PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this the _____ day of May 2015, between the CITY OF STOCKTON, a municipal corporation ("City"), and **Strategic Products and Services, LLC** whose address is 300 Littleton Road, Parsippany, New Jersey 07054, and telephone number is 925-398-4400 ("Consultant or **ExtraTeam an SPS Company**").

RECITALS

A.   Consultant is qualified to and experienced in providing project management expertise, planning guidance, and configuration assistance to migrate from GroupWise to Exchange Online for the purposes specified in this Agreement.

B.   City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1.   **Consultant's Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2.   **City Assistance, Facilities, Equipment and Clerical Support**. Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3.   **Term**. This Agreement shall commence on the date written above and shall be considered complete when the Exchange Online Go-Live cutover has been completed and Project Closure Report has been approved.

4.   **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed $100,000.

a.   Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

be granted by City upon receiving a written request thirty (30) days in advance of said time limitation.

5. **Sufficiency of Consultant's Work**. All reports, drawings, designs, plan review comments, and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All reports, drawings, designs, plan review comments, documents and other products prepared by Consultant for the City in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all third party claims, and the losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of

whether the City has reviewed or approved the work or services which has given rise to the third party claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance**. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B and shall otherwise comply with the other provisions of Exhibit B.

13. **Notices**. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant:

Strategic Products and Services, LLC
300 Littleton Road
Parsippany, NJ 07054

To City:

IT Director
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

14. **Conformance to Applicable Laws**. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits**. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality**. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest**. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other

representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver**. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

21. **No Personal Liability**. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement**. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF STOCKTON   **ExtraTeam an SPS Company**

_____   By: _____
Kurt O. Wilson   Signature
City Manager

ATTEST: Peter Murley
                                                                           Contract Manager
_____
City Clerk

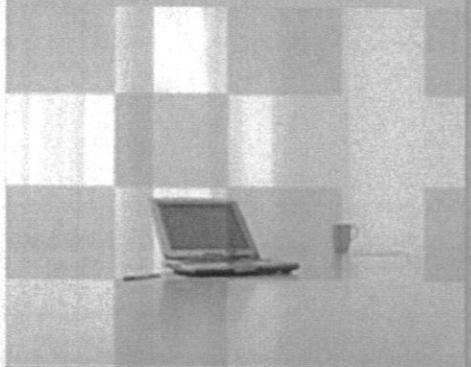APPROVED AS TO FORM: [*If Consultant is a corporation
                                                                   signature(s) must comply with
_____   Corporations Code §313.*]
City Attorney

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City of Stockton
Office 365 Exchange Online

a business proposal

extrateam

April 8, 2015

Introduction

The City of Stockton is currently operating its email system on Novell GroupWise version 8, released in 2008. In order to provide the best services to the citizens of Stockton, the IT Department would like to migrate the email system to Microsoft Exchange Online. The City of Stockton now seeks a partner to assist with the migration effort and deploy the latest version of Microsoft Office to replace GroupWise.

ExtraTeam is pleased to provide the following proposal for professional services to complete this deployment.

About ExtraTeam

We are Microsoft's "go to" partner when it comes to Office 365.

Why?

Because ExtraTeam's approach is to hire the best consulting talent in the world so that we can deliver solutions that meet the specific needs of our clients. Our consulting team of over 30 experts currently have 7 Microsoft Certified Solutions Masters and 4 Microsoft MVPs. These experts are customer-facing: our best people work directly with our customers to deliver successful business outcomes

ExtraTeam is a Microsoft partner with the Gold Communications and Gold Messaging competencies, backed by ExtraTeam engineers that hold the most elite Lync and Exchange certifications available:

Microsoft Partner
Gold Communications
Gold Messaging

Microsoft CERTIFIED
Solutions Master
Communication
Messaging

MVP
Microsoft
Most Valuable
Professional

- Gold Partner in Communications and Messaging
- Cloud Accelerate Partner
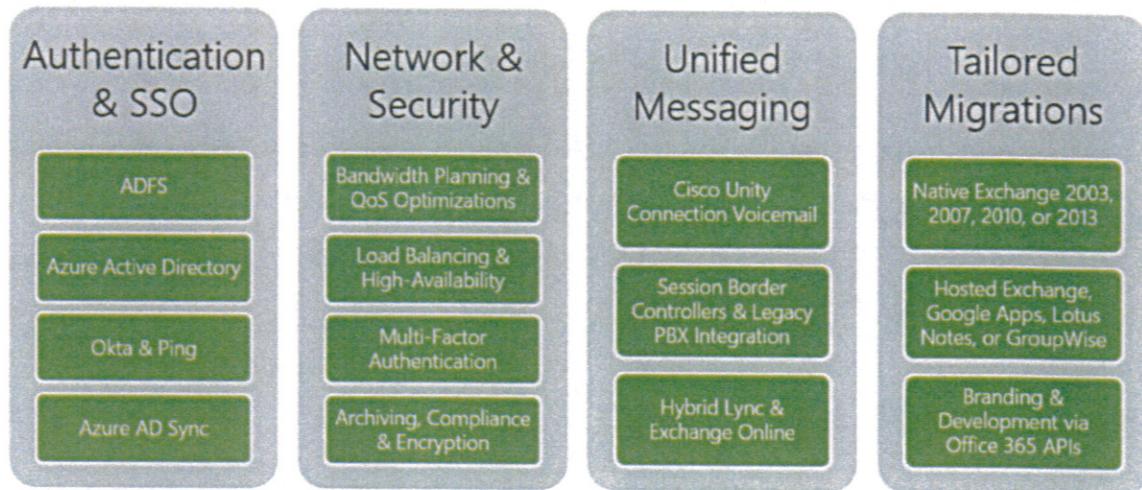- PSLP Premier Support Partner for Lync
- Azure Circle Partner

After years of helping dozens of large customers make the transition from on-premise to cloud, we have the practical knowledge to ensure your organization enjoys a smooth transition. Our focus is on end-user experience and organizational change management. All of our Office 365 projects include a detailed end-user communication plan and change management plan.

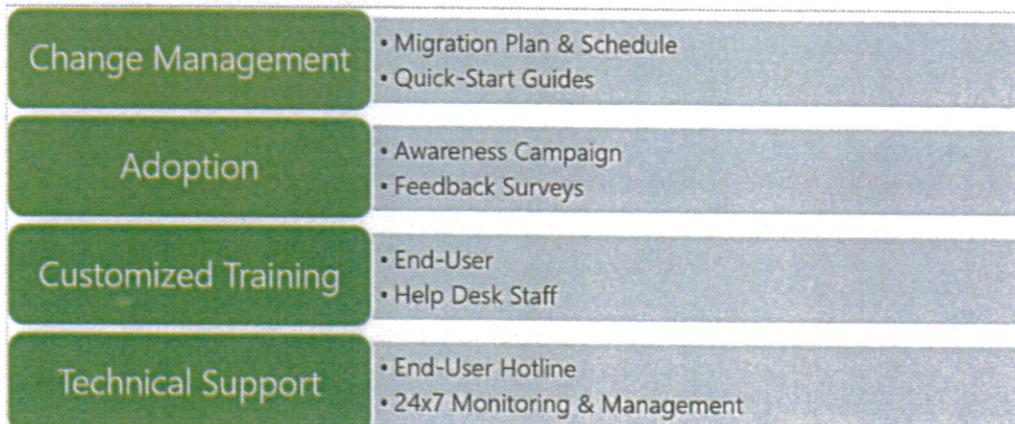Version: 14.0

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Meet Our Engineers

ExtraTeam's engineering staff includes Microsoft Certified Solution Masters (MCSM) and MVPs for both Lync and Exchange, former Microsoft developers, published authors, and renowned bloggers.

