

CONTRACT MODIFICATION

1. CONTRACT NO: 200107, Rail
Operations Consulting Services

2. CONTRACT
MODIFICATION NO.: 4

3. EFFECTIVE DATE OF C.M.
See Block 9. below

4. CONTRACTOR NAME:
LTK Engineering Services

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:
NOT-TO-EXCEED TOTAL PRICE:**

NO CHANGE

7. TERM OR PERIOD OF PERFORMANCE:

NO CHANGE

PRIOR:

August 22, 2019

NEW:

August 22, 2019

8. CONTRACTOR'S EXECUTION: Christopher Lawlor

Name & Title: Senior Vice-President and CAO
(print or type)

Signature: 

Date Executed: 1/21/19

9. CONTRACTING OFFICER'S EXECUTION:

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

Signature: 

Date Executed: 1/22/19

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is made in accordance with Exhibit E-Revised-2, Contractual Terms and Conditions, Section 7 (a), INVOICING AND PAYMENT, and Section 15. CHANGES, to be made a part hereof for all pertinent purposes. The changes are as follows:

1. Refer to Exhibit A, Revised-1, Pricing Schedule. Exhibit A, Revised-1, shall be replaced in its entirety with Exhibit A, Revised-2, attached hereto and made a part hereof for all pertinent purposes. Changes are highlighted in yellow and marked with a vertical line in the margin.
 - a. This Modification adds fully burdened labor rates for four new LTK staff members to Exhibit A, Revised-2, Pricing Schedule, Sections 9-13.
 - b. Refer to correspondence from LTK Engineering Services dated 1/17/2019, which states Hayden Consultants is no longer subcontracting for LTK Engineering Services. Hayden Consultants is hereby removed as a subcontractor in its entirety.
1. Refer to Exhibit E-Revised-2, Section 7 (a), INVOICING AND PAYMENT. Section 7 (a) shall be revised as follows as indicated in red font and yellow highlight:

7. INVOICING AND PAYMENT

(a) Invoices may be submitted once per month **for work completed and accepted by the Authority** and marked "Original" to:

Accounts Payable
Capital Metropolitan Transportation Authority
PO Box 6308
Austin, Texas 78762-6308

Or via e-mail to: ap_invoices@capmetro.org

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

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/>