

**CONTINUATION AND THIRD AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
HUMANS SINCE 1982
TO DESIGN, FABRICATE AND INSTALL A WORK OF ART
AT THE NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT**

This Continuation and Third Amendment to AGREEMENT is made and entered into this 21st day of October, 2021, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (“City”), and HUMANS SINCE 1982, a business entity organized and existing under the laws of Sweden (“Artist”).

RECITALS

WHEREAS, on September 25, 2019, City and Artist entered into an agreement entitled “AGREEMENT BETWEEN THE CITY OF SAN JOSE AND HUMANS SINCE 1982 TO DESIGN, FABRICATE AND INSTALL AN ARTWORK AT THE NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT” (“AGREEMENT”); and

WHEREAS, effective November 22, 2019, City and Artist entered into a Notice of Amended Schedule of Performance and Term to adjust the Schedule of Performance (“First Amendment”); and

WHEREAS, on October 9, 2020, City and Artist entered into a second amendment to the AGREEMENT to revise the Schedule of Performance and increase the total not-to-exceed amount compensation by \$30,000 for a new total not-to-exceed amount of \$320,000 (“Second Amendment”); and

WHEREAS, City and Artist desire to further amend the amended AGREEMENT to continue and extend the term of AGREEMENT and revise the Schedule of Performance;

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

SECTION 1. The term of the AGREEMENT, originally September 25, 2019 through July 15, 2021, is continued and retroactive for the period of July 16, 2021 through December 31, 2024.

SECTION 2. SECOND REVISED EXHIBIT B, "SCHEDULE OF PERFORMANCE" is amended to read as shown in THIRD REVISED EXHIBIT B, attached and incorporated into this Continuation and Third Amendment.

SECTION 3. All of the terms and conditions of the amended AGREEMENT not specifically modified by this Continuation and Third Amendment shall remain in full force and effect.

SECTION 4: Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

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

Approved as to Form:

Attorney
Arlene Silva
Deputy City Attorney IV U
arlene.silva@sanjoseca.gov

Arlene Silva (10/20/2021)
Email: arlene.silva@sanjoseca.gov

“City”

CITY OF SAN JOSE, a municipal
corporation

Sarah Zarate

Sarah Zarate (10/21/2021)
Email: sarah.zarate@sanjoseca.gov

Director

”Artist”

HUMANS SINCE 1982,
a business entity organized and existing
under the laws of Sweden

Per Emanuelsson

per@humanssince1982.com (10/18/2021)
Email: per@humanssince1982.com


david@humanssince1982.com (10/18/2021)
Email: david@humanssince1982.com

THIRD REVISED EXHIBIT B
SCHEDULE OF PERFORMANCE

1. The following are milestone dates that must be met in accordance with this Agreement.

Fabrication and Installation

Notice to Proceed for Fabrication and Installation as identified in Part 11 of Exhibit A	October 15, 2020
Fabrication and Installation (Part 12 of Exhibit A)	
50% Completion of Fabrication	January 15, 2021
100% Completion of Fabrication	March 15, 2021
Shipping and Installation (Part 12.H.3 of Exhibit A)	April 15, 2021
Documentation and Notice of Completion (Part 13 of Exhibit A)	October 1, 2021
Remote Support Services	December 31, 2022