

CONTRACT MODIFICATION

1. CONTRACT NO: 200107, Rail Operations Consulting Services	2. CONTRACT MODIFICATION NO.: 21	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: Hatch Associates Consultants, Inc. (Formerly LTK Consulting 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
NOT-TO-EXCEED TOTAL PRICE:

7. TERM OR PERIOD OF PERFORMANCE: NO CHANGE
PRIOR: August 22, 2023
NEW: August 22, 2023

8. CONTRACTOR'S EXECUTION:
Name & Title: Dominic A. DiBrito, P.E., Managing Director - Transit Signature:  Date Executed: 4/26/2023
(print or type)

9. CONTRACTING OFFICER'S EXECUTION:
Name & Title: Muhammad Abdullah, Contracting Officer Signature: _____ Date Executed: _____
(print or type)

10. DESCRIPTION OF CONTRACT MODIFICATION:
This modification is made in accordance with Exhibit E-Revised-2, Contractual Terms and Conditions, Section 15, CHANGES, to be made a part hereof for all pertinent purposes. The changes are as follows:

Modification 21 is hereby issued to execute a name change request for the firm formally known as LTK Consulting Services, Inc. ("LTK") to Hatch Associates Consultants, Inc. ("Hatch") as detailed in the Assignment and Assumption Agreement, attached hereto and made a part hereof, as follows:

Hatch Associates Consultants, Inc.
Gateway View Plaza
1600 West Carson Street, Suite 1
Pittsburgh, PA 15219

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 21

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

**ASSIGNMENT AND ASSUMPTION AGREEMENT
CONTRACT 200107**

This Assignment and Assumption Agreement (“**Agreement**”) is made by and among LTK Consulting Services, Inc., a corporation duly organized and existing under the laws of the State of Pennsylvania (“**LTK**” or “**Transferor**”), whose address is 100 W. Butler Avenue, Ambler, PA 19002 and Hatch Associates Consultants, Inc., a company duly organized and existing under the laws of the State of New York (“**Hatch**” or “**Transferee**”), with offices located at Gateway View Plaza, 1600 West Carson Street, Suite 1, Pittsburgh, PA 15219, and Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**Capital Metro**”), whose address is 2910 E. Fifth St., Austin, TX 78702. For and in consideration of the mutual benefits herein contained, the parties agree as follows:

(a) **BACKGROUND:**

- (1) On August 23, 2016, Capital Metro entered into Contract No. 200107 with the Transferor for the performance of Rail Operations Consulting Services (“**Contract**”). The term Contract includes any modifications thereto.
- (2) LTK merged with the Hatch group of companies effective October 30, 2020.
- (3) LTK wishes to assign the Contract to its affiliate, Transferee.
- (4) The Transferee has agreed to assume all obligations and liabilities of the Transferor under the Contract.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the Contract.
- (6) The Transferor and the Transferee seek permission from Capital Metro to assign the Contract to the Transferee.

(b) **TERMS OF ASSIGNMENT AND ASSUMPTION:**

- (1) The Transferor hereby agrees to transfer all of its rights and obligations under the Contract to the Transferee.
- (2) The Transferee agrees to be bound by and to perform the Contract in accordance with the conditions contained in the Contract. The Transferee also assumes all obligations of the Transferor under the Contract arising on or after the date last written below the parties’ signatures.
- (3) Capital Metro consents to the assignment of the Contract and agrees to recognize the Transferee as the Transferor's successor in interest in and to the Contract.
- (4) Except as expressly provided in this Agreement, nothing herein shall be construed as a waiver of any rights of Capital Metro has against the Transferor.
- (5) All previous payments and reimbursements made by Capital Metro under the Contract shall be considered to have discharged those payment/reimbursements obligations under the Contract to the extent of the amounts paid. All payments and reimbursements made by Capital Metro after the date of this Agreement in the name of or to Transferor shall have force and effect as if made to the Transferee and shall constitute a complete discharge of Capital Metro's obligations under the Contract, to the extent of the amounts paid or reimbursed.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(6) The Contract, as amended, is ratified and confirmed in all respects.

(7) This Agreement contains the entire agreement among the parties. This Agreement is governed and enforced by, and construed in accordance with, the laws of the State of Texas. Venue shall be in Travis County, Texas.

(8) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Transferor: LTK Consulting Services, Inc.

I, Christopher M. Lawlor, represent and warrant that I am the authorized agent of LTK Consulting Services, Inc. and that this Agreement was duly signed for and on behalf of the Transferor.

Transferor: LTK Consulting Services, Inc.

By  _____
Authorized Agent

Printed Name: Christopher M. Lawlor
Senior Vice President

Date: 04/13/2023

Transferee: Hatch Associates Consultants, Inc.

I, Dominic A. DiBrito, P.E., represent and warrant that I am the authorized agent of Hatch Associates Consultants, Inc. and that this Agreement was duly signed for and on behalf of the Transferee.

Transferee: Hatch Associates Consultants, Inc.

By  _____
Authorized Agent

Printed Name: Dominic A. DiBrito, P.E.
Managing Director - Transit

Date: 4/17/2023

Capital Metro:

Capital Metropolitan Transportation Authority

E-SIGNED by Muhammad Abdullah
on 2023-04-26 14:02:22 GMT



Contracting Officer

Printed Name: Muhammad Abdullah, C.P.M.
Sr. Director, & Chief Contracting Officer

Date: April 26, 2023