## CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AUSTIN, TEXAS

# CONTRACT MODIFICATION

1. CONTRACT NO: 2. CONTRACT 4. CONTRACTOR NAME: 3. EFFECTIVE DATE 200492 On Board Digital **MODIFICATION NO.: 2** OF C.M. **Clever Devices** Displays See Block 10 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: \$0 **NO CHANGE** PRIOR NOT-TO-EXCEED PRICE: \$853,682.96 INCREASE: \$0 **NEW NOT-TO-EXCEED PRICE** \$853,682.96 7. TERM OR PERIOD OF PERFORMANCE: **TBD** PRIOR: NEW: 8. CONTRACTOR'S EXECUTION: Name & Title: Signature: Date Executed: /O / /4 12020 9. CONTRACTING OFFICER'S EXECUTION: Name: <u>Jeffery Yeomans, Contracts Administrator</u> Signature (Print or type)

# 10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is made in accordance with Exhibit E-Revised-2, Contractual Terms and Conditions, Section 21, CHANGES, to be made a part hereof for all pertinent purposes.

Date Executed:

A. The Authority and the Contractor agree that all the delays stated in Modification #1 have been resolved and the Contractor may restart the work immediately. The Authority and the Contractor recognize that a new period of performance will need to be established due to the delay. Contractor will submit a new proposed project schedule no later than October 15, 2020 for the Authority's review and approval.

A contract modification revising the period of performance will be forthcoming to account for the excusable delay and required cease of operations once project timeline has been assessed.

B. Refer to Exhibit E-Revised-2, Contractual Terms & Conditions, Section 35 REQUEST FOR INFORMATION. Section 35 shall be revised as follows and indicated in red font, yellow highlight:

### 35. REQUEST FOR INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the Authority and its authorized agents except as otherwise provided by this Contract or after obtaining the prior written permission of the Authority.

- (b) This Contract, all data and other information developed pursuant to this Contract shall be subject to the Texas Public Information Act. The Authority shall comply with all aspects of the Texas Public Information Act.
- (c) The Contractor is instructed that any requests for information regarding this Contract and any deliverables shall be referred to the Authority.
- (d) The requirements of Subchapter J, Chapter 552, Government Code, may apply to this **contract** and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
  - (1) The requirement of Subchapter J, Chapter 552, Government Code as amended currently applies to expenditures of at least \$1 million in public funds for the purchase of goods or services

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]