

Amendment to Standard City of San José Consultant Agreement

(Capital Projects)

☐ First

☒ Second

☐ Third

Consultant's Name: Arup North America Limited

(CPMS Contract No. N/A)
(Standard Agreement AC No. 665829)

This Amendment is made and entered into this _____ day of _____, 2022. 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 and 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 18, 2022 to July 31, 2022. The extension is retroactive to the expiration date of the Agreement. The Director accepts and approves any services provided after the expiration date and before the execution of this Amendment.
 5. ☒ **Maximum Total Compensation:** Subsection 10.2 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$1,684,000 to \$1,788,091.
 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 Service:** 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.
-

This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

By _____

Name: Toni Taber

Date

Title: City Clerk

Consultant

By _____

Name: William Baumgardner

Date

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:**

Aaron Yu

Date

Deputy City Attorney

- ☐ First
☒ Second
☐ Third

Revised Exhibit A: Scope of Basic Services

(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:

Task No. 1.8, entitled "Project Management Phase 8", is amended to read as follows:

- A. **Services:** Consultant will organize and lead project management meetings/conference calls (up to 4); budget and schedule monitoring, progress reporting, and invoicing (as needed).
- B. **Deliverable:** Consultant will provide the following to the City's Contract Manager: Attend up to four (4) Project Management meetings, Progress Reports and Invoices.
- 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: July 31, 2022.

☐ On or before _____ Business Days from _____.

Task No. 4, entitled "Outreach Phase 2", is amended to read as follows:

- A. **Services:** (To be described in more detail in Outreach and Engagement Plan) : Consultant will provide coordination and implementation of outreach activities, including online workshops/town halls, forums, surveys, social media, organizing of digital project content, neighborhood workshops and events, co-hosted Community-Based Organization events, support of equity advisory committee, and assisting with public campaign content concepts. Develop an online engagement platform to host and coordinate all digital outreach materials.
- B. **Deliverable:** Consultant will provide the following to the City's Contract Manager: Outreach Phase 2 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: July 31, 2022.

☐ On or before _____ Business Days from _____.

Task No. 6, entitled "Framing Workshops", is amended to read as follows:

Form Name: Amendment to Standard Consultant Agreement (Capital Projects)
Revised Exhibit A: Scope of Services

Revised 1 of 3

Form/File No.: 1349532/T-32026

City Attorney Approval Date: September 2016

T-38067.002\1923562_4

DRAFT--Contact the Office of the City Clerk at (408)535-1260 or CityClerk@sanjoseca.gov for final document.

- A. **Services**: Consultant will organize and facilitate four (4) workshops for key agency stakeholders to solicit input and build consensus on Framework items, including KPIs, Analysis Geographies, process to identify strategies, and final presentation of the plan.
- B. **Deliverable**: Consultant will provide the following to the City's Contract Manager: Four (4) workshops with Agency stakeholders.
- 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: July 31, 2022.

☐ On or before _____ Business Days from _____.

Task No. 12, entitled "Conceptual Design, Implementation", is amended to read as follows:

- A. **Services**: Consultant will define phasing and other critical implementation steps, including funding considerations. Coordination with parallel planning studies and City Council adoption of plan.
- B. **Deliverable**: Consultant will provide the following to the City's Contract Manager: Add an Implementation chapter to the final Plan document
- 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: July 31, 2022.

☐ On or before _____ Business Days from _____.

Task No. 13, entitled "Organizational Change Management, Phase 1 Internal Alignment", is amended to read as follows:

- A. **Services**: Consultant will provide organizational development visioning and organizational assessment. Additional presentations to Division Managers and Senior Staff prior to City Council adoption.
- B. **Deliverable**: Consultant will provide the following to the City's Contract Manager: Up to four(4) meetings with staff
- 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: July 31, 2022.

☐ On or before _____ Business Days from _____.

Task No. 17, entitled "Decision Support System Completion", is amended to read as follows:

- A. **Services:** Consultant will provide Build-out of Decision Support System ("DSS") including Performance Monitor, Accessibility Scoring System, database, analyzer functions. Pilot DSS with 1 use case with relevant Department of Transportation staff.
- B. **Deliverable:** Consultant will provide the following to the City's Contract Manager: Finalize minimum viable product and pilot 1 use case
- 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: July 31, 2022.
- ☐ On or before _____ Business Days from _____.

Task No. 19, entitled "Final Report, Decision Support System Handover", is amended to read as follows:

- A. **Services:** Consultant will prepare final report summarizing strategy prioritization process and recommendations, and Decision Support System development process, methodologies, and other documentation, transfer of DSS and relevant documentation, as well as developer support for integrating the final report to the City website.
- B. **Deliverable:** Consultant will provide the following to the City's Contract Manager: Final plan, DSS training and website posting.
- 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: July 31, 2022.
- ☐ On or before _____ Business Days from _____.

☐ First ☒ Second ☐ Third **Revised Exhibit B: Compensation** (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
0 Kick-Off Meeting and Refined Workplan	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$15,954
1.1 Project Management Phase 1	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$13,634
1.2 Project Management Phase 2	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$13,634
1.3 Project Management Phase 3	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$13,634
1.4 Project Management Phase 4	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$13,634
1.5 Project Management Phase 5	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$13,634
1.6 Project Management Phase 6	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$13,634

Form Name: Amendment to Standard Consultant Agreement (Capital Projects)

Revised Exhibit B: Compensation

Revised 1 of 4

Form/File No.: 1349532/T-32026

City Attorney Approval Date: September 2016

T-38067.002\1923562_4

DRAFT--Contact the Office of the City Clerk at (408)535-1260 or CityClerk@sanjoseca.gov for final document.

1.7 Project Management Phase 7	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$13,634
1.8 Project Management Phase 8	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$18,791
2 Outreach and Engagement Plan	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$45,505
3 Outreach Phase 1	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$106,514
4 Outreach Phase 2	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$211,101
5 Framework, Best Practices, Key Performance Indicators ("KPI's"), Geographies	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$44,697
6 Framing Workshops	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$33,584
7 Strategy Identification Approach and Process	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$23,965
8 Data Acquisition	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$356,610
9 Existing Conditions	Time & Materials <input checked="" type="checkbox"/> Fixed Fee	Monthly <input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$24,645

10 Technical Analysis and Delphi Panel	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$68,496
11 Evaluate, Prioritize Strategies/Actions	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$85,696
12 Conceptual Design, Implementation	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$28,798
13 Organizational Change Management, Phase 1: Internal Alignment	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$87,817
14 Organizational Change Management, Phase 2: 360 Degree Assessment	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$80,417
15 Preliminary Decision Support System Framework and Architecture	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$88,114
16 Full Decision Support System Definition	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$105,961
17 Decision Support System Completion	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$116,374
18 Future Evaluation and Iteration Plan	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$30,508
19 Final Report, Decision Support System Handover	Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	Completion of Work	\$119,106

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 this Agreement. The maximum amount of reimbursable expenses is:	\$0
Part 3 – Subconsultant Costs		
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.	<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of this 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 can not 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):		\$1,788,091.00

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: