

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

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

Consultant's Name: Arup US., Inc.

(Standard Agreement AC No. 33022)

This Amendment is made and entered into this 2nd day of January, 2023. The City and Consultant amend the above-referenced agreement as set forth herein.

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 March 31, 2023, to May 31, 2023.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$200,000 to \$253,687.50.
 6. **Agreement Section(s):** Subsections 6.1 and 7.1 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

By



Email: sarah.zarate@sanjoseca.gov
Date: 01/02/2023 GMT

Name: Sarah Zarate
Title: Director, Office of the City Manager

Consultant

By



Email: ignacio.barandiaran@arup.com
Date: 12/23/2022 GMT

Name: Ignacio Barandiaran
Title: Principal

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form:

Attorney
Matthew Tolnay



Email: matthew.tolnay@sanjoseca.gov
Date: 12/29/2022 GMT

Name: Matthew Tolnay
Title: Deputy City Attorney

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Non-Capital Project)

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

The following subsections set forth in the original Agreement are amended as follows:

6.1 Consultant's Contract Manager and Other Staffing: Identified below are the following: (a) the Consultant's contract manager, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 ("Form 700"), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Consultant must comply with the requirements of Subsection 17.2.

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Insert Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Abigail Rolon	Phone No.: (415)623-8408	07/15/22		
Address: 560 Mission Street, Suite 700 San Francisco, CA 94105	E-mail: abigail.rolon@arup.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Alfonso Mendez	Tasks 1-8	07/14/22		
2. Eduardo Herrera	Tasks 1-8			X
3. Sheba Hafiz	Tasks 1-8			X
4. Edoardo Piano	Tasks 1-8			X
5. Natalia Sanabria	Tasks 3-8			X
6. Lu Yang	Tasks 3-8			X

7.1 Authority to Use: Whichever of the following is marked applies to this Agreement:

- The Consultant can **not** use any subconsultants without the Director's prior written approval.
- The Consultant will use the following subconsultants for the specified areas of work. The Consultant can not remove, replace, or add to any of the subconsultants identified in this provision without the Director's prior written approval.

Subconsultant's Name	Area of Work
1.	
2.	
3.	

- First**
- Second**
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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.

1. The tasks set forth in the original Exhibit A are amended as follows:

Task No. 1, entitled “Project Management,” is amended to read as follows:

- A. Services:** Consultant’s project manager (“PM”) shall make staffing assignments, review and track work progress, coordinate quality management and review procedures, and serve as the primary point of contact when communicating with the City. Consultant’s PM shall manage the budget, schedule, and invoicing. Consultant’s PM shall also manage the quality of deliverables.

Consultant shall use the document management systems used by the Regional Wastewater Facility (“RWF”) Capital Improvement Program (“CIP”). The systems included a Microsoft SharePoint site referred to as the CIP Portal.

Consultant’s deliverables shall follow and conform to the City’s templates and guidelines. The City will provide access to these templates and guidelines no later than ten (10) Business Days following the Notice to Proceed (“NTP”). The templates and guidelines available include the following:

- Alternatives Analysis Memo;
- Meeting Agenda;
- Meeting Minutes;
- Quality Management Certification;
- Report;
- Technical Memorandum; and
- Triple Bottom Line + Matrix and Net Present Value Calculator.

Consultant shall perform the following project management activities.

1. **Daily Oversight:** Consultant shall oversee the daily management of scope, deliverables, schedule, and budget.
2. **Coordination:** Consultant shall coordinate work with internal staff, subconsultants, City staff, and other City consultants as appropriate and necessary.
3. **Schedule:** Consultant shall prepare and maintain a schedule. The schedule shall adopt a work breakdown structure that reflects the scope and that is based on City Business Days for activity durations (i.e., start and finish dates) and links activities with the

appropriate logic (i.e., predecessors and successors). The schedule shall include required constraints, sequences, milestones, and a baseline to track actual progress to date and anticipated future performance. No changes shall be made to the baseline without approval from the City's Contract Manager. As appropriate, Consultant shall summarize significant changes in the updated schedule from the previous submitted schedule and propose corrective actions to mitigate negative variances (i.e., delays) to the baseline as soon as they are identified. Consultant shall update the schedule on a monthly basis and submit the updated schedule with a summary of significant changes and proposed corrective actions along with Monthly Progress Reports, as appropriate.

