

**THIRD AMENDMENT
TO THE
BUS STOP ACCESSIBILITY SIDEWALK PROJECT
INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF AUSTIN AND CAPITAL METRO**

This Third Amendment (this “**Amendment**”) to the Bus Stop Accessibility Sidewalk Project Interlocal Cooperation Agreement is made by and between the City of Austin, Texas (the “**City**”) and Capital Metropolitan Transportation Authority (“**CapMetro**”), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code. The City and CapMetro are referred to in this Amendment individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- a. CapMetro and the City entered into a Bus Stop Accessibility Sidewalk Project Interlocal Cooperation Agreement dated September 14, 2011, as amended by the First Amendment to Bus Stop Accessibility Sidewalk Project dated May 22, 2013, and the Second Amendment to Bus Stop Accessibility Sidewalk Project dated January 2, 2020 (collectively referred to as the “**ILA**”) for the cooperative development and construction of accessible sidewalks and associated pedestrian improvements at and in the vicinity of CapMetro bus stops on its Fixed Route Bus Transportation (hereinafter referred to as the “**Project**”).
- b. The Parties desire to amend the ILA to extend the ILA, amend the scope of work, and add funding.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the ILA as follows:

1. Additional Term. Subject to Section 6, the ILA will automatically renew from year to year for a term of six (6) years terminating on November 22, 2029, unless sooner terminated by the Parties (the “Extended Term”).
2. Funding. CapMetro will provide additional funding for the Project during the Extended Term in an amount not to exceed \$500,000 per year for a total amount not to exceed \$3,000,000.
3. Scope of Work. The Exhibit “A” Scope of Work for the Project is deleted and replaced with the attached Exhibit “A”.

4. Effect of Amendment. Except as expressly provided herein, all other provisions of the ILA are incorporated into this Amendment, remain unchanged, are in full force and effect, and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment neither Party waives or releases any default hereunder.
5. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined have the meanings assigned to them in the ILA.
6. Entire Agreement. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.
7. Effective Date. This Amendment will be effective on the date of the last Party to sign.
8. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.
9. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.
10. Counterparts; Electronic Signatures. This Amendment may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Amendment. Electronic copies of this Amendment and signatures thereon will have the same force, effect, and legal status as originals.

IN WITNESS WHEREOF, this Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

Capital Metropolitan Transportation Authority

By: _____

Dottie Watkins

Interim President & CEO

Date: _____

City of Austin

By: _____

Name: Robert Goode

Title: Assistant City Manager

Date: _____

Approved as to form:

By: _____

Approved as to form:

By: _____

Title: Assistant City Attorney

Exhibit A

Scope of Work

SCOPE OF WORK FOR BUS STOP ACCESSIBILITY SIDEWALK PROJECT INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF AUSTIN AND CAPITAL METRO

I. Background – CapMetro has approximately 2,900 bus stops on the Fixed Route Bus Transportation System (FRS). CapMetro is in the process of constructing improvements where needed to new and existing bus stops to make them ADA accessible. Contracting with the City of Austin (COA) to manage and construct many of these improvements would provide for timely, efficient, and cost-effective completion of projects.

II. Project Determination – CapMetro will develop and provide the project list that will be utilized for Program Implementation. An overriding principle for development of the project list is to identify major FRS Routes and Corridors and to work sequentially as much as practical to complete projects along these corridors. The projected number of bus stops to receive improvements on these corridors is between 300 and 400. The major corridors to be addressed over the contract period are:

- Airport Blvd.
- Burnet Rd.
- North Lamar Blvd.
- Rundberg Ln.
- Metric Blvd.
- ML King Blvd.
- Stassney Ln.
- William Cannon Dr.
- Manor Rd.
- East 12th St.
- South Congress Ave.
- Braker Ln.
- Slaughter Ln.
- Manchaca Rd.
- Rutland Dr.
- S. 1st St.
- Rapid Bus (Phase I and II)—locales

Additional scope locations:

- MetroRapid Bus Stations (Phase III and IV)
- Small Scale Transit Hub- Various Locations
- Sidewalk crossing Capital Metro Railroad Right of Way along city roads
- Pedestrian access-Sidewalk construction where applicable benefitting bus stop and transportation connection needs.

