

CONTRACT MODIFICATION

1. CONTRACT NO: 200462 401(k), Pension, 457(b) Plan Services	2. CONTRACT MODIFICATION NO: 1	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: Lincoln Retirement Services, LLC
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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)
PRIOR TOTAL PRICE:
NEW TOTAL PRICE:

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

8. CONTRACTOR'S EXECUTION: Name &


Title: Ralph Ferraro/ Senior Vice President
(Print or type)

Signature: 

Date Executed: 1/14/2021

9. CONTRACTING OFFICER'S EXECUTION:

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

Signature: 

Date Executed: January 15, 2021

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is made in accordance with Exhibit E - Revised-1, Contractual Terms and Conditions, Section 19, **CHANGES**. The changes are as follows:

Refer to Exhibit F, Scope of Services. Exhibit F shall be replaced in its entirety with Exhibit F, Revised-1. The following language is hereby incorporated into **Exhibit F - Revised-1 - Scope of Services**, 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.

- The services provided under **Exhibit F - Revised-1 - Scope of Services** may be performed on behalf or in connection with Austin Transit Partnership (ATP), and ATP's projects, initiatives, and proposals.

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

EXHIBIT F - REVISED-1
SCOPE OF SERVICES

401(k), Pension and 457(b) Plan Services

1. PURPOSE

(a) Capital Metropolitan Transportation Authority (Capital Metro) requires a full scope of retirement plan services for one non-ERISA 401(k) Plan, one Defined Benefit Pension Plan, and one 457(b) governmental Plan. Such services include, but are not limited to, open architecture institutional investment fund menu, trust and custodial services, recordkeeping services, actuarial services for the Pension Plan, and other related services.

2. BACKGROUND

- (a) Capital Metro is a political subdivision of the State of Texas organized and existing pursuant to the authority granted under Chapter 451 of the Texas Transportation Code.
- (b) Capital Metro is the sponsor of the Capital Metropolitan Transportation Authority Retirement and Savings Plan (the 401(k) Plan).
- (c) Capital Metro is the sponsor of the Capital Metropolitan Transportation Authority 457(b) Plan (the 457(b) Plan).
- (d) Capital Metro is the sponsor of the Capital Metropolitan Transportation Authority Retirement Plan for Administrative Employees (the Pension Plan).
- (e) Capital Metro retains Gallagher Benefit Services, Inc. (Gallagher) as consultant for the Plans. Gallagher is not a candidate for selection for the services under this contract and does not have any business alliances with any retirement plan service providers.
- (f) Capital Metro also retains Cornerstone Advisors Asset Management, Inc. (Cornerstone) as the Investment Advisor for the Plans. Cornerstone services as a 3(21) advisor for the 401(k) and 457(b) Plans and a 3(38) advisor for the Pension Plan. Cornerstone is not a candidate for selection for the services under this contract and does not have any business alliances with any retirement plan service providers.

3. PROJECT REQUIREMENTS

Capital Metro expects to achieve the following:

- (a) PHASE-IN / PHASE-OUT PERIOD: Shall be from September 1, 2019 through December 15, 2019.
- (b) 401(k) PLAN SERVICES: Capital Metro seeks providers that will provide a bundled and complete range of services for the 401(k) Plan. For a summary of pertinent information regarding the 401(k) Plan, see Appendix A.
- (c) PENSION PLAN SERVICES: Capital Metro seeks providers that will provide a bundled and complete range of defined benefit plan services. For a summary of pertinent information regarding the Pension Plan, see Appendix A.
- (d) 457(b) PLAN SERVICES: Capital Metro seeks providers that will provide a bundled and complete range of services for the 457(b) Plan. For a summary of pertinent information regarding the 457(b) Plan, see Appendix A.
- (e) The requirements and Contractor's responses to questions, as accepted by the Authority, set out in Appendix B are incorporated and made a part of this Scope of Services.

The services provided under Exhibit F - Revised-1 - Scope of Services may be performed on behalf or in connection with Austin Transit Partnership (ATP), and ATP's projects, initiatives, and proposals.