

- First**
- Second**
- Third**

Amendment to Standard City of San José Consultant Agreement (Non-Capital Projects)

Consultant's Name: ARUP North America Ltd.

(Standard Agreement AC No. OC-000468-000)

This Amendment is made and entered into the date of full execution by the City. The City and Consultant amend the above-referenced agreement as set forth herein.

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1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. **Agreement Term:** Section 2 is amended to extend the expiration date from _____ to _____.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$_____ to \$_____.
 6. **Agreement Section(s):** Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
 7. **Scope of Basic Services – Exhibit A:** The original First Revised Second Revised Exhibit A is amended to read as set forth in the attached First Second Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. **Compensation – Exhibit B:** The original First Revised Second Revised Exhibit B is amended to read as set forth in the attached First Second Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José



Email: john.ristow@sanjoseca.gov

Date Signed: 06/29/2022 GMT-07:00

By _____

Name: John Ristow **Date**

Title: Director of Transportation

Approval as to Form (City Attorney):

Approved as to Form:



Email: aaron.yu@sanjoseca.gov

Date Signed: 06/29/2022 GMT-07:00

Name: Aaron Yu **Date**

Title: Deputy City Attorney

Consultant

Email: ignacio.barandiaran@arup.com

Date Signed: 06/30/2022 GMT+12:00

By _____

Name: Ignacio Barandiaran **Date**

Title:

First

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Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

This revised Exhibit A is an attachment to the First Second Third amendment to Agreement.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

1. Paragraph C of Task No. 1, entitled “RFP Development” is amended to read as follows:

“C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

On or before the following date: May 10, 2022, but in no event later than the Contract’s Expiration Date.”

2. Task No. 2, entitled “Evaluation of RFP Bids and Selection of Preferred Bidder” is restated in its entirety to read as follows:

“Task No.2: Evaluation Guidelines, Evaluation of RFP Bids, and Selection of Preferred Bidder

A. Services: Consultant shall provide the following services between the advertisement of the RFP and award of the contract.

- a. Development of Proposal evaluation guidelines and preparation of an “Evaluation Protocol Report”. The deliverable also consists of a training session on the use of the guidelines set forth in the Evaluation Protocol Report for the RFP’s “Evaluation Panel” members and for the second-tier support reviewers (SMEs -Subject Matter Experts).

Preliminary Table of Contents:

1. Introduction
2. Overview Of Evaluation Procedures
3. Rules Applicable To All Participants In Evaluation Process
4. Receiving And Processing Of Proposals
5. Steering Committee
6. Clarification Requests
7. Announcement
8. Evaluation Timeline
9. Schedules:
 - Schedule 1 – Conflict Of Interest & Confidentiality Guideline & Certification
 - Schedule 2 – Responsiveness & Pass/Fail Checklist
 - Schedule 2.1 – References check questionnaire
 - Schedule 3 – Scoring Determination Forms

b. After the RFP’s advertisement period ends, Consultant shall support City and the Evaluation Panel in evaluating the Proposals by providing the following services:

1. SME Proposal review and scoring guidance to the Evaluation Panel for the Technical and Commercial portion of the submittals for responsiveness and the pass/fail (“P/F”) criteria review;
2. SME Proposal review and scoring guidance to Evaluation Panel for the Team portion of the submittals’ scored review;
3. SME Proposal review and scoring guidance to the Evaluation Panel for the Technical and Commercial portion of the submittals’ scored review;

4. SME Proposal review and scoring guidance to the Evaluation Panel for the Financial portion of the submittals' scored review;
5. Guidance to the Evaluation Panel for assigning a Total Proposal Score utilizing the submittal forms provided in the RFP, as indicated in the Evaluation Protocol Report;
6. Participation in interviews; and
7. Coordination with City's staff in charge of the Administrative portion of the submittals' P/F criteria review and assessment.

