



Agenda - Final revised
Capital Metropolitan
Transportation Authority
Operations, Planning and Safety
Committee

2910 East 5th Street
Austin, TX 78702

Wednesday, November 5, 2025

12:30 PM

Rosa Parks Boardroom

Items marked with an * have been revised.

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Public Comment

III. Action Items

1. Approval of minutes from the October 8, 2025 Operations, Planning and Safety Committee meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Enterprise Fleet Management, Inc. to lease up to 23 vehicles to support operations, for a term of five years and in a total amount not to exceed \$1,067,612.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Rail Right of Way License to Use agreement with Travis County for the installation and maintenance of a multi-use trail beneath CapMetro rail right of way adjacent to Gilleland Creek between Milepost 43.3 and Mile Post 43.5 for a period of fifty (50) years with a 50 year option per mutual agreement by both parties, waiving any and all annual license fees for the term of the agreement.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute two (2) perpetual Rail Right of Way License to Use agreements with the Texas Department of Transportation (TxDOT) for the installation and maintenance of a drainage tunnel underneath CapMetro rail right of way, waiving any and all license fees for the term of the agreements.

5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with _____ to allow CapMetro to construct Phase 1 of the new Demand Response North Base project for on-site and off-site development of the facility located at 10805 Cameron Road, Austin, Texas 78754, in the amount of \$_____ plus 25% contingency, for a total not to exceed amount of \$_____.

IV. Presentations

1. FY2026 Long Range Financial Plan Update
2. Executive Operations, Planning and Safety Update - November 2025
Update on key performance indicators, transit operations, and upcoming events.
- * Memo: Fiscal Year 2025 Performance Update (October 29, 2025 rev. 11/5/25)
3. Monthly update on CapMetro Public Safety and Security Initiatives - November 2025

V. Items for Future Discussion

VI. Adjournment

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512) 369-6040 or email ed.easton@capmetro.org if you need more information.

Committee Members: Chito Vela, Chair; Jeffrey Travillion, Paige Ellis and Eric Stratton.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2025-1645

Agenda Date: 11/5/2025

Approval of minutes from the October 8, 2025 Operations, Planning and Safety Committee meeting.

Minutes
Capital Metropolitan
Transportation Authority
Operations, Planning and Safety
Committee

2910 East 5th Street
Austin, TX 78702

Wednesday, October 8, 2025

12:30 PM

Rosa Parks Boardroom

I. Call to Order

12:38 p.m. Meeting Called to Order

Present	Jeffrey Travillion, Eric Stratton, Chito Vela, and Paige Ellis
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II. Public Comment

Carlos Leon provided public comment.

III. Action Items

1. Approval of minutes from the September 10, 2025 Operations, Planning and Safety Committee meeting.

A motion was made by Travillion, seconded by Ellis, that this Minutes be adopted. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Leif Johnson Ford for vehicle maintenance, with a base term of one (1) year and four (4) option years, in a total amount not to exceed \$1,867,500.

A motion was made by Ellis, seconded by Travillion, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 10/20/2025. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

3. Approval of a resolution approving the attached Transit Plan 2035 recommendations and authorizing the President & CEO, or her designee, to finalize Transit Plan 2035 and implement through CapMetro's customary service change process and in accordance with applicable state and federal laws.

A motion was made by Stratton, seconded by Travillion, that this Resolution be recommended for the action item agenda to the Board of Directors, due back on 10/20/2025. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

IV. Presentations

1. Executive Operations, Planning and Safety Update - October 2025
Update on activities within the Facilities Maintenance Department, key performance indicators, personnel changes, communications and public outreach.

This item was deferred until next month per staff recommendation.

V. Items for Future Discussion

VI. Adjournment

1:11 p.m. Meeting Adjourned

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512) 369-6040 or email ed.easton@capmetro.org if you need more information.

Committee Members: Chito Vela, Chair; Jeffrey Travillion, Paige Ellis and Eric Stratton.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.

Operations, Planning and Safety Committee **Item #:** AI-2025-1642

Agenda Date: 11/5/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Enterprise Fleet Management, Inc. to lease up to 23 vehicles to support operations, for a term of five years and in a total amount not to exceed \$1,067,612.

FISCAL IMPACT:

Funding for this action is available in the FY2026 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---------------------------------------|---|
| ☐ 1. Customer | ☐ 2. Community |
| ☐ 3. Workforce | ☒ 4. Organizational Effectiveness |

EXPLANATION OF STRATEGIC ALIGNMENT: The leasing of vehicles aligns with being fiscally responsible by reducing capital outlay to acquire the vehicles and aligns with maintaining the fleet in a state of good repair by providing late model vehicles covered by warranty and with predictable life cycles.

BUSINESS CASE: As a result of growth and shifting operating models, additional vehicles are needed which can be acquired through lease agreements, ensuring availability and reliability at market cost.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on November 5, 2025.

EXECUTIVE SUMMARY: In the day-to-day operation of bus, paratransit and rail operations, a fleet of cars, vans, and trucks is used to support the different modes of CapMetro service and operations. CapMetro staff have assessed the pros and cons of leasing vehicles instead of buying them and found that in many vehicle-needs cases, it is advantageous financially, and from a reliability standpoint, to lease the vehicles. This contract will provide for a 5-years lease agreement for up to 23 support vehicles which will be utilized across the agency for activities like street supervision, safety department activities, bus stop and transit center cleaning, facility maintenance, construction, rail support, operator relief, and administrative activities. The contract includes basic preventative maintenance for the leased vehicles. The leasing of these vehicles will allow for many vehicles which are well beyond their expected life to be retired.

DBE/SBE PARTICIPATION: A 0% SBE goal was assigned to this procurement, which did not include subcontract opportunities.

PROCUREMENT: CapMetro will utilize the Sourcewell cooperative, Contract Number 030122-EFM, held by Enterprise Fleet Management, Inc. for Fleet Management Services, to lease 23 vehicles to support non-revenue operations for a period of 60 months.

Sourcewell awarded contracts are made available for use by CapMetro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act. Purchases made using Sourcewell contracts satisfy otherwise applicable competitive bidding requirements.

Pricing to lease up to 23 vehicles to support non-revenue operations for a period of 60 months was determined to be fair & reasonable by the Sourcewell organization during its solicitation and award process. The following is the total not to exceed cost to lease up to 23 vehicles for 60 months:

Description	Total Not to Exceed
Non-Revenue Vehicle (NRV) Fleet Leases (23 NRVs for 60 Months)	\$1,067,612.

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1642

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro Management recognize the need to operate a fleet of support vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Enterprise Fleet Management, Inc. for to lease up to 23 vehicles to support operations for a term of 5-years in a total amount not to exceed \$1,067,612.

**Secretary of the Board
Becki Ross**

Date: _____

Operations, Planning and Safety Committee **Item #:** AI-2025-1659

Agenda Date: 11/5/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Rail Right of Way License to Use agreement with Travis County for the installation and maintenance of a multi-use trail beneath CapMetro rail right of way adjacent to Gilleland Creek between Milepost 43.3 and Mile Post 43.5 for a period of fifty (50) years with a 50 year option per mutual agreement by both parties, waiving any and all annual license fees for the term of the agreement.

FISCAL IMPACT:

Refer to executive summary for clarification.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---------------------------------------|--|
| ☐ 1. Customer | ☒ 2. Community |
| ☐ 3. Workforce | ☐ 4. Organizational Effectiveness |

EXPLANATION OF STRATEGIC ALIGNMENT: CapMetro's mission is to empower, enhance, and serve the region and its communities through the responsible delivery of quality public transportation. This agreement supports CapMetro's goal to improve mobility in the region and its communities by allowing the installation of a multi-use trail beneath a CapMetro rail bridge in support of the Travis County Gilleland Creek Greenway project.

BUSINESS CASE: The agency supports the Travis County Gilleland Creek Greenway project in and near Manor, Texas. By providing approval to install and maintain a multi-use trail below CapMetro rail right of way and by waiving associated annual license fees, the agency is providing a key public benefit in support of this multi-modal project.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on November 5, 2025.

EXECUTIVE SUMMARY: CapMetro is partnering with Travis County in support of this multi-use trail project in and around Manor, Texas, in eastern Travis County that will directly benefit Central Texas residents. For this agreement, CapMetro will waive annual license fees because the project provides a direct benefit for alternative transportation modes.

SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction Engineering and Design (CCED)

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1659

WHEREAS, CapMetro is partnering with Travis County on the Gilleland Creek Greenway project in support of regional multi-modal transportation; and

WHEREAS, this partnership project provides for alternative transportation for the entire region; and

WHEREAS, CapMetro intends to grant a License Agreement to Use Rail Right of Way for the purpose of installing and maintaining a multi-modal trail underneath a CapMetro rail bridge.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the CapMetro President and CEO, or her designee, is authorized to finalize and execute a Rail Right of Way License to Use agreement with Travis County for the installation and maintenance of a multi-use trail beneath CapMetro rail right of way adjacent to Gilleland Creek between Milepost 43.3 and Mile Post 43.5 for a period of fifty (50) years with a 50 year option per mutual agreement by both parties, waiving any and all annual license fees for the term of the agreement.

Date: _____

**Secretary of the Board
Becki Ross**



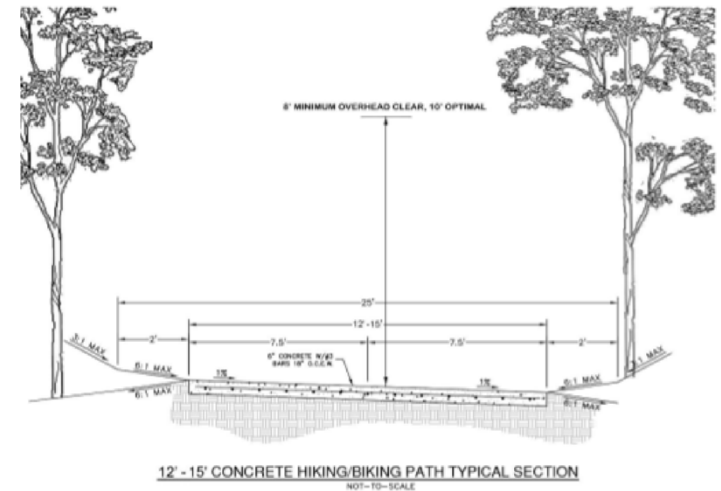
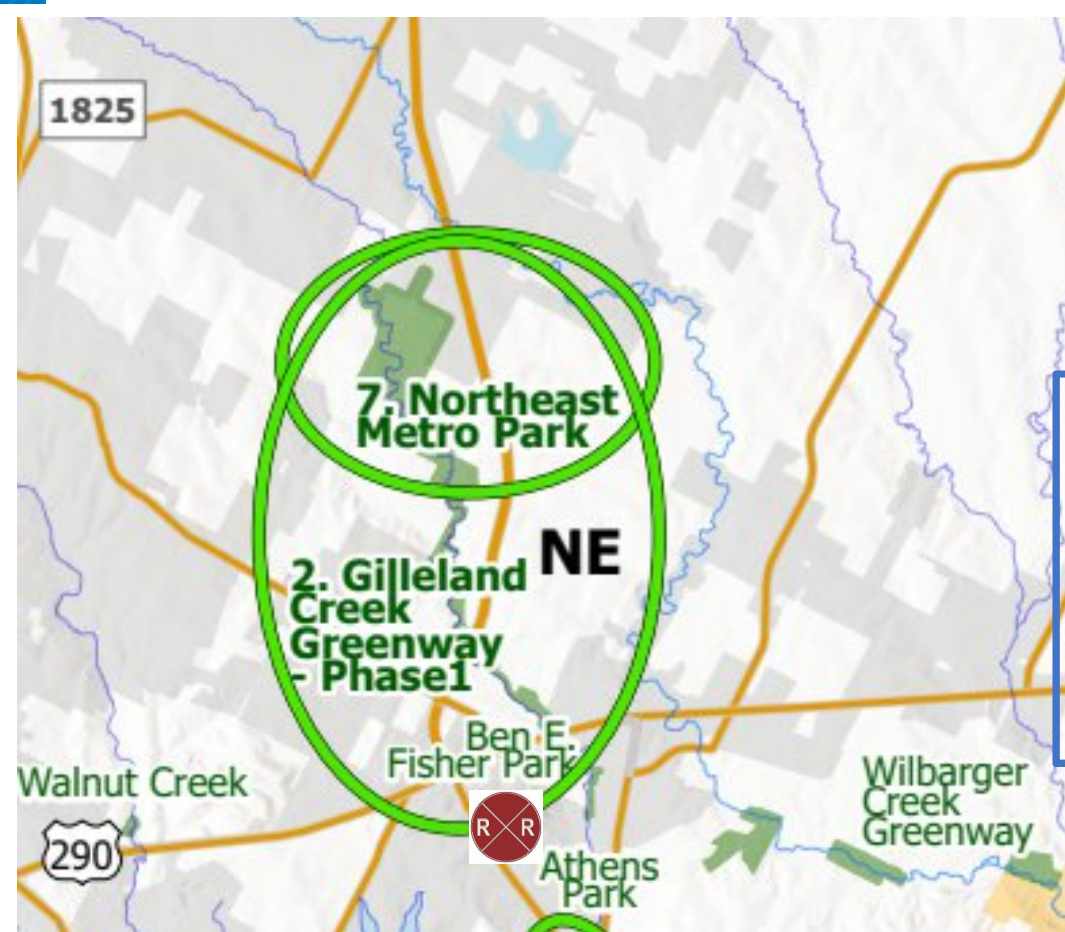
Travis County Gilleland Creek Greenway Trail

License to Use Rail Right-of-Way

November 5, 2025

CapMetro Board Action

Gilleland Creek Greenway Trail



- 15' concrete trail along Gilleland Creek
- Northeast Metro to Ben E. Fisher Parks
- Below Gilleland Creek rail bridge
- 50-year Agreement + 50-year option
- Safety considerations for trail

CapMetro

Thank you!

LICENSE TO USE
RAIL RIGHT OF WAY for Gilleland Creek Greenway
(Travis County)

This License Agreement (“Agreement”), is made by and between Capital Metropolitan Transportation Authority (“Licensor”), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. 5th Street, Austin, Texas 78702 and Travis County, a political subdivision of the State of Texas (“Licensee”), whose address is P.O. Box 1748, Austin, Texas 78767 (each a “Party”, and collectively, the “Parties”).

I. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

A. Premises

Licensor purchased from the City of Austin approximately 162 miles of railroad right-of-way including the track, track support structures, and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas by Deed dated May 20, 1998 recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas, as more particularly described therein (“Deed”). The track, track support structures and the real property are collectively referred to herein as the “Giddings-Llano Line”.

B. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Travis County, Texas, located at between Milepost 43.3 and Mile Post 43.5 and will be substantially constructed within the limits of construction as generally shown in Exhibit “A” (“Licensed Property”).
2. Licensee is permitted to install and maintain a shared-use path (“Facility”).
3. Licensee shall use the Licensed Property solely for installing, operating, and maintaining the Facility in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose.
4. Licensee shall install the Facility within the Licensed Property, at its sole expense, in a manner and at such times which are satisfactory to Licensor. Licensee agrees that the Facility will be designed and constructed in accordance with the submitted plans and profile more fully described in the attached and incorporated herein as **Exhibit “A”**. Licensee shall not locate any new ground facilities or subterranean facilities within the Licensed Property. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.
5. Licensee shall not perform any installation or other work on the Giddings-Llano Line or the property of Licensor without: (i) submitting the required applications, (ii) paying all required fees, (iii) obtaining a permit issued by Licensor to commence construction of the Facility, (iv) where necessary, pay to have present at the time of construction, Licensor personnel or

contractors designated by Licensor to oversee the construction activities (“RWIC”) at the rates set at the time of construction; and, (v) any other administrative fees charged by Licensor.

6. All improvements contemplated under this Agreement shall be at Licensee's sole expense and Licensee shall maintain the Licensed Property and the Facility in a good and safe condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.
7. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by Licensor to adequately mark the location of Licensee's use of the property of Licensor.
8. In the event Licensee fails to install or maintain the Facility, including all required signage, in a good and safe condition, Licensor reserves the right to perform the required work at Licensee's expense.
9. Licensee shall obtain and maintain all of the certificates, permits and other approvals, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality (collectively, the “Governmental Approvals”) which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Facility on the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.
10. Licensee will pay all application fees, permitting fees, RWIC charges and other fees charged by Licensor in connection with this Agreement.
11. If an emergency situation arises during construction or any maintenance of the Facility, Licensee shall immediately notify Licensor's Railroad Department by telephone at (512) 997-0010, and then proceed to take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

C. This Agreement is subject and subordinate to:

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;
2. The authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;
3. The regulations and directives of the Federal Railroad Administration;
4. Any rail freight services contract, rail freight operations, and passenger rail operations; and
5. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line, including the prior rights of the City of Austin set forth in the Deed.

Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

D. Term and License Fees

This Agreement shall begin on the date of full execution (the “Effective Date”) and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. Licensors and Licensee each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the public benefit to the residents of the County and persons served by Licensors. Licensee shall pay a license fee (“License Fee”) of \$0.00 for the Licensee’s use of the Licensed Property for so long as this Agreement remains in effect.

1. **[Intentionally deleted.]**

2. **[Intentionally deleted.]**

3. This Agreement may be terminated by Licensors at any time upon the occurrence of any of the following events, in its sole and absolute discretion:

- a. The design of the Facility is not commenced within six (6) months from the Effective Date of this Agreement;
- b. The Facility is abandoned by Licensee for more than thirty (30) days;
- c. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee as provided in Paragraph H. Default (unless not required as expressly set forth therein);
- d. Licensee fails to maintain the liability insurance coverage required by this Agreement;
- e. Upon ninety (90) days’ prior written notice from Licensors to Licensee.

4. This Agreement may be terminated by Licensee upon ninety (90) days’ prior written notice from Licensee to Licensors.

5. Licensee and Licensors agree that Licensee’s use of the Licensed Property as contemplated in this Agreement interferes with the right of Licensors to use the Licensed Property for its intended purpose including, without limitation, by imposing additional expenses and administrative, technical and safety burdens on Licensors. Licensee agrees that the License Fees, application fees, permitting fees, RWIC charges, administrative fees, and any other charges payable under this Agreement are intended to compensate Licensors for such additional expenses and administrative, technical and safety burdens on Licensors.

E. Removal of All Licensee Improvements

Upon termination of the rights hereby granted, Licensee agrees, upon receipt of a written request from Licensors, to remove the Facility, to restore the Licensed Property to the same state and condition in which it existed prior to location and installation of the Facility, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Facility and restore the Licensed Property, such removal and restoration may be performed by Licensors at the expense of Licensee, and Licensee agrees to make full restitution and reimbursement to Licensors for such sum immediately upon demand.

F. Licensee Responsibilities

1. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line, the Licensed Property, or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensor shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all costs, damages and reasonable attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.
2. No Hazardous Materials shall be kept, stored, used or discharged on the Licensed Property. Licensee shall comply strictly with all applicable Federal, State and local laws, ordinances, rules and regulations regarding Hazardous Materials, and shall indemnify, defend and hold Licensor harmless from and against any and all liability arising from Licensee's use, storage or discharge of Hazardous Materials on the Licensed Property. For purposes of this Agreement, "Hazardous Materials", mean any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any applicable federal or state law, as "hazardous substance," "hazardous waste," "acutely hazardous," extremely hazardous," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended). The provisions of this paragraph shall survive termination of this Agreement.
3. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

G. Insurance and Waiver of Subrogation

1. Licensor acknowledges that Licensee does not have legal authority to indemnify the Licensor. Therefore, any provision in this Agreement that requires Licensee to indemnify Licensor is deleted and will be of no effect, regardless of whether language regarding indemnification is deleted. Licensor agrees that, so long as no default has occurred and is continuing under this Agreement, Licensee shall have the right to self-insure in accordance with generally accepted practices for self-insurance, which self-insurance shall be deemed to satisfy any insurance requirements Licensor requires of Licensee in this Agreement. Within five business days after this Agreement is fully executed, Licensee must furnish to Licensor evidence that Licensee is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.
2. **[Intentionally deleted]**

H. Default

If Licensee defaults in the payment of the License Fees or any other amounts payable under this Agreement and the default continues for sixty (60) days after Licensor's written notice specifying the default, or if Licensee defaults in the performance of any other covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default (expressly excluding the obligation to maintain insurance in which case written notice is not required), Licensor shall have any right or remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement.

I. Responsibility for Liability

To the extent allowed by Texas law, the Parties agree that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

J. Right to Eject

Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

K. Force Majeure

Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination. Licensee hereby releases and waives all claims against Licensor for any cost, loss, expense, liability, or damages sustained by reason of such termination.

II. Miscellaneous

A. No Warranty and Assumption of Risk

LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR

EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

WITHOUT LIMITING ANYTHING CONTAINED IN THIS AGREEMENT, LICENSEE KNOWINGLY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS, KNOWN AND UNKNOWN, WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM ITS USE OF THE LICENSED PROPERTY OR GIDDINGS-LLANO LINE. LICENSEE SPECIFICALLY AGREES THAT IT WILL NOT SEEK REIMBURSEMENT, DAMAGES OR ANY OTHER KIND OF COMPENSATION FROM LICENSOR, NOR MAKE ANY CLAIMS WHATSOEVER AGAINST LICENSOR, AND LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR ANY PERSON ENTERING THE PROPERTY BY, THROUGH OR UNDER LICENSEE'S RIGHTS HEREUNDER, FOR ANY LOSS, COST, DAMAGES, BODILY INJURIES OR DEATH. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE LICENSED PROPERTY, AND LICENSEE ACCEPTS THE LICENSE TO USE THE PROPERTY "AS IS, WHERE IS" AND WITH ALL FAULTS.

B. Obligation to Report

If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

C. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

D. Governmental Entity

Each Party is a governmental entity and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

E. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in the County where the Licensed Property is located.

F. [Intentionally deleted]

G. Compliance with Laws

Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

H. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

I. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

J. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

K. Recording

Licensee shall not record this Agreement.

L. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

M. Right of Entry

At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

N. Dates of Performance

In the event that the date for performance by either party of any obligation under this Agreement are required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

O. Exhibits

This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Plans)

P. Entire Agreement

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

Q. Modification

This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

R. Notice

All notices required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified and sent to the address set forth below. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. An address may be changed by written notice to the other party.

If to the Licensee: Cynthia McDonald (or her successor)
Travis County Transportation and Natural Resources Division
P.O. Box 1748
Austin, Texas 78767

And: C.W. Brunner, PMP, CPPB (or his successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

With copy to: Delia Garza (or her successor)
P.O. Box 1748
Austin, Texas 78767
File No. 356.646

If to the Licensor: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702
Attn: Real Estate Department

With copy to: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702
Attn: Chief Counsel

S. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

T. Time is of the Essence

Time is of the essence in this Agreement.

U. Signature

A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase “facsimile signature” includes without limitation, an image of an original signature in whatever means or form.

V. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

W. No Assignment or Subletting

Except as expressly set forth herein, Tenant may not assign or otherwise transfer this Agreement, whether by operation of law or otherwise, and may not sublet (or underlet), or permit, or suffer the Licensed Property, in whole or in part, to be used or occupied by any party other than Licensee and Licensee’s agents without Licensor’s prior written consent, which may be withheld in Licensor’s sole discretion. Any attempted assignment or subletting without Licensor’s consent is void *Ab initio*.

X. Interpretation

Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation”. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

Y. Survival

Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

Z. Remedies

All rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Licensor, whether provided by law, equity, statute or otherwise. The election of any one or more remedies the Licensor will not constitute a waiver of the right to pursue other available remedies.

III. Federal Notices

A. Non Discrimination

Licensee shall not discriminate or permit discrimination against any person or organization because of race, color, age, religion, sex or national origin or for any other reason prohibited by law.

B. Compliance with Environmental Standards

Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

Remainder of page intentionally left blank; Signature page follows.

IV. Signatories

A. Effect Date of Execution

The Agreement will be executed and effective as of the date of the last party to sign (the “Effective Date”).

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

**Capital Metropolitan
Transportation Authority**

**Travis County, a political subdivision of the State of
Texas**

By: _____

Shannon Gray
Manager, Real Estate & Right-of-Way

By: _____

Printed Name: Andy Brown

Title: Travis County Judge

Date: _____

Date: _____

License to Use Rail Right of Way for Gilleland Creek Greenway Trail -- Travis County

Exhibit “A”
PLANS

CAP METRO RAILROAD
EXHIBIT A



PLANS FOR PROPOSED GILLELAND CREEK GREENWAY IMPROVEMENTS

FROM NE METROPOLITAN PARK TO BEN E. FISHER PARK
GILLELAND CREEK TRAIL DESIGN
NORTHEAST TRAVIS COUNTY
PRECINCT 1 & 2

TOTAL AREA DISTURBED: 59.73 ACRES
TOTAL IMPREVIOUS COVER AREA: 11.23 ACRES
SHARED USE PATH DESIGN SPEED = 12 MPH

GILLELAND CREEK TRAIL 34585.97 FT (6.550 MI)
BRIDGES 470 FT (0.089 MI)
TOTAL LENGTH OF PROJECT 35055.97 FT (6.639 MI)

RELEASED FOR BID:

TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES DATE

RELEASED FOR CONSTRUCTION:

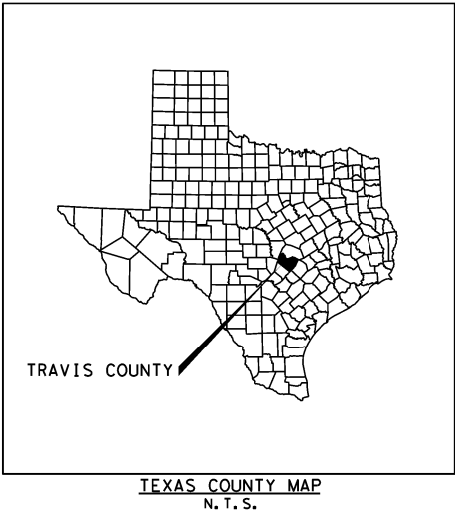
TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES DATE

CITY OF AUSTIN GENERAL PERMIT PROGRAM DATE

CAPITAL METRO LICENSE AGREEMENT DATE

CITY OF AUSTIN RIGHT OF WAY MANAGEMENT DATE

CITY OF MANOR APPROVAL DATE



SHEET INDEX:
1 TITLE SHEET
2-3 INDEX SHEET

TDLR NO. TABS0224019109
EABPRJ: REGISTERED ACCESSIBILITY SPECIALIST
(RAS) INSPECTION REQUIRED
Andrea LaCour RAS #1313

TRAVIS CO. PERMIT # 23-45318

GENERAL NOTES:

THE PROJECT LIES WITHIN THE GILLELAND CREEK WATERSHED
AND WILBARGER CREEK WATERSHED WHICH ARE BOTH CLASSIFIED
AS SUBURBAN WATERSHEDS.

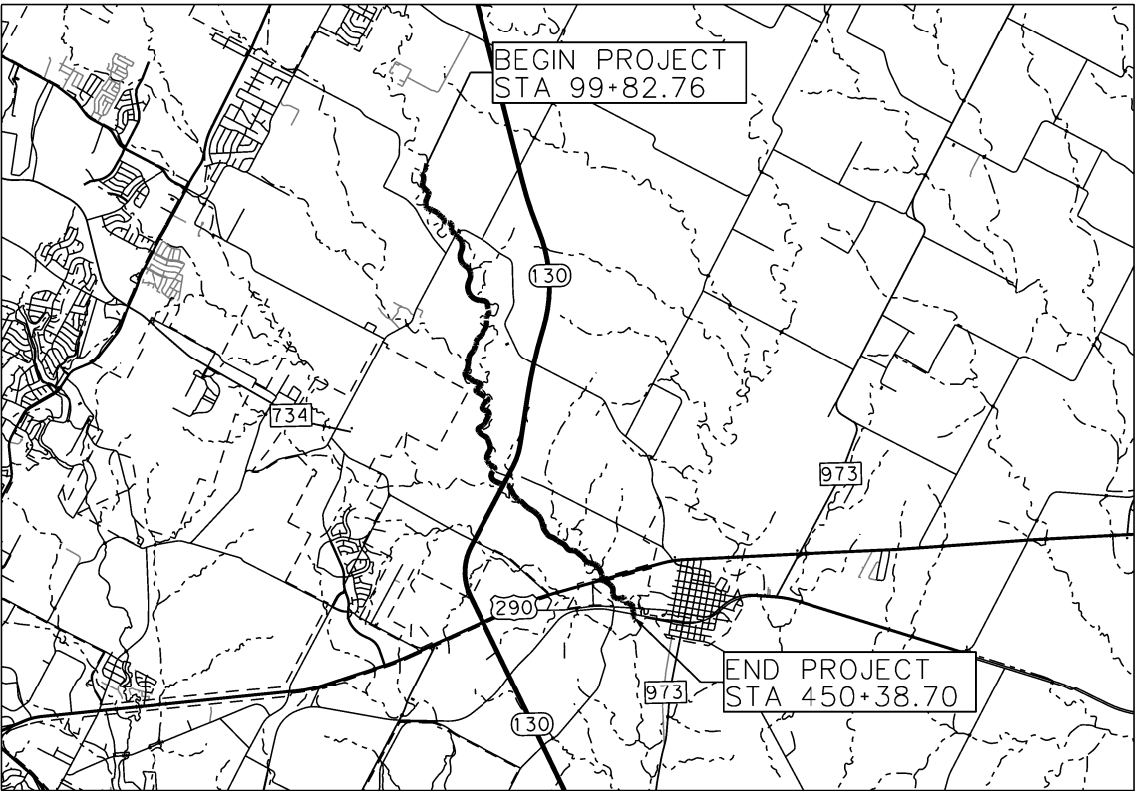
THIS PROJECT IS NOT LOCATED WITHIN THE EDWARDS
AQUIFER RECHARGE ZONE.

THE CONTRACTOR SHALL FIELD INSPECT THE PROJECT
AND VIDEO TAPE THE PROJECT LIMITS PRIOR TO START
OF CONSTRUCTION.

IF AT ANY TIME DURING CONSTRUCTION OF THIS PROJECT
AN UNDERGROUND STORAGE TANK (UST) IS FOUND,
CONSTRUCTION IN THAT AREA MUST STOP UNTIL A CITY
OF AUSTIN UST CONSTRUCTION PERMIT IS APPLIED FOR AND
APPROVED. ANY UST REMOVAL WORK MUST BE CONSTRUCTED
BY A UST CONTRACTOR THAT IS REGISTERED WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A
VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS
SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS
SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND
ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE
APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY
ENGINEERS.

CONSTRUCTION PLANS



LOCATION MAP
N.T.S

EQUATIONS:
STA 135+33.35 (BK) = STA 138+00.00 (AH)
STA 164+20.87 (BK) = STA 167+00.00 (AH)
STA 202+32.77 (BK) = STA 205+00.00 (AH)
STA 231+69.30 (BK) = STA 236+00.00 (AH)
STA 266+96.02 (BK) = STA 270+00.00 (AH)
STA 297+46.84 (BK) = STA 300+00.00 (AH)
STA 324+22.00 (BK) = STA 330+00.00 (AH)
STA 353+62.69 (BK) = STA 356+00.00 (AH)
STA 385+55.34 (BK) = STA 390+00.00 (AH)
STA 405+74.69 (BK) = STA 408+00.00 (AH)
STA 424+75.29 (BK) = STA 430+00.00 (AH)

STATE OF TEXAS
JAMES A. LUTZ
84722
LICENSED PROFESSIONAL ENGINEER
7/17/2024
DATE
JAMES A. LUTZ, P.E.

COUNTY JUDGE
ANDY BROWN

COUNTY COMMISSIONERS
JEFF TRAVILLION, PCT. 1 ANN HOWARD, PCT. 3
BRIGID SHEA, PCT. 2 MARGARET GOMEZ, PCT. 4



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10801 N. NOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801



1611 West 5th Street
Suite 175
Austin, Texas 78703
Tel: 512.480.0032
www.rviplanting.com

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Plotted on: 8/15/2024

Design File name: H:\Projects\511\37\00\Design\Civil\General\5113700_gennotes.dgn



RAIL EMERGENCY NUMBER 844-592-8046

SAFETY NOTES FOR DESIGN & CONSTRUCTION OF ANY

INFRASTRUCTURE WITHIN

RAILROAD RIGHT OF WAY

CAPMETRO GENERAL NOTES:

- TO WORK IN THE RAILROAD RIGHT OF WAY (ROW) ALWAYS FOLLOW TRACK SAFETY STANDARDS IN RAILROAD RIGHT OF WAY PER 49 CFR, CHAPTER 2, PART 213.
- ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE APPROVED PLANS. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE PLAN REVISIONS AND APPROVAL BY CAPITAL METRO (CAPMETRO).
- THE EXISTING UTILITIES SHALL BE LOCATED PRIOR TO COMMENCING ANY EXCAVATIONS. APPROVAL OF THE PROJECT BY CAPMETRO DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES OR STRUCTURES WITHIN THE LIMITS OF THIS PROJECT. THE APPROPRIATE REGIONAL NOTIFICATION CENTER [TEXAS EXCAVATION SAFETY SYSTEM SERVICE ALERT ONE CALL] AT (800) 344-8377, TEXAS811.org], RAILWAY COMPANIES AND UTILITY COMPANIES SHALL BE NOTIFIED PRIOR TO PERFORMING ANY EXCAVATION CLOSE TO ANY UNDERGROUND PIPELINE, CONDUIT, DUCT, WIRE OR OTHER STRUCTURE. REFER TO CAPMETRO'S WEBSITE (CapMetro.org/RailROW) TO ENSURE PROPER CONTACT INFORMATION AND PHONE NUMBERS.

CAPMETRO IS NOT A MEMBER OF ONE CALL. IT IS THEREFORE NECESSARY TO CALL HERZOG TRANSIT SERVICES (JUSTON SMITH AT 512-963-4615) TO HAVE SIGNAL SUPPORT SERVICES MARK, AT THE CONTRACTOR'S EXPENSE, SIGNAL AND COMMUNICATION CABLES AND CONDUITS IF WORKING IN THE CENTRAL SUBDIVISION. CALL WATCO (TYLER GEISSEN AT 512-289-6997 AND ORLANDO ORTIZ OF CDL, INC., AT 806-252-4393 TO MARK, AT THE CONTRACTOR'S EXPENSE, SIGNAL AND COMMUNICATION CABLES AND CONDUITS IF WORKING IN THE EAST & WEST SUBDIVISIONS. IN CASE OF SIGNAL EMERGENCIES OR ROADWAY-RAIL GRADE CROSSING PROBLEMS, THE CONTRACTOR SHALL CALL CAPMETRO'S 24-HOUR SIGNAL EMERGENCY NUMBER (844-592-8046).

WHEN THE NEW CROSSINGS INVOLVE GATES, THE MINIMUM REQUIRED CLEARANCE FROM



EXISTING OVERHEAD WIRES SHALL BE MAINTAINED, AND GATE FOUNDATIONS CHECKED FOR UTILITIES. IF UTILITIES CANNOT BE LOCATED, POTHOLING SHALL BE DONE TO LOCATE THE UTILITIES. CAPMETRO AND THE APPROPRIATE UTILITY OWNERS SHALL BE NOTIFIED IMMEDIATELY WHEN UTILITY LINES NOT KNOWN OR INDICATED ON THE DRAWINGS ARE ENCOUNTERED. NO SERVICE SHALL BE DISRUPTED UNTIL THE UTILITY OWNER AND CAPMETRO HAVE DETERMINED THE REQUIRED ACTION ON SUCH LINES.

