

MASTER SERVICES AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of October 26,  
4 2017, for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on October 17, 2017, by and between ARCADIS  
6 U.S., INC, a Delaware corporation ("Arcadis"), with a place of business at 630 Plaza Drive,  
7 Suite 200, Highlands Ranch, CO 80129, and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, City issued Request for Proposals ("RFP") No. PW16-177 in  
10 August 2016 incorporated by this reference, as if fully attached hereto, and on September  
11 14, 2016, Arcadis submitted a response incorporated by this reference, as if fully attached  
12 hereto; and

13 WHEREAS, City requires specialized services to be performed in connection  
14 with the provision of Orion Project Portfolio Management ("Orion PPM") Software as a  
15 Service ("SaaS Services" or "Project"); and

16 WHEREAS, City has selected Arcadis in accordance with City's  
17 administrative procedures and City has determined that Arcadis and its employees are  
18 qualified, licensed, if so required, and experienced in performing these specialized  
19 services; and

20 WHEREAS, City desires to have Arcadis perform these specialized services,  
21 and Arcadis is willing and able to do so on the terms and conditions in this Agreement;

22 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
23 conditions in this Agreement, the parties agree as follows:

24 1. DEFINITIONS.

25 A. "Agreement" means this Master Agreement, including Exhibit  
26 "C" entitled Subscription Service Agreement (as may be updated by mutual written  
27 agreement between the parties), any exhibits or attachments hereto, and any fully  
28 executed Task Order Form.

1 B. "Arcadis Employee" means employees, consultants, contingent  
2 workers, independent Arcadis, and retirees of Arcadis.

3 C. "Authorized Parties" means City Employees and third-party  
4 providers authorized to access or receive City Data by City (i) in writing, (ii) through  
5 the Service's security designation, or (iii) by system integration or other data  
6 exchange process.

7 D. "Business Hours" means hours between 7:00 a.m. and 7:00  
8 p.m., PT, Monday through Friday, excluding City Holidays.

9 E. "Business Day" means 7:00 a.m. through 7:00 p.m., PT,  
10 Monday through Friday, excluding Client Holidays.

11 F. "City Holidays" means New Year's Day; Martin Luther King, Jr.  
12 Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Thanksgiving  
13 Day; day after Thanksgiving; and Christmas Day.

14 G. "Competitor" means any entity that may be reasonably  
15 construed as offering competitive functionality or services to those offered by  
16 Arcadis.

17 H. "City Data" means all electronic, oral, and written information  
18 and data supplied by City or Authorized Parties to Arcadis or the Service.

19 I. "City Input" means suggestions, enhancement requests,  
20 recommendations or other feedback provided by City or City Employees and  
21 Authorized Parties relating to the operation or functionality of the Service, excluding  
22 City Data.

23 J. "City Employee" means employees, consultants, independent  
24 contractors, and retirees of City whose active business record(s) are or may be  
25 managed by the Service and for which a subscription to the Service has been  
26 purchased pursuant to an Order Form.

27 K. "Confidential Information" means (a) any software utilized by  
28 Arcadis in the provision of the Service and its respective source code; (b) City Data;

1 (c) each party's business or technical information, including but not limited to the  
2 Documentation, training materials, any information relating to software plans,  
3 designs, costs, prices and, finances, marketing plans, business opportunities,  
4 personnel, research, development or know-how that is designated by the disclosing  
5 party as "confidential" or "proprietary" or the receiving party knows or should  
6 reasonably know is confidential or proprietary; and (d) the terms, conditions and  
7 pricing of this Agreement (but not its existence or parties).

8 L. "Critical Transactions" are those that satisfy one or many of the  
9 following criteria: 1) transactions without which the business could not operate for  
10 more than five (5) Business Days or would suffer a significant loss of productivity;  
11 2) transactions which are used daily by more than twenty-five percent (25%) of end-  
12 users.

13 M. "Documentation" means Arcadis' electronic and hardcopy user  
14 guide for the Service, which may be updated by Arcadis from time to time.

15 N. "Improvements" means all improvements, updates,  
16 enhancements, error corrections, bug fixes, release notes, upgrades and changes  
17 to the Service and Documentation, as developed by Arcadis and made generally  
18 available for Production use without a separate charge to City.

19 O. "Initial Term" means the non-cancelable initial term defined in  
20 the first Order Form executed hereunder that exists prior to any extension of such  
21 term.

22 P. "Intellectual Property Rights" means any and all common law,  
23 statutory and other industrial property rights and intellectual property rights,  
24 including copyrights, trademarks, trade secrets, patents and other proprietary rights  
25 issued, honored or enforceable under any applicable laws anywhere in the world,  
26 and all moral rights related thereto.

27 Q. "Law" means any local, state, national and/or foreign law,  
28 treaties, and/or regulations applicable to a respective party.

1 R. "Malicious Code" means viruses, worms, time bombs, Trojan  
2 horses and other malicious code, files, scripts, agents or programs.

3 S. "Non-critical Transactions" are all transactions not defined as  
4 Critical Transactions.

5 T. "Production" means the City's or City Employee's use of or  
6 Arcadis' written verification of the availability of the Service (i) to administer  
7 Employees; (ii) to generate data for City's books/records; or (iii) in any decision  
8 support capacity.

9 U. "Response Time Threshold" is the total time measured from the  
10 instant at which a request for a transaction to be processed is requested to the  
11 instant at which the results of the transaction are displayed to the end user,  
12 performed using an intranet connection within Arcadis data center facility, measured  
13 between 10:00 a.m. and 11:00 a.m. during working days. Example:

| Transaction Type                     | Response Time Threshold |
|--------------------------------------|-------------------------|
| Critical Transactions                |                         |
| Document Management                  | 2 sec                   |
| Workflow                             | 2 sec                   |
| List Pages (under 50 items)          | 2 sec                   |
| Data Entry Pages                     | 2 sec                   |
| Non-critical Transactions            |                         |
| Login and User Security Settings     | 5 sec                   |
| Program Dashboard                    | 5 sec                   |
| Project Management Dashboard         | 5 sec                   |
| List Pages (greater than 50 records) | 5 sec                   |
| Search                               | 5 sec                   |

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18 V. "Service" means Arcadis' software-as-a-service applications as  
19 described in the Documentation and subscribed to under an Order Form.

20 W. "SLA" means Arcadis Subscription Service Agreement (as  
21 detailed in Exhibit "C").

22 X. "Task Order Form" means the separate ordering documents  
23 under which City subscribes to Arcadis Service pursuant to this Agreement that  
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1 have been fully executed by the parties.

2 2. SCOPE OF WORK OR SERVICES.

3 A. Implementation Work. Arcadis shall provide implementation  
4 services as specified in the attached Statement of Work in Exhibit "A", and City shall  
5 pay for these services in the manner described below, in a total amount not to  
6 exceed Five Hundred Sixty-One Thousand Five Hundred Sixty-One Dollars  
7 (\$561,561), and the Subscription Service Agreement in an annual amount not to  
8 exceed Ninety Thousand Dollars (\$90,000), at the rates or charges shown in Exhibit  
9 "B".

10 B. Provision of Software as a Service. Arcadis shall provide  
11 access to Orion PPM as a service to the City as specified in the attached  
12 Subscription Service Agreement in Exhibit "C".

13 C. Expansion/New Statements of Work. This Agreement  
14 describes the process by which the City may engage Arcadis to perform  
15 professional services that consist of future Orion PPM user/technical support,  
16 system configuration/customization, and/or system integration work. City may  
17 request additional services to be provided via the issuance of Task Orders.

18 3. TASK ORDER PROCESS.

19 A. Task Order(s) will be used to authorize the initiation of any work  
20 defined in a Statement of Work ("SOW") under this Agreement. Work shall not begin  
21 on any SOW until a formal signed Task Order is issued by the City's designated  
22 buyer for this Agreement ("Buyer," "City Purchasing Buyer" or "City Buyer"). Each  
23 SOW or Statement of Services ("SOS") will describe the work to be performed or  
24 the Services to be provided, the expected schedule for performance, the amounts  
25 that the City will pay for those work, and any other relevant information. This  
26 Agreement does not obligate either party to enter into any SOW. To be valid, SOWs  
27 must be approved in writing by Arcadis and the City Project Manager for that SOW.  
28 No other City employee is authorized to execute a SOW. Buyer will ensure the

1 change or new work meets the following criteria collectively: (a) it could not be  
2 separately bid, and (b) the change is for a reasonable purpose, and if the change  
3 does not vary the essential identity or main purpose of the Agreement. Buyer shall  
4 make this determination, and may make exceptions for immaterial changes,  
5 emergency or sole source conditions, or for other situations as required in the  
6 opinion of Buyer.

7 B. Each Task Order and corresponding SOW or SOS shall be  
8 subject to all of the terms and conditions of this Agreement, and incorporated into  
9 this Agreement by this reference.

10 C. Any additions, deletions or modification to the work authorized  
11 by a Task Order and specified in the corresponding SOW will be managed in  
12 accordance with the Change Procedures as set forth in the corresponding SOW.

13 4. CHANGES.

14 A. Agreement Amendment. This Agreement shall not be changed  
15 except by written amendment executed by both parties. Once the Agreement  
16 Amendment is executed by the City Purchasing Buyer and Arcadis, the City Buyer  
17 may issue a Task Order which shall authorize start of work.

18 B. Change Orders. If a change to a SOW is required, the City's  
19 designated Project Manager and Arcadis may agree on a Change Order as  
20 described in the SOW, which may add, delete or modify any part of any SOW. To  
21 initiate a Change Order, a party will give the other party notice of such change within  
22 the time period specified in the applicable SOW. Within seven (7) days after the  
23 date of such notice, Arcadis shall, if in agreement with such change (if proposed by  
24 the City), deliver to the City Project Manager an amended SOW reflecting the  
25 change in description, schedule and/or dollar amount due using the unit prices as  
26 proposed for the specific SOW in Arcadis' proposal, subject to an equitable  
27 adjustment for work scheduled and can't be unscheduled or performed prior to  
28 receipt of the change notice and other factors reasonably affecting Arcadis' cost or

1 time of performance. Such Change Order will be effective upon signature by both  
2 parties.

3 5. PAYMENT/PAYMENT PROCEDURES.

4 A. Arcadis agrees to perform all the work set forth in a Statement  
5 of Work and Subscription Service Agreement within the "not-to-exceed" amount set  
6 forth therein. Payment for work performed and/or services rendered under the  
7 Statement of Work and Subscription Service Agreement including all labor,  
8 supplies, materials, equipment, travel, equipment or use thereof, and for all other  
9 expenses incidentals necessary to complete the work according to the Schedule of  
10 Performance described therein.

11 B. Arcadis will be paid for completed work and/or services  
12 rendered under this Agreement accepted in accordance with the acceptance  
13 process set forth in the SOW up to the maximum amount stated therein. Payment  
14 of any amounts due under this Agreement shall not relieve Arcadis of the obligation  
15 to perform all the work set forth in the SOW in a satisfactory manner.

16 C. City's obligation to pay the sum stated above for any one fiscal  
17 year shall be contingent upon the City Council of the City appropriating the  
18 necessary funds for such payment by the City in each fiscal year during the term of  
19 this Agreement. For the purposes of this Section, a fiscal year commences on  
20 October 1 of the year and continues through September 30 of the following year. In  
21 the event that the City Council of the City fails to appropriate the necessary funds  
22 for any fiscal year, then, and in that event, the Agreement will terminate at no  
23 additional cost or obligation to the City.

24 D. Arcadis may select the time and place of performance for these  
25 services; provided, however, that access to City documents, records and the like, if  
26 needed by Arcadis, shall be available only during City's normal business hours.

27 E. Arcadis has requested to receive regular payments. All fees  
28 due hereunder (except fees subject to good faith dispute) shall be due and payable

1 within thirty (30) days of invoice date. City shall pay Arcadis in due course of  
2 payments following receipt from Arcadis and approval by City of invoices showing  
3 the services or task performed, the time expended (if billing is hourly), deliverables  
4 made and accepted by the City, and the name of the Project. Arcadis shall certify  
5 on the invoices that Arcadis has performed the services in full conformance with this  
6 Agreement and is entitled to receive payment. Each invoice shall be accompanied  
7 by a progress report indicating the progress to date of services performed and  
8 covered by the invoice, including a brief statement of any Project problems and  
9 potential causes of delay in performance, and listing those services that are  
10 projected for performance by Arcadis during the next invoice cycle. Where billing is  
11 done and payment is made on an hourly basis, the parties acknowledge that this  
12 arrangement is either customary practice for Arcadis' profession, industry or  
13 business, or is necessary to satisfy audit and legal requirements which may arise  
14 due to the fact that City is a municipality.

15 F. Arcadis represents that Arcadis has obtained all necessary  
16 information on conditions and circumstances that may affect its performance and  
17 has conducted site visits, if necessary.

18 G. CAUTION: Arcadis shall not begin work until this Agreement  
19 has been signed by both parties and until Arcadis' evidence of insurance has been  
20 delivered to and approved by City.

21 6. TERM. The term of this Agreement shall commence at midnight on  
22 December 1, 2017, and shall terminate at 11:59 p.m. on November 30, 2019, unless  
23 sooner terminated as provided in this Agreement, or unless the services or the Project is  
24 completed sooner. The parties have the option to extend the term two (2) additional one-  
25 year periods, at the discretion of the City Manager.

26 7. COORDINATION AND ORGANIZATION.

27 A. Arcadis shall coordinate its performance with City's  
28 representative, if any, named in Exhibit "D", attached to this Agreement and



1 incorporated by this reference. Arcadis shall advise and inform City's representative  
2 of the work in progress on the Project in sufficient detail so as to assist City's  
3 representative in making presentations and in holding meetings on the Project. City  
4 shall furnish to Arcadis information or materials, if any, described in Exhibit "E",  
5 attached to this Agreement and incorporated by this reference, and shall perform  
6 any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to City  
8 for entering this Agreement was and is the reputation and skill of Arcadis' key  
9 employee, named in Exhibit "F", attached to this Agreement and incorporated by  
10 this reference. City shall have the right to approve any person proposed by Arcadis  
11 to replace that key employee.

12 8. INDEPENDENT CONTRACTOR. In performing its services, Arcadis  
13 is and shall act as an independent contractor and not an employee, representative or agent  
14 of City. Arcadis shall have control of Arcadis' work and the manner in which it is performed.  
15 Arcadis shall be free to contract for similar services to be performed for others during this  
16 Agreement; provided, however, that Arcadis acts in accordance with Section 9 and Section  
17 11 of this Agreement. Arcadis acknowledges and agrees that (a) City will not withhold  
18 taxes of any kind from Arcadis' compensation; (b) City will not secure workers'  
19 compensation or pay unemployment insurance to, for or on Arcadis' behalf; and (c) City  
20 will not provide and Arcadis is not entitled to any of the usual and customary rights, benefits  
21 or privileges of City employees. Arcadis expressly warrants that neither Arcadis nor any  
22 of Arcadis' employees or agents shall represent themselves to be employees or agents of  
23 City.

24 9. INSURANCE.

25 A. As a condition precedent to the effectiveness of this  
26 Agreement, Arcadis shall procure and maintain, at Arcadis' expense for the duration  
27 of this Agreement, from insurance companies that are admitted to write insurance  
28 in California and have ratings of or equivalent to A:V by A.M. Best Company or from

1 authorized non-admitted insurance companies subject to Section 1763 of the  
2 California Insurance Code and that have ratings of or equivalent to A:VIII by A.M.  
3 Best Company, the following insurance:

4 i. Commercial general liability insurance (equivalent in  
5 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
6 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
7 This coverage shall include but not be limited to broad form contractual  
8 liability, cross liability, independent Arcadis liability, and products and  
9 completed operations liability. City, its boards and commissions, and their  
10 officials, employees and agents shall be named as additional insureds by  
11 endorsement (on City's endorsement form or on an endorsement equivalent  
12 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
13 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
14 and this insurance shall contain no special limitations on the scope of  
15 protection given to City, its boards and commissions, and their officials,  
16 employees and agents. This policy shall be endorsed to state that the insurer  
17 waives its right of subrogation against City, its boards and commissions, and  
18 their officials, employees and agents.

