

CONTRACT MODIFICATION #2

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|----------------------------------|----------------------------------------|-----------------------------------------------------|--------------------------------------------------|
| 1. CONTRACT NO: 500066 | 2. CONTRACT MODIFICATION NO.: 2 | 3. EFFECTIVE DATE OF C.M. See Block 9. below | 4. CONTRACTOR NAME: Elk Electric, Inc. |
|----------------------------------|----------------------------------------|-----------------------------------------------------|--------------------------------------------------|

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: \$200,000.00 INCREASE

PREVIOUS CONTRACT AMOUNT: \$642,595.00

NEW CONTRACT AMOUNT: \$842,595.00

7. TERM OR PERIOD OF PERFORMANCE: NO CHANGE

2/13/2023 – 2/13/2025

8. CONTRACTOR'S EXECUTION:

Name & Title: **CONTRACTOR DOES NOT NEED TO SIGN**
(print or type)

Signature: _____

Date Executed: _____

9. CONTRACTING OFFICER'S EXECUTION:

Name & Title: **Muhammad Abdullah, VP of Procurement and Chief Contracting Officer**

Signature: _____

Date Executed: _____

10. DESCRIPTION OF CONTRACT MODIFICATION:

This contract modification is made in accordance with Exhibit E-Revised-1, Section 18. CHANGES, to be made part of hereof for all pertinent purposes. The changes are as follows:

1. This modification revises the current contract total amount from \$642,595.00 to \$842,595.00.
2. Additionally, in accordance with Exhibit F, Section 4, FACILITY AND SERVICE LOCATIONS, adding the following locations:
 - a. 5315 E Ben White, Austin, TX
 - b. McKalla Station, Austin, TX
 - c. 3100 E 5th Street, Austin, TX

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 #2