It is anticipated that additional routes/corridors will be added in the future as the project progresses. The project is designed to be strategic in implementation and at the same time to retain flexibility to provide improvements at specific locations as needs dictate.

III. Project Implementation – Guided by the listing of the Routes/Corridors which contain the bus stops anticipated to need improvement, a CapMetro project manager will conduct a site visit with the City of Austin project manager at each location scheduled to receive improvements. The scope of work required for each bus stop will be jointly established and the COA project manager will document this with field sketches and/or photographs. The City of Austin project manager will subsequently communicate this scope of information to project construction contractor(s) for scheduling and construction of these improvements. During construction, the CapMetro project manager may be a limited project resource, as available, to assist with project related issues; however, the primary responsibility for project implementation, management, and completion will be the City of Austin project management team and construction contractor(s). It is a project

goal that ample projects are scoped in advance so that there is limited "downtime" for contractor(s) between completion of a given site and start of the next site.

IV. Details of Work – Typical work components for the bus stop improvements are expected to be (but not limited to):

- a. Passenger landing pads
- b. Sidewalks
- c. Curb Ramps
- d. Curb and Gutter Sections
- e. Sidewalk Retaining Walls
- f. Crossings
- g. Pedestrian Safety Islands
- h. Side Boarding Island/Bike Lanes
- i. Rail Crossings

All improvements are to be constructed to City of Austin Standard Specifications and Details and in compliance with applicable ADA requirements.

In some cases, passenger comfort facilities (such as bus stop shelters) may be required and in these instances the specification/detail for required foundation work will be provided by CapMetro. The subsequent installation of shelters, benches, and litter containers will be done by CapMetro unless otherwise provided for.

V. Special Considerations

- a. FRS service will continue to service all bus stops where construction is being conducted. To enable this process, the CapMetro project manager is to be contacted in advance, and relative to the need, will coordinate the temporarily closure or relocation of the bus stop within close proximity to the area of construction. Attention to excellent customer service and customer safety is of utmost importance and would be major considerations under this process.

b. Sidewalks at CapMetro Rail Crossings:

- ☐ CapMetro rail crossings missing sidewalk connections between bus stops will need to be improved to create accessibility across the rail line. CapMetro requires Public Right of Way Accessibility Guidelines (PROWAG) standards.
- ☐ City of Austin construction and project management team will manage the construction and coordinate with CapMetro.
- ☐ City of Austin shall seek pre-approval prior to submitting for permit application.
 - City of Austin project manager will schedule a field visit with CapMetro Rail department representative (safety, signals, and track.)
 - Based on field visit discussions, City of Austin shall provide a field design drawing signed and sealed by a Registered Professional Engineer to CapMetro.
 - CapMetro Rail, Rail System Safety, and Systemwide Accessibility departments will approve or provide feedback on the field design drawings within 10 working days.
 - Coordination shall occur prior to submitting for RE-3 and RE-7.
- ☐ City construction contractor will apply for CapMetro Rail permit and Railroad Worker in Charge (RWIC) and coordinate. City of Austin will provide all applicable documents (approved signed and sealed field drawing) for the application of the permit (RE-3) CapMetro will waive the fees associated with the permit application (RE-3) and City of Austin project will pay for the cost of the RWIC (RE-7).
- ☐ RWP-Training for contractors-free training on the 1st and 3rd Wednesdays of each month. Each contractor working in the Railroad Right of Way will need to be RWP trained prior to working in the ROW.
- ☐ City of Austin sidewalks will connect to CapMetro provided panels at rail crossings(existing). If rail panels are needed, City of Austin will coordinate with CapMetro's rail O&M contractor for design, cost, and installation of rail panel(s). City of Austin will pay for the cost of pre-cast rail panel material and installation.
- ☐ CapMetro will provide a Capital Projects Department representative to assist in the matter

of coordination.