19 ii. Workers' Compensation insurance as required by the  
20 California Labor Code and employer's liability insurance in an amount not  
21 less than \$1,000,000. This policy shall be endorsed to state that the insurer  
22 waives its right of subrogation against City, its boards and commissions, and  
23 their officials, employees and agents.

24 iii. Professional liability or errors and omissions insurance  
25 in an amount not less than \$1,000,000 per claim.

26 iv. Commercial automobile liability insurance (equivalent in  
27 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
28 an amount not less than \$500,000 combined single limit per accident.

1           B. Any self-insurance program, self-insured retention, or  
2 deductible must be separately approved in writing by City's Risk Manager or  
3 designee and shall protect City, its officials, employees and agents in the same  
4 manner and to the same extent as they would have been protected had the policy  
5 or policies not contained retention or deductible provisions.

6           C. Each insurance policy shall be endorsed to state that coverage  
7 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
8 written notice to City, shall be primary and not contributing to any other insurance  
9 or self-insurance maintained by City, and shall be endorsed to state that coverage  
10 maintained by City shall be excess to and shall not contribute to insurance or self-  
11 insurance maintained by Arcadis. Arcadis shall notify City in writing within five (5)  
12 days after any insurance has been voided by the insurer or cancelled by the insured.

13           D. If this coverage is written on a "claims made" basis, it must  
14 provide for an extended reporting period of not less than one hundred eighty (180)  
15 days, commencing on the date this Agreement expires or is terminated, unless  
16 Arcadis guarantees that Arcadis will provide to City evidence of uninterrupted,  
17 continuing coverage for a period of not less than three (3) years, commencing on  
18 the date this Agreement expires or is terminated.

19           E. Arcadis shall require that all subconsultants or contractors that  
20 Arcadis uses in the performance of these services maintain insurance in compliance  
21 with this Section unless otherwise agreed in writing by City's Risk Manager or  
22 designee.

23           F. Prior to the start of performance, Arcadis shall deliver to City  
24 certificates of insurance and the endorsements for approval as to sufficiency and  
25 form. In addition, Arcadis shall, within thirty (30) days prior to expiration of the  
26 insurance, furnish to City certificates of insurance and endorsements evidencing  
27 renewal of the insurance. City may request redacted certified copies of all policies  
28 of Arcadis and Arcadis' subconsultants and contractors, at any time, and at the

1 City's sole expense. Arcadis shall make available to City's Risk Manager or  
2 designee all books, records and other information relating to this insurance, during  
3 normal business hours.

4 G. Any modification or waiver of these insurance requirements  
5 shall only be made with the approval of City's Risk Manager or designee. Not more  
6 frequently than once a year, City's Risk Manager or designee may require that  
7 Arcadis, Arcadis' subconsultants and contractors change the amount, scope or  
8 types of coverages required in this Section if, in his or her sole opinion, the amount,  
9 scope or types of coverages are not adequate.

10 H. The procuring or existence of insurance shall not be construed  
11 or deemed as a limitation on liability relating to Arcadis' performance or as full  
12 performance of or compliance with the indemnification provisions of this Agreement.

13 10. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
14 contemplates the personal services of Arcadis and Arcadis' employees, and the parties  
15 acknowledge that a substantial inducement to City for entering this Agreement was and is  
16 the professional reputation and competence of Arcadis and Arcadis' employees. Arcadis  
17 shall not assign its rights or delegate its duties under this Agreement, or any interest in this  
18 Agreement, or any portion of it, without the prior approval of City, except that Arcadis may  
19 with the prior approval of the City Manager of City, assign any moneys due or to become  
20 due Arcadis under this Agreement. Any attempted assignment or delegation shall be void,  
21 and any assignee or delegate shall acquire no right or interest by reason of an attempted  
22 assignment or delegation. Furthermore, Arcadis shall not subcontract any portion of its  
23 performance without the prior approval of the City Manager or designee, or substitute an  
24 approved subconsultant or contractor without approval prior to the substitution. Nothing  
25 stated in this Section shall prevent Arcadis from employing as many employees as Arcadis  
26 deems necessary for performance of this Agreement.

27 11. CONFLICT OF INTEREST. Arcadis, by executing this Agreement,  
28 certifies that, at the time Arcadis executes this Agreement and for its duration, Arcadis does

1 not and will not perform services for any other client which would create a conflict, whether  
2 monetary or otherwise, as between the interests of City and the interests of that other client.  
3 And, Arcadis shall obtain similar certifications from Arcadis' employees, subconsultants  
4 and contractors.

5 12. MATERIALS. Arcadis shall furnish all labor and supervision, supplies,  
6 materials, tools, machinery, equipment, appliances, transportation and services necessary  
7 to or used in the performance of Arcadis' obligations under this Agreement, except as  
8 stated in Exhibit "D".

9 13. PROPRIETARY RIGHTS.

10 A. Ownership of City Data. All materials, information and data  
11 prepared, developed or assembled by Arcadis or furnished to Arcadis in connection  
12 with this Agreement, including but not limited to documents, estimates, calculations,  
13 studies, maps, graphs, charts, computer disks, computer source documentation,  
14 samples, models, reports, summaries, drawings, designs, notes, plans, information,  
15 material and memorandum ("Data") shall be the exclusive property of City. Data  
16 shall be given to City, and City shall have the unrestricted right to use and disclose  
17 the Data in any manner and for any purpose without payment of further  
18 compensation to Arcadis. Copies of Data may be retained by Arcadis but Arcadis  
19 warrants that Data shall not be made available to any person or entity for use without  
20 the prior approval of City. This warranty shall survive termination of this Agreement  
21 for five (5) years.

22 B. Limited License to Use City Data. During the term of this  
23 Agreement and subject to the terms and conditions of this Agreement, City hereby  
24 grants Arcadis a limited, royalty-free, fully-paid up, non-exclusive, non-transferable  
25 and nonsublicensable license to process the City Data in the United States as  
26 instructed by City and solely as necessary to provide the SaaS Services for City's  
27 benefit as provided in this Agreement.

28 ///

1                   C.     Ownership and Reservation of Rights to Arcadis Intellectual  
2     Property. Arcadis and its licensors, if any, own all right, title and interest in and to  
3     the Service, Documentation, and other Arcadis Intellectual Property Rights. Subject  
4     to the limited rights expressly granted hereunder, Arcadis reserves all rights, title  
5     and interest in and to the Service, and Documentation, including all related  
6     Intellectual Property Rights. No rights are granted to City hereunder other than as  
7     expressly set forth herein. If specifically requested by the City, Arcadis agrees to  
8     negotiate and enter into a separate third-party Source Code Escrow agreement with  
9     an Escrow Agent of Arcadis choice, and at the City's sole expense, to provide for  
10    the City's rights to the release of Arcadis' Source Code in event Arcadis is no longer  
11    willing or capable of providing support services.

12                   D.     License Grant. Arcadis hereby grants City a non-exclusive,  
13    non-transferable, right to use the Service and Documentation, solely for the internal  
14    business purposes of City and solely during the term, subject to the terms and  
15    conditions of this Agreement within scope of use defined in the relevant Order Form.

16                   E.     License Restrictions. City shall not (i) modify, copy or create  
17    any derivative works based on the Service or Documentation; (ii) license,  
18    sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a  
19    service bureau, or otherwise make the Service or Documentation available to any  
20    third party, other than to Authorized Parties as permitted herein; (iii) reverse  
21    engineer or decompile any portion of the Service or Documentation, including but  
22    not limited to, any software utilized by Arcadis in the provision of the Service and  
23    Documentation, except to the extent required by Law; (iv) access the Service or  
24    Documentation in order to build any commercially available product or service; or  
25    (v) copy any features, functions, integrations, interfaces or graphics of the Service  
26    or Documentation.

27                   F.     Documentation. City will have the right to make any number of  
28    additional copies of the Documentation for internal business purposes at no

1 additional charge.

2 G. City Input. Arcadis shall have a royalty-free, worldwide,  
3 transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into  
4 the Service any City Input. Arcadis shall have no obligation to make City Input an  
5 Improvement.

6 H. Aggregated Data Use. Arcadis owns the aggregated and  
7 statistical data derived from the operation of the Service, including, without  
8 limitation, the number of records in the Service, the number and types of  
9 transactions, configurations, and reports processed in the Service and the  
10 performance results for the Service (the "Aggregated Data"). Nothing herein shall  
11 be construed as prohibiting Arcadis from utilizing the Aggregated Data for purposes  
12 of operating Arcadis' business, provided that Arcadis' use of Aggregated Data will  
13 not reveal the identity, whether directly or indirectly, of any individual or specific data  
14 entered by any individual into the Service. In no event does the Aggregated Data  
15 include any personally identifiable information.

16 14. TERMINATION.

17 A. Termination for Convenience. City reserves the right, at any  
18 time, to terminate this Agreement, or any portion of the work, for its sole  
19 convenience. Any such termination shall be effected by delivery of a written notice  
20 of termination to Arcadis and the date upon which the termination shall be effective.  
21 The date of the effective date of termination shall be no earlier than thirty (30) days  
22 from the receipt of the notice of termination by Arcadis. Upon receipt of such notice,  
23 Arcadis shall, in good faith and using all commercially reasonable efforts, promptly  
24 take steps to cancel existing Orders.

25 B. Termination for Default.

26 i. Default by Arcadis. City may terminate this Agreement  
27 1) immediately in the event that Arcadis becomes the subject of a petition in  
28 bankruptcy or any other proceeding relating to insolvency, receivership,

1 liquidation or assignment for the benefit of creditors, or 2) upon the  
2 occurrence of any of the following:

3 (a) Arcadis fails to provide any significant part or  
4 portion of the Services unless the failure is caused or attributable in  
5 whole or in part to delays, actions or other entities beyond Arcadis'  
6 control.

7 (b) Arcadis fails to provide resolutions for all Severity  
8 1 and 2 Incidents caused by a service provided by Arcadis and  
9 reported to and assigned to Arcadis within the specified time or to  
10 mutually agreed to timeframe; unless the failure is caused or  
11 attributable in whole or in part to other entities beyond Arcadis' control.

12 (c) Arcadis fails to provide any warranties stated  
13 herein unless the failure is caused or attributable in whole or in part to  
14 entities beyond Arcadis' control.

15 (d) Arcadis fails to provide uphold SLAs stated herein  
16 for a continuous period of three (3) months unless the failure is caused  
17 or attributable in whole or in part to entities beyond Arcadis' control.

18 ii. Default by City. Arcadis may by written notice to City,  
19 terminate this Agreement for default, if City fails to pay for any undisputed  
20 Arcadis services within forty-five (45) days of City's receipt of invoices.

21 C. Effect of Termination.

22 i. Return of City Data. Within thirty (30) days after any  
23 expiration or termination of this Agreement, Arcadis shall provide to City the  
24 databases containing the City Data as Microsoft SQL Server data backups  
25 and shall also provide the files uploaded to the service by City. After such  
26 thirty (30) day period, Arcadis will have no obligation to maintain or provide  
27 any City Data and shall thereafter, unless legally prohibited, delete all City  
28 Data.



1                   ii.     Task Orders. In the event the Agreement is terminated,  
2     all Task Orders are simultaneously terminated. Upon any termination by City  
3     pursuant to this Section 14, Arcadis shall refund City any prepaid fees for the  
4     affected Service that were to be provided after the effective date of  
5     termination. Upon any termination of this Agreement, City shall, as of the date  
6     of such termination, immediately cease accessing and otherwise utilizing the  
7     applicable Service and Arcadis Confidential Information. Termination for any  
8     reason shall not relieve City of the obligation to pay any fees accrued or due  
9     and payable to Arcadis prior to the effective date of termination. In the event  
10    of such termination, Arcadis shall be entitled to receive the prorated contract  
11    price due Arcadis for the Services performed to the end of the month of the  
12    effective date of termination. No costs incurred after the effective date of the  
13    notice of termination shall be treated as a reimbursable.

14               D.     Survival of Obligations. All obligations relating to non-use and  
15    non-disclosure of confidential information and the indemnities provided under this  
16    Agreement will survive termination of this Agreement.

17               15.    CONFIDENTIALITY.

18               A.     Arcadis shall keep all Data confidential and shall not disclose  
19    the Data or use the Data directly or indirectly, other than in the course of performing  
20    its services, during the term of this Agreement and for five (5) years following  
21    expiration or termination of this Agreement. In addition, Arcadis shall keep  
22    confidential all information, whether written, oral or visual, obtained by any means  
23    whatsoever in the course of performing its services for the same period of time.  
24    Arcadis shall not disclose any or all of the Data to any third party, or use it for  
25    Arcadis' own benefit or the benefit of others except for the purpose of this  
26    Agreement.

27               B.     Protection and Security. During the term of this Agreement,  
28    Arcadis shall maintain a security program materially in accordance with industry

1 standards that is designed to: (i) ensure the security and integrity of Client Data; (ii)  
2 protect against threats or hazards to the security or integrity of Client Data; and (iii)  
3 prevent unauthorized access to Client Data. All Arcadis Employees with access to  
4 the Client Data shall undergo to a criminal background check upon hiring, the results  
5 of which shall be made available to Client upon Client's request. The primary hosting  
6 facility shall be monitored for and secured against physical and cyber security  
7 threats 7/24. The primary site shall be equipped with fire suppression systems and  
8 shall provide for network redundancy, data backup, and a data recovery. The  
9 primary hosting facility shall provide complete disaster protection via a secondary  
10 site, physically separate, and capable of providing equivalent service to the primary  
11 site. At Client's request, Arcadis shall provide the results of an SOC 3 audit.

12 16. BREACH OF CONFIDENTIALITY.

13 A. Arcadis shall not be liable for a breach of confidentiality with  
14 respect to Data that: (a) Arcadis demonstrates Arcadis knew prior to the time City  
15 disclosed it; or (b) is or becomes publicly available without breach of this Agreement  
16 by Arcadis; or (c) a third party who has a right to disclose does so to Arcadis without  
17 restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or  
18 court order.

19 B. Unauthorized Disclosure. If either party believes that there has  
20 been a disclosure of City Data to anyone other than an Authorized Party or Arcadis,  
21 such party must promptly notify the other party.

22 17. ADDITIONAL COSTS AND REDESIGN.

23 A. Any costs incurred by City due to Arcadis' failure to meet the  
24 standards required by the scope of work or Arcadis' failure to perform fully the tasks  
25 described in the scope of work which, in either case, causes City to request that  
26 Arcadis perform again all or part of the Scope of Work shall be at the sole cost of  
27 Arcadis and City shall not pay any additional compensation to Arcadis for its re-  
28 performance.

1           18.    AMENDMENT. This Agreement, including all Exhibits, shall not be  
2 amended, nor any provision or breach waived, except in writing signed by the parties which  
3 expressly refers to this Agreement.

4           19.    LAW. This Agreement shall be construed in accordance with the laws  
5 of the State of California, and the venue for any legal actions brought by any party with  
6 respect to this Agreement shall be the County of Los Angeles, State of California for state  
7 actions and the Central District of California for any federal actions. Arcadis shall cause  
8 all work performed in connection with construction of the Project to be performed in  
9 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
10 county or municipal governments or agencies (including, without limitation, all applicable  
11 federal and state labor standards, including the prevailing wage provisions of sections 1770  
12 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any  
13 fire marshal, health officer, building inspector, or other officer of every governmental  
14 agency now having or hereafter acquiring jurisdiction.

15           20.    PREVAILING WAGES.

16           A.    Arcadis agrees that all public work (as defined in California  
17 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
18 Work"), if any, shall comply with the requirements of California Labor Code sections  
19 1770 *et seq.* City makes no representation or statement that the Project, or any  
20 portion thereof, is or is not a "public work" as defined in California Labor Code  
21 section 1720.

22           B.    In all bid specifications, contracts and subcontracts for any  
23 such Public Work, Arcadis shall obtain the general prevailing rate of per diem wages  
24 and the general prevailing rate for holiday and overtime work in this locality for each  
25 craft, classification or type of worker needed to perform the Public Work, and shall  
26 include such rates in the bid specifications, contract or subcontract. Such bid  
27 specifications, contract or subcontract must contain the following provision: "It shall  
28 be mandatory for Arcadis to pay not less than the said prevailing rate of wages to

1 all workers employed by Arcadis in the execution of this Agreement. Arcadis  
2 expressly agrees to comply with the penalty provisions of California Labor Code  
3 section 1775 and the payroll record keeping requirements of California Labor Code  
4 section 1771."

