

**AMENDMENT NO. 4  
TO AGREEMENT NO. 521  
BETWEEN  
THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND  
COLE MANAGEMENT AND ENGINEERING, INC.**

1. Parties and Date

This Amendment No. 4 to Agreement No. 521 is made and entered into as of this 21st day of June, 2023 (Amendment No. 4), 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 Cole Management and Engineering, Inc., a California Corporation with its principal place of business at 2001 Salvio Street, Suite 8, Concord, CA 94520 (Consultant). The Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 4.

2. Recitals

2.1 Consultant. The Parties have entered into an agreement entitled Professional Services Agreement No. 521 dated May 15, 2019 (Agreement) for the purpose of Consultant to provide continued Project and Program Management (PPM) services.

2.2 Amendment Purpose. The Parties desire to amend the Agreement to increase the not-to-exceed compensation amount.

The Parties have heretofore entered into Amendment No. 1 dated May 18, 2022, Amendment No. 2 dated October 19, 2022, and Amendment No. 3 dated November 16, 2022.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 2 of the Agreement.

3. Terms

3.1 Amendment. Section 2a of the Agreement is hereby amended in its entirety to read as follows:

3.1.A Section 2a Compensation

Authority shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not-to-exceed amount of five million, three hundred forty six thousand, nine hundred twelve dollars and ninety cents (\$5,346,912.90) (Total Compensation). This Total Compensation amount shall be based upon, and may be adjusted

according to, the fee schedule and related terms and conditions attached hereto as Exhibit "8" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

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. 4.

3.4 Severability. If any portion of this Amendment No. 4 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. 4 TO AGREEMENT NO. 521  
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND COLE MANAGEMENT AND ENGINEERING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 to Agreement No. 521 as of the 21st day of June 2023.

CONTRA COSTA TRANSPORTATION  
AUTHORITY

COLE MANAGEMENT AND ENGINEERING, INC.

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

By: \_\_\_\_\_  
Christopher Cole  
President

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

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