

**Kelly Cuthbertson,
dba Cuthbertson Project Management**

AGREEMENT FOR SERVICES # AGMT 07-1396

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Kelly Cuthbertson, doing business as Cuthbertson Project Management, a sole proprietorship duly qualified to conduct business in the State of California, whose principal place of business is 3672 19th Street, San Francisco, California 94110 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to provide software installation, configuration, implementation and support for the Primavera Enterprise Project Controls System for its Department of Transportation; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services/Project Schedule: Consultant agrees to furnish personnel and services necessary to install, configure, implement and support County's Primavera software system at the Tahoe Engineering Division offices located at 924-B Emerald Bay Road, South Lake Tahoe, California. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A hereto, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Schedule of Fees," incorporated herein and made by reference a part hereof.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or back-up documentation. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

The total amount of this Agreement shall not exceed \$60,000, inclusive of all expenses.

ARTICLE IV

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, notes, guides, programming, configurations, schedules, processes, applications, specifications, links, compilations and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that

in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality: All data and information relative to County operations, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement shall be treated by Consultant and Consultant's staff as confidential information and shall be protected by Consultant from unauthorized use and disclosure. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information without the express written permission of County's Contract Administrator.

Should Consultant receive any individually identifiable information regarding County employees, business associates, vendors or others, Consultant shall maintain the security and confidentiality of such information as required by applicable laws, regulations and policies.

Permission, granted by County, to disclose information on one occasion or at a public hearing held by County relating to this Agreement shall not authorize Consultant to further disclose such information or disseminate the same on any other occasions.

Consultant shall not comment publicly to the press or any media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from County's Board of Supervisors.

Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by County's Contract Administrator and receipt of the Contract Administrator's written permission.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
 Department Of Transportation
 924-B Emerald Bay Road
 South Lake Tahoe, California 96150

Attn.: Robert S. Slater,
 Deputy Director, Engineering
 Tahoe Engineering and West
 Slope Construction Division

With a Copy to:

County of El Dorado
 Department Of Transportation
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Tim C. Prudhel,
 Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Kelly Cuthbertson, dba
 Cuthbertson Project Management
 3672 19th Street
 San Francisco, California 94110

Attn.: Kelly Cuthbertson, President

or to such other location as Consultant directs.

ARTICLE XIII

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. If applicable, full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance, or equivalent insurance approved by County's Risk Management Division, of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage.

In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in

consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVII

California Residency (Form 590): All independent Consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XX

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in

El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, Deputy Director, Engineering, Tahoe Engineering and West Slope Construction Division, Department of Transportation, or successor.

ARTICLE XXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXIII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

By: _____
Robert S. Slater
Deputy Director, Engineering
Tahoe Engineering and West
Slope Construction Division

Dated: _____

Requesting Department Concurrence:

By: _____
Richard W. Shepard, P.E.
Director of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

**-- KELLY CUTHBERTSON, dba
CUTHBERTSON PROJECT MANAGEMENT --**

By: _____
Kelly Cuthbertson, individually and
doing business as Cuthbertson
Project Management
"Consultant"

Dated: _____

**Kelly Cuthbertson,
dba Cuthbertson Project Management**

Exhibit A

Scope of Work

**PRIMAVERA ENTERPRISE PROJECT CONTROLS SYSTEM: SOFTWARE
INSTALLATION, CONFIGURATION, IMPLEMENTATION, AND SUPPORT**

This Exhibit A, Scope of Work, identifies specific Items of Work to be performed under this Agreement by Consultant for County's Department of Transportation Tahoe Engineering Division.

For the purposes of this Agreement, references to County's Contract Administrator shall mean Robert S. Slater, Deputy Director, Engineering, Tahoe Engineering and West Slope Construction Division, Department of Transportation, or successor. References to "on site" shall mean the Tahoe Engineering Division's offices located at 924-B Emerald Bay Road, South Lake Tahoe, California.

Unless otherwise indicated below, Consultant shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to County's Contract Administrator. The Contract Administrator's address is 924-B Emerald Bay Road, South Lake Tahoe, CA 96150 and the email address is bslater@co.el-dorado.ca.us.

County's Contract Administrator will communicate with Consultant via phone and email to determine the date for the software installation and configuration and the date and time of each meeting referenced below.

Consultant warrants and represents that its services under this Agreement will be in full compliance with the terms and conditions of County's Primavera software licensing agreement(s) and with the terms and conditions of licensing agreements for any other hardware or software accessed by Consultant in the performance of this Agreement.

ITEM OF WORK 1 Project Controls Systems Support

The Project Controls System is the structured, collective result of the people, processes, and tools employed to plan, deliver, and analyze projects. Services provided will support both system installation and standardization; process modeling; troubleshooting Project Controls Administrators and user issues; and auditing of project schedules.