5 21. ENTIRE AGREEMENT. This Agreement, including all Exhibits and  
6 Attachments hereto, constitutes the entire understanding of the parties hereto with respect  
7 to the subject matter hereof, superseding all negotiations, prior discussions and preliminary  
8 agreements made prior to the date hereof, except as noted herein. In case of conflict or  
9 inconsistency among the contents of this Agreement, the following priority shall govern:

- 10 A. Agreement, as may be amended  
11 B. Implementation Statement of Work (Exhibit "A")  
12 C. Subscription Service Agreement (Exhibit "C")  
13 D. Arcadis' Response to the RFP  
14 E. RFP in its entirety

15 No unilateral documents (e.g., Purchase Orders or other documents not  
16 agreed to and documented pursuant to the terms of this Agreement) shall have any bearing  
17 or effect upon this Agreement or its interpretation.

18 22. INDEMNITY.

19 A. Arcadis shall indemnify, protect and hold harmless City, its  
20 Boards, Commissions, and their officials, employees and agents ("Indemnified  
21 Parties"), from and against any and all liability, claims, demands, damage, loss,  
22 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
23 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
24 in connection with (1) Arcadis' breach or failure to comply with any of its obligations  
25 contained in this Agreement, including any obligations arising from the Project's  
26 compliance with or failure to comply with applicable laws, including all applicable  
27 federal and state labor requirements including, without limitation, the requirements  
28 of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,

1 omissions or misrepresentations committed by Arcadis, its officers, employees,  
2 agents, subcontractors, or anyone under Arcadis' control, in the performance of  
3 work or services under this Agreement (collectively "Claims" or individually "Claim").

4 B. In addition to Arcadis' duty to indemnify, Arcadis shall have a  
5 separate and wholly independent duty to defend Indemnified Parties at Arcadis'  
6 expense by legal counsel approved by City, from and against all Claims, and shall  
7 continue this defense until the Claims are resolved, whether by settlement, judgment  
8 or otherwise. No finding or judgment of negligence, fault, breach, or the like on the  
9 part of Arcadis shall be required for the duty to defend to arise. City shall notify  
10 Arcadis of any Claim, shall tender the defense of the Claim to Arcadis, and shall  
11 assist Arcadis, as may be reasonably requested, in the defense.

12 C. If a court of competent jurisdiction determines that a Claim was  
13 caused by the sole negligence or willful misconduct of Indemnified Parties, Arcadis'  
14 costs of defense and indemnity shall be (1) reimbursed in full if the court determines  
15 sole negligence by the Indemnified Parties, or (2) reduced by the percentage of  
16 willful misconduct attributed by the court to the Indemnified Parties.

17 D. The provisions of this Section shall survive the expiration or  
18 termination of this Agreement.

19 23. LIMITATION OF LIABILITY.

20 A. Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY  
21 HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL,  
22 INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER  
23 CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA  
24 RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR  
25 SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT  
26 OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT  
27 LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY  
28 INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY

1 FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S  
2 LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF  
3 THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

4 24. NONDISCRIMINATION.

5 A. In connection with performance of this Agreement and subject  
6 to applicable rules and regulations, Arcadis shall not discriminate against any  
7 employee or applicant for employment because of race, religion, national origin,  
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
9 disability. Arcadis shall ensure that applicants are employed, and that employees  
10 are treated during their employment, without regard to these bases. These actions  
11 shall include, but not be limited to, the following: employment, upgrading, demotion  
12 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
13 or other forms of compensation; and selection for training, including apprenticeship.

14 B. It is the policy of City to encourage the participation of  
15 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
16 procurement process, and Arcadis agrees to use its best efforts to carry out this  
17 policy in its use of subconsultants and contractors to the fullest extent consistent  
18 with the efficient performance of this Agreement. Arcadis may rely on written  
19 representations by subconsultants and contractors regarding their status. Arcadis  
20 shall report to City in May and in December or, in the case of short-term agreements,  
21 prior to invoicing for final payment, the names of all subconsultants and contractors  
22 hired by Arcadis for this Project and information on whether or not they are a  
23 Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in  
24 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

25 25. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
26 accordance with the provisions of the Ordinance, this Agreement is subject to the  
27 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
28 Long Beach Municipal Code, as amended from time to time.

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A. During the performance of this Agreement, Arcadis certifies and represents that Arcadis will comply with the EBO. Arcadis agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of this Agreement with the City of Long Beach, Arcadis will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

B. The failure of Arcadis to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If Arcadis fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against Arcadis in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Arcadis Responsibility.

E. If the City determines that Arcadis has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against Arcadis in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Arcadis Responsibility.

26. RELATIONSHIP OF THE PARTIES. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

///

1           27.    **NOTICES.** Any notice or approval required by this Agreement shall  
2 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
3 postage prepaid, addressed to Arcadis at the address first stated above, and to City at 333  
4 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to  
5 the Budget Services Officer, Public Works at the same address. Notice of change of  
6 address shall be given in the same manner as stated for other notices. Notice shall be  
7 deemed given on the date deposited in the mail or on the date personal delivery is made,  
8 whichever occurs first.

9           28.    **COPYRIGHTS AND PATENT RIGHTS.**

10           A.    Arcadis shall place the following copyright protection on all  
11 Data: © City of Long Beach, California, beginning 1/1/2017 and ending 12/31/2022.

12           B.    City reserves the exclusive right to seek and obtain a patent or  
13 copyright registration on any Data or other result arising from Arcadis' performance  
14 of this Agreement. By executing this Agreement, Arcadis assigns any ownership  
15 interest Arcadis may have in the Data to City.

16           C.    Arcadis warrants that the Data does not violate or infringe any  
17 patent, copyright, trade secret or other proprietary right of any other party. Arcadis  
18 agrees to and shall protect, defend, indemnify and hold City, its officials and  
19 employees harmless from any and all claims, demands, damages, loss, liability,  
20 causes of action, costs or expenses (including reasonable attorney's fees) whether  
21 or not reduced to judgment, arising from any breach or alleged breach of this  
22 warranty.

23           29.    **COVENANT AGAINST CONTINGENT FEES.** Arcadis warrants that  
24 Arcadis has not employed or retained any entity or person to solicit or obtain this  
25 Agreement and that Arcadis has not paid or agreed to pay any entity or person any fee,  
26 commission or other monies based on or from the award of this Agreement. If Arcadis  
27 breaches this warranty, City shall have the right to terminate this Agreement immediately  
28 notwithstanding the provisions of Section 14 or, in its discretion, to deduct from payments



1 due under this Agreement or otherwise recover the full amount of the fee, commission or  
2 other monies.

3 30. WAIVER. The acceptance of any services or the payment of any  
4 money by City shall not operate as a waiver of any provision of this Agreement or of any  
5 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
6 Agreement shall not constitute a waiver of any other or subsequent breach of this  
7 Agreement.

8 31. TAX REPORTING. As required by federal and state law, City is  
9 obligated to and will report the payment of compensation to Arcadis on Form 1099-Misc.  
10 Arcadis shall be solely responsible for payment of all federal and state taxes resulting from  
11 payments under this Agreement. Arcadis shall submit Arcadis' Employer Identification  
12 Number (EIN), or Arcadis' Social Security Number if Arcadis does not have an EIN, in  
13 writing to City's Accounts Payable, Department of Financial Management. Arcadis  
14 acknowledges and agrees that City has no obligation to pay Arcadis until Arcadis provides  
15 one of these numbers.

16 32. ADVERTISING. Arcadis shall not use the name of City, its officials or  
17 employees in any advertising or solicitation for business or as a reference, without the prior  
18 approval of the City Manager or designee.

19 33. AUDIT. City shall have the right at all reasonable times during the  
20 term of this Agreement and for a period of five (5) years after termination or expiration of  
21 this Agreement to examine, audit, inspect, review, extract information from and copy all  
22 books, records, accounts and other documents of Arcadis relating to this Agreement.

23 34. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
24 designed to or entered for the purpose of creating any benefit or right for any person or  
25 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ARCADIS U.S. INC., a Delaware corporation

Nov 20th, 2017

By [Signature]  
Name ESTEBAN AZAGRA  
Title VICE PRESIDENT

Nov. 22<sup>nd</sup>, 2017

By [Signature]  
Name Eran Akbes  
Title Associate Vice President

"Arcadis"

CITY OF LONG BEACH, a municipal corporation

12/1, 2017

By [Signature]  
City Manager  
Tom Modica  
"City" Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 11/28, 2017.

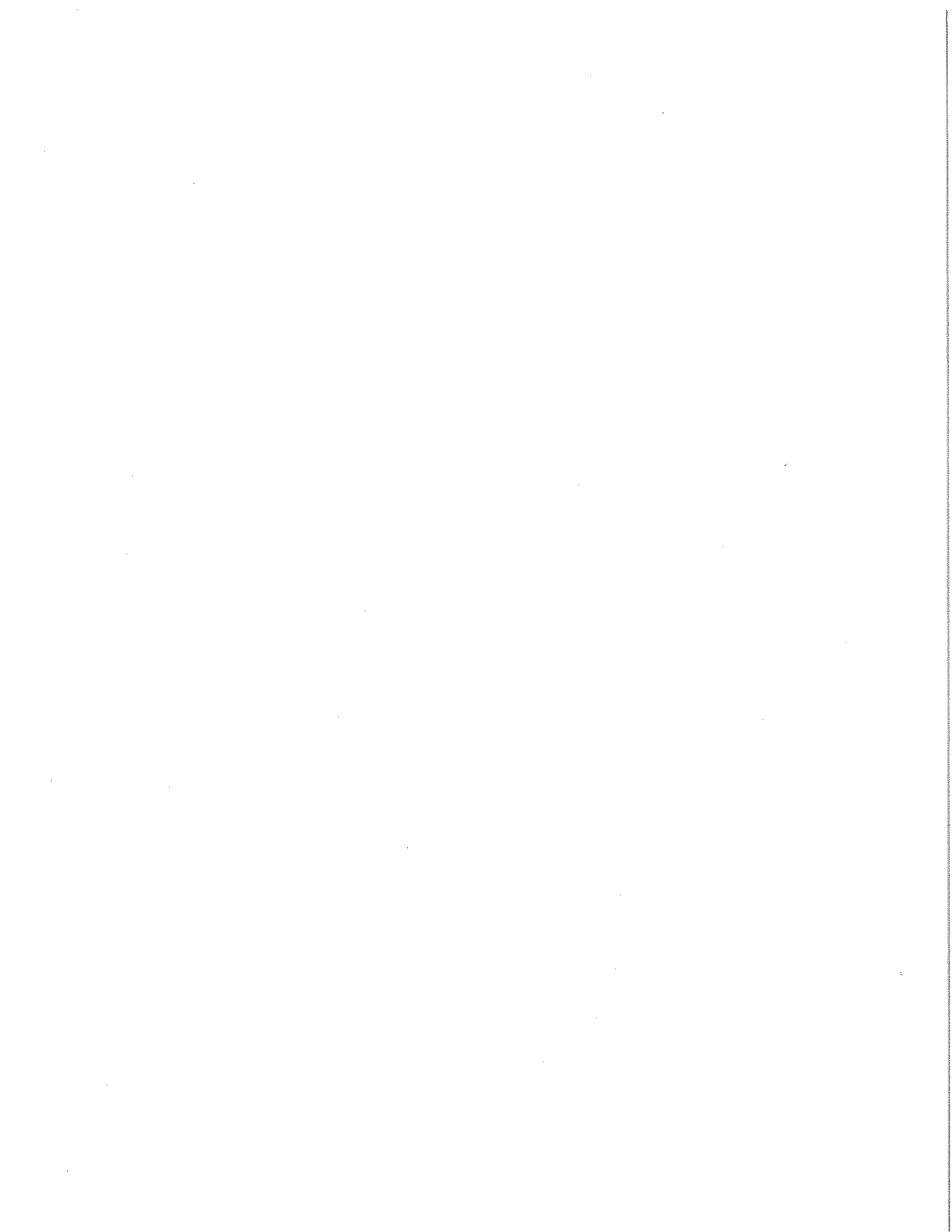
CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

# EXHIBIT “A”

## Statement of Work



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## City of Long Beach Project Portfolio Management Application (PW16-177) Exhibit A – Implementation Statement of Work

### Executive Summary

The City of Long Beach (City) intends to use the Orion Project Portfolio Management (Orion) application to plan and track capital projects. The four (4) departments participating in this project include Public Works, Water, Gas & Oil, and the Long Beach Airport. The intent of this effort is to provide a platform for planning, organizing, directing, controlling, and reporting on all elements of a capital project from initiation to completion.

The City has engaged Arcadis to implement Orion and configure/customize the functionality to meet the City's unique needs. Orion provides robust functionality to manage all aspects of planning, design, construction and post construction information, making everything accessible via a secured Internet connection and a standard web browser.

The Project shall be completed in two phases: 1) initial Orion Implementation, which includes Arcadis gathering user requirements, designing and configuring Orion to meet those requirements, testing, installation, documentation, and training City staff in the use and administration of Orion; 2) Up to five (5) years of long-term Orion user support and software maintenance subscription (addressed under separate Exhibit B).

### Objective

The participating departments within the City have a goal to implement Orion's standard commercial off-the-shelf (COTS) functionality, and add custom enhancements unique to the City's capital improvement program (CIP). The objectives of the Orion PPM application include:

1. To provide overall Project Portfolio Management (PPM) capability.
2. To enable senior management across all departments to view all projects and programs that are in the CIP master plan prior to funding and implementation.
3. To enable senior management to track and produce summary reports on demand regarding the status of any project(s), programs, or the overall CIP portfolio.
4. To provide a platform for planning, organizing, directing, controlling, and reporting on all elements of a capital project from initiation to completion.
5. To ensure all project team members regularly communicate and provide real-time updates on upcoming deadlines, completion of tasks, and emerging issues.
6. To enable information to be easily shared with various stakeholders (reports).

A full list of requested Orion PPM functionality to be included is found in Exhibit D (City RFP). In the Arcadis Proposal (Exhibit C), the City selected both Implementation Option 1 (Orion PPM out-of-the-box functionality) and Option 2 (custom enhancements).

### Project Scope

To ensure that Orion will meet these objectives of the City, Arcadis will perform the following tasks:

1. **Project Management:** Provide project management and quality assurance for all aspects of the project
2. **Requirements Analysis and Discovery:** Identify, clearly articulate, prioritize, and document the requirements of the system
3. **System Implementation:** Design, test, and implement the system to meet the business requirements described in City's RFP (Exhibit D) and integration with Tyler Munis ERP (Financials)
4. **Final Preparation:** Support users through on-site training and system documentation
5. **System Go-Live:** Work to ensure user adoption during full deployment (Go-Live)

As a result of these six tasks, Orion will provide the City a Project Portfolio Management system with operating features that match the agreed-upon functionality.

## **Approach**

### **Task 1. Project Management**

The purpose of this task is to maintain focus on the implementation plan and objectives, reduce risks, and promote achievement of the project budget and schedule.

- The Arcadis Project Manager (PM) will prepare a project management plan, detailed schedule, establish project controls, coordinate kick-off meeting with the City PM, and begin execution of the project.
- Arcadis will use the kick-off meeting to perform a system demonstration for the City and clearly identify the out-of-the box functionality and custom enhancements requested. The proposed implementation plan will be discussed, identifying a communication plan and protocols for project deliverables and obtaining City acceptance. Strategies for conducting the Discovery Workshop will also be discussed.
- A Request for Information will be delivered to the City, identifying any relevant reports or data which is relevant to this project. This may include:
  - City Contact List (with Project Team Role, Orion User Type)
  - City Organizational Chart
  - Export of the ERP CIP data (to be migrated)
  - Any available business process mapping or documentation explaining the City's internal workflow
  - Current City/Departmental Mission Statements and Strategic Objectives
  - Relevant GIS layers
  - More (to be determined)
- In the execution phase, the Arcadis PM will perform daily and weekly activities to address the City's project progress, reallocate resources, report status, and take actions to reduce schedule or budget variance. These activities include regularly scheduled project status meetings with the Executive Steering Team. The Arcadis PM will maintain an Issues and Actions Log to document significant items.
- The Arcadis PM will maintain a Risk Assessment Matrix that catalogs the most likely and impactful risks anticipated for the project, along with planned mitigating measures. The matrix will be reviewed on a monthly basis, or as necessary, to detect and react positively to risk as they arise.

