

CONTRACT MODIFICATION

1. CONTRACT NO: 500143, IDIQ Construction Services	2. CONTRACT MODIFICATION NO: 1	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: Muñiz Concrete and Contracting, 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: (NO CHANGE)

7. TERM OR PERIOD OF PERFORMANCE: (NO CHANGE)

8.CONTRACTOR'S EXECUTION:

Name & Title: Jose Juan Muniz  
(Print or type)

Signed by:  
Signature: Jose Juan Muniz  
DC26D746D0E9432...  
Date Executed: 12/2/2024

9.CONTRACTING OFFICER'S EXECUTION:

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

Signature: Tracee Metterle  
Digitally signed by Tracee Metterle  
DN: cn=Tracee Metterle, o=Capital Metro, ou=Procurement, email=tracee.metterle@capmetro.org, c=US  
Date: 2024.12.02 17:15:20 -0600  
Date Executed: December 2, 2024

10. DESCRIPTION OF CONTRACT MODIFICATION:

The contract is modified in accordance with Exhibit E - Revised-1, Contractual Terms and Conditions, Section 52., entitled **CHANGES**, to be made a part hereof for all pertinent purposes. The changes are as follows:

1. Refer to Exhibit D, Schedule C of Subcontractor Participation. Exhibit D, Schedule C is hereby replaced in its entirety with **Exhibit D, Schedule C - Revised-1**, attached hereto and incorporated herein for all pertinent purposes. Changes are reflected with red font and highlighted text.
2. Refer to Exhibit H – Authorization of Work Product. Exhibit H is attached hereto and incorporated herein for all pertinent purposes.

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