CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AUSTIN TEXAS

CONTRACT MODIFICATION

1. CONTRACT NO:
200764, Outside Legal
Counsel Services

2. CONTRACT
MODIFICATION NO.: 1
Block 9. below

3. EFFECTIVE DATE
OF C.M. See
Block 9. below

4. CONTRACTOR NAME:
Kaplan Kirsch & Rockwell

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: Not-to-exceed \$600,000.00 for all 11 contracts for this Option Period 1

The total contract amount shall be determined by the <u>cumulative</u> total of the task orders issued. The total amount of all task orders shall not exceed \$2.400.000.00 for all 11 contracts awarded for this service.

7. TERM OR PERIOD OF PERFORMANCE: FROM: TO:	ONE (1) YEAR November 30, 2024 November 30, 2025	
8.CONTRACTOR'S EXECUTION:		
~ CONTR	RACTOR IS NOT REQUIRED TO SIGN ~	
Name & Title:		
(Print or type)		
, ,,,	Date Executed:	
9.CONTRACTING OFFICER'S EXECUTION:		
Name & Title: <u>Anita Deibert, Contracting Officer</u> (Print or type)	Signature:	
	Date Executed:	

10. DESCRIPTION OF CONTRACT MODIFICATION:

This Modification is in accordance with Exhibit E, Contractual Terms and Conditions, Section 4, <u>Option to Extend Contract Term</u>, to be made a part hereof for all pertinent purposes. Modification 1 exercises option period 1, year 4 of the contract. Pricing for option period 1 is based on fully burdened labor rates for task orders as indicated in Exhibit A (Pricing Schedule), Section 9. The new Contract expiration date is November 30, 2025.

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 1