- Any change that impacts the Orion PPM project schedule, quality, scope, or cost must be authorized by the Project Sponsors. Anyone can initiate a change request to the City or Arcadis PM for review. The PM will ensure the required information is captured for each request and submit the request to the Project Sponsors for consideration and action. The Arcadis PM will capture change requests summary information in a change request log for tracking purposes. The Project Sponsors will evaluate change requests and make a decision and/or define any follow-up required. Figure 2 shows a sample Change Request Form. Changes to the functionality or additional requests to be included will be submitted using this form. A completed form emailed to Arcadis PM who will be responsible to upload the data into the Change Request Log and forward to the Long Beach PM with supporting information to action on.

|                               |  |
|-------------------------------|--|
| Project:                      | City of Long Beach PMIS (Project Management Information System) Project  |
| Change Request Name:          | [Name of Change Request]   |
| Change Request ID:            | [ID of Change Request] [To be completed by the Project Manager]  |
| Status:                       | [Open, Approved for Review, Approved, Rejected, Deferred]  |
| Description:                  | [Description of Change Request. Please describe the scope/schedule/budget change you are requesting. If you require additional deliverables, please be specific as possible] |
| Requestor Name:               | [Name]   |
| Requestor Title/Role:         | [Title/Role]   |
| Date Submitted:               | [MM/DD/YYYY]   |
| Original Submission Date:     | [MM/DD/YYYY - Date original request was submitted]   |
| Category:                     | [Primary Category/ Scope of Change Request]  |
| Priority:                     | [List priority on a scale of 1 to 5 with 1 being the highest priority for change to be implemented]  |
| Comments:                     | [Please add any comment with 'MM/DD/YY - IHT (HT = Initials) - Comment']   |
| Requested Completion Date:    | [MM/DD/YYYY]   |
| Risks:                        | [Any perceived risks associated with the Change Request]   |
| Estimated Cost/Funding:       | [Please indicate estimated or allocated cost or funding in dollar amounts]   |
| Estimated or Allocated Hours: | [Please indicate estimated or allocated hours]   |
| Required Action/ Next Steps:  | [Description] [To be completed by the Project Manager]   |
| Approved:                     | [Yes/No] [To be completed by the Project Manager]  |
| Approved By:                  | [Name] [To be completed by the Project Manager]  |
| Date Approved:                | [MM/DD/YYYY] [To be completed by the Project Manager]  |
| Impact on Schedule:           | [# Days] [To be completed by the Project Manager]  |
| Impact on Cost:               | [\$ Dollars] [To be completed by the Project Manager]  |
| Estimated Completion Date:    | [MM/DD/YYYY] [To be completed by the Project Manager]  |
| Any Related Issue:            | [Issue ID]   |
| Deadline to Resolve:          | [MM/DD/YYYY]   |

Figure 1 - Sample Change Form

- At the conclusion of the implementation project, the Arcadis PM in collaboration with the City's PM will perform a debriefing of the Executive Leadership Team, organize and file project documentation, and make a final presentation to representative staff members and departments of the City's organization.

Table 1 – Task 1 Deliverables

| Deliverable                  | Description  | Acceptance Criteria                                   | Review Period (Business Days) |
|------------------------------|--|---|-------------------------------|
| Project Management Documents | Project Management Plan, detailed Project Schedule, Communication Plan, Risk Plan                | Mutually agreed format and content                    | 5                             |
| Project Controls             | Risk, Issue, Action, Decision, and Change Logs with associated procedures for maintaining them   | Mutually agreement                                    | 1                             |
| Monthly Progress Report      | Monthly progress report identifying forecast versus actual progress against the Project Schedule | Progress validated                                    | 2                             |
| Close-out Punch List         | List of features to meet functional requirements agreed during the discovery phase               | Close-out punch list reviewed and approved by City PM | 5                             |

## Task 2. Requirements Review (Discovery)

- Arcadis will obtain Business Process documentation from the City and review with stakeholders to confirm understanding of current workflow, project prioritization, and business case evaluation procedures.
- The City's supplied "Master Project Management Template" CIP project life cycles phases and work packages will be evaluated. Any potential improvement opportunities will be identified and discussed during the discovery workshop meeting.
- A discovery workshop will provide an opportunity to review the requirements document provided and the current work processes, data and information flows with the key staff. Arcadis will review the requirements, document any additional processes that clearly define the current work processes and information flows for the organization, including where and how data are generated, transferred and stored. The Executive Steering Team will be asked to review and validate meeting minutes of the workshop series.
- Resulting system design and requirements will be documented into a technical memo. Comments from City staff will be incorporated into a final version. In addition, we will document data mapping to ensure existing data is properly imported or entered from the Tyler Munis ERP system.

*Table 2 - Task 2 Deliverables*

| Deliverable                                       | Description  | Acceptance Criteria  | Review Period (Business Days) |
|---|--|--|-------------------------------|
| Meeting Minutes                                   | Actions and decisions documented during the workshops                  | Accurately reflect the outcome of the workshops  | 2                             |
| Technical Memo (Requirements Traceability Matrix) | Contains prioritized functional requirements and business process maps | City PM verified the memo accurately reflects the City's requirements, business processes, and City's side of data mapping | 5                             |

## Task 3. System Implementation

Implementation will follow Agile methodology, with a series of sprints. Each sprint will include functional design, configuration and/or customization, and unit testing. At the conclusion of the sprint, a core team checkpoint will be scheduled to validate the next sprint and re-prioritize activities if needed. It is anticipated that functionality will be released at 4 to 8-week intervals based on the complexity of the features. Approximately six (6) Sprints have been planned, however the actual number will be evaluated and confirmed during Discovery.

There are several ceremonies or meetings as part of the Agile methodology, including:

- **Sprint planning:** The sprint planning sessions, referred to as Executive Steering Team checkpoints, are designed to analyze and evaluate requirements development backlog and selection of the next sprint's goal. Sprint planning will decide how to achieve the sprint goal (design), create sprint tasks from the Requirements Traceability Matrix (RTM) and estimate the time required to complete the sprint. The City Executive Steering Team and Arcadis teams are invited to the sprint planning sessions.



- **Daily scrum meetings:** Scrum or stand-up meetings will last 15 to 30 minutes and occur daily. The purpose is not as a status meeting. They are commitment meetings. Therefore, participants will answer three questions: 1. What did you do yesterday; 2. What will you do today; 3. Is anything in your way. Everyone is invited to the daily meeting, with the questions being answered by only the development/design team members, scrum master, and City PM. If there are issues or problems to discuss, they will be done in specific meetings for that issue and not part of the daily scrum.
- **Standard issue or problem meeting/call:** These are problem solving calls that will include Arcadis PM and City PM to discuss any development or configuration issues and determine resolution. These calls or meetings can range in time based on complexity of issue.
- **Sprint review:** Arcadis Team presents what it accomplished during the sprint, including demonstration of new feature or function. The Executive Steering Team is invited. Users providing input on modules and configurations will receive walk through of the feature and will test Orion configuration and feature enhancements to determine whether it meets the agreed-upon requirements (conforms to acceptance criteria).
- **Sprint retrospective:** This ceremony will be used to look at what is and is not working and will be performed after each sprint. This will be for the Arcadis team and City PM to discuss what they would like to: Start doing; Stop doing and continue doing, that will result in success for the City.

*Table 3 - Proposed Implementation Plan*

| Sprint     | Tasks  |
|------------|--|
| Initialize | <ul style="list-style-type: none"> <li>• Arcadis to setup Dev, Test and Production Orion Environments</li> <li>• Obtain agreed upon Domain name for Production site</li> <li>• Out-of-the box Functionality               <ul style="list-style-type: none"> <li>- Standard Project Management and Construction Management Features</li> <li>- Program and PM Dashboard</li> <li>- Ability to generate reports with basic project information</li> </ul> </li> </ul>   |
| Sprint #1  | <ul style="list-style-type: none"> <li>• Utilizing initial priority list and requirements for this sprint:               <ul style="list-style-type: none"> <li>- Configure custom attributes</li> <li>- Advanced Project Schedule RACI</li> <li>- Resource tracking and time keeping</li> <li>- Development of new reports with schedule &amp; resource information</li> </ul> </li> <li>• Unit test Sprint features</li> <li>• Executive Steering Team Checkpoint #1: Obtain feedback on priority functionality to be included in next Sprint Task List</li> </ul> |
| Sprint #2  | <ul style="list-style-type: none"> <li>• Use feedback to configure and implement next set of requirements, which may include:               <ul style="list-style-type: none"> <li>- City's Master Plan and Annual Plan Reporting</li> <li>- Funding Management</li> <li>- GIS Integration Web Services</li> </ul> </li> <li>• Unit test Sprint features</li> <li>• Executive Steering Team Checkpoint #2: Obtain feedback on priority functionality to be included in next Sprint Task List</li> </ul>  |
| Sprint #3  | <ul style="list-style-type: none"> <li>• Use feedback to configure and implement next set of requirements, which may include:</li> </ul>   |

|           |  |
|-----------|--|
|           | <ul style="list-style-type: none"> <li>- Portfolio Management Finalization</li> <li>- Project Planning Finalization</li> <li>- Project Execution Workflows</li> </ul> <ul style="list-style-type: none"> <li>• Unit test Sprint features</li> <li>• Executive Steering Team Checkpoint #3: Obtain feedback on priority functionality to be included in next Sprint Task List</li> </ul>  |
| Sprint #4 | <ul style="list-style-type: none"> <li>• Use feedback to configure and implement next set of requirements, which may include: <ul style="list-style-type: none"> <li>- Project Communication Features</li> <li>- Construction Finalization</li> <li>- Finalize Budget, Funding and Grants Management</li> </ul> </li> <li>• Unit test Sprint features</li> <li>• Executive Steering Team Checkpoint #4: Obtain feedback on priority functionality to be included in next Sprint Task List</li> </ul> |
| Sprint #5 | <ul style="list-style-type: none"> <li>• Integration with Tyler Munis ERP (Financials) <ul style="list-style-type: none"> <li>o Integration Hardware procurement and setup</li> <li>o Integration Design and Coordination</li> <li>o Code and configure integration services</li> </ul> </li> <li>• Unit test Sprint features</li> <li>• Executive Steering Team Checkpoint #2a: Obtain feedback on priority functionality to be included in next Sprint Task List</li> </ul>                        |
| Sprint #6 | <ul style="list-style-type: none"> <li>• Use feedback to configure and implement Punch List items, which may include: <ul style="list-style-type: none"> <li>o Final Report Development</li> <li>o Final Configurations</li> </ul> </li> <li>• Unit test Sprint features</li> <li>• Executive Steering Team Checkpoint #5: Plan Final Preparation activities</li> </ul>  |

Table 4 - Task 3 Deliverables

| Deliverable                            | Description   | Acceptance Criteria  | Review Period (Business Days) |
|--|---|--|-------------------------------|
| Product Backlog                        | Identifies specific features that will be delivered for each sprint                             | City agrees with product backlog   | 5                             |
| Orion Test and Production Sites Active | Test and Production environment built and verified using installation verification test scripts | Arcadis to provide documentation proving installation, including installation logs and executed installation verification scripts delivered to City. City PM to verify the environments accurately meet the City's requirements. | 2                             |

|                        |  |  |   |
|------------------------|--|--|---|
| Sprint 1               | Execution of sprint according to agreed scope/approach from prior checkpoint | Sprint features validated by the City Stakeholders | 2 |
| Sprint 2               | Execution of sprint according to agreed scope/approach from prior checkpoint | Sprint features validated by the City Stakeholders | 2 |
| Sprint 3               | Execution of sprint according to agreed scope/approach from prior checkpoint | Sprint features validated by the City Stakeholders | 2 |
| Sprint 4               | Execution of sprint according to agreed scope/approach from prior checkpoint | Sprint features validated by the City Stakeholders | 2 |
| Sprint 5 (Integration) | Execution of sprint according to agreed scope/approach from prior checkpoint | Sprint features validated by the City Stakeholders | 2 |
| Sprint 6               | Execution of sprint according to agreed scope/approach from prior checkpoint | Sprint features validated by the City Stakeholders | 2 |

#### Task 4. Final Preparation

- There will be a transition period both before and after the actual “go live” dates for Orion. Activities during the transition period are focused on preparing the data that will be used, confirming the system is functioning as a whole, deploying the live system for the intended users, and auditing the system after it has been in production according to a detailed schedule.
- Project data will be manually entered by City staff while Financial data will be automatically updated with Tyler Munis ERP financial data as part of integration.
- A structured System Testing Plan will be developed by Arcadis and executed by a combined team of Arcadis and City “Super Users” to validate both the entered data and proper system function. Testing will be conducted manually, with sufficient time before go-live to address any identified deficiencies. It is assumed that two (2) separate training sessions to be held (computer labs available at City Hall and Gas & Oil).
- Training Documentation will be tailored to the City’s implementation. System flowcharts, workflow diagrams, program documentation is all available and is then modified to meet the city’s configuration and enhancements. For instance, we will review our capital program lifecycle diagrams and what is to occur during conception, execution and close- out of a project. We will then adjust as rules and configuration are modified for the City. This documentation will be provided electronically in the document management system and can be provided in hard copy, if requested. The City will be provided source copies (Microsoft Word, PowerPoint and/or Visio) so that they may update if new workflows are developed or business processes change.

- Final Preparation for Go-Live: End User and Administrator Training<sup>1</sup> will be conducted as part of Orion final preparations for go-live. The training sessions will be designed to last 1 to 2 hours so that maximum productivity is achieved. Administrator training is more in-depth and therefore designed for longer periods. Training will be organized with the City to ensure all staff have access to multiple training sessions and Q&A sessions. An example, one-week snapshot, training schedule is below:

Table 5 - Proposed Training Schedule

| Time | Monday                           | Tuesday                       | Wednesday                        | Thursday                         | Friday                     |
|------|----------------------------------|-------------------------------|----------------------------------|----------------------------------|----------------------------|
| 8am  | General User Training            | Project Manager Training      | Administrator Training – Level 2 | Construction Manager Training    | Open Q&A and Help Sessions |
| 9am  | Project Manager Training         |                               |                                  | Open Q&A and Help Sessions       | Open Q&A and Help Sessions |
| 10am |                                  |                               |                                  | Financial Services Training      | Project Manager Training   |
| 11am | General User Training            | Construction Manager Training |                                  |                                  | Open Q&A and Help Sessions |
| 12pm |                                  |                               |                                  |                                  |                            |
| 1pm  | Administrator Training – Level 1 | General Training              | General User Training            | Financial Services Training      | Manager Training           |
| 2pm  |                                  | Project Manager Training      | Open Q&A and Help Sessions       | Construction Manager Training    | Open Q&A and Help Sessions |
| 3pm  |                                  |                               | Project Manager Training         | Administrator Training – Level 3 | Open Q&A and Help Sessions |
| 4pm  |                                  |                               | General User Training            |                                  | Open Q&A and Help Sessions |

Key stakeholders, regular system users, and system administrators will have the opportunity to train on the Production System and we will use these training sessions as an opportunity to enter real data related to an individual's project. A test system will also be available for training sessions where real and test data can be entered. The training will consist of hands-on training and presentation material. Training will be in person to allow for formal and informal interaction and questions and answer sessions.

<sup>1</sup> Up to 75+ project managers and 100+ Orion PPM users have been assumed

*Table 6 - Task 4 Deliverables*

| Deliverable              | Description  | Acceptance Criteria                                    | Review Period (Business Days) |
|--------------------------|--|--|-------------------------------|
| System Test Plan         | Contains use cases for testing from project inception through completion   | Test plan validated by the City PM                     | 3                             |
| Customized Documentation | Following standard documents will be tailored to the City's implementation: 1. System lifecycle diagrams 2. Workflow diagrams 3. Training materials and quick sheets 4. User's Manual 5. Administration Manual | Documentation accepted by City PM                      | 10                            |
| Training                 | City staff and admins provided hands-on training   | Training sessions conducted according to training plan | 1                             |

**Task 5. Go-Live**

Final preparation testing will be performed by the City and Arcadis as part of Task 4. Upon acceptance of system deliverables by the City PM, Arcadis will make any necessary final data conversions to the Production site and go-live. During this time, Arcadis will provide staff on-site for additional support and post-implementation training, including one-on-one training and support.

*Post-Implementation Training:* We understand that some users will require post go-live training and therefore, we will plan on providing this training to help with the transition to the new system. This training and support will help with adoption of the system and provide confidence to the end users that Arcadis will be there to support them throughout this process.

We anticipate having staff available on-site for two weeks after go-live and then slowly transition to off-site support. Arcadis will develop a memorandum identifying go-live details including: up to four (4) physical locations; sequencing; and on-site support. At the conclusion of Go-live support, City will issue a Letter of Final Acceptance if all deliverables have been met and the solution is operating within the parameters and according to the terms described in the SLA.

As Arcadis has local staff specifically suited to training and support of Orion, the City will have the opportunity to utilize these on-site resources efficiently.

*Table 7- Task 5 Deliverables*

| Deliverable           | Description  | Acceptance Criteria  | Review Period (Business Days) |
|-----------------------|--|--|-------------------------------|
| Go-live plan          | Memo identifying go-live details including: locations; sequencing; and on-site support | City PM reviews and agrees with plan                                   | 5                             |
| Orion production site | Orion production system with City data fully operational                               | System validated by the City PM, according to Acceptance Test criteria | 1                             |

|                 |                         |  |   |
|-----------------|-------------------------|--|---|
| Go-live support | 2 weeks on-site support | City PM validates 2 weeks support provided | 1 |
|-----------------|-------------------------|--|---|

## Assumptions

- It is our understanding the City has recently documented Business Processes related to capital improvement planning and these will be utilized to accelerate requirements development process.
- City will provide available documentation within 2 weeks of the formal information request submitted by Arcadis.
- Functionality will match Exhibit D (City RFP) unless otherwise agreed to by City of Long Beach and Arcadis.
- Project data will be manually entered by City staff while Financial data will be automatically updated with Tyler Munis ERP financial data as part of integration.

## Key Employees

Table 8 – Arcadis Key Employees

| Key Employee      | Role              | Responsibilities   |
|-------------------|-------------------|--|
| Esteban Azagra    | Project Principal | Advises PM and Provides Direction or Decisions where needed. Communicates Support throughout the organization, directly interacts with City PM and Executives to build support |
| Heather Schuchard | Project Manager   | Day-to-Day project management, Schedule and Budget tracking, Resource availability and alignment with tasks  |
| Ertan Akbas       | Technical Manager | Works with PM, business analysts and technology analysts to design processes, reports, forms and interfaces. Assist in Testing and provide implementation support to team      |

Table 9 - City Key Employees

| Key Employee   | Role                         |
|--|------------------------------|
| xxx  | Executive Sponsor            |
| Chris Kuebert  | City Purchasing Buyer        |
| Mark Whitaker  | City Project Manager         |
| Public Works Department Lead - Dennis Finch<br>Water Department Lead – Cameron Smith and Hugo Liu<br>Gas & Oil Department Lead –Tony Foster and Steve Bateman<br>Long Beach Airport Lead - Ambi Thurai | Executive Steering Team      |
| TBD  | Proposed Orion Administrator |
| TBD<br><ul style="list-style-type: none"> <li>• General Orion Users</li> <li>• PMs</li> <li>• Portfolio Managers</li> <li>• Super Users</li> <li>• Construction Managers</li> </ul>                    | User Groups                  |

## Budget

Table 10 Schedule of Performance

| Deliverables                                      | Gross Value of Deliverable | Anticipated Month of Deliverable | Net Payment on Acceptance of Deliverable | Retention Amount (10%) |
|---|----------------------------|----------------------------------|--|------------------------|
| <b>Task 1: Project Management</b>                 |                            |                                  |  |                        |
| Project Management Plan                           | \$5,000.00                 | 1                                | \$4,500.00                               | \$500.00               |
| Request for Information                           | \$2,000.00                 | 1                                | \$1,800.00                               | \$200.00               |
| Close-out Punch List                              | \$4,320.00                 | 9                                | \$3,888.00                               | \$432.00               |
| <b>Subtotal</b>                                   | <b>\$11,320.00</b>         |                                  | <b>\$10,188.00</b>                       | <b>\$1,132.00</b>      |
| <b>Task 2: Requirements Review</b>                |                            |                                  |  |                        |
| Discovery Workshops Complete                      | \$20,000.00                | 2                                | \$18,000.00                              | \$2,000.00             |
| Prioritization Workshops Complete                 | \$6,690.00                 | 2                                | \$6,021.00                               | \$669.00               |
| Technical Memo                                    | \$10,000.00                | 2                                | \$9,000.00                               | \$1,000.00             |
| <b>Subtotal</b>                                   | <b>\$36,690.00</b>         |                                  | <b>\$33,021.00</b>                       | <b>\$3,669.00</b>      |
| <b>Task 3: System Implementation</b>              |                            |                                  |  |                        |
| Requirement Traceability Matrix (Product Backlog) | \$8,300.00                 | 2                                | \$7,470.00                               | \$830.00               |
| Orion Test and Production Sites Active            | \$6,000.00                 | 2                                | \$5,400.00                               | \$600.00               |
| Sprint 1 Complete                                 | \$67,000.00                | 3                                | \$60,300.00                              | \$6,700.00             |
| Sprint 2 Complete                                 | \$41,250.00                | 4                                | \$37,125.00                              | \$4,125.00             |
| Sprint 3 Complete                                 | \$92,000.00                | 6                                | \$82,800.00                              | \$9,200.00             |
| Sprint 4 Complete                                 | \$48,000.00                | 7                                | \$43,200.00                              | \$4,800.00             |
| Sprint 5 Complete (Integration)                   | \$45,000.00                | 8                                | \$40,500.00                              | \$4,500.00             |
| Sprint 6 Complete                                 | \$10,000.00                | 9                                | \$9,000.00                               | \$1,000.00             |
| <b>Subtotal</b>                                   | <b>\$317,550.00</b>        |                                  | <b>\$285,795.00</b>                      | <b>\$31,755.00</b>     |
| <b>Task 4: Final Preparation</b>                  |                            |                                  |  |                        |
| System Test Plan                                  | \$24,000.00                | 9                                | \$21,600.00                              | \$2,400.00             |
| Training Documentation                            | \$24,340.00                | 10                               | \$21,906.00                              | \$2,434.00             |
| Training Complete                                 | \$38,000.00                | 10                               | \$34,200.00                              | \$3,800.00             |
| <b>Subtotal</b>                                   | <b>\$86,340.00</b>         |                                  | <b>\$77,706.00</b>                       | <b>\$8,634.00</b>      |
| <b>Task 5: Go-Live</b>                            |                            |                                  |  |                        |
| Go-live Plan                                      | \$34,000.00                | 10                               | \$30,600.00                              | \$3,400.00             |
| Orion Production Site                             | \$34,610.00                | 11                               | \$31,149.00                              | \$3,461.00             |
| <b>Subtotal</b>                                   | <b>\$68,610.00</b>         |                                  | <b>\$61,749.00</b>                       | <b>\$6,861.00</b>      |
| <b>Total for all deliverable net payments</b>     |                            |                                  | <b>\$468,459.00</b>                      |                        |
| <b>Letter of Final Acceptance</b>                 |                            | 12                               | <b>\$52,051.00</b>                       |                        |
| <b>Total Payment for all deliverables</b>         |                            |                                  | <b>\$520,510.00</b>                      |                        |

Note: Release of retention amounts is contingent on the end of go-live support, signified by a mutually agreed Letter of Final Acceptance.





| ID  | Task Name                                      | Duration  | Start        | Finish       | Resources  |
|-----|--|-----------|--------------|--------------|--|
| 113 | Finalize Budget, Funding and Grants Management | 15 days   | Fri 12/18/18 | Fri 12/20/18 | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 114 | Unit Test & Address Comments                   | 10 days   | Fri 12/20/18 | Fri 12/28/18 | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 115 | Core Team Checkpoint Meeting                   | 1.5 days  | Fri 12/20/18 | Tue 12/21/18 | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 116 | 3.6 Integration Options - Sprint 6             | 30.5 days | Fri 12/21/18 | Fri 1/25/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 117 | 3.6.1 Integration Hardware (if Needed)         | 34 days   | Wed 12/27/18 | Tue 1/22/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 118 | Specify Requirements                           | 5 days    | Wed 12/27/18 | Wed 1/2/19   | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 119 | Process Hardware                               | 23 days   | Wed 12/27/18 | Fri 1/18/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 120 | Install Hardware                               | 5 days    | Fri 1/18/19  | Fri 1/25/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 121 | Verify Installation                            | 2 days    | Fri 1/25/19  | Tue 1/29/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 122 | 3.6.2 Integration with Financials              | 30.5 days | Fri 1/25/19  | Fri 2/22/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 123 | Prepare Integration Design                     | 13.5 days | Fri 1/25/19  | Fri 2/1/19   | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 124 | Integration Coordination Meeting 1             | 1 day     | Wed 1/23/19  | Thu 1/24/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 125 | Integration Coordination Meeting 2             | 1 day     | Thu 1/24/19  | Fri 1/25/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 126 | Integration Coordination Meeting 3             | 1 day     | Fri 1/25/19  | Fri 1/25/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 127 | Finalized Integration Design                   | 5 days    | Mon 1/28/19  | Mon 1/28/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 128 | Code Services                                  | 20 days   | Mon 1/28/19  | Mon 2/19/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 129 | Install Services                               | 6 days    | Mon 2/19/19  | Mon 2/26/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 130 | Tyler White ERP Test Services Available        | 0 days    | Thu 1/24/19  | Thu 1/24/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 131 | Test Modified Services                         | 18 days   | Thu 1/24/19  | Wed 1/30/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 132 | Complete Integration Configuration             | 5 days    | Thu 1/30/19  | Wed 2/6/19   | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 133 | Core Team Checkpoint Meeting                   | 1.5 days  | Thu 1/25/19  | Fri 1/26/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 134 | 3.7 Sprint 6 - Punctured Items                 | 16 days   | Tue 2/13/19  | Tue 2/27/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 135 | Final Report Development                       | 15 days   | Tue 2/13/19  | Tue 2/27/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 136 | Final Configuration                            | 10 days   | Tue 2/13/19  | Tue 2/27/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 137 | 4.0 Final Preparation                          | 37 days   | Fri 1/25/19  | Tue 3/20/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 138 | 4.1 Data Development                           | 6 days    | Fri 1/25/19  | Fri 2/1/19   | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 139 | Finalize Data Integration                      | 5 days    | Fri 1/25/19  | Fri 2/1/19   | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 140 | 4.2 System Tuning                              | 10 days   | Fri 1/25/19  | Fri 2/1/19   | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 141 | Prepare System Test Plan                       | 5 days    | Fri 1/25/19  | Fri 2/1/19   | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 142 | System Test (Regression Testing)               | 5 days    | Fri 2/1/19   | Fri 2/8/19   | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 143 | 4.3 Documentation                              | 20 days   | Fri 2/1/19   | Fri 2/22/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 144 | DRP Documentation                              | 10 days   | Fri 2/1/19   | Fri 2/15/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 145 | Final Documentation                            | 10 days   | Fri 2/15/19  | Fri 2/22/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 146 | 4.4 Training                                   | 12 days   | Fri 2/15/19  | Tue 2/27/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 147 | Site Admin                                     | 2 days    | Fri 2/22/19  | Tue 2/27/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 148 | Regular Users                                  | 10 days   | Tue 2/27/19  | Tue 3/13/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 149 | 6.0 System Go-Live                             | 48.5 days | Tue 2/27/19  | Fri 4/19/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 150 | Final Prep for Go Live                         | 5.5 days  | Tue 3/13/19  | Tue 3/20/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 151 | Go-Live Data                                   | 0 days    | Tue 3/13/19  | Tue 3/13/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 152 | 6.1 System Audit                               | 3 days    | Wed 3/14/19  | Fri 3/16/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 153 | Perform System Audit                           | 3 days    | Wed 3/14/19  | Fri 3/16/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 154 | 6.0 System Support                             | 86 days   | Wed 3/14/19  | Tue 5/28/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 155 | 6.1 Helpdesk Support                           | 10 days   | Wed 3/14/19  | Tue 3/20/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 156 | Orientation and Training                       | 10 days   | Wed 3/14/19  | Tue 3/20/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 157 | 6.2 Go-Live Support                            | 80 days   | Wed 3/14/19  | Tue 5/14/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |
| 158 | Extra Resources                                | 86 days   | Wed 3/14/19  | Tue 5/28/19  | Arc Tech Lead, Arcadis PM, LB Staff, LB Super User |

Project SSE PMS Implementation  
Date: Fri 7/14/17

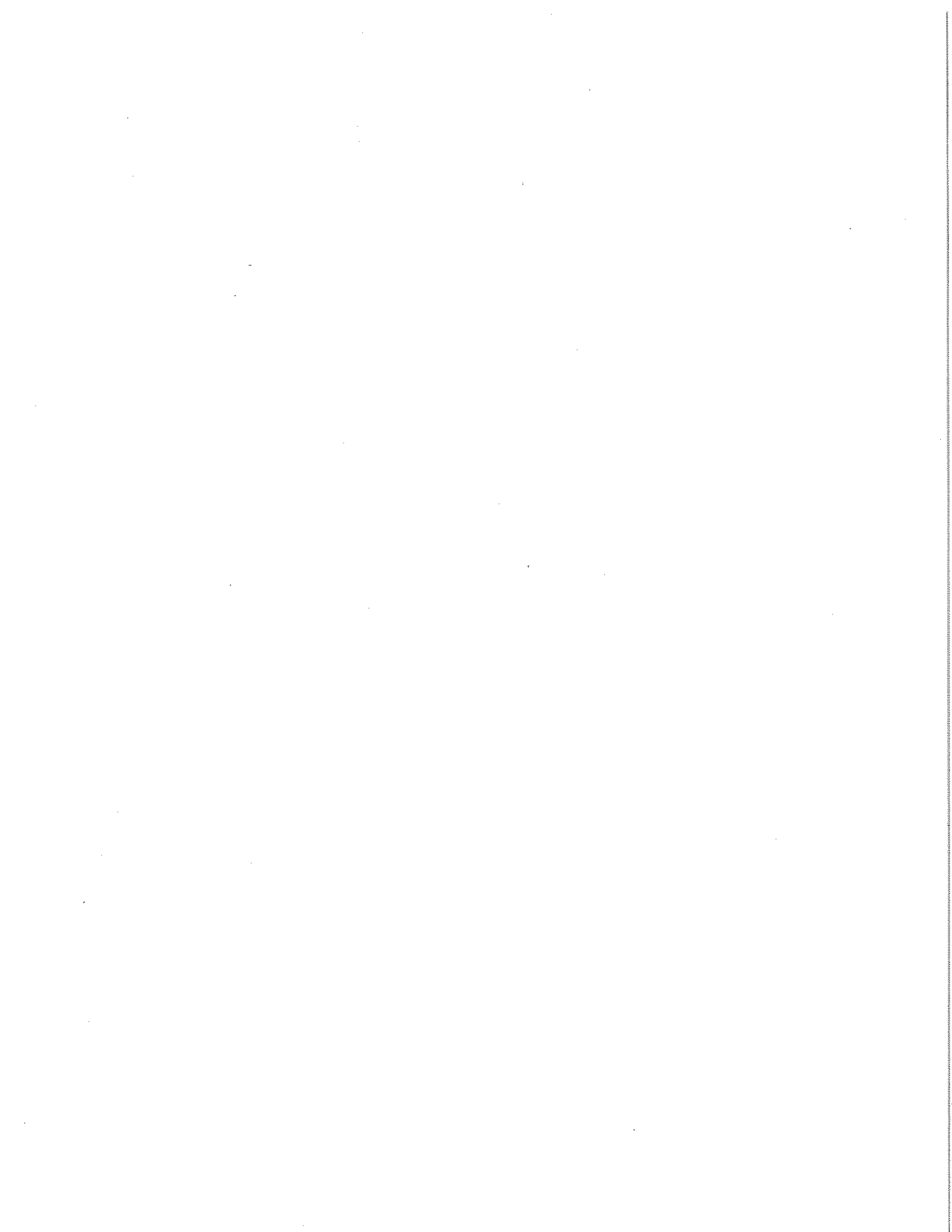
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External Milestone: Inactive Milestone Inactive Milestone Inactive Milestone

