

CONTRACT MODIFICATION

1. CONTRACT NO: 200107, Rail Operations Consulting Services	2. CONTRACT MODIFICATION NO: 2	3. EFFECTIVE DATE OF C.M.: See Block 9	4. CONTRACTOR NAME: LTK Engineering Services
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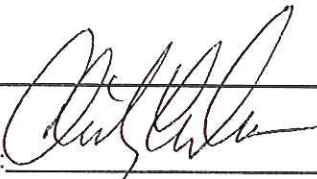
5. AGREEMENT TO MODIFY CONTRACT:

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**

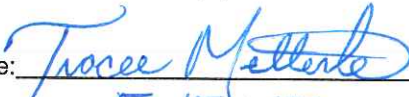
7. TERM OR PERIOD OF PERFORMANCE: **NO CHANGE**
PRIOR:
NEW:

8. CONTRACTOR: **Christopher Lawlor**
Name & Title: **Senior Vice-President and CAO**
(Print or type)

Signature: 
Date Executed: 5/15/17

9. CAPITAL METRO TRANSPORTATION AUTHORITY ("Capital Metro" or "The Authority"):

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

Signature: 
Date Executed: 5/15/17

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification makes the following change to the Contract for all pertinent purposes:

Refer to Exhibit E, Revised. Exhibit E, Revised shall be replaced in its entirety with Exhibit E-Revised-2, attached hereto and made a part hereof for all pertinent purposes. The following **new** Section 51 has been added. Changes are reflected with highlighted text and a line in the margin.

Section 51 Drug and Alcohol Testing Program

(a) The Authority and its contractors and subcontractors are required to comply with the requirements of 49 C.F.R. 219 with no exceptions. Contractor has established and implemented, or agrees to establish and implement, and cause its applicable subcontractors to establish and implement, a drug and alcohol testing program for regulated employees (including volunteers, employees and probationary employees) whose duties include inspection, construction, maintenance or repair of roadway track; bridges, roadway, signal and communications systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a track and flagmen and watchmen/lookouts ("part 219 employees") that complies with 49 C.F.R. part 219, produce any documentation necessary to establish its compliance with part 219, and permit any authorized representative of the United States Department of Transportation or the Federal Railroad Administration ("FRA") and the Authority to inspect the facilities and records associated with the implementation and operation of the drug and alcohol testing program as required under 49 C.F.R. part 219, including the review of the testing process.

(b) Prior to the performance of any work under the contract by any part 219 employees on or after June 12, 2017, the Contractor shall furnish the Authority, and cause each subcontractor that provides part 219 employees to perform work under the Contract to furnish the Authority, with copies of all supporting compliance documentation including but not limited to the following:

- (i) A copy of the Contractor's 49 CFR part 219 Railroad Contractor Compliance Plan.
- (ii) A copy of the Federal Railroad Administration's acceptance letter for 49 CFR part 219 Railroad Contractor Compliance Plan.
- (iii) A certified list of contractor's part 219 grandfathered employees (June 12, 2017).
- (iv) A certified list of employees who are currently regulated by 49 CFR part 219 Railroad Contractor Compliance Plan part 219.
- (v) Copies of the employees DOT 40-25 previous employer drug and alcohol record covered by 49 CFR part 219 Railroad Contractor Compliance Plan.
- (vi) Updated list of contractor's employees when an employee status has changed or employee becomes ineligible, along with an updated certification required in subsection (iv).
- (vii) Rule G Observations when requested by the Authority.
- (viii) Management Information System Report (MIS) each six (6) months.

Access to the work site will be prohibited to employees not named in the certified list required by subsections (iv) and (vi).

(c) Upon notice to the Contractor, Capital Metro may require the Contractor and any subcontractor providing part 219 employees to use a third-party compliance-provider to track Contractor's part 219 compliance. If the Contractor or any of its subcontractors fails to utilize such required compliance provider or an approved equivalent as required, then the Authority may suspend Contractor's performance under this Contract and/or pursue default remedies under this Contract. The Authority reserves the right to change the required third-party compliance provider upon notice to the Contractor. In the event that Capital Metro requires the Contractor to use a third-party compliance service, any costs of the required service will be reimbursed by Capital Metro provided the Contractor follows the following reimbursement procedure: the Contractor shall provide the estimated costs of the compliance service within fourteen (14) calendar days following Capital Metro's notice to the Contractor of the adoption of a third-party compliance provider requirement and Contractor shall not incur any costs until a subsequent contract modification is fully executed.

(d) The Contractor shall provide the Authority with a list of the names of any subcontractors performing part 219 services, along with a certified list of the employees assigned by the subcontractor to perform work under the contract, at least ten (10) calendar days prior to the time a subcontractor or its part 219 employees enters the work site. The Contractor and each subcontractor shall be solely responsible for their compliance with 49 C.F.R. part 219.

(e) The Contractor shall include the substance of subparagraph (a)-(e) of this clause, in each applicable subcontract under this contract.

(f) If the Authority discovers that the Contractor or any of its subcontractors are not in compliance with the requirements of 49 U.S.C part 219, the Authority may suspend the Contractor's performance under this Contract and/or pursue default remedies under this Contract.

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 (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 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 # 2]