

**AMENDMENT NO. 2  
TO AGREEMENT NO. 517  
BETWEEN  
THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

1. Parties and Date

This Amendment No. 2 to Agreement No. 517 is made and entered into as of this 17th day of May, 2023 (Amendment No. 2), 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 Kimley-Horn and Associates, Inc., a North Carolina corporation with its principal place of business at 4637 Chabot Drive, Suite 300, Pleasanton, CA 94588 (Consultant). The Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 2.

2. Recitals

2.1 Consultant. The Authority and Consultant have entered into an agreement entitled Agreement No. 517 dated April 20, 2022 (Agreement) for the purpose of retaining the services of Consultant to provide engineering and environmental services.

2.2 Amendment Purpose. The Authority and Consultant desire to amend the Agreement to extend the Agreement termination date to December 31, 2024. “The Parties have heretofore entered into Amendment No. 2 dated May 17, 2023.”

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 5 of the Agreement.

3. Terms

3.1 Amendment. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

3.1.A Time of Performance; Term

The term of this Agreement shall be from March 20, 2019 to December 31, 2024, unless earlier terminated as provided herein. Consultant shall commence performance upon receipt of written notice from the Authority to proceed (Notice to Proceed). The Notice to Proceed shall set forth the date of commencement of work. Consultant shall not proceed with performance of any Services under this Agreement unless and until the Authority provides the Notice to Proceed.

Consultant shall meet any established schedules and deadlines as specified in Exhibit "C." Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the Authority and within any completion schedules adopted for the Project. Consultant agrees to coordinate with Authority's staff, contractors and consultants in the performance of the Services, and shall be available to Authority's staff, contractors and consultants at all reasonable times.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

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. 2.

3.4 Severability. If any portion of this Amendment No. 2 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. 2 TO AGREEMENT NO. 517  
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND KIMLEY-HORN AND ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the 17th day of May, 2023.

CONTRA COSTA TRANSPORTATION  
AUTHORITY

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Federal Glover  
Chair

By: \_\_\_\_\_  
Brian Sowers  
Senior Vice President

ATTEST:

By: \_\_\_\_\_  
Tarienne Grover  
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Fennemore Wendel  
Authority Counsel

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**KHA Kimley-Horn and Associates, Inc.**  
**Historical Summary of Contract Amendments**  
**CT517**

<b>Date</b>	<b>Contract Amendment</b>	<b>Amount of Amendment</b>	<b>Total Contract Amount</b>	<b>Description</b>
Mar 20, 2019	Original	\$ -	\$ 2,000,000	Engineering and Environmental Services.
Apr 20, 2022	Amendment No. 1	\$ -	\$ 2,000,000	Extend the agreement termination date to June 30, 2023 with no increase in budget.
May 17, 2023	<i>Proposed</i> Amendment No. 2	\$ -	\$ 2,000,000	Extend the agreement termination date to December 31, 2024 with no increase in budget.

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