

**DUPLICATE ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND ARCADIS US, INC.  
FOR  
ENTERPRISE ASSET MANAGEMENT SYSTEM  
BUSINESS CONSULTANT SERVICES**

**CONTRACT NUMBER: H156491**

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## CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
  - (DD) Consultant Past Participation List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - Determination Form
- Exhibit I - Equal Benefits Ordinance Certification of Compliance
- Exhibit J - Regarding Information Requested Under the California Public Records Act
- Exhibit K - Americans With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND ARCADIS US, INC.  
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and ARCADIS US, INC. [Consultant] for the Consultant to provide Business Process Consultant Services to the City for the Enterprise Asset Management (EAM) Project.

**RECITALS**

The City wants to retain the services of a business process consultant firm to provide consultant services for the Enterprise Asset Management (EAM) project [Professional Services].

The Consultant has the expertise, experience and personnel necessary to provide the Services. The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Services.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I  
CONSULTANT SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

**1.1 Scope of Services.** The Consultant shall perform the Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City.

**1.2 Contract Administrator.** The Office of the Deputy Chief Operating Officer (DCOO) is the contract administrator for this Agreement. The Consultant shall provide the Services under the direction of a designated representative of the DCOO. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any

of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

**1.6 Competitive Bidding.** If applicable, the Consultant shall comply with the following: Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans, specifications, studies, or reports. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or June 30, 2019 whichever is the earliest, but not to exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

**2.3 Notification of Delay.** The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the City's requirements for the Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

**2.4 Delay.** If delays in the performance of the Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment, or labor; required additional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant's inability to obtain materials, equipment, or labor.

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Services the Consultant has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Services performed by the Consultant before the effective date

of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all documents or records related to the Consultant's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.** If the Consultant fails to satisfactorily perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding \$2,486,163.00 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$0.00.

**3.2 Additional Services.** The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services (Exhibit A). Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.3.

**3.3 Manner of Payment.** The City shall pay the Consultant on a lump sum basis in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule by phase. Invoicing will be submitted as percent complete by task, inclusive of subcontractor and other direct costs, according to the scope in Exhibit A. The Consultant shall include with each invoice a description of completed Professional Services including the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant,

City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

**3.5 Eighty Percent Notification.** The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

#### **ARTICLE IV CONSULTANT'S OBLIGATIONS**

**4.1 Industry Standards.** The Consultant agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent business consultant firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

#### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all records related to the Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.1.1 Accounting Records.** The Consultant and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

**4.2.3 City's Right Binding on Subcontractors.** The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**4.3.1 Types of Insurance.** At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.3.1.2 Commercial Automobile Liability.** For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**4.3.1.3 Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**4.3.1.4 Professional Liability.** For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

**4.3.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

#### **4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

**4.3.3.2** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

#### **4.3.4 Required Endorsements**

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

##### **4.3.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Consultant.

#### **4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** The Consultant may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Subcontractors.** The Consultant's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the

City. The Consultant shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Consultant and any Subcontractor shall contain the information as described in Sections 4.6 and 4.7, and shall also provide as follows:

**4.4.1.1** The Consultant shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Consultant proportionate to the services performed by the Subcontractor.

**4.4.1.2** The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subcontractor Services, the Consultant shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Consultant shall pay the Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Consultant and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

**4.4.1.6** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

**4.5 Contract Activity Report.** The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subcontractor listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

**4.6 Non-Discrimination Requirements.**

**4.6.1 Compliance with the City's Equal Opportunity Contracting Program.** The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements (Exhibit D). The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subcontractors.

**4.6.2 Non-Discrimination Ordinance.** The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit E).

**4.7.1 Consultant's Notice to Employees.** The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

**4.7.2.1** The dangers of drug abuse in the work place.

**4.7.2.2** The policy of maintaining a drug-free work place.

**4.7.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**4.7.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**4.7.3 Posting the Statement.** In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Consultant further certifies that each contract for Subcontractor Services for this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Product Endorsement.** The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**4.9 Conflict of Interest.** The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.9.1** If, in performing the Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual members of the Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit H).

**4.9.1.1** Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

**4.9.1.2** If the City requires the Consultant to file a statement of economic interests as a result of the Services performed, the Consultant shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.9.2** The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

**4.9.3** The Consultant's personnel employed for the Services shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.9.4** If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

**4.10 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.11 Compensation for Mandatory Assistance.** The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

**4.12 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision

does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

**4.13 Notification of Increased Construction Cost.** If applicable, at any time prior to the City's approval of the final plans, specifications, studies, or report, the Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

**4.14 ADA Certification.** The Consultant hereby certifies (Exhibit K) that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

**4.15 Prevailing Wage Rates:** Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Consultant and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

**4.15.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Consultant and its subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**4.15.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Consultant and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**4.15.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the

predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**4.15.2. Penalties for Violations.** Consultant and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

**4.15.3. Payroll Records.** Consultant and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require its subconsultants to also comply with section 1776. Consultant and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Consultant is responsible for ensuring its subconsultants submit certified payroll records to the City.

**4.15.3.1.** For agreements entered into on or after April 1, 2015, Consultant and their subconsultants shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

**4.15.4. Apprentices.** Consultant and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Consultant shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

**4.15.5. Working Hours.** Consultant and their subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on consultants and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**4.15.6. Required Provisions for Subcontracts.** Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**4.15.7. Labor Code Section 1861 Certification.** Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

**4.15.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

**4.15.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Consultant or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Consultant is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Consultant shall provide proof of registration to the City upon request.

**4.15.9.1.** A Consultant’s inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

## **ARTICLE V RESERVED**

## **ARTICLE VI INDEMNIFICATION**

**6.1 Indemnification and Hold Harmless Agreement.** With respect to any liability, including but not limited to claims asserted or costs, losses, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or

Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active or sole negligence or sole willful misconduct of the City, its agents, officers or employees.

## **ARTICLE VII MEDIATION**

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

**7.3 Selection of Mediator.** A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

**7.3.1** If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

**7.3.2** The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

**7.3.3** If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

**7.4.1** Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## **ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS**

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**8.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Consultant, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**8.4 Moral Rights.** Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**8.5 Subcontracting.** In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**8.6 Publication.** Consultant may not publish or reproduce any Deliverable Materials, for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

**8.9 Ownership of Documents.** Once the Consultant has received any compensation for the Professional Services performed under this Agreement, all documents, including but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Enterprise Asset Management Program, Office of the Deputy Chief Operating Officer, Infrastructure/Public Works, 1010 2<sup>nd</sup> Avenue, Suite 1400, Attn: Erin Noel, MS 614C, and notice to the Consultant shall be addressed to: Douglas M. Owen, Executive Vice President, ARCADIS US, Inc. 1525 Faraday Avenue, Suite 290, Carlsbad, CA 92008.

**9.2 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**9.3 Non-Assignment.** The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**9.4 Independent Contractors.** The Consultant and any Subcontractors employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

**9.5 Consultant and Subcontractor Principals for Consultant Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Douglas M. Owen, Michael Rotunno, Celine Hyer, Greg Osthues, Esteban Azagra, Len Sekuler, Linda Blankenship and Jan Bond. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City

reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

**9.6 Covenants and Conditions.** All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant, shall be deemed to be both covenants and conditions.

**9.7 Compliance with Controlling Law.** The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**9.8 Jurisdiction.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**9.9 Successors in Interest.** This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

**9.10 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**9.11 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**9.12 No Waiver.** No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**9.13 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**9.14 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Services.

**9.15 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

**9.16 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**9.17 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**9.18 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

**9.19 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**9.20 Consultant Evaluation.** City will evaluate Consultant's performance of Services using the Consultant Evaluation Form (Exhibit F).

**9.21 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**9.22 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

**9.23 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G. The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

**9.24 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit I. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

**9.25 Public Records.** This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit J (Regarding Information Requested under the California Public Records Act).

**9.26 Precluded Participation.** In order to avoid any conflicts of interest, the Consultant, and all subconsultants, shall be precluded from participating in any future contract for services, that is subsequently required/created as a result of the contract services provided under this Agreement.

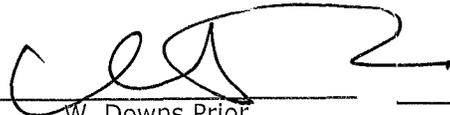
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**DUPLICATE ORIGINAL**

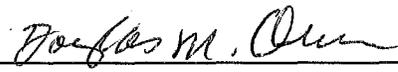
**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. R 309998, authorizing such execution, and by the Consultant pursuant to Arcadis USA, Inc's signature authority document.