4. **Quality Management:** Consultant shall develop and implement a Quality Management Plan ("QMP") to support the execution of the work required by this Agreement. The QMP shall describe Consultant's overall quality management process, identify quality reviewers, and the review levels associated with each memorandum and report deliverable.

The quality management efforts that shall be addressed by Consultant in the QMP include:

- a. Coordinating work products, milestones, and staff assigned for review activities;
- b. Conducting milestone technical and readability reviews;
- c. Documenting comments and work product modifications; and
- d. Completing and submitting Quality Management Certifications with each draft and final memorandum and report deliverable.

Consultant's quality reviewers and their respective qualifications shall be identified in the QMP. Quality reviewers shall be independent (i.e., not part of Consultant's core team) and shall be qualified to provide technical reviews. Deliverables shall be reviewed by quality reviewers for technical correctness and completeness and proofread by a technical writer for readability prior to the submittal of the deliverable to the City. Consultant shall submit a Quality Management Certification signed by the quality reviewers confirming the quality review process was completed for each draft and final memorandum and report deliverable. The City may request that Consultant submit additional evidence that Consultant is following the procedures in the QMP.

Review of Past Reports and Memoranda: No later than ten (10) Business Days following the NTP, the City will provide the following reports and memoranda for Consultant to review:

- Project Memorandum on Biosolids Treatment Alternatives (dated August 2011);
- Plant Master Plan (dated November 2013);
- Biosolids Transition Strategy Report (dated December 2014);
- Biosolids Disposition Market Assessment (dated August 2019);
- Memorandum on the Biosolids Disposition Market Assessment (dated September 2019);

- Memorandum on the Dewatered Biosolids Management Strategy (dated May 2021); and
 - Memorandum on the Amended and Restated Design-Build Contract for the Digested Sludge Dewatering Facility Project (dated February 2022).
5. **Progress Meetings:** Consultant shall participate in one-hour biweekly meetings scheduled by the City's Contract Manager to discuss progress and any other issues as needed. Biweekly meetings shall be held unless otherwise determined by the City. Topics discussed shall be determined in collaboration with the City. Consultant shall prepare agendas and meeting materials in advance of the biweekly meetings and shall capture action items resulting from each biweekly meeting.
 6. **Monthly Progress Reports:** Consultant shall prepare and submit a Monthly Progress Report by the tenth of each month, unless requested otherwise by the City's Contract Manager. The Monthly Progress Report shall be a brief written summary of the progress made on each task, estimate the overall task's percent completion, and include the status of each deliverable. The Monthly Progress Report shall also include any significant issues encountered, risks, or concerns Consultant has (e.g., anticipates difficulty meeting deadline for work due within the next month for some reason beyond their control).
 7. **Monthly Invoices:** Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month, unless requested otherwise by the City's Contract Manager. The invoices shall be accompanied by the Monthly Progress Report that describes the work completed during the invoice's billing period.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. **Schedule:**
 - a. The initial schedule shall be provided no later than five (5) Business Days after the first Progress Meeting.
 - b. Updated schedules, including summaries of significant changes and proposed corrective actions as appropriate, shall be submitted along with Monthly Progress Reports.
2. **QMP:**
 - a. A draft QMP shall be provided in an electronic editable file format no later than twenty (20) Business Days following the NTP. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
 - b. The final QMP addressing City comments shall be provided as an electronic editable file and as a PDF file within five (5) Business Days after receipt of City comments.
3. A completed Quality Management Certification shall be submitted along with each draft and final memorandum and report deliverable.
4. **Progress meeting agendas, materials, and action items:**
 - a. The draft agenda and materials shall be provided in an electronic editable file format five at least two (2) Business Days in advance of the meeting date.

Consultant shall allow City at least one (1) Business Days to review, compile, and provide comments.

- b. The final agenda and materials addressing City comments shall be provided as electronic editable files and as PDF files no later than the start of the meeting.
- c. A running list capturing all action items and the status of each shall be provided in an electronic editable file format no later than one (1) Business Day after the meeting.

5. Monthly Progress Reports shall be provided as a PDF file.

6. Monthly invoices shall be provided as a PDF file with each Monthly Progress Report.

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

- On or before the following date: September 30, 2022.
- On or before ____ Business Days from _____.

