

CONTRACT MODIFICATION

1. CONTRACT NO: 200107, Rail Operations Consulting Services	2. CONTRACT MODIFICATION NO.: 3	3. EFFECTIVE DATE OF C.M. See Block 9. below	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
NOT-TO-EXCEED TOTAL PRICE:

7. TERM OR PERIOD OF PERFORMANCE: ONE (1) YEAR
FROM: August 22, 2018
TO: August 22, 2019

8. CONTRACTOR'S EXECUTION: - CONTRACTOR IS NOT REQUIRED TO SIGN -

Name & Title: _____ Signature: _____
(Print or type) Date Executed: ____/____/____

9. CONTRACTING OFFICER'S EXECUTION:

Name & Title: Tracee Metterle, Contracting Officer Signature: 
(Print or type) Date Executed: 7 / 26 / 18

10. DESCRIPTION OF CONTRACT MODIFICATION:

This Modification is in accordance with Exhibit E-Revised-1, Contractual Terms and Conditions, Section 4, Option to Extend Term, to be made a part hereof for all pertinent purposes. Modification 3 exercises option year 1 of the contract. Pricing for option year 1 is based on fully burdened labor rates for task orders as indicated in Exhibit A, Revised-1, Section 9.

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 #3

**EXHIBIT E, REVISED
CONTRACTUAL TERMS AND CONDITIONS
(TASK ORDER SERVICES CONTRACT)**

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "subcontracts" includes purchase orders under this contract.

(b) In computing any period of time established in this contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday; in which event the period shall run to the end of the next business day.

(c) Fully burdened hourly labor rate: An hourly rate that includes all salary, overhead costs, general & administrative expenses, and profit.

2. INDEFINITE QUANTITY, INDEFINITE DELIVERY CONTRACT

(a) This is an indefinite quantity contract for the supplies or services specified and stated elsewhere in the contract. The quantities of supplies and services specified are estimates only and are not purchased by this contract.

(b) This indefinite quantity, indefinite delivery contract is subject to the following minimum/maximum clause:

(1) Minimum order. The Authority will order a minimum of \$1,000 in services under this contract.

(2) Maximum order. The Authority will order a maximum of a total not to exceed amount for this contract awarded for services under RFP 301329.

(c) There is no limit to the number of orders that may be placed under this contract. However, each task order shall not exceed \$150,000 under any circumstances without prior written approval from the Capital Metro Contracting Officer. Failure to have the prior written approval of the Capital Metro Contracting Officer will make that task order null and void and the Authority will not be responsible for any or all cost incurred by the contractor for non-compliance of this clause.

(d) When the Authority requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Authority is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$150,000;

(2) Any order for a combination of items in excess of \$150,000; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (d)(1) or (2) of this section.

(e) Notwithstanding paragraph (d) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (d), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Authority may acquire the services from another source.

(f) There is no guaranteed contract amount for the contract, except for the minimum order specified in (b)(1) of this section.

3. TERM

The term of the contract shall be two (2) years from the contract award date.

4. OPTION TO EXTEND TERM

(a) The Authority may extend the term of this contract before the contract expires. If feasible, The Authority shall give written notice of its intent to extend before the contract expires. The preliminary notice shall not commit the Authority to an extension and any absence of notice shall not affect the validity of any exercise of option to extend the term of this contract.

(b) The option period prices shall be the unit prices provided on the Schedule.

(c) There shall be five (5) option periods for twelve (12) months duration each.

(d) The total term of this contract shall not exceed seven (7) years.

5. OPTION TO EXTEND SERVICES

The Authority may require continued performance of any services within the limits and rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Authority may exercise the option by written notice to the Contractor within 60 days.

The remainder of Exhibit A – Pricing Schedule has been redacted.

For further information regarding Exhibit A, you may:

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

OR

- Submit a public information request directly to PIR@capmetro.org.

For more information regarding the Public Information Act and submitting public information requests, follow this link to our website: <https://www.capmetro.org/legal/>