

FOURTH AMENDMENT TO AGREEMENT 653
BETWEEN THE CITY OF CUPERTINO AND TANKO
LIGHTING FOR CONSTRUCTION MANAGEMENT
AND CONSULTING SERVICES FOR VARIOUS CIP
PROJECTS

This Fourth Amendment to Agreement 653 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Tanko Lighting, a Corporation ("Contractor") whose address is 220 Bayshore Blvd., San Francisco, CA 94124, and is made with reference to the following:

RECITALS:

- A. The City and Contractor entered into an Agreement for Construction Management and Consulting Services for Various CIP Projects, effective January 10, 2023 ("Original Agreement") with a term expiring on June 30, 2024.
- B. The City and the Consultant entered into a First Amended Agreement for Construction Management and Consulting Services for Various CIP Projects ("First Amendment") effective April 22, 2024, with a term expiring on June 30, 2026.
- C. The City and the Consultant entered into a Second Amended Agreement for Construction Management and Consulting Services for Various CIP Projects ("Second Amendment") effective September 6, 2024, with a term expiring on June 30, 2026.
- D. The City and the Consultant entered into a Third Amended Agreement for Construction Management and Consulting Services for Various CIP Projects ("Third Amendment") effective February 12, 2025, with a term expiring on June 30, 2026.
- E. The Original Agreement, First Amendment, Second Amendment and Third Amendment are collectively referred to as the "Agreement" unless otherwise indicated herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 4.1 of the Agreement is modified to read as follows: **Maximum Compensation.** City will pay Consultant for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed **\$336,172** ("Contract Price"), based on the budget and rates set forth in Exhibit C, Compensation, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

TANKO LIGHTING

By _____

By _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXPENDITURE DISTRIBUTION

Item	PO Number	Amount
Amendment 1	Extend Term to 6/30/2026	Original NTE \$175,000
Amendment 2	Increase funding	\$4,258
Amendment 3	Increase funding	\$156,915
Amendment 4	Correct Maximum Compensation Amount	0
NTE TOTAL		\$336,172
SO 1 Updated Streetlight Transition Assessment	2023-328	\$9,190.00
SO 2 LED Streetlight Transition	2024-179	\$165,219.00
SO 3 LED Streetlight Transition	2025-216	\$4,258.00
SERVICE ORDERS ENCUMBERED		\$178,667
MASTER AGREEMENT BALANCE		\$157,505