1.1 Progress Meetings and Reports

- Consultant shall attend four (4) progress meetings with County's Contract Administrator to discuss the progress of each Item of Work and to discuss the status of each deliverable. These meetings may be on site or by teleconference, as determined by County's Contract Administrator. Each meeting date and time will be communicated to Consultant by County's Contract Administrator via telephone and email. These four (4) progress meetings are independent of all other meetings referenced in the Items of Work below. Consultant shall take meeting notes at each meeting.
- Consultant shall create a separate progress report as each Item of Work is completed (for a total of four (4) progress reports); details shall include but are not limited to, what has been accomplished, areas of concern, and recommendations.

Deliverables: Consultant shall submit one (1) electronic copy of the meeting notes for each meeting in Microsoft Word format within five (5) working days of each progress meeting. Consultant shall submit one (1) electronic copy of each progress report in Microsoft Word format within five (5) working days of the completion of each Item of Work.

1.2 Software Installation, Configuration and Documentation

- Consultant shall spend two (2) eight (8) hour days on site to install and configure the following County-provided software: Primavera V5.0 and Primavera Contractor Deluxe 5.0. County's Contract Administrator will communicate with Consultant via phone and email to determine the specific dates for the software installation and configuration.
- Consultant shall document these software installations and user configurations into a Configuration Guide. The Configuration Guide shall include such elements as all primary, security, network settings, either standard with the programs or specific to County's requirements, any manufacturer documentation, troubleshooting recommendations, and any other information relevant to the installation and configuration of the software. The Configuration Guide shall be in Microsoft Word format to facilitate updates.

Deliverables: Consultant shall submit one (1) electronic copy of the Configuration Guide in Microsoft Word format within twenty (20) working days of software installation and configuration completion date.

1.3 User Support, Quality Assurance/Quality Control (QA/QC) Auditing Project Schedules, Troubleshooting, and Report Writing

- Consultant shall provide support to County in troubleshooting and making effective use of the software tools for the duration of the Agreement at frequencies to be determined by County's Contract Administrator.
- Consultant shall conduct five (5) Primavera QA/QC audit reports to confirm that schedules follow acceptable logic paths. One (1) audit shall be of the Project Delivery Process (PDP) template created below in Item of Work 1.4. Three (3) audits shall be of the complete County-supplied project schedules based on the PDP template. One (1) audit shall be of the Contractor's Schedule template created below in Item of Work 1.5. The date of QA/QC audit reports will be determined by County's Contract Administrator and Consultant and will be communicated to Consultant via email or telephone. Consultant shall document audit findings and action items/recommendations into separate Audit Reports for each audit.

Deliverables: Consultant shall submit one (1) electronic copy of each audit report in Microsoft Word format within five (5) working days of each audit.

1.4 Project Delivery and Control Processes

- Consultant shall assist Project Controls Administrators in importing the current PDP template activities previously developed by County in Microsoft Project into Primavera format and shall assist County in further defining the Primavera PDP template, the implementing methodologies and implementation issues. Once the PDP template is created and approved by County's Contract Administrator, Consultant shall work with County to input all project schedules into Primavera format using the PDP template created above. Consultant shall complete an updated activity summary report which will define all activities on the updated PDP template. County personnel will provide Consultant with the current activity list and activity definitions.
- Consultant shall complete a guide covering the following topics: import and export of project data to County's server, import and export of projects between the Primavera Enterprise SQL database and the Primavera Contractor scheduling application and managing the integration of County's DOT Time database.
- Consultant shall meet with County's Contract Administrator to present and explain the updated Primavera PDP and provide an understanding of the following elements of the Primavera Enterprise infrastructure: Users and Security; Admin Preferences and Categories; Organizational Breakdown Structure; Enterprise Breakdown Structure; Resources and Roles Dictionaries; Import/Export of project data; Job Services and Summarization; and managing the integration of County's DOT Time database, Calendars, and Cost Accounts. Consultant shall take meeting notes at the meeting.

- Consultant shall meet with County's Contract Administrator and County-identified Project Schedulers to present and explain the individual project schedules as developed within Primavera and provide a basic understanding of software functionality and navigation; basic scheduling terminology and techniques; resource and cost loading; project updating and basic reports utilizing the updated PDP template as developed above. Consultant shall take meeting notes at the meeting.
- Consultant shall meet with County's Contract Administrator and County-identified Project Schedulers to present and explain the techniques required to perform standard schedule analysis; troubleshooting; creating "what-if" scenarios; variance reporting; resource analysis; and an introduction to forecasting using Earned Value. Consultant shall take meeting notes at the meeting.