Dated this 26<sup>th</sup> day of October, 2015.

THE CITY OF SAN DIEGO  
Mayor or Designee

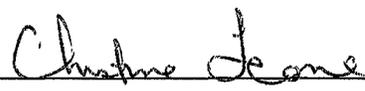
By:   
W. Downs Prior  
Principal Contract Specialist  
Public Works Contracts

I HEREBY CERTIFY I can legally bind ARCADIS US, INC. and that I have read all of this Agreement, this 15<sup>th</sup> day of September, 2015.

By:   
Douglas M. Owen  
Executive Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 26<sup>th</sup> day of October, 2015.

JAN I. GOLDSMITH, City Attorney

By:   
Deputy City Attorney

**R 309998**

**CONSULTANT AGREEMENT EXHIBITS**

# SCOPE OF SERVICES

## CITY OF SAN DIEGO ENTERPRISE ASSET MANAGEMENT BUSINESS CONSULTANT SERVICES

### Overview

The Statement of Work to be executed by ARCADIS comprises three phases, to be aligned with the overall EAM implementation project as follows:

EAM Implementation Project Phase	ARCADIS Contract Phases
Discovery and Pre-Planning	
Project Preparation	Phase 1
Business Blueprint	
Realization	
Final preparation	Phase 2
Go-live Support	
Operate	Phase 3

The City departments in scope for this contract include Public Utilities, Department of IT, Public Works, and Transportation and Storm Water. The business processes in scope include the following:

PROCESS GROUP	BUSINESS PROCESS
Maintenance and Service Operations	Inspection
	Counter-Based Preventive Maintenance
	Time-Based Preventive Maintenance
	Condition-Based Maintenance
	Corrective Maintenance
	Emergency Maintenance
	Work Clearance Management
	Refurbishment Processing
	Asset Scrapping
	Resource Capacity Planning
	Scheduling and Dispatching
	Shift Management
	Street Sweeping
	Service Notification Processing
Service Order Processing	

	Service Confirmation Processing
	Service Order Quotations
	Service Order Billing
Asset Investment Planning, Portfolio and Project Management	Investment Planning
	Maintenance Cost Budgeting
	Strategic Portfolio Management
	Project Planning
	Project Execution
	Project Accounting
Procurement, Inventory and Warehouse Management	Master Data Management for Materials
	Determination of Source of Supply for Query and Quotation
	Evaluating Vendors and Monitoring
	Negotiating Contracts
	Consumption based planning
	Processing Contracts and Sourcing Rules
	Processing Purchase Orders
	Processing Purchase Requisitions
	Verifying Logistics Invoices
	Managing returns and reverse logistics
	Entering Services
	Inbound Processing and Receipt Confirmation with Warehouse Management
	Physical Inventory on Storage Bin Level
	Outbound Processing with Warehouse Management
	Warehousing and Storage
Asset Data and Content Management	Phase-In Equipment
	Phase-Out Equipment
	Change and Configuration Management
	Document Management
	Master Data Management for EAM
Asset Lifecycle Accounting	Acquiring Assets
	Constructing Assets
	Removing Assets
	Replacing Assets
	Preliminary Work
	Preliminary Engineering
	Purchasing and Installing Pre-capitalized Assets
	Purchasing General Plant Assets
	Asset Transfers
	Asset Retirement and Sales

## **Project Management**

ARCADIS will provide project management for the duration of the contract based on this Statement of Work for the City.

At the start of the project, ARCADIS will develop a Project Management Plan which will incorporate the project Work Breakdown Structure detailing the schedule and resource allocation for each task from ARCADIS, its subconsultants and the City. Project planning will also include a risk register, to be developed with the City's input, which will identify potential project issues and pre-plan the most effective mitigation.

ARCADIS will produce a regular status report highlighting the project accomplishments and upcoming activities and project issues and risks. ARCADIS will also manage relevant project meetings and conduct regular project update meetings. During Phase 1, ARCADIS will produce the status report and conduct the status meeting on a bi-weekly basis, through a combination of in-person meetings and teleconferences. During Phases 2 and 3, ARCADIS will produce the status report and conduct the status meeting on a monthly basis.

On a quarterly basis, ARCADIS will prepare a Quarterly Progress Report and PowerPoint presentation for the EAM Project Advisory and Governance Committees, that covers all tasks.

### **Phase 1 - Business Process Convergence Evaluation and Blueprinting**

The objectives of Phase 1 are as follows:

1. Define and benchmark the current state of business processes for the departments in scope.
2. Define the future state vision and develop recommendations for improvements to the business processes using a value-based approach.
3. Promote the incorporation of the recommendations and future-state vision developed by ARCADIS, with support for a value-based blueprinting process.
4. Design the Value Dashboard for measuring and tracking.

Phase 1 corresponds to Discovery and Pre-Planning, Project Preparation, and Business Blueprint phases of the ASAP methodology. ARCADIS will work with the City to perform the following tasks in the attainment of these objectives.

#### **Task 1.1 - Project Initiation**

ARCADIS will conduct a planning meeting with the EAM Project Leadership Team to identify the participants that will form the EAM Project Teams. The core teams collectively will consist of up to a total of 80 individuals from the participating departments, impacted departments and the Department of Information Technology. ARCADIS will prepare for and conduct a half day Project Kick-Off Meeting, during which the ARCADIS team will be introduced, an overview of the project objectives and approach will be presented, and the project schedule and next steps will be discussed. As part of the project initiation activities, ARCADIS will prepare and issue a Request for Information which will catalog the background information and documentation that ARCADIS will review in preparation for the subsequent project tasks. ARCADIS assumes that the City will provide the requested information within 2-3 weeks. As an output of the kick-off meeting, ARCADIS will conduct awareness training and input gathering workshops for the EAM Core Team members. The objectives of the awareness training will be to:

- Become familiar with the ISO 55000 asset management framework and common elements of an asset management program.
- Understand business process analysis and improvement techniques that will be used as part of the project and how these align with the ASAP implementation methodology.

- Understand methods that will be used to identify and facilitate business process standardization across the participating departments.
- Provide an overview of the value-based approach to business process management

ARCADIS will prepare the training materials, which will consist of PowerPoint presentation slides. ARCADIS will then conduct the orientation training. This training will be conducted in 2 one-day sessions, with up to 40 participants per session. The 2 sessions will be scheduled over two consecutive weeks. The City will provide adequate facilities to conduct the training, including a suitable meeting room and audio-visual equipment. ARCADIS will provide one printed copy of the training materials to each session attendee and an electronic version will be provided to the project team. ARCADIS will provide a summary report of observations and input resulting from these training and input gathering workshops.

#### **Deliverables**

- Kick Off Meeting
- Orientation Training and Training Materials
- Workshop Summary Report

### **Task 1.2 - Benchmarking and KPI Development**

ARCADIS will assist the City in defining the appropriate Key Performance Indicators (KPIs) to establish City-wide EAM performance goals linked to the business case, strategic objectives, and then align capital and maintenance programs to achieve those goals.

ARCADIS will begin by gathering information about the current asset management processes, systems, and data by conducting a series of one-on-one or small group interviews for the members of the EAM work teams. ARCADIS will conduct up to 60 two-hour interviews over a period of 4 weeks, and will document the results of the interviews in meeting minutes.

ARCADIS will suggest to the EAM Project Leadership appropriate sources to benchmark the City against. The benchmarking data will be obtained from a combination of industry and trade-group publications and ARCADIS' library of KPIs from past projects. ARCADIS will review and consider previous City of SD KPIs and assess the level of success attained by these KPIs in determining the recommended KPIs for this project.

At the completion of the benchmarking study, ARCADIS will prepare a Benchmarking Results and KPI Recommendations Report identifying 10 to 15 measures per each department as well as 5 to 10 which are to be applied cross department. The report will include specific expected benefits for attaining these KPIs that align with City goals as well as the costs associated to reaching these KPIs, and will define the management of KPIs includes the determination of KPI baselines, targets, and accountability for each KPI. ARCADIS will issue this report as a draft document and then conduct a half day review meeting with each of the department work teams, with the combined work team and the EAM Project Leadership Team, and will then finalize the report based on feedback obtained during those review sessions. The KPIs will form the foundation of the value management processes that are conducted in the other tasks. It is assumed that the City will provide final comments within two weeks of the review meeting with the EAM Project Leadership Team.

#### **Deliverables**

- Interview Meeting Minutes
- Benchmarking Results and KPI Recommendations Report – Draft
- Benchmarking Results and KPI Recommendations Report – Final
- Support for Business Case development

### **Task 1.3 - Gap Analysis**

Using the information gathered as part of Task 1.2, ARCADIS will prepare a gap analysis report for each department as well as from a citywide perspective (across departments) using the ISO 55000 framework. The reports will provide an assessment and analysis of the current practices across all key asset management business processes, data availability and its usage, technology utilization, and organizational roles. The report will compare and contrast the processes of the various work units within and across departments and provide recommendations related to streamlining processes and organizational structure. ARCADIS will issue this report as a draft document and then conduct a half day review meeting with each department work team, a half day review with the combined department work team and the EAM Project Leadership Team, and will then finalize the report based on feedback obtained during those review sessions. It is assumed that the City will final provide comments within two weeks of the review meeting with the EAM Project Leadership Team.

#### **Deliverables**

- Gap Analysis Reports – Draft
- Gap Analysis Reports - Final

### **Task 1.4 - As-Is Business Process Analysis**

Building from the results of the gap analysis, ARCADIS will develop as-is business process models for the participating departments covering common as well as any necessary unique asset management processes and including a review of existing asset management data. ARCADIS will draft the as-is models based on information gathered in prior tasks, which will be supplemented by up to 30 follow-up interviews with EAM work team members or others identified through the process. The draft as-is process models will be reviewed in one half day as-is process model review workshop for each of the four participating departments and the Citywide asset management process, with the combined departments and the EAM Project Leadership Team. ARCADIS assumes that the as-is business processes can be documented with up to 48 business process models across the participating departments.

At the conclusion of the workshop process, ARCADIS will prepare a Business Process Report for each participating department as well as the citywide Asset Management processes across departments, which will consist of the as-is business process models, a narrative description of each process, a current state description of asset management data, and a summary of the identified process and data challenges. ARCADIS will issue this report as draft documents and then conduct one half day review meeting for each of the four participating departments, and with the combined work team and the EAM Project Leadership Team and will then finalize the report based on feedback obtained during that review sessions. It is assumed that the City will provide final comments within 2 weeks of the review meeting with the EAM Project Leadership Team.

#### **Deliverables**

- As-Is Process Review Workshops
- Business Process Reports – Draft
- Business Process Report Review Meetings
- Business Process Reports - Final

## **Task 1.5 – Future State Vision Development**

Using the results from prior tasks, ARCADIS will develop concept-level to-be process models which will describe the future state vision for common as well as any necessary unique citywide asset management processes across the four departments, and which can be used by the EAM Systems Integrator as the input for the business blueprint. The draft to-be process models will be reviewed in four workshops that will be conducted with members from the EAM Core Team, organized along the following general asset management process areas:

- **Asset-based Investment Planning , Projects, and Project Portfolio Management**
- **Maintenance and Service Operations**
- **Asset Data Management, Asset Lifecycle Accounting**
- **Procurement, Inventory, and Warehouse Management**

Based on feedback received as part of the review workshops, ARCADIS will revise the to-be process models. ARCADIS assumes that the to-be business processes can be documented with up to 30 business process models. If there are a larger number of processes to be modeled than the assumed 30, the City will prioritize and determine the final list of processes to be documented by ARCADIS.

At the conclusion of the workshop process, ARCADIS will prepare a Future State Recommendations Report, which will consist of the to-be business process models, a narrative description of each process including work practice consolidation recommendations and exceptions, high-level functional requirements needed to achieve the future state, a strategy for future asset and customer data management, an assessment of necessary staffing resources modifications to attain work practice consolidation and the asset management plan roadmap. The Future State Recommendations report will also contain the high-level value map for the project, which will list the identified process improvements (including any recommended organizational changes), the associated KPIs (to include operational and financial), ownership of KPIs, the expected benefits for the improvement, and target performance of KPIs.

ARCADIS will issue this report as a draft document and then conduct four half-day review meetings with the EAM Core Team, organized along the asset management process areas. ARCADIS will then finalize the report based on feedback obtained during that review sessions. It is assumed that the City will provide final comments within 2 weeks of the review meeting with the EAM Project Leadership Team.

### **Deliverables**

- Future State Workshops – 4 workshops
- Future State Recommendations Report – Draft
- Future State Recommendations Review Meetings – 4 meetings
- Future State Recommendations Report – Final
- Initial Value Maps

#### Task 1.6 – To-Be Solution Development Support

ARCADIS will work with the EAM Systems Integrator during the Blueprinting phase of the project to verify that the process changes identified in prior tasks are reflected in the solution blueprint.

ARCADIS will provide input to the blueprinting process by participating in up to 60 half-day workshops, which will be facilitated and managed by the System Integrator.

ARCADIS will provide a bi-weekly summary of observations/challenges/opportunities to the EAM Leadership team, to be reviewed in-person meeting or phone conference. The written document will be provided at least two days prior to the review meeting.

At the completion of the Blueprinting stage, ARCADIS will review the draft Blueprint documents and will provide one set of written comments for each of the participating departments to the EAM Project Leadership Team.

At the completion of the Blueprinting stage, ARCADIS will update the value map, KPI definitions developed as part of prior tasks, and support the City in corresponding updates to the Business Case.

#### **Deliverables**

- Blueprint Review Comments – 4 Review Documents
- Updated Value Maps
- Value Dashboard design
- Support for updates to Business Case

#### Task 1.7 – Organizational Change Management Planning

ARCADIS will support the City in the development of the organizational change management plans for each of the participating departments as well as citywide across the participating and impacted departments. ARCADIS will perform a stakeholder analysis and organizational readiness assessment. The stakeholder analysis will identify all of the people and organizations that will be impacted by or have the ability to impact the business process changes, including identifying the functional and technical staffing and roles that will be required to support the to-be processes, and ARCADIS will determine the magnitude of this impact. ARCADIS will work with City-wide and Departmental Human Resources management to evaluate existing policies, procedures, and staffing job classifications, and based on these and other factors will assess the current ability of the City to successfully implement the changes driven by the EAM project. The result of these analyses will be an identified list of potential change barriers and recommended remediation strategies. ARCADIS will issue the organizational change management plans as draft documents and then conduct four 2-hour review meetings with the EAM Core Teams from each participating department, and with the combined work team and the EAM Project Leadership Team and will then finalize the report based on feedback obtained during that review sessions. It is assumed that the City will provide final comments within 2 weeks of the review meeting with the EAM Project Leadership Team.

## **Deliverables**

- Organizational Change Management Plan – Draft
- Organizational Change Management Plan Review Meetings – 4 meetings
- Organizational Change Management Plan – Final

## **Phase 2 - Business Practices Requirements Validation and Value Tracking**

The objective of Phase 2 is to enable the City to monitor and track the value metrics associated with the business process solution. ARCADIS' work activities in this phase correspond to the Realization and Final Preparation phases of the implementation project. ARCADIS understands that the City is currently in the process of engaging the services of the EAM SI, and that the SI's scope is yet to be finalized.

### **Task 2.1 – Value Management**

ARCADIS will develop produce Value Dashboards and perform value audits to ensure that the benefits can be measured and monitored post go-live. These activities include:

- Development of Value Dashboard
- Validation of readiness of Dashboard data elements
- Validation of KPI data completion and readiness for tracking
- Validation of baseline settings and performance targets
- Development of action plan thresholds if KPIs are not performing

ARCADIS will perform 6 project value audits aligned with the major work activities of the system integrator, scheduled in consultation with the project team. The business process value audits will consist of a review of project documents and SAP integrator deliverables, interviews with EAM work team members, and review of data and reports provided by the EAM work team members. The results of each regular review will be a Value Assessment report, which will be submitted to the EAM Project Leadership Team in writing as well as presented at a half day regularly scheduled meeting. The Value Assessment report will provide an independent review of the progress the City is making towards the adoption of the business processes and KPIs identified in Phase 1 and will include specific recommendations for improving the project going forward. Each value audit will culminate in the review meeting with the EAM Project Leadership Team. ARCADIS will be provided with access to relevant project deliverables in advance of the on-site review week. ARCADIS will work with the City Program Manager to schedule these reviews at key points throughout the project.

## **Deliverables**

- 1-week on-site review and Department Interviews – 6 reviews.
- Validation Assessment / Value Audit Reports – 6 reports.
- Validation Assessment / Value Audit Review Meetings – 6 meetings.
- Value Dashboard
- Action plan thresholds for KPI management

## **Phase 3 - Business Practices Adoption**

The objective of Phase 3 is to verify that:

- Value accountability is in place, managed, and that value is realized
- Manage the Value Scorecard KPIs
- Review adoption of the deployed solution

ARCADIS' work activities in this phase correspond to the Go-Live Support and Operate phases of the implementation project.

