

**SIXTH AMENDMENT TO
CONSULTANT AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
WEST YOST & ASSOCIATES, INC.**

This AMENDMENT TO AGREEMENT is entered into this ____ day of _____, 2018, by the CITY OF SAN JOSE, a municipal corporation ("CITY"), and WEST YOST & ASSOCIATES, INC., a California corporation ("CONSULTANT").

RECITALS

WHEREAS, on October 4, 2011, CITY and CONSULTANT entered into an agreement entitled "MASTER AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF SAN JOSE AND WEST YOST & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR VARIOUS SANITARY AND/OR STORM SEWER PROJECTS" ("AGREEMENT"); and

WHEREAS, on July 25, 2014, CITY and CONSULTANT entered into a First Amendment to extend the term of the AGREEMENT until December 31, 2014 with no increase in the amount of total compensation allowed; and

WHEREAS, on March 8, 2014, CITY and CONSULTANT entered into a Second Amendment to extend the term of the AGREEMENT to December 30, 2015 with no increase in total compensation allowed; and

WHEREAS, on March 16, 2016, CITY and CONSULTANT entered into a Third Amendment to retroactively extend the term of the AGREEMENT until June 30, 2016 with no increase in the amount of total compensation allowed; and

WHEREAS, on June 7, 2016, CITY and CONSULTANT entered into a Fourth Amendment to extend the term of the AGREEMENT until June 30, 2017 with no increase in the amount of total compensation allowed; and

WHEREAS, on June 20, 2016, CITY and CONSULTANT entered into a Fifth Amendment to extend the term of the AGREEMENT until June 30, 2018 with no increase in the amount of total compensation allowed; and

WHEREAS, CITY and CONSULTANT desire to further amend the amended AGREEMENT to to extend the term and increase the amount of total compensation allowed to Five Hundred Thirty-Five Thousand Dollars (\$535,000) in order to complete work on the Nordale Pump Station project;

NOW, THEREFORE, the parties agree to further amend the amended AGREEMENT as follows:

SECTION 1. SECTION 2, "TERM OF AGREEMENT" is amended to read as follows:

"The term of this AGREEMENT shall be from October 4, 2011 to September 30, 2018, inclusive, subject to the provisions of Section 12 of this AGREEMENT."

SECTION 2. SECTION 4, "COMPENSATION" is amended to read as follows:


"The compensation to be paid to COUNSULTANT, including payment for both professional services and reimbursable expenses, shall not exceed Five Hundred Thirty-Five Thousand Dollars (\$535,000)."

SECTION 3. THIRD REVISED EXHIBIT C, "SCHEDULE OF PERFORMANCE" is amended to read as shown in FOURTH REVISED EXHIBIT C, attached and incorporated into this Sixth Amendment.

SECTION 4. All of the terms and conditions of the amended AGREEMENT not specifically modified by this Sixth Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

APPROVED AS TO FORM:


JENNIFER POUSHO
Senior Deputy City Attorney

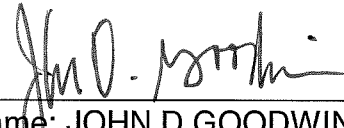
“CITY”

CITY OF SAN JOSE, a municipal
corporation

By _____
TONI J. TABER, CMC
City Clerk

“CONSULTANT”

WEST YOST & ASSOCIATES a
California corporation

By  _____
Name: JOHN D GOODWIN
Title: Vice President

FOURTH REVISED EXHIBIT C
SCHEDULE OF PERFORMANCE

All work under this AGREEMENT shall be completed on or before September 30, 2018. Work shall be initiated on an as-needed basis at the request of CITY, and work shall be prosecuted pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B of this AGREEMENT.