

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN THE COUNTY OF SANTA BARBARA AND ARUP NORTH AMERICA LTD**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR BETWEEN THE COUNTY OF SANTA BARBARA AND ARUP NORTH AMERICA LTD (hereafter referred to as "First Amendment") is made and entered into on February 7, 2023 by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and Arup US, Inc. with an address at 900 Wilshire Boulevard, 19th floor, Los Angeles, CA, 90017 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY has received approval from the California Energy Commission to repurpose existing funding towards the Energy Assurance Assessment Services (EAAS) Program in order to serve more facilities;

WHEREAS, CONTRACTOR has changed its legal name from Arup North America LTD to Arup US, Inc.;

WHEREAS, COUNTY has identified additional EAAS program improvements to be included in CONTRACTOR's scope of work set forth in Exhibit A to the Agreement;

WHEREAS, COUNTY has identified an extended program timeline to deliver services to participating facilities and utilize increased funding.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

The Agreement is amended as follows:

1. All references to Arup North America LTD are replaced with Arup US, Inc.
2. Section 4, "TERM" language is replaced in its entirety by the following:
CONTRACTOR shall commence performance upon approval and execution by all parties and end performance on April 2, 2025, unless otherwise directed by COUNTY or unless earlier terminated. To allow for the completion of the Scope of Work, the Director of the County Community Services Department or designee is authorized to execute amendments on behalf of COUNTY to make changes extending the length of the Term up to a maximum of 1 additional year, no later than April 2, 2026.
3. Exhibit A "STATEMENT OF WORK" is amended by deleting tasks 2.2 and 2.3 in their entirety and replacing with a new task 2.2:

Task 2.2 Conduct Energy Assurance Audits

CONTRACTOR shall offer EAAS services to facility owners that express interest in EAAS based on the following:

- 1) The facility's role in serving the public;
- 2) The owner's goals for facility improvements that improve resiliency; and

3) Budgetary guidance of COUNTY staff.

In order to determine the appropriate schedule and scope of services for a property owner, CONTRACTOR shall conduct a survey of property owners who opt into the program to determine how and when they currently provide (or hope to provide) critical services to the public during emergency events and their interest and ability to make energy upgrades to their facilities.

Subtask Task 2.2.1 Benchmarking

For all facilities that opt into the program, CONTRACTOR shall provide benchmarking services. Benchmarking will be available both to facilities that are covered by AB 802 benchmarking requirements and those that are not required to benchmark by AB 802. This work may be completed in collaboration with Southern California Regional Energy Network (SoCalREN), Central Coast Leaders in Energy Action Program (CCLEAP), COUNTY, or other agencies that provide energy benchmarking support. For these facilities, CONTRACTOR shall:

- Gather appropriate data to conduct benchmarking, including, building usage characteristics, square footage, and additional data as needed.
- Connect the Energy Star Portfolio Manager online tool with facility data, either via Automated Benchmarking Service (ABS) connection, upload of interval data, or input of utility bills.
- Offer a one-hour training on how to use Energy Portfolio Manager to participating facility staff.
- Submit AB 802 documentation to the California Energy Commission (CEC) for the facility if applicable.

For facilities that do not offer (or plan to offer) critical services to the public, Subtask Task 2.2.1 Benchmarking will be a standalone service, and the facility will not be eligible for the following subtasks

Subtask Task 2.2.2 Energy Assurance Audits

For facilities that express interest in energy upgrades for the purpose of serving the public during emergency events, CONTRACTOR shall plan for a delivery of EAAS services per the goals of the property owner and the current state of the facility. Before providing Energy Assurance Audits, CONTRACTOR shall obtain COUNTY approval. Services shall begin with benchmarking as described above. CONTRACTOR shall concurrently provide a Request for Information (RFI) to qualifying owners to gather relevant property, operations, and business data. CONTRACTOR shall provide the following data collection services:

- Provide **RFI questionnaire** to owner requesting general building characteristics, utility accounts/bills, existing policies/plans, including current and long-term business operational plans or objectives and energy related policies especially as related to preparedness for power shutdowns. To keep program implementation costs low, CONTRACTOR shall request detailed and organized information.