### **Task 3.1 –Assessment of Deployed Business Processes**

In the Go-live support phase, ARCADIS will perform the following:

- Initiate tracking of KPIs using the developed Value Dashboard
- Validate initial reporting for accuracy and completeness
- Adjust baseline if necessary
- Adjust performance targets if necessary

After the stabilization period, ARCADIS will perform independent reviews and report out on the scheduled basis outlined below. Tasks in support include:

- Value Dashboard reporting
- Develop action plans for KPIs if out of acceptable performance range
- Support the City with the execution of action plans and follow up
- Solution adoption assessment

ARCADIS will perform four quarterly reviews across each of the participating departments, as well as an assessment of adoption across the impacted departments. The tentative plan is for the first review to be conducted three (3) months post go-live, and the final review to be completed within a year of go-live.

The intent of the reviews will be to validate that the business processes are solutions are being adopted, and that the objectives and target performance of KPIs identified for the project are being realized. ARCADIS will utilize the Value Dashboard reports, evaluate system use and business process adoption, and identify improvement opportunities, validate the gap closures as compared to the gap assessment report, and will make recommendations for supplemental training, knowledge transfer, and continuous improvement actions. The results of each review will include an Operations Maturity Assessment Report, which will be submitted to the EAM Project Leadership Team in writing as well as presented at a regularly scheduled meeting.

#### **Deliverables**

- Operations Maturity Assessment reports – 4 quarterly assessments.
- Deliverable Review Meetings – 4 meetings.

**Exhibit B – COMPENSATION AND FEE SCHEDULE**

## Hours and Fee Breakdown

### Hours and Fee for Phase 1 - Business Process Convergence Evaluation

Task	Description	Principal-In-Charge \$275.00	Project Manager \$183.94	Director \$262.81	Project Administrator \$57.27	Principal Consultant II \$247.35	Director \$262.81	Principal Consultant II \$247.35	Principal Consultant II \$241.44	Principal Consultant I \$189.27	Management Consultant II \$115.62	Management Consultant I \$104.09	Principal Consultant \$161.24	Labor Cost	Subconsultant Cost	ODC Cost	Total Cost	
00100	Project Management-Phase 1	72	300	60	100	0	0	0	0	0	60	280	0	\$ 132,562.16	\$ -	\$ 105,973.05	\$ 238,536.11	
00101	Task 1.1 - Project Initiation	8	100	16	0	0	16	40	100	8	100	100	8	\$ 87,905.42	\$ 25,899.12	\$ -	\$ 113,804.54	
00102	Task 1.2 - Benchmarking and KPI Development	0	120	0	0	24	40	40	180	0	200	200	100	\$ 152,160.23	\$ 90,850.12	\$ -	\$ 243,019.35	
00103	Task 1.3 - Gap Analysis	8	60	0	0	16	20	40	100	0	180	110	60	\$ 98,221.60	\$ 16,050.12	\$ -	\$ 112,280.72	
00104	Task 1.4 - As-Is Process Analysis	16	160	0	0	24	8	70	60	0	180	320	180	\$ 161,667.45	\$ 127,510.39	\$ -	\$ 289,197.84	
00105	Task 1.5 - Future State Vision Development	32	190	0	0	24	40	70	150	200	100	260	120	\$ 209,775.06	\$ 116,060.83	\$ -	\$ 325,836.79	
00106	Task 1.6 - To-Be Solution Development Support	0	180	0	0	32	0	40	80	100	100	220	180	\$ 152,646.88	\$ 71,084.32	\$ -	\$ 223,731.21	
00107	Task 1.7 - Organizational Change Management Planning	16	96	0	0	24	20	20	40	0	128	128	0	\$ 76,088.45	\$ -	\$ -	\$ 76,088.45	
														Total \$	1,069,046.15	\$ 447,472.90	\$ 105,973.95	\$ 1,622,493.00

### Hours and Fee for Phase 2 - Business Practices Requirements Validation and Phase 3 - Business Practices Adoption

Task	Description	Principal-In-Charge \$275.00	Project Manager \$183.94	Director \$262.81	Principal Consultant II \$247.35	Management Consultant I \$104.09	Labor Cost	Subconsultant Cost	ODC Cost	Total Cost
00200	Project Management-Phase 2 and 3	0	576	0	0	0	\$ 105,952.19	\$ -	\$ -	\$ 105,952.19
00201	Task 2.1 - Value Management	60	360	144	144	600	\$ 243,576.44	\$ 110,938.65	\$ 33,308.36	\$ 387,823.46
00301	Task 3.1 - Business Practices Adoption Report	32	380	96	160	500	\$ 218,342.58	\$ 126,997.77	\$ 24,552.00	\$ 369,892.35
							\$ 567,871.21	\$ 237,936.43	\$ 57,860.36	\$ 863,668.00

**Subcontractor Fee Breakdown**

**Subcontractor Fee for Phase 1 - Business Process Convergence Evaluation**

<b>Subcontractor Costs</b>					
<b>Task</b>	<b>Description</b>	<b>Proteus</b>	<b>CFO Network</b>	<b>Parc Civil</b>	<b>Total</b>
00100	Project Management-Phase 1	\$ -	\$ -	\$ -	\$ -
00101	Task 1.1 - Project Initiation	\$ 5,825.22	\$ 20,073.90	\$ -	\$ 25,899.12
00102	Task 1.2 - Benchmarking and KPI Development	\$ -	\$ 16,059.12	\$ 74,800.00	\$ 90,859.12
00103	Task 1.3 - Gap Analysis	\$ -	\$ 16,059.12	\$ -	\$ 16,059.12
00104	Task 1.4 - As-Is Process Analysis	\$ 63,273.91	\$ 64,236.48	\$ -	\$ 127,510.39
00105	Task 1.5 - Future State Vision Development	\$ 51,824.35	\$ 64,236.48	\$ -	\$ 116,060.83
00106	Task 1.6 - To-Be Solution Development Support	\$ 34,951.30	\$ 36,133.02	\$ -	\$ 71,084.32
00107	Task 1.7 - Organizational Change Management Planning	\$ -	\$ -	\$ -	\$ -
<b>Total Subcontractor Costs</b>		<b>\$ 155,874.78</b>	<b>\$ 216,798.12</b>	<b>\$ 74,800.00</b>	<b>\$ 447,472.90</b>

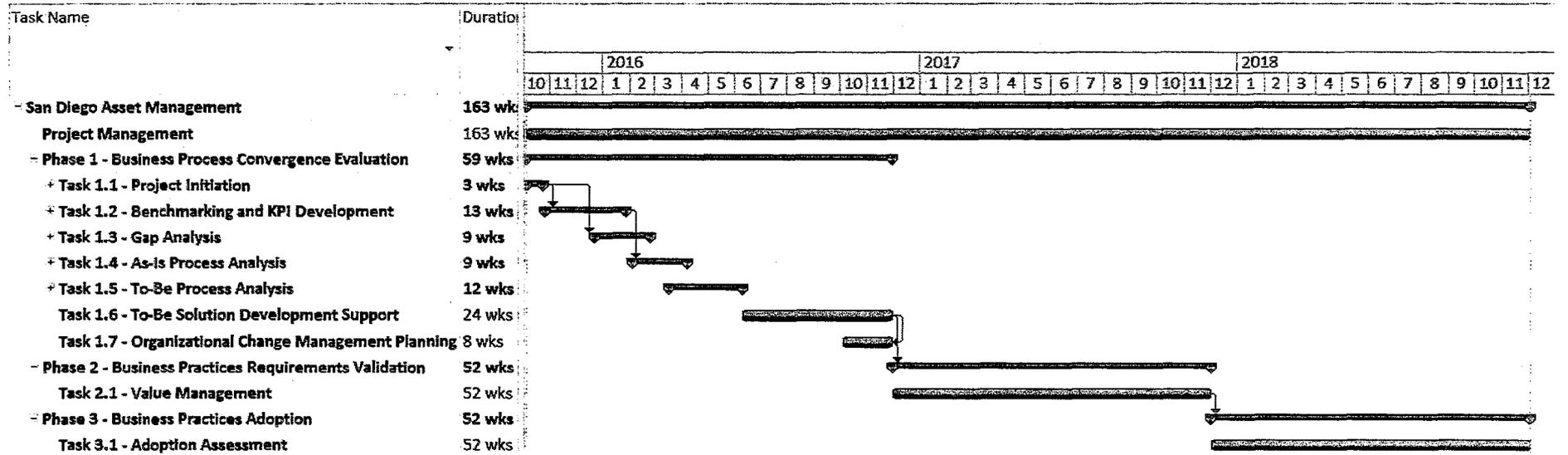
**Subcontractor Fee for Phase 2 - Business Practices Requirements Validation and Phase 3 - Business Practices Adoption**