Manual Task: Manual Summary Rollup Manual Summary Start-only

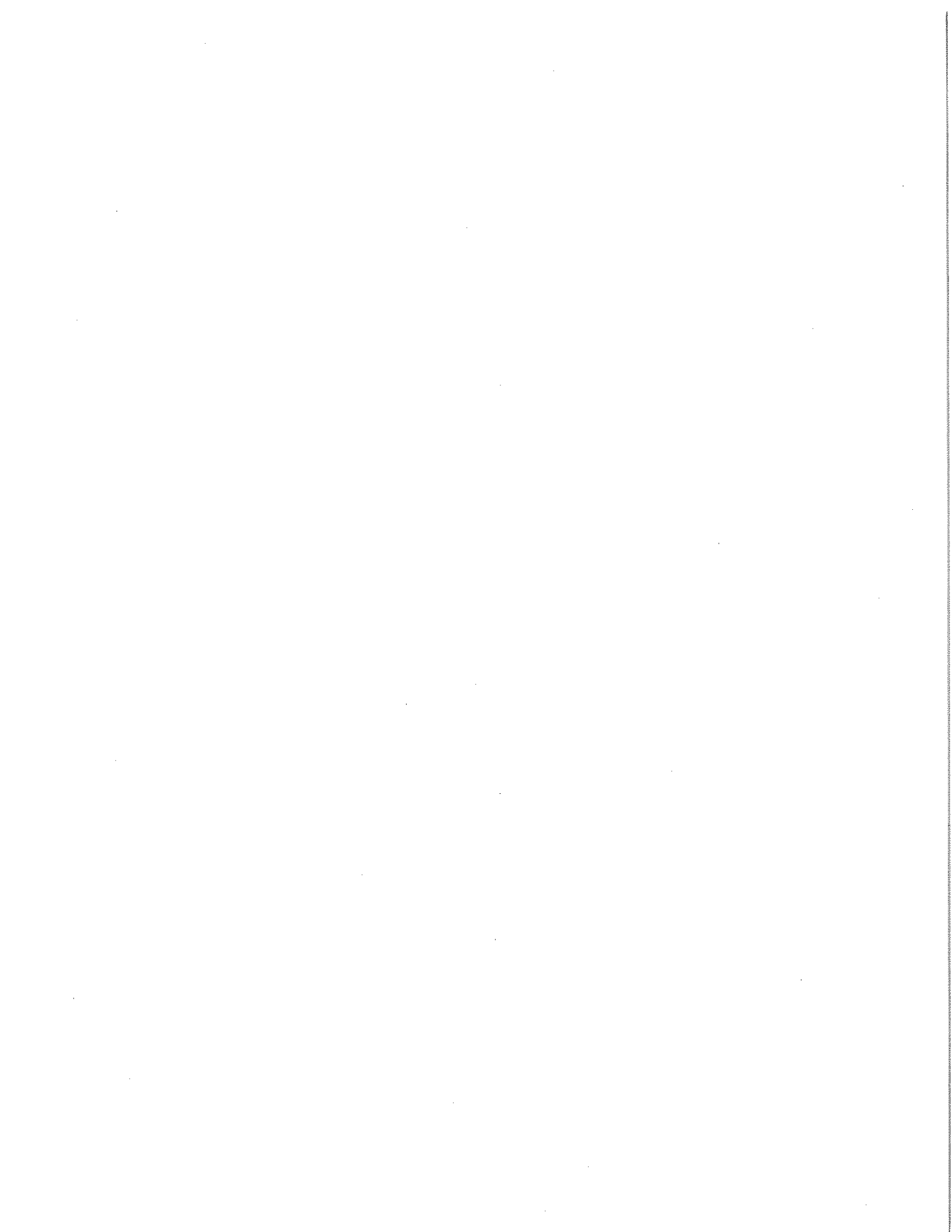
Finish-only: Progress Deadline

Page 2



# EXHIBIT "B"

## Rates or Charges

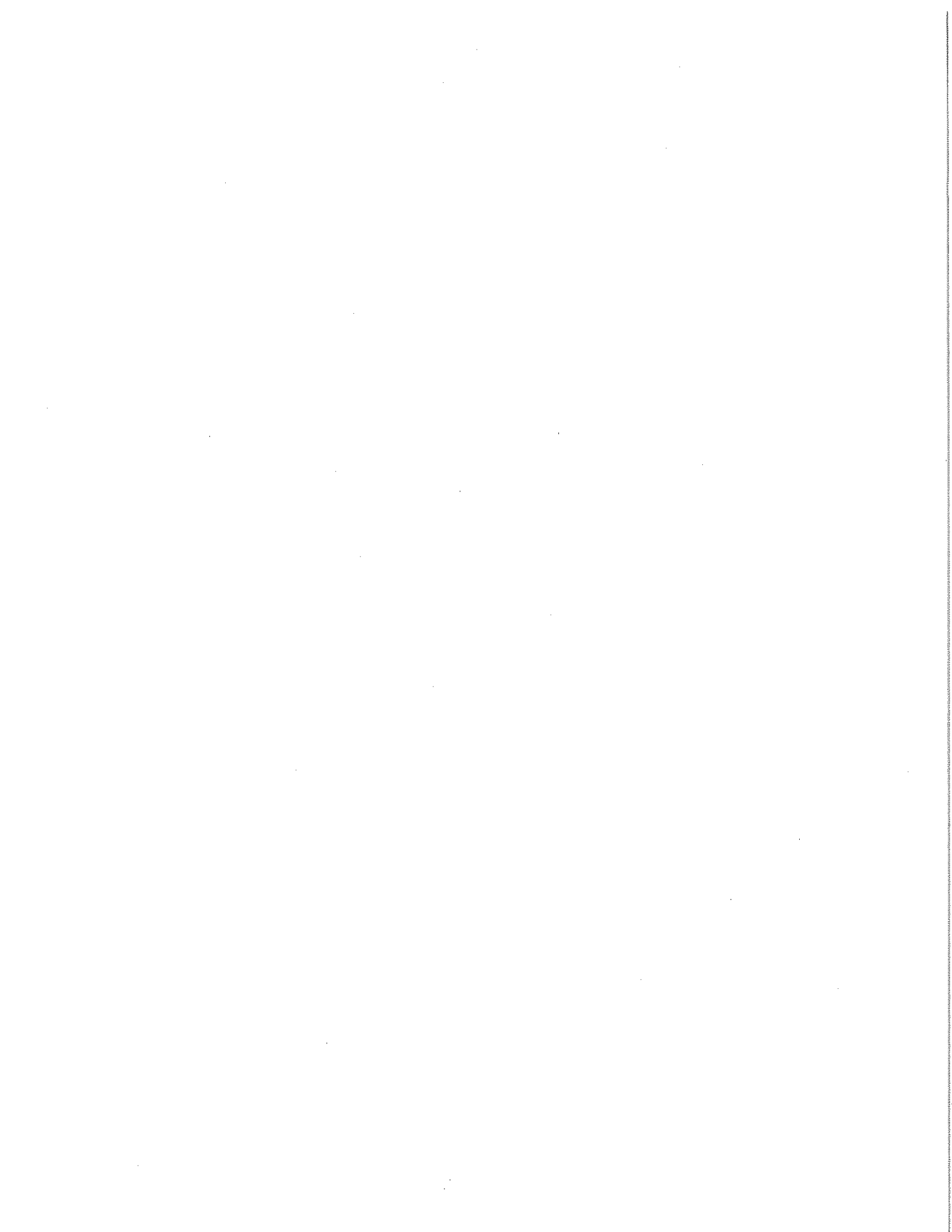


# Budget

Table 10 Schedule of Performance

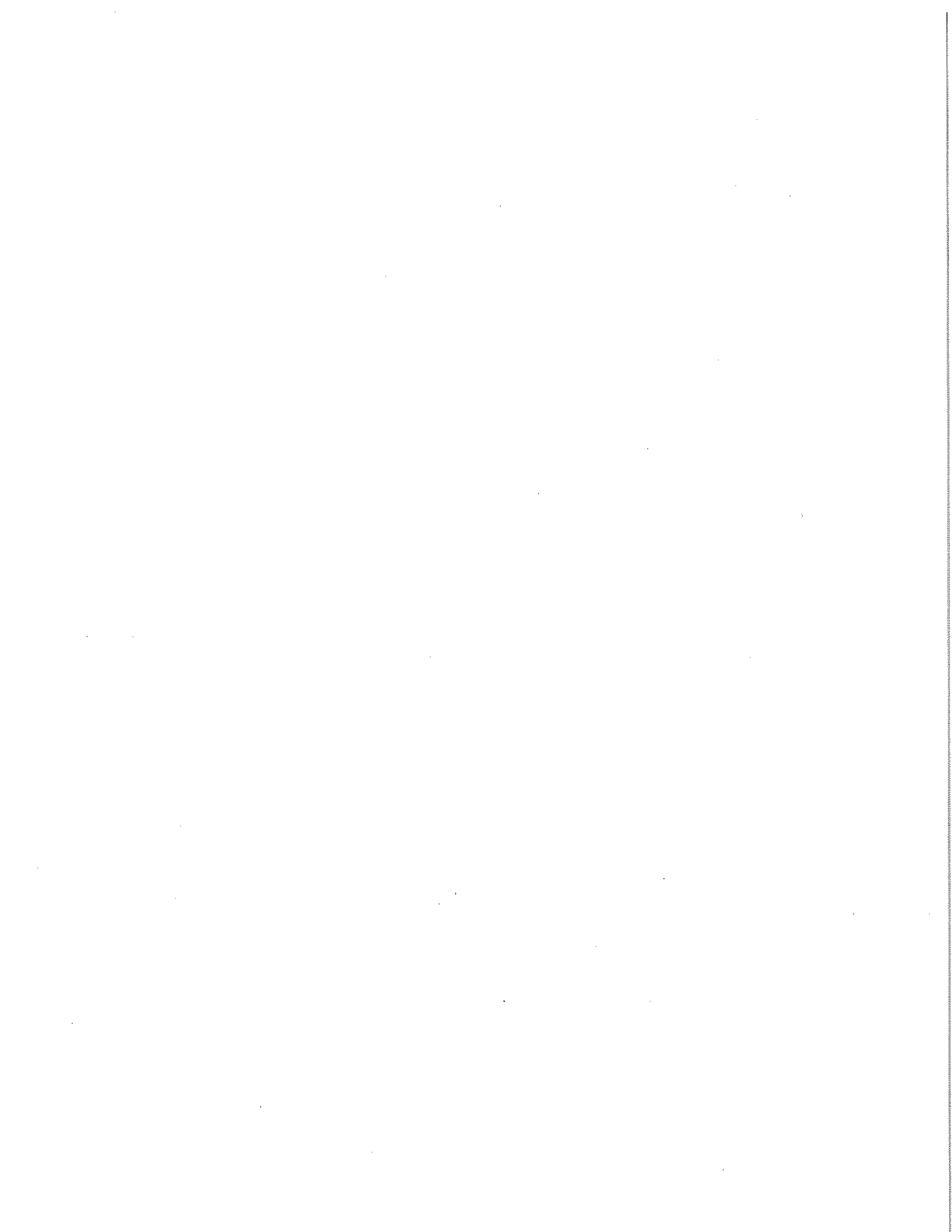
| Deliverables                                      | Gross Value of Deliverable | Anticipated Month of Deliverable | Net Payment on Acceptance of Deliverable | Retention Amount (10 %) |
|---|----------------------------|----------------------------------|--|-------------------------|
| <b>Task 1: Project Management</b>                 |                            |                                  |  |                         |
| Project Management Plan                           | \$5,000.00                 | 1                                | \$4,500.00                               | \$500.00                |
| Request for Information                           | \$2,000.00                 | 1                                | \$1,800.00                               | \$200.00                |
| Close-out Punch List                              | \$4,320.00                 | 9                                | \$3,888.00                               | \$432.00                |
| <b>Subtotal</b>                                   | <b>\$11,320.00</b>         |                                  | <b>\$10,188.00</b>                       | <b>\$1,132.00</b>       |
| <b>Task 2: Requirements Review</b>                |                            |                                  |  |                         |
| Discovery Workshops Complete                      | \$20,000.00                | 2                                | \$18,000.00                              | \$2,000.00              |
| Prioritization Workshops Complete                 | \$6,690.00                 | 2                                | \$6,021.00                               | \$669.00                |
| Technical Memo                                    | \$10,000.00                | 2                                | \$9,000.00                               | \$1,000.00              |
| <b>Subtotal</b>                                   | <b>\$36,690.00</b>         |                                  | <b>\$33,021.00</b>                       | <b>\$3,669.00</b>       |
| <b>Task 3: System Implementation</b>              |                            |                                  |  |                         |
| Requirement Traceability Matrix (Product Backlog) | \$8,300.00                 | 2                                | \$7,470.00                               | \$830.00                |
| Orion Test and Production Sites Active            | \$6,000.00                 | 2                                | \$5,400.00                               | \$600.00                |
| Sprint 1 Complete                                 | \$67,000.00                | 3                                | \$60,300.00                              | \$6,700.00              |
| Sprint 2 Complete                                 | \$41,250.00                | 4                                | \$37,125.00                              | \$4,125.00              |
| Sprint 3 Complete                                 | \$92,000.00                | 6                                | \$82,800.00                              | \$9,200.00              |
| Sprint 4 Complete                                 | \$48,000.00                | 7                                | \$43,200.00                              | \$4,800.00              |
| Sprint 5 Complete (Integration)                   | \$45,000.00                | 8                                | \$40,500.00                              | \$4,500.00              |
| Sprint 6 Complete                                 | \$10,000.00                | 9                                | \$9,000.00                               | \$1,000.00              |
| <b>Subtotal</b>                                   | <b>\$317,550.00</b>        |                                  | <b>\$285,795.00</b>                      | <b>\$31,755.00</b>      |
| <b>Task 4: Final Preparation</b>                  |                            |                                  |  |                         |
| System Test Plan                                  | \$24,000.00                | 9                                | \$21,600.00                              | \$2,400.00              |
| Training Documentation                            | \$24,340.00                | 10                               | \$21,906.00                              | \$2,434.00              |
| Training Complete                                 | \$38,000.00                | 10                               | \$34,200.00                              | \$3,800.00              |
| <b>Subtotal</b>                                   | <b>\$86,340.00</b>         |                                  | <b>\$77,706.00</b>                       | <b>\$8,634.00</b>       |
| <b>Task 5: Go-Live</b>                            |                            |                                  |  |                         |
| Go-live Plan                                      | \$34,000.00                | 10                               | \$30,600.00                              | \$3,400.00              |
| Orion Production Site                             | \$34,610.00                | 11                               | \$31,149.00                              | \$3,461.00              |
| <b>Subtotal</b>                                   | <b>\$68,610.00</b>         |                                  | <b>\$61,749.00</b>                       | <b>\$6,861.00</b>       |
| <b>Total for all deliverable net payments</b>     |                            |                                  | <b>\$468,459.00</b>                      |                         |
| <b>Letter of Final Acceptance</b>                 |                            | 12                               | <b>\$52,051.00</b>                       |                         |
| <b>Total Payment for all deliverables</b>         |                            |                                  | <b>\$520,510.00</b>                      |                         |

Note: Release of retention amounts is contingent on the end of go-live support, signified by a mutually agreed Letter of Final Acceptance.



# EXHIBIT “C”

## Subscription Service Agreement





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## City of Long Beach Project Portfolio Management Application (PW16-177) Exhibit B – Subscription Service Agreement (Years 1-5)

### Executive Summary

The City of Long Beach (City) intends to use the Orion Project Portfolio Management (Orion) application to plan and track capital projects. The four (4) departments participating in this project include Public Works, Water, Gas & Oil, and the Long Beach Airport. The intent of this effort is to provide a platform for planning, organizing, directing, controlling, and reporting on all elements of a capital project from initiation to completion.

