

AGREEMENT TO FURNISH SOFTWARE SUPPORT SERVICES

This agreement to furnish software support services ("Agreement") is made and entered into this 14th day of December, 2012 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Microdesk ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform software support services (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Oracle Primavera Services Proposal," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Chris Diggs as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "A."
- 4.2 At any time during the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work which is determined necessary by City for the proper completion of the Services, but which the Parties did not

reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Work does not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Work may be agreed to by the Parties, by written amendment to this Agreement, executed by City's City Manager. Consultant shall not perform, nor be compensated for, Extra Work without such written authorization from City.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 City shall pay Consultant the sum of Twenty Six Thousand Three Hundred Twenty Five Dollars (\$26,325) as compensation for the Services.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, and a description of reimbursable expenses, if any. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice, provided the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.
- 5.3 All notices shall be given in writing by personal delivery or by United States mail. Notices sent by mail should be addressed as follows:

City

Chris Diggs
Deputy MUED Director
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Consultant

Luis Couoto
Vice President
330 7th Avenue. Floor 12
New York, NY 10001
Tel: 800-336-3375

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

- 6.2 **Workers Compensation and Employer's Liability.** Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "B," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 **Comprehensive General Liability Insurance.** Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 **Business Auto Liability Insurance.** Consultant shall secure and maintain business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured.
- 6.5 **Hold Harmless and Indemnification.** Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' negligent acts or omissions, or willful misconduct, in performing the Services.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;

- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) Adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 7.2 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

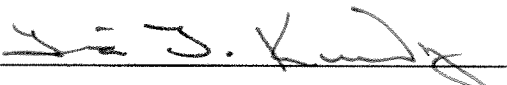
ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and should perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.4 Unless earlier terminated, as provided for herein, this Agreement shall terminate upon completion and acceptance of the Services by City. This Agreement may be terminated by City, in its sole discretion, by providing five (5) business days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.

- 8.5 Consultant shall maintain any and all books, ledgers, invoices, accounts and all other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

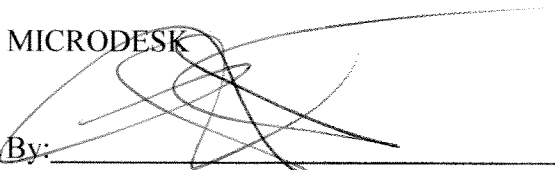
IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 

Tina T. Kundig, Finance Director

MICRODESK

By: 

Luis Couto, Vice President

Attest:


Sam Irwin, City Clerk

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Microdesk, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) 10 Tara Blvd City, state, and ZIP code Nashua, NH 03062 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
0	4	-	3	2	3	8	1	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date ▶

4/1/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

MICRO-1

OP ID: MP

DATE (MM/DD/YYYY)

11/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fitts Insurance - Union 40 Union Ave. Framingham, MA 01702 Timothy Fitts		Phone: 508-620-6200 Fax: 508-620-0227	CONTACT NAME: Maria Plaisted PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-620-0227 E-MAIL ADDRESS: mplaisted@fittsinsurance.com
INSURED Microdesk, Inc. 10 Tara Blvd Suite 420 Nashua, NH 03062		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co. INSURER B: Hartford Fire Insurance Co. INSURER C: Hartford Casualty Insurance Co. INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			08UUNHE3964	08/18/11	02/10/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			08UUNHE3964	08/18/11	02/10/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$			08RHUHE4077	08/18/11	02/10/13	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WELJ1612	02/10/12	02/10/13	WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			00TE026572411	08/18/11	02/10/13	Limit: 1,000,000 Ded: 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

With a written contract the City of Redlands/Risk Management is named as additional insured with respects to general liability subject to policy forms and conditions

CERTIFICATE HOLDER

CITYRED

City of Redlands/Risk
Management
PO Box 3005
Redlands, CA 92373

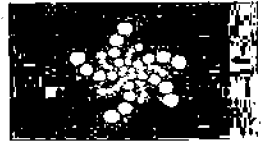
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