Our Technical Expertise

Authentication & SSO	Network & Security	Unified Messaging	Tailored Migrations
ADFS	Bandwidth Planning & QoS Optimizations	Cisco Unity Connection Voicemail	Native Exchange 2003, 2007, 2010, or 2013
Azure Active Directory	Load Balancing & High-Availability	Session Border Controllers & Legacy PBX Integration	Hosted Exchange, Google Apps, Lotus Notes, or GroupWise
Okta & Ping	Multi-Factor Authentication	Hybrid Lync & Exchange Online	Branding & Development via Office 365 APIs
Azure AD Sync	Archiving, Compliance & Encryption		

The User Experience Matters

Change Management	• Migration Plan & Schedule • Quick-Start Guides
Adoption	• Awareness Campaign • Feedback Surveys
Customized Training	• End-User • Help Desk Staff
Technical Support	• End-User Hotline • 24x7 Monitoring & Management

Meet Our Customers

Here are a few of ExtraTeam's Exchange Online customers:

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BioMarin

1500 users, Exchange Online and Unified Messaging
Custom development with Exchange Web Services API
Michael Casarez, Director of IT

(415) 506-3257
mcasarez@bmrn.com

University of California, San Francisco

Kraig Kluba, Manager Mail, AD, and Virtual Hosting
(415) 514-3199
Kraig.Kluba@ucsf.edu

OpenTable

Ray Geronimo, Manager of Technical Services
Office 365
(415) 344-4546
rgeronimo@opentable.com

Requirements Overview

The City of Stockton is seeking to replace GroupWise with Exchange Online.

City of Stockton has a single GroupWise 8 email system consisting of 1,300 user mailboxes, 900 resource mailboxes, 6 Terabytes of email, and 300 Gigabytes of Document Management information (document migration is outside the scope of this statement of work).

City of Stockton has not yet purchased the required licenses for Office 365 or a 3rd Party Migration Suite and is looking for ExtraTeam's guidance on license selection.

City of Stockton has decided that Office 365 Professional Plus (Outlook 2013, Word 2013, Excel 2013 and PowerPoint 2013) should be deployed to support this email migration. The City of Stockton has the expertise and software to perform the Office 2013 deployment.

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Project Proposal

ExtraTeam will assist City of Stockton by providing project management expertise, planning guidance, and configuration assistance to migrate from GroupWise to Exchange Online, and performing the cutover event.

Key features of this proposal include:

- Configure Exchange Online according to business needs and security standards
- Develop and deploy a communication and training strategy
- Perform a pilot and phased migration to Exchange Online
- Develop documentation and administrative guides to support onboarding, off boarding, retention, archiving and eDiscovery.

ExtraTeam will be responsible for the following tasks and deliverables associated with this project.

Phase 1: Plan

- Develop Project Plan and Schedule
- Conduct design and planning sessions covering the following topics, and document decisions:
  - Internal and external DNS name planning for Exchange Online
  - Network firewall requirements
  - Office 365 readiness check including User Principal Name validation
  - Compliance and Retention requirements
  - Anti-spam and malware protection
    - Customer will be responsible for exporting whitelist and blacklists from Cisco Ironport in CSV format. ExtraTeam can then import those into Exchange Online Protection rules.
  - MigrationWiz GroupWise requirements
  - Pilot Migration Plan
  - Plan for reducing the 6 Terabytes of email prior to migration
  - Cutover Planning
  - Migration Plan for:
    - MX/SPF Records
    - Mail Hygiene configuration
    - Email
    - Calendars
    - Contacts
    - Calendar Delegation
    - Resource Mailbox to Shared Mailbox Conversion
- Develop communication plan for end users