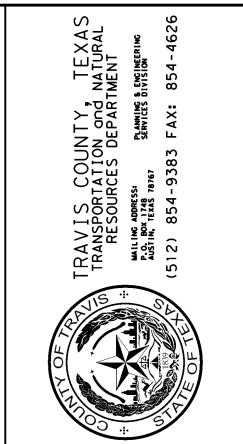
- THE CONTRACTOR SHALL NOTIFY CapMetro AT LEAST THREE WEEKS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN RAILROAD RIGHT-OF-WAY.
- THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO STARTING ANY WORK ON CITY RIGHT OF WAY. THE CONTRACTOR SHALL NOTIFY TXDOT AT LEAST FOUR WEEKS PRIOR TO STARTING ANY WORK ON STATE RIGHT OF WAY. A CHANGEABLE MESSAGE BOARD SHALL BE PLACED ALONG THE ROADWAY A MINIMUM OF SEVEN DAYS PRIOR TO BEGINNING THE WORK IN ORDER TO NOTIFY THE TRAVELING PUBLIC OF THE FUTURE ROAD WORK.
- ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA) (COPIES OF THESE STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIAL MAY BE PURCHASED FROM OSHA, 903 SAN JACINTO, RM. 319, AUSTIN, TEXAS 78701), AS WELL AS FRA (FEDERAL RAILROAD ADMINISTRATION) REQUIREMENTS FOR ROADWAY WORKERS.
- TRENCH EXCAVATION PROTECTION:
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORKING AREA IN ORDER TO DEVELOP THE CONTRACTOR'S PLANS TO IMPLEMENT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLANS SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY EXCAVATIONS, ESPECIALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS, COVERING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION. THE CONTRACTOR PLANS AND OUTLINE FOR TRENCH SAFETY PROGRAM SHALL BE FURNISHED BY THE CONTRACTOR TO THE OWNER, PRIOR TO EXECUTION OF THE CONTRACT, FOR INCLUSION AS PART OF THE CONTRACT DOCUMENTS. THE DOCUMENTS FURNISHED TO THE OWNER ARE NOT FOR THE OWNER'S REVIEW, APPROVAL OR ENDORSEMENT OF THE CONTRACTOR'S PLAN AND TRENCH SAFETY PROGRAM, BUT SOLELY FOR THE PURPOSE OF INCLUDING DETAILED TRENCH SAFETY PLANS FOR THE PROJECT IN DOCUMENTS. BORING ACTIVITIES WILL TAKE PLACE OUTSIDE OF REVENUE SERVICE, TYPICALLY AT NIGHT OR ON WEEKENDS.



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29									

TITLE: GILLELAND CREEK
PRECINCT: 1 / 2
GENERAL NOTES



TRAVIS COUNTY, TEXAS
TRANSPORTATION AND NATURAL
RESOURCES DEPARTMENT
MAILING ADDRESS
AUSTIN, TEXAS 78767
ENGINEERING
SERVICES DIVISION
(512) 854-9383 FAX: 854-4626

Plotted on: 8/15/2024

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CapMetro

8. SEE CONSTRUCTION SEQUENCING PLAN AND TRAFFIC CONTROL AND CLOSURE PLANS FOR DETAILS ON PROJECT PHASING AND DETAILS ON TRAFFIC CONTROL AND CLOSURE ITEMS. THE CITY SHALL BE CONTACTED 48 HOURS PRIOR TO INSTALLATION OF TRAFFIC CONTROL AND CLOSURES AS APPLICABLE FOR EACH AFFECTED ROADWAY.
9. ALL EXCESS MATERIAL WILL BE DISPOSED OF OFF SITE. CONTRACTOR SHALL NOT DISPOSE OF SURPLUS MATERIAL FROM THE SITE WITHOUT NOTIFYING CAPMETRO 48 HOURS PRIOR TO THE REMOVAL. THE NOTIFICATION SHALL INCLUDE THE DISPOSAL LOCATION. CONTRACTOR SHALL DISPOSE OF CONTAMINATED SOIL IN ACCORDANCE WITH FEDERAL AND STATE REQUIREMENTS FOR APPROPRIATE DISPOSAL BASED ON ENVIRONMENTAL REQUIREMENTS.
10. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND DISPOSAL OF ANY AND ALL EXISTING STRUCTURES ON SITE AS NOTED IN THE PLANS. CONTRACTOR SHALL REMOVE ITEMS AS DETAILED IN THE PLANS. CONTRACTOR SHALL REMOVE GRADE CROSSING EQUIPMENT, CONCRETE GRADE CROSSING PANELS AND SIGNAL HOUSES AND STOCKPILE USABLE TRACK MATERIALS AT CEDAR PARK YARD AND USABLE SIGNAL MATERIALS ABBOTT YARD.
11. ALL CONCRETE WORK SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF ACI 301-10 AND CONTRACT SPECIFICATIONS.
12. ALL EXPOSED CORNERS FOR CONCRETE WORK SHALL BE CHAMFERED 1 INCH.
13. THE INFORMATION CONTAINED ON THESE DRAWINGS IN REGARD TO EXISTING UTILITIES, TOPOGRAPHY, CONTOURS OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE BEST INFORMATION AVAILABLE AT THIS TIME. ITS ACCURACY IS NOT GUARANTEED AND ITS USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR LOSSES DUE TO ANY INACCURACIES.
14. THE CONTRACTOR SHALL NOTIFY CAPITAL METRO BEFORE BEGINNING ANY UTILITY CONSTRUCTION IN PUBLIC ROW OR PUBLIC EASEMENT. NO PIPE SHALL BE LAID UNTIL CAPMETRO OR ITS REPRESENTATIVE HAS MET WITH THE CONTRACTOR OR HIS REPRESENTATIVE AT THE PROJECT SITE.
15. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITIONS, INCLUDING REVEGETATION (HYDROMULCH) AND GRADING TO DRAIN AS REQUIRED BY THE CITY AT NO ADDITIONAL COST TO CAPITAL METRO.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR ITS OWN SURVEY.
17. NO WORK SHALL BE PERMITTED WITHOUT A ROADWAY WORKER IN CHARGE (RWIC) WHEN WORK IS WITHIN CAPITAL METRO ROW OR EQUIPMENT HAS THE POTENTIAL TO

CapMetro

- ENTER THE ROW. WORK IMPACTING RAILROAD SERVICES MAY REQUIRE A NIGHT OR WEEKEND SCHEDULE IF A FORM B CANNOT BE USED.
18. ALL CONTRACTORS WILL NEED TO SUBMIT AN ONLINE APPLICATION TO CAPMETRO’s REAL ESTATE DEPARTMENT FOR DEPLOYMENT OF RWIC, AT THE REQUIRED LOCATION OF THEIR WORK, WITHIN THE ROW. WHEN WORKING DIRECTLY ON CAPMETRO PROJECTS RWIC FEES SHALL BE WAIVED UPON APPROVAL FROM LISTED CAPMETRO PROJECT MANAGER AND THE INTERNAL PROJECT NUMBER INCLUDED IN THE ONLINE REQUEST. FOR THIRD PARTY CONTRACTORS WORKING IN THE RAILROAD ROW, THERE WILL BE A CHARGE FOR RWIC DEPLOYMENT AT \$100/HOUR.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES.
20. DESIGN AND CONSTRUCTION OF RAILROAD PROJECTS WITHIN THE ROW SHALL BE IN ACCORDANCE WITH THE AREMA MANUAL FOR RAILWAY ENGINEERING AND CAPMETRO GUIDELINES FOR RAILROAD GRADE SEPARATION PROJECTS (AS ANNOTATED BY TXDOT), OR KANSAS CITY SOUTHERN GUIDELINES FOR THE DESIGN AND CONSTRUCTION OF OVERPASSES AND UNDERPASSES AND TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES.
21. SAFETY AND SECURITY CERTIFICATION (SSC) WILL BE PERFORMED ON PROJECTS THAT REHABILITATE OR MODIFY AN EXISTING SYSTEM, NEW CONSTRUCTION THAT IMPACTS THE RAIL SYSTEM OR THE REPLACEMENT OF VEHICLES OR EQUIPMENT. SSC MAY ALSO BE PERFORMED AT THE REQUEST OF CAPMETRO SENIOR LEADERSHIP. SSC HAS THREE TIERS AND DEPENDING ON THE PROJECT’S SCOPE, SIZE AND IMPACT TO THE RAIL SYSTEM, THIS WILL DETERMINE THE TIER THAT MUST BE COMPLIED WITH. CAPMETRO HAS A STANDARD SSC PROGRAM THAT MUST BE FOLLOWED. COMMISSIONING OF THE PROJECT IS CONTINGENT ON FINAL SSC. A CAPMETRO SSC REPRESENTATIVE WILL WORK WITH THE CONTRACTOR TO ENSURE THE PROCESS IS DONE CORRECTLY.

GRADING NOTES:

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES. PROJECTS THAT WILL REQUIRE SAFETY AND SECURITY CERTIFICATION MUST HAVE THAT PROCESS IN PLACE.
2. BARRICADING, TRAFFIC CONTROL AND PROJECT SIGNS SHALL CONFORM TO STATE AND CITY BARRICADING AND CONSTRUCTION STANDARDS AS APPLICABLE AND THE CONTRACT SPECIFICATIONS.



- 3. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS, INCLUDING GRADES AND DIMENSIONS, BEFORE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENT TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE IS ACCEPTABLE, IF NECESSARY, UPON PRIOR APPROVAL OF THE ENGINEER. PAVING INSTALLED SHALL MATCH EXISTING PAVING AT JOINTS AND NOT CREATE PUDDLES.
- 4. PROPOSED SPOT ELEVATION AND DESIGNATED GRADIENT ARE TO BE USED IN THE EVENT OF ANY DISCREPANCIES.
- 5. SITE PREPARATION AND GRADING AND FILL COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.

RAILROAD NOTES:

ALL INFORMATION ASSOCIATED WITH CAPITAL METRO ROW REQUESTS CAN BE LOCATED AT CAPMETRO.ORG/RAILROW

ANY WORKERS WORKING WITHIN THE RAILROAD RIGHT OF WAY MUST HAVE ROADWAY WORKER PROTECTION (RWP) TRAINING AND SUCCESSFULLY RECEIVE CERTIFICATION. WORKERS MUST PRESENT A COPY OF THEIR CERTIFICATION TO THE RWIC BEFORE ACCESS TO THE RIGHT OF WAY WILL BE GRANTED, AND THEY MUST CARRY THE CERTIFICATION WITH THEM AT ALL TIMES WHILE ON THE RIGHT OF WAY. CERTIFICATIONS EXPIRE AFTER ONE YEAR. ROADWAY WORKER PROTECTION TRAINING IS PROVIDED BY HERZOG TRANSIT SERVICES. CONTACT HTSI'S ADMIN DEBRA GLEICH AT 512-770-8662 FOR INFORMATION REGARDING TRAINING.

- 1. CAPITAL METRO MUST APPROVE ALL ACCESS TO AND ACTIVITIES WITHIN THE CAPITAL METRO ROW PRIOR TO ENTERING INTO THE RAILROAD ROW OR THE PERFORMANCE OF ANY WORK. ALL INDIVIDUALS OR CONTRACTORS REQUIRING ACCESS TO THE RAILROAD ROW MUST HAVE AN APPROVED LICENSE AGREEMENT AND/OR WORK PERMIT PRIOR TO ANY WORK WITHIN THE RAILROAD ROW. INDIVIDUALS OR CONTRACTORS MUST FOLLOW ALL SAFETY REQUIREMENTS OF CAPITAL METRO.
- 2. ANY WORK WITHIN THE CAPITAL METRO RIGHT OF WAY CAN ONLY PROCEED WITH THE PRESENCE OF A QUALIFIED RWIC AND AFTER AN INITIAL JOB BRIEFING IS HELD OFF SITE. AT THAT TIME RWP CERTIFICATIONS WILL BE INSPECTED. ANY WORKER WHO CANNOT PRODUCE A VALID AND IN DATE CERTIFICATION WILL NOT BE PERMITTED IN THE ROW. ANY WORK



INVOLVING EQUIPMENT THAT HAS THE POTENTIAL TO ENTER THE FOUL ZONE MAY ONLY BE PERFORMED WITH THE PROTECTION OF A QUALIFIED RWIC. SCHEDULING OF RWICS IS COORDINATED BY CAPITAL METRO RAIL OPERATIONS.

- 3. CONTRACTOR SHALL NOTIFY CAPMETRO AND ITS OPERATIONS & MAINTENANCE CONTRACTOR, HERZOG TRANSIT SERVICES (IF WORKING IN THE CENTRAL SUBDIVISION) OR AUSTIN WESTERN RAILROAD (IF WORKING IN EAST OR WEST SUBDIVISION), THREE WEEKS BEFORE COMMENCING WORK WITHIN THE CAPMETRO RIGHT-OF-WAY IN ORDER TO SCHEDULE ROADWAY WORKER PROTECTION TRAINING CLASS, TRACK ACCESS AND RWIC SERVICES IF NEEDED AND SCHEDULE TRACK OUTAGES.
- 4. COMPLY WITH ALL CONDITIONS OF PERMIT FOR CONSTRUCTION IN RAILROAD ROW.
- 5. CONSTRUCTION IN RAILROAD ROW SHALL NOT PROGRESS UNTIL PROOF OF INSURANCE IS PROVIDED TO CAPMETRO.
- 6. THE CONTRACTOR MUST REQUEST THAT ALL RAILROAD SIGNAL GRADE CROSSING AND COMMUNICATION CABLES WITHIN THE LIMITS OF CONSTRUCTION BE LOCATED AND TAKE CARE NOT TO DAMAGE THEM. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN MARKING OF CABLES AND FOR THE REPAIR OF ANY DAMAGE TO CAPITAL METRO SIGNAL FACILITIES.
- 7. CONTRACTOR SHALL MAINTAIN A MINIMUM CONSTRUCTION CLEARANCE OF 23'-7" VERTICALLY ABOVE THE PLANE OF THE TOP OF RAIL (TOR).
- 8. ANY CONSTRUCTION FEATURE WILL HAVE 10' HORIZONTAL CLEARANCE FROM THE CENTER OF THE TRACK
- 9. TRENCHING FOR THE UNDERGROUND CABLE OR UTILITY PIPE PARALLEL TO THE TRACK SHOULD BE PROVIDED TOWARD THE EDGE OF THE ROW.
- 10. BEFORE ANY EXCAVATION ON THE ROW GET DETAILS OF THE EMBEDDED PTC FIBER IN TERMS OF THE OFFSET & DEPTH OF THE FIBER OPTIC LINE IF WORKING WITHIN CENTRAL SUBDIVISION.

GENERAL SHORING REQUIREMENTS

- 1. RAILROAD REVIEW AND APPROVAL OF SHORING, ERECTION, DEMOLITION AND FALSEWORK IS REQUIRED. ALLOW A MINIMUM OF FOUR WEEKS FOR THE REVIEW AND APPROVAL OF EACH SUBMITTAL.
- 2. THE PROJECT SHALL NOT INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF THE FLOW IN THE RAILROAD'S DITCHES AND/OR DRAINAGE STRUCTURES. IN THE RARE EVENT THAT A

SHEET NO.		NO.		REVISION		BY		DATE	
4									

TITLE: GILLELAND CREEK
PRECINCT: 1 / 2
GENERAL NOTES





GRADE SEPARATION PROJECT WILL INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF FLOW IN SUCH ELEMENTS, SUCH A DESIGN MUST BE REVIEWED AND APPROVED BY THE RAILROAD.

3. VERIFY THE ELEVATION OF THE EXISTING TOR PROFILE BEFORE BEGINNING CONSTRUCTION. BRING ALL DISCREPANCIES TO THE ATTENTION OF THE RAILROAD PRIOR TO CONSTRUCTION
4. SUBMIT A PROPOSED METHOD OF EROSION AND SEDIMENT CONTROL FOR APPROVAL BY THE RAILROAD.
5. DESIGN AND CONSTRUCT ALL SHORING SYSTEMS THAT IMPACT THE RAILROAD OPERATIONS AND/OR SUPPORT THE RAILROAD’S EMBANKMENT PER CURRENT RAILROAD GUIDELINES FOR TEMPORARY SHORING.
6. COMPLY WITH RAILROAD DEMOLITION GUIDELINES FOR ALL DEMOLITIONS WITHIN THE RAILROAD ROW AND/OR DEMOLITION THAT MAY IMPACT THE RAILROAD’S TRACKS OR OPERATION.
7. DESIGN ERECTION METHODS OVER THE RAILROAD ROW TO CAUSE NO INTERRUPTION TO THE RAIL OPERATIONS, ENABLING THE TRACK TO REMAIN OPEN TO TRAFFIC PER THE RAILROAD’S REQUIREMENT. COORDINATE CONSTRUCTION WORK WINDOWS WITH RAILROAD REPRESENTATIVE.
8. DESIGN ALL CONSTRUCTION PHASING THAT MAY IMPACT THE RAILROAD OPERATIONS TO CAUSE NO INTERRUPTION TO THE RAILROAD OPERATION, ENABLING THE TRACK TO REMAIN OPEN TO TRAFFIC PER THE RAILROAD’S REQUIREMENT. COORDINATE CONSTRUCTION WORK WINDOWS WITH THE RAILROAD’S REPRESENTATIVE.
9. COMPLY WITH MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK OUTLINED IN THE RAILROAD GUIDELINES.
10. VERIFY ALL PERMANENT CLEARANCES BEFORE PROJECT CLOSING.
11. FOR RAILROAD COORDINATION LIAISE WITH THE RAILROAD REPRESENTATIVE.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10800 IN. MORGAN DRIVE, BLDG. 3, STE. 200 | AUSTIN, TX 78758 | 512.466.8871
TOP-LEVEL PROFESSIONAL SEAL NO. 1 | TEXAS PROFESSIONAL ENGINEER

SHEET NO.		NO.		REVISION		BY	DATE
5							

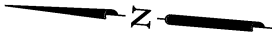
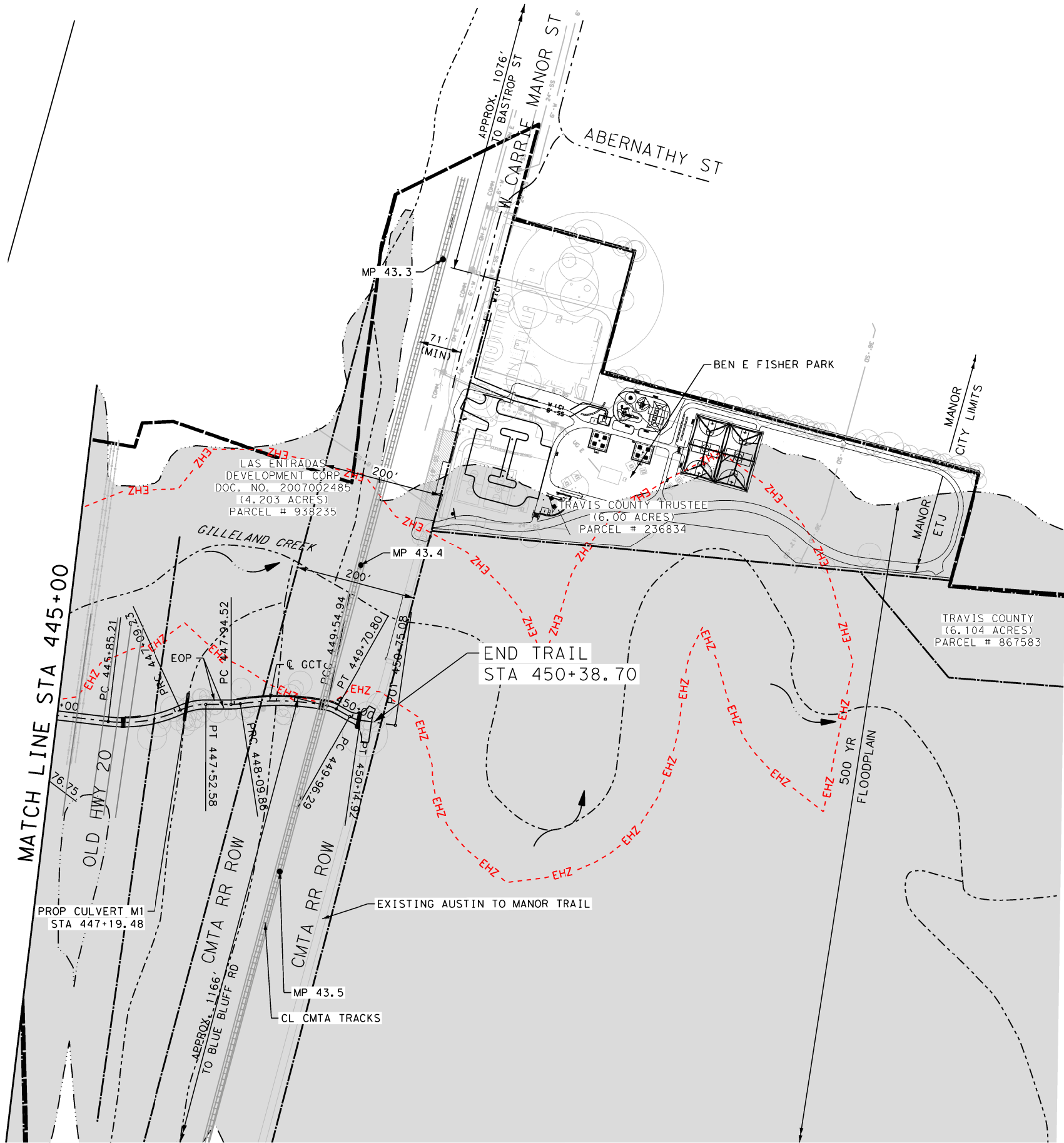
TITLE: GILLELAND CREEK

PRECINCT: 1 / 2

GENERAL NOTES



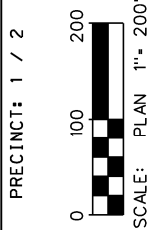
TRAVIS COUNTY, TEXAS
TRANSPORTATION AND NATURAL
RESOURCES DEPARTMENT
MAILING ADDRESS
AUSTIN, TEXAS 78767
ENGINEERING
SERVICES DIVISION
(512) 854-9383 FAX: 854-4626



- LEGEND**
- PROPERTY LINE
 - 500 YR FLOODPLAIN LIMIT
 - CREEK/STREAM CENTERLINE
 - EROSION HAZARD ZONE
 - CRITICAL WATER QUALITY ZONE
 - WATERS OF THE U.S.
 - WETLAND BUFFER ZONE
 - CRITICAL ENVIRONMENTAL FEATURE

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10800 IN. MORGAN EXP. BLDG. 3, STE. 200 | AUSTIN, TX 78758 | 512.466.8171
TOP-LEVEL PROFESSIONAL SEAL NO. 114428 (FOR REGISTRATION ONLY)

PROJECT LAYOUT
STA 445+00 TO
END PROJECT



PRECINCT: 1 / 2

TITLE: GILGELAND CREEK

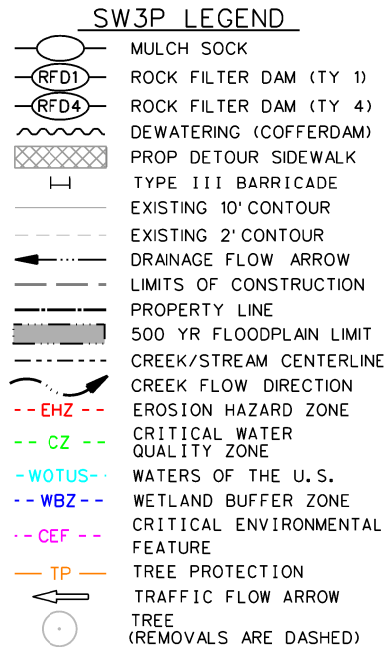
HEATHER MCNEAL
114428
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

8/15/2024

TRAVIS COUNTY, TEXAS
TRANSPORTATION AND NATURAL
RESOURCES DEPARTMENT
MAILING ADDRESS: 1000 E. 11TH ST., 10TH FLOOR
AUSTIN, TEXAS 78702
(512) 854-9383 FAX: 854-4626



Plotted on: 8/15/2024



1. REFER TO CITY OF AUSTIN SW3P STANDARD SHEETS FOR DETAILS.
2. INSTALLED MEASURES SHALL REMAIN IN PLACE AND BE INSPECTED WEEKLY. ALL ITEMS SHALL BE MAINTAINED AND REPAIRED THROUGHOUT DURATION OF USE.
3. SW3P STRUCTURES SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT DESIGN. INSTALLATION OF SW3P MEASURES WILL BE SHOWN AND MODIFIED TO ACCOMMODATE ACTUAL FIELD CONDITIONS.
4. MULCH SOCK SHOULD TYPICALLY BE PLACED AT 5' MINIMUM AWAY FROM THE TOE OF SLOPES NO STEEPER THAN 2:1. MULCH SOCK IS PURPOSELY SHOWN OFF-SET FROM SAID LINES FOR VISUAL CLARITY. CONTRACTOR TO INSTALL MULCH SOCK AROUND TREES AND OTHER OBSTRUCTIONS.
5. ROCK FILTER DAMN SHOULD BE PLACED AT THE DOWNSTREAM END OF DRAINAGE STRUCTURES IDENTIFIED IN PLANS AND WITHIN THE LIMITS OF CONSTRUCTION. ROCK FILTER DAMN IS PURPOSELY SHOWN OFF-SET FOR VISUAL CLARITY.
6. PER TRAVIS COUNTY BASE DEVELOPMENT REGULATIONS, 500 YR PRE-ATLAS 14 HYDROLOGY & HYDRAULICS WERE USED IN PLACE OF 100 YR ATLAS 14 HYDROLOGY & HYDRAULICS.
7. MULCH SOCK REMOVAL IS SUBSIDIARY TO ITEM 648S.
8. TREE REMOVAL SHOWN WITH BEST AVAILABLE SURVEY DATA. ANY ADDITIONAL REMOVAL OR PROTECTION NECESSARY IS N.S.P.I.

9. CONTRACTOR TO PLACE SEEDING IN DISTURBED AREAS.
10. TEMPORARY SEEDING PAID FOR UNDER ITEM 604S.
11. TREE PROTECTION SUBSIDIARY TO ITEM 101S-B PREPARING RIGHT OF WAY

SHEET NO. 7

PRECINCT: 1 / 2

50 100

SCALE: PLAN 1"= 100'



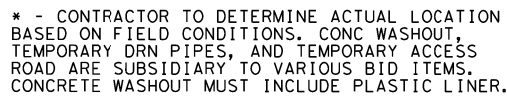
TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT

MAILING ADDRESS:
P.O. BOX 1748
AUSTIN, TEXAS 78767

PLANNING & ENGINEERING
SERVICES DIVISION

(512) 854-9383 FAX: 854-4626

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9. CONTRACTOR TO PLACE SEEDING IN DISTURBED AREAS.
10. TEMPORARY SEEDING PAID FOR UNDER ITEM 604S.
11. TREE PROTECTION SUBSIDIARY TO ITEM 101S-B PREPARING RIGHT OF WAY

	MULCH SOCK
	ROCK FILTER DAM (TY 1)
	ROCK FILTER DAM (TY 4)
	DEWATERING (COFFERDAM)
	PROP DETOUR SIDEWALK
	TYPE III BARRICADE
	EXISTING 10' CONTOUR
	EXISTING 2' CONTOUR
	DRAINAGE FLOW ARROW
	LIMITS OF CONSTRUCTION
	PROPERTY LINE
	500 YR FLOODPLAIN LIMIT
	CREEK/STREAM CENTERLINE
	CREEK FLOW DIRECTION
	EROSION HAZARD ZONE
	CRITICAL WATER QUALITY ZONE
	WATERS OF THE U.S.
	WETLAND BUFFER ZONE
	CRITICAL ENVIRONMENTAL FEATURE
	TREE PROTECTION
	TRAFFIC FLOW ARROW
	TREE (REMOVALS ARE DASHED)

1. REFER TO CITY OF AUSTIN SW3P STANDARD SHEETS FOR DETAILS.
2. INSTALLED MEASURES SHALL REMAIN IN PLACE AND BE INSPECTED WEEKLY. ALL ITEMS SHALL BE MAINTAINED AND REPAIRED THROUGHOUT DURATION OF USE.
3. SW3P REQUIREMENTS SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT DESIGN. INSTALLATION OF SW3P MEASURES WILL BE SHOWN AND MODIFIED TO ACCOMMODATE ACTUAL FIELD CONDITIONS.
4. MULCH SOCK SHOULD TYPICALLY BE PLACED AT 5' MINIMUM AWAY FROM THE TOE OF SLOPES NO STEEPER THAN 2:1. MULCH SOCK IS PURPOSELY SHOWN OFF-SET FROM SAID LINES FOR VISUAL CLARITY. CONTRACTOR TO INSTALL MULCH SOCK AROUND TREES AND OTHER OBSTRUCTIONS.
5. ROCK FILL DAMN SHOULD BE PLACED AT THE DOWNSLOPE END OF DRAINAGE STRUCTURES IDENTIFIED IN PLANS AND WITHIN THE LIMITS OF CONSTRUCTION. ROCK FILL DAMN IS PURPOSELY SHOWN OFFSET FOR VISUAL CLARITY.
6. PER TRAVIS COUNTY BASE DEVELOPMENT REGULATIONS, 500 YR PRE-ATLAS 14 HYDROLOGY & HYDRAULICS WERE USED IN PLACE OF 100 YR ATLAS 14 HYDROLOGY & HYDRAULICS.
7. MULCH SOCK REMOVAL IS SUBSIDIARY TO ITEM 648S.
8. TREE REMOVAL SHOWN WITH BEST AVAILABLE SURVEY DATA, ANY ADDITIONAL REMOVAL OR PROTECTION NECESSARY IS N.S.P.I.

PAPE-DAWSON ENGINEERS AUSTIN SAN ANTONIO HOUSTON FORT WORTH DALLAS 10800 N. MOORE HWY, SUITE 2, STE 200 AUSTIN, TX 78759 512-664-8711 TXPE-2246 REGISTRATION #4451 TPCE-2246 REGISTRATION #10880	SHEET NO. 8 SHEET 18 of 35		NO.	REVISION	BY	DATE

TITLE: GILLELAND CREEK
 EROSION
 SEDIMENTATION
 CONTROL PLAN
 BEN E FISHER PARK

PRECINCT: 1 / 2
 SCALE: PLAN 1" = 100'
 0 50 100

TRAVIS COUNTY, TEXAS
 TRANSPORTATION AND NATURAL
 RESOURCES DEPARTMENT
 MAILING ADDRESS:
 AUSTIN, TEXAS 78767
 PLANNING & ENGINEERING
 SAMPLES DIVISION
 (512) 854-9383 FAX: 854-4626

COUNTY OF TRAVIS
 STATE OF TEXAS
 HEATHER MCNEAL
 114428
 LICENSED
 PROFESSIONAL ENGINEER
 8/15/2024

1. SEE ESC SHEETS FOR LIMIT OF CONSTRUCTION (LOC).
2. EXISTING FEATURES ARE SHOWN SCREENED BACK; i.e. FADED

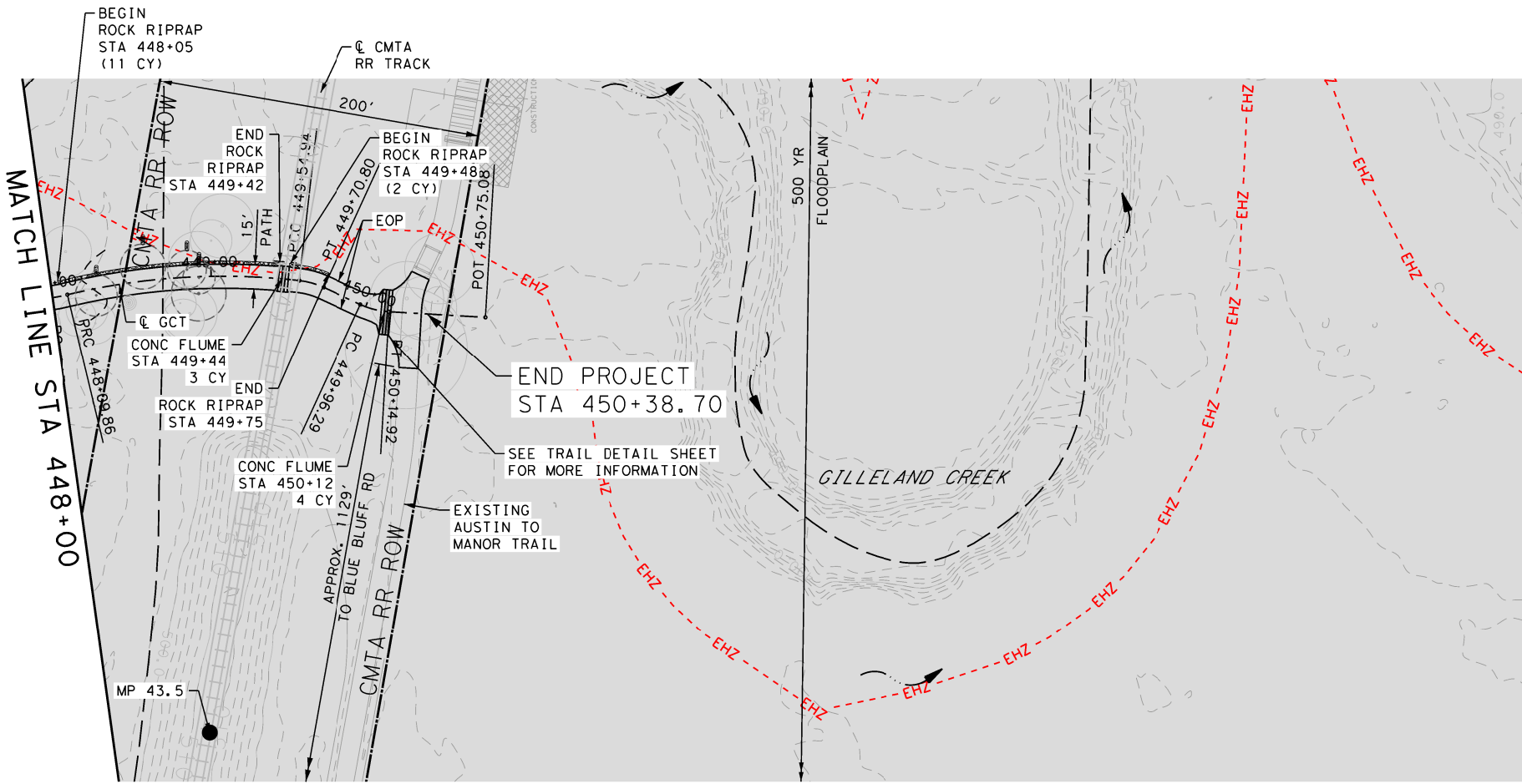
3. PER TRAVIS COUNTY BASE DEVELOPMENT REGULATIONS, 500 YR PRE-ATLAS 14 HYDROLOGY & HYDRAULICS WERE USED IN PLACE OF 100 YR ATLAS 14 HYDROLOGY & HYDRAULICS.

4. SEE TYPICAL SECTIONS FOR ROCK RIPRAP INFORMATION.
5. SEE BRIDGE SHEETS FOR BRIDGE INFORMATION.

NOTES

6. WOTUS WAS ONLY MAPPED IN LOCATIONS OF DISTURBANCE.
7. SEE PAGE T-LH3.1 FOR PEDESTRIAN RAIL DETAILS AND PAGE S3.05 FOR MORTARED STONE WALL INFORMATION

8. ALL SIGNS TO BE OFFSET 2' FROM THE EDGE OF THE TRAVELED WAY.
9. ROCK RIPRAP SHOWN OFFSET FROM TRAIL FOR CLARITY. SEE TYPICAL SECTIONS FOR DETAILS.



- LEGEND**
- PROPERTY LINE
 - 500 YR FLOODPLAIN LIMIT
 - CREEK/STREAM CENTERLINE
 - EXISTING 10' CONTOUR
 - EXISTING 2' CONTOUR
 - PROPOSED 10' CONTOUR
 - PROPOSED 2' CONTOUR
 - EHZ (EROSION HAZARD ZONE)
 - CZ (CRITICAL WATER QUALITY ZONE)
 - WOTUS (WATERS OF THE U.S.)
 - WBZ (WETLAND BUFFER ZONE)
 - CEF (CRITICAL ENVIRONMENTAL FEATURE)
 - CREEK FLOW DIRECTION
 - TREE (REMOVALS ARE DASHED)

PRECINCT: 1 / 2

SCALE: PLAN 1" = 100'
PROFILE 1" = 10'

TITLE: GILLELAND CREEK

PLAN AND PROFILE
STA 448+00 TO
END PROJECT

8/15/2024

TRAVIS COUNTY, TEXAS
TRANSPORTATION AND NATURAL
RESOURCES DEPARTMENT
MAILING ADDRESS
AUSTIN, TEXAS 78767
ENGINEERING
SERVICES DIVISION
(512) 854-9383 FAX: 854-4626

COUNTY OF TRAVIS
STATE OF TEXAS

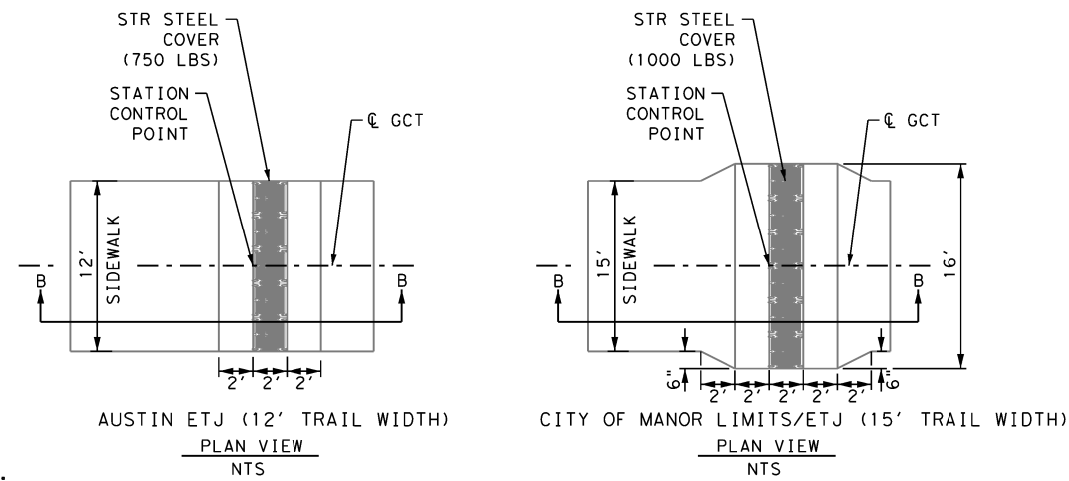
HEATHER MCNEAL
114428
REGISTERED PROFESSIONAL ENGINEER

PAPE-DAWSON
ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10800 N. MOORE DRIVE, SUITE 300 | AUSTIN, TX 78753 | (512) 854-9383
WWW.PAPE-DAWSON.COM | (512) 854-9383

NO.	REVISION	BY	DATE

SHEET NO. 9
SHEET 33 OF 36

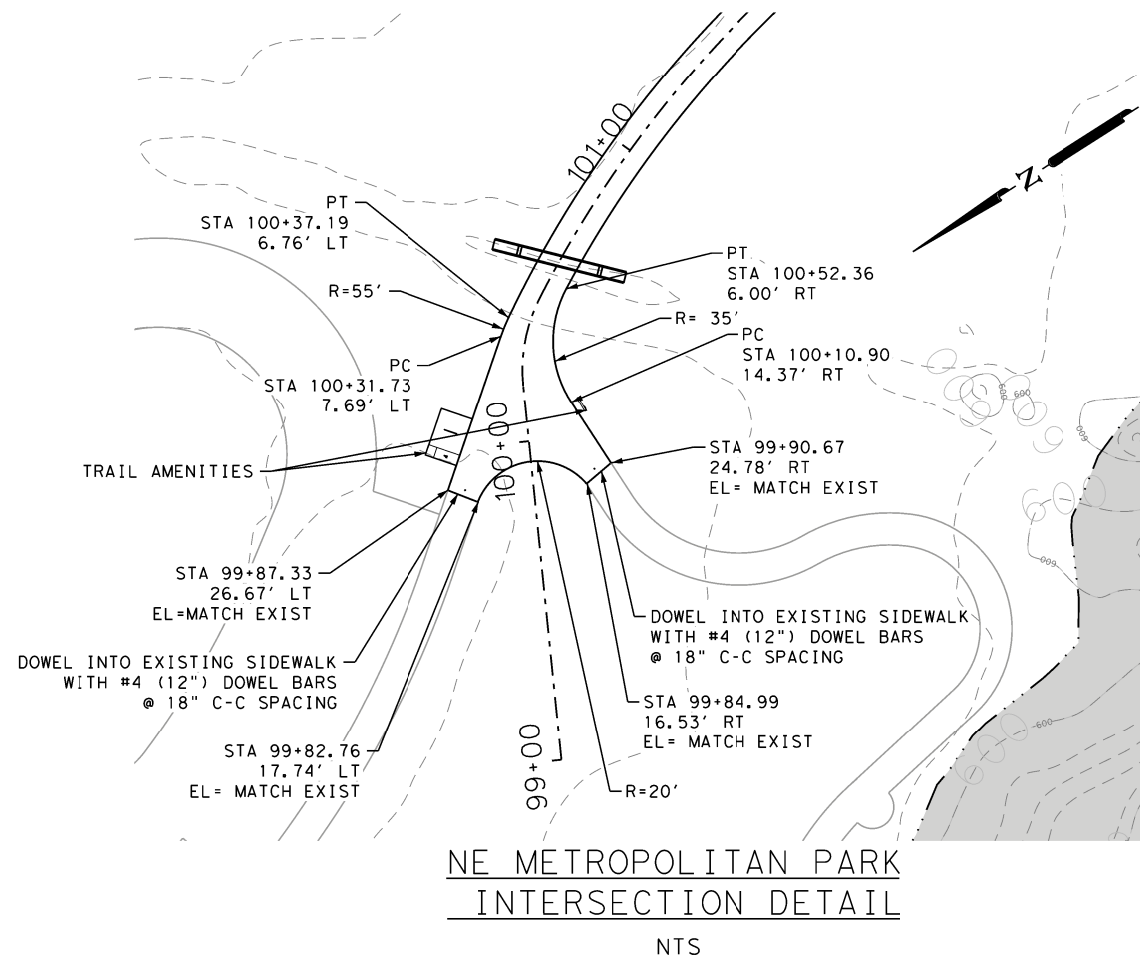
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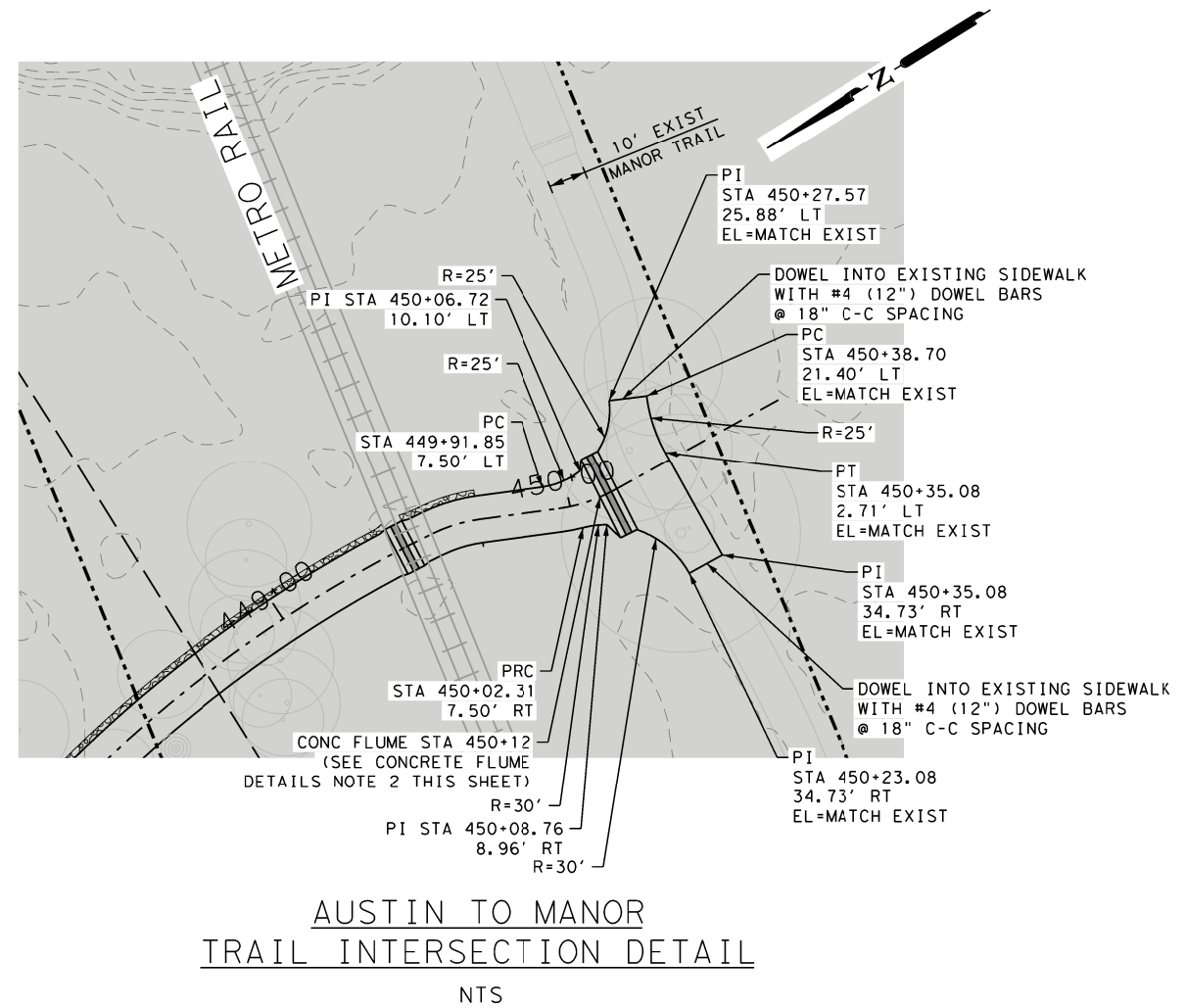
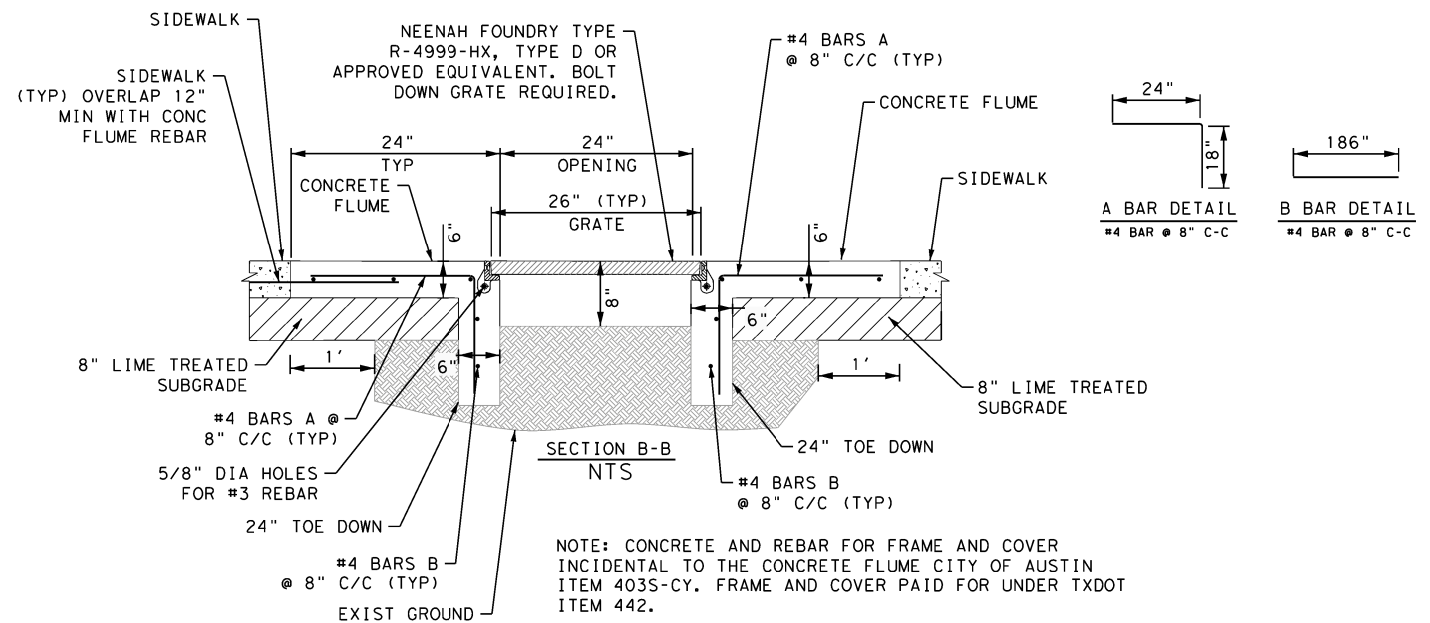
NOTES:

1. 2' WIDE SIDEWALK GAP TO PROVIDE NATURAL DRAINAGE FLUME. TO BE FIELD LOCATED BY ENGINEER BASED ON SITE DRAINAGE CONDITIONS.
2. CONCRETE FLUME AT STATION 450+12.00 TO BE 28' LONG, AND STR STEEL COVER TO BE 1750 LBS.

CONCRETE FLUME DETAILS
NTS



AUSTIN TO MANOR
TRAIL INTERSECTION DETAIL
NTS



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT

MAILING ADDRESS:
P.O. BOX 11448
AUSTIN, TEXAS 78767

ENGINEERING
SERVICES DIVISION

(512) 854-9383 FAX: 854-4626



PRECINCT: 1 / 2

HORZ:	N/A
VERT:	N/A
<u>SCALE</u>	

TITLE: GILLELAND CREEK

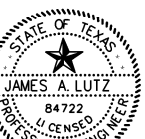
TRAIL DETAILS

DESIGN



APPROVAL

7/17/2024



7/17/2024

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10001 N. MOPAC EXPY., BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711

[illegible]

SHEET NO.

113

25

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act." No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

I. WORK AT CROSSING LOCATIONS (AT GRADE, HIGHWAY OVERPASS, HIGHWAY UNDERPASS, PEDESTRIAN, OR CLOSED/ABANDONED)

☐ This project is adjacent or parallel work, not within RR ROW:
DOT No.: 1,830' west of DOT 765574D
Crossing Type: SHARED-USE-PATH UNDERPASS
RR Company Operating Track at Crossing: CAP METRO
RR Company Owning Track at Crossing: CAP METRO
RR MP: 43.3; 43.4
RR Subdivision: East
City: MANOR
County: TRAVIS
CSJ at this Crossing:
Latitude: 30.341063
Longitude: -97.565345

Scope of Work, including any TCP, to be performed by State Contractor:

CONSTRUCTION OF SHARED-USE-PATH FOR GILLELAND CREEK GREENWAY IMPROVEMENTS UNDERNEATH THE RAILROAD.

Scope of Work to be performed by Railroad Company:

NONE.

II. FLAGGING & INSPECTION

No. of Days of Railroad Flagging Expected: 0
On this project, night or weekend flagging is:
☐ Expected
☒ Not Expected

Flagging services will be provided by:
☐ Railroad Company: 1) Txdot will pay flagging invoices. Flagging Agreement with railroad will be needed or, 2) Permitted crossing. Railroad company to provide flagging.
☒ Outside Party: Contractor will pay flagging invoices to be reimbursed by TxDOT

Contractor must incorporate flaggers into anticipated construction schedule. The Railroad requires a 30-day notice if their flaggers are to be utilized. If Contractor falls behind schedule due to their own negligence and is not ready for scheduled flaggers, any flagging charges will be paid by Contractor.

Contact Information for Flagging:
☐ UPRR UP.info@railpros.com
Call Center 877-315-0513, Select #1 for flagging
UP.request@nrssinc.net
Call Center 877-984-6777
☐ BNSF BNSFinfo@railprosfs.com
Call Center 877-315-0513, Select #1 for flagging
☐ CPKCR KCS.info@railpros.com
Call Center 877-315-0513, Select #1 for flagging
Bottom Line On-Track Safety Services
bottomline076@aol.com, 903-767-7630
☒ OTHERS: CMTY: VINCENT SANDOVAL
(512) 369-6049
VINCENT.SANDOVAL@CAPMETRO.ORG

Contractor must incorporate railroad construction inspection into anticipated construction schedule.

☒ Not Required
☐ Required. Contact Information for Construction Inspection:

III. CONSTRUCTION WORK TO BE PERFORMED BY THE RAILROAD

☐ Required.
☒ Not Required
Railroad Point of Contact:

Coordinate with TxDOT for any work to be performed by the Railroad Company. TxDOT must issue a work order for any work done by the Railroad Company prior to the work being performed.

IV. RAILROAD INSURANCE REQUIREMENTS

The Contractor shall confirm the insurance requirements with the Railroad as the insurance limits are subject to change without notice.

Insurance policies and corresponding certificates of insurance must be issued by the contractor on behalf of the Railroad. Separate insurance policies and certificates are required when more than one Railroad Company is operating on the same right of way, or when several Railroad Companies are involved and operate on their own separate right of ways.

No direct compensation will be made to the Contractor for providing the insurance coverages shown below or any deductibles. These costs are incidental to the various bid items.

Escalated Limits	
Type of Insurance	Amount of Coverage (Minimum)
Workers Compensation	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$2,000,000 / \$4,000,000
Business Automobile	\$2,000,000

Railroad Protective Liability Limits	
☐ Not Required	
☐ Non - Bridge/Typical Maintenance Projects. Includes repairs to overpass/underpass and culvert structures	\$2,000,000 / \$6,000,000
☐ Bridge Structure Projects. Includes new construction or replacement of overpass/underpass structures	\$5,000,000 / \$10,000,000
☒ Other: None-Bridge/Underpass	\$5,000,000 / \$5,000,000

NOTE: ALL REFERENCES TO TXDOT SHOULD BE REPLACED WITH TRAVIS COUNTY.

V. CONTRACTOR'S RIGHT OF ENTRY (CROE)

☐ Not Required
☐ Required: UPRR Maintenance Consent Letter. TxDOT to assist
☐ Required: TxDOT to assist in obtaining the UPRR CROE
☒ Required: Contractor to obtain
☐ BNSF: https://bnsf.railpermitting.com
☐ CPKCR https://jllrpg.360works.com/fmi/webd/rpo_web_kcs.fmp12
☒ Other Railroads: https://www.capmetro.org/railrow/

To view previously approved CROE templates agreed upon between the State and Railroad, see: https://www.txdot.gov/business/resources/railroad-highway-crossing/sample-right-of-entry-agreements.html

Approved CROE templates are not to be modified by the Contractor.

Contractor shall not operate within Railroad Right of Way without an executed Construction & Maintenance Agreement between the State and the Railroad and an executed CROE between the Contractor and the Railroad if required on project.

VI. RAILROAD COORDINATION MEETING

A Railroad Coordination Meeting is required. See item 5, Article 8.1, of the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges Manual for more details.

VII. RAILROAD SAFETY ORIENTATION

A. Complete the Railroad's course "Orientation for Contractor's Safety," and maintain registration prior to working on the Railroad's property. This course is required to be completed annually by Contractor and Subcontractor personnel working on site.

UPRR, BNSF, CPKCR will not accept on-track safety training certificates from other Railroads. Refer to each Railroad's specific contractor right of entry for training information.

Know and follow the Contractor's Right of Entry Agreement EXHIBIT D, MINIMUM SAFETY REQUIREMENTS regarding clothing, personal protective equipment, and general safety requirements.

VIII. SUBCONTRACTORS

Contractor shall not subcontract work without written consent of TxDOT. Subcontractors are subject to the same insurance requirements as the Prime Contractor.

IX. EMERGENCY NOTIFICATION

In Case of Railroad Emergency
Call: CAP METRO
Railroad Emergency Line at: 844-592-8046
Location: DOT 1,830' west of DOT 765574D
RR Milepost: 43.3; 43.4
Subdivision: East

RRD Review Only
Initials:
Date:



Rail Division

RAILROAD SCOPE OF WORK
PROJECT SPECIFIC DETAILS

FILE: rr-scope-of-work.pdf	DN: TxDOT	CK:	DW:	CK:
© TxDOT June 2014	CONT	SECT	JOB	HIGHWAY
6/2023	REVISIONS			
	DIST	COUNTY		SHEET 1
				38

PART 1 - GENERAL

1.01 DESCRIPTION

This project includes construction work within the right of way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities. These sheets describe the minimum special requirements for coordination with the Railroad when working upon, over or under Railroad Right of Way or when impacting current or future Railroad operations. Coordinate with the Railroad while performing the work outlined herein, and afford the same cooperation with the Railroad as with TxDOT. Complete all submittals and work in accordance with TxDOT Standard Specifications, Railroad Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by the Railroad Designated Representative.

For purposes of this project, the Railroad Designated Representative is the person or persons designated by the Railroad Manager of Industry and Public Projects to handle specific tasks related to the project.

1.02 REQUEST FOR INFORMATION / CLARIFICATION

Submit Requests for Information ("RFI") involving work within any Railroad Right of Way to the TxDOT Engineer. The TxDOT Engineer will submit the RFI to the Railroad Designated Representative for review and approval for RFI's corresponding to work within Railroad Right of Way. Allow six (6) weeks total time for review and approval, which includes four (4) weeks for review and approval by the Railroad.

1.03 PLANS / SPECIFICATIONS

TxDOT has received written Railroad approval of the plans and specifications for this project. Any revisions or changes in the plans after award of the Contract must have the approval of TxDOT and the Railroad.

PART 2 - UTILITIES AND FIBER OPTIC

Construct all utility installations in accordance with current AREMA recommendations, Railroad, TxDOT and owning utility specifications and requirements. Railroad general guidelines can be found on the Railroad website or by contacting the Railroad Designated Representative.

PART 3 - CONSTRUCTION

3.01 GENERAL

- A. Perform all work in compliance with all applicable Railroad, Federal Railroad Administration (FRA), and TxDOT rules and regulations. Arrange and conduct work in a manner that does not endanger or interfere with the safe operation of the tracks and property of the Railroad and the traffic moving on such tracks, or the wires, signals and other property of the Railroad, its tenants or licensees, at or in the vicinity of the Work. The safe operation of railroad train movements takes precedence over any work to be performed by the Contractor. The Contractor is responsible for train delay cost and lost revenue claims due to any delays or interruption of train operations resulting from Contractor's construction or other activities.
- B. Construction activities within 15 feet of the operational tracks will only be allowed if absolutely necessary and the Railroad's Designated Representative grants approval. Construction activities within 15 feet of the operational track(s) preferably allow the tracks to stay operational. In such cases, coordination and approval by the Railroad Track Manager is required with regard to schedule, flagging, and slow orders. See Sections 3.07 and 3.08 for additional information.
- C. Provide track protection for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. When not in use, keep Contractor machinery and materials at least 50 feet from the Railroad's nearest track.
- D. Vehicular crossings of railroad track are allowed only at existing crossings, or haul road crossings developed with Railroad approval.
- E. The Contractor is also advised that new railroad facilities within the project may be built by the Railroad. If applicable, these facilities are delineated in the plans. Be aware of the limits of responsibilities and coordinate efforts with the Railroad and TxDOT.
- F. Railroad requirements do not allow work within 50 feet of track centers when a train passes the work site and all personnel must clear the area within 50 feet of the track centerline and secure all equipment. Additional allowances may be pursued as outlined in 3.02 and 3.03.
- G. All permanent clearances shall be verified before project closing.

3.02 RAILROAD OPERATIONS

- A. Trains and/or equipment are expected on any track, at any time, in either direction. Become familiar with the train schedules in this location and structure bid assuming intermittent track windows in this period, as defined in Paragraph B that follows.
- B. All railroad tracks within and adjacent to the contract site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. Coordinate and schedule the work so that construction activities do not interfere with railroad operations.
- C. Coordinate work windows with TxDOT and the Railroad's Designated Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. Conditional Work Window: A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and/or adjacent to the railroad tracks within 25 feet of the nearest track, a railroad flag person will be required. At the direction of the railroad flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the Railroad Designated Representative, from the tracks). Conditional Work Windows are available for the Project.
 - 2. Absolute Work Window: An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame, the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window, the railroad tracks and/or signals must be completely operational for train operations and all Railroad, Public Utilities Commission (PUC) and FRA requirements, codes and regulations for operational tracks must be satisfied. In the situation where the operating tracks and/or signals have been affected, the Railroad will perform inspections of the work prior to placing that track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for Railroad review.

3.03 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Do not perform any work within Railroad Right of Way without a valid executed Right of Entry Agreement if required on this project.
- B. Give advance notice to the Railroad as required in the "Contractor's Right of Entry Agreement" before commencing work in connection with construction upon or over Railroad Right of Way and observe the Railroad's rules and regulations with respect thereto.
- C. Perform all work upon Railroad Right of Way in a manner to avoid interference with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, submit the work method to the Railroad Designated Representative for approval. Approval does not relieve the Contractor from liability. Do not commence any work which requires flagging service or inspection service until the flagging protection required by the Railroad is available at the job site. See Section 3.15 for railroad flagging requirements.
- D. Make requests in writing for both Absolute and Conditional Work Windows, at least 30 days in advance of any work. Include in the written request:
 - 1. Exactly what the work entails.
 - 2. The days and hours that work will be performed.
 - 3. The exact location of work, and proximity to the tracks.
 - 4. The type of window requested and the amount of time requested.
 - 5. The designated contact person.

Provide a written confirmation notice to the Railroad at least 48 hours before commencing work in connection with approved work windows when work is within 25 feet of nearest rail. Perform all work in accordance with previously approved work plans.

- E. Make provisions to protect operations and property of the Railroad should a condition arising from, or in connection with the work, require immediate and unusual action. If in the judgment of the Railroad Designated Representative such provisions are insufficient, the Railroad Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the Railroad or TxDOT. The Railroad or TxDOT shall have the right to order the Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the Railroad Designated Representative, the Contractor's operations could endanger railroad operations. In the event of such an order, immediately notify TxDOT of the order.

3.04 INSURANCE

Do not begin work upon or over Railroad Right of Way until furnishing the Railroad with the insurance policies, binders, certificates and endorsements required by the "Contractor's Right of Entry Agreement", and until the Railroad Designated Representative has advised TxDOT that such insurance is in accordance with the Agreement.

3.05 RAILROAD SAFETY ORIENTATION

- A. Complete the railroad course "Orientation for Contractor's Safety", and maintain current registration prior to working on railroad property. This course is required to be completed annually by Contractor and Subcontractor personnel working on site.

"JPRR, BNSF, KCS/TEXMEX will not accept on-track safety training certificates from other railroads. Refer to Railroad specific contractor right of entry for training information."
- B. Know and follow the "Contractor's Right of Entry Agreement" EXHIBIT D, MINIMUM SAFETY REQUIREMENTS regarding clothing, personal protective equipment, and general safety requirements.

3.06 COOPERATION

The Railroad will cooperate with Contractor so that work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of Railroad Right of Way in performing the work.

3.07 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

Abide by the following minimum temporary clearances during the course of construction:
A. 15' - 0" (BNSF) (UPRR) and 14'-0" (KCS) horizontal from centerline of track
B. 22' (KCS) and 21' - 6" (UPRR & BNSF) vertically above top of rail.

For construction clearance less than listed above, obtain local Railroad Operating Unit review and approval.

3.08 APPROVAL OF REDUCED CLEARANCES

- A. Maintain minimum track clearances during construction as specified in Section 3.07.
- B. Submit any proposed infringement on the specified minimum clearances to the Railroad Designated Representative through TxDOT at least 30 days in advance of the work. Do not proceed with such infringement without written approval by the Railroad Designated Representative.
- C. Do not commence work involving an approved infringement without receiving written assurance from the Railroad Designated Representative that arrangements have been made for any necessary flagging service.



Rail Division

RAILROAD REQUIREMENTS
FOR NON-BRIDGE
CONSTRUCTION PROJECTS

FILE:	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS March 2020	DIST	COUNTY		SHEET 1 12

DATE:
FILE:

3.09 MAINTENANCE OF RAILROAD FACILITIES

- A. Maintain all ditches and drainage structures free of silt or other obstructions resulting from Contractor's operations. Repair eroded areas and any other damage within Railroad Right of Way and repair any other damage to the property of the Railroad, or its tenants.
- B. Perform all such maintenance and repair of damages due to the Contractors's operations at Contractor's expense.
- C. Submit a proposed method of erosion control for review by the Railroad prior to beginning any grading on the project site. Comply with all applicable local, state and federal regulations when developing and implementing such erosion control.

3.10 SITE INSPECTIONS BY RAILROAD's DESIGNATED REPRESENTATIVE

- A. In addition to the office reviews of construction submittals, site inspections may be performed by the Railroad Designated Representative at significant points during construction, including the following if applicable:
 - 1. Pre-construction meetings.
 - 2. Pile driving/drilling of caissons or drilled shafts.
 - 3. Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
 - 4. Erection of precast concrete or steel bridge superstructure.
 - 5. Placement of waterproofing (prior to placing ballast on bridge deck).
 - 6. Completion of the bridge structure.
- B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by the Railroad.
- C. Provide a detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to TxDOT for submittal to the Railroad Designated Representative for review prior to commencement of work. Include the anticipated dates when the above listed events will occur. Update this schedule for the above listed events as necessary and each month at a minimum to allow the Railroad to schedule site inspections.

3.11 RAILROAD REPRESENTATIVES

Railroad representatives, conductors, flag person or watch person will be provided by the Railroad at expense of TxDOT to protect Railroad facilities, property and movements of its trains or engines. In general, the Railroad will furnish such personnel or other protective services as follows:

- A. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from nearest rail of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
- B. For any excavation below elevation of track subgrade if, in the opinion of the Railroad Designated Representative, track or other railroad facilities may be subject to settlement or movement.
- C. During any clearing, grubbing, excavation or grading in proximity to railroad facilities, which, in the opinion of the Railroad Designated Representative, may endanger railroad facilities or operations.
- D. During any Contractor's operations when, in the opinion of the Railroad Designated Representative, railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- E. Arrange with the Railroad Designated Representative to provide the adequate number of flag persons to accomplish the work.

3.12 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad will rearrange its communications and signal lines, its grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by the Railroad's forces in connection with its operation at expense of TxDOT. This work by the Railroad will be done by its own forces and it is not a part of the Work under this Contract.

3.13 TRAFFIC CONTROL

Coordinate any operations that control traffic across or around railroad facilities with the Railroad Designated Representative.

3.14 CONSTRUCTION EXCAVATIONS AND BORING ACTIVITIES UNDER TRACK

- A. Take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of TxDOT, OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. The project plans indicate whether there are fiber optic lines or other such telecommunications systems that require consideration. Regardless, contact the necessary call center to determine if such cable systems are present:
 - UPRR 1-800-336-9193
7:00 AM to 9:00 PM CST Monday-Friday except holidays,
staffed 24 hrs/day for emergencies
48 hrs notice required
 - BNSF 1-800-533-2891
24 hour number
5 working days notice required
 - KCS 1-800-344-8377
Texas One Call, a 24 hour number
48 hrs notice required, excluding weekends and holidaysIf a telecommunications system is buried anywhere on or near railroad property, coordinate with TxDOT, the Railroad and the Telecommunication Company(ies) to arrange for relocation or protective measures prior to beginning work on or near railroad property. Refer to the project General Notes for additional information.
- C. Projects involving a boring or jack and bore operation under track such as drainage pipes or culverts and utilities require an installation plan reviewed and approved by the Railroad and TxDOT prior to proceeding with such construction. A railroad inspector and contractor assisted monitoring of ground and track movement is required to maintain safe passage of rail traffic. Stop installation and do not allow passage of trains if movements in excess of 1/4 inch vertical or horizontal is detected in the tracks. Immediately repair the damage to the satisfaction of TxDOT and the Railroad before proceeding.

3.15 RAILROAD FLAGGING

Per the Right of Entry Agreement for flagging, notify the Railroad Representative at least 10 working days in advance of Contractor's work and at least 30 working days in advance of any Contractor's work in which any person or equipment will be within 25 feet of nearest rail or as specified in the Contractor Right of Entry (CROE).

3.16 CLEANING OF RIGHT-OF-WAY

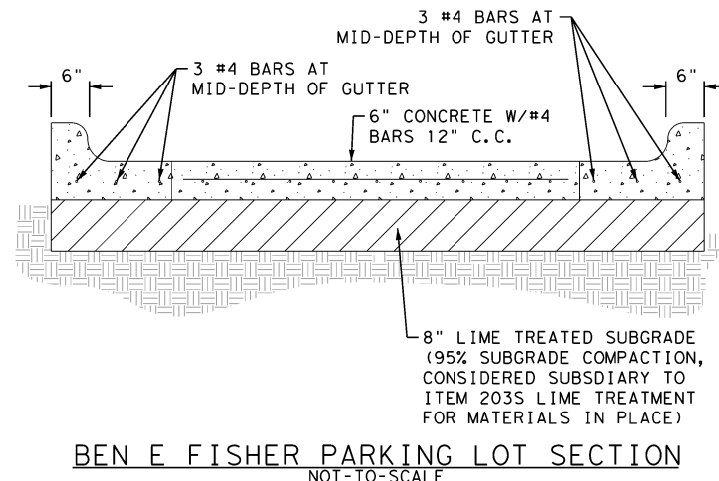
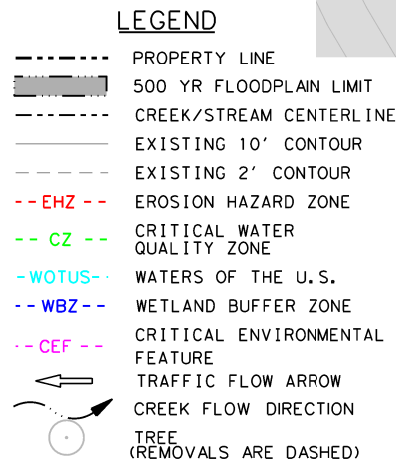
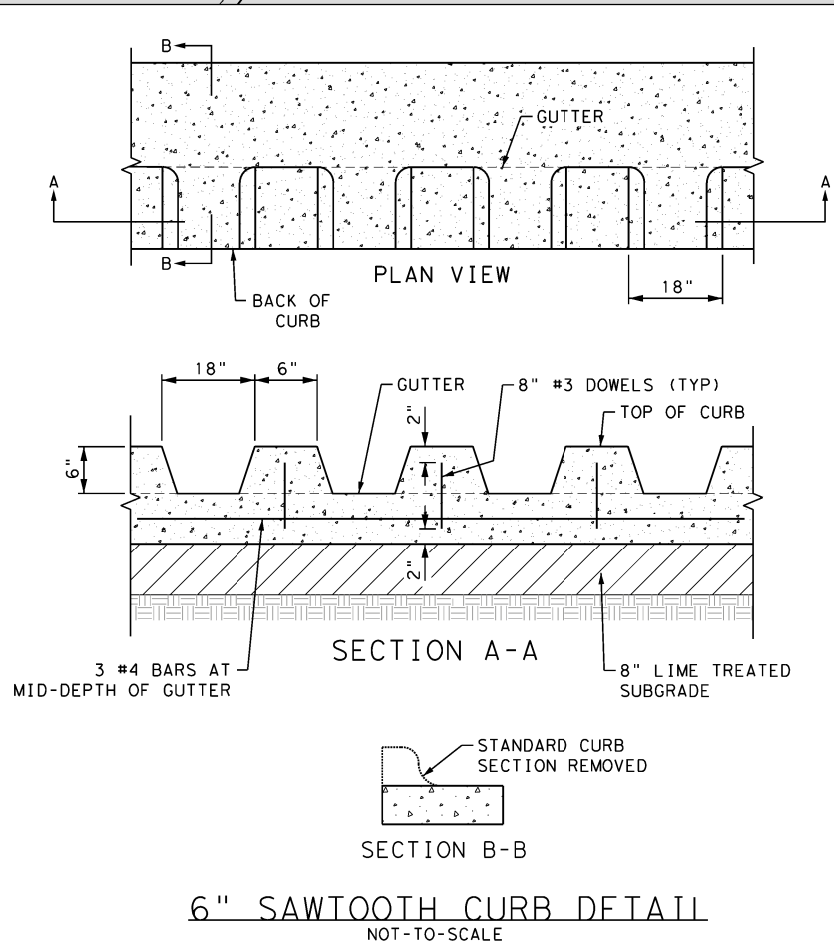
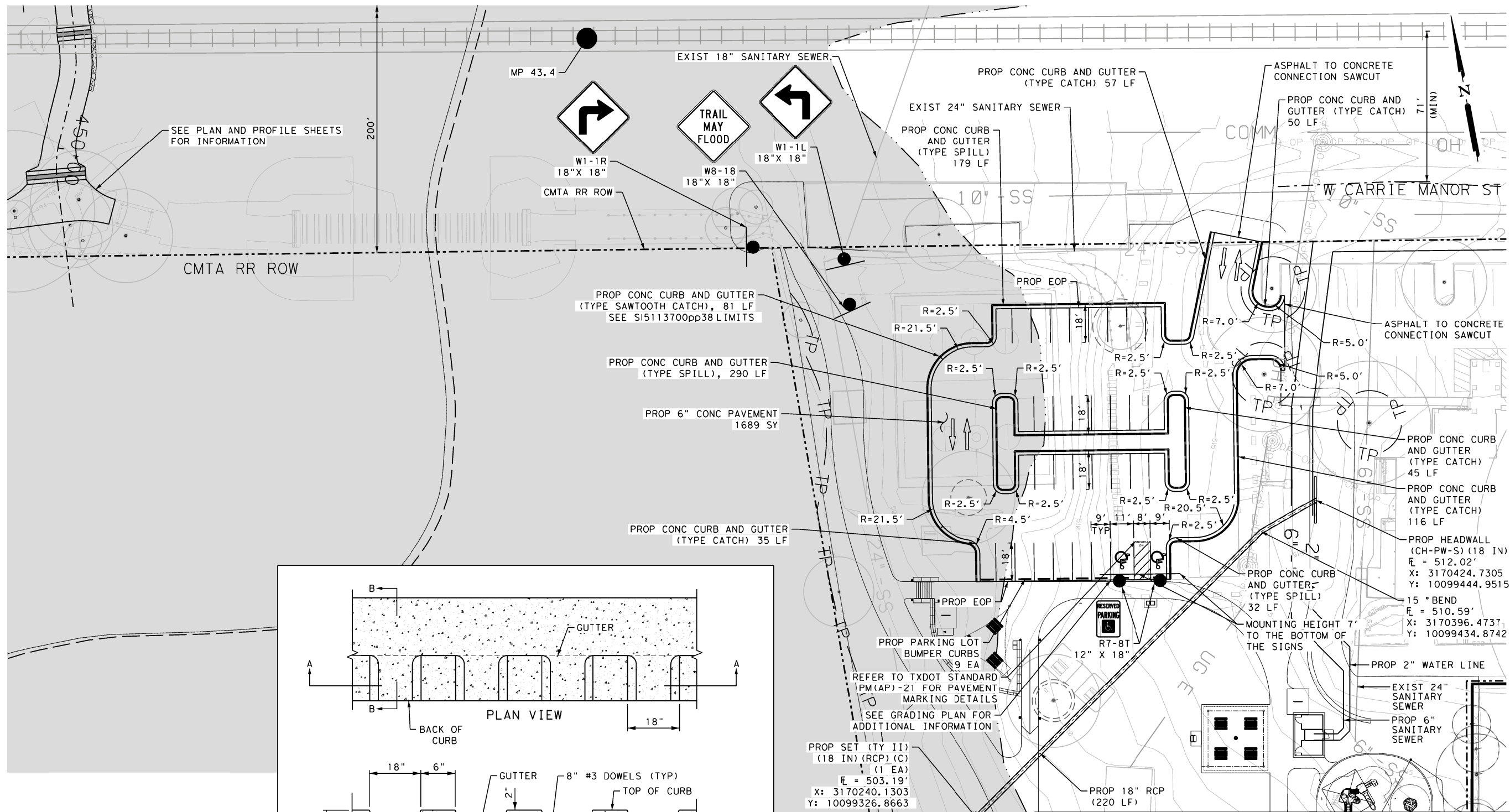
When work is complete, remove all tools, implements, and other materials brought into Railroad Right of Way and leave the right of Way in a clean and presentable condition to the satisfaction of TxDOT and the Railroad.

SHEET 2 OF 2

				Rail Division	
RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS					
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REVISIONS March 2020					
	DIST	COUNTY			SHEET 1 13

Plotted on: 8/15/2024

Design File name: H:\Projects\511\3700\Design\Civil\Exhibit A\Sheets\5113700_BE Fischer_Lot_Exhibit A.dgn



- NOTES**
1. REFER TO LANDSCAPE AND HARDSCAPE PLANS FOR ADDITIONAL INFORMATION.
 2. WATERS OF THE U.S. WERE ONLY MAPPED IN LOCATIONS OF DISTURBANCE.
 3. PARKING STALLS ARE 9FT IN WIDTH UNLESS SHOWN OTHERWISE IN PLANS.

TRAVIS COUNTY, TEXAS
TRANSPORTATION AND NATURAL
RESOURCES DEPARTMENT
MAILING ADDRESS: 1000 E. 11TH STREET, SUITE 200, AUSTIN, TX 78701
PHONE: (512) 854-9383 FAX: 854-4626

COUNTY OF TRAVIS
STATE OF TEXAS

PRECINCT: 1 / 2

0 25 50
SCALE: PLAN 1" = 50'

TITLE: GILLELAND CREEK

**PARKING LOT
DETAIL**

BEN E. FISHER PARK

STATE OF TEXAS
HEATHER MCNEAL
114428
LICENSED PROFESSIONAL ENGINEER

8/15/2024

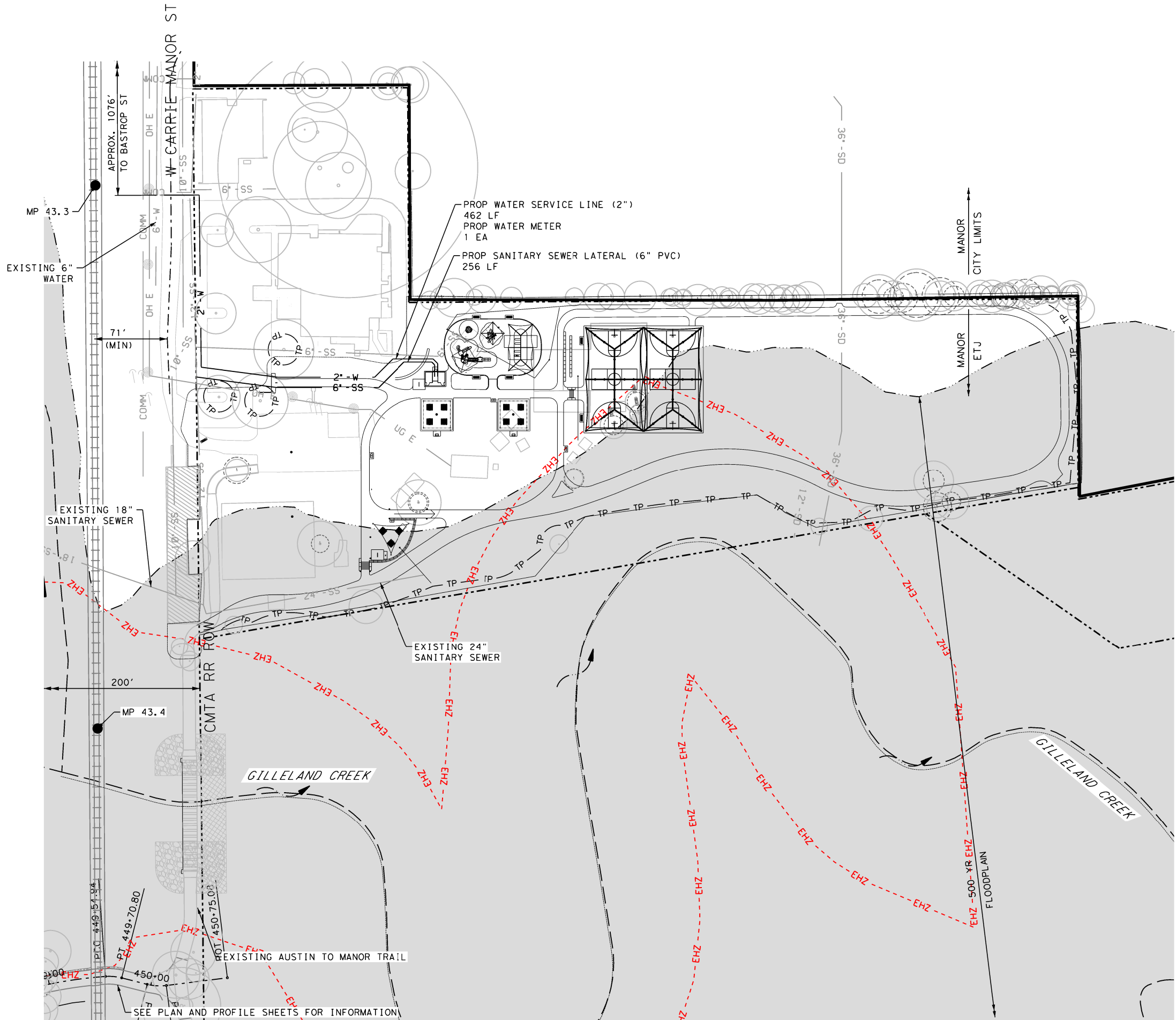
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**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10800 IN. MORGAN DRIVE, SUITE 300, FORT WORTH, TX 76116
TOP & BOTTOM PLANS FOR THIS PROJECT: 1. TOP & BOTTOM PLANS FOR THIS PROJECT

SHEET NO. 14

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NOTE: BID ITEMS 510-BW AND 510-BWW INCLUDE ALL ITEMS AND FEES NECESSARY TO INSTALL SERVICE AND CONNECTION TO SEWER AND WATER MAINS.

- LEGEND**
- 6"-SS — PROP 6" SANITARY SEWER
 - 2"-W — PROP 2" SERVICE LINE
 - — PROPERTY LINE
 - — 500 YR FLOODPLAIN LIMIT
 - — CREEK/STREAM CENTERLINE
 - - EHZ - - EROSION HAZARD ZONE
 - - CZ - - CRITICAL WATER QUALITY ZONE
 - - WOTUS - - WATERS OF THE U.S.
 - - WBZ - - WETLAND BUFFER ZONE
 - - CEF - - CRITICAL ENVIRONMENTAL FEATURE
 - — TRAFFIC FLOW ARROW
 - — CREEK FLOW DIRECTION
 - — TREE (REMOVALS ARE DASHED)

NO.	REVISION	BY	DATE

Operations, Planning and Safety Committee **Item #:** AI-2025-1661

Agenda Date: 11/5/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute two (2) perpetual Rail Right of Way License to Use agreements with the Texas Department of Transportation (TxDOT) for the installation and maintenance of a drainage tunnel underneath CapMetro rail right of way, waiving any and all license fees for the term of the agreements.

FISCAL IMPACT:

Refer to executive summary for clarification.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---------------------------------------|--|
| ☐ 1. Customer | ☒ 2. Community |
| ☐ 3. Workforce | ☐ 4. Organizational Effectiveness |

EXPLANATION OF STRATEGIC ALIGNMENT: CapMetro's mission is to empower, enhance, and serve the region and its communities through the responsible delivery of quality public transportation. These agreements support CapMetro's goal to improve mobility in the region and its communities by allowing the installation of a drainage tunnel beneath CapMetro rail right of way in support of the TxDOT I-35 reconstruction project through downtown Austin.

BUSINESS CASE: The agency is partnering with TxDOT in support of the I-35 redevelopment project in downtown Austin. By providing approval to install and maintain a drainage tunnel below CapMetro rail right of way and by waiving associated license fees, the agency is providing a key public benefit in support of this significant transportation project and public transit services.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on November 5, 2025.

EXECUTIVE SUMMARY: CapMetro is partnering with TxDOT on a number of transportation improvement projects related to the I-35 redevelopment project in downtown Austin that will directly benefit public transit services. These multiple improvements will require multiple agreements, and these agreements will generally waive CapMetro annual license fees because the projects provide a direct benefit to public transit services. The I-35 Drainage Tunnel agreements are the first of this series of agreements. The 22-foot diameter drainage

captures the runoff from the redeveloped I-35 infrastructure and conveys it to the Colorado River east of Downtown. The tunnel will cross under CapMetro Rail Right of Way at Airport Blvd. and 4th Street at a depth of approximately 67 feet and will not have an adverse impact on rail operations. There is one agreement for each of the two locations.

SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction Engineering and Design (CCED)

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1661

WHEREAS, CapMetro is partnering with the Texas Department of Transportation (TxDOT) on projects in support of the redevelopment of I-35; and

WHEREAS, these partnership projects benefit public transportation and transit services for the entire region; and

WHEREAS, CapMetro intends to grant TxDOT two (2) perpetual License Agreements to Use Rail Right of Way for the purposes of installing and maintaining a drainage tunnel in support of the I-35 redevelopment project.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the CapMetro President and CEO, or her designee, is authorized to finalize and execute two (2) perpetual Rail Right of Way License to Use agreements with the Texas Department of Transportation (TxDOT) for the installation and maintenance of a drainage tunnel underneath CapMetro rail right of way, waiving any and all license fees for the term of the agreements.

Date: _____

**Secretary of the Board
Becki Ross**



I-35 Capital Express Central Drainage Tunnel

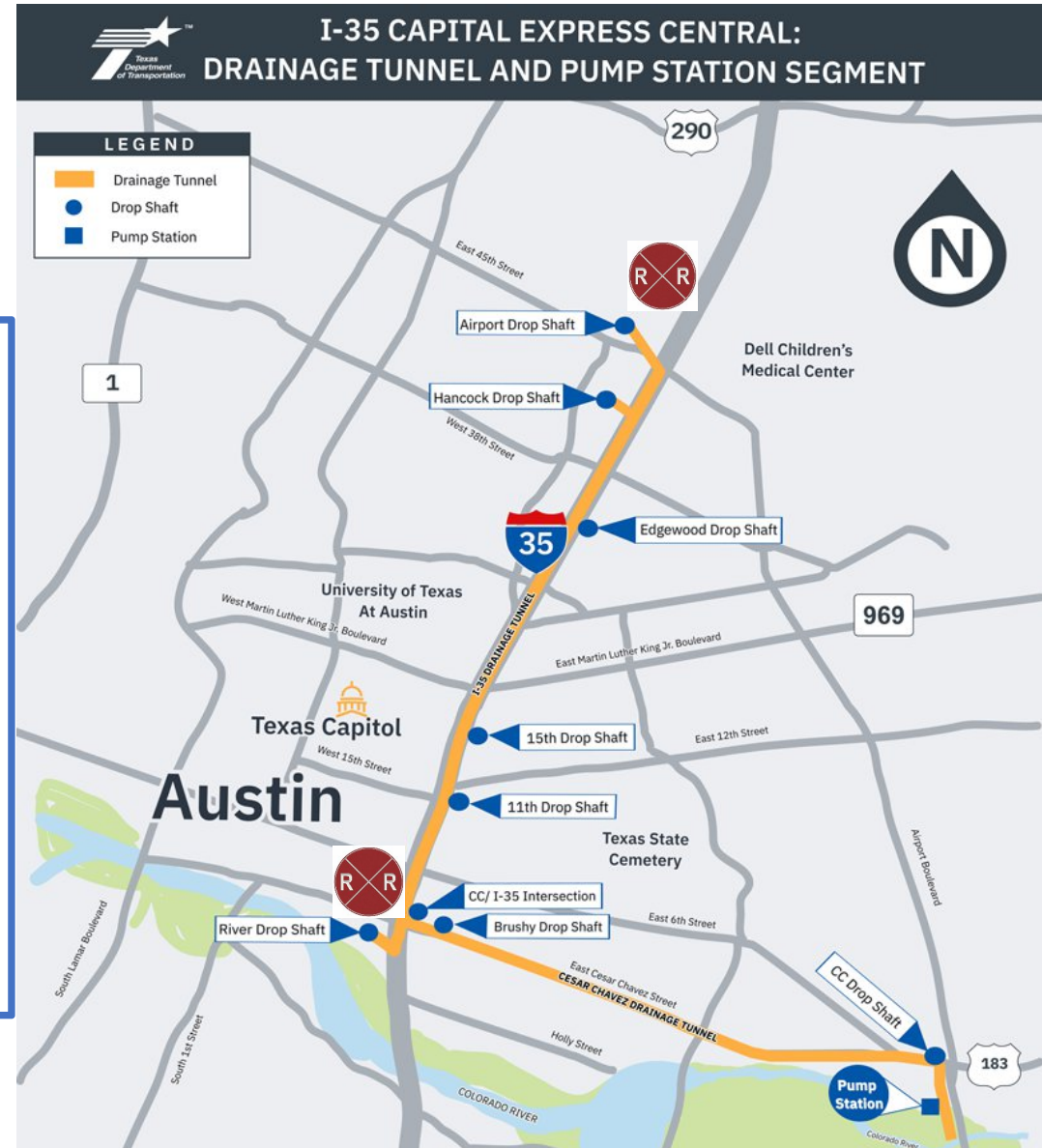
License to Use Rail Right-of-Way

November 5, 2025

CapMetro Board Action

I-35 Capital Express Central Drainage Tunnel

- 22' Diameter Drainage Tunnel
- ~ 65' Below Surface
- Crosses below Red Line R.O.W.
 - 4th Street @ I-35
 - Airport Blvd. @ I-35
- Perpetual Agreement
- Vibration monitoring during construction to ensure no rail impact



CapMetro

Thank you!

LICENSE TO USE
RAIL RIGHT OF WAY
(Government Entity)

This License Agreement (“Agreement”), is made by and between Capital Metropolitan Transportation Authority (“Licensor”), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. 5th Street, Austin, Texas 78702 and State of Texas, acting through the Texas Department of Transportation, (“Licensee”), whose address is 125 E 11th Street, Austin, Tx 78701 (each a “Party”, and collectively, the “Parties”).

I. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

A. Premises

Licensor purchased from the City of Austin approximately 162 miles of railroad right-of-way including the track, track support structures, and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas by Deed dated May 20, 1998 recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas, as more particularly described therein (“Deed”). The track, track support structures and the real property are collectively referred to herein as the “Giddings-Llano Line”.

B. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Austin, Travis County, Texas, located approximately 56-feet southwest of the centerline of the northbound IH-35 service road, at Latitude 30°15'50.15"N, Longitude 97°44'5.86"W and Mile Post 55.48 (“Licensed Property”).
2. Licensee is permitted to install and maintain one precast concrete drainage tunnel, being 22-feet in diameter, buried 67-feet below base of Licensor’s railroad right-of-way (“Facility”).
3. Licensee shall use the Licensed Property solely for installing, operating, and maintaining the Facility in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose.
4. Licensee shall install the Facility within the Licensed Property, at its sole expense, in a manner and at such times which are satisfactory to Licensor. Licensee agrees that the Facility will be designed and constructed in accordance with the submitted plans and profile more fully described in the attached and incorporated herein as **Exhibit “A”**. Licensee shall not locate any new ground facilities or subterranean facilities within the Licensed Property other than what is shown on Exhibit A. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.
5. With respect to the Facility, Licensee shall not perform any installation or other work on the Giddings-Llano Line or the property of Licensor without: (i) submitting the required applications,

(ii) paying the application fee described in Subsection D.1 below, (iii) obtaining a permit issued by Licensor to commence construction of the Facility, and (iv) where necessary, pay to have present at the time of construction, Licensor personnel or contractors designated by Licensor to oversee the construction activities (“RWIC”) at the rates set at the time of construction.

6. All improvements contemplated under this Agreement shall be at Licensee's sole expense and Licensee shall maintain the Licensed Property and the Facility in a good and safe condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.
7. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by Licensor to adequately mark the location of Licensee's use of the property of Licensor.
8. In the event Licensee fails to install or maintain the Facility, including all required signage, in a good and safe condition, Licensor reserves the right to perform the required work at Licensee's expense.
9. Licensee shall obtain and maintain all of the certificates, permits and other approvals, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality (collectively, the “Governmental Approvals”) which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Facility on the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.
10. If an emergency situation arises during construction or any maintenance of the Facility, Licensee shall immediately notify Licensor's Railroad Department by telephone at (512) 997-0010, and then proceed to take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

C. This Agreement is subject and subordinate to:

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;
2. The authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;
3. The regulations and directives of the Federal Railroad Administration;
4. Any rail freight services contract, rail freight operations, and passenger rail operations; and
5. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line, including the prior rights of the City of Austin set forth in the Deed.

Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

D. Term and License Fees

1. Upon execution by the Parties, this Agreement will be in effect and continue thereafter for so long as the Licensor Premises shall be used for the purposes set forth herein; provided, however, if the State shall abandon the use of the Licensor Premises, or any part thereof, for such purposes, this License and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon Licensor shall have the same complete title to the Licensor Premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom the State, their successors, and assigns.

Upon execution by the Parties, a license processing fee of \$750 and no/100 Dollars is due within 30 days of execution.

2. Payment shall be made at the address on Page 1 to the attention of: Accounts Receivable. All moneys due and payable to Licensor under this Agreement that are not received by Licensor on or before thirty (30) days after the date the invoice was received, are subject to penalties in accordance with the Prompt Payment Act.
3. This Agreement may be terminated by Licensor at any time upon the occurrence of any of the following events, in its sole and absolute discretion:
 - a. The location, installation, and operation of the Facility is not commenced within thirty (30) months from the Effective Date of this Agreement;
 - b. The Facility is abandoned by Licensee within one hundred twenty (120) days of notification of abandonment by Licensee;
 - c. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee and the applicable cure period as provided in Paragraph H. Default;
4. This Agreement may be terminated by Licensee upon ninety (90) days' prior written notice from Licensee to Licensor.
5. Licensee and Licensor agree that Licensee's use of the Licensed Property as contemplated in this Agreement interferes with the right of Licensor to use the Licensed Property for its intended purpose including, without limitation, by imposing additional expenses and administrative, technical and safety burdens on Licensor. Licensee agrees that the License Fees, application fees, permitting fees, RWIC charges, administrative fees, and any other charges payable under this Agreement are intended to compensate Licensor for such additional expenses and administrative, technical and safety burdens on Licensor.

E. Removal of All Licensee Improvements

Upon termination of the rights hereby granted, Licensee agrees, upon receipt of a written request from Licensor, to remove the Facility, to restore the Licensed Property to the same state and condition in which it existed prior to location and installation of the Facility, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Facility and restore the Licensed Property, such removal and restoration may be performed by Licensor at the expense of Licensee, and Licensee

agrees to make full restitution and reimbursement to Licensor for such actual and reasonable sums in accordance with the Prompt Payment Act.

F. Licensee Responsibilities

1. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line, the Licensed Property, or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensor shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all actual and reasonable costs, damages and attorney's fees, including amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against Licensor, upon demand with interest at the maximum rate allowed by law from demand until payment.
2. No Hazardous Materials shall be kept, stored, used or discharged on the Licensed Property. Licensee shall comply strictly with all applicable Federal, State and local laws, ordinances, rules and regulations regarding Hazardous Materials, and shall indemnify, defend and hold Licensor harmless from and against any and all liability arising from Licensee's use, storage or discharge of Hazardous Materials on the Licensed Property. For purposes of this Agreement, "Hazardous Materials", mean any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any applicable federal or state law, as "hazardous substance," "hazardous waste," "acutely hazardous," extremely hazardous," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended). The provisions of this paragraph shall survive termination of this Agreement.
3. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

G. Insurance and Waiver of Subrogation

1. For construction work, the Licensor shall require Licensor's contractor to provide the insurance coverages as contained in Licensee's Permit to Be On Railroad Right-of-Way ("Permit") and Railroad Worker-in-Charge Request form ("RWIC Form") (both attached as Exhibit B of this Agreement). Licensor's contractor shall be required to execute the RWIC Form before commencing any work on Licensee's Premises.
2. For future maintenance work, Licensor's contractors shall provide the then-current Texas insurance coverages as required by the Permit and be required to execute the then-current Permit and RWIC Form before commencing any work on Licensee's Premises.
3. Licensor is self-insured for any Work performed by its employees.

H. Default

If Licensee defaults in the payment of the License Fees or any other amounts payable under this Agreement and the default continues for ten (10) days after Licensor's written notice specifying the default, or if Licensee defaults in the performance of any other covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default, Licensor shall have any right or remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement; provided however, if the default stated in such notice cannot be remedied within the applicable cure period, the cure period shall be extended so long as Licensee is diligently pursuing corrective action.

I. Responsibility for Liability

To the extent allowed by Texas law, the Parties agree that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

J. Right to Eject

Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

K. Force Majeure

Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination.

II. Miscellaneous

A. No Warranty and Assumption of Risk

LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED

PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY “AS-IS” WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE’S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

B. Obligation to Report

If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

C. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

D. Governmental Entity

Each Party is a governmental entity and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

E. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in the County where the Licensed Property is located.

F. Compliance with Laws

Licensee agrees not to use the Licensed Property for any unlawful purpose. If any amendment becomes necessary to incorporate any modifications required for Licensor's compliance with all applicable state and federal laws, regulations, requirements and guidelines, such amendment will be made pursuant to Paragraph P.

G. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

H. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

I. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

J. Recording

Licensee shall not record this Agreement.

K. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

L. Right of Entry

At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

M. Dates of Performance

In the event that the date for performance by either party of any obligation under this Agreement required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

N. Exhibits

This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Plans)
2. Exhibit "B" (Licensee's Permit to Be On Railroad Right-of-Way and Railroad Worker-in-Charge Request form))

O. Entire Agreement

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

P. Modification

This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

Q. Notice

All notices required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified and sent to the address set forth below. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. An address may be changed by written notice to the other party.

If to the Licensee: Texas Department of Transportation
Rail Division
125 E. 11th Street
Austin, Texas 70701

If to the Licensor: Capital Metropolitan Transportation Authority
624 N. Pleasant Valley Road
Austin, Texas 78702
Attn: Director of Real Estate and R-O-W

With copy to: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702
Attn: Chief Counsel

R. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

S. Time is of the Essence

Time is of the essence in this Agreement.

T. Signature

A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase “facsimile signature” includes without limitation, an image of an original signature in whatever means or form.

U. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

V. No Assignment or Subletting

Except as expressly set forth herein, Licensee may not assign or otherwise transfer this Agreement, whether by operation of law or otherwise, and may not sublet (or underlet), or permit, or suffer the Licensed Property, in whole or in part, to be used or occupied by any party other than Licensee and Licensee’s agents without Licensor’s prior written consent, which may be withheld in Licensor’s sole discretion. Any attempted assignment or subletting without Licensor’s consent is void ab initio.

W. Interpretation

Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation”. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

X. Survival

Termination of this Agreement shall not relieve Licensee’s liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

Y. Remedies

All rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Licensor, whether provided by law, equity, statute or otherwise. The election of any one or more remedies the Licensor will not constitute a waiver of the right to pursue other available remedies.

III. Federal Notices

A. Non Discrimination

Licensee shall not discriminate or permit discrimination against any person or organization because of race, color, age, religion, sex or national origin or for any other reason prohibited by law.

B. Compliance with Environmental Standards

Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

IV. Signatories

A. Effect Date of Execution

The Agreement will be executed and effective as of the date of the last party to sign (the “Effective Date”).

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

**Capital Metropolitan
Transportation Authority**

(Licensee's Name Here in Bold)

By: _____

By: _____

Ken Cartwright
Vice President
Facility Management & Capital Construction

Printed Name: _____

Title: _____

Date: _____

Date: _____

Concur for State to sign

Exhibit “A”
PLANS

SAMPLE

Exhibit “B”

CAPITAL METRO INSURANCE REQUIREMENTS

Licensee shall require its contractor, at no cost to Licensor, to procure the insurance set forth below. The insurance shall be kept in full force during the installation of the Facility and during any future maintenance of the Facility by a contractor.

The contractor's insurance shall be: primary and non-contributory with respect to any insurance which might be carried by the contractor and contain a contractual waiver of subrogation.

The contractor shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

The contractor shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

Coverages shall be listed on front of the certificate, and listing the contractor as certificate holder and Licensor as an additional insured.

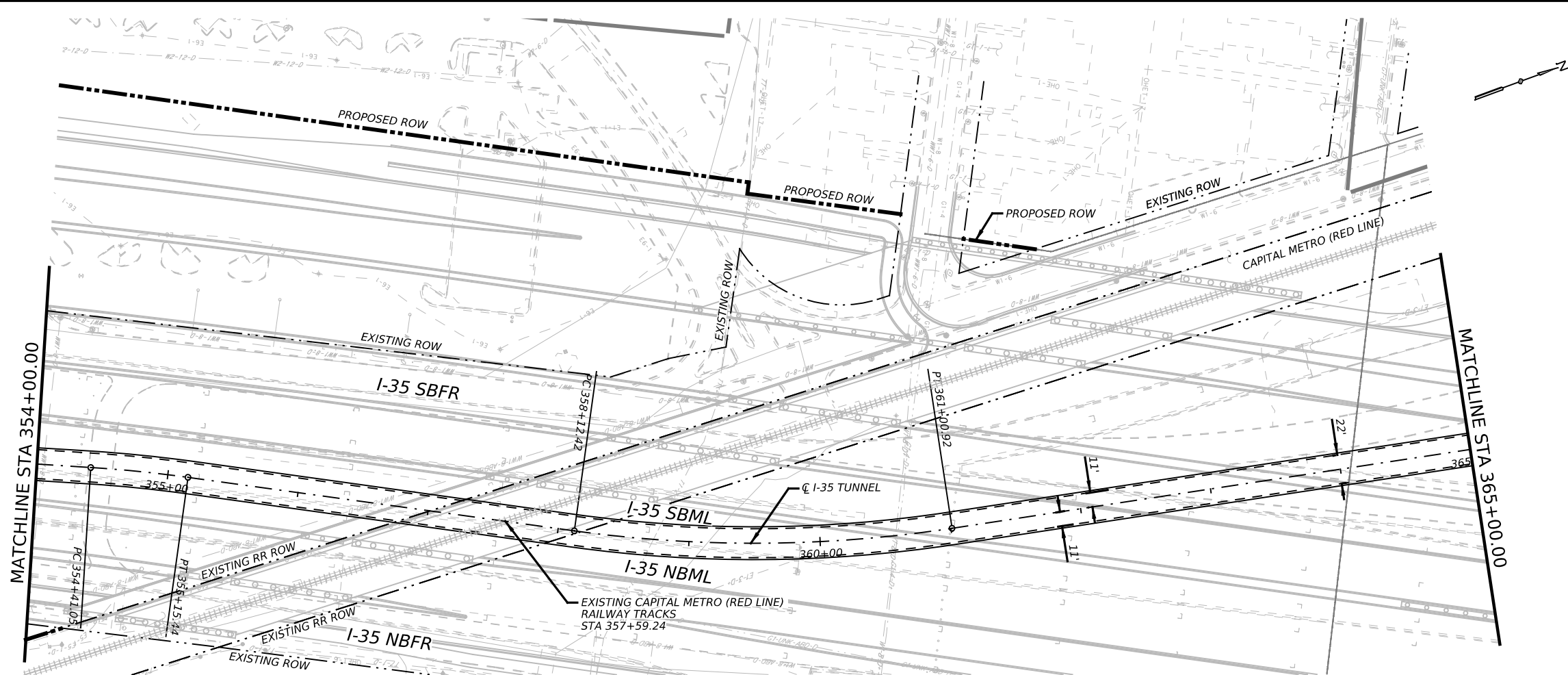
1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence and a combined Aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:
 - Premises/operations
 - Independent contractors
 - Personal Injury
 - Contractual Liability pertaining to the liabilities assumed in the agreement
 - Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars and No/100 Dollars (\$2,000,000).
3. Workers' Compensation with Statutory limits
4. Employer Liability Insurance with minimum limits of \$1,000,000

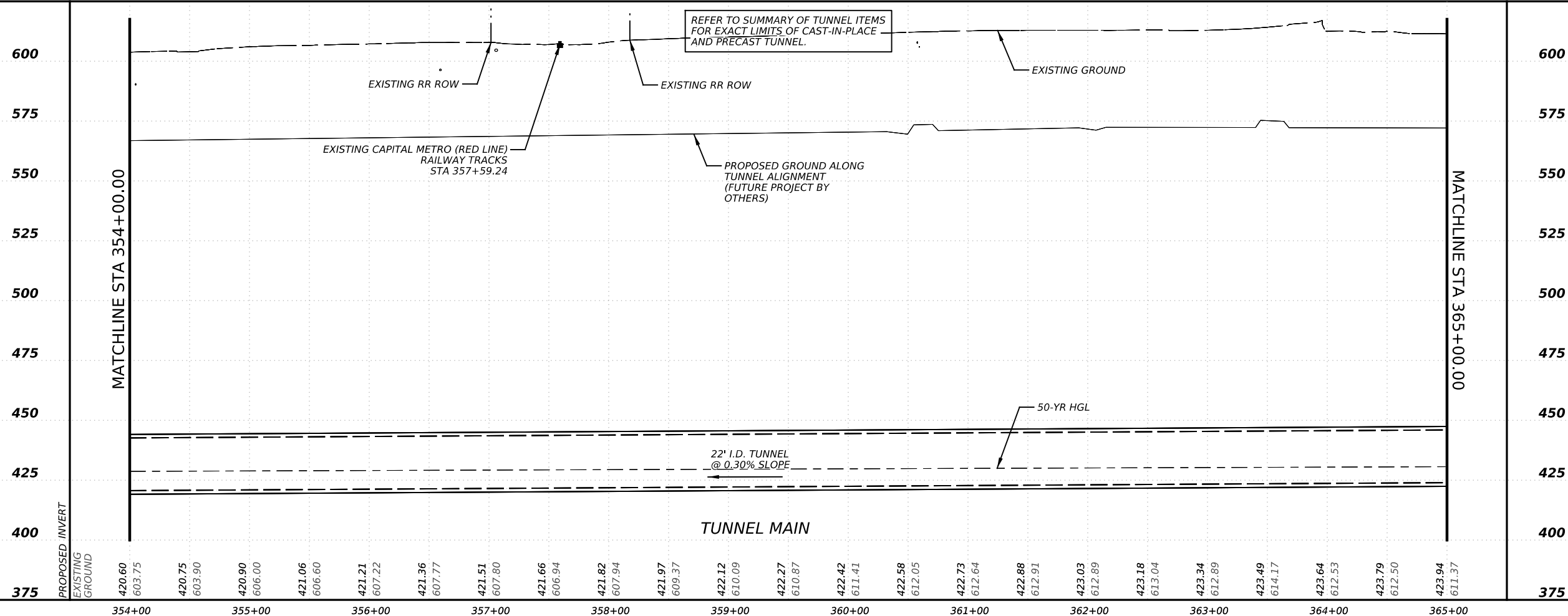
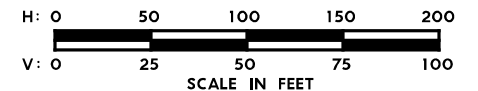
Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by the contractor shall provide (i) that Licensor is named as an additional insured (except for workers' compensation insurance), (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.



- LEGEND
- PROPOSED TUNNEL
 - EXIST ROW
 - PROPOSED ROW
 - PROPOSED EDGE OF PAVEMENT
 - CONSTRUCTION PERIMETER FENCE WITH SCREEN
 - LOC LIMITS OF CONSTRUCTION

- NOTES:
- REFER TO BORING LOGS, GEOLOGIC PROFILE, GEOTECHNICAL BASELINE REPORT, AND GEOTECHNICAL DATA REPORT FOR ADDITIONAL INFORMATION REGARDING EXISTING SUBSURFACE CONDITIONS.
 - ALL STATIONS, CURVE DATA AND LENGTHS ARE ALONG THE TUNNEL CENTERLINE. SEE "HORIZONTAL ALIGNMENT DATA" SHEETS FOR HORIZONTAL ALIGNMENT INFORMATION.
 - CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION OF STORM DRAINS.
 - CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE THROUGHOUT THE PROJECT.
 - SEE STRUCTURAL DRAWINGS FOR PIPE, OUTFALL AND DROP SHAFT/ADITS STRUCTURE DETAILS.
 - NO STOCKPILING IN FEMA DESIGNATED FLOODPLAIN.
 - ADIT CONNECTION IN THE PROFILE VIEW ARE FOR GRAPHICAL PURPOSES ONLY. REFER TO ADIT P&P SHEETS FOR ADDITIONAL DETAILS.
 - REFER TO HYDROLOGIC AND HYDRAULIC DATA SHEETS FOR ADDITIONAL HYDRAULIC INFORMATION.
 - PARCEL ID IDENTIFIED IN THE PLANS ARE REQUIRED FOR THE TUNNEL CONSTRUCTION.



NO.	DATE	REVISION	APPR BY
 Brandon E. Hylbrich 08/23/2024			
 HDR Engineering, Inc. Firm Registration No. F-754 710 Hester Crossing, Suite 150 Round Rock, Texas 78681			
 CAPITAL AREA			
 CAPITAL EXPRESS CENTRAL DRAINAGE TUNNELS I-35 TUNNEL PLAN AND PROFILE STA 354+00 TO STA 365+00			
SCALE: 1"=100'-H 1"=50'-V			
SHEET 16 OF 17			
CONT	SECT	JOB	HIGHWAY
0015	13	433, ETC.	IH 35
DIST	COUNTY	SHEET NO.	
AUS	TRAVIS	264	

LICENSE TO USE
RAIL RIGHT OF WAY
(Government Entity)

This License Agreement (“Agreement”), is made by and between Capital Metropolitan Transportation Authority (“Licensor”), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. 5th Street, Austin, Texas 78702 and State of Texas, acting through the Texas Department of Transportation, (“Licensee”), whose address is 125 E 11th Street, Austin, Tx 78701 (each a “Party”, and collectively, the “Parties”).

I. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

A. Premises

Licensor purchased from the City of Austin approximately 162 miles of railroad right-of-way including the track, track support structures, and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas by Deed dated May 20, 1998 recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas, as more particularly described therein (“Deed”). The track, track support structures and the real property are collectively referred to herein as the “Giddings-Llano Line”.

B. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Austin, Travis County, Texas, located approximately 56-feet southwest of the centerline of the northbound IH-35 service road, at Latitude 30°15'50.15"N, Longitude 97°44'5.86"W and Mile Post 55.48 (“Licensed Property”).
2. Licensee is permitted to install and maintain one precast concrete drainage tunnel, being 22-feet in diameter, buried 67-feet below base of Licensor’s railroad right-of-way (“Facility”).
3. Licensee shall use the Licensed Property solely for installing, operating, and maintaining the Facility in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose.
4. Licensee shall install the Facility within the Licensed Property, at its sole expense, in a manner and at such times which are satisfactory to Licensor. Licensee agrees that the Facility will be designed and constructed in accordance with the submitted plans and profile more fully described in the attached and incorporated herein as **Exhibit “A”**. Licensee shall not locate any new ground facilities or subterranean facilities within the Licensed Property other than what is shown on Exhibit A. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.
5. With respect to the Facility, Licensee shall not perform any installation or other work on the Giddings-Llano Line or the property of Licensor without: (i) submitting the required applications,

(ii) paying the application fee described in Subsection D.1 below, (iii) obtaining a permit issued by Licensor to commence construction of the Facility, and (iv) where necessary, pay to have present at the time of construction, Licensor personnel or contractors designated by Licensor to oversee the construction activities (“RWIC”) at the rates set at the time of construction.

6. All improvements contemplated under this Agreement shall be at Licensee's sole expense and Licensee shall maintain the Licensed Property and the Facility in a good and safe condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.
7. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by Licensor to adequately mark the location of Licensee's use of the property of Licensor.
8. In the event Licensee fails to install or maintain the Facility, including all required signage, in a good and safe condition, Licensor reserves the right to perform the required work at Licensee's expense.
9. Licensee shall obtain and maintain all of the certificates, permits and other approvals, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality (collectively, the “Governmental Approvals”) which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Facility on the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.
10. If an emergency situation arises during construction or any maintenance of the Facility, Licensee shall immediately notify Licensor's Railroad Department by telephone at (512) 997-0010, and then proceed to take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

C. This Agreement is subject and subordinate to:

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;
2. The authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;
3. The regulations and directives of the Federal Railroad Administration;
4. Any rail freight services contract, rail freight operations, and passenger rail operations; and
5. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line, including the prior rights of the City of Austin set forth in the Deed.

Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

D. Term and License Fees

1. Upon execution by the Parties, this Agreement will be in effect and continue thereafter for so long as the Licensor Premises shall be used for the purposes set forth herein; provided, however, if the State shall abandon the use of the Licensor Premises, or any part thereof, for such purposes, this License and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon Licensor shall have the same complete title to the Licensor Premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom the State, their successors, and assigns.

Upon execution by the Parties, a license processing fee of \$750 and no/100 Dollars is due within 30 days of execution.

2. Payment shall be made at the address on Page 1 to the attention of: Accounts Receivable. All moneys due and payable to Licensor under this Agreement that are not received by Licensor on or before thirty (30) days after the date the invoice was received, are subject to penalties in accordance with the Prompt Payment Act.
3. This Agreement may be terminated by Licensor at any time upon the occurrence of any of the following events, in its sole and absolute discretion:
 - a. The location, installation, and operation of the Facility is not commenced within thirty (30) months from the Effective Date of this Agreement;
 - b. The Facility is abandoned by Licensee within one hundred twenty (120) days of notification of abandonment by Licensee;
 - c. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee and the applicable cure period as provided in Paragraph H. Default;
4. This Agreement may be terminated by Licensee upon ninety (90) days' prior written notice from Licensee to Licensor.
5. Licensee and Licensor agree that Licensee's use of the Licensed Property as contemplated in this Agreement interferes with the right of Licensor to use the Licensed Property for its intended purpose including, without limitation, by imposing additional expenses and administrative, technical and safety burdens on Licensor. Licensee agrees that the License Fees, application fees, permitting fees, RWIC charges, administrative fees, and any other charges payable under this Agreement are intended to compensate Licensor for such additional expenses and administrative, technical and safety burdens on Licensor.

E. Removal of All Licensee Improvements

Upon termination of the rights hereby granted, Licensee agrees, upon receipt of a written request from Licensor, to remove the Facility, to restore the Licensed Property to the same state and condition in which it existed prior to location and installation of the Facility, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Facility and restore the Licensed Property, such removal and restoration may be performed by Licensor at the expense of Licensee, and Licensee

agrees to make full restitution and reimbursement to Licensor for such actual and reasonable sums in accordance with the Prompt Payment Act.

F. Licensee Responsibilities

1. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line, the Licensed Property, or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensor shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all actual and reasonable costs, damages and attorney's fees, including amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against Licensor, upon demand with interest at the maximum rate allowed by law from demand until payment.
2. No Hazardous Materials shall be kept, stored, used or discharged on the Licensed Property. Licensee shall comply strictly with all applicable Federal, State and local laws, ordinances, rules and regulations regarding Hazardous Materials, and shall indemnify, defend and hold Licensor harmless from and against any and all liability arising from Licensee's use, storage or discharge of Hazardous Materials on the Licensed Property. For purposes of this Agreement, "Hazardous Materials", mean any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any applicable federal or state law, as "hazardous substance," "hazardous waste," "acutely hazardous," extremely hazardous," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended). The provisions of this paragraph shall survive termination of this Agreement.
3. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

G. Insurance and Waiver of Subrogation

1. For construction work, the Licensor shall require Licensor's contractor to provide the insurance coverages as contained in Licensee's Permit to Be On Railroad Right-of-Way ("Permit") and Railroad Worker-in-Charge Request form ("RWIC Form") (both attached as Exhibit B of this Agreement). Licensor's contractor shall be required to execute the RWIC Form before commencing any work on Licensee's Premises.
2. For future maintenance work, Licensor's contractors shall provide the then-current Texas insurance coverages as required by the Permit and be required to execute the then-current Permit and RWIC Form before commencing any work on Licensee's Premises.
3. Licensor is self-insured for any Work performed by its employees.

H. Default

If Licensee defaults in the payment of the License Fees or any other amounts payable under this Agreement and the default continues for ten (10) days after Licensor's written notice specifying the default, or if Licensee defaults in the performance of any other covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default, Licensor shall have any right or remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement; provided however, if the default stated in such notice cannot be remedied within the applicable cure period, the cure period shall be extended so long as Licensee is diligently pursuing corrective action.

I. Responsibility for Liability

To the extent allowed by Texas law, the Parties agree that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

J. Right to Eject

Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

K. Force Majeure

Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination.

II. Miscellaneous

A. No Warranty and Assumption of Risk

LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED

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B. Obligation to Report

If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

C. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

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Each Party is a governmental entity and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

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This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in the County where the Licensed Property is located.

F. Compliance with Laws

Licensee agrees not to use the Licensed Property for any unlawful purpose. If any amendment becomes necessary to incorporate any modifications required for Licensor's compliance with all applicable state and federal laws, regulations, requirements and guidelines, such amendment will be made pursuant to Paragraph P.

G. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

H. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

I. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

J. Recording

Licensee shall not record this Agreement.

K. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

L. Right of Entry

At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

M. Dates of Performance

In the event that the date for performance by either party of any obligation under this Agreement required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

N. Exhibits

This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Plans)
2. Exhibit "B" (Licensee's Permit to Be On Railroad Right-of-Way and Railroad Worker-in-Charge Request form))

O. Entire Agreement

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

P. Modification

This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

Q. Notice

All notices required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified and sent to the address set forth below. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. An address may be changed by written notice to the other party.

If to the Licensee: Texas Department of Transportation
Rail Division
125 E. 11th Street
Austin, Texas 70701

If to the Licensor: Capital Metropolitan Transportation Authority
624 N. Pleasant Valley Road
Austin, Texas 78702
Attn: Director of Real Estate and R-O-W

With copy to: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702
Attn: Chief Counsel

R. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

S. Time is of the Essence

Time is of the essence in this Agreement.

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A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase “facsimile signature” includes without limitation, an image of an original signature in whatever means or form.

U. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

V. No Assignment or Subletting

Except as expressly set forth herein, Licensee may not assign or otherwise transfer this Agreement, whether by operation of law or otherwise, and may not sublet (or underlet), or permit, or suffer the Licensed Property, in whole or in part, to be used or occupied by any party other than Licensee and Licensee’s agents without Licensor’s prior written consent, which may be withheld in Licensor’s sole discretion. Any attempted assignment or subletting without Licensor’s consent is void ab initio.

W. Interpretation

Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation”. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

X. Survival

Termination of this Agreement shall not relieve Licensee’s liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

Y. Remedies

All rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Licensor, whether provided by law, equity, statute or otherwise. The election of any one or more remedies the Licensor will not constitute a waiver of the right to pursue other available remedies.

III. Federal Notices

A. Non Discrimination

Licensee shall not discriminate or permit discrimination against any person or organization because of race, color, age, religion, sex or national origin or for any other reason prohibited by law.

B. Compliance with Environmental Standards

Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

IV. Signatories

A. Effect Date of Execution

The Agreement will be executed and effective as of the date of the last party to sign (the “Effective Date”).

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

**Capital Metropolitan
Transportation Authority**

(Licensee's Name Here in Bold)

By: _____

Ken Cartwright
Vice President
Facility Management & Capital Construction

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Concur for State to sign

Exhibit “A”
PLANS

SAMPLE

Exhibit “B”

CAPITAL METRO INSURANCE REQUIREMENTS

Licensee shall require its contractor, at no cost to Licensor, to procure the insurance set forth below. The insurance shall be kept in full force during the installation of the Facility and during any future maintenance of the Facility by a contractor.

The contractor's insurance shall be: primary and non-contributory with respect to any insurance which might be carried by the contractor and contain a contractual waiver of subrogation.

The contractor shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

The contractor shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

Coverages shall be listed on front of the certificate, and listing the contractor as certificate holder and Licensor as an additional insured.

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence and a combined Aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:
 - Premises/operations
 - Independent contractors
 - Personal Injury
 - Contractual Liability pertaining to the liabilities assumed in the agreement
 - Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars and No/100 Dollars (\$2,000,000).
3. Workers' Compensation with Statutory limits
4. Employer Liability Insurance with minimum limits of \$1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by the contractor shall provide (i) that Licensor is named as an additional insured (except for workers' compensation insurance), (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.

LICENSE TO USE
RAIL RIGHT OF WAY
(Government Entity)

This License Agreement (“Agreement”), is made by and between Capital Metropolitan Transportation Authority (“Licensor”), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. 5th Street, Austin, Texas 78702 and State of Texas, acting through the Texas Department of Transportation, (“Licensee”), whose address is 125 E 11th Street, Austin, Tx 78701 (each a “Party”, and collectively, the “Parties”).

I. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

A. Premises

Licensor purchased from the City of Austin approximately 162 miles of railroad right-of-way including the track, track support structures, and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas by Deed dated May 20, 1998 recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas, as more particularly described therein (“Deed”). The track, track support structures and the real property are collectively referred to herein as the “Giddings-Llano Line”.

B. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Austin, Travis County, Texas, located approximately 56-feet southwest of the centerline of the northbound IH-35 service road, at Latitude 30°17'58.48"N, Longitude 97°42'59.87"W and Mile Post 59.810 (“Licensed Property”).
2. Licensee is permitted to install and maintain one precast concrete drainage tunnel, being 22-feet in diameter, buried 67-feet below base of Licensor’s railroad right-of-way (“Facility”).
3. Licensee shall use the Licensed Property solely for installing, operating, and maintaining the Facility in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose.
4. Licensee shall install the Facility within the Licensed Property, at its sole expense, in a manner and at such times which are satisfactory to Licensor. Licensee agrees that the Facility will be designed and constructed in accordance with the submitted plans and profile more fully described in the attached and incorporated herein as **Exhibit “A”**. Licensee shall not locate any new ground facilities or subterranean facilities within the Licensed Property other than what is shown on Exhibit A. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.
5. With respect to the Facility, Licensee shall not perform any installation or other work on the Giddings-Llano Line or the property of Licensor without: (i) submitting the required applications,

(ii) paying the application fee described in Subsection D.1 below, (iii) obtaining a permit issued by Licensor to commence construction of the Facility, and (iv) where necessary, pay to have present at the time of construction, Licensor personnel or contractors designated by Licensor to oversee the construction activities (“RWIC”) at the rates set at the time of construction.

6. All improvements contemplated under this Agreement shall be at Licensee's sole expense and Licensee shall maintain the Licensed Property and the Facility in a good and safe condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.
7. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by Licensor to adequately mark the location of Licensee's use of the property of Licensor.
8. In the event Licensee fails to install or maintain the Facility, including all required signage, in a good and safe condition, Licensor reserves the right to perform the required work at Licensee's expense.
9. Licensee shall obtain and maintain all of the certificates, permits and other approvals, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality (collectively, the “Governmental Approvals”) which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Facility on the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.
10. If an emergency situation arises during construction or any maintenance of the Facility, Licensee shall immediately notify Licensor's Railroad Department by telephone at (512) 997-0010, and then proceed to take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

C. This Agreement is subject and subordinate to:

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;
2. The authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;
3. The regulations and directives of the Federal Railroad Administration;
4. Any rail freight services contract, rail freight operations, and passenger rail operations; and
5. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line, including the prior rights of the City of Austin set forth in the Deed.

Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

D. Term and License Fees

1. Upon execution by the Parties, this Agreement will be in effect and continue thereafter for so long as the Licensor Premises shall be used for the purposes set forth herein; provided, however, if the State shall abandon the use of the Licensor Premises, or any part thereof, for such purposes, this License and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon Licensor shall have the same complete title to the Licensor Premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom the State, their successors, and assigns.

Upon execution by the Parties, a license processing fee of \$750 and no/100 Dollars is due within 30 days of execution.

2. Payment shall be made at the address on Page 1 to the attention of: Accounts Receivable. All moneys due and payable to Licensor under this Agreement that are not received by Licensor on or before thirty (30) days after the date the invoice was received, are subject to penalties in accordance with the Prompt Payment Act.
3. This Agreement may be terminated by Licensor at any time upon the occurrence of any of the following events, in its sole and absolute discretion:
 - a. The location, installation, and operation of the Facility is not commenced within thirty (30) months from the Effective Date of this Agreement;
 - b. The Facility is abandoned by Licensee within one hundred twenty (120) days of notification of abandonment by Licensee;
 - c. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee and the applicable cure period as provided in Paragraph H. Default;
4. This Agreement may be terminated by Licensee upon ninety (90) days' prior written notice from Licensee to Licensor.
5. Licensee and Licensor agree that Licensee's use of the Licensed Property as contemplated in this Agreement interferes with the right of Licensor to use the Licensed Property for its intended purpose including, without limitation, by imposing additional expenses and administrative, technical and safety burdens on Licensor. Licensee agrees that the License Fees, application fees, permitting fees, RWIC charges, administrative fees, and any other charges payable under this Agreement are intended to compensate Licensor for such additional expenses and administrative, technical and safety burdens on Licensor.

E. Removal of All Licensee Improvements

Upon termination of the rights hereby granted, Licensee agrees, upon receipt of a written request from Licensor, to remove the Facility, to restore the Licensed Property to the same state and condition in which it existed prior to location and installation of the Facility, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Facility and restore the Licensed Property, such removal and restoration may be performed by Licensor at the expense of Licensee, and Licensee

agrees to make full restitution and reimbursement to Licensor for such actual and reasonable sums in accordance with the Prompt Payment Act.

F. Licensee Responsibilities

1. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line, the Licensed Property, or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensor shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all actual and reasonable costs, damages and attorney's fees, including amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against Licensor, upon demand with interest at the maximum rate allowed by law from demand until payment.
2. No Hazardous Materials shall be kept, stored, used or discharged on the Licensed Property. Licensee shall comply strictly with all applicable Federal, State and local laws, ordinances, rules and regulations regarding Hazardous Materials, and shall indemnify, defend and hold Licensor harmless from and against any and all liability arising from Licensee's use, storage or discharge of Hazardous Materials on the Licensed Property. For purposes of this Agreement, "Hazardous Materials", mean any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any applicable federal or state law, as "hazardous substance," "hazardous waste," "acutely hazardous," extremely hazardous," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended). The provisions of this paragraph shall survive termination of this Agreement.
3. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

G. Insurance and Waiver of Subrogation

1. For construction work, the Licensor shall require Licensor's contractor to provide the insurance coverages as contained in Licensee's Permit to Be On Railroad Right-of-Way ("Permit") and Railroad Worker-in-Charge Request form ("RWIC Form") (both attached as Exhibit B of this Agreement). Licensor's contractor shall be required to execute the RWIC Form before commencing any work on Licensee's Premises.
2. For future maintenance work, Licensor's contractors shall provide the then-current Texas insurance coverages as required by the Permit and be required to execute the then-current Permit and RWIC Form before commencing any work on Licensee's Premises.
3. Licensor is self-insured for any Work performed by its employees.

H. Default

If Licensee defaults in the payment of the License Fees or any other amounts payable under this Agreement and the default continues for ten (10) days after Licensor's written notice specifying the default, or if Licensee defaults in the performance of any other covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default, Licensor shall have any right or remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement; provided however, if the default stated in such notice cannot be remedied within the applicable cure period, the cure period shall be extended so long as Licensee is diligently pursuing corrective action.

I. Responsibility for Liability

To the extent allowed by Texas law, the Parties agree that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

J. Right to Eject

Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

K. Force Majeure

Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination.

II. Miscellaneous

A. No Warranty and Assumption of Risk

LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED

PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY “AS-IS” WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE’S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

B. Obligation to Report

If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

C. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

D. Governmental Entity

Each Party is a governmental entity and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

E. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in the County where the Licensed Property is located.

F. Compliance with Laws

Licensee agrees not to use the Licensed Property for any unlawful purpose. If any amendment becomes necessary to incorporate any modifications required for Licensor's compliance with all applicable state and federal laws, regulations, requirements and guidelines, such amendment will be made pursuant to Paragraph P.

G. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

H. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

I. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

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Licensee shall not record this Agreement.

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In the event that the date for performance by either party of any obligation under this Agreement required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

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Attn: Director of Real Estate and R-O-W

With copy to: Capital Metropolitan Transportation Authority
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Time is of the essence in this Agreement.

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A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase “facsimile signature” includes without limitation, an image of an original signature in whatever means or form.

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This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

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Except as expressly set forth herein, Licensee may not assign or otherwise transfer this Agreement, whether by operation of law or otherwise, and may not sublet (or underlet), or permit, or suffer the Licensed Property, in whole or in part, to be used or occupied by any party other than Licensee and Licensee’s agents without Licensor’s prior written consent, which may be withheld in Licensor’s sole discretion. Any attempted assignment or subletting without Licensor’s consent is void ab initio.

W. Interpretation

Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation”. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

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A. Non Discrimination

Licensee shall not discriminate or permit discrimination against any person or organization because of race, color, age, religion, sex or national origin or for any other reason prohibited by law.

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Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

IV. Signatories

A. Effect Date of Execution

The Agreement will be executed and effective as of the date of the last party to sign (the “Effective Date”).

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

**Capital Metropolitan
Transportation Authority**

(Licensee's Name Here in Bold)

By: _____

Ken Cartwright
Vice President
Facility Management & Capital Construction

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Concur for State to sign

Exhibit “A”
PLANS

SAMPLE

Exhibit “B”

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Licensee shall require its contractor, at no cost to Licensor, to procure the insurance set forth below. The insurance shall be kept in full force during the installation of the Facility and during any future maintenance of the Facility by a contractor.

The contractor's insurance shall be: primary and non-contributory with respect to any insurance which might be carried by the contractor and contain a contractual waiver of subrogation.

The contractor shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

The contractor shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

Coverages shall be listed on front of the certificate, and listing the contractor as certificate holder and Licensor as an additional insured.

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence and a combined Aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:
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 - Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars and No/100 Dollars (\$2,000,000).
3. Workers' Compensation with Statutory limits
4. Employer Liability Insurance with minimum limits of \$1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by the contractor shall provide (i) that Licensor is named as an additional insured (except for workers' compensation insurance), (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.

Operations, Planning and Safety Committee **Item #:** AI-2025-1656

Agenda Date: 11/5/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with _____ to allow CapMetro to construct Phase 1 of the new Demand Response North Base project for on-site and off-site development of the facility located at 10805 Cameron Road, Austin, Texas 78754, in the amount of \$_____ plus 25% contingency, for a total not to exceed amount of \$_____.

FISCAL IMPACT:

Funding for this action is available in the FY2026 Capital Budget. Final SBE, Procurement and financial information to be provided in advance of the November 17, 2025 Board meeting.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---|---|
| ☒ 1. Customer | ☐ 2. Community |
| ☐ 3. Workforce | ☒ 4. Organizational Effectiveness |

EXPLANATION OF STRATEGIC ALIGNMENT: This agenda item aligns with a fiscally responsible and transparent use of funds in order to support the needs and growth of the agency. This project will provide new CapMetro infrastructure, the Demand Response North operations and maintenance facility, which supports regional growth in response to customer needs.

BUSINESS CASE: This construction contract will allow CapMetro to construct Phase 1 of the project which includes off-site utility improvements, roadway improvements, and traffic safety features, plus on-site site excavation and soils disposal. This work is generally focused on site preparation and site work which will prepare the site for the later Phase 2 work. Phase 2 construction contract for the remainder of the project will be presented to the Board as a future, separate recommendation. The funding for this work is included in the FY 2026 capital budget.

COMMITTEE RECOMMENDATION: This item was presented to the Operations, Planning & Safety Committee on November 5, 2025, for discussion, and sent to the full Board without a Committee recommendation.

EXECUTIVE SUMMARY: In 2021, CapMetro acquired a 25-acre undeveloped property at 10805 Cameron Road for a planned new Demand Response North facility. The project includes four buildings: Building 1 Administrative and Operations office building; Building 2 Maintenance and Repair building with vehicle repair

bays; Building 3 Service building for cleaning, vehicle wash, and fueling; and Building 4 Warehouse to centralize CapMetro warehouse space currently being leased. In addition, offsite improvements include Cameron Road improvements, traffic safety features, water main extension, and wastewater extension. This new facility will support growth and improved operations and maintenance functions to allow CapMetro to provide improved Demand Response services to the community.

This contract is for the Phase 1 work on the project which includes site work and off-site utilities. The Phase 2 project will include the remainder of the project improvements and will be presented to the Board in the coming months.

SBE PARTICIPATION: Final SBE, Procurement and financial information to be provided in advance of the November 17, 2025 Board meeting.

PROCUREMENT: Final SBE, Procurement and financial information to be provided in advance of the November 17, 2025 Board meeting.

RESPONSIBLE DEPARTMENT: Capital Construction, Engineering & Design (CCED)

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

STATE OF TEXAS

COUNTY OF TRAVIS

AI-2025-1656

WHEREAS, In 2021, CapMetro acquired a 25-acre undeveloped property at 10805 Cameron Road for a planned new Demand Response North facility for the operations and maintenance of transit vehicles to serve the Community; and

WHEREAS, this construction contract will allow CapMetro to construct Phase 1 of the project which includes off-site utility improvements, roadway improvements, and traffic safety features, plus on-site site excavation and soils disposal, associated with site development.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, to finalize and execute a contract with _____ to allow CapMetro to construct Phase 1 of the new Demand Response North Base project for on-site and off-site development of the facility located at 10805 Cameron Road, Austin, Texas 78754, in the amount of \$_____ plus 25% contingency for a total not to exceed amount of \$_____.

Date: _____

**Secretary of the Board
Becki Ross**



Demand Response North Facility Project Briefing

Phase 1 – Construction Contract Award

November 5, 2025

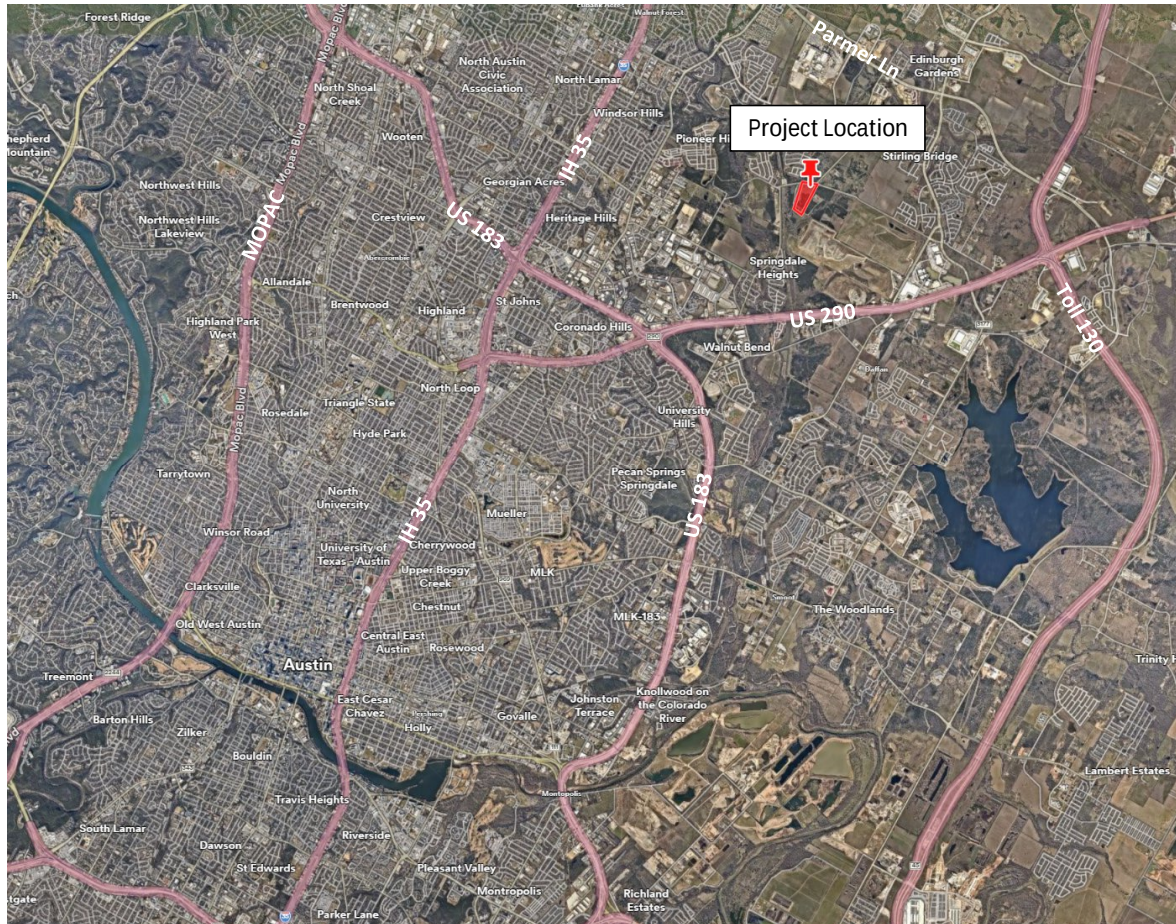
Demand Response – Growing service



CapMetro

2

Location: 10805 Cameron Road, Austin, TX 78754



Existing Site Conditions



Intersection of Cameron Rd.& Blue Goose Rd. (looking west)

Phase 1 Construction Scope

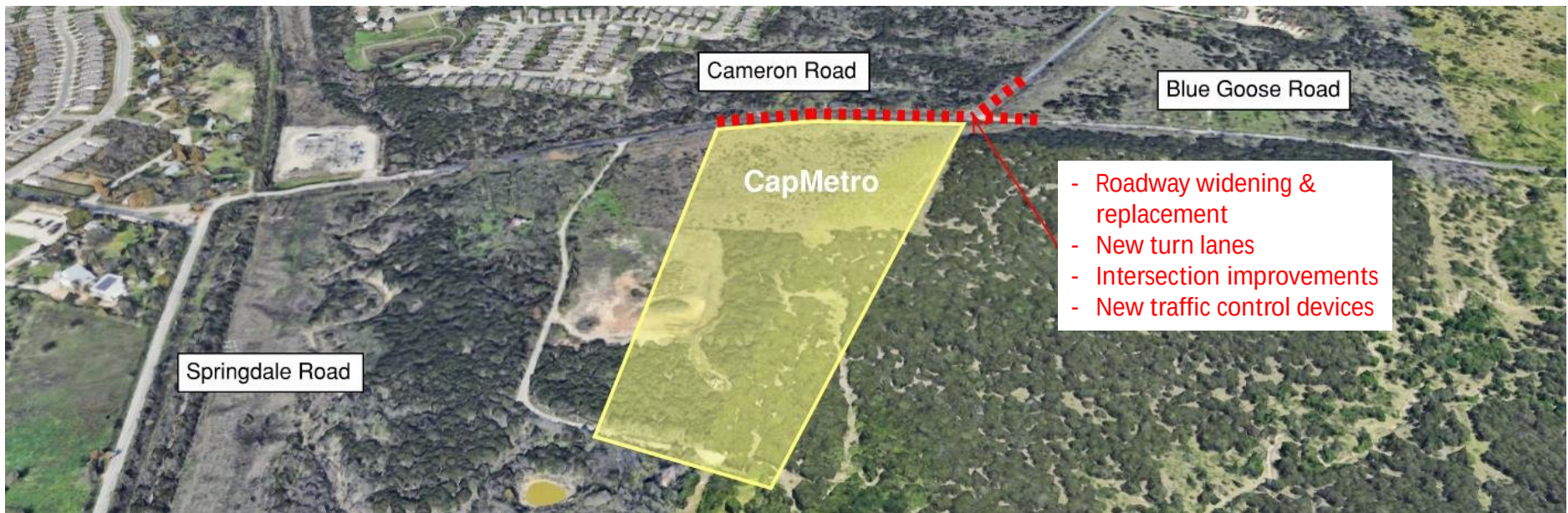
Phase 1:

- Excavation and removal of ~83,000 cubic yards of soil
- ~1,000 linear feet of roadway improvements
- ~800 linear feet of new offsite main water line
- ~1,725 linear feet of new offsite wastewater line
- Intersection improvements at Cameron and Blue Goose Roads
- New traffic control devices
- Drainage outfall structures

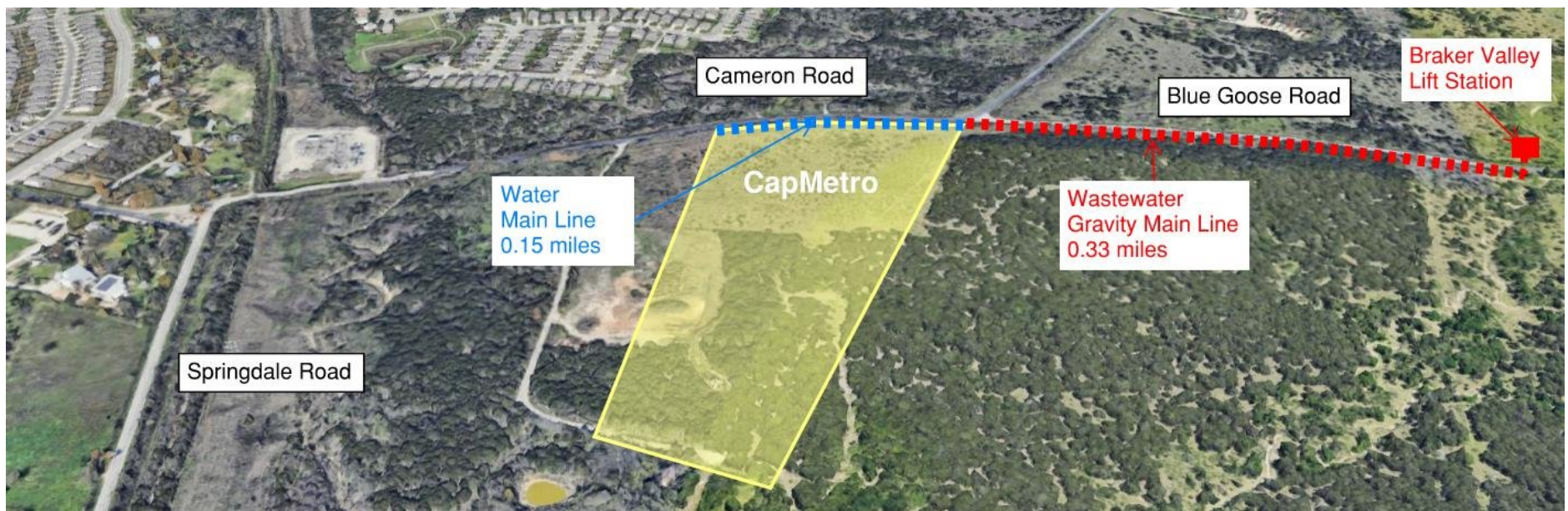
Phase 2: (future Board action)

- Remaining work to complete project:
 - Onsite grading, buildings, fencing, foundations, drainage ponds, parking areas, lighting, landscaping, etc.

Offsite Roadway Improvements



Offsite Utility Connections



Architectural Rendering of Completed Project



Bird's Eye View

Administration & Operations Building



Front Entry

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Finance, Audit and Administration Committee

Item #: AI-2025-1610

Agenda Date: 11/5/2025

FY2026 Long Range Financial Plan Update



Long-Range Financial Plan

Fiscal Years 2026 to 2035

Board Committee Meetings 11/5/25

Objectives

- Board approved long-range financial plan policy in 2022
- Align financial capacity with long-term service objectives
- Identify and analyze financial challenges to fiscal stability
- Develop comprehensive long-range forecast
- Evaluate ability to fund:
 - Current and expanded needs
 - Reserve requirements
 - Debt financing

Benefits of a Long-Range Plan Model



Builds a fiscally sound agency



Awareness of options, barriers and opportunities



Improves long-term financial sustainability

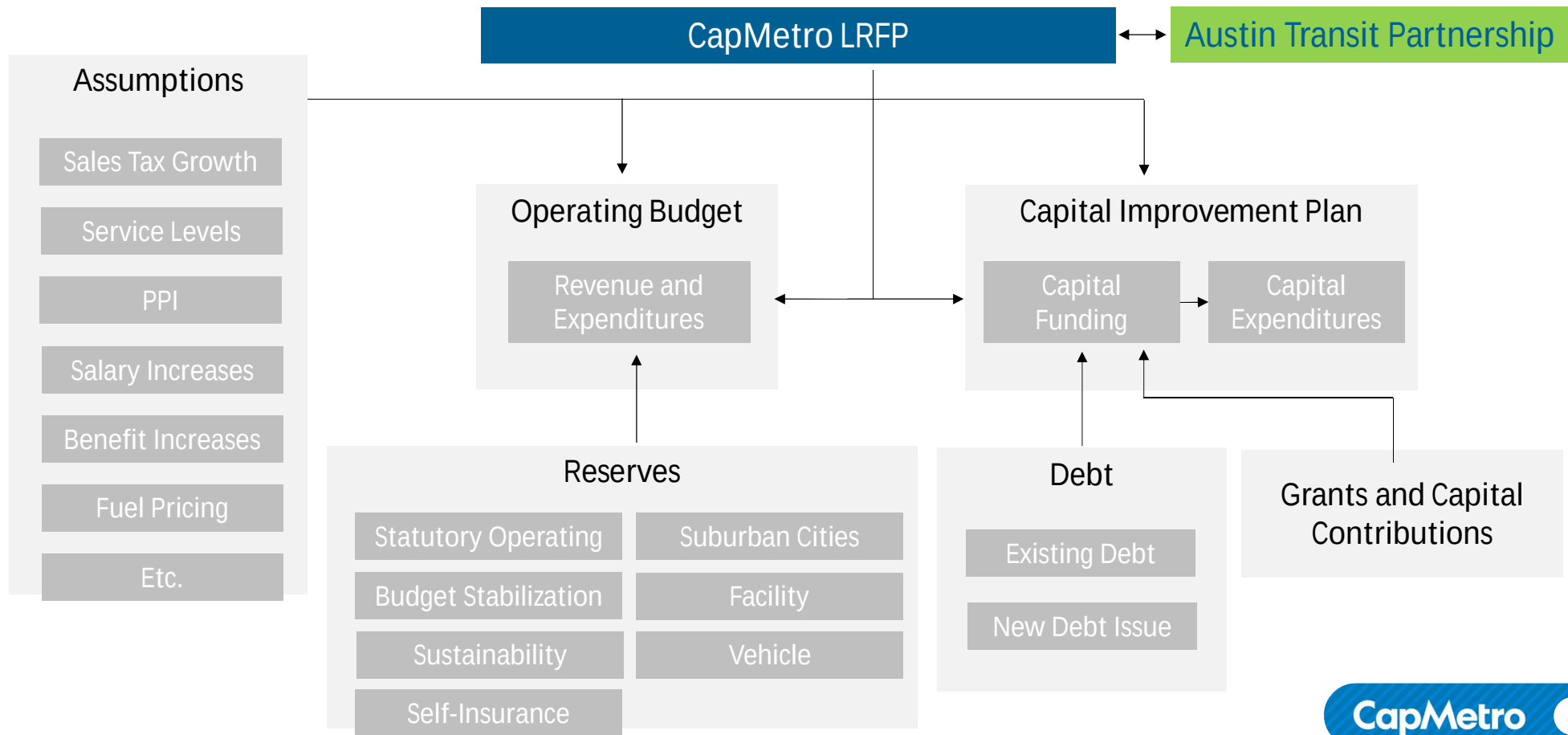


Balances competing demands



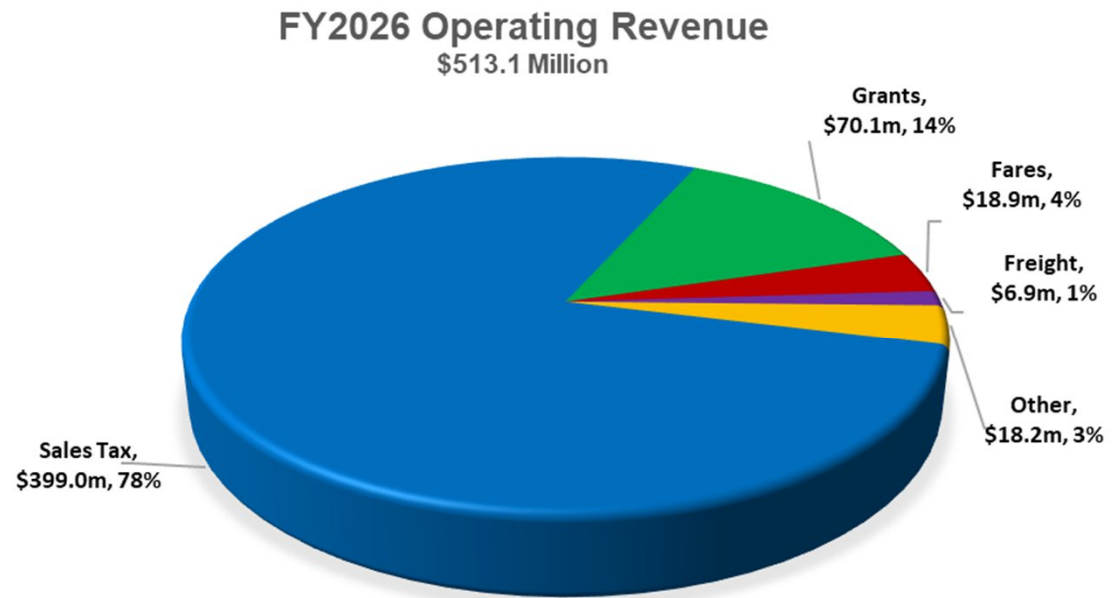
Assesses financial implications of decisions and priorities

Long-Range Financial Plan Model

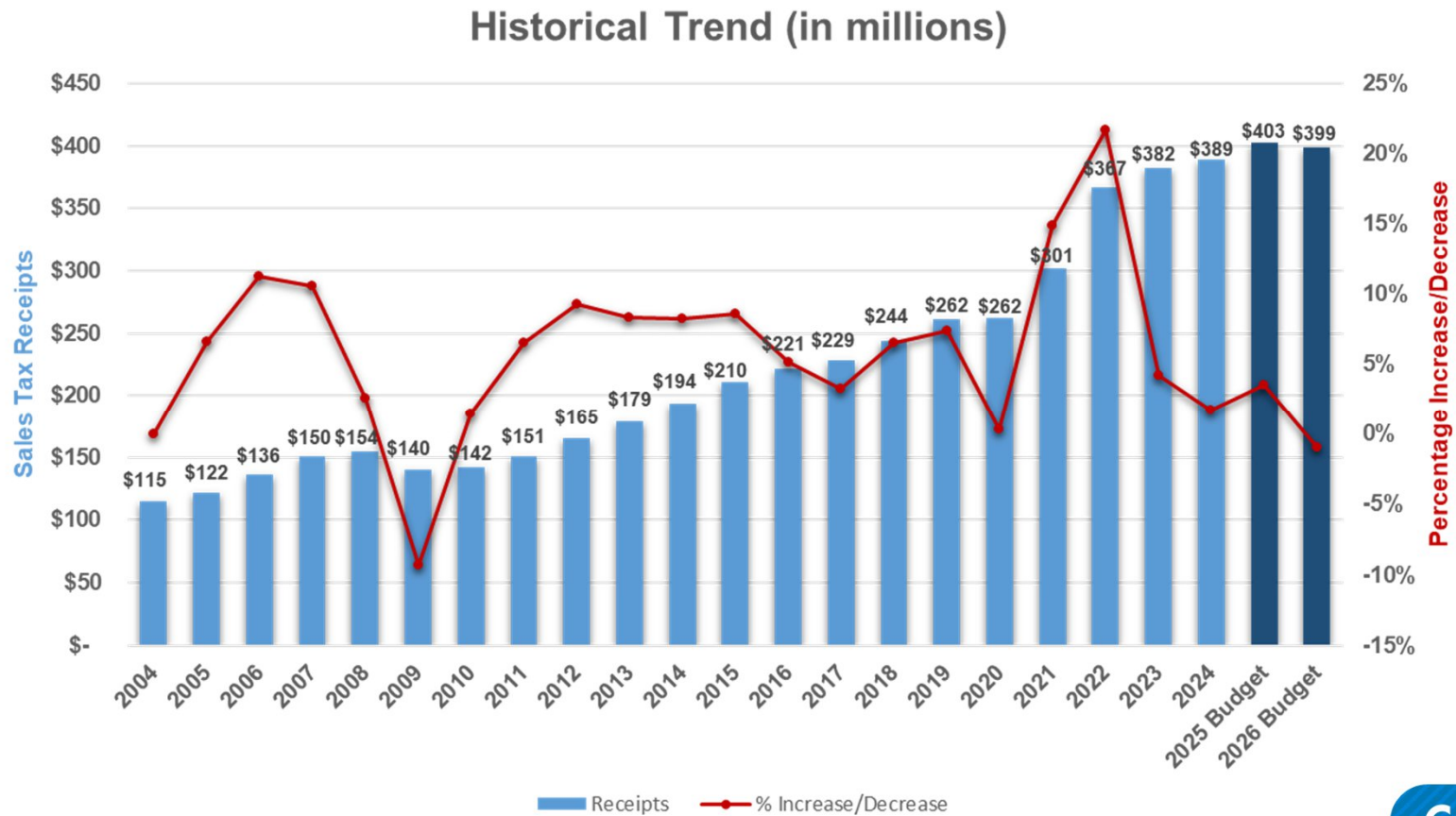


FY2026 Budgeted Operating Revenue

- Sales tax: 1% growth = \$4.0m
 - Sales tax = 78% of revenue
 - Grants and fare revenue - limited growth in the short term
- Long-term projections:
 - Sales tax growth of 3%
 - Total revenue growth of 2.8%
 - Total operating expense growth constrained to 2.8%

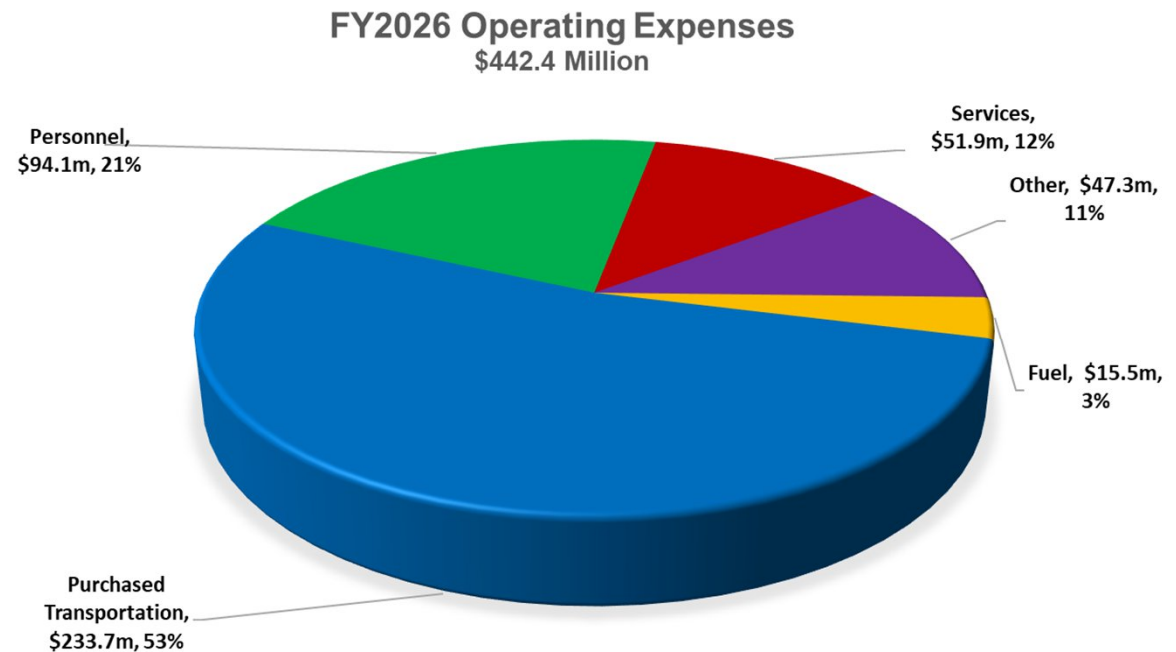


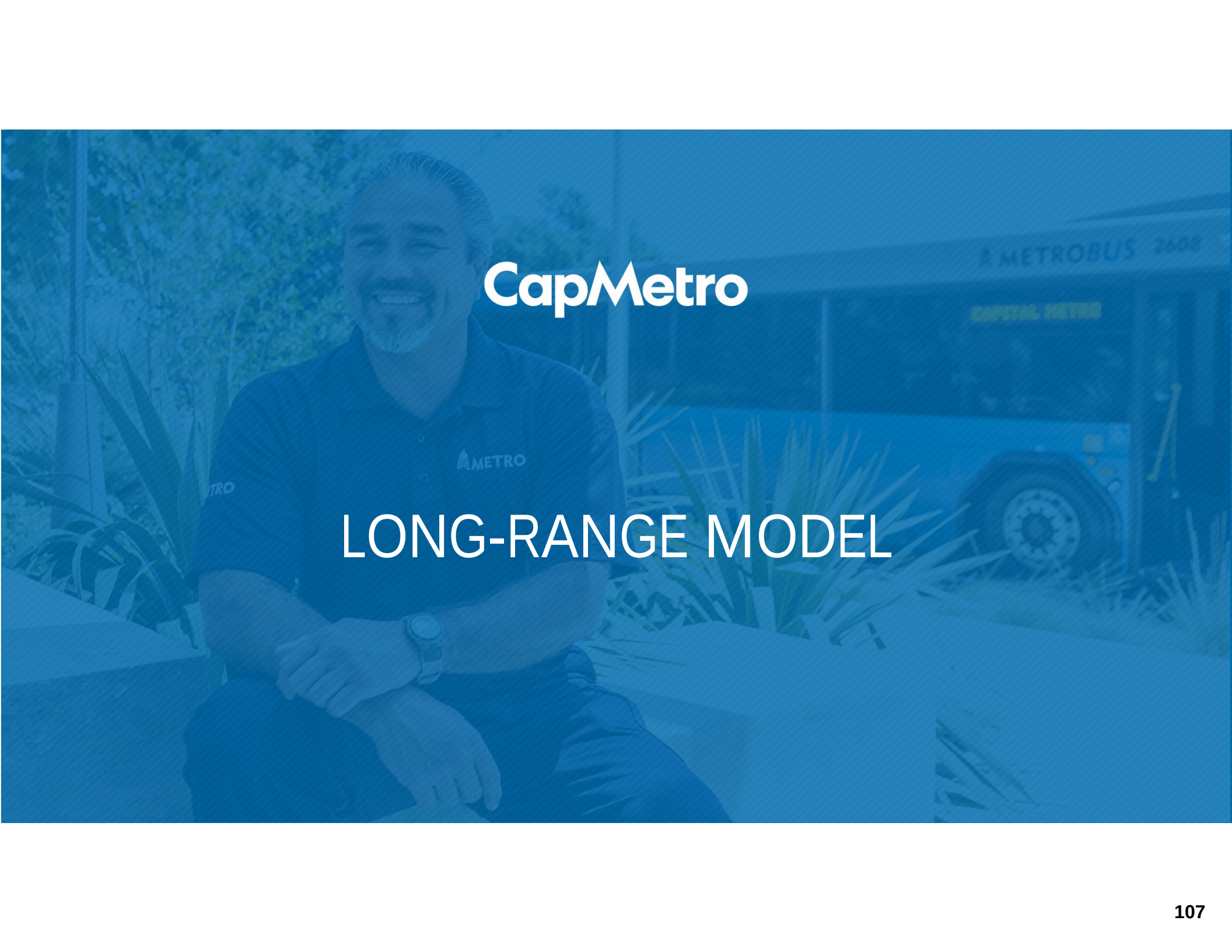
Sales Tax History



FY2026 Budgeted Operating Expenses

- Major expense categories:
 - Purchased transportation
Pass through + Fixed fee
 - Wages
FTE x Rate (increases)
 - Benefits
Health and pension increases
 - Services
Control spending



A man with a goatee and short hair, wearing a dark polo shirt with a 'CapMetro' logo, is sitting outdoors. Behind him is a white bus with 'A METROBUS 2608' and 'CAPITAL METRO' written on it. The entire image has a blue overlay.

CapMetro

LONG-RANGE MODEL

Long-Range Financial Plan Model Scenarios

FY2026 Budget & 5 Year CIP

Long-Range Financial Plan

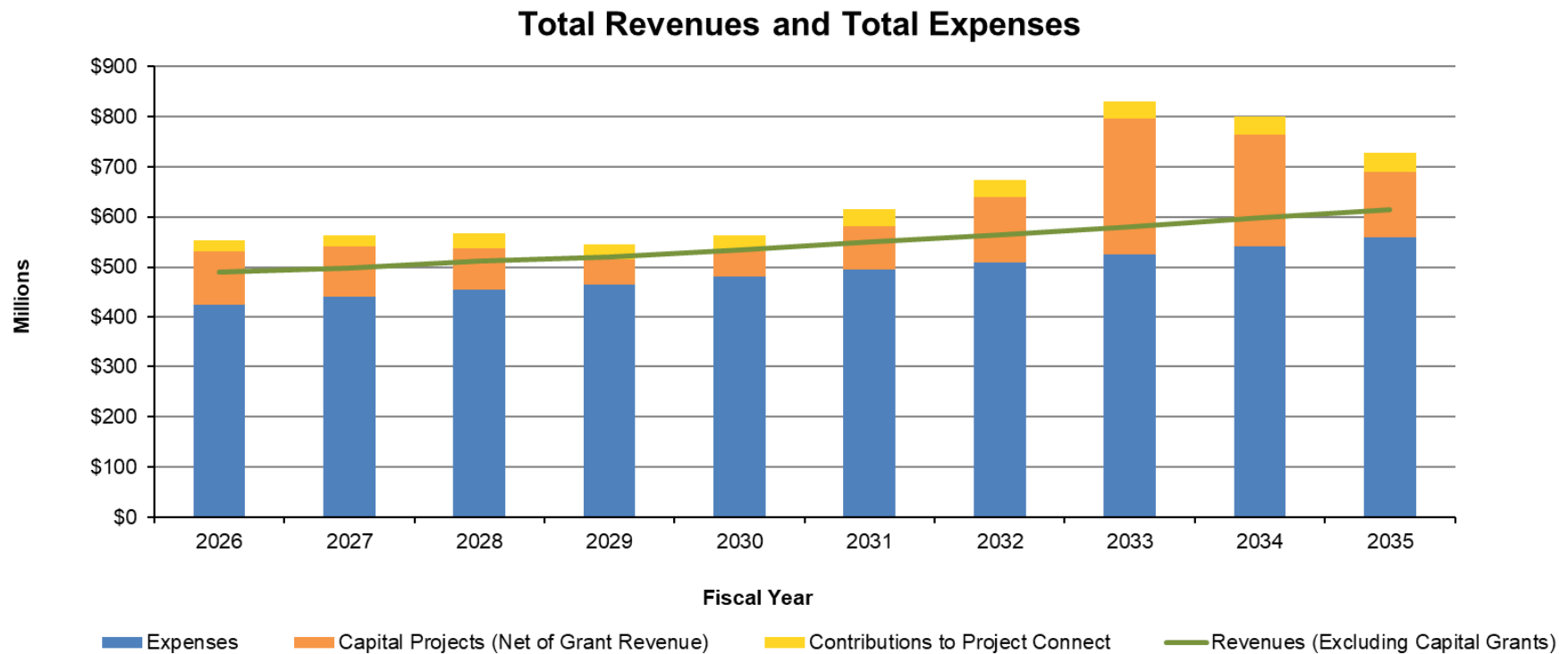
Scenario 1: Slower Sustained Sales Tax Growth

Long-Range Financial Plan Model Scenario

Assumptions	Years 1-5 FY26-30	Years 6-10 FY31-35
Revenues		
Fare growth	2%	2%
Sales tax growth	2% FY26-28, 3% FY29-30	3%
Operating grants	2%	2%
Expenses		
Service costs	3%	
Fuel rates	(5%) FY26, then 2%	
FTE growth	1%	
Wage growth	3%	
Other expenses	3%	

- 3% long-term sales tax growth
- 2% future fare growth
- Contracted rates and future assumptions
- FY2026 Operating Budget and 10-year CIP are baseline

Proposed Long-Range Financial Plan – 10 Years

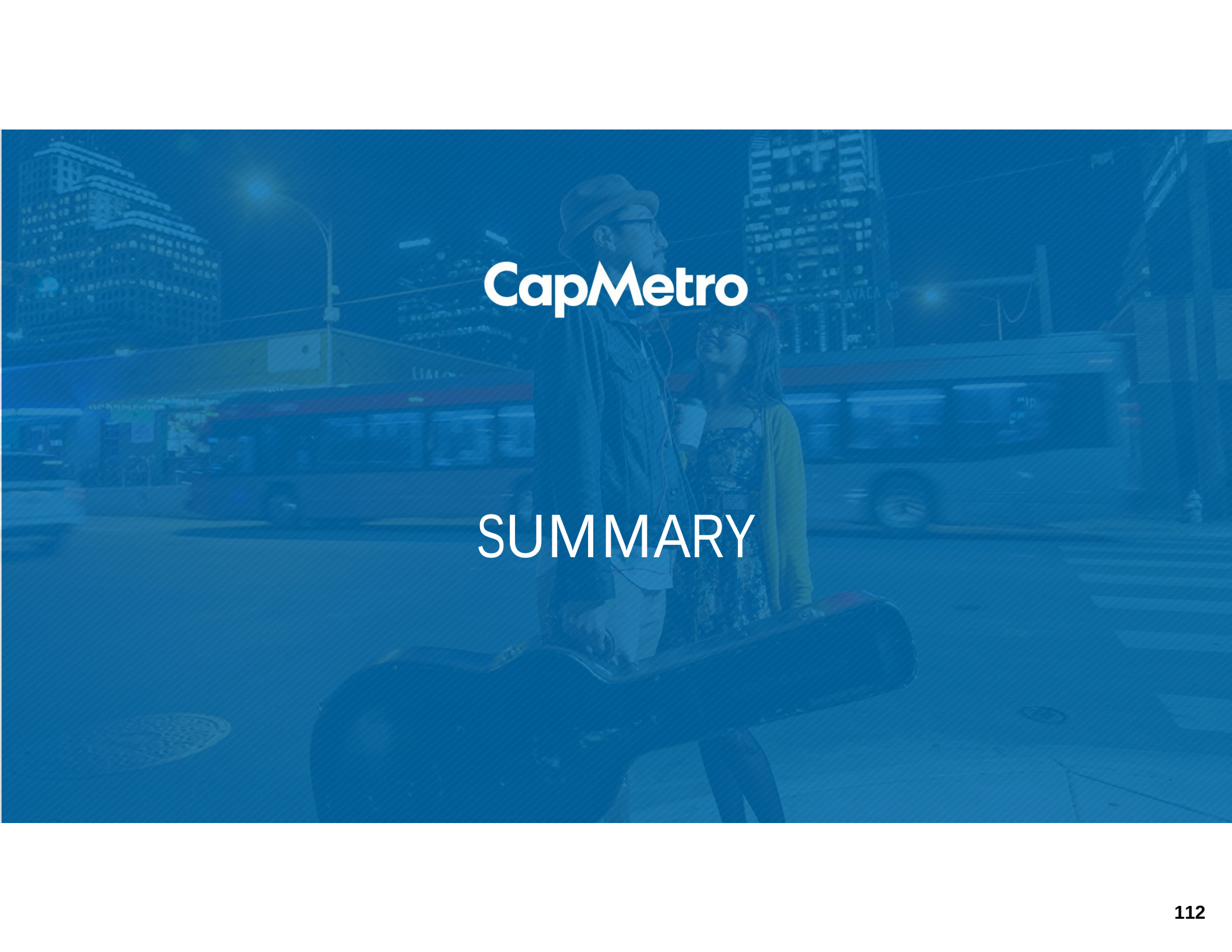


Long-Range Financial Plan - Financials

Dollars in Millions

	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035
Cash & Investments Beginning Balance	\$450	\$386	\$317	\$253	\$220	\$183	\$109	(8)	(\$267)	(\$479)
Revenues (Excluding Capital Grant Revenue)	491	493	503	512	526	541	556	572	588	604
Operating Expenses	(420)	(435)	(448)	(461)	(476)	(490)	(505)	(521)	(537)	(554)
Interlocal Agreements	(6)	(6)	(6)	(4)	(5)	(5)	(5)	(5)	(5)	(5)
Cash Flow available for CIP	65	52	49	47	46	46	46	46	46	45
Capital Projects	(155)	(128)	(102)	(62)	(58)	(226)	(156)	(318)	(364)	(246)
Capital Grant Revenue	49	28	19	13	8	139	27	48	141	115
Capital - Self funded	(106)	(99)	(83)	(49)	(50)	(87)	(129)	(270)	(223)	(131)
Contribution to Project Connect Sequence Plan	(22)	(23)	(30)	(31)	(32)	(33)	(34)	(35)	(36)	(37)
Annual Cash Flow	(63)	(69)	(64)	(33)	(36)	(74)	(117)	(259)	(212)	(123)
Cash & Investments Ending Balance	386	317	253	220	183	109	(8)	(267)	(479)	(602)
Commitments & Reserve Requirements	156	148	140	134	131	135	139	138	142	146
Cash Balance/(Shortage) Proposed Plan	\$230	\$169	\$112	\$86	\$52	(\$26)	(\$146)	(\$404)	(\$621)	(\$748)
Cash Balance/(Shortage) Slower Plan	\$218	\$143	\$73	\$31	(\$17)	(\$111)	(\$247)	(\$522)	(\$755)	(\$900)

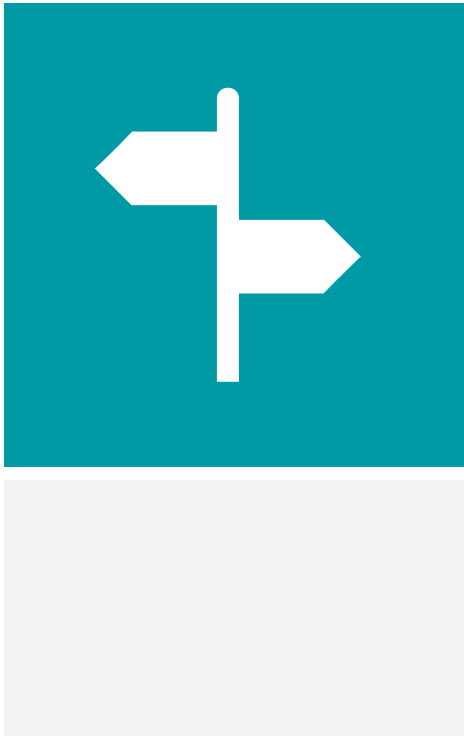
Align spending with forecasted sales tax growth
Less constraint with higher sustained sales tax growth



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SUMMARY

Changes in Long-Range Financial Plan



- More moderate sales tax growth in FY2026 to FY2028, with a 3% future long-term growth assumption due to slowing sales tax receipts
- Significant fleet purchases over the next 10 years
- Future facility needs for north and south demand response facilities, central warehouse and administration headquarters build-out

Risks to Long-Range Financial Plan



- Slower sales tax growth than modeled
- Changes to Federal grant funding programs
- Unforeseen regulatory or capital needs
- Future contracted rates with service providers
- Significant inflation or future recession
- Compensation and benefit plan increases
- Slower ridership return than assumed
- Unforeseen technological changes

Conclusions and Recommendations



- Continue to monitor and quickly respond to economic developments
- Potential revenue uncertainty
- Align costs with revenue growth
- One-time, accumulated funding available for capital investments
 - Future capital requires funding from income
- Maintain a minimum of \$40 Million in annual cash flow for FTA-required State of Good Repair

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2025-1651

Agenda Date: 11/5/2025

Executive Operations, Planning and Safety Update - November 2025

Update on key performance indicators, transit operations, and upcoming events.



Quarterly Key Performance Indicator Update

4th Quarter Update, Fiscal Year 2025

November 5, 2025



Operations

Operations – FY25 KPI Recap

	FY24	FY25	FY25 Target
On-Time Performance			
CapMetro Bus, Rapid, and Express	78.3%	78.2%	83%
CapMetro Rail	92.8%	90.9%	96%
CapMetro Access	93.7%	92.5%	92%
Pickup	86.0%	86.6%	83%

Challenges and Accomplishments in FY25

- Vehicle mechanical failures and periodic manpower shortages contributed to service reliability issues.
- Traffic, detours, and ongoing construction negatively impacted on-time performance.
- We saw a 25% reduction of service lost time, and we successfully launched PV/Expo.
- Despite significant ridership growth on Access and Pickup, the on-time performance rates were very good.

Keys to Success in FY26

- With a collaborative effort between Keolis, CapMetro Operations, and Planning, using a data driven, customer centric approach, we plan to see improvements in FY26.

Operations – FY25 KPI Recap

	FY24	FY25	FY25 Target
Mean Distance Between Failures (in miles)			
CapMetro Bus, Rapid, and Express	3,723	4,108	5,500
CapMetro Rail	7,547	4,819	15,000
CapMetro Access & Pickup	9,665	11,727	20,000

Challenges and Accomplishments in FY25

- Successfully processed 47 New Flyer Battery Electric Buses (BEBs) and conducted stress testing of the 2910 Bus Yard charging infrastructure to ensure operational readiness.
- Completed replacement of all high-voltage batteries in 38 New Flyer Battery Electric Buses, restoring full operational capacity and reducing road calls.
- There has been ongoing difficulty with obtaining and purchasing diagnostic software, specialized tools, and parts necessary to maintain the BEB fleet.
- Limited parts availability for the New Flyer diesel fleet due to vehicle age (12 years).
- With the introduce of a new service model for Access and Pickup, we saw our MBRC numbers improve.

Keys to Success in FY26

- Increase reliability and availability of the Battery Electric Bus fleet through improved diagnostics, parts inventory management, and vendor collaboration.
- Secure and maintain adequate parts supply to support the aging New Flyer diesel fleet and minimize service disruptions.



Ridership

Estimated Fiscal Year End (Actual Vs. Target)

Actuals Year-Over-Year

Category	YTD 2024	YTD 2025	Change
TOTAL SYSTEM	26,503,760	26,648,049	0.5%

Actual FY2025 to Budget (Target)

Budget 2025	Target	FY2025 Year-end	Difference
TOTAL SYSTEM	27,952,793	26,648,049	-4.7%

FY 2025 Ridership Change

Through September 2025
BUS ONLY

Category	YTD 2024	YTD 2025	Change
CapMetro Bus	20,561,422	20,104,846	-2.2%
CapMetro Express	131,203	148,850	13.5%
CapMetro Rapid	3,817,210	4,201,856	10.1%
TOTAL	24,509,835	24,455,552	-0.2%

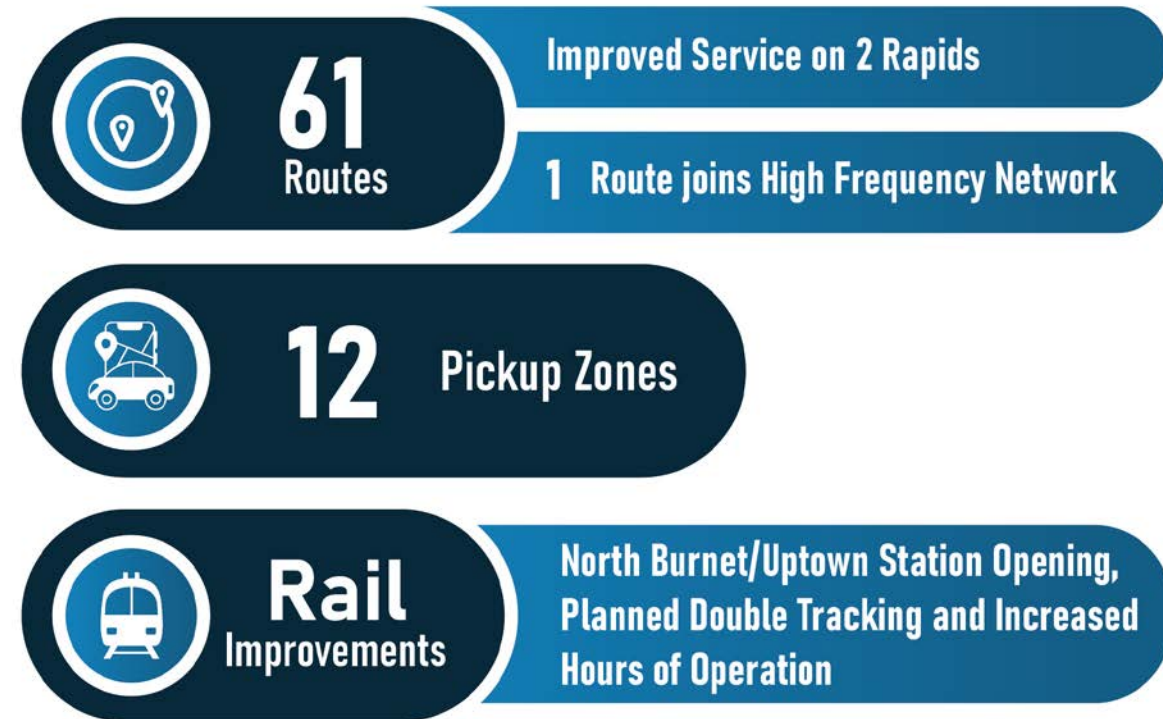
*Source – Automatic Passenger Counters (all fare categories)

TP 2035 and SP 2030– Roadmap to our Future

Focused on Growing Ridership with Fiscal Responsibility by:

- *Creating a data driven roadmap with actionable recommendations in TP 2035*
- *Organizing recommendations in phases to be implemented through service changes, allowing for public engagement and board approval*
- *Balancing with availability of resources*
- *Increasing Frequency in Areas Experiencing Steady Growth and High Transit Propensity*
- *Leading with Facilitator Projects to Build Ridership in areas that are yet to be market ready; while*
- *SP 2030 focusing on Safety, Reliability, Regionalism and Fiscal Responsibility as organizational priorities*

Outlook within 5 Years





Safety

Q4 Safety Performance Overview

Bus

- Preventable vehicle collision performance in FY2025 year over year declined for CapMetro Bus, Rapid, and Express
- Passenger injury rate was 0.32 in FY2025, 16% lower than FY2024 (0.38) and better than the FY2025 target of 0.35

Commuter Rail

- CapMetro Rail experienced a total of five reportable incidents during Fiscal Year 2025.
- Passenger injury rate remained at 0.00 in FY2025, matching FY2024 and outperforming the FY2025 target of 2.5

Demand Response

- Preventable vehicle collision performance in FY2025 improved year-over-year for CapMetro Access and Pickup,
- The passenger injury rate for FY2025 was 1.51, successfully achieving the target of 2.50

Action Plan for Safer Operations



Bus

- Comprehensive Review of Bus Operator Training Program
- Enhanced Post-Incident Review Using Onboard Technology
- Collaborative Data Reviews with Service Provider



Rail

- Enhanced Safety Monitoring & Analysis
- Targeted Mitigation Measures
- Stakeholder engagement



Demand Response

- Review training and supervisory oversight
- Enhance Safety Assurance efforts



Customer Satisfaction

Customer Satisfaction

Performance Measure	FY24 (Full Year)	FY25 (Full Year)	% to Target	YoY Change	FY25 Target
Customer Satisfaction Survey	69%	71%	84%	3%	85%



DBE and SBE

Disadvantaged Business Enterprise

DBE Goal

- Based on FY 23 to FY 25 Triennial Goal: 22.5 %

Total DBE Awards/Commitments FY24 & FY25

- FY24 Total Awards - **\$444.9M**
- FY24 Total DBE Awards/Commitments - **\$10.1M or 2.3 %**
- FY25 Total Awards - **\$255.6M**
- FY25 Total DBE Awards/Commitments - **\$5.4M or 2.1%**

Explanation

- Contracts with Keolis (FY24) and MTM (FY25) were labor only contracts, resulting in 0% DBE Goals.

Small Business Enterprise

SBE Goal

- Based on FY 23 to FY 25 Triennial Goal: 22.5 %

Total DBE Awards/Commitments FY24 & FY25

- FY24 Total Awards - **\$55.5M**
- FY24 Total SBE Awards/Commitments - **\$4.4M or 7.9 %**
- FY25 Total Awards - **\$125.1M**
- FY25 Total SBE Awards/Commitments - **\$14.2M or 11.4%**

Explanation

- Locally funded portion of contract for Demand Response, Pickup and MetroAccess Services in FY 25 of \$58.9M is a labor only contract with 0% SBE goal
- In FY 24, three large contracts did not include subcontracting opportunities and did not include a goal: Rideshare Contracted Services, Bikeshare Infrastructure and Technology and Fare System Replacement

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2025-1670

Agenda Date: 11/5/2025

Memo: Fiscal Year 2025 Performance Update (October 29, 2025 rev. 11/5/25)

To: CapMetro Board of Directors
From: Patricia E. Vidaurri, Director of Performance and Strategic Initiatives
Date: November 5, 2025
Subject: Fiscal Year 2025 Performance Update

The purpose of this memo is to fulfill CapMetro's commitment to providing quarterly agency performance updates to the Board of Directors as a complement to the publicly available dashboards, quarterly financial reports, and standing administrative and operational updates at monthly board and committee meetings.

This memo outlines the agency's performance through the end of the fiscal year (FY) 2025. Staff will discuss performance at both Finance, Audit and Administration and Operations Committee meetings on November 5.

Staff will continue to evaluate our reporting to ensure our performance metrics are aligned with our agency's customer, community, workforce, and organizational effectiveness strategic goals. Starting in the first quarter of FY 2026, this performance report will reflect KPIs aligned with the critical results in Strategic Plan 2030. If you have any questions regarding this memo, please feel free to contact me.

FY2025 Year-End Performance Scorecard

The Performance Scorecard reflects CapMetro's' full-year FY2025 performance results.

Performance Measure	FY2024 (Full Year)	FY2025 (Full Year)	% to Target	YoY Change	FY2025 Target
Ridership					
Total Ridership	26,135,910	26,252,205	96%	0.4%	27,459,113
CapMetro Bus, Rapid, and Express	24,509,835	24,456,652	95%	-0.2%	25,660,687
CapMetro Rail	542,081	608,525	99.7%	12%	610,327
CapMetro Access	572,274	615,828	105%	8%	588,429
Pickup	511,720	571,200	95%	12%	599,670
On-Time Performance					
CapMetro Bus, Rapid, and Express	78.3%	78.2%	94%	-0.1%	83%
CapMetro Rail	92.8%	90.9%	95%	-2%	96%
CapMetro Access	93.7%	92.5%	101%	-1%	92%
Pickup	86.0%	86.6%	104%	0.7%	83%
Mean Distance Between Failures (in miles)					
CapMetro Bus, Rapid, and Express	3,723	4,108	75%	10%	5,500
CapMetro Rail	7,547	4,819	32%	-36%	15,000
CapMetro Access & Pickup	9,665	11,727	59%	21%	20,000
Safety – Preventable Vehicle Collisions per 100,000 miles					
CapMetro Bus, Rapid, and Express	3.50	3.68	76%	5%	2.80
CapMetro Rail	0.43	1.10	95%	156%	1.04
CapMetro Access & Pickup	1.78	1.50	113%	-16%	1.70
Safety – Passenger Injuries per 100,000 passengers					
CapMetro Bus, Rapid, and Express	0.38	0.32	109%	-16%	0.35
CapMetro Rail	0.00	0.00	100%	0%	2.50
CapMetro Access & Pickup	0.59	1.51	166%	156%	2.50
Lost Time (Bus)	5.2%	3.8%	39%	-27%	1.5%
Customer Satisfaction Survey	69%	71%	84%	3%	85%
Employee Turnover (CapMetro Staff)	13.0%	11.3%	159%	-13%	18%
Financial Performance*					
Operating Expenditures as % of Budget	94.3%	97.6%	97.6%	4%	90%-100%
Capital Expenditures as % of Budget	35.2%	56.8%	56.8%	61%	80%-100%
Disadvantaged Business Enterprise (DBE) Utilization	2.3%	2.1%	9%	-9%	22.5%
Small Business Enterprise (SBE) Commitments	9.8%	11.4%	51%	16%	22.5%

*Financial Performance: Actuals are based on unaudited soft-close numbers.

FY2025 Year-End Performance Scorecard Details

Ridership

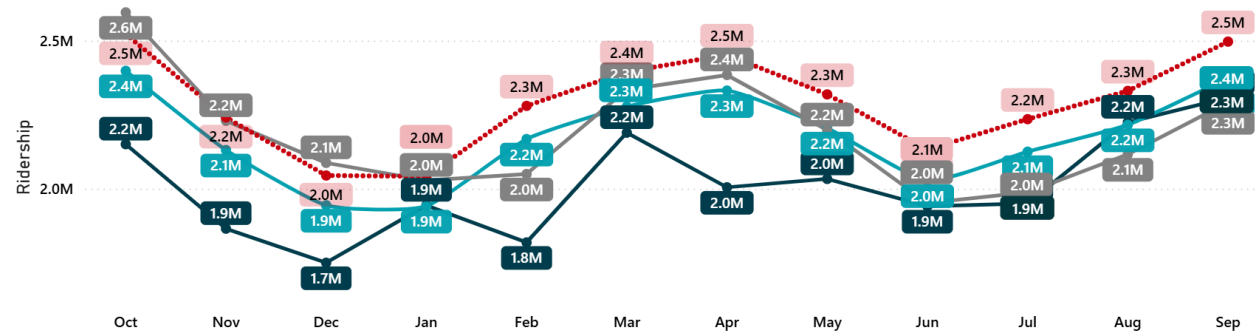
Ridership is the number of passengers utilizing transit service, measured on entrance to and exit from the vehicle. Using automatic passenger counters (APCs), passengers are counted each time they board no matter how many vehicles they use to travel from their origin to their destination.

System-wide ridership was 26.3M in FY2025. This was 0.4% higher than FY2024 (26.1M) and 96% of the FY2025 target (27.5M).

- CapMetro Bus, Rapid, and Express ridership was 24.46M in FY2025. This was 0.2% lower than FY2024 (24.51M) and 95% of the FY2025 target (25.7M).
- CapMetro Rail ridership was 608.5k in FY2025. This was 12% higher than FY2024 (542.1k) and 99.7% of the FY2025 target (610.3k).
- CapMetro Access ridership was 615.8k in FY2025. This was 8% higher than FY2024 (572.3k) and 105% of the FY2025 target (588.4k).
- CapMetro Pickup ridership was 571.2k in FY2025. This was 12% higher than FY2024 (511.7k) and 95% of the FY2025 target (599.7k).

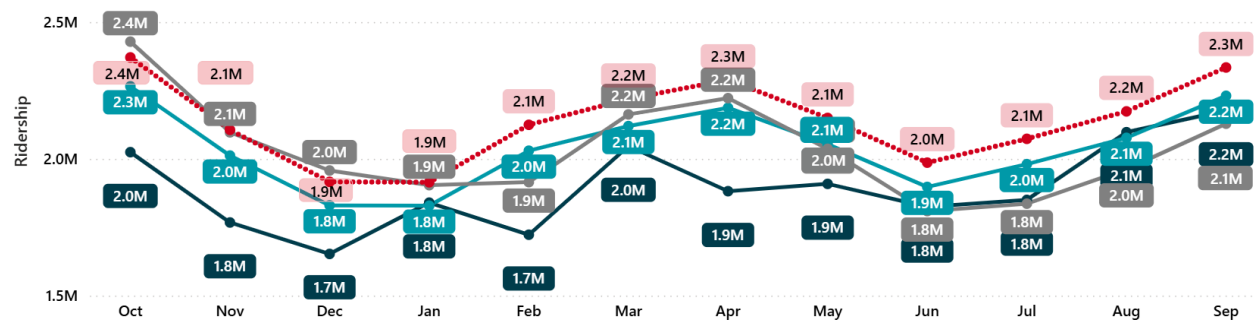
System-Wide Ridership

FISCAL YEAR ● 2023 ● 2024 ● 2025 ● FY2025 Target



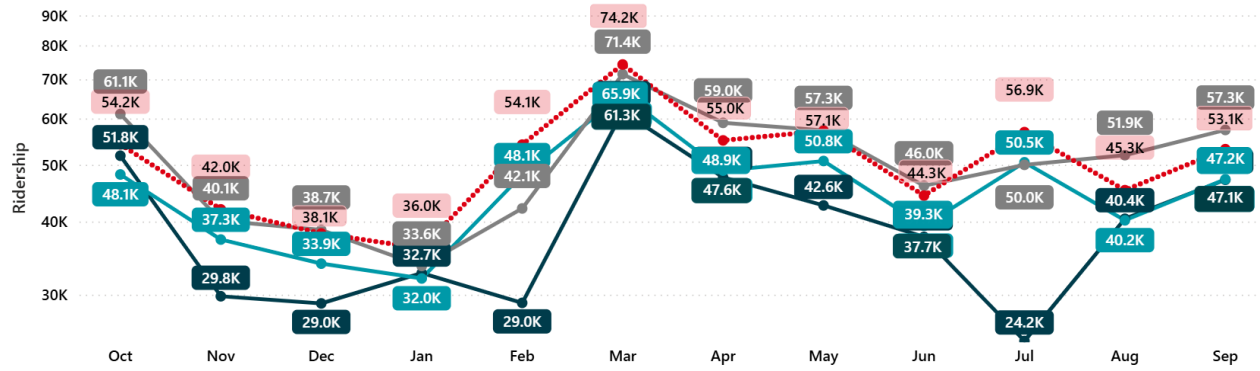
CapMetro Bus, Rapid, and Express Ridership

FISCAL YEAR ● 2023 ● 2024 ● 2025 ● FY2025 Target



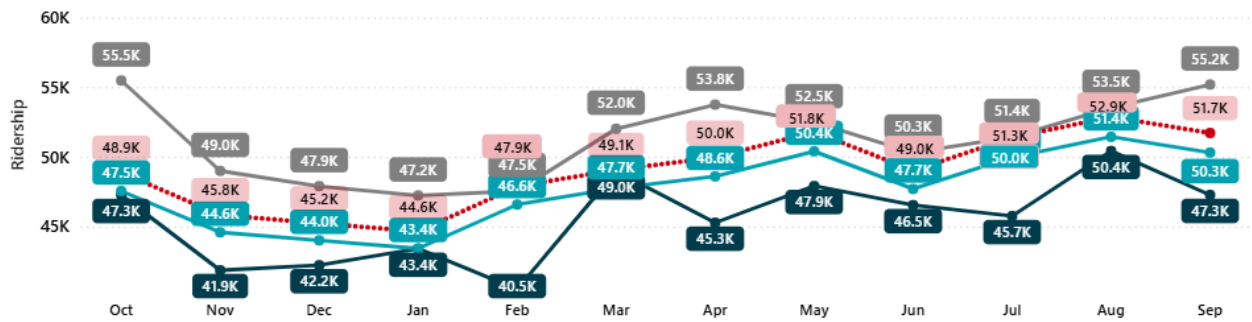
CapMetro Rail Ridership

FISCAL YEAR ● 2023 ● 2024 ● 2025 ● FY2025 Target



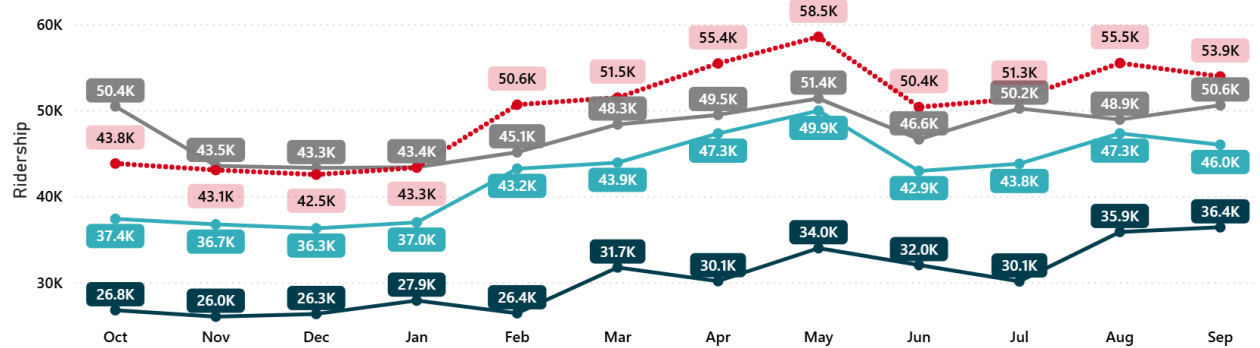
CapMetro Access Ridership

FISCAL YEAR ● 2023 ● 2024 ● 2025 ● FY2025 Target



CapMetro Pickup Ridership

FISCAL YEAR ● 2023 ● 2024 ● 2025 ● FY2025 Target



On-Time Performance

The definition of on-time performance (OTP) varies by mode. For Bus, Express, and Rail, OTP is the percentage of actual departure times that are less than six minutes late and not prior to scheduled departure times. For Rapid lines operating on a headway-based schedule, OTP is the percentage of actual departure times that are less than five minutes or 50 percent of the headway, whichever is less, than the preceding bus. For Access service, OTP is the percentage of vehicles arriving within fifteen minutes of the negotiated pick-up time.

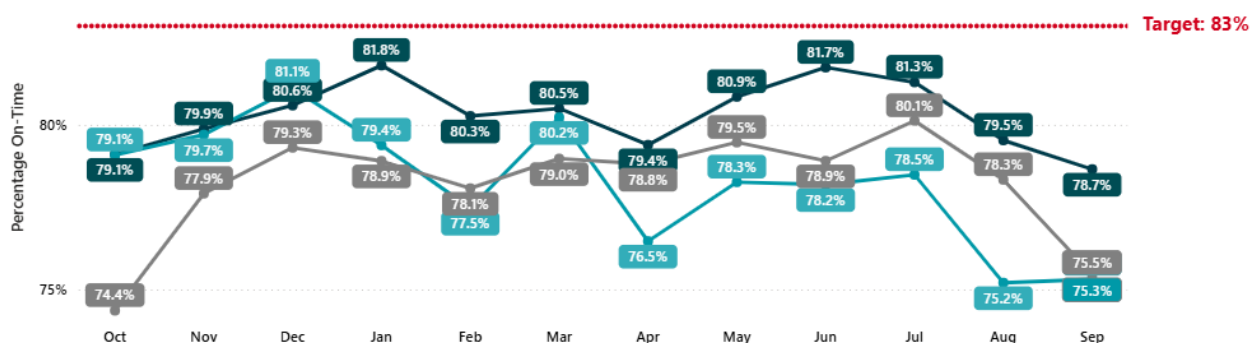
The OTP data collection methodology for Pickup service has been revised to better align with customer expectations and the real-time experience provided by the Pickup software application. It now measures how closely the vehicle's actual arriving time aligns with the initial estimated arrive time provided to the customer by the Pickup software application. The target is for vehicles to arrive within five minutes of the original estimate. The updated OTP target for Pickup is 83%, which is comparable to the OTP target for CapMetro Bus, Rapid, and Express.

OTP in FY2025 improved for CapMetro Pickup, but declined for CapMetro Bus, Rapid, and Express, CapMetro Rail, and CapMetro Access compared to FY2024. CapMetro Access and CapMetro Pickup met the FY2025 target. A higher percentage indicates better performance.

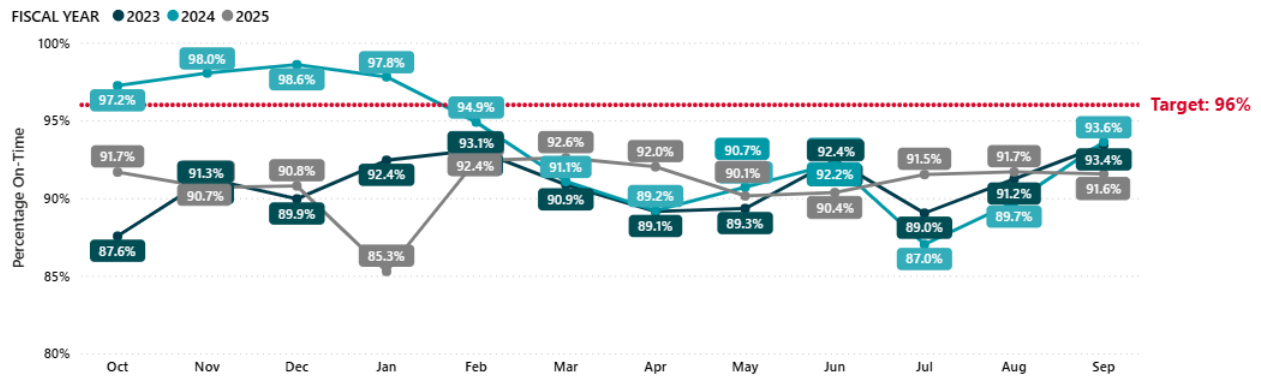
- The OTP for CapMetro Bus, Rapid, and Express was 78.2% in FY2025. This was 0.1% lower than FY2024 (78.3%) and 94% of the FY2025 target (83%).
- The OTP for CapMetro Rail was 90.9% in FY2025. This was 2% lower than FY2024 (92.8%) and 95% of the FY2025 target (96%).
- The OTP for CapMetro Access was 92.5% in FY2025. This was 1% lower than FY2024 (93.7%) and 101% of the FY2025 target (92%).
- The OTP for CapMetro Pickup was 86.6% in FY2025. This was 0.7% higher than FY2024 (86.0%) and 104% of the FY2025 target (83%).

CapMetro Bus, Rapid, and Express On-Time Performance

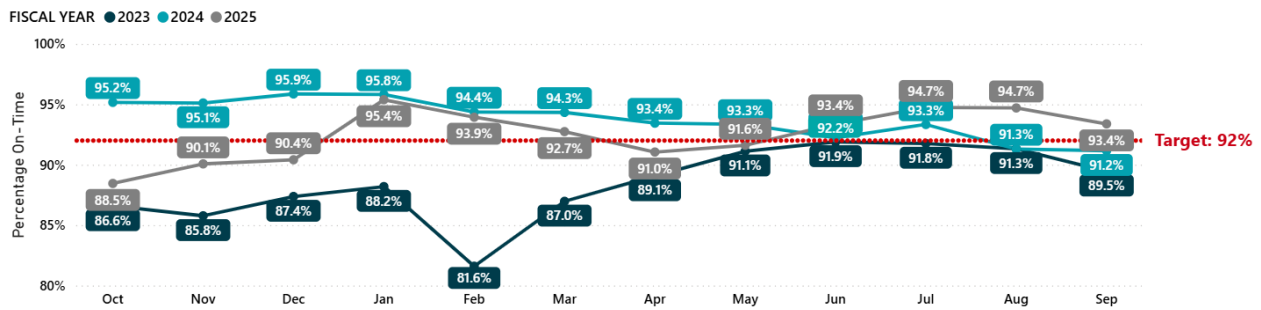
FISCAL YEAR ● 2023 ● 2024 ● 2025



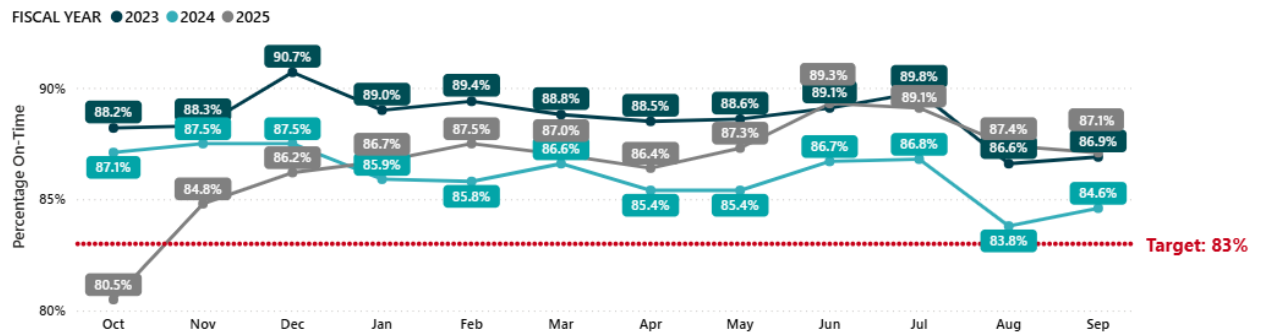
CapMetro Rail On-Time Performance



CapMetro Access On-Time Performance



CapMetro Pickup On-Time Performance



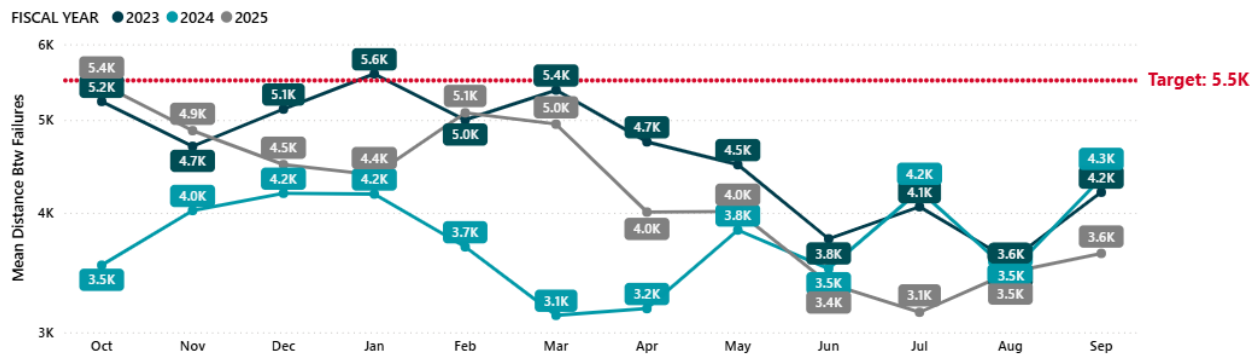
Mean Distance Between Failures

Mean Distance Between Failures (MDBF) is a reliability metric that measures the mean number of miles traveled between the failure of a mechanical element that prevents the vehicle from completing a scheduled revenue trip or starting the next scheduled revenue trip. It is calculated by dividing the total miles by the number of chargeable road calls for CapMetro Bus, Rapid, and Express, and CapMetro Access, or by the number of mechanical failures for CapMetro Rail.

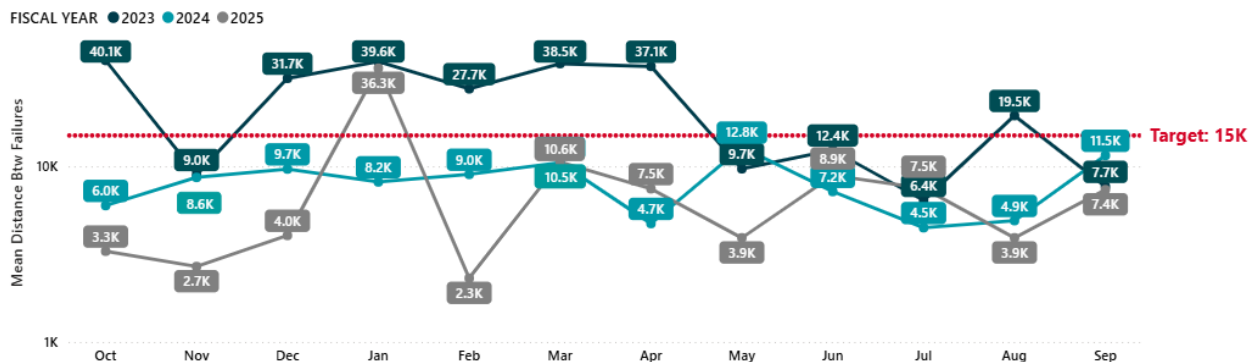
MDBF performance in FY2025 improved year-over-year for CapMetro Bus, Rapid, and Express and CapMetro Access and Pickup, but declined for CapMetro Rail compared to FY2024. None of the service modes met their FY2025 targets. A higher MDBF number indicates better performance.

- The MDBF for CapMetro Bus, Rapid, and Express was 4,108 in FY2025. This was 10% higher than FY2024 (3,723) and 75% of the FY2025 target (5,500).
- The MDBF for CapMetro Rail was 4,819 in FY2025. This was 36% lower than FY2024 (7,547) and 32% of the FY2025 target (15,000).
- The MDBF for CapMetro Access and Pickup was 11,727 in FY2025. This was 21% higher than FY2024 (9,665) and 59% of the FY2025 target (20,000).

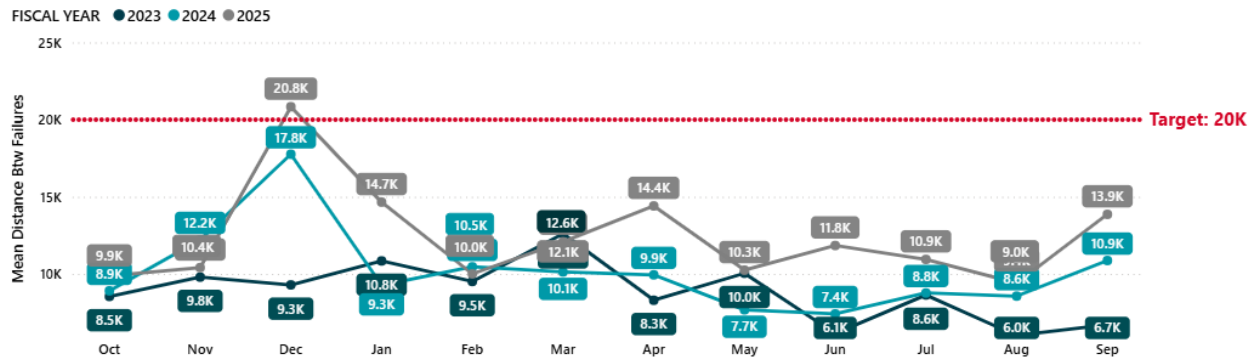
CapMetro Bus, Rapid, and Express Mean Distance Between Failures



CapMetro Rail Mean Distance Between Failures



CapMetro Access and Pickup Mean Distance Between Failures

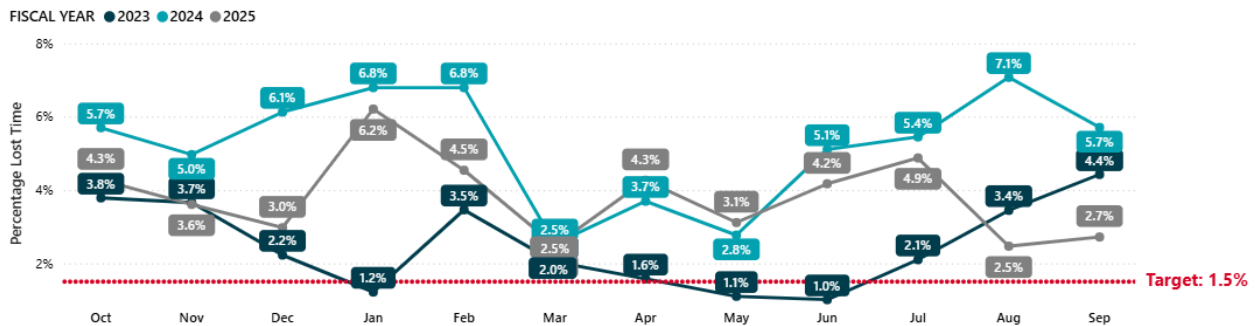


Lost Time

Lost time is the percentage of revenue service hours for CapMetro Bus, Rapid, and Express that are scheduled but not operated. It is calculated by subtracting actual bus revenue hours from scheduled bus revenue hours, then dividing the result by scheduled bus revenue hours to determine the proportion of scheduled service that was not operated.

Lost time performance in FY2025 for CapMetro Bus, Rapid, and Express improved year-over-year compared to FY2024. Lost time was 3.8% in FY2025, which was 27% lower than FY2024 (5.2%) but did not meet the target (1.5%). A lower percentage indicates better performance.

CapMetro Bus, Rapid, and Express Lost Time



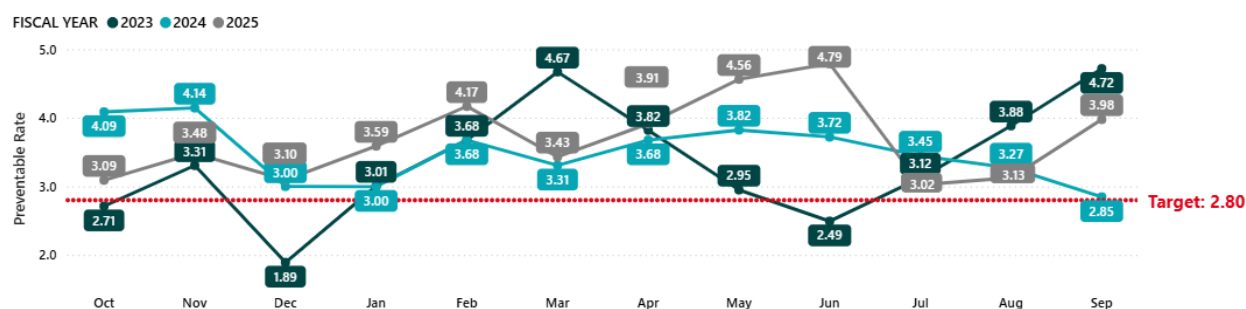
Safety – Preventable Vehicle Collisions per 100,000 Miles

The National Safety Council defines a preventable collision as a collision in which the driver failed to do everything reasonable to avoid it. It measures how often preventable collisions occur relative to miles driven. It is calculated by dividing the total number of preventable collisions by the total miles and then scaling the result to 100,000 miles for standard comparison.

Preventable vehicle collision performance in FY2025 improved year-over-year for CapMetro Access and Pickup, but declined for CapMetro Bus, Rapid, and Express, and CapMetro Rail. CapMetro Access and Pickup met the FY2025 target. A lower rate indicates better performance.

- For CapMetro Bus, Rapid, and Express, the preventable vehicle collision rate was 3.68 in FY2025. This was 5% higher than FY2024 (3.50) and did not meet the FY2025 target (2.80).
- For CapMetro Rail, the vehicle collision rate was 1.10 in FY2025. This was 156% higher than FY2024 (0.43) and did not meet the FY2025 target (1.04).
- For CapMetro Access and Pickup, the preventable vehicle collision rate was 1.50 in FY2025. This was 16% lower than FY2024 (1.78) and met the FY2025 target (1.70).

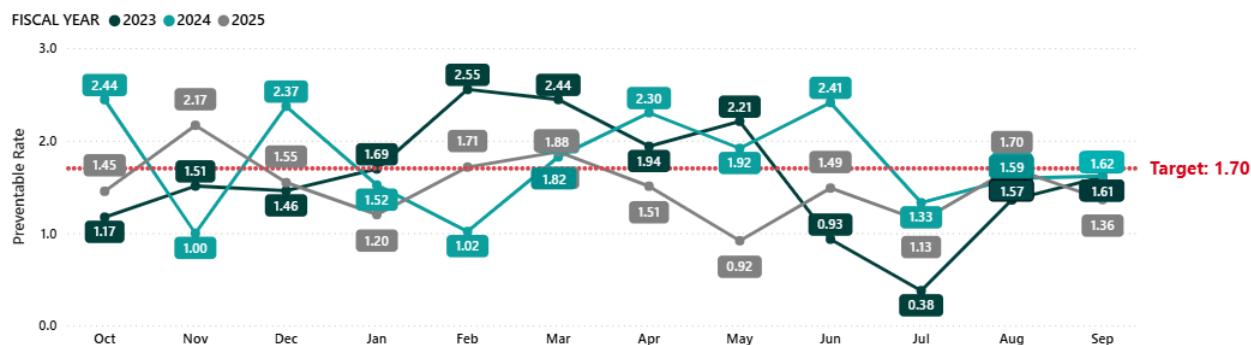
CapMetro Bus, Rapid, and Express Preventable Vehicle Collisions per 100,000 Miles



CapMetro Rail Preventable Vehicle Collisions per 100,000 Miles



CapMetro Access and Pickup Preventable Vehicle Collisions per 100,000 Miles



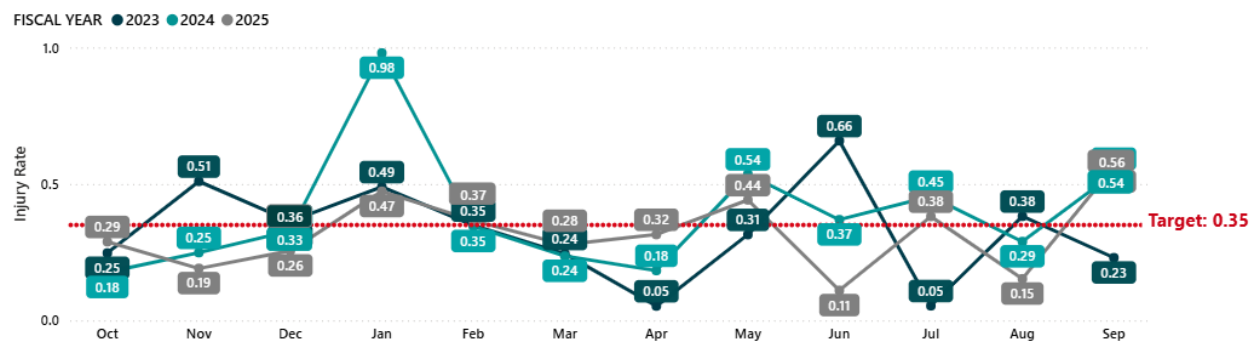
Safety – Passenger Injuries NTD Rates

The National Transit Database (NTD) defines injury as any harm to persons as a result of an event that requires immediate medical attention away from the scene. It does not include harm resulting from a drug overdose, exposure to the elements, illness, natural causes, or occupational safety events occurring in administrative buildings. It measures the rate of passenger injuries relative to total ridership. It is calculated by dividing the total number of passenger injuries by the total ridership and then scaling the result to 100,000 for standard comparison.

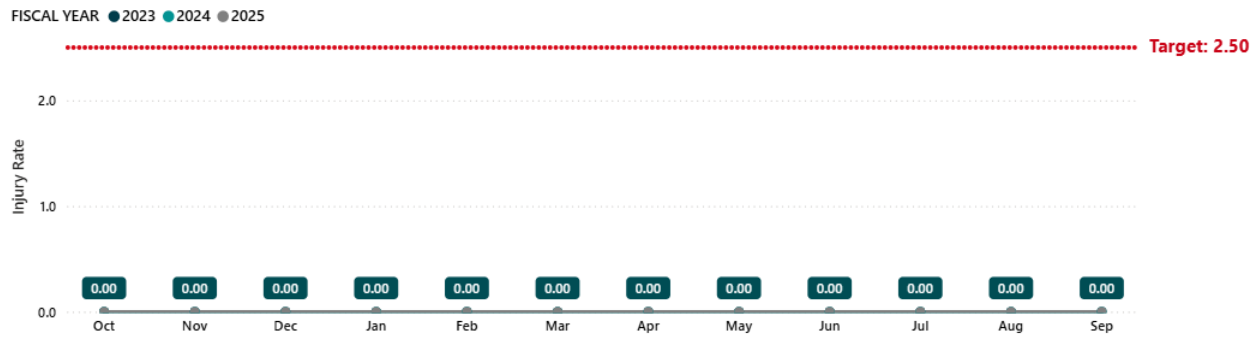
The passenger injuries performance in FY2025 improved year-over-year for CapMetro Bus, Rapid, and Express, stayed flat at zero for CapMetro Rail, and declined for CapMetro Access and Pickup. All service modes met their FY2025 targets. A lower rate indicates better performance.

- For CapMetro Bus, Rapid, and Express, the passenger injury rate was 0.32 in FY2025. This was 16% lower than FY2024 (0.38) and met the FY2025 target (0.35).
- For CapMetro Rail, the passenger injury rate remained at 0.00 in FY2025. This was consistent with FY2024 (0.00) and met the FY2025 target (2.50).
- For CapMetro Access and Pickup, the passenger injury rate was 1.51 in FY2025. This was 156% higher than FY2024 (0.59) and met the FY2025 target (2.50).

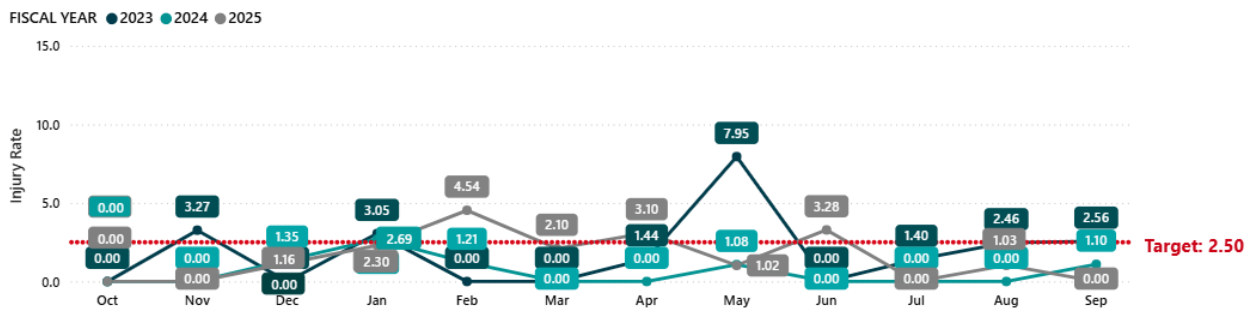
CapMetro Bus, Rapid, and Express Passenger Injuries



CapMetro Rail Passenger Injuries



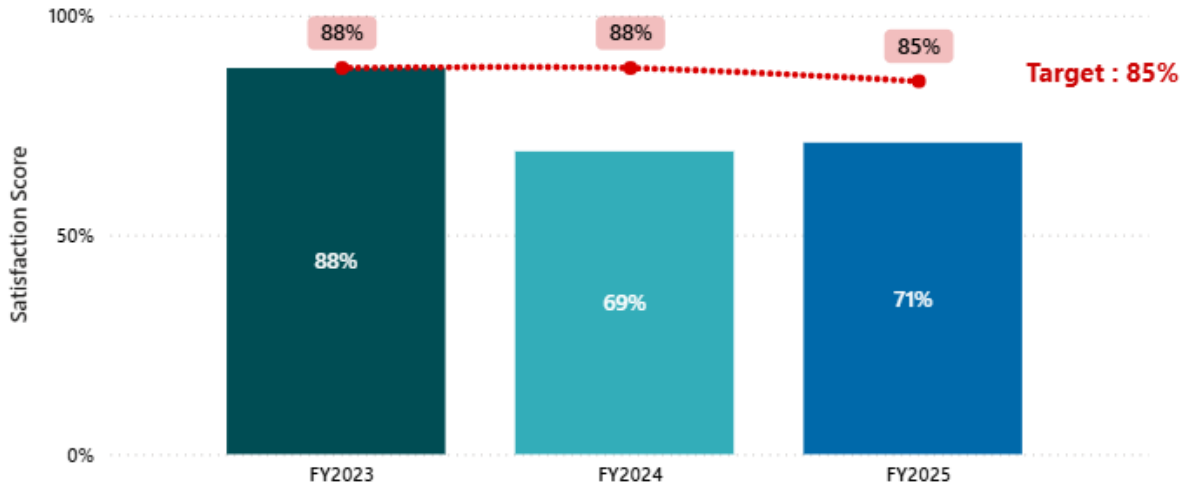
CapMetro Access and Pickup Passenger Injuries



Customer Satisfaction Survey (Annual Metric)

Customer satisfaction tracks the percentage of CapMetro riders who reported they were satisfied with the agency's services. This measure is collected annually through a customer satisfaction survey. The customer satisfaction survey is conducted annually.

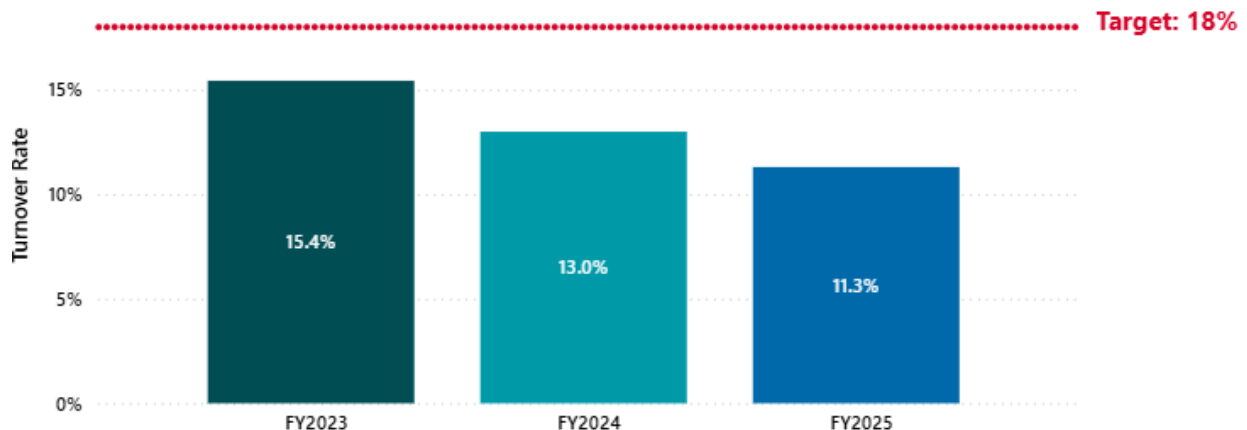
Customer satisfaction in FY2025 improved year-over-year compared to FY2024. In FY2025, the overall customer satisfaction was 71%, which was 3% higher than FY2024 (69%) but did not meet the FY2025 target (85%). A higher rate indicates better performance.



Employee Turnover (Annual Metric)

The turnover rate is the number of terminations over the average number of employees in a year. This measures turnover for CapMetro employees only. It is calculated by dividing the number of terminations by the average number of employees for the year, where the average is determined by taking the sum of the employee count at the beginning and end of the year and dividing by two.

Employee turnover in FY2025 improved year-over-year compared to FY2024. In FY2025, the turnover rate was 11.3%, which was 13% lower than FY2024 (13.0%) and met the target (18.0%). A lower rate indicates better performance.



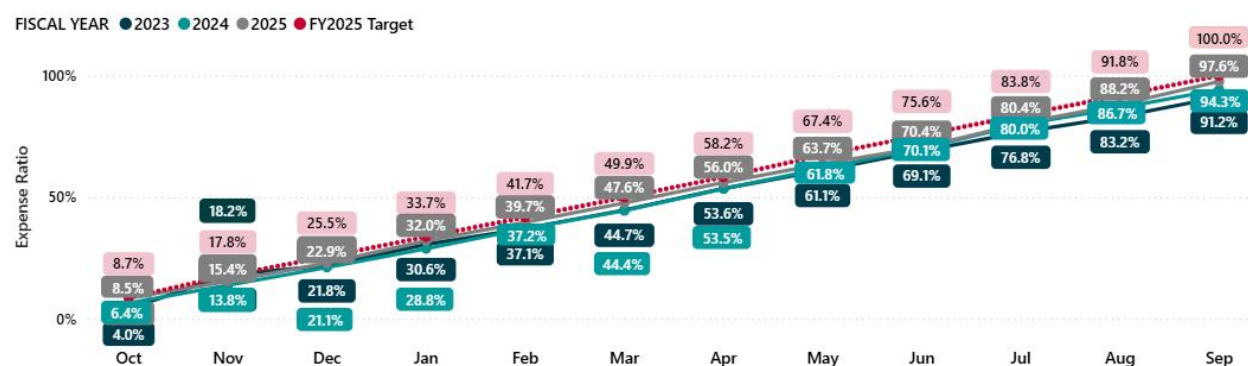
Financial Performance

The operating expenditures metric measures the percentage of budgeted operating funds that have been actually incurred over a given period. The capital expenditures metric measures the percentage of budgeted capital funds that have been actually incurred over a given period. Both metrics are calculated by dividing the actual expense by budgeted expense to derive the percentage of actual expense to budgeted expense.

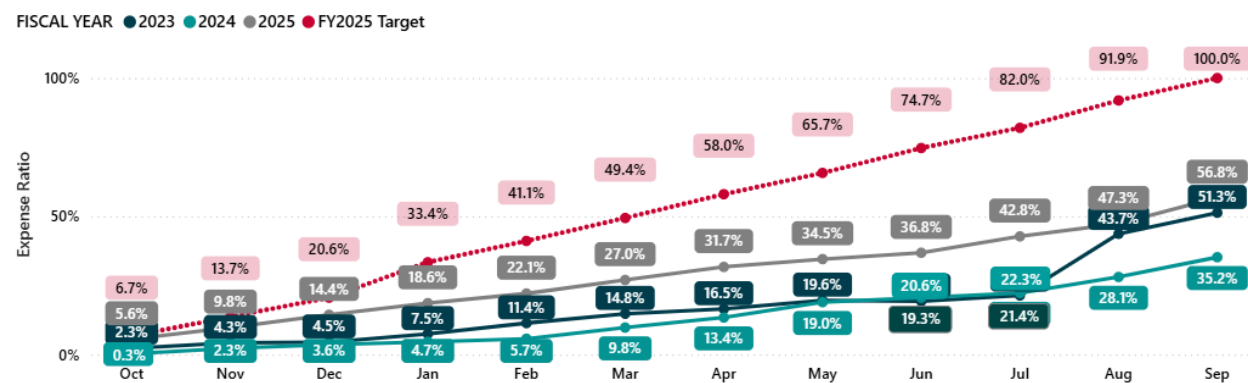
Both metrics improved year-over-year compared to FY2024. A ratio closer to the target indicates better performance, as it reflects alignment with the planned budget and effective financial management.

- In FY2025, the operating expenditure ratio was 97.6%. This was 4% higher than FY2024 (94.3%) and within the FY2025 target range (90%-100%).
- In FY2025, the capital expenditure ratio was 56.8%. This was 61% higher than FY2024 (35.2%), yet below the FY2025 target range (80%-100%).

Operating Expenditures



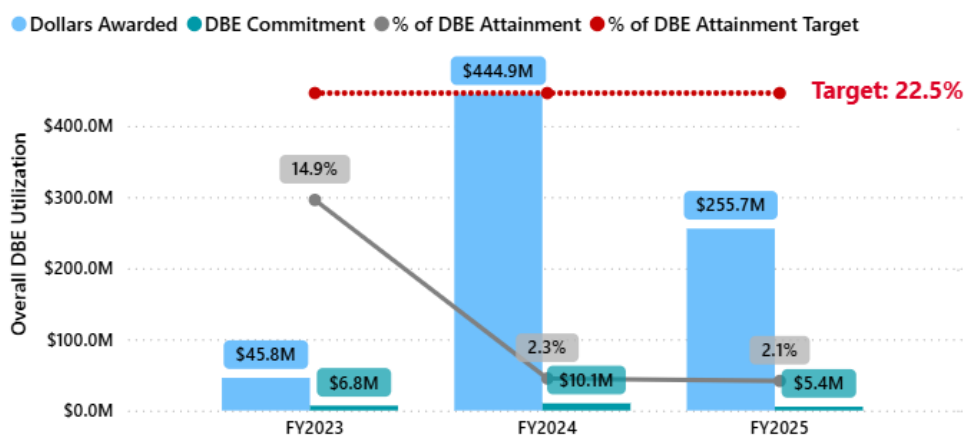
Capital Expenditures



Disadvantaged Business Enterprise (DBE) Commitments (Annual Metric)

Total commitments to Disadvantaged Business Enterprises (DBE) for goods and services on contracts with FTA funding. It is calculated by dividing the total DBE commitment by the total awarded contract values to determine the DBE utilization rate. This metric is assessed annually.

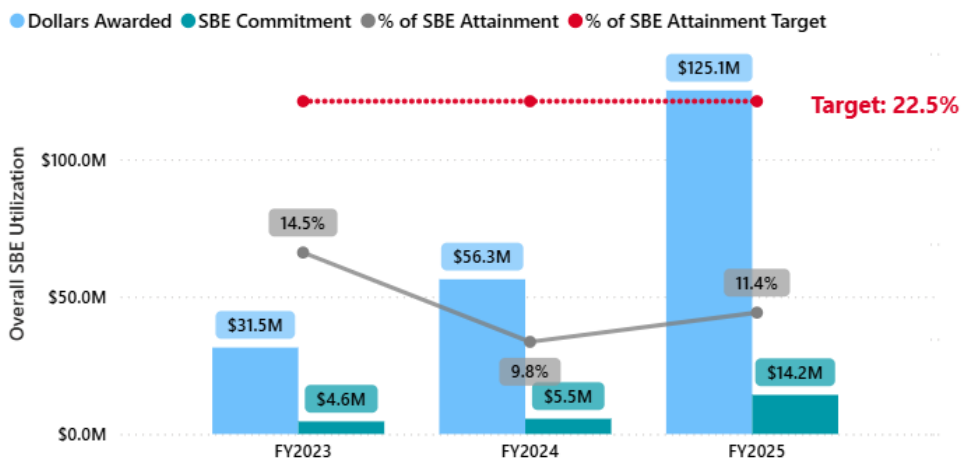
In FY2025, the DBE utilization rate was 2.1%. This was 9% lower than FY2024 (2.3%) and did not meet the target (22.5%). The total dollar amount awarded to DBEs was \$5.4 million. The FY2024 total contract dollars awarded in previous reports was understated because the reports did not reflect the award of the contract for bus operations and maintenance that was significant. As a labor only contract it did not include a DBE goal.



Small Business Enterprise (SBE) Commitments (Annual Metric)

Total commitments to Small Business Enterprises (SBE) for goods and services on contracts with FTA funding. It is calculated by dividing the total SBE commitment by the total awarded contract values to determine the SBE utilization rate. This metric is assessed annually.

In FY2025, the SBE utilization rate was 11.4%. This was 16% higher than FY2024 (9.8%) and did not meet the target (22.5%). The total dollars awarded to SBEs was \$14.2 million. The FY2024 SBE utilization rate was adjusted from previous reports to reflect additional participation captured after the end of the fiscal year.



Additional Metrics

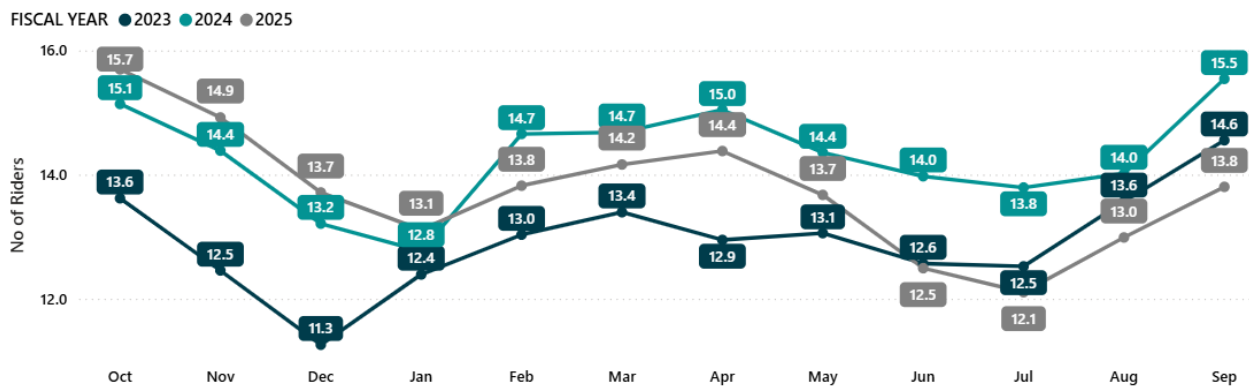
Riders per Hour

Riders per hour measures passenger capacity effectiveness. It represents the average number of riders transported for each hour of revenue service. It is calculated by dividing total ridership by total vehicle revenue hours over a given period. A higher number indicates better performance.

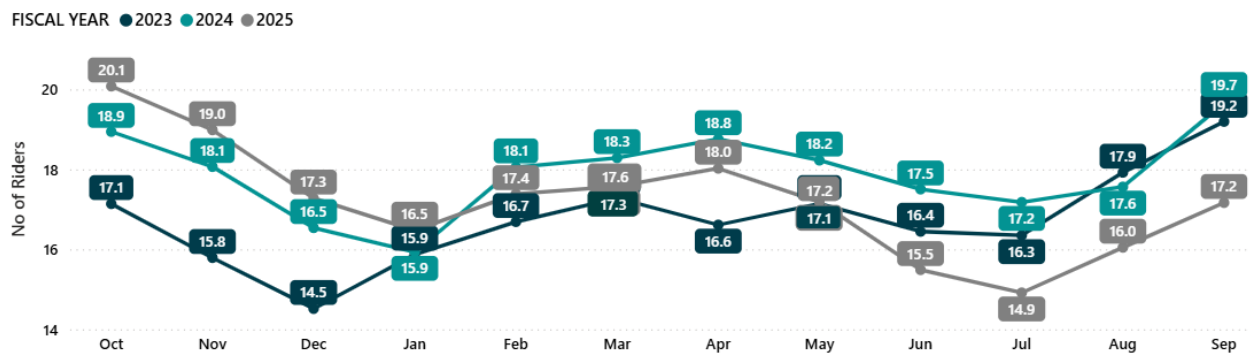
System-wide riders per hour was 13.7 in FY2025. It decreased by 4% compared to FY2024 (14.3).

- For CapMetro Bus, Rapid, and Express, the number of riders per hour was 17.2 in FY2025. This was 4% lower than FY2024 (17.9).
- For CapMetro Rail, the number of riders per hour was 40.4 in FY2025. This was 15% higher than FY2024 (35.0).
- For CapMetro Access, the number of riders per hour was 1.8 in FY2025. This was 6% higher than FY2024 (1.7).
- For CapMetro Pickup, the number of riders per hour was 4.3 in FY2025. This was 4% lower than FY2024 (4.5).

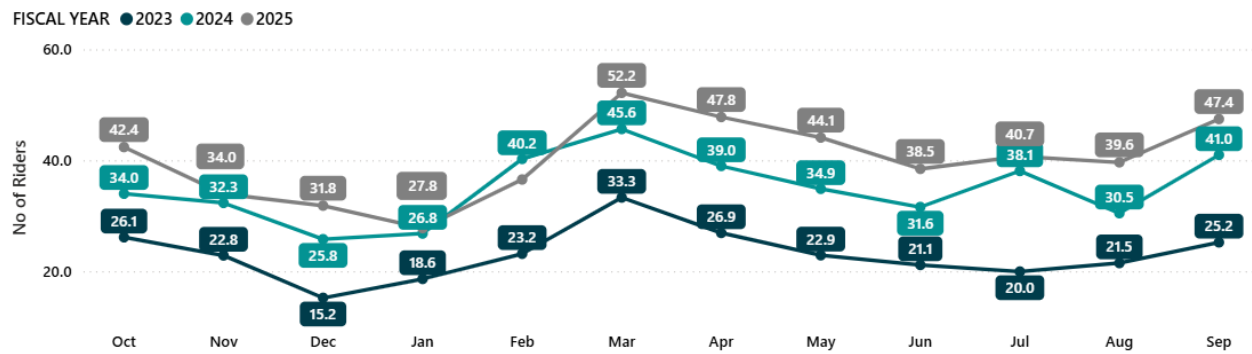
System-Wide Riders per Hour



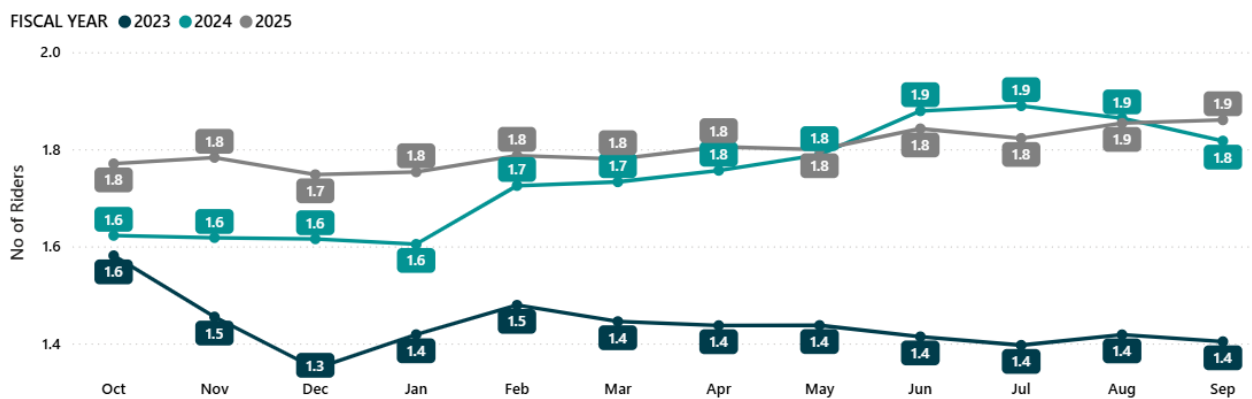
CapMetro Bus, Rapid, and Express Riders per Hour



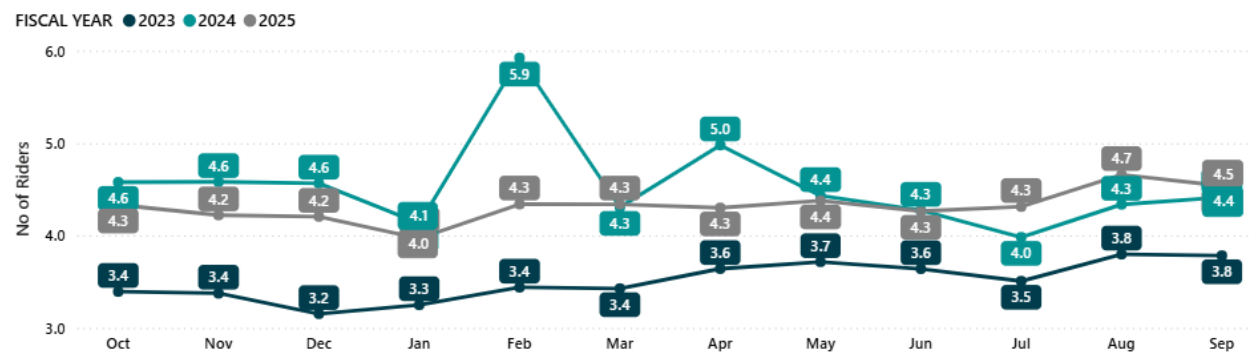
CapMetro Rail Riders per Hour



CapMetro Access Riders per Hour



CapMetro Pickup Riders per Hour



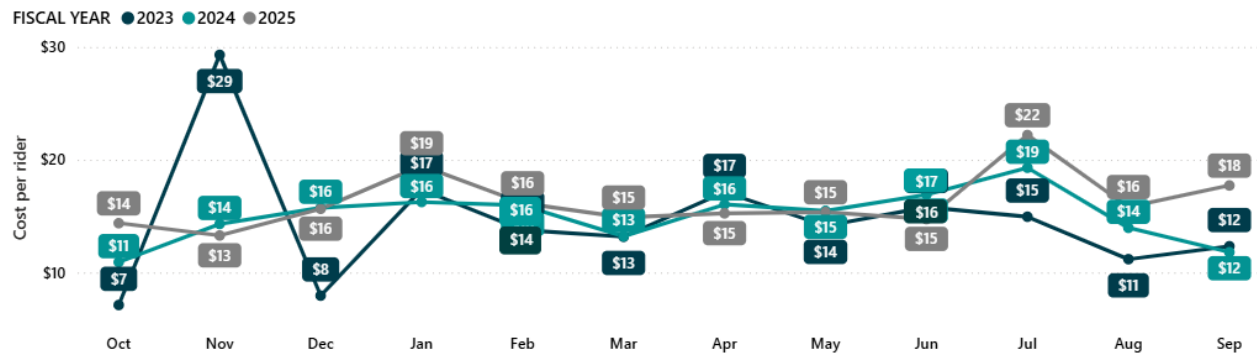
Cost per Rider

The cost per rider metric is an overall cost efficiency measure of ridership, focusing on how well the agency uses resources to deliver services. It is calculated by dividing total operating expense by system-wide ridership. This includes CapMetro Bus, Rapid, and Express, CapMetro Rail, CapMetro Access, and CapMetro Pickup. Cost per rider performance is based on unaudited soft-close financial numbers.

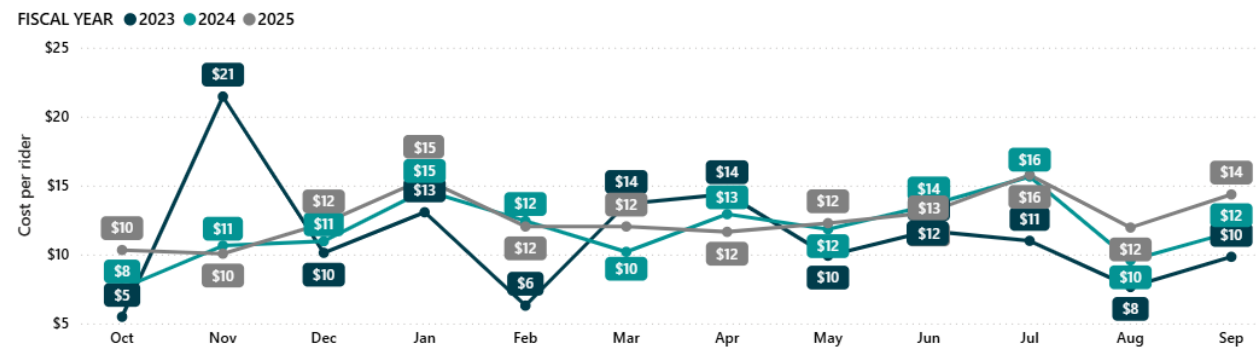
System-wide cost per rider was \$16 in FY2025. It increased by 8% compared to FY2024 (\$15).

- For CapMetro Bus, Rapid, and Express, the cost per rider was \$13 in FY2025. This was 12% higher than FY2024 (\$11).
- For CapMetro Rail, the cost per rider was \$56 in FY2025. This was 12% lower than FY2024 (\$63).
- For CapMetro Access, the cost per rider was \$122 in FY2025. This was 5% higher than FY2024 (\$115).
- For CapMetro Pickup, the cost per rider was \$27 in FY2025. This was 7% higher than FY2024 (\$25).

System-Wide Cost per Rider

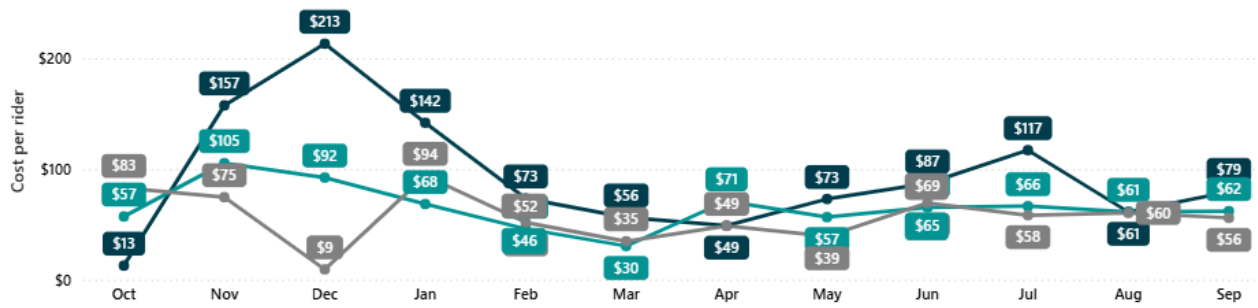


CapMetro Bus, Rapid, and Express Cost per Rider



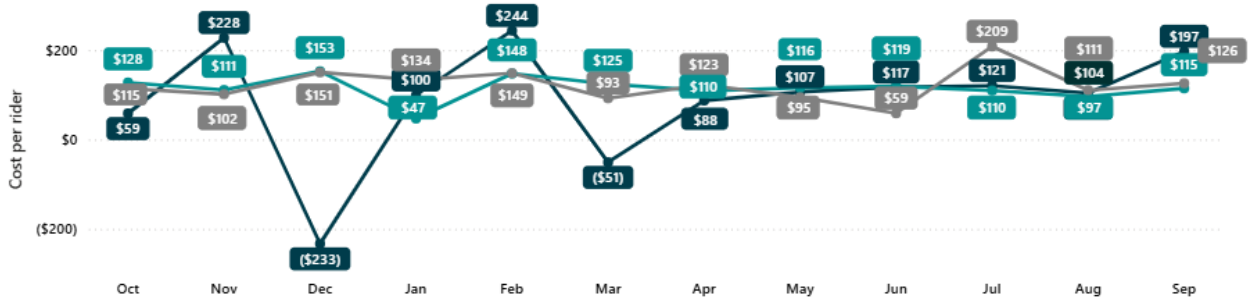
CapMetro Rail Cost per Rider

FISCAL YEAR ● 2023 ● 2024 ● 2025



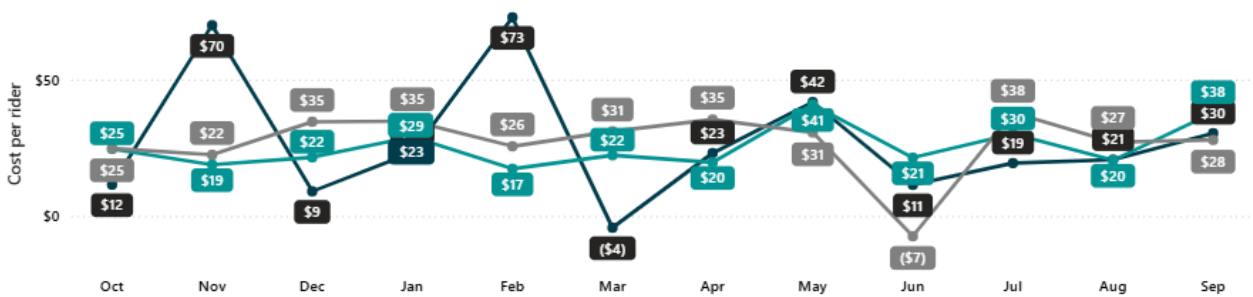
CapMetro Access Cost per Rider

FISCAL YEAR ● 2023 ● 2024 ● 2025



CapMetro Pickup Cost per Rider

FISCAL YEAR ● 2023 ● 2024 ● 2025



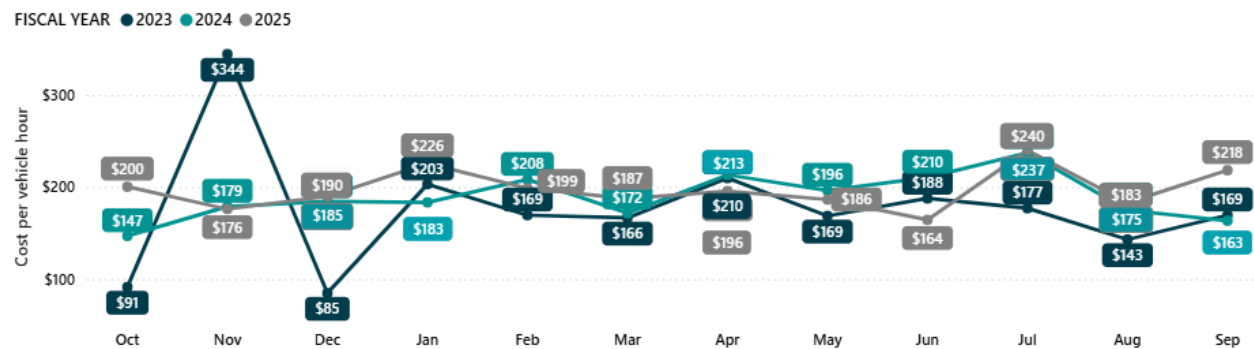
Cost per Vehicle Hour

The cost per vehicle hour metric is an hourly cost efficiency measure of on how well the agency uses resources to deliver services. It is calculated by dividing total operating expense by system-wide scheduled vehicle hours (including revenue plus deadhead hours). This includes CapMetro Bus, Rapid, and Express, CapMetro Rail, CapMetro Access, and CapMetro Pickup. Cost per hour performance is based on unaudited soft-close financial numbers.

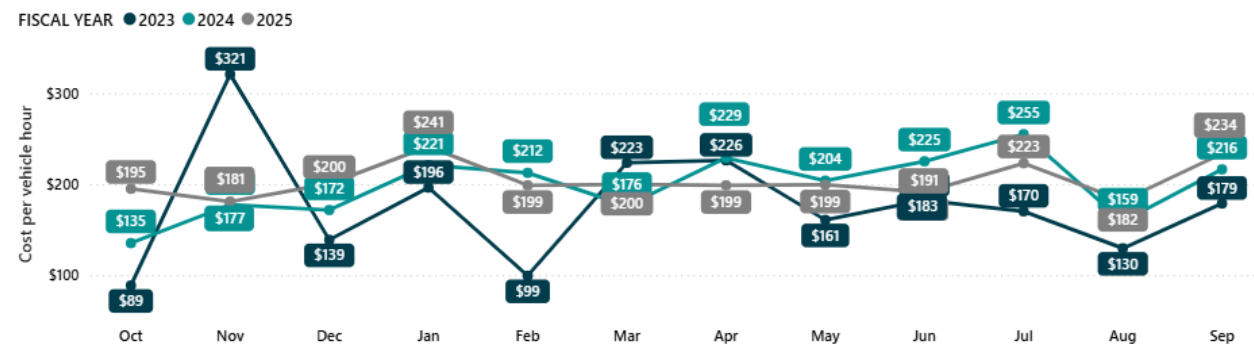
System-wide cost per vehicle hour was \$197 in FY2025. It increased by 5% compared to FY2024 (\$189).

- For CapMetro Bus, Rapid, and Express, the cost per vehicle hour was \$204 in FY2025. This was 2% higher than FY2024 (\$199).
- For CapMetro Rail, the cost per vehicle hour was \$1,561 in FY2025. This was 0.4% lower than FY2024 (\$1,567).
- For CapMetro Access, the cost per vehicle hour was \$174 in FY2025. This was 8% higher than FY2024 (\$161).
- For CapMetro Pickup, the cost per vehicle hour was \$102 in FY2025. This was 8% higher than FY2024 (\$94).

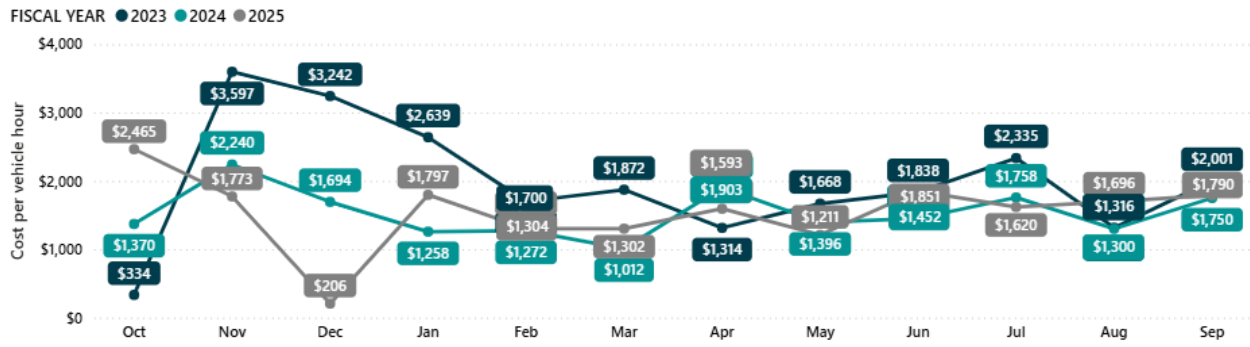
System-Wide Cost per Vehicle Hour



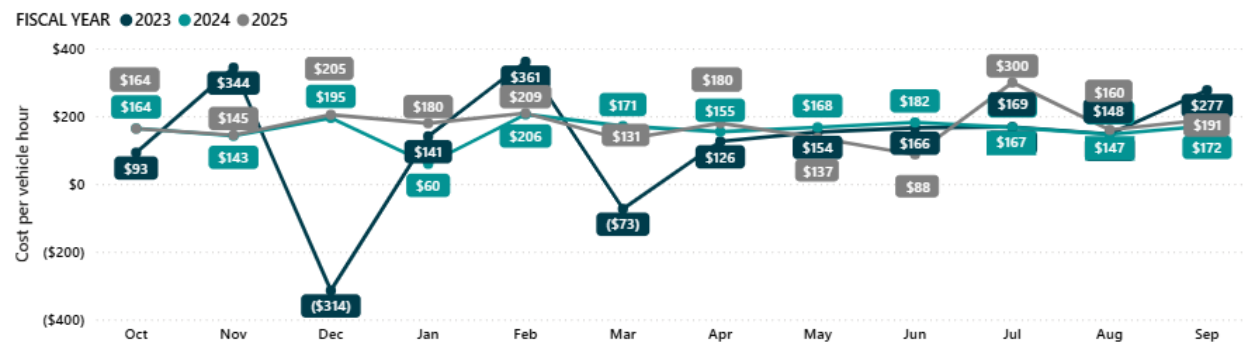
CapMetro Bus, Rapid, and Express Cost per Vehicle Hour



