

**AMENDMENT NO. 5
TO AGREEMENT NO. 495
BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
WMH CORPORATION**

1. Parties and Date

This Amendment No. 5 to Agreement No. 495 is made and entered into as of this 17th day of May, 2023 (Amendment No. 5), 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 corporation with its principal place of business at 50 West San Fernando Street, Suite 950, San Jose, CA 95113 (Consultant). The Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 5.

2. Recitals

2.1 Consultant. The Authority and Consultant have entered into an agreement entitled Agreement No. 495 dated June 28th, 2018 (Agreement) for the purpose of retaining the services of Consultant to provide design services during construction.

2.2 Amendment Purpose. The Authority and Consultant desire to amend the Agreement to extend the agreement termination date to June 30, 2024. “The Parties have heretofore entered into Amendment No. 5 dated May 17, 2023.”

2.3 Amendment Authority. This Amendment No. 5 is authorized pursuant to Section 22.5 of the Agreement.

3. Terms

3.1 Amendment. Section 22.5 of the Agreement is hereby amended in its entirety to read as follows:

3.1.A Changes and Extra Work

If Authority determines that revisions to the “Scope of Services,” “Milestone Schedule,” “Compensation,” or other parts of the Agreement are necessary, they shall be mutually agreed upon and incorporated herein through the execution of written amendments to this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all

other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5. From and after the date of this Amendment No.5, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 5.

3.3 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. 5.

3.4 Severability. If any portion of this Amendment No. 5 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. 5 TO AGREEMENT NO. 495
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AND WMH CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 5 as of the 17th day of May, 2023.

CONTRA COSTA TRANSPORTATION
AUTHORITY

WMH CORPORATION

By: _____
Federal Glover
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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WMH Corporation
Historical Summary of Contract Amendments
CT495

Date	Contract Amendment	Amount of Amendment	Total Contract Amount	Description
Jun 20, 2018	Original	\$ -	\$ 999,937	Design Support During Construction (DSDC) Services.
May 15, 2019	Amendment No. 1	\$ 141,912	\$ 1,141,849	Feasibility Study for the next phase of the project.
Sep 16, 2020	Amendment No. 2	\$ 400,000	\$ 1,541,849	Additional DSDC services.
Mar 17, 2021	Amendment No. 3	\$ -	\$ 1,541,849	Extend the agreement termination date to June 30, 2022 with no increase in budget.
Jun 15, 2022	Amendment No. 4	\$ -	\$ 1,541,849	Extended the agreement termination date to June 30, 2023 with no increase in budget.
May 17, 2023	<i>Proposed</i> Amendment No. 5	\$ -	\$ 1,541,849	Extend the agreement termination date to June 30, 2024 with no increase in budget.

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