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- o Provide pre- and post- migration surveys for end users to assist in migration planning and project perception
- o Provide guidance on resources available from Microsoft for user training, including quickstart guides, videos, and user adoption tools
- o Provide end-user how-to guides for:
  - Purging old data prior to migration
  - Data that will be migrated and workarounds for data that will not be migrated
  - Step-by-step instructions on how to log into Outlook and Outlook Web Access
  - Configuring email on ActiveSync devices: iOS, Android, Windows Mobile
  - Recreating personal distribution groups, email rules, and signatures in OWA
  - Known issues
- Planning will be considered complete when the following deliverables have been accepted by City of Stockton:
  - Deliverable 1: High-level migration plan
  - Deliverable 2: Project Plan and Schedule
  - Deliverable 3: User Change Management Guides

Phase 2: Build

- Assist with Microsoft Office 365 Service Registration
- Configure Directory Synchronization and Single Sign-On
  - o Configure 1x Directory Synchronization Server
    - Configure Password Synchronization
- Perform DNS domain validation

  Note: Customer is responsible for configuring external DNS records for domain validation in Office 365. ExtraTeam will provide guidance.
- Install and configure up to 1x on-premises SMTP relay server
  - o Note: Customer is responsible for modifying all third-party software and hardware which delivers email.
- Configure Exchange Online
  - o Configure external mailflow
  - o Distribution Lists
  - o Calendar Delegation
  - o Resource Mailboxes
  - o Mail hygiene
  - o Licensing
- Configure MigrationWiz and GroupWise integration
  - o Enable SOAP Endpoint
  - o Pre-stage mailbox data for all users
- Provide recommendations on DNS TTL value change

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- The Build phase will be considered complete when the following deliverables are accepted by City of Stockton:
    - Deliverable 4: Approved Test Cases

Phase 3: Stabilize

- Validation and User Acceptance Testing
    - Confirm Outlook, OWA and Mobile Device connectivity
- ExtraTeam will provide 2 hours of administrator training. This training will be delivered via online meeting and will be recorded
- ExtraTeam will provide 2 hours of support desk training of common issues experienced on cutover day. This training will be delivered via online meeting and will be recorded.
- The Stabilize phase will be considered complete when the following deliverables are accepted by City of Stockton:
    - Deliverable 5: Admin Guide
    - Deliverable 6: Support Desk Guide

Phase 4: Deploy

- Exchange Online Go-Live Cutover (After-hours)
    - Update MX records to point to Exchange Online
    - Execute approved test cases
    - Execute delta pass with 3rd party software
- The project will be considered complete when the Exchange Online Go-Live cutover has been completed and Project Closure Report has been approved

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Deliverables

No.	Deliverable Name	Description	Phase
1	High-level migration plan	• Major design decisions • Test Plan and test cases • Migration change documentation and roll-back plan • Hardware and Software Requirements including 3rd party licensing	Plan
2	Project Plan and Schedule	• Describes the project tasks dependencies and timeline for a completion of milestones	Plan
3	User Change Management Guides	How-to guides for end users: ▪ Data that will be migrated and workarounds for data that will not be migrated ▪ Step-by-step instructions on how to log into Outlook and OWA ▪ Configuring email on ActiveSync devices: iOS, Android, Windows Mobile ▪ Recreating personal distribution groups, email rules, and signatures in OWA ▪ Known issues	Plan
4	Approved Test Cases	• ExtraTeam will provide results of executed test cases and request formal approval • Test cases to be executed will be included in deliverable 1:high level migration plan • Approval of migration plan will also indicate approval of the test cases to be executed	Build
5	Admin Guide	• List of administrative tasks for managing common Exchange tasks • Employee onboarding sample process	Stabilize
6	Support Desk Guide	• Recorded session or PowerPoint • Describes common scenarios and complaints encountered by end-users	Stabilize

Timeline

• ExtraTeam estimates that this engagement will last approximately four to six months, depending on availability of City of Stockton resources.

