



CONTRACT MODIFICATION

1. CONTRACT NO: 200624 Construction Observation & Coordination Services	2. CONTRACT MODIFICATION NO.: 6	3. EFFECTIVE DATE OF C.M. See Block 9	4. CONTRACTOR NAME: Freese and Nichols, 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: \$0 NO CHANGE

CURRENT AMOUNT NTE: \$6,000,000 total cumulative task order amount for all three (3) contracts.

7. TERM OR PERIOD OF PERFORMANCE: 12-MONTHS INCREASE

CURRENT TERM: 9/27/2025

NEW TERM: 9/27/2026

8. CONTRACTOR'S EXECUTION: CONTRACTOR DOES NOT NEED TO SIGN

9. CAPMETRO'S EXECUTION:

Name & Title: Sean Wighamman, Contracts Administrator
(print or type)

E-SIGNED by Sean Wighamman
Signature: on 2025-09-23 00:16:19 GMT

Date Executed: September 23, 2025

10. DESCRIPTION OF CONTRACT MODIFICATION: This modification is made in accordance with Exhibit E-Revised-2, Section 19, CHANGES, and makes the following changes to the Contract for all pertinent purposes:

1. This modification exercises Option Period 4, Year 6 of the contract, in accordance with Exhibit E-Revised-2, Contractual Terms and Conditions, Section 4. Option to Extend Contract Term, at the Fully Burdened Hourly Labor Rate pricing listed in Exhibit A-Revised-1, FPR Pricing Schedule, Section 7.F., Option Period 4, Year 6. The total contract amount shall be determined by the cumulative total of the task orders issued.
2. The total amount of all task orders issued among all three (3) contracts awarded for this service shall not exceed \$6,000,000.00 cumulatively.
3. **The new Contract expiration date is September 27, 2026.**

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