

CONTRACT MODIFICATION #3

1. CONTRACT NO: 200645, Landscaping Services	2. CONTRACT MODIFICATION NO.: 3	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: Unity Contractor Service, 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: INCREASE OF \$357,767.50

PREVIOUS: The total amount of the base contract and two previous modifications, not to exceed \$721,925.40

NEW: The total shall not exceed \$ 1,079,692.90

7. TERM OR PERIOD OF PERFORMANCE:	12 months	INCREASE
PRIOR:	February 7, 2023	
NEW:	February 7, 2024	

8. CONTRACTOR'S EXECUTION:

Name & Title: CONTRACTOR DOES NOT NEED TO SIGN

9. CONTRACTING OFFICER'S EXECUTION:

Name & Title: Anita Deibert, CPSM, Procurement Mgr, Acquisitions & Contract Admin

E-SIGNED by Anita Deibert
Signature: on 2023-01-18 15:25:33 CST

Date Executed: January 18, 2023

10. DESCRIPTION OF CONTRACT MODIFICATION:

This Modification 3 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. This Modification 3 is issued to exercise a twelve (12) month unilateral extension option in accordance with Exhibit E-, Contractual Terms, and Conditions, Section 4, **OPTION TO EXTEND CONTRACT TERM** for the fully burdened labor rates specified in Exhibit A-1-Revised-1, Section 2, Option Year 1 (Contract Year 3).
2. The Term of the Contract is hereby extended to February 7, 2024.

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 #3