

**AMENDMENT NO. 6
TO
AGREEMENT NO. 503
BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
WMH CORPORATION**

1. Parties and Date.

This Amendment No. 6 to Agreement No. 503 is made and entered into as of this 18th day of December, 2024, by and between the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code Section 18000 *et seq.* with its principal place of business at 2999 Oak Road, Suite 100, Walnut Creek, CA 94597 (Authority) and WMH Corporation, a California Corporation, with its principal place of business at 55 South Market Street, Suite 1200, San Jose, CA 95113 (Consultant). The Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 6.

2. Recitals.

2.1 Agreement. The Parties have entered into an agreement entitled Agreement No. 503 dated October 24, 2018 (Agreement) for the purpose of retaining the services of Consultant to provide environmental and engineering on-call services for the Interstate 680/State Route 4 Improvements (Project 6001) (Project).

2.2 Amendment Purpose. The Parties desire to amend the Agreement to issue Task Order 1C (TO1C) to provide services to complete final design.

2.3 Parties have heretofore entered into the following amendments: Amendment No. 1 dated September 16, 2020 to extend the agreement termination date to October 24, 2022, with no increase in budget; Amendment No. 2 dated May 19, 2021 to increase the budget for environmental revalidation, final design, and bid support services per TO1, and extend the agreement termination date to December 31, 2024; Amendment No. 3 dated April 20, 2022 to increase the budget for environmental and design services for Phase 4 of the Project per TO2; Amendment No. 4 dated December 20, 2023 to increase the budget for supplemental services to complete final design per TO1A; Amendment No. 5 dated July 17, 2024 to increase the budget to provide services for the final design per TO1B.

2.4 Amendment Authority. This Amendment No. 6 is authorized pursuant to Sections 2 and 5 of the Agreement.

3. Terms

3.1 Amendment. Sections 2 and 5 of the Agreement are hereby amended in their entirety to read as follows:

3.1.A Section 2 “Total Compensation” of the Agreement is increased by three million, one hundred thousand dollars (\$3,100,000), for a new total agreement value of thirty million, five thousand, and forty-four dollars (\$30,005,044).

3.1B Section 5 of the Agreement is hereby amended to extend the time of performance term from December 31, 2024, to June 30, 2026.

3.2 All other terms in Section 2 shall continue in full force and effect.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 6. From and after the date of this Amendment No. 6, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 6.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 6.

3.5 Severability. If any portion of this Amendment No. 6 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 6 TO AGREEMENT NO. 503
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND WMH CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 6 to Agreement No. 503 as of the 18th day of December 2024.

**CONTRA COSTA TRANSPORTATION
AUTHORITY**

WMH CORPORATION

By: _____
Newell Arnerich
Chair

By: _____
William Hadaya
President

ATTEST:

By: _____
Tarienne Grover
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

By: _____
Fennemore Wendel
Authority Counsel

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