Project Management

ExtraTeam shall develop a project plan and supply a project manager. The ExtraTeam Project Manager shall work with the customer to manage the project timeline and all ExtraTeam resources. The

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ExtraTeam Project Manager shall be the single point of contact for all non-technical communications including changes in project scope, timelines, and deliverables. The ExtraTeam Project Manager will setup a secure SharePoint site hosted by ExtraTeam for all documentation relating to the project. The site will remain active and accessible by *City of Stockton* after the project completion. The ExtraTeam Project Manager is responsible for the following:

- Facilitate kickoff meeting and regular status meetings
- Provide agenda and meeting notes
- Document project plan
- Track customer and ExtraTeam project deliverables
- Schedule design meetings and facilitate architecture review and acceptance
- Schedule ExtraTeam engineering, training, and support resources
- Coordinate with third-party contractors, service providers, and vendors

Project Change Management

During the course of the project, City of Stockton may request significant feature or functionality changes that are beyond the scope of the original Statement of Work, and/or are not specified in the customer-approved Design Documentation. In the event that City of Stockton requests such a change, the ExtraTeam Project Coordinator will submit a Change Order for this request. No work will commence on the change until the Change Order is approved by both ExtraTeam and City of Stockton.

Project Completion

ExtraTeam will make commercially reasonable efforts to complete the activities described in the Project Proposal section as limited by the assumptions described in this document and the Customer's performance of responsibilities pursuant to the *Customer Responsibilities* section below.

City of Stockton will be responsible for acknowledging delivery of the project by signing a Project Acceptance document at the conclusion of this engagement. If ExtraTeam is not notified of any problems with the work within 5 business days of the completion of the engagement, the services delivered will be deemed accepted.

Customer Priority Support

ExtraTeam will provide **30 days of 24x7 support** for critical "system down" issues related to the technologies described in the *Project Proposal* section, starting the first day after go-live. ExtraTeam will provide this service at **no cost** to City of Stockton.

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Optional End User Support

Although a help desk for end user support was not a required element of this proposal, we do have end user technical support available. Upon request, we can quote pricing to provide direct end-user support for Exchange Online and Lync issues, including client-side troubleshooting and mobile device setup.

Optional End-User Support Service:

- Hours: 5:30 AM PST to 5:30 PM PST
- Cases can be opened via toll free number
- Answer time average < 30 seconds
- Weekends and Holidays Excluded
- Monthly reporting on call types, frequency, etc.

Assumptions

This proposal assumes the following:

- This effort assumes that there will be up to 44 migration days with 100 users per day.
  - This assumes that the end users will be asked to purge old emails so that the 6 Terabytes of email will be significantly reduced prior to migration of data.
- Groupwise functions as document management system with over 300 Gigabytes of documents that need to be migrated to another system. This effort is outside of the scope of this proposal and will be the responsibility of the City of Stockton.
- All work will be scheduled in advance.
- ExtraTeam will not be held responsible or liable for City of Stockton security breaches that occur outside of our control. This includes, but is not limited to, application vulnerabilities, malicious activity, or attacks on City of Stockton network.
- For the migration configuration, the SMTP communication between Exchange Online and the on-premises email system will be configured directly and will bypass IronPort for the purposes of streamlining the migration.
- ExtraTeam recommends a minimum internet bandwidth of 100 Mbps to support the migration traffic.

Out of Scope

The following are assumed to be out of scope but can be added with an approved change request.
- Active Directory Federation Services Deployment
- Information Rights Management
- Multifactor authentication
- Unified Messaging

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- Licensing
- Desktop level configuration changes and software deployments by ExtraTeam engineers. This includes software client installations, GPO, and registry settings
- Troubleshooting issues related to the deployments of Active Directory, Novell, or GroupWise
- Translation of Cisco IronPort rules beyond whitelists and blacklists to Exchange Online Protection\

3rd Party Migration Software Limitations

When migrating from GroupWise to Exchange Online, the 3rd party migration software used has certain limitations that the City of Stockton should be aware of and are described here:

- Custom address lists and anything beyond Email, Contacts and Calendars will not be migrated to Exchange Online.
- Cross-premise functionality such as calendar sharing and free/busy will not be available
- Calendar notifications (invitations, cancellations) and acceptance status (accepted, declined) cannot be migrated from GroupWise.
- GroupWise archives will not be migrated to Exchange Online

Customer Sites

ExtraTeam will deliver engineering services for this project via remote access, such as secure VPN.

Customer Responsibilities

City of Stockton or its designated partners shall perform the following:

- City of Stockton will deploy Office 365 Professional Plus to all workstations using its own in-house tools and resources without the assistance of ExtraTeam.
- City of Stockton employees will configure all SmartPhones and Tablets without the assistance of ExtraTeam.
- City of Stockton will purchase the required Office 365 licenses required for this migration. The cost of Office 365 licenses are not included in this proposal.
- City of Stockton will provide all business and technical requirements prior to delivery of design summary documentation.
- City of Stockton is responsible for execution of network changes including, but not limited to, firewalls, switches, routers, and load balancers.
- City of Stockton will delegate administrative access of Office 365 to ExtraTeam.
- City of Stockton will provide information regarding distribution lists, shared mailboxes, resource mailboxes, and calendar delegation to ExtraTeam.
- City of Stockton is responsible for making all private and public DNS changes.
- City of Stockton is responsible for delivering all communication to end users.

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- City of Stockton may need to modify user's sign-in names to be compatible with Office 365 formatting. Office 365 requires that the user principal name be a publicly owned domain name such as username@extrateam.com.
- City of Stockton will designate a person to whom ExtraTeam can address all communications and who has the authority to act on all aspects of the Services. Such person shall be identified as the Customer Project Manager.
- City of Stockton will designate a back up to the primary Customer Project Manager who has the same authority when the primary Customer Project Manager is not available.
- City of Stockton will provide ExtraTeam with remote access to networks and systems associated with this project using VPN or other technologies agreed upon by both parties. This project assumes that configuration tasks performed by ExtraTeam are conducted independently and not through screen sharing sessions, but instead via direct VPN access.
- City of Stockton will provide full administrative-level account access privileges when recommended or required by vendor documentation for all devices and domains directly related to the project. Any additional costs incurred by City of Stockton or ExtraTeam as a result of delays or inability to provide such access will be the sole responsibility of City of Stockton.
- If requested, City of Stockton will provide comprehensive documentation for existing network and system deployments not installed or maintained by ExtraTeam, including physical and logical schematics, prior to service commencement.
- Unless otherwise agreed to by the parties, City of Stockton will respond within two business days of ExtraTeam's request for documentation or information needed for the project.
- Delays caused by the lack of site readiness or the Customer's failure to meet any responsibilities specified in this Statement of Work shall be billed at ExtraTeam time-and-materials rates, including travel and other expenses. Any additional costs incurred by City of Stockton as a result of delays shall be the sole responsibility of City of Stockton.
- Once a project timeline is agreed upon by both parties, City of Stockton will provide ExtraTeam with written advanced notice of schedule changes. Unless otherwise agreed to by both parties, failure to notify ExtraTeam of schedule changes in writing (email, fax, etc) within 2 business days will result in a project change order. Delays necessitated by City of Stockton totaling more than 30 business days may result in a project change order.

Microsoft Funding

City of Stockton acknowledges and agrees that the Microsoft funding included in this proposal is contingent upon City of Stockton deploying 15% of the 1,300 G3 licenses within the timeframe requirements of the Microsoft Adoption offer. If City of Stockton does not comply with this requirement, ExtraTeam will invoice City of Stockton for the amount of Microsoft funding listed below.

City of Stockton acknowledges that it is responsible for understanding the requirements of the Microsoft Adoption offer. https://deploy.office.com/adoption-offer

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Professional Services Pricing

Phase 1: Plan	$16,000
Phase 2: Build	$10,000
Phase 3: Stabilize	$10,000
Phase 4: Deploy	$25,800
Project Management Services	$16,000
Microsoft Funding – O365	($16,500)
Priority Support	Included
Project Total	**$ 77,800**

Licensing costs are not included in this proposal. For budgetary purposes, 3rd party migration software licensing for 2,200 mailboxes is estimated at $12 per mailbox ($26,400). A related quote will be provided separately.