The City has engaged Arcadis to implement Orion and configure/customize the functionality to meet the City's unique needs. Orion provides robust functionality to manage all aspects of planning, design, construction and post construction information, making everything accessible via a secured Internet connection and a standard web browser.

The Project shall be completed in two phases: 1) initial Orion Implementation (addressed under separate Exhibit A) and 2) up to five (5) years of long-term Orion software subscription and user-support/maintenance.

### Objectives

The objectives of providing long-term Orion PPM support and maintenance to the City includes:

- Annual software improvements, updates, enhancements, error corrections, bug fixes, release notes, and upgrades, as developed by Arcadis and made generally available for all Orion PPM clients.
- Up to \$30,000 per year have been allocated towards as-needed user/technical support (years 2 through 5)
- Hosting (unlimited users)

Full details on Orion services are found in the Master Service Agreement. A cost breakdown is also included at the end of the document.

### Service Level Agreement (SLA)

This document communicates Arcadis' Production Support and Service Level Agreement ("SLA") with the Client. Capitalized terms, unless otherwise defined herein, shall be defined in the Master Agreement.

1. **Technical Assistance Terms:** Arcadis will provide Client with 24x7x365 technical assistance in accordance with this SLA.
2. **Service Availability:** Arcadis' Service Availability commitment for a given calendar month is 99.9%. Service Availability is calculated per month as follows:  $((\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance})) \times 100$ . Where "Total" is the total minutes in the month, "Unplanned Outage" is total minutes unavailable due to an unplanned outage in the month, and "Planned Maintenance" is total minutes of planned maintenance in the month.

3. **Service Response Times:** Service response commitment is that ninety (90) percent of all transactions, are delivered within the Response Time Threshold. Critical Transactions shall have a Response Time Threshold of 2 seconds, Non-critical Transactions shall have a Response Time Threshold of 5 seconds.

Designation of specific transaction types as Critical and Non-critical shall be mutually agreed, in writing, prior to Go-Live and User Acceptance of the Orion system. This Service Response Time commitment excludes reports. A full description of "Response Time Threshold" can be found in the MSA.

[SHI]

4. **ARCADIS Update Process and Notifications:** Periodically, ARCADIS introduces new features and functionality in a new version of the ARCADIS Service with enhanced functionality across all, or substantially all, ARCADIS modules ("Update"). Prior to an Update, Production Clients will be provided with an Update sandbox for testing. Updates will take approximately twenty-four (24) hours to complete which will require the Service to be taken down for some or all of that time (which time shall not be considered an Unplanned Outage). Updates will be performed during a weekend following any Planned Maintenance. Clients shall provide a named Update Contact to schedule and manage Client through its Update process.

ARCADIS shall provide notification of and information about Updates beginning at least thirty (30) days prior to providing new Updates in Client's Update sandbox environment.

5. **Disaster Recovery:** ARCADIS will maintain a disaster recovery plan for the ARCADIS Production Service. ARCADIS commits to a recovery time objective of twelve (12) hours - measured from the time that the ARCADIS Production Service becomes unavailable until it is available again. The level of service provided following recovery shall meet all SLAs documented herein. ARCADIS commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the ARCADIS Production Service became unavailable.
6. **Security and Site Audit:** During Business Hours, but no more frequently than once a year, the Client, at its sole expense, may perform a confidential audit of Arcadis's operations as they pertain to the Application Software provided under this Agreement. Such audits shall be conducted based on a mutually agreed scope and date which shall be no more than ten (10) Business Days after the Client's written notice of time, location and duration, subject to reasonable postponement by Arcadis, upon Arcadis's reasonable request, provided, however, that no such postponement shall exceed ten (10) Business Days. The Client will provide Arcadis a summary of the findings from each report prepared in connection with any such audit and discuss results, including any remediation plans. Arcadis agrees to promptly take action at its expense to correct those matters or items identified in any such audit that require correction.
7. **Case Submittal and Reporting:** Client's Named Support Contacts may submit cases to ARCADIS. Named Support Contacts must be trained on the ARCADIS product(s) for which they initiate support requests. Each case will be assigned a unique case number. ARCADIS will respond to each case in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each case.

Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue.

8. **Severity Level Determination:** Client shall reasonably self-diagnose each support issue and recommend to ARCADIS an appropriate Severity Level designation. ARCADIS shall validate Client's Severity Level designation, or notify Client of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the ARCADIS Severity Level designation. In the rare case, a conflict requires a management discussion, both parties shall be available within one hour of the escalation.
9. **Support Issue Production Severity Levels - Response and Escalation:** Client Response Commitment is the period from the time the Production case was logged in by ARCADIS until ARCADIS responds to Client and/or escalation within ARCADIS, if appropriate. Resolution commitment is the period from the time the Production case was logged in by ARCADIS until ARCADIS responds to Client with a recommended permanent solution or work around.

#### Severity Level 1:

**Definition:** The ARCADIS Service is unavailable for all users.

**ARCADIS Response Commitment:** ARCADIS will respond within one (1) hour of receipt of case.

**Resolution:** ARCADIS will work 7x24x365 to resolve the problem until the Service is returned to normal operation. Client will be notified of status changes, via email or issue resolution portal.

**Escalation:** If the problem has not been resolved within one (1) hour, ARCADIS will escalate the problem to the appropriate ARCADIS organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.

**Client Response Commitment:** Client shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

**Resolution Commitment:** ARCADIS commits that the issue is resolved within twenty-four (24) hours.

#### Severity Level 2:

**Definition:** The ARCADIS Service contains a bug that prevents Client from executing one or more critical business processes with a significant impact and no workaround exists.

**ARCADIS Response Commitment:** ARCADIS will respond within one (1) hour of receipt of case.

**Resolution:** ARCADIS will work to resolve the problem until the Service is returned to normal operation. Client will be notified of status changes each Business Day.

**Escalation:** If the problem has not been resolved within four (4) hours, Client may request that ARCADIS escalate the problem to the appropriate ARCADIS organization where the escalated problem will have higher priority than ongoing development or operations initiatives.

**Client Response Commitment:** Client shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

**Resolution Commitment:** ARCADIS commits that a resolution is delivered to the Client within three (3) Business Days.

### Severity Level 3:

**Definition:** The ARCADIS Service contains a bug that prevents Client from executing one or more important business processes. A workaround exists but is not optimal.

**ARCADIS Response Commitment:** ARCADIS will respond within four (4) Business Hours of receipt of case.

**Resolution:** If resolution requires an ARCADIS bug fix, ARCADIS will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Client will be notified of status changes.

**Escalation:** If the problem has not been resolved within five (5) Business Days, Client may request that ARCADIS escalate the problem to the appropriate ARCADIS organization where the escalated problem will have higher priority than ongoing development or operations initiatives.

**Client Response Commitment:** Client will respond to ARCADIS requests for additional information and implement recommended solutions in a timely manner.

**Resolution Commitment:** ARCADIS commits that either a resolution, or documented work-around is delivered to the Client within three (3) Business Days. If a work-around is provided, ARCADIS commits to providing a permanent solution within fifteen (15) Business Days.

### Severity Level 4:

**Definition:** The ARCADIS Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Client's business operations.

**ARCADIS Response Commitment:** ARCADIS will respond one Business Day of receipt of case.

**Resolution:** If resolution requires an ARCADIS bug fix, ARCADIS will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Client will be notified of status changes.

**Escalation:** None.

**Client Response Commitment:** Client will respond to ARCADIS requests for additional information and implement recommended solutions in a timely manner.

**Resolution Commitment:** ARCADIS commits that either a resolution, or documented work-around is delivered to the Client within three (3) Business Days. If a work-around is provided, ARCADIS commits to providing a permanent solution within thirty (30) Business Days.

**Client Care or Operations Request (Severity Level 5):**

**Definition:** Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the ARCADIS contact. If necessary to open a Support case requesting assistance, Severity 5 should be used.

**ARCADIS Response Commitment:** ARCADIS will respond within one (1) Business Day of receipt of case.

**Resolution Commitment:** ARCADIS will respond to request. Client will be notified of status changes on a weekly basis.

**Escalation:** None.

**Client Commitment:** Client will respond to ARCADIS requests for additional information in a timely manner.

**Resolution Commitment:** ARCADIS and Client shall agree on a mutually acceptable schedule for resolution on a case-by-case basis.

- 10. ARCADIS Support Scope:** ARCADIS will support functionality that is developed by ARCADIS and under its direct control. For all other functionality, and/or issues or errors in the ARCADIS Service caused by issues, errors and/or changes in Client's information systems and/or third-party products or services, ARCADIS may assist Client and its third-party providers in diagnosing and resolving issues or errors but Client acknowledges that these matters are outside of ARCADIS' support obligations.

Service Level failures attributable to (i) Client's acts or omissions; and (ii) force majeure events shall be excused.

11. **Service Credits:** In the event of a failure by ARCADIS to meet the Service Availability and Service Response minimums as set forth in this SLA, at Client's request, ARCADIS shall provide service credits in accordance with the Master Subscription Agreement. Credits are defined as a percentage of the monthly hosting fee provided against [future payments][TA2][AE3][HS4][SH5].

**12. Performance Credit and Performance Incentive Cap**

No single Service Level will result in Service Credits that are greater than 50% of the monthly Fees. The Service Credits will be netted each month and the net total of Service Credits will not exceed 50% of the monthly Fees. For the purpose of calculating Service Credits, each measurement will be rounded to the nearest whole number unless specifically noted within the Service Credit terms below:

Table 1. Service Level Summary

| Service Level Description              | Service Level Calculation   | Service Credit  | Measurement Period | Service Level Target  |
|--|---|---|--------------------|---|
| System Availability                    | $((\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance})) \times 100$  | <ul style="list-style-type: none"> <li>5% of Hosting Fee for outage &gt;15min and &lt;30min</li> <li>10% for outage from &gt;30min and &lt;1hr</li> <li>25% for outage &gt;1hr</li> </ul> | Monthly            | System availability $\geq$ 99.9% (excluding non-Business Hours and planned maintenance) |
| [System Responsiveness][TA6][AE7][SH8] | Time measured from the instant at which a request for a transaction to be processed is received by the server to the instant at which the results of the transaction are generated for delivery to user | 5% of Hosting fee for meeting RTT less than 90% but greater than 80% of transactions<br>10% of Hosting fee for meeting RTT less than 80% of transactions                                  | Monthly            | 90% of Daily Transactions are delivered within the Response Time Threshold (RTT)        |
| Disaster Recovery                      | The time that the Orion Production Service is deemed inoperable by consensus of Client and Arcadis until it is available again  | 35% of Hosting Fee  | As occurred        | Less than or equal to twelve (12) hours   |

|  |  |                    |         |  |
|--|--|--------------------|---------|--|
| Support Issue (severity 1) – Response Commitment   | Time measured from the instant Arcadis receives City notification of issue/problem and the time that Arcadis provides confirmation/response back to the City[SH9]  | 25% of Hosting Fee | Monthly | Less than or equal to one (1) hour   |
| Support Issue (severity 2) – Response Commitment   | Time measured from the instant Arcadis receives City notification of issue/problem and the time that Arcadis provides confirmation/response back to the City[SH10] | 25% of Hosting Fee | Monthly | Less than or equal to one (1) hour   |
| Support Issue (severity 3) – Response Commitment   | Time measured from the instant Arcadis receives City notification of issue/problem and the time that Arcadis provides confirmation/response back to the City[SH11] | 10% of Hosting Fee | Monthly | Less than or equal to four (4) hours   |
| Support Issue (severity 1) – Resolution Commitment | Time measured from the instant Arcadis receives City notification of issue/problem and the time that Arcadis delivers solution[SH12]                               | 25% of Hosting Fee | Monthly | Less than or equal to twenty-four (24) hours                                   |
| Support Issue (severity 2) – Resolution Commitment | Time measured from the instant Arcadis receives City notification of issue/problem and the time that Arcadis delivers solution[SH13]                               | 25% of Hosting Fee | Monthly | Less than or equal to three (3) business days                                  |
| Support Issue (severity 3) – Resolution Commitment | Time measured from the instant Arcadis receives City notification of issue/problem and the time that   | 10% of Hosting Fee | Monthly | Less than or equal to three (3) business days (work-around); fifteen (15) days |

Arcadis delivers solution[SH14]

for permanent solution

## Summary

For any City staff requiring Orion system support, a City Orion Administrator will be identified as the first line of support. The City Orion Administrator will be part of the help desk workflow with the ability to assign tasks to Orion developers for resolution. The City Orion Administrator will provide service to users, and will have the training needed to resolve basic issues such as login/permissions, or more complex configuration changes. The City Orion Administrator will be empowered to use the Arcadis - provided support mechanisms when necessary.

Table 2. Deliverables

| Deliverable                         | Description   | Acceptance Criteria                               | Review Period (Business Days) |
|-------------------------------------|---|---|-------------------------------|
| Monthly hosting and support invoice | Monthly metrics on number of users and disk space used, hours utilized for user support and tasks performed | Hosting validated and invoice approved by City PM | 5                             |

## Budget and Schedule

Table 3. Budget

| Task   | Year 1<br>(2017) <sup>1</sup> | Year 2<br>(2018) | Year 3<br>(2019) | Year 4<br>(2020) | Year 5<br>(2021) | Total<br>(5 Years) |
|--|-------------------------------|------------------|------------------|------------------|------------------|--------------------|
| Annual License Renewal Cost                          | \$0                           | \$0              | \$0              | \$0              | \$0              | \$0                |
| Support (not to exceed, hourly support) <sup>1</sup> | \$0                           | \$30,000         | \$30,000         | \$30,000         | \$30,000         | \$120,000          |
| Hosting Fee<br>(unlimited users \$5,000 per month)   | \$0                           | \$60,000         | \$60,000         | \$60,000         | \$60,000         | \$240,000          |
| <b>Total 5-Year<br/>Subscription &amp; Support</b>   | <b>\$0</b>                    | <b>\$90,000</b>  | <b>\$90,000</b>  | <b>\$90,000</b>  | <b>\$90,000</b>  | <b>\$360,000</b>   |

<sup>1</sup>Hourly rates are as follows: Project Principal \$265, Project Manager \$163, Technical Lead \$200, Quality Advisor \$265, Solution Architect \$163, Consultant/Analyst I \$144, and Consultant/Analyst II \$178. The same hourly rate applies to on-site or remote support.

<sup>2</sup>Five years of support to begin from date of Notice to Proceed, with year 1 being implementation phase.



