

First      **Amendment to Standard City of San José Consultant Agreement**  
(Non-Capital Projects)  
 **Second**  
 Third

Consultant's Name: HR&A Advisors, Inc.  
(Standard Agreement AC No. 30204)

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_. The City and Consultant amend the above-reference 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:** Subsection 2.1 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 \$425,000 to \$695,000
  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**

By \_\_\_\_\_

Name: Toni Taber  
Title: City Clerk  
Date

**Consultant**

By \_\_\_\_\_

Name: Amitabh Barthakur  
Title: Principal PARTNER  
Date 6/23/20

**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:

  
\_\_\_\_\_  
[Sr.] Deputy City Attorney  
Date 7/28/2020

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 | \$300,000    |
| 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 | \$370,000    |
|  | <input type="checkbox"/> Time & Materials            | <input type="checkbox"/> Fixed Fee  | <input 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 <i>not</i> 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: |  | \$           |
| 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:  |  | \$25,000     |

|   |                  |
|---|------------------|
| <b>Maximum Total Compensation</b> (sum of Parts 1 through 4): | <b>\$695,000</b> |
|---|------------------|

**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:

HR&A Discounted Public-Sector and Non-Profit Hourly Rates

Personnel Hourly Rates 2020 2021

Chair/ViceChair \$490 \$505

OtherOfficers/Partners \$375 \$385

Principals \$340 \$350

Directors \$315 \$325

Senior Analysts \$235 \$240

Analysts \$185 \$190

Research Analysts \$165 \$170

Analyst Fellows \$165 \$170

Administrative \$120 \$125

Depositions and trial testimony hours are billed at time and one-half