment. The District Project Manager shall sign said "Go-live Certificate" and submit it to Timmons Group.

District Responsibility – Acceptance of remediation; sign-off on finalized Cityworks environment.

Deliverables – Go-Live Checklist, Cityworks being used in Production environment, and Go Live Certificate.
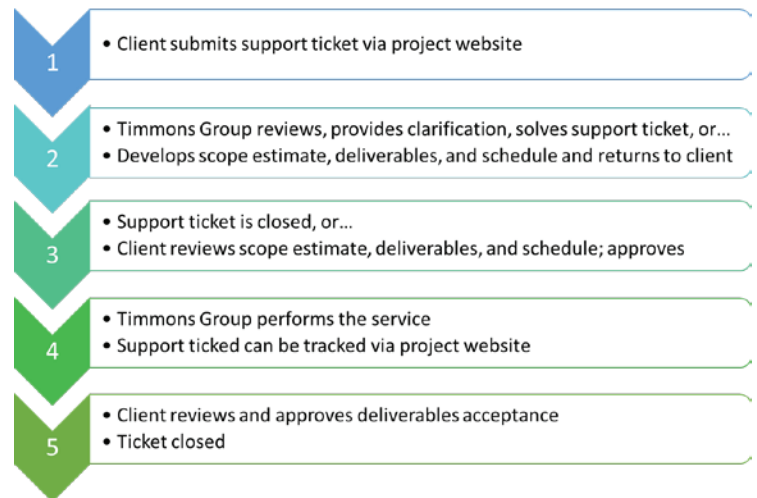
Assumptions – No modifications will be made to the environment that involve changes unrelated to the Treatment hierarchy adjustments.

Task 9: Post Go-live Ad Hoc Support for both GIS & Cityworks Environments

Once the Go-Live and Project Closeout phase has been completed, our team will provide 100 hours of ad-hoc support to address any issues that may arise, either with the Cityworks environment or tasks related to GIS data edits, or to modifications to the GIS environment.

The client will have one year to utilize the remote support by a department or functional group for the services provided. The contract can be renewed on an annual basis and additional hours can be added. Time will be billed on a not-to-exceed, time and materials basis. Any required travel will be billed at cost.

Unique amongst Cityworks business partners, Timmons Group has a formalized Client Support program led by a dedicated Client Support Manager. Our Client Support Manager is singularly focused on ensuring our clients are capitalizing on their investment in Cityworks. The CSM will maintain regular communication with the District to ensure the software is functioning properly and goals are being met.

1
- Client submits support ticket via project website

2
- Timmons Group reviews, provides clarification, solves support ticket, or...
- Develops scope estimate, deliverables, and schedule and returns to client

3
- Support ticket is closed, or...
- Client reviews scope estimate, deliverables, and schedule; approves

4
- Timmons Group performs the service
- Support ticked can be tracked via project website

5
- Client reviews and approves deliverables acceptance
- Ticket closed

Once the implementation is completed, the Client Support Manager will become your primary point of contact for any support tasks that will arise. Key team members that were involved during your implementation will also stay involved ensuring the institutional knowledge gained during the implementation remains on board. Our support process is detailed in the diagram above.

OTHER CITYWORKS SERVICES

Task 10: Import CCTV Backlog Into Cityworks

Timmons Group will do the following:

- Develop a script to remove leading characters from the PipeID field in Access databases on PACP v6
- Verify import of records into Cityworks Test using the CCTV Import Tool
- Import all records from January 2010 to September 2021

District Responsibility – District will export data from existing CCTV system (Granite) and provide to TG in Access databases each encompassing one month of records from January 2010 – September 2021. District will assist Timmons Group in making decisions regarding data to be moved or errors encountered. District will assist TG in testing data within Cityworks Test environment to ensure records have migrated successfully.

Deliverables – CCTV data imported into Cityworks Production environment.

Assumptions – NapaSan will provide all data exports to TG within a thirty (30) day period.

Task 11: Collections Reports

Napa Sanitation has identified reports requirements to make modifications inside of Cityworks in need of attention:

- Modifications to existing reports
- Creation of new reports

District Responsibility – District will provide requirements for reports & modifications

Deliverables – TG staff will modify existing reports according to requirements from NapaSan staff.

Assumptions – Reports will be created and modified according to requirements already provided by the District. No additional changes will be made to reports outside of these requirements.

Task 12: Manhole Inspection Map

The goal of this task is to create a spatial view and map of manhole inspections using data stored in the Cityworks database. Data in the map will include inspection observations, and Timmons Group will coordinate with Napa County to display the data via webmap in Cityworks.

District Responsibility – Review inspections observation map in Cityworks and approve or provide comments.

Deliverables – Inspection observation map deployed in NapaSan's Production environment

Assumptions – Timmons Group will not make any other modifications to the Cityworks environment.

Task 13: PM Work Orders

The goal of this task is to migrate all PM work orders created in the legacy Hansen system into Cityworks to recreate existing work order schedules for planned maintenance within the next several years. After the migration is complete, PM work orders will be created automatically once the work order cycle has been established by the first activity. Timmons Group will coordinate with Napa Sanitation to verify the work orders have been migrated successfully into Cityworks and that the next activity in the schedule will be triggered automatically by the system.

District Responsibility – Review migrated work orders in Cityworks Production and approve or provide comments.

Deliverables – Migrated PM work orders from Hansen in NapaSan's Production environment.

Assumptions – Timmons Group will not make any other modifications to the Cityworks environment.

SCHEDULE AND FEE

PROPOSED DRAFT PROJECT SCHEDULE

Timmons Group has included a **draft** timeline below for development and deployment. The goal of the draft timeline is to provide the District with a **general timeline** of events and confidence that Timmons Group has and can deliver on this project. We would adjust the start date and duration of the project based upon contract execution and availability of both NapaSan and Timmons staff, as well as estimated level of effort for development tasks within each sprint.

- ➢ Estimated start date – 11/9/21 (pending execution)
- ➢ Estimated completion date – 3/1/21 (pending District availability)

41994-NapaSan_AMS_Implementation_20211108

	Task Name	Duration	Start	Finish	Predecessors	Assigned To
1	⊟ NapaSan Cityworks AMS Project: Phase 2 - Treatment	329d	11/08/21	03/01/23		
2	⊟ GIS Hierarchy	43d	11/08/21	01/21/22		
3	GIS Modifications – ID Fields	10d	11/08/21	11/23/21		Mike Sullivan
4	Restructure Treatment Plan Hierarchy within GIS	43d	11/08/21	01/21/22		Mike Sullivan
5	⊟ Other Cityworks Services	31d	11/08/21	01/04/22		
6	PM Work Order Migration	5d	11/08/21	11/16/21		Kyle Kojan
7	Collections Reports	15d	11/08/21	12/02/21		Sarah Sheldon
8	Manhole Inspection Map	10d	12/03/21	12/16/21	7	Mike Sullivan, Sarah Sheldon
9	Import CCTV Backlog Into Cityworks	20d	11/29/21	01/04/22		Greg Stephenson
10	⊟ Treatment Config & UAT	25d	01/04/22	02/08/22		
11	Reconfigure Cityworks for Updated Treatment Hierarchy	5d	01/04/22	01/10/22	4FS -13d	Sarah Sheldon
12	User Acceptance Testing	10d	01/11/22	01/25/22	11	Sarah Sheldon
13	Testing Review Meeting	0	01/25/22	01/25/22	12	Sarah Sheldon
14	UAT Remediation & Testing Sign-Off	10d	01/26/22	02/08/22	13	Sarah Sheldon
15	⊟ Training	20d	01/26/22	02/22/22		
16	Update Training Plan	1d	01/26/22	01/26/22	13	Lauren Sullivan
17	Training Prep	5d	02/09/22	02/15/22	14	Sarah Sheldon
18	Cityworks Training	5d	02/16/22	02/22/22	17	Sarah Sheldon
19	⊟ Go Live	22d	01/27/22	02/25/22		
20	Revise Go Live Checklist	2d	01/27/22	01/28/22	16	Lauren Sullivan
21	Cutover & Go-Live	3d	02/23/22	02/25/22	18	Kyle Kojan, Sarah Sheldon
22	Post Go-live Ad Hoc Support for both GIS & Cityworks Environments – 1 year	261d	02/28/22	03/01/23	21	Greg Stephenson

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PRICING SUMMARY

The following table outlines our total cost for the additional proposed Scope of Work.

Task ID	Task	Hours	Price	Comments
1	Restructure Treatment Plan Hierarchy within GIS	174	$26,100.00	Blended rate of $150/hr
2	GIS Modifications – ID Fields			
3	Reconfigure Cityworks for Updated Treatment Hierarchy	325	$43,875	Existing contract rates
4	User Acceptance Testing			
5	Testing Review Meeting			
6	UAT Remediation & Testing Sign-Off			
7	Cityworks Training			
8	Cutover & Go-Live; incl. MP2 final data migration, SCADA integration, Treatment move to Production			
9	Post Go-live Ad Hoc Support for both GIS & Cityworks Environments – 1 year	100	$15,000.00	Blended rate of $150/hr
10	Import CCTV Backlog Into Cityworks	60	$7,800.00	Existing contract rates
11	Collections Reports	36	$4,680.00	Existing contract rates
12	Manhole Inspection Map	34	$5,100.00	Blended rate of $150/hr
13	PM Work Order Migration	8	$1,040.00	
Total		737	NTE $ 103,595.00	

ASSUMPTIONS

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

1. Deliverable Acceptance

Deliverables will be tested by NapaSan within ten (10) business days of delivery. NapaSan will evaluate the documentation, and previously accepted related functionality, against the agreed upon acceptance criteria, to determine acceptance. If all or some of a task is not accepted, or if previously accepted functionality is newly impacted in a negative manner, the defect will be deferred to a future sprint.

2. Solution Deployment

Changes to NapaSan's hosted/target platform during task execution could result in additional deployment work not covered in this scope of work.

3.   **Additional Assumptions**

a) The outlined payment schedule may adjust if timing of start date, final UAT, holidays, or availability are modified during the project.

b) The Timmons team is responsible for all configuration and technical requirement testing, and will provide Project Manager, Business Analyst, GIS Solutions Architect and GIS Analyst resources throughout the duration of the project.

c) NapaSan is responsible for acceptance testing of all GIS and Cityworks functionality and will provide Project Manager and Subject Matter Expert resources.

d) NapaSan 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.

e) Timmons and NapaSan 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 District and Timmons.

f) The Timmons Project Manager and NapaSan Project Management teams will coordinate throughout the project on progress, managing expectations, removing impediments, and bridging communication.

g) NapaSan will use Timmons tools to track progress, development, and general communication.

h) The Timmons project teams will conduct demos unless otherwise specified.