- **One-hour introductory call or virtual meeting** to review RFI questionnaire, determine stakeholder goals, and discuss program operational requirements. CONTRACTOR shall recommend including all relevant building staff: facilities, business, safety/risk manager, etc. CONTRACTOR shall structure this meeting around the RFI questionnaire and discuss the following topics with the stakeholders:
 - Perspectives on resiliency and business continuity;
 - Back up and resiliency plans, designs, or interest;
 - Climate goals;
 - Data availability (e.g. number of utility accounts, submetering; and availability of detailed energy data that can be used for benchmarking);
 - Upcoming infrastructure projects;
 - Interest in decarbonization and electrification; and
 - Impacts of a short-term power interruption with emphasis on critical loads and resilience.
- One **one-hour interview** (via phone or virtual meeting) with key building staff including those representing the business, facilities, and risk and resiliency. During these interviews, CONTRACTOR shall utilize its interview questionnaire/survey data collection form to understand: Key building and energy infrastructure in their existing condition to identify potential resiliency upgrades; general age / condition of infrastructure; Known planned upgrades and investments related to energy efficiency or resiliency; Climate and sustainability goals; Policies and strategies related to energy resiliency and dealing with public safety shutdowns; and history of outages and business impact.

For the purpose of the EAAS, the energy infrastructure is defined as all energy related equipment and software, policies, risk management, and financial considerations associated with the building owner/operator's business operation.

Following the data collection process, CONTRACTOR will schedule and provide an on-site energy assessment based on the infrastructure improvement goals related to resiliency, as agreed to between the facility owner, CONTRACTOR, and COUNTY. CONTRACTOR shall provide the following services as aligned with goals of the facility owner:

- Energy Efficiency Audit: The energy efficiency audit shall include a focus on load shape management for best possible distributed generation and storage integration.
 - Full-day site visit to the project. The identified energy conservation measures shall be those that most impact critical loads or Distributed Energy Resource (DER) sizing.
 - CONTRACTOR shall obtain 15-minute interval data for the building and provide a spreadsheet calculation identifying load profile.
 - The level of certainty in this audit shall be similar to an American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Level 2, with the audit items targeted towards resiliency. This will result in a list of potential

upgrades, with estimated rough order of magnitude costing and payback ranges. Energy modeling will not be required for this task.

- Solar Photovoltaic (PV) Assessment: CONTRACTOR shall determine if sufficient space for a solar array and/or energy storage battery is available. CONTRACTOR shall use either PVWatts or Helioscope to develop a rough outline of the solar PV system given area availability and consideration of parking lot electrical connections and/or roof conditions.
- Energy Storage: CONTRACTOR shall run simulations to optimize battery energy storage system (BESS) size for both economic and resilience benefit. It is assumed that the BESS will work in tandem with proposed or existing Solar PV array to support the facility in supplying 25%, 50%, or 80% of peak power for a three-day outage (representing three distinct back-up scenarios). CONTRACTOR shall present and discuss payback calculations incorporating project cost and utility bill savings for the client to make a decision on which scenario is feasible for the client.
- Electric Vehicle (EV) Charging: CONTRACTOR shall examine the value of integration of EV charging stations into the facility electrical infrastructure and energy usage impact along with the impact on the energy load profile. California Building Code requirements for charging stations will be examined , unless the building owner has more specific plans.
- Examine the baseline greenhouse gas (GHG) footprint and potential GHG reduction strategies with consideration of decarbonization through electrification.
- Research, identify, and inform the building/property owner about applicable incentives or financing programs that indirectly support resiliency by providing incentives for distributed generation technologies.
- In-progress presentation describing findings and recommendations.
- One-hour Audit Debrief Meeting with building owner/operator to select the back-up scenario and confirm proposed next steps prior to drafting audit report.

CONTRACTOR shall provide the following services within the scope of the audit if identified within the RFI process to be well aligned with the goals of the facility and the budget/programmatic goals of COUNTY:

- Energy Management: Identify existing energy management systems and understand their operational performance from building facilities staff. Propose upgrades and interventions where appropriate. Investigate benefit of energy management strategies such as flexible operating schedules and employee remote work.
- Demand Response: Complete demand response survey to identify loads that could be curtailed under a demand response program. Estimate rough order of magnitude (ROM) costs to implement any control measures required to implement a demand response program along with potential energy savings due to the associated demand reduction.

- Microgrids: CONTRACTOR shall examine the applicability of a micro-grid including the additional expense associated with complex controls, identification/isolation of critical circuits, storage charging/discharging strategy, required grid isolation switching devices, utility interconnection agreement, and space.
- Guidance on incorporating new Solar PV, BESS and microgrid, if applicable, in the current facility electrical system infrastructure. If as-built electrical drawings are available, this guidance will match on-site existing conditions reflected in the drawings. Otherwise, the guidance will need to be examined by a contractor-for-hire for implementation; CONTRACTOR will not develop as-built electrical drawings or provide a detailed electrical assessment of the facility.

For each project audited, CONTRACTOR shall provide to COUNTY and the facility:

- An **Energy Assurance Assessment Services Audit Report**;
- Copies of **building site analyses** (Solar, PV, microgrid, Building Energy Management Strategies, Demand Response, Micro-grid, as applicable) as appendices to the report; and
- Quarterly updates to the Building Database, including additional key audit data for participating buildings/properties as collected during the Audits; recommended measures; and savings.

4. Exhibit A "STATEMENT OF WORK" is amended by renumbering tasks to account for the deletion of Task 2.3 above:

Task 2.4 Provide technical assistance and support is renumbered and renamed to "Task 2.3 Provide technical assistance and support."

5. Exhibit A "STATEMENT OF WORK" is amended by removing Task 2.5 Promote Participating Property Owners in its entirety.
6. Exhibit B "Payment Arrangements" is amended by deleting Section A in its entirety and replacing it with the following:
- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,105,000. The not to exceed amounts according to each task, are set forth in the line item budgets provided in EXHIBITS B-1 and B-2. COUNTY shall have the sole discretion to authorize changes to the budgeted line item amounts, so long as such changes cumulatively do not exceed the total contract amount.
7. Exhibits B-1 through B-3 are deleted in their entirety and replaced with the following:

EXHIBIT B-1 (SCHEDULE OF FEES)
PAYMENT ARRANGEMENTS FOR TASK 1 MARKET SECTOR ANALYSIS AND TARGETTED
OUTREACH

Task 1 Fee Summary

Task 1		Totals
1.1	Analysis of Commercial Building Stock	
1.1.1	Critical Framing Workshop	\$7,800
1.1.2	Data Compilation	\$35,500
1.1.3	Market Characterization Report	\$14,000
1.1.4	Coordination Meetings and project management	\$12,700
Task 1.1	Subtotal	\$70,000
Task 1.1	Reimbursables¹ (not included in Task 1.1 subtotal)	\$5,000
1.2	Conduct property owner education and outreach	
1.2.1	Develop Messaging Strategy	\$7,000
1.2.2	Develop Outreach Plan	\$4,000
1.2.3	Implement Outreach Plan	\$47,100
Task 1.2	Subtotal	\$58,100
Task 1	Total	\$133,100
<p>¹ If additional reimbursable expenses are necessary, for example data procurement at a cost from vendors, Arup shall identify this need and budget implications in writing to the County.</p>		

EXHIBIT B-2 (SCHEDULE OF FEES)**PAYMENT ARRANGEMENTS FOR TASK 2 ENERGY ASSURANCE ASSESSMENT SERVICE OFFERING****Task 2 Fee Summary**

Task 2		Total
2.1 (T&M)	Overarching Tools, Coordination, and Framework	\$157,600
2.2 (T&M)	Conduct Energy Assurance Audits	\$722,900
2.3(T&M)	Provide Technical Assistance and Support	\$66,400
Task 2	Reimbursables	\$25,000
Task 2	TOTAL	\$971,900

EXHIBIT B-3

Arup Hourly Rates

Rates are subject to 4% escalation annually each March

Title	Hourly Billing Rate (US\$) through March 2023
Associate Principal	\$ 332.80
Associate	\$ 254.80
Senior Consultant/Engineer 2	\$ 201.76
Senior Consultant/Engineer 1	\$ 163.28
Consultant / Engineer 3	\$ 145.60
Consultant / Engineer 2	\$ 134.16
Consultant / Engineer 1	\$ 120.64
Intern	\$ 88.40
Subcontractor Staff 1 - Innovative Workshop Consulting	\$ 194.48
Subcontractor Staff 2 - Innovative Workshop Consulting	\$ 130.00

8. Unless otherwise amended pursuant to this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.

[Signature pages follow]

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Arup**.


SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the date executed by COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
DAS WILLIAMS
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

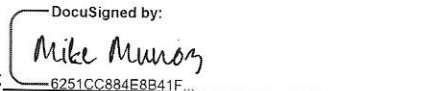
By: 
Deputy Auditor- Controller

**COUNTY OF SANTA BARBARA,
COMMUNITY SERVICES DEPARTMENT:**

GEORGE CHAPIAN, DIRECTOR

By: 
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO FORM:
GREGORY MILLIGAN, ARM, AIC

By: 
Risk Manager

"CONTRACTOR"

Arup, Inc.

DocuSigned by:
Martin Howell
EE8806C9D0D94F0...
By: _____
Authorized Representative
Name: Martin Howell
Title: Associate Principal