ExtraTeam is proposing this project on a fixed-cost basis with the project price listed above. This quote for professional services is valid for 30 days.

Invoices and Project Milestones

This project will be invoiced according to the following milestones:

Milestone 1:	25% upon acceptance of the SoW
Milestone 2:	25% upon completion of Phase 1
Milestone 3:	25% upon completion of Phases 2 and 3
Milestone 4:	25% upon completion of Phase 4

Terms are net due upon receipt. City of Stockton will have access to ExtraTeam's secure customer portal in order to review progress and documentation related to the project.

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Please note that the above cost may be exceeded if out-of-scope work is performed. Out-of-scope work is considered to be any work not specified in this Statement of Work. Out-of-scope work will not be performed unless requested and approved by the customer and documented through a formal change order process.

Summary

ExtraTeam sincerely appreciates the opportunity to work with City of Stockton. Our technical expertise, proven track record, and our unwavering commitment to customer success will ensure we meet and exceed your expectations in all areas.

Acceptance

If the terms of this engagement are acceptable to City of Stockton, please initial all pages, sign below, and email this document along with a company purchase order to orders@extrateam.com. Alternatively, you may fax the documents to (925) 398-4450.

_____

Name/Title   Date

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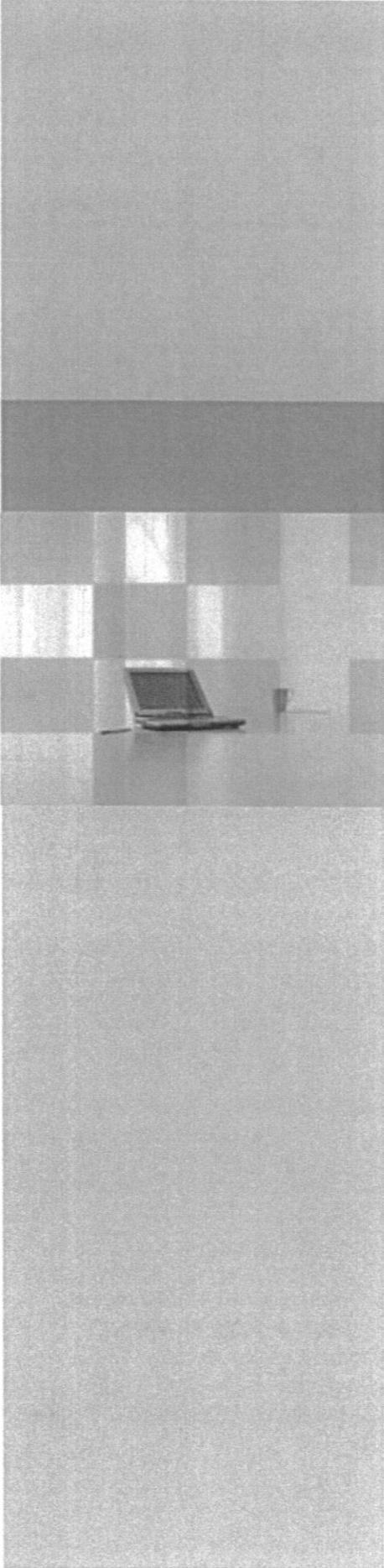
ABOUT EXTRATEAM

WE DON'T USE THE WORD "TEAM" LIGHTLY

Let's face it, the team concept is often spoken and seldom executed. Not here. We honor your vision with our experience – from planning through support. The result is a successful outcome worthy of the word "team."

(YOUR) EXTRATEAM

We live to serve. You. It's no wonder we're excited. There has never been a greater time to bring the powerful gift of advanced technologies to the world at large. They move the universes of business, culture and humanity forward. Which is exactly why we feel honored to be a critical part of this reality. Day to day. Project to project. Success to success.

Exhibit B:
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $1,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed

by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton**.

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.