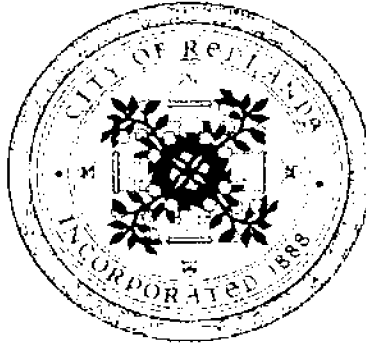
AUTHORIZED REPRESENTATIVE

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EXHIBIT "A"
SCOPE OF SERVICES



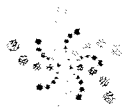
Municipal Utilities and Engineering department



Oracle Primavera Services Proposal

10/3/12(version 2)

BY



MICRODESK

ORACLE PARTNER

Overview

We are providing information to the City of Redlands in order to support their Primavera software needs of Primarily 1 product P6 Project Management schedule software. The City is currently running Oracle Primavera Contract Management version 13.0 (CM) and P6 Project Management version 7.0 (P6). This first determination that will be made is the state of the current environment as well as the potential benefits of moving to a later version. The City of Redlands is asking for a consultant to carry their staff forward to fully leverage Oracle Primavera P6. A preparing full implementation of the software is the desired result of this engagement. Therefore, City is looking for a well-qualified consultant to:

- Make recommendations and changes to develop and set-up P6 after an assessment of the current project structure for City's needs. Currently, the City's firewall protection prohibits outside communications with no intention for this to change in future.
- Produce project schedules, project summary as well as detailed reports for management.
- Provide detailed, and useful, hands-on training that will ensure the success of the implementation P6 moving forward.
- Balance business, end-user, and workflow perspectives to make sure the solutions developed are aligned with City's vision for success and improvement of project management efficiencies.
- Make determinations on what version and release of P6 we will be using

Projects are how business is done today—and we have been helping companies improve project performance for over 17 years. Microdesk covers the United States with more than 12 offices. As the top 3 reseller of Autodesk software and services and a top 5 reseller of Oracle Primavera we understand the foundation of client relationships and we build your path forward as a trusted partner who guides you by avoiding common pitfalls and capitalizing on expedience. We will get you where you want to go, successfully.

Our implementation engagements range from extremely short-term tactical project support to full-scale global rollouts with complex integration requirements that support thousands of unique stakeholders. Experts from your company and ours will synergize around the new technology and your business processes to create repeatable excellence in project delivery.

Our approach:

- ☑ Defines "Who", "What", "When", and "Why"
- ☑ Focuses on business needs
- ☑ Plans for future growth
- ☑ Maximizes return on investment
- ☑ Fosters client collaboration and ownership
- ☑ Ensures proper project documentation

Key Success Factors for Implementations:

- ☑ Exhibited Top-down commitment
 - ☑ Adherence to a reasonable, agreed upon plan of action
 - ☑ Defined, clearly communicated expectations
 - ☑ Accurate assessment and successful management of cultural impact
-

☒ Documented project and processes

☒ Focus on stakeholder satisfaction

Goals

☒ Create a best-practice driven system including upgraded documentation, trained users and working software

☒ Transfer the knowledge of maintaining, executing and growing the system to the core team

☒ Leave satisfied requirements and satisfied clients

Investment

With an Experienced Partner

Microdesk cost estimate ensures a quick return on investment for your new project system. Microdesk is committed to working in partnership with you to ensure your implementation engagement is managed at an optimum level and will seek to accelerate the implementation engagement when feasible. We will keep expenses at an agreed upon and reasonable level.

Using A Tested Methodology

The approach suggested in this document is tried and tested, but with you in mind. We often recommend a staggered approach as opposed to an "all-in" investment which can leave the organization reeling. Phases and levels of features will be carefully considered and scheduled so the timing is a gentle glide on a wave of quality rather than a tsunami of confusion. The destination is the same--a useable high-quality system of project delivery--but the acceptance, usage and success can be quite different. So we opt for quality, user acceptance, and high success rate.