Task No. 2, entitled “Alternatives Development,” is amended to read as follows:

A. Services: Consultant shall develop alternatives for a potential public-private partnership biosolids facility that further processes the RWF’s dewatered biosolids (“Project”). Alternatives considered shall include doing nothing (i.e., continue procuring short-term contracts with beneficial use service providers for the off-site management of all the RWF’s dewatered biosolids), different treatment technologies (e.g., greenhouse drying, thermal drying, thermal hydrolysis, pyrolysis, gasification, and composting), and varying capacities or throughputs.

During the development of alternatives, City shall schedule a workshop that Consultant shall facilitate and use to gather feedback on alternatives and evaluation criteria. In preparation for the workshop, Consultant shall develop a presentation that provides an overview of Consultant’s approach and methodology, scope of possible alternative, the City’s priorities, and possible evaluation criteria to rank the alternatives.

B. Deliverables: Consultant shall provide the following documents to the City’s Contract Manager.

- 1. A draft presentation shall be provided as one (1) PowerPoint file no less than six (6) Business Days before the workshop. Consultant shall allow City a minimum of five (5) Business Days to review and provide comments.

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

- On or before the following date: September 30, 2022.
- On or before ____ Business Days from _____.

Task No. 3 is amended to read as follows:

Task No. 3: Objectives Workshop

A. Services: Consultant shall facilitate a virtual workshop to define the City's Project objectives. In preparation for the workshop, Consultant shall develop a presentation that provides an overview of alternative project delivery models (i.e., different types of public-private partnerships) and propose some technical, environmental, social, economic/financial, and regulatory objectives for the Project for the City to provide feedback on. Consultant shall coordinate and meet with the City's PM to schedule and prepare for the workshop. Consultant's PM and the appropriate team members shall attend the objectives workshop.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. The final presentation provided as one (1) PowerPoint and one (1) PDF file within five (5) Business Days after the objectives workshop.
2. A Word file listing the Project and procurement objectives discussed during the workshop provided within five (5) Business Days after the objectives workshop. Consultant shall allow City a minimum of five (5) Business Days to review and provide comments.

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

- On or before the following date: November 30, 2022.
- On or before ____ Business Days from _____.

2. Exhibit A of the original Agreement is amended to include the following five (5) new tasks which are numbered and read as follows:

Task No. 4: Risk Workshop

A. Services: Consultant shall facilitate a virtual workshop to identify and allocate Project risks. In preparation for the workshop, Consultant shall develop a presentation that lists various potential risks (e.g., related to procurement, siting, permitting, design, construction, and costs/revenues) based on the objectives defined as part of Task No. 3. Consultant shall coordinate and meet with the City's PM to schedule and prepare for the workshop. Consultant's PM and the appropriate team members shall attend the risk workshop.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. The final presentation provided as one (1) PowerPoint and one (1) PDF file within three (3) Business Days after the risk workshop.
2. A Word or Excel file listing the risks discussed during the workshop that also notes which risks the City wishes to retain and which risk the City wishes to transfer provided within three (3) Business Days after the risk workshop. Consultant shall allow City a minimum of five (5) Business Days to review and provide comments.

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

- On or before the following date: December 31, 2022.
- On or before ____ Business Days from _____.

Task No. 5: Financial Feasibility of Proxy

A. Services: Consultant shall determine the financial feasibility of the Project assuming it entails the development of a thermal hydrolysis facility at the RWF that produces a liquid fertilizer as a proxy. Consultant shall consider the Project and procurement objectives defined as part of Task No. 3 as well as the risk allocation completed as part of Task No. 4 when calculating the proxy's financial feasibility. Consultant shall also develop rough order of magnitude estimates for the proxy's capital and operating expenses. Consultant shall coordinate and meet with the City's PM and Brown and Caldwell (a consultant to the City under a separate agreement) when determining the proxy's financial feasibility.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. Presentation on Proxy's Financial Feasibility
 - a. A draft presentation summarizing the proxy's estimated capital and operating expenses and type of public-private partnership shall be provided as one (1) PowerPoint file. Consultant shall allow City a minimum of ten (10) Business Days to review and provide comments.
 - b. The final presentation addressing City comments shall be provided as one (1) PowerPoint file and one (1) PDF file within ten (10) Business Days after receipt of City comments.

