

**CONTRACT MODIFICATION #2**

<b>1. CONTRACT NO:</b> 200005, RDS Software	<b>2. CONTRACT MODIFICATION NO.:</b> 2	<b>3. EFFECTIVE DATE OF C.M. See Block 9. below</b>	<b>4. CONTRACTOR NAME:</b> Stadler Services AG
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**5. AGREEMENT TO MODIFY CONTRACT:**

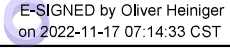
The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain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

**6. AMOUNT OF THIS CONTRACT MODIFICATION: INCREASE \$65,000**

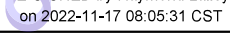
**PREVIOUS:** TOTAL NOT-TO-EXCEED ESTIMATED PRICE: \$531,500.00  
**NEW:** TOTAL NOT-TO-EXCEED ESTIMATED PRICE: \$596,500.00

**7. TERM OR PERIOD OF PERFORMANCE:** 12 months INCREASE  
**PRIOR:** January 1, 2022 – December 31, 2022  
**NEW:** January 1, 2023 – December 31, 2023

**8. CONTRACTOR'S EXECUTION:**

Name & Title: Oliver Heiniger Head of Maintenance Systems and Technologies Signature:   
(Print or type) Date Executed: November 17, 2022

**9. CONTRACTING OFFICER'S EXECUTION:**

Name & Title: Raymond Lalley, Contract Administrator III Signature:   
(Print or type) Date Executed: November 17, 2022

**10. DESCRIPTION OF CONTRACT MODIFICATION:**

This Modification 2 is issued in accordance with Exhibit E, Contractual Terms and Conditions, Section 4, **OPTION TO EXTEND CONTRACT TERM** to be made a part hereof for all pertinent purposes. The changes are as follows:

1. An extension to the contract is exercised for an effective period of January 1, 2023 through December 31, 2023 at the pricing provided in Exhibit A, Section 6, Item 2.
2. The Term of the Contract is hereby extended to December 31, 2023.

*For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns 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 orders stated above. This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.*

**END OF MODIFICATION #2**

# **The remainder of Exhibit A – Pricing Schedule has been redacted.**

**For further information regarding Exhibit A, you may:**

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

**OR**

- Submit a public information request directly to [PIR@capmetro.org](mailto:PIR@capmetro.org).

For more information regarding the Public Information Act and submitting public information requests, follow this link to our website: <https://www.capmetro.org/legal/>