

**AMENDMENT NO. 6 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
WINBOURNE CONSULTING, LLC
for
PROJECT MANAGEMENT SERVICES FOR
COMPUTER AIDED DISPATCH SYSTEM REPLACEMENT
AGREEMENT NO. 28-2016SN**

The parties to this Amendment No. 6 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and WINBOURNE CONSULTING, LLC, a Limited Liability Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Project Management Services for Computer Aided Dispatch System Replacement. The Agreement is on file in the Office of the District Clerk as Document No. 64913 dated April 18, 2016, as amended by Amendment No. 1, Document No. 68991 dated September 27, 2018, Amendment No. 2, Document No. 70334 dated September 3, 2019, Amendment No. 3, Document No. 70876 dated February 3, 2020, Amendment No. 4, Document No. 71599 dated June 30, 2020, and Amendment No. 5, Document No. 71732 dated August 19, 2020. It is now proposed to extend the term of the Agreement, increase the Agreement value, and to modify the compensation terms.

The Parties Agree:

1. The **TERM OF AGREEMENT**, Section 2, is hereby extended to June 30, 2022, subject to earlier termination as provided in the Agreement.
2. The **Maximum Expenditure** as specified in Sections 3.a and 3.c.(1) is hereby increased by an amount of \$100,000.00, from \$338,245.00 to an amount not to exceed \$438,245.00.
3. Attachment B, COMPENSATION & INVOICING, Section 1., **COMPENSATION**, shall be deleted in its entirety and replaced with the following:

1. **COMPENSATION**

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

(1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Invoice(s) shall be on a Fixed Fee and/or Time and Materials basis.

(a) Each invoice for Fixed Fee work shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs.

(b) Each invoice for Time and Materials work shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

(2) Professional services shall be invoiced in accordance with the following **Fee Schedule**:

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Phase	Description	Amount (Not to Exceed)
1	Procurement	\$22,880.00
2	Planning & Design	\$102,043.80
3	Construction	\$53,244.00
4	Testing & Training	\$17,313.75
5	Go-Live	\$0.00
6	Closing	\$0.00
7	Monitoring & Controlling	
8	Additional Services (not to exceed)	\$0.00
January, 2020	Kickoff, Discovery	\$12,015.00
February, 2020	Project Management	\$10,800.00
March, 2020	Project Management	\$10,800.00
April, 2020	Project Management	\$10,800.00
May, 2020	Project Management	\$10,800.00
June, 2020	Closing	\$10,868.45
July, 2020	Continuing Services	\$5,400.00
August, 2020 through December, 2020	Continuing Services (\$10,800.00 per month)	\$54,000.00
January, 2021 through February 11, 2021	Continuing Services (Time and Materials)	\$17,280.00
February 12, 2021 through end of Agreement	Continuing Services (Time and Materials)	\$100,000.00
TOTAL AGREEMENT VALUE (NOT-TO-EXCEED AMOUNT)		\$438,245.00

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- (3) Additional Services and any services performed from January, 2021 through the end of Agreement Term shall be invoiced on a Time and Materials basis according to the **Hourly Rate Table** below:

<u>Classification</u>	<u>Fully Burdened Hourly Billing Rate</u>
1. Project Manager	\$135.00

b. **Reimbursable Expenses**

Travel Expenses	At Cost (zero mark-up)
Direct Costs	At Cost (zero mark-up)

Note:

- (1) Reimbursement for travel expenses and direct costs shall be applicable only to Additional Services and services performed on a Time and Materials basis.
- (2) Reimbursement for travel expenses and direct costs shall require the advance written approval of District Representative and shall require appropriate documentation and receipts for reimbursement.

4. All other Agreement terms, covenants, and conditions shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

WINBOURNE CONSULTING, LLC

Tracey L. Sandberg
Director, Information Technology

Andrew G. Reece

Andrew G. Reece
President

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.