<b>Subcontractor Costs</b>				
<b>Task</b>	<b>Description</b>	<b>Proteus</b>	<b>CFO Network</b>	<b>Total</b>
00200	Project Management-Phase 2 and 3	\$ -	\$ -	\$ -
00201	Task 2.1 - Value Management	\$ 46,702.17	\$ 64,236.48	\$ 110,938.65
00301	Task 3.1 - Business Practices Adoption Report	\$ 46,702.17	\$ 80,295.60	\$ 126,997.77
<b>Total Subcontractor Costs</b>		<b>\$ 93,404.35</b>	<b>\$ 144,532.08</b>	<b>\$ 237,936.43</b>

Exhibit B

## **Exhibit C – TIME SCHEDULE**

# Preliminary Project Schedule



## Schedule and Fee Assumptions

## Exhibit C

- The ARCADIS team project staff will work both on-site at City facilities and off-site, as required, to meet project requirements. The City will provide suitable workspace, including printing, copying, phone and Internet connection, for ARCADIS project team members (up to 10).
- The City will provide appropriate access to their data and systems as needed to accomplish the project objectives.
- Resources knowledgeable in the City processes and current systems will be available to work with ARCADIS as needed to achieve project objectives.
- City will provide available background information and system documentation as required to perform the project work.
- City will review and provide comments to draft deliverables within 10 business days of receipt of the draft or the completion of the deliverable review meeting.
- All Phase 1 ODCs have been shown under the project management task, but will be used to support the execution of all Phase 1 tasks.
- The EAM Systems Integrator will be responsible for leading the Blueprinting activities and for developing Blueprinting deliverables, except for those deliverables identified in this Statement of Work. It is assumed in this Statement of Works that the Blueprinting activities will take 24 weeks to complete.
- ARCADIS will not program or build KPI/PPI reports or on-line dashboards within the SAP transactional system (e.g. SAP ECC) or related reporting systems (BW); ARCADIS will work with the SAP System Integrator to design the required reports and on-line dashboards, and the SAP System Integrator will be responsible for programming the agreed upon reports and on-line dashboards within the SAP system or related reporting systems. ARCADIS will compile the necessary information from the financial and operational reports, package, and generate the deliverables identified in this document.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I. **City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*

II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

III. **Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

IV. **Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

- A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:
1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

- a. 20% participation – 5 points
  - b. 25% participation – 10 points
  - c. SLBE or ELBE as prime contractor – 12 points
2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
- C. Commitment Letters. Consultant shall also submit Subcontractor Commitment Letters on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of services, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, Contract Activity Reports (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.
- V. **Demonstrated Commitment to Equal Opportunity**. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.
- A. Consultants are required to submit the following information with their proposals:
1. **Outreach Efforts**. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
  2. **Past Participation Levels**. The Consultant shall list all Subcontractor and Supplier past participation levels on each project (preferably in the City or County of San Diego) in response to Section 6.2.3 of the RFP by using the Past Participation List (Attachment DD). Include the name of project, type of project, value of project, Subcontractor and Supplier firm name, Subcontract amount and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Other Business Enterprise (OBE), Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). To receive credit for past participation levels by certified firms, Consultant shall provide copies of all listed consultant's certifications with the Proposal.
  3. **Equal Opportunity Employment**. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.

4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

## VI. Definitions.

Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

"**Other Business Enterprise**" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

"**Emerging Local Business Enterprise**" (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- \$1.5 million – Trucking
- \$1.0 million – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**“Local Business Enterprise” (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**“Small Local Business Enterprise” (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$3.0 million – Trucking
- \$2.0 million – Professional Services and Architect/Engineering\*

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the income requirements to be defined as a Small Local Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**VII. Certification.**

Below are the EOCP – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

**VIII. List of Attachments.**

- AA. Work Force Report**
- BB. Subcontractors List**
- CC. Contract Activity Report**
- DD. Consultant Past Participation List**



City of San Diego  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
 1010 Second Avenue • Suite 1400 • MS 614C • San Diego, CA 92101  
 Phone: (619) 533-3450 • Fax: (619) 533-3633

**WORK FORCE REPORT**

**ADMINISTRATIVE**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**CONTRACTOR IDENTIFICATION**

Type of Contractor:       Construction       Vendor/Supplier       Financial Institution       Lessee/Lessor  
     Consultant       Grant Recipient       Insurance Company       Other

Name of Company: ARCADIS U.S., Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 630 Plaza Drive, Suite 100

City Highlands Ranch County Douglas State CO Zip 80129

Telephone Number: (720) 344-3500 FAX Number: (720) 344-3535

Name of Company CEO: John F. Jastrem

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: See Attached

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Type of Business: Consultancy, engineering, project & mgmt svcs. Type of License: B1999003117

The Company has appointed: Sarah Schaiper

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 630 Plaza Drive, Suite 100, Highlands Ranch, CO 80129

Telephone Number: (720) 334-3798 FAX Number: (720) 344-3535

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of ARCADIS U.S., Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 14<sup>th</sup> day of May, 2015.

Myra Cantarella Kay  
 (Authorized Signature)

Myra Cantarella Kay  
 (Print Authorized Signature)

**OFFICE LOCATIONS in SAN DIEGO COUNTY**

1525 Faraday Avenue  
Suite 290  
Carlsbad CA 92008  
Phone #: 760-602-3800  
Fax #: 760-602-3838

9620 Chesapeake Drive  
Suite 106  
San Diego CA 92123  
Phone #: 858-278-2716  
Fax #: 858-278-2771

WORK FORCE REPORT - NAME OF FIRM: ARCADIS U.S., Inc.

DATE: 5/14/2015

OFFICE(S) or BRANCH(ES): SAN Diego AND Carlsbad, CA COUNTY: SAN Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial	0	0	1	0	0	0	0	0	0	0	7	0	0
Professional	2	1	1	0	3	0	0	0	0	0	16	1	0	0
A&E, Science, Computer														
Technical	0	0	1	0	0	0	0	0	0	0	1	0	0	0
Sales														
Administrative Support	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	1	3	0	3	1	0	0	0	0	24	1	0	0
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Grand Total All Employees 35

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - NAME OF FIRM: ARCADIS U.S., Inc.

DATE: 5/14/2015

OFFICE(S) or BRANCH(ES): Tampa, FL

COUNTY: Hillsborough

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	0	2	0	0	0	0	0	0	0	8	1	0	0
Professional	1	2	7	3	2	2	0	0	0	0	28	22	1	0
A&E, Science, Computer														
Technical	0	0	2	0	0	0	0	0	0	0	5	1	0	0
Sales														
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	2	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	2	11	3	2	2	0	0	0	0	4	26	1	0
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Grand Total All Employees 90

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - NAME OF FIRM: ARCADIS U.S., Inc.

DATE: 5/14/2015

OFFICE(S) or BRANCH(ES): San Francisco, CA

COUNTY: San Mateo

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial	0	0	0	0	0	0	0	0	0	0	2	1	0
Professional	0	0	0	0	1	3	0	0	0	0	14	16	0	1
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales														
Administrative Support	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	1	0	1	1	3	0	0	0	0	16	17	0	1
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Grand Total All Employees 40

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - NAME OF FIRM: ARCADIS U.S., Inc.

DATE: 5/14/2015

OFFICE(S) or BRANCH(ES): Phoenix, AZ COUNTY: Maricopa

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial	0	0	2	0	1	0	0	0	0	0	19	3	0
Professional	2	2	7	5	3	5	2	1	0	0	41	20	0	0
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	4	1	0	0
Sales														
Administrative Support	0	0	0	0	0	0	0	0	0	0	2	5	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	2	9	6	4	5	2	1	0	0	66	29	0	0
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Grand Total All Employees 126

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - NAME OF FIRM: ARCADIS U.S., Inc.

DATE: 5/14/2015

OFFICE(S) or BRANCH(ES): Los Angeles, CA

COUNTY: Los Angeles

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	4	1	2	1	0	0	0	0	16	3	0	0
Professional	3	1	6	3	4	3	0	0	0	0	23	6	0	1
A&E, Science, Computer														
Technical	0	0	0	0	0	1	0	0	0	0	1	1	0	0
Sales														
Administrative Support	0	0	0	1	0	1	0	0	0	0	0	3	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	3	1	10	5	6	6	0	0	0	0	40	13	0	1
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Grand Total All Employees 85

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - NAME OF FIRM: ARCADIS U.S., Inc.

