

**THIRD AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT (C5801)**

THIS THIRD AMENDMENT is effective as of this **27th day of May 2025** by and between **THE CITY OF UNION CITY**, a municipal corporation, (“City”) and **RICHARD K. TANAKA**, (“Consultant”), collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, on October 15, 2021, the Parties entered into a Consulting Services Agreement, C5801 (“Agreement”) wherein the Consultant will provide the City with project management services for the Union City Boulevard Bike Lanes Project, City Project No. 17-29; and

WHEREAS, on October 11, 2022, the Parties entered into a First Amendment to the Consulting Services Agreement, C5801b, to expand the scope of services and increase the compensation (“First Amendment”); and

WHEREAS, on August 8, 2023, the Parties entered into a Second Amendment to the Consulting Services Agreement, C5801c, to extend the term of services, increase the compensation, and amend the scope of work (“Second Amendment”); and

WHEREAS, the Parties desire to amend the Agreement to include additional scope of services to be provided by the Consultant; and

WHEREAS, the City and Consultant desires to enter into this Third Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. The “TERM OF SERVICES” as set forth in the first sentence of Section 1.1, is hereby extended to **June 30, 2026**.
2. The first sentence of Section 2 "COMPENSATION" of the Agreement is hereby amended to reflect payment based upon a sum increase of **Thirty Thousand Dollars (\$30,000)**, as set forth is **Exhibit B** of this Third Amendment. The total compensation under the Agreement including this Amendment shall not exceed a total contract amount of **Three Hundred Fifty-Four Thousand Eight Hundred Dollars (\$354,800)**. The first sentence shall now read:

City hereby agrees to pay Consultant a sum not to exceed **Three Hundred Fifty-Four Thousand Eight Hundred Dollars (\$354,800)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.


3. The "COST PROPOSAL" as set forth in EXHIBIT B of the Agreement, is hereby amended to include the information contained in Exhibit B of this Third Amendment, attached hereto and incorporated herein by reference.
4. All other provisions of the Agreement, as previously amended by the First and Second Amendments, remain unchanged except as modified by this Third Amendment.

IN WITNESS WHEREOF, the City and the Consultant have executed this Third Amendment effective as of the date hereinabove written.

THE CITY OF UNION CITY

RICHARD K. TANAKA

By _____
Joan Malloy
City Manager

By  _____
Richard K. Tanaka
Owner

Attest:

Thai Nam N. Pham
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
City Attorney

EXHIBIT B
COST PROPOSAL

(Include Hourly Rate Schedule)

Task	Scope	Hours	Hourly Rates	Total Fee
2	Project Management Services during Construction	109	\$275.00	\$29,975.00
	Reimbursables			\$25.00
	TOTAL			\$30,000.00