Note: Consultant's Proposal review and scoring guidance will also consist of:

- Review of applicable submittals by relevant SMEs
 - Using submittal forms provided in the RFP, as indicated in Evaluation Protocol Report, and provide recommended P/F or numerical scores along with supporting evidence (in the form of strengths/weaknesses and industry benchmarks, where appropriate).
 - SMEs to participate in meetings with the Evaluation Panel to discuss recommendations.
- c. Ridership Study Update: Consultant will review and update the previous high-level Airport ridership estimates to account for changes in background conditions. Consultant will then provide updated high-level estimates for future overall growth in Airport demand, as well as potential mode share capture by the San José Airport Connector and resulting future typical peak day and typical peak hour ridership demand estimates for Airport Connector.
 - d. Recommendation to Council:

Consultant will support City and the Evaluation Panel in the final procurement stages through to their final recommendation on the Preferred Proposer(s) to be selected. Consultant will perform this task from the completion of evaluation to the actual selection of Preferred Proposer(s). Consultant will also assist City in the preparation of supporting material, preparing presentations and providing attendance for internal (City Administration) selection meetings and City Council meetings for approval of the Preferred Bidder(s).

B. Deliverables:

- a. Evaluation Protocol Report and training workshop
- b. Evaluation Panel support and guidance memo(s) and analysis based on Proposal review
- c. Responsive determination for each Proposal received
- d. Memos and meeting participation
- e. An updated Ridership Study Update report summarizing findings of the sStudy, up to 4 travel demand scenarios based on varying SJC enplanements and high speed rail iming assumptions, and two (2) scenarios for future SJC enplanements (as provided by SJC)

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: December 31, 2022, but in no event later than the Contract's Expiration Date."

3. Paragraph C of Task No. 3, entitled "Negotiation Support for Entering into the PDA" is amended to read as follows:

"C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: no later than the Contract's Expiration Date."

4. Paragraph C of Task No. 4, entitled “Project Development in PSA Phase” is amended to read as follows:

“C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

On or before the following date: no later than the Contract’s Expiration Date.”

First **Second** **Third** **Revised Exhibit B: Compensation (Non-Capital Projects)**

This revised Exhibit B is an attachment to the **First** **Second** **Third** amendment to the Agreement.

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services				
Column 1	Column 2		Column 3	Column 4
Task Nos.	Basis of Compensation		Invoice Period	Compensation
1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$425,000
2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$455,000
3	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
4	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses				
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:		\$
Part 3 – Subconsultant Costs				
<input type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.		<input checked="" type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:		\$500,000
Part 4 – Additional Services				
<input type="checkbox"/> No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.		<input checked="" type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:		\$ 1,545,000
Maximum Total Compensation (sum of Parts 1 through 4):				\$2,945,000

Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- The following is the Schedule of Rates and Charges applicable to this Agreement:

Notwithstanding the the original Exhibit B and Consultant’s Proposal, both of which limit the Annual Escalation Rate to 3%, or any other provision in the Agreement to the contrary, and consistent with Section 10.3.2.2, the following Consultant and Subconsultant hourly rates starting from April 1, 2022 have been escalated in accordance with CPI.

Pursuant to Section 10.3.2.2 of the Agreement, the hourly rates shall be adjusted annually based on the Consumer Price Index (“CPI”) for All Urban Consumers for the San Francisco-Oakland-Hayward area (“Area”), as published by the United States Department of Labor Bureau of Labor Statistics (“BLS”), for the month of April (“Index”), and which Area BLS may modify from time to time.