DATE: 5/14/2015

OFFICE(S) or BRANCH(ES): Irvine, CA

COUNTY: Orange county

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	1	1	1	3	1	0	0	0	0	12	3	0	0
Professional	2	0	6	2	8	5	0	0	0	0	44	24	2	0
A&E, Science, Computer														
Technical	0	0	2	0	0	0	0	0	0	0	11	1	1	0
Sales														
Administrative Support	0	0	1	2	0	0	0	0	0	0	0	3	0	1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	1	10	5	11	6	0	0	0	0	67	31	3	1
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Grand Total All Employees 137

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - NAME OF FIRM: ARCADIS U.S., Inc.

DATE: 5/14/2015

OFFICE(S) or BRANCH(ES): Cleveland, OH

COUNTY: Cuyahoga

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	0	0	0	0	0	4	0	0	0
Professional	1	0	0	0	2	0	0	0	0	0	15	7	0	0
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	6	0	0	1
Sales														
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	2	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	0	0	0	2	0	0	0	0	0	0	25	9	0	1
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Grand Total All Employees 37

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT - NAME OF FIRM: ARCADIS U.S., Inc.

DATE: 5/14/2015

OFFICE(S) or BRANCH(ES): Arlington, VA

COUNTY: Arlington

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	0	1	0	0	0	0	0	6	1	0	0
Professional	2	1	2	3	1	2	0	0	0	0	14	12	1	1
A&E, Science, Computer														
Technical	0	0	0	0	0	0	0	0	0	0	1	2	0	0
Sales														
Administrative Support	0	1	0	0	0	0	0	0	0	0	0	1	0	0
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	3	3	2	2	0	0	0	0	21	16	1	1
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Grand Total All Employees 53

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors													
Volunteers													
Artists													

## SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors must also list participation by any MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that are certified by the City as local businesses shall be counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of services, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Jan Bond Inc. DBA CFO Network 10884 Caminito Arcada; San Diego, CA 92131	Business analysis/project management consulting	10%	ELBE	City of San Diego
Proteus Consulting 4087 Alabama Street; San Diego CA 92104	Asset data work tasks	10%	SLBE	Small Business Administration
PARC Civil, Inc. 301 Mission Ave. #202; Oceanside, CA 92054	As-needed support services	5%	ELBE	City of San Diego

List of Abbreviations:

- |  |             |
|--|-------------|
| <b>Small Local Business Enterprise</b>         | <b>SLBE</b> |
| <b>Emerging Local Business Enterprise</b>      | <b>ELBE</b> |
| Certified Minority Business Enterprise         | MBE*        |
| Certified Woman Business Enterprise            | WBE*        |
| Certified Disadvantaged Business Enterprise    | DBE*        |
| Certified Disabled Veteran Business Enterprise | DVBE*       |
| Other Business Enterprise                      | OBE*        |

\* Listed for informational purposes only.

\*\* Consultant shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Consultant Requirements.



**CONSULTANT PAST PARTICIPATION LIST**

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: As-needed Pipeline Condition Assessment - Task 3, El Monte Pipeline Inspection and Condition Assessment  
 TYPE OF PROJECT: Pipeline Assessment DOLLAR VALUE OF CONTRACT: \$2,674,638 (this includes \$225,000 of add'l services)

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>®</sup>	WHERE CERTIFIED <sup>®</sup>
Name: <u>Arrieta Construction Company</u> Address: <u>1215 North Marshall Avenue</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>619-448-7683</u>	Contractor	Pothole excavations, access to manhole vaults, pipe dewatering, traffic control	\$904,285 (34%)	ELBE, SBE	City of San Diego
Name: <u>BBC Environmental, Inc.</u> Address: <u>3593 Adams Avenue</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92116</u> Phone: <u>619-546-7165</u>	Supplier	Soils collection and testing	\$26,000 (1%)	SLBE, SBE	City of San Diego
Name: <u>Echologics</u> Address: <u>6295 Northam Drive, Unit 1</u> City: <u>Mississauga</u> State: <u>ON, Canada</u> Zip: <u>L4V 1W8</u> Phone: <u>866-324-6564</u>	Vendor	Leak and acoustic testing	\$71,648 (3%)	OBE	N/A

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.**

**CONSULTANT PAST PARTICIPATION LIST**

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: As-needed Pipeline Condition Assessment - Task 3, El Monte Pipeline Inspection and Condition Assessment  
 TYPE OF PROJECT: Pipeline Assessment DOLLAR VALUE OF CONTRACT: \$2,674,637.76 (this includes \$225,000 of add'l services)

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>o</sup>	WHERE CERTIFIED <sup>o</sup>
Name: <u>PARC Civil, Inc.</u> Address: <u>301 Mission Avenue, Suite 202</u> City: <u>Oceanside</u> State: <u>CA</u> Zip: <u>92054</u> Phone: <u>760-730-8618</u>	Designer	Survey services	\$189,797 (7%)	SLBE, WBE, DBE	City of San Diego, Caltrans
Name: <u>Wachs Water Services</u> Address: <u>801 Asbury Drive</u> City: <u>Buffalo Grove</u> State: <u>IL</u> Zip: <u>60089</u> Phone: <u>1-800-525-5821</u>	Vendor	Valve condition assessment	\$27,225 (1%)	OBE	N/A
Name: <u>Southeast Engineering &amp; Consulting</u> Address: <u>421 Office Park Drive</u> City: <u>Birmingham</u> State: <u>AL</u> Zip: <u>35223</u> Phone: <u>334-740-7671</u>	Designer	Provide technical assistance with internal condition assessment	\$24,000 (1%)	OBE	N/A

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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**CONSULTANT PAST PARTICIPATION LIST**

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Asbestos Cement Water Main Replacement Program Master Plan  
 TYPE OF PROJECT: Pipeline replacement program master plan DOLLAR VALUE OF CONTRACT: \$1,998,580

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>o</sup>	WHERE CERTIFIED <sup>o</sup>
Name: <u>Corrosion Probe, Inc.</u> Address: <u>1804 Garnet Avenue, Suite 405</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92109</u> Phone: <u>512-528-0827</u>	Contractor	Perform AC pipe laboratory analysis.	\$116,150 (6%)	OBE	N/A
Name: <u>Echologics</u> Address: <u>6295 Northam Drive, Unit 1</u> City: <u>Mississauga</u> State: <u>ON Canada</u> Zip: <u>L4V 1W8</u> Phone: <u>866-324-6564</u>	Vendor	Conduct AC pipe acoustical testing and transition training.	\$630,250 (32%)	OBE	N/A
Name: <u>HDR Engineering, Inc.</u> Address: <u>8690 Balboa Ave., Suite 200</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123-1502</u> Phone: <u>858-712-8400</u>	Designer	Conduct literature review and provide project QA/QC.	\$65,000 (3%)	OBE	N/A

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.**

**CONSULTANT PAST PARTICIPATION LIST**

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Asbestos Cement Water Main Replacement Program Master Plan

TYPE OF PROJECT: Pipeline replacement program master plan

DOLLAR VALUE OF CONTRACT: \$1,998,580

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>®</sup>	WHERE CERTIFIED <sup>®</sup>
Name: <u>Hudson Safe-T-Lite</u> Address: <u>777 Gable Way</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92022</u> Phone: <u>619-441-3644</u>	Designer	Provide traffic control measure for all soil testing sites.	\$72,000 (4%)	WBE, SLBE, SBE, MBE	Department of Transportation, Supplier Clearing House, California Public Utilities Commission
Name: <u>InfraPlan, Inc.</u> Address: <u>15 Charles Street, #5A</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10014</u> Phone: <u>917-349-6386</u>	Designer	Provide statistical failure forecasting modeling and transition training.	\$101,800 (5%)	OBE	
Name: <u>PARC Civil, Inc.</u> Address: <u>301 Mission Avenue, Suite 202</u> City: <u>Oceanside</u> State: <u>CA</u> Zip: <u>92054</u> Phone: <u>760-730-8618</u>	Designer	Conduct initial site investigation and support AC pipe acoustical testing.	\$120,000 (6%)	SLBE, WBE, DBE	City of San Diego, Supplier Clearing House, Caltrans

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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**CONSULTANT PAST PARTICIPATION LIST**

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: Asbestos Cement Water Main Replacement Program Master Plan

TYPE OF PROJECT: Pipeline replacement program master plan

DOLLAR VALUE OF CONTRACT: \$1,998,580

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>o</sup>	WHERE CERTIFIED <sup>o</sup>
Name: <u>PROTEUS Consulting</u> Address: <u>4087 Alabama Street</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>858-353-2805</u>	Designer	Review safety plans and procedures relevant to all field investigation work.	\$12,000 (<1%)	WBE, DBE, SLBE, SDB, LBE, MLBE, SBE, MBE	City of San Diego, Port of Long Beach/ San Diego County Water Authority
Name: <u>BBC Environmental, Inc.</u> Address: <u>3593 Adams Avenue</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92116</u> Phone: <u>619-546-7165</u>	Supplier	Provide soil sampling services.	\$93,327 (5%)	SLBE, SBE	City of San Diego
Name: <u>Arrieta Construction Company</u> Address: <u>1215 North Marshall Avenue</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>619-448-7683</u>	Contractor	Provide AC pipe sample cutting and handling	\$31,673 (2%)	ELBE, SBE	City of San Diego

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: City of San Diego – Alvarado Water Treatment Plant Expansion Phases 1, 2, 3 and 4

TYPE OF PROJECT: On-Site Buried Piping and Treatment Plant Expansion ESTIMATED \$ VALUE OF PROJECT: Multiple projects \$19.5M

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <input type="checkbox"/>	WHERE CERTIFIED*
Aurora Industrial Hygiene 9666 Businesspark Ave, Ste. 102 San Diego, CA 92131 619-276-5901	Designer	Industrial Hygiene	\$34,469 (<1%)	SDVOSB SBE DVBE WBE/RBE	US Dept Vet. Affairs DOT CA City LA
Beyaz & Patel 16935 W. Bernardo Drive, Ste 100 San Diego, CA 92127 858-451-0374	Designer	Structural	\$901,579 (5%)	SLBE MBE	City of SD SD County Water Authority County of LA
CPM Construction Inc. PO Box 1521 Walnut, CA 91788	Designer	Cost Estimating/ Scheduling	\$84,229 (<1%)	SBE DVBE	LA Metro

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

CONSULTANT’S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: City of San Diego – Alvarado Water Treatment Plant Expansion Phases 1, 2, 3 and 4

TYPE OF PROJECT: On-Site Buried Piping and Treatment Plant Expansion ESTIMATED \$ VALUE OF PROJECT: Multiple projects \$19.5M

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <input type="checkbox"/>	WHERE CERTIFIED*
DHK Engineers, Inc. 1851 Skyhill Place Escondido, CA 92026 760-747-9553	Designer	HVAC/Noise	\$104,542 (1%)	ELBE	City of SD
Estrada Land Planning 755 Broadway Circle San Diego, CA 619-236-0143	Designer	Landscape Architecture	\$11,318 (<1%)	SLBE	City of SD
Howard Associates, Inc. 8880 Rio San Diego Drive # 350 San Diego, CA 92108 619-718-9660	Designer	Landscape Architecture	\$17,942 (<1%)	SBE	SD County Water Authority

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California’s Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

**The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.**

CONSULTANT'S PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: City of San Diego – Alvarado Water Treatment Plant Expansion Phases 1, 2, 3 and 4

TYPE OF PROJECT: On-Site Buried Piping and Treatment Plant Expansion ESTIMATED \$ VALUE OF PROJECT: Multiple projects \$19.5M

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <input type="checkbox"/>	WHERE CERTIFIED*
Marum Partnership 10664 Weatherhill Court San Diego, CA 92131 619-992-9533	Designer	Landscape	\$27,417 (<1%)	ELBE/WBE	City of SD
Platt/Whitelaw, Inc. 4034 30 <sup>th</sup> Street San Diego, CA 92104 619-546-4326	Designer	Architectural	\$89,957 (<1%)	SLBE WBE	City of SD Caltrans
Richard Brady & Associates, Inc. 3710 Ruffin Road San Diego, CA 92123 858-496-0500	Designer	Mechanical/Civil	\$1,811,823 (9%)	DBE MBE	DOT Supplier Clearing House

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design Professional shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

**The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.**

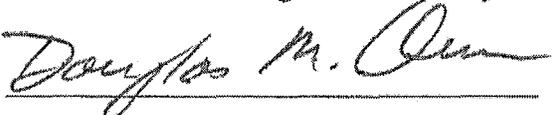
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Enterprise Asset Management System for the Office of the Deputy Chief  
Operating Officer  
Contract Number: H156491

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

ARCADIS U.S., Inc.  
Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed   
Printed Name Douglas M. Owen, PE, BCEE, ENV SP  
Title Executive Vice President/Principal-in-Charge  
Date July 15, 2015

**CITY OF SAN DIEGO**  
**Consultant Performance Evaluation**

**EXHIBIT F**

The purpose of this form is to provide historical data to City staff when selecting consultants.

**Section I**

1. PROJECT DATA		2. CONSULTANT DATA																	
1a. Project (title, location):  1b. Brief Description:  1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant:  2b. Consultant's Project Manager: Phone: (____) _____																		
3. CITY DEPARTMENT RESPONSIBLE																			
3a. Department (include Division):	3b. Project Manager (address & phone):  Phone: (____) _____																		
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/> )																			
<b>4. Design Phase</b> Agreement Date: _____ Resolution #: R- _____ Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____ 4c. Current Amendment: \$ _____ / Number: _____ 4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																			
4d. Type of Work (design, study, as-needed services, etc.):	4e. Key Design Phase Completion Dates:  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">% of Design Phase Completion</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	Final Construction Est. Completion: _____ Actual Completion: _____
% of Design Phase Completion	%	%	100%																
Agreed Delivery Date:	_____	_____	_____																
Actual Delivery Date:	_____	_____	_____																
Acceptance of Plans/Specs.:	_____	_____	_____																
<b>5. Construction Support</b> 5a. Contractor _____ Phone (____) _____ (name and address) 5b. Superintendent _____																			
5c. Notice to Proceed _____ (date)  5d. Working days _____ (number)  5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changed Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																		
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/> )																			
6a. Quality of Plans/Specifications/As-Built Compliance with Contract & Budget Responsiveness to City Staff  6b. Overall Rating _____	Excellent <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Satisfactory <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Poor <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																
7. AUTHORIZING SIGNATURES																			
7a. Project Manager _____  7b. Section Head _____	Date _____  Date _____																		

Section II					SPECIFIC RATING				
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	NA
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As-Built drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET	EXCELLENT	SATISFACTORY	POOR	NA	Resolution of Field problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reasonable agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness in notifying City of major issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section III SUPPLEMENTAL INFORMATION**  
 (Please ensure to attach additional documentation as needed.)

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

(\*Supporting documentation attached: Yes  No )

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

Enterprise Asset management System (H156491)

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**B. BIDDER/CONTRACTOR INFORMATION:**

ARCADIS U.S., Inc.

Legal Name	1525 Faraday Avenue, Suite 290	Carlsbad	DBA CA	92008
Street Address	Doug Owen, Executive Vice President	City 760.602.3807	State 760.602.3838	Zip
Contact Person, Title		Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?

Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: 10 / 09 / 1997 State of incorporation: Delaware

List corporation's current officers: ~~President~~ CEO - John F. Jastrem  
~~Secretary~~ COO - Joachim Ebert  
Secretary: Jody K. Debs  
~~Treasurer~~ Executive Vice President/CFO - Peter G. Dyke

Is your firm a publicly traded corporation?  **Yes**  **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

See Attachment A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_/\_\_\_/\_\_\_

List each firm in the joint venture and its percentage of ownership:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?  
 Yes       No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*.  
 Update of prior *Contractor Standards Pledge of Compliance* dated 03 / 28 / 2014.

**Complete all questions and sign below. Each Pledge of Compliance Attachment "A" page must be signed.**

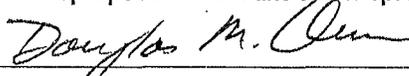
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Douglas M. Owen, PE, BCEE, ENV SP

Executive Vice President/Chief Technical Officer

  
 Signature

June 5, 2015

Date

Print Name, Title

City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS

*Pledge of Compliance Attachment "A"*

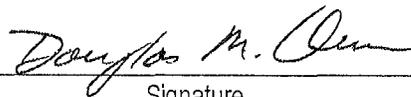
Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

D. BUSINESS ORGANIZATION/STRUCTURE: ARCADIS U.S., Inc., is a 100% wholly owned subsidiary of ARCADIS North America, a Colorado General Partnership located at Gustav Mahlerplein 97-103, 1082 MS, Amsterdam, The Netherlands, whose partners are ARCADIS N.V. (99%) and ARCADIS USA B.V. (1%). ARCADIS USA B.V. is a wholly owned subsidiary of ARCADIS N.V.; ARCADIS N.V. is a publicly traded Netherlands company with its shares traded on the EuroNext exchange. ARCADIS N.V.'s only shareholder holding more than 10% interest is the Lovinklaan Foundation, a private Dutch foundation that manages the shares held by the employees of ARCADIS.