Deliverables: Consultant shall submit one (1) hard copy of the guide within twenty (20) working days of completing inputting all project schedules into Primavera format. Consultant shall submit one (1) electronic copy of the meeting notes in Microsoft Word format within five (5) working days of each meeting.

1.5 Contractor's Scheduling Specification

- Consultant shall assist Project Controls Administrators in the creation of a standard scheduling specification for inclusion in future County construction contracts and in creating a Contractor's Schedule template to be used by County's construction contractors in scheduling and reporting the contractor's project plan.
- Consultant shall meet with County's Contract Administrator and County-identified Project Controls Administrators to provide the process required to perform the evaluation of contractor's schedules, including but not limited to, comparing baseline schedules for performance measurement, identifying changes between update periods, viewing trends and working with the contractor to improve schedule quality. Consultant shall take meeting notes at the meeting.

Deliverables: Consultant shall submit one (1) electronic version of the Contractor's Schedule template within ten (10) working days of completion of this Item of Work. Consultant shall submit one (1) electronic copy of the meeting notes in Microsoft Word format within five (5) working days of the meeting.

ITEM OF WORK 2 Primavera System Integration

Primavera software applications are built upon industry standard SQL database standards. As such, they have the ability to import/export data with other

systems that adhere to the same standards. County's goal is to reduce redundancy in the entering of project and resource data and to enhance reporting capabilities through the incorporation of additional data systems into the project controls environment. County's Contract Administrator will communicate with Consultant via phone and email to determine the date for each meeting identified below in Item of Work 2.1.

2.1 Primavera System Integration Meetings

- Consultant shall spend a total of two (2) eight (8) hour days meeting on site with County and Tahoe Regional Planning Agency (TRPA) staff. The first meeting shall be with the Project Controls Administrators and County Department of Transportation Information Technology staff to identify the links to existing County data systems. The second meeting shall be with TRPA staff to identify the links to the existing TRPA Primavera database. Consultant shall take meeting notes at each meeting.

Deliverables: Consultant shall submit one (1) electronic copy of the meeting notes for each meeting in Microsoft Word format within five (5) working days of each meeting.

2.2 Linking to Additional Data Systems - Guide

- Based on the information gathered from the meetings identified above in Item of Work 2.1, Consultant shall create a Linking Guide for the integration of the new project controls applications with existing County resource and project systems, i.e., payroll and accounting. Consultant shall include a description in the Linking Guide detailing the linking process with County's DOT Time database and with the Primavera database, and shall make recommendations for additional applications to enhance the functionality of County systems.

Deliverables: Consultant shall submit one (1) hard copy and one (1) electronic copy of the Linking Guide within ten (10) working days of the last meeting identified above in Item of Work 2.1.

2.3 Linking to Additional Data Systems

- Consultant shall develop a working link within Primavera to County's DOT Time database and to the TRPA database based on the Linking Guide developed above in Item of Work 2.2.
- Consultant shall meet with County's Contract Administrator and County-identified Project Controls Administrators to demonstrate how to view scheduled tasks; status tasks with actual hours worked and record the

remaining effort required to complete the task. Consultant shall take meeting notes at each meeting.

Deliverables: Consultant shall submit one (1) electronic copy of the meeting notes for each meeting in Microsoft Word format within five (5) working days of each meeting.

ITEM OF WORK 3 Publishing Primavera Project Websites

- Consultant shall meet with County's Contract Administrator and County-identified Project Controls Administrators to present and explain the skills to design, create, and publish projects to County's Primavera-created website folders as well as incorporation with County's website. The emphasis of this meeting is on defining the information to be published and modifying the layouts and reports for optimal viewing within a browser. Consultant shall take meeting notes at the meeting.

Deliverables: Consultant shall submit one (1) electronic copy of the meeting notes in Microsoft Word format within five (5) working days of the meeting.

ITEM OF WORK 4 Working with Primavera Reports

- Consultant shall meet with County's Contract Administrator and County-identified Project Controls Administrators to present and explain the skills and methods used to create report standards and the definition and creation of effective layouts and tabular reports. Consultant shall take meeting notes at the meeting.
- Consultant shall assist County in the creation of an effective communications matrix, defining the content, format and frequency of project reports necessary to support project stakeholders.
- Consultant shall assist County in the design and creation of project report templates and necessary, unique coding structures.

Deliverables: Consultant shall submit one (1) electronic copy of the meeting notes in Microsoft Word format within five (5) working days of the meeting.

**Kelly Cuthbertson,
dba Cuthbertson Project Management**

EXHIBIT B

Schedule of Fees

Labor Rate*	\$146.46/hour
Travel and Mileage Expenses	Reimbursement for travel, per diem and mileage expenses shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the travel, per diem and mileage expenses are incurred.

*Labor Rate includes administration and overhead.