Creating a Foundation for Growth

Deliverables are based upon the trusted Oracle Primavera Implementation Methodology and ensures the highest success rate when followed and adopted by client organizations seeking project results. We encourage a step-by-step approach that allows our clients to fully embrace the scalability and flexibility Oracle Primavera offers. Initial use will lay a foundation of excellence and your company can easily adapt and grow P6 to match the growth of your company or industry. Once the foundation is set, our clients easily build an enterprise high-quality Project Management system division by division, to achieve enterprise-wide results.

With Minimized Risks

The implementation engagement below is designed to ensure project success and to mitigate the risk associated with software implementations. We have not conducted a full discovery and have not yet ascertained your current PM maturity so assumptions are listed that an average implementation may face in terms of normal cultural issues related to change.

Ensuring Best Practice

Our approach uses your business standards in combination with the newest technology and industry best practices to ensure your projects are injected with efficiency and that you are able to continuously improve from that point forward. Our discovery process ensures the P6 system is fully integrated with your Project Management standards, and the documentation we provide ensures each user has a step-by-step user aid for every function they must perform in P6. These documents are the basis for our training which ensures focused, customized and clearly defined business processes for your project personnel. This hands-

on, applicable training has the highest retention and usage rate over generic basic training in the software. Proven statistically, our approach ensures each user knows exactly how to perform key functions in P6 which leads to consistent reporting, repeatable success and high adoption rates.

Microdesk Implementation Methodology

1. **Discovery:** Designed to understand your project management system in place today. This ensures we can optimize the strengths of your current system and overcome challenges you face today. We seek to minimize the risks that change can bring to your organization.
2. **Design:** Document requirements and provide feature-by-feature available options in each module of the Oracle Primavera system. This ensures the client understands available options and can be led to informed decisions on usage of features in the Oracle Primavera system.
3. **Configuration:** Our expertise in the Oracle Primavera feature-rich environment allows us to arrange the functional objects within P6 to operate closely with your current operating standards and build a foundation where the desired state can germinate and grow within your organization.
4. **Documentation:** The features and suggested usage are documented in a step-by-step user guide that is used for reference and for training. This ensures the best possible outcome from knowledge transfer. This step also ensures the repeatability and quality expected of your Project Teams. These documents are in MS Word format, so you can continue to add to them as you grow. The documents are an agreed upon approach to your P6 system.
5. **Pilot:** The new system is tested. User guides are used as test scripts to run a live project. The feedback from this testing allows your consultant to optimize the system for best results possible.
6. **Training.** The guides created in the documentation phase contain a mixture of your business standards, our expertise, and the best features the tool can offer to meet your requirements as quickly as possible. Studies show that this focused and immediately applicable hands-on training generates the best results and highest adoption/usage rate.
7. **Rollout:** With appropriate messaging, newly trained personnel and the rest of the organization are made aware of the new system and the value it brings to the organization. This ensures optimum Return on Investment is realized as the system becomes an integral way of doing business.

Implementation Scope of work and expectations

Step	Scope	Time in days	Microdesk Roles	Client Roles	Location	Deliverables
Install	*Development Environment • Install P6 & Components	2 ½ (estimated)	Senior Primavera consultant Technical Consultant	IT Web Admin Server Admin IT DBA	Remote installation	Web Services Installed Software installed DB created
Discovery P6	• Conduct Kickoff • Perform Data Gathering • Confirm Technical Environment • Determine Reporting Requirements • Develop Implementation Strategy	3(estimated)	Senior Primavera consultant	Primary User Representative (core team) Management Representative (core team) Finance Representative (two days) Projects Group Representative (core team) IT group Representative (only one day) Engineering Group Representative (core team)	All Onsite at Client	Kickoff presentation Implementation Strategy Doc Reporting requirements doc Installation summary-Dev

P6 enterprise Implementation						
Design	• Confirm High Level Functionality Requirements • Develop Data Structures • Design (2) two Primavera Software Reports • Determine Processes and Procedures Requirements	6(estimated)	Senior Primavera consultant	Primary User Representative (core team) Management Representative (core team) Projects Group Representative (core team) Engineering Group Representative (core team)	Offsite	Implementation Plan Marketing Plan Design Doc Data Structures Process Doc