F. PERFORMANCE HISTORY, Question 2: As with any large consulting firm, ARCADIS has had contracts terminated prior to completion for a variety of reasons. These contract changes are the result of many factors, including but not limited to: changes in client funding; regulatory closure; changes in client subcontracting/procurement due to restructuring or consolidation of suppliers; changes within ARCADIS; and, on occasion, dissatisfaction with performance or perceived non-performance. For any project where ARCADIS is asked to terminate work, we work with the client to ensure the transition is professional and seamless, ARCADIS does not maintain a formal list of projects/contracts that have been terminated.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Douglas M. Owen, PE, BCEE, ENV SP  
Executive Vice President/Chief Technical Officer



June 5, 2015

Print Name, Title

Signature

Date

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
***Pledge of Compliance Attachment "A"***

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

**G. COMPLIANCE,**

Question 1:

**LICENSING/VIOLATIONS**

**OSHA Citations**

CT OSHA – "Other": OSHA office in Hartford, Connecticut issued a citation to ARCADIS on April 6, 2011 (Inspection No. 314403783). In February of 2011, ARCADIS was asked by its municipal client to provide emergency assistance in managing the client's efforts to remove snow from the roofs of its buildings. An ARCADIS employee went on the roof of a building to inspect snow depth. While the OSHA inspector noted that the employee wore all of the appropriate protective equipment, the inspector alleged that the employee was too close to the sides of the building and issued a citation for inadequate fall protection. While ARCADIS did not agree with the inspector's findings, because no fines or penalties were imposed and for matters of convenience, ARCADIS accepted and did not challenge the citation which was downgraded to the category of "Other". All alleged issues identified in the citation were addressed the day of the inspection.

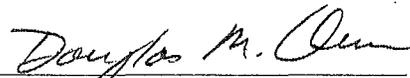
MIOSHA – "Other": In September 2010, ARCADIS was issued an "Other" citation by Michigan OSHA. The citation, regarding an aerial lift, noted: "A permit was not carried by the operator or was not available at the jobsite." The employee had the proper training, but did not have a permit on his person. The issue was resolved shortly thereafter. Given the nature of the violation and ARCADIS' cooperation with MIOSHA and abatement, no penalties or fines were assessed and the matter is closed.

**NOVs**

City of Atlanta NOV: On October 4, 2010, the City of Atlanta issued a Notice of Violation (NOV) to ARCADIS alleging an impermissible discharge of effluent into the City's storm sewer system from a small-scale wastewater treatment plant that ARCADIS was operating. ARCADIS subsequently met with the City officials and provided all requested information and outlined its plan to prevent any future incidents. The City deemed ARCADIS' response acceptable.

**Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.**

Douglas M. Owen, PE, BCEE, ENV SP  
Executive Vice President/Chief Technical Officer  
Print Name, Title

  
Signature

June 5, 2015  
Date

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
***Pledge of Compliance Attachment "A"***

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

G. COMPLIANCE,  
Question 1:

**LICENSING/VIOLATIONS**

**Consent Decrees**

State of Ohio v. ARCADIS, U.S., Inc. (CV-11-752933, Cuyahoga County, OH): On April 8, 2011, the Ohio EPA filed a lawsuit against ARCADIS regarding claims arising out of two different train derailments that occurred on December 20, 2007 and December 20, 2008. ARCADIS was acting as a first responder environmental clean-up contractor for its client, CSX. The State alleged that ARCADIS' emergency remediation activities resulted in a discharge of wastes into waters of the State. ARCADIS disputed those allegations during the course of settlement discussions that have occurred with the State throughout 2010. In April 2011, ARCADIS and the State agreed in principle to a Consent Decree outlining the terms of the settlement between the parties. Under the terms of the Consent Decree, ARCADIS expressly denied and did not admit any of the allegations of the State. ARCADIS agreed to pay \$60,000 in settlement of claims, not as an admission of fault, but instead based on an internal business determination that the cost of settlement would be less expensive than the cost of defending the lawsuit.

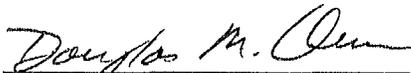
**Other Citations/NOVs**

City of Las Vegas, NV Notice of Violation: On August 2, 2011, the City of Las Vegas issued a Notice of Violation against ARCADIS for failure to maintain a valid City business license. Upon receipt of the notice, ARCADIS immediately updated its business licenses and paid a \$50 reinstatement fee.

City of Cicero, IL Citations: On April 4, 2011 the City of Cicero, IL issued two citations against ARCADIS, one for failure to have the appropriate building permit (Citation No. AO 250962) and the other for failure to have a local business (Citation NO. AO 250009). ARCADIS did not believe the particular license and permits were required on the project. Upon issuance of the citation, ARCADIS immediately proceeded to obtain the appropriate licenses and permits and paid a nominal fine.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Douglas M. Owen, PE, BCEE, ENV SP  
Executive Vice President/Chief Technical Officer  
Print Name, Title

  
Signature

June 5, 2015  
Date

**INSTRUCTION SHEET FOR  
DISCLOSURE DETERMINATION FOR CONSULTANT  
(Form CC-1671)**

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

[www.sandiego.gov/city-clerk/elections/eid/codes.shtml](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

DISCLOSURE DETERMINATION FOR CONSULTANT

\*Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.

- 1. Department / Board / Commission / Agency Name: Office of the DCOO, Infrastructure/Public Works
2. Name of Specific Consultant & Company: Arcadis U.S., Inc.
3. Address, City, State, ZIP: 1525 Faraday Avenue, Suite 290 Carlsbad, CA 92008
4. Project Title (as shown on 1472, "Request for Council Action"): Enterprise Asset Management (EAM) Project
5. Consultant Duties for Project: Business Process Consulting Services

6. Disclosure Determination [select applicable disclosure requirement]:

[X] Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

- or -

[ ] Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

[ ] Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

[ ] Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

Blank lines for listing specific economic interests.

By: Paz Gomez, DCOO, Infrastructure/Public Works

9/23/15 [Date]

## **EXHIBIT H**

*Once completed, with all questions answered and an authorized signature affixed, please forward the original form to the City Clerk's Office, MS 2A. Keep a copy with the contract.*

**DEFINITION OF “CONSULTANT”**

2 California Code of Regulations defines a “consultant” as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
  - 1. Approve a rate, rule or regulation;
  - 2. Adopt or enforce a law;
  - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  - 6. Grant City approval to a plan, design, report, study, or similar item;
  - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
  
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

An individual “serves in a staff capacity” if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a “staff capacity.” The length of the individual’s service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City’s conflict of interest code.

An individual “participates in making a governmental decision” if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

**EQUAL BENEFITS ORDINANCE**  
**CERTIFICATION OF COMPLIANCE**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

Company Name: ARCADIS U.S., Inc.	Contact Name: Doug Owen
Company Address: 630 Plaza Drive; Highlands Ranch, CO 80129	Contact Phone: 760.602.3807
	Contact Email: doug.owen@arcadis-us.com

**CONTRACT INFORMATION**

Contract Title: Enterprise Asset Management System for the Office of the Deputy Chief Operating Officer	Start Date:
Contract Number (if no number, state location): H156491	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Douglas M. Owen, PE, BCEE, ENV SP/  
 Executive Vice President/Principal-in-Charge

*Douglas M. Owen*  
 Signature

July 15, 2015  
 Date

Name/Title of Signatory

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: EBO Analyst:  Approved  Not Approved – Reason:

**REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

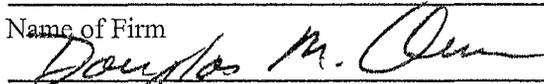
If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

ARCADIS U.S., Inc.

Name of Firm



Signature of Authorized Representative

Douglas M. Owen, PE, BCEE, ENV SP

Printed/Typed Name

June 5, 2015

Date

**CONSULTANT CERTIFICATION**

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**AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

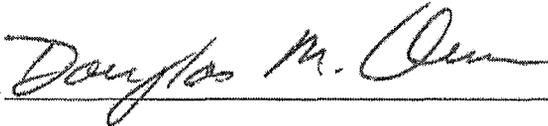
**PROJECT TITLE:** Enterprise Asset Management System for the Office of the Deputy Chief  
**Operating Officer; Contract Number:** H156491

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

ARCADIS U.S., Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed 

Printed Name Douglas M. Owen, PE, BCEE, ENV SP

Title Executive Vice President/Principal-in-Charge