

- ☒ **First**  
☐ **Second**  
☐ **Third**

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

Consultant's Name: HR&A Advisors, Inc.

**(Standard Agreement AC No. 30204)**

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_. 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 June 30, 2020 to June 30, 2021
  5. ☐ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$290,000 to \$425,000
  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

Date

Title: City Clerk

**Consultant**

By \_\_\_\_\_

Name: Amitabh Barthakur

Date

Title: Partner

11/26/2019

**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:**

By \_\_\_\_\_

Name:

Date

Title:

\_\_\_\_\_  
[Sr.] Deputy City Attorney

Date

☒ **First**

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☐ **Third**

### **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:

**A new task is added to be numbered and to read as follow:**

#### **Task No 2: Data and Project Analysis**

**A. Services:** As requested by City, Consultant shall review and evaluate proposals from Google or the City relating to establishing values for inclusion in the Development Agreement as Community Benefits.

**B. Deliverable:** Consultant shall provide a written memorandum to City outlining the issue to be evaluated, the metrics used for evaluation, and a recommendation as to disposition of the requested Community Benefit.

**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: \_\_\_\_\_.

☒ On or before 30 Business Days from date of City's request.

☒ **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**

<b>Part 1 – Compensation for Basic Services</b>						
<b>Column 1</b>	<b>Column 2</b>		<b>Column 3</b>			<b>Column 4</b>
<b>Task Nos.</b>	<b>Basis of Compensation</b>		<b>Invoice Period</b>			<b>Compensation</b>
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	\$265,000
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	\$135,000
	<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	\$
<b>Part 2 – Reimbursable Expenses</b>						
<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:			\$
<b>Part 3 – Subconsultant Costs</b>						
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are <b>not</b> 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:			\$
<b>Part 4 – Additional Services</b>						
<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 (sum of Parts 1 through 4):</b>						<b>\$425,000</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

The proposed budget reflects the project costs for time and materials billed at our 2019 and 2020 public/not-for-profit sector hourly rates\* shown below.

Personnel	HR&A Hourly Rates	
	2019	2020
Chair/Vice Chair	\$465	\$490
Other Officers/Partners	\$355	\$375
Principals	\$325	\$340
Directors	\$300	\$315
Senior Analysts	\$225	\$235
Analysts	\$180	\$185
Research Analysts	\$160	\$165
Analyst Fellows	\$160	\$165
Administrative	\$115	\$120

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