| | CAPITAL METROPOLITAN TRANSPO AUSTIN, ⁻ | | |
|---|---|---|---|
| | CONTRACT MO | DIFICATION | |
| 1. CONTRACT NO: 500011 – CAD/AVL/APC & ITS Systems Replacement Consultant | 2. CONTRACT MODIFICATION NO: 02 | 3. EFFECTIVE DATE OF C.M. See Block 9 | 4. CONTRACTOR NAME: IBI Group, A California Partnership |
| AGREEMENT TO MODIF The parties hereto agree to pursuant to the terms and c (including, but not limited to | Y CONTRACT: o modify the Contract identifi onditions of the Contract. Exc o, price, delivery, and comple | ied in Block 1, above, as ept as modified herein, all (tion date) remain unchang | described in Block 10, below, other provisions of the Contract jed. |
| 6. AMOUNT OF THIS CONTRACT MODIFICATION: NO CHANGE | | | |
| | | | |
| 7.TERM OR PERIOD OF PE | RFORMANCE: | 24-Month INCREASE | |
| | 28/2024 28/2026 | | |
| 8. CONTRACTOR'S EXECU | TION: CONTRACTOR I | OOES NOT NEED TO SIG | N |
| Name & Title: | | Signature: | |
| | (print or type) | Date Executed: | |
| 9.CAPMETRO'S EXECUTIO | N: | | |
| Name & Title: <u>Terry Dudley, Contracts Administrator</u> (print or type) | | Signature: | |
| | | Date Executed: | |
| 10. DESCRIPTION OF CON | FRACT MODIFICATION: | | |

This contract modification is made in accordance with Exhibit E-Revised-2, Contractual Terms and Conditions, Section 20. <u>CHANGES</u>, to be made part hereof for all pertinent purposes. The changes are as follows:

 In accordance with Exhibit E-Revised-2, Contractual Terms and Conditions, Section 5, OPTION TO EXTEND CONTRACT PERFORMANCE, CapMetro is hereby exercising the unilateral right and option to require continued performance of services within the limits and rates specified in the Contract for an additional 24-months. The term of the Contract is hereby extended to August 28, 2026.

The amount stated above is the final contract modification amount agreed to by both parties. Upon receipt of payments totaling this amount, the Contractor, for itself, its successors and assigns will release, acquit and forever discharge Capital Metropolitan Transportation Authority (CapMetro) 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 order stated above. This modification may be executed in multiple originals, and an executed facsimile or email copy shall have the same force and effect as the original document.

[END OF MODIFICATION # 02]