Based on the comparison of the Area’s Index for April 2021, of 309.419, to the Index for April 2022, of 324.878, the hourly rates beginning April 1, 2022 through June 30, 2023 is hereby adjusted as follows, with no increase to the total not-to-exceed amount of the Agreement:

Percentage change in CPI upon which adjustment is based: (324.878 – 309.419) / 309.419	5.00%
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	Employee Name, Title or General Classification	Hourly Rate			Fringe Benefit %	Overhead %	General Admini- stration %	Combined Indirect Cost Rate ⁵ %	Fee Profit %	Burdened / Billing Rate ⁶	2021 Rates	2022 Rates
		Straight (1x)	Overtime (1.5x)	Doubletime (2x)								
1	Principal	\$ 160.00			64.24%	133.59%		197.83%	12%	\$ 475.00	\$498.75	\$498.75
a	Aidan Hughes	\$ 156.25			64.24%	133.59%		197.83%	12%	\$ 475.00	\$498.75	\$498.75
b	Rob Jones^	\$ 107.61						230.00%	12%	\$ 397.73	\$417.72	\$417.72
c	Tim Treharne	\$ 149.04			64.24%	133.59%		197.83%	12%	\$ 475.00	\$498.75	\$498.75
d	Ignacio Barandiaran	\$ 147.60			64.24%	133.59%		197.83%	12%	\$ 475.00	\$498.75	\$498.75
2	Associate Principal	\$ 95.00			64.24%	133.59%		197.83%	12%	\$ 316.89	\$332.73	\$332.73
a	Kate White	\$ 87.02			64.24%	133.59%		197.83%	12%	\$ 290.27	\$304.78	\$304.78
b	Anthony Bruzzone	\$ 89.66			64.24%	133.59%		197.83%	12%	\$ 299.09	\$314.04	\$314.04
3	Associate	\$ 75.00			64.24%	133.59%		197.83%	12%	\$ 250.18	\$262.69	\$262.69
4	Senior Planner/Consultant II	\$ 62.00			64.24%	133.59%		197.83%	12%	\$ 206.81	\$217.15	\$217.15
a	Autumn Bernstein	\$ 60.10			64.24%	133.59%		197.83%	12%	\$ 200.46	\$210.48	\$210.48
5	Senior Planner/Consultant I	\$ 50.00			64.24%	133.59%		197.83%	12%	\$ 166.78	\$175.12	\$175.12
6	Planner/Consultant II	\$ 45.00			64.24%	133.59%		197.83%	12%	\$ 150.11	\$157.62	\$157.62
7	Planner/consultant I	\$ 40.00			64.24%	133.59%		197.83%	12%	\$ 133.43	\$140.10	\$140.10
8	Senior Project Controls	\$ 62.00			64.24%	133.59%		197.83%	12%	\$ 206.81	\$217.15	\$217.15
9	Project Controls	\$ 40.00			64.24%	133.59%		197.83%	12%	\$ 133.43	\$140.10	\$140.10
10	Project Administration	\$ 35.00			64.24%	133.59%		197.83%	12%	\$ 116.75	\$122.59	\$122.59

Annual Escalation Rate (limited to 3%) ⁵	3%	Annual Effective Date of Escalation	1-Apr
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⁵ UK Employee subject to different overhead; documentation available upon request

INSTRUCTIONS:

- 1 Identify and list all Classifications for the project, including the corresponding Maximum Hourly Rate. (See gray rows)
 - 2 Under the appropriate classification, identify and list all Key Personnel for the project, including the corresponding Actual Rates. (See white rows)
- NOTE: All key staff members must be listed. Hourly rates for Key Personnel must not exceed the applicable Maximum Hourly Rate for that Classification.
- 3 Denote all classifications subject to prevailing wage with an asterisk (*).
 - 4 Provide separate forms for subconsultant firms if the project is federally-funded, or if the subcontract exceeds \$25,000.
 - 5 Combined Indirect Cost Rate (ICR) = (Fringe Benefit % + Overhead % + General Administration %).
 - 6 Fully Burdened/ Billing rate = Hourly Rate * (1+ ICR) * (1+ Fee %).

Kimley-Horn Rates

Kimley-Horn Position	Hourly Rate (2022\$)
Principal/Sr. Technical Advisor	\$362.25
Senior Professional	\$325.50
Professional	\$241.50
Analyst	\$210.00