	Finalize Design Document, Processes and Procedures					Procedures
Prototype	- Review Design Documentation - Develop Prototype Test Plan - Build Prototype Database - Develop Functional Test Scripts - Perform Functional Tests - Make Modifications to Documentation	5(estimated)	Senior Primavera consultant	Primary User Representative (core team) Management Representative (core team) Projects Group Representative (core team) Engineering Group Representative (core team)	Offsite	Test Plan Final Design Doc Test Scripts Rollout Plan-Draft
Pilot	- Develop Draft Pilot Plan - Form Pilot Group/Kick-Off - Pilot Plan Approval - Develop Configuration and Procedures Overview - Training Plan - Marketing Plan - Provide Pilot Team Training - Run Pilot	TBD	Senior Primavera consultant	Primary User Representative (core team) Management Representative (core team) Finance Representative 5 days Projects Group Representative (core team) IT group Representative 5 days Engineering Group Representative (core team)	Offsite	Rollout Plan-Final Training Plan Training Manuals Marketing events
Go Live	- Marketing Events - Promote to Production			Management Representative (core team) IT group Representative 5 days		
Rollout	- Training P6: - Training Admin: 1 day, 3 ppl ☐	3(estimated)	Senior Primavera consultant	Coordinator Policy representative	Onsite Onsite	Install summary-Prod Final Assessment Report

		19 ½ (estimated)				
		19 ½	\$1,350/Day	\$26,325.00		

*travel expenses are not included in the daily rate. A total daily rate can be negotiated for a lump sum cost. Travel expenses includes any airfare, lodging or transportation that is incurred. Both discovery and rollout(user training and admin training) will be done onsite. Travel expenses will not exceed \$3,200.00 for all of the travel needed.

Assumptions:

- ☒ Typically, three (2-3) weeks advance notice is required before start-up.
- ☒ Effort should be continuous
- ☒ CLIENT will sign off on required deliverables.
- ☒ Business Processes as they relate to managing projects exist and are available for review. Process and Procedure development will be limited to those needed for the tools.
- ☒ No Integration to other systems is included in the scope of this engagement unless specifically mentioned. (IE Sharepoint)
- ☒ The implementation will not address remote sites accessed via Citrix, Terminal Server, or any other remote control or remote access software.
- ☒ CLIENT will provide sufficient access to persons and information concerning required processes and facilities needed to complete this implementation.
- ☒ CLIENT will provide adequate workspace (cubicles, conference room, training room, visual aids, etc.) to provide for a normal work environment.
- ☒ Core team is empowered to make decisions that still require management review. Every effort must be made to make decisions expediently and to adhere to those decisions.
- ☒ All training will be performed at CLIENT PROVIDED facilities on CLIENT PROVIDED equipment. The instructor will provide his or her own equipment.
- ☒ Production of Training manuals will be at cost (in addition to costs listed).
- ☒ Senior management, Executives, Project Managers and other identified personnel will be available for necessary phases and other pertinent project interactions.
- ☒ If problems are encountered with the Primavera system applications, troubleshooting by on-site implementation consultants will be limited to defining and documenting the problem that will then be passed to Primavera customer support. The implementation consultant will then act as a liaison to Primavera customer support and the CLIENT in tracking the resolution.
- ☒ Microdesk will work with CLIENT Core Team to track and resolve issues.
- ☒ We assume that a PMO (or PMO like organization) exists.
- ☒ We assume the technical environment is configured according to Oracle Primavera recommended scale and supported architecture.
- ☒ Database server exists and a CLIENT provided DBA is present during installation
- ☒ Sharepoint environment is installed and working with expertise provided by CLIENT
- ☒ Specific nuances and obligations related to international travel are communicated to Microdesk and consideration in scheduling travelling consultants is given wherever possible. Microdesk will minimize travel to only necessary times and will minimize expenses whenever possible. Remote access to data may be necessary to ensure most reasonable expenses.

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION TO SOFTWARE SUPPORT SERVICES

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

Microdesk


By: _____

Luis Couto

12/17/2012

Date: