

CONTRACT MODIFICATION

1. CONTRACT NO: 137666	2. CONTRACT MODIFICATION NO.: 21	3. EFFECTIVE DATE OF C.M. See Block 9	4. CONTRACTOR NAME: Herzog Transit Services, Inc.
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION: NO CHANGE

7. TERM OR PERIOD OF PERFORMANCE: 21 CALENDAR DAYS INCREASE

PRIOR: 4/27/2019

NEW: 5/18/2019

8. HERZOG TRANSIT SERVICES, INC. ("CONTRACTOR"):

Name & Title: Lance T Davis General Manager
(Print or type)

Signature: Lance T. Davis

Date Executed: 4/25/19

9. CAPITAL METRO TRANSPORTATION AUTHORITY ("CAPITAL METRO"):

Name: Sean Wighamam Contracting Officer
(Print or type)

Signature: Sean Ross

Date Executed: 4/25/19

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is in accordance with EXHIBIT E-Revised-9, Contractual Terms and Conditions, Section 14, entitled CHANGES, and incorporates additional time only as detailed below:

- A. Refer to Contract Modification 15. Original completion date was March 3, 2019. Contract Modification 18, Change Order 1, extended the completion date 55 calendar days to April 27, 2019. This Contract Modification 21, Change Order 2, extends the completion date 21 calendar days to May 18, 2019, per attached Change Order 2 form. The new completion date is May 18, 2019.
- B. This Modification 21 shall be subject to all requirements as outlined in Modification 15, including Exhibit E-Modification 15 and Exhibit G-Modification 15 and Modification 18, Change Order 1.

The amount stated above is the final contract modification amount agreed to by both parties. Upon receipt of payments totaling this amount, the Contractor, for itself, its successors and assigns will release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the Contractor has or may have had a result of furnishing labor, supplies, or materials for the change order stated above. This modification may be executed in multiple originals, and an executed facsimile or email copy shall have the same force and effect as the original document.

[END OF MODIFICATION #21]