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

- On or before the following date: March 3, 2023.
- On or before ____ Business Days from _____.

Task No. 6: Market Sounding

A. Services: Consultant shall develop a customized Request for Information ("RFI") to conduct a market sounding exercise. Consultant shall consider the Project and procurement objectives defined as part of Task No. 3 as well as the risk allocation completed as part of Task No. 4 when preparing the RFI. The RFI shall help Consultant ascertain the private sector's interest in the Project, and their ability to deliver it within an acceptable range of potential technical solutions and commercial arrangements that align with the City's objectives and risk allocation. Consultant shall coordinate and meet with the City's PM and Brown and Caldwell when developing the RFI.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. RFI

- a. A draft RFI shall be provided as one (1) electronic editable file no less than ten (10) Business Days before Consultant plans to issue it to potential Project partners. Consultant shall allow City a minimum of five (5) Business Days to review and provide comments which shall be addressed and/or incorporated into the RFI.
 - b. The final RFI shall be provided as one (1) PDF within one (1) Business Day after Consultant issues it to potential Project partners.
2. A presentation summarizing Consultant's findings from the market sounding exercise provided as one (1) PowerPoint file and one (1) PDF file.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: April 30, 2023.
- On or before ____ Business Days from _____.

Task No. 7: Financial Feasibility of Alternatives

- A. Services:** Consultant shall determine the financial feasibility of three Project alternatives utilizing technology, risk, and cost information gathered as part of Task No. 6. Each alternative shall be based on a distinct response to the RFI Consultant issued as part of Task No. 6. Consultant shall coordinate and meet with the City's PM and Brown and Caldwell when determining the financial feasibility of the alternatives.
- B. Deliverables:** Consultant shall provide the following documents to the City's Contract Manager.
1. Presentation on Financial Feasibility of Alternatives
 - a. A draft presentation summarizing each Project alternative, including estimated capital and operating expenses, capacity, type of public-private partnership, and key risks, shall be provided as one (1) PowerPoint file. Consultant shall allow City a minimum of ten (10) Business Days to review and provide comments.
 - b. The final presentation addressing City comments shall be provided as one (1) PowerPoint file and one (1) PDF file within ten (10) Business Days after receipt of City comments.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: May 31, 2023.
- On or before ____ Business Days from _____.

Task No. 8: Project Readiness and Roadmap

A. Services: Consultant shall assess the City's readiness to implement the Project. The assessment shall consider: the internal and external authorization the City needs to proceed, land use rights, access to utilities, permitting (including status under the California Environmental Quality Act), interfaces with other City and regional projects, the City's staffing resources, and governance and transparency disclosures needed for public-private partnerships. Based on this assessment, Consultant shall develop a roadmap for the Project's procurement and implementation that includes technical, organizational, legal, and financial milestones. Consultant shall coordinate and meet with the City's PM and Brown and Caldwell when conducting the readiness assessment and developing the roadmap.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. Project Roadmap Presentation

- a. A draft presentation summarizing Consultant's findings from the readiness assessment and the recommended procurement approach shall be provided as one (1) PowerPoint file. Consultant shall allow City a minimum of ten (10) Business Days to review and provide comments.
- b. The final presentation addressing City comments shall be provided as one (1) PowerPoint file and one (1) PDF file within ten (10) Business Days after receipt of City comments.

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

- On or before the following date: May 31, 2023.
- On or before ____ Business Days from _____.

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 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	\$8,482.50
2	<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	\$15,205.00
3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$30,000.00
4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$30,000.00
5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$45,000.00
6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$45,000.00
7	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$40,000.00
8	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$40,000.00
Part 2 – Reimbursable Expenses						
<input checked="" 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:			\$0

Part 3 – Subconsultant Costs		
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.	<input 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:	\$0
Part 4 – Additional Services		
<input checked="" type="checkbox"/> No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.	<input type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$0
Maximum Total Compensation (sum of Parts 1 through 4):		\$253,687.50

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 Task Nos. 1 and 2 of this Agreement:

Title	Hourly Billing Rate
Principal	\$455
Associate Director	\$320
Associate	\$255
Senior Consultant I	\$175
Consultant II	\$155
Project Administration	\$120