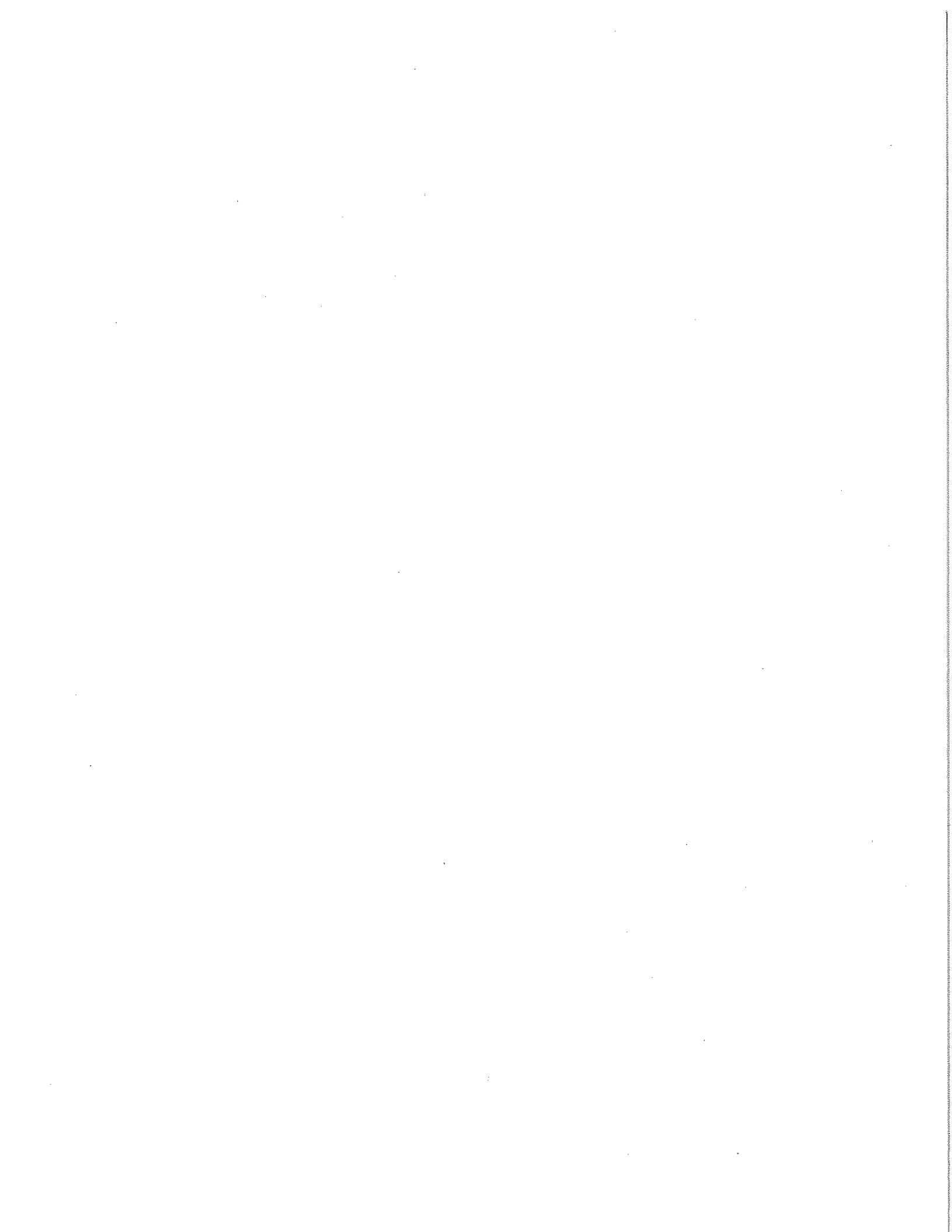
# EXHIBIT “D”

City’s Representative:

Mark Whitaker, Capital Project Coordinator

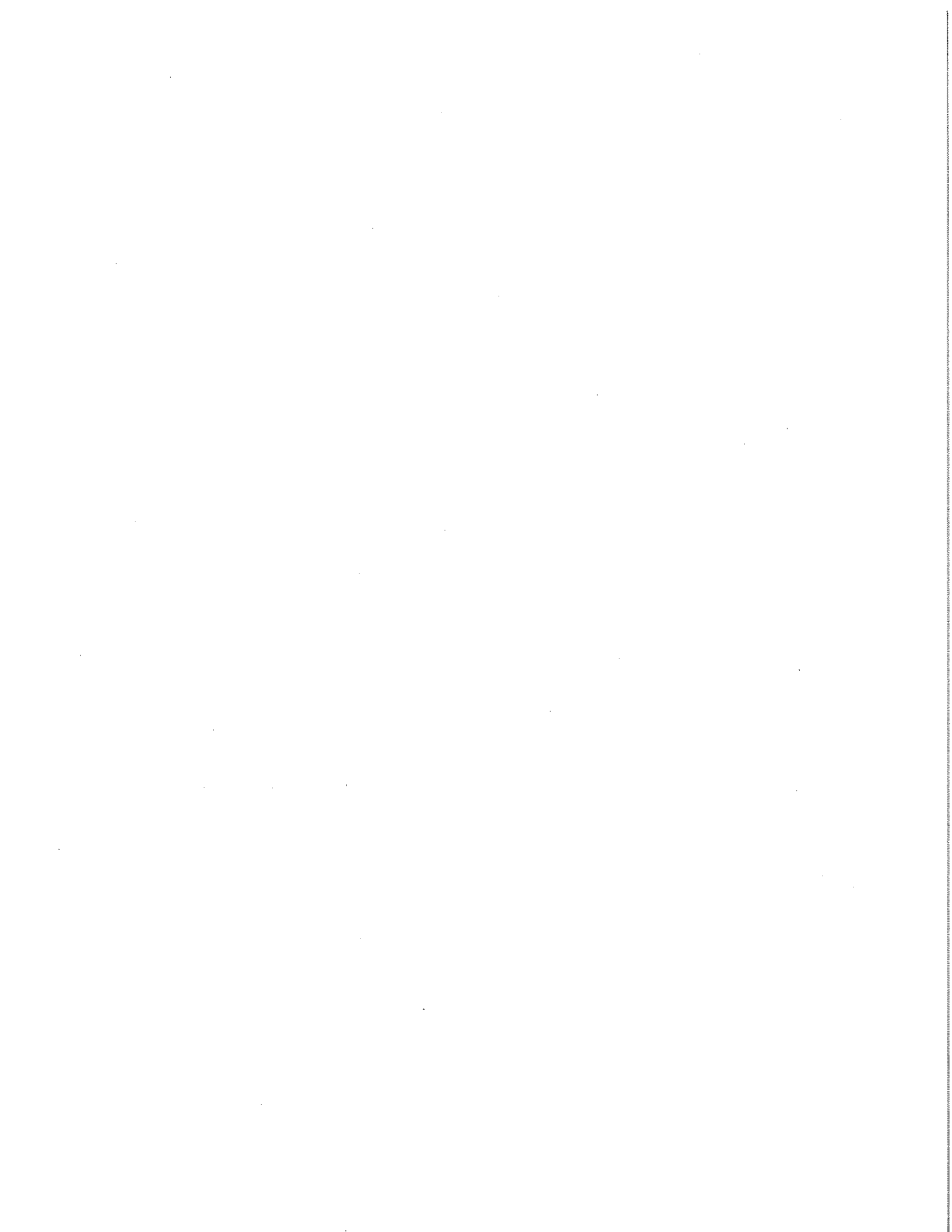
(562) 570-6386

Email: [mark.whitaker@longbeach.gov](mailto:mark.whitaker@longbeach.gov)



# EXHIBIT "E"

Materials/Information Furnished: None



# EXHIBIT “F”

Arcadis’s Key Employee:

Ertan Akbas, Associate Vice President

(914) 641-2661

Email: [Ertan.akbas@arcadis.com](mailto:Ertan.akbas@arcadis.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/26/2017

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 have ADDITIONAL INSURED provisions or 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).

|  |   |       |
|--|---|-------|
| <b>PRODUCER</b><br>Aon Risk Services South, Inc.<br>Franklin TN Office<br>501 Corporate Centre Drive<br>Suite 300<br>Franklin TN 37067 USA | <b>CONTACT NAME:</b><br>PHONE (A.C. No. Ext): (866) 283-7122      FAX (A.C. No.): 800-363-0105<br>E-MAIL ADDRESS: |       |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |       |
| <b>INSURED</b><br>Arcadis U.S., Inc.<br>630 Plaza Drive<br>Suite 200<br>Highlands Ranch CO 80129 USA                                       | INSURER A: Greenwich Insurance Company  | 22322 |
|  | INSURER B: XL Specialty Insurance Co  | 37885 |
|  | INSURER C: XL Insurance America Inc   | 24554 |
|  | INSURER D:  |       |
|  | INSURER E:  |       |
|  | INSURER F:  |       |

**COVERAGES**      **CERTIFICATE NUMBER: 570068135645**      **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.      **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE   | ADDITIONAL SUBRS (INSR) WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------------------------|--|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                             | GEC001076115<br>SIR applies per policy terms & conditions  | 01/01/2017              | 01/01/2018              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> Property Damage to<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |                             | AEC001075815<br>AOS<br><i>Approved as to sufficiency</i><br>RISK MANAGER<br>CITY OF LONG BEACH<br>DATE: 07-14-17 | 01/01/2017              | 01/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION   |                             |  |                         |                         | EACH OCCURRENCE<br>AGGREGATE  |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N                    | RWD943516311<br>AOS<br>RWR943516711<br>AK, WI  | 01/01/2017              | 01/01/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. 66005316.0008, Proposals ("RFP") No. PW16-177, Master Services Agreement, City of Long Beach and its departments, boards, officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Long Beach, its Boards and Commissions and their officials, employees and agents in accordance with the policy provisions of the Workers' Compensation policy. Severability of Interests applies as if each Named Insured were the only Named Insured and separately to each insured against whom claim is made or "suit" is brought.

**CERTIFICATE HOLDER**      **CANCELLATION**

|  |  |
|--|--|
| City of Long Beach<br>Attn: Mr. Mark Whitaker, Public Works Department<br>333 W. Ocean Blvd., 9th Floor<br>Long Beach CA 90802 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Aon Risk Services South Inc.</i> |
|--|--|

 Holder Identifier : FGI  
 Certificate No : 570068135645

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location(s) Of Covered Operations |
|---|-----------------------------------|
| CITY OF LONG BEACH<br>ATTN: MR. MARK WHITAKER, PUBLIC WORKS<br>DEPARTMENT<br>333 W. OCEAN BLVD.<br>LONG BEACH, CA 90802<br>RE:PROJECT.NO.66005316.0008,<br>PROPOSALS ("RFP")<br>NO. PW16-177, MASTER SERVICES AGREEMENT | VARIOUS                           |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
 in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

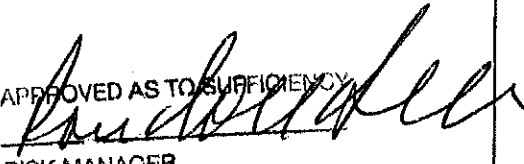
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location(s) Of Covered Operations   |
|---|---|
| CITY OF LONG BEACH<br>ATTN: MR. MARK WHITAKER, PUBLIC WORKS<br>DEPARTMENT<br>333 W. OCEAN BLVD.<br>LONG BEACH, CA 90802<br>RE:PROJECT.NO.66005316.0008,<br>PROPOSALS ("RFP")<br>NO. PW16-177, MASTER SERVICES AGREEMENT | VARIOUS<br><br>APPROVED AS TO SUFFICIENCY<br><br>RISK MANAGER<br>CITY OF LONG BEACH<br>DATE: 09-14-17 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |   |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

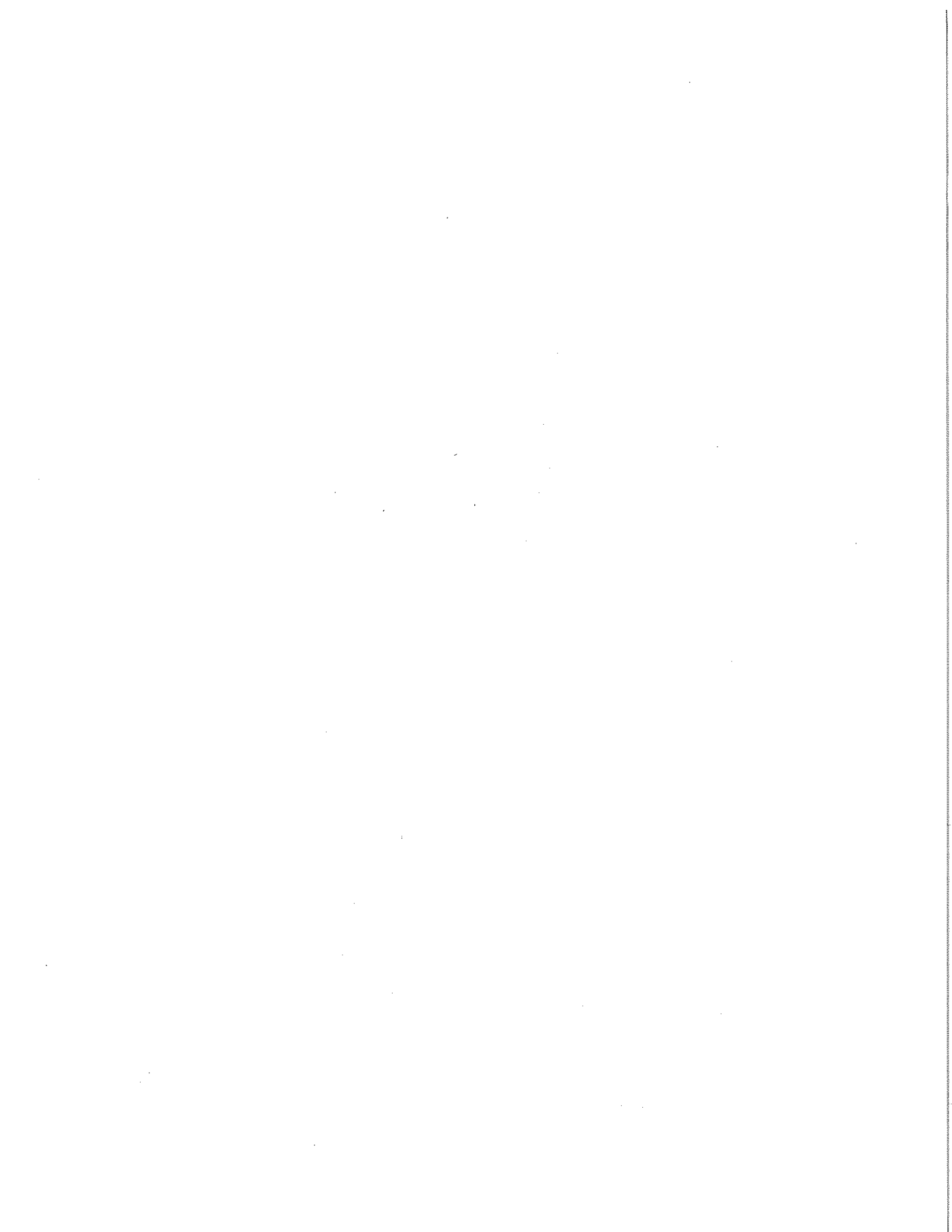
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
 in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

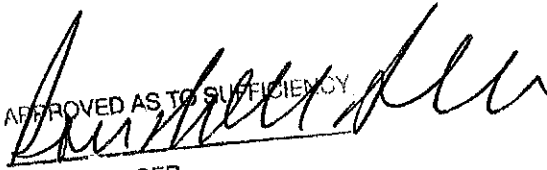
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):   | Location And Description Of Completed Operations |
|---|--|
| CITY OF LONG BEACH ATTN: MR. MARK<br>WHITAKER, PUBLIC WORKS DEPARTMENT 333 W.<br>OCEAN BLVD LONG BEACH, CA 90802<br><br>RE : PROJECT MP. 66005316.0008,<br>PROPOSALS ("RFP")<br>NO. PW16-177, MASTER SERVICES AGREEMENT | VARIOUS  |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

APPROVED AS TO SUFFICIENCY  
  
 RISK MANAGER  
 CITY OF LONG BEACH  
 DATE: 09-14-17

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 01-01-2017 forms a part of  
 Policy No. RWD9435163-11 issued to Arcadis U.S., Inc.  
 by XL Insurance America, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

| Name of Person(s) or Entity(ies)  | Mailing Address: | Number of Days Advanced Notice of Cancellation: |
|---|------------------|---|
| When required in a written agreement, per the most current schedule maintained by Aon Risk Services South, Inc. for Arcadis U.S., Inc., CallisonRTKL, Inc. and their subsidiaries furnished to XL Catlin 45 days prior to the effective date of cancellation. | On File          | 30  |

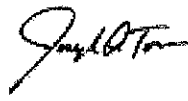
All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 01-01-2017      Policy No. RWD9435163-11      Endorsement No.  
 Insured Arcadis U.S., Inc.      Premium Included

Insurance Company  
 XL Insurance America, Inc.

Countersigned by  \_\_\_\_\_

**ENDORSEMENT #023**

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. AEC001075815 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

| Schedule                             |                                      |
|--------------------------------------|--------------------------------------|
| Name of Person(s) or Entity(ies)     | Mailing Address:                     |
| AS PER SCHEDULE ON FILE WITH COMPANY | AS PER SCHEDULE ON FILE WITH COMPANY |
|                                      |                                      |
|                                      |                                      |
|                                      |                                      |
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|                                      |                                      |
|                                      |                                      |

All other terms and conditions of the Policy remain unchanged.

**ENDORSEMENT #046**

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. GEC001076115 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

| Schedule                             |                                      |
|--------------------------------------|--------------------------------------|
| Name of Person(s) or Entity(ies)     | Mailing Address:                     |
| AS PER SCHEDULE ON FILE WITH COMPANY | AS PER SCHEDULE ON FILE WITH COMPANY |
|                                      |                                      |
|                                      |                                      |
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All other terms and conditions of the Policy remain unchanged.