

CONTRACT MODIFICATION

1. CONTRACT NO: 137666	2. CONTRACT MODIFICATION NO.: 40	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

PRIOR TOTAL ESTIMATED NOT TO EXCEED PRICE: \$ 133,287,030.70
Modification #40 \$ 0.00
NEW TOTAL ESTIMATED NOT TO EXCEED PRICE: \$ 133,287,030.70

7. TERM OR PERIOD OF PERFORMANCE:

NO CHANGE

PRIOR: September 30, 2022
NEW: September 30, 2022

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

Name & Title: Lance Davis, General Manager Signature: _____
(Print or type) Date Executed: _____

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

Name: Sean Wighamam, Contracting Officer Signature: _____
(Print or type) Date Executed: _____

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is in accordance with EXHIBIT E-Revised-9, Contractual Terms and Conditions, Section 14, entitled **CHANGES**, to be made a part hereof for all pertinent purposes.

Capital Metro IT Assets/Equipment Agreement ("Agreement")

Attached to this contract modification is the form entitled Capital Metro IT Assets/Equipment Agreement. This Agreement shall be utilized when Capital Metro assigns the Contractor certain Capital Metro owned property, specifically IT Assets and Equipment. Contractor's personnel will be required to sign this form each time Capital Metro assigns Contractor IT assets and/or equipment for Contractor's use.

It is understood that the attached Agreement represents version 1.0 and will include the first batch of IT Assets/Equipment assigned to the Contractor. Both parties agree to revise the Agreement with mutual signatures to include a new version number and date. The new version of the Agreement will be executed in lieu of future contract modifications, and will automatically replace the previous version.

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 #40



Capital Metro IT Assets/Equipment Agreement Herzog Transit Services

Dear Team Manager of Herzog Transit Services:

In connection with Contract No. 137666 (the "Contract") by and between Capital Metropolitan Transportation Authority ("Capital Metro") and Herzog Transit Services, Inc. ("Contractor"), Capital Metro will provide Contractor's personnel ("Team" and/or "Team Manager") with the IT Assets/Equipment listed in the attached IT Assets/Equipment list, subject to the following:

CONTRACTOR RESPONSIBILITIES

- As the Team Manager, you are responsible for ensuring all IT Assets/Equipment that your team has been given are in good working order and functioning throughout the term of the Contract.
- If any of the IT Assets/Equipment is dropped, missing, or otherwise not in good working order, you are responsible for contacting the Capital Metro IT Service Desk at 512-389-7570 as soon as possible.
- If an IT Assets/Equipment is no longer in good working order as a result of your or your team's act, omission, or negligence, Contractor will be required to replace the IT Assets/Equipment (that is, replacement-in-kind).
- As the Team Manager, you must obtain the Capital Metro IT Service Desk Manager's prior approval to purchase an IT Assets/Equipment, if a similar model & make cannot be found. The terms and conditions of this document will apply to any such IT Assets/Equipment.
- Capital Metro will only provide the IT Assets/Equipment listed below. Any additional IT Assets/Equipment needed in connection with the Contract must be provided by Contractor at Contractor's expense. The Equipment must be approved by the Service Desk Manager prior to purchase.
- If an IT Assets/Equipment is lost or stolen, Contractor will be required to replace the IT Assets/Equipment (that is, replacement-in-kind).
- You are responsible for ensuring the IT Assets/Equipment obtains updated software for continual good use. This task is performed by daily charging each IT Assets/Equipment and, when prompted, agreeing to download any available upgrades.

CAPITAL METRO'S RESPONSIBILITIES

- Capital Metro will provide the IT Assets/Equipment listed in the attached in good condition to the Contractor.
- Capital Metro will respond to any Service Call or ticket raised by the Contractor for issues described under the above section "Contractor's Responsibilities".



- If the IT Assets/Equipment is lost or stolen or unavailable, and the Contractor informs Capital Metro, wherever possible e.g., in an iPad, Capital Metro will proceed to disable the IT Assets/Equipment remotely.

By signing below, you acknowledge and agree to the above.

Herzog Transit Services (Contractor)

Team Manager's Name

Signature/Date

Capital Metro

Project Manager Name

Signature/Date

IT Project Manager's Name

Signature/Date

Contract Administrator Name

Signature/Date

