

CONTRACT MODIFICATION

1. CONTRACT NO: 500082 Construction of Bridge Span Replacements	2. CONTRACT MODIFICATION NO: 4	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: Jay-Reese Contractors, 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: (NO CHANGE)

PRIOR TOTAL PRICE:

NEW TOTAL PRICE:

7. TERM OR PERIOD OF PERFORMANCE: (INCREASE 90 CALENDAR DAYS)

PRIOR:

December 31, 2025

NEW:

March 31, 2026

8.CONTRACTOR'S EXECUTION:

Name & Title: Ron Albee, President
(Print or type)

E-SIGNED by Ron Albee
Signature: on 2025-07-23 19:29:27 GMT

Date Executed: July 23, 2025

9.CONTRACTING OFFICER'S EXECUTION:

Name & Title: Tracee Metterle, Contracting Officer
(Print or type)

E-SIGNED by Tracee Metterle
Signature: on 2025-07-23 19:41:08 GMT

Date Executed: July 23, 2025

10. DESCRIPTION OF CONTRACT MODIFICATION:

The contract is modified in accordance with Exhibit E - Revised-5, Contractual Terms and Conditions, Section 41., entitled **CHANGES**, to be made a part hereof for all pertinent purposes. The changes are as follows:

1. Refer to Exhibit E – Revised-5, Contractual Terms and Conditions. Exhibit E - Revised-5 is hereby replaced in its entirety with **Exhibit E - Revised-6**, attached hereto and incorporated herein for all pertinent purposes. This Modification revises the following:
 - (a) Section 4, Period of Performance with changes reflected in highlighted text. The Contract is hereby extended Ninety (90) calendar days from December 31, 2025, to **March 31, 2026**.
 - (b) Section 53 (d), Invoicing and Payments with changes reflected in highlighted text. The amount retained for progress payments is hereby changed from five percent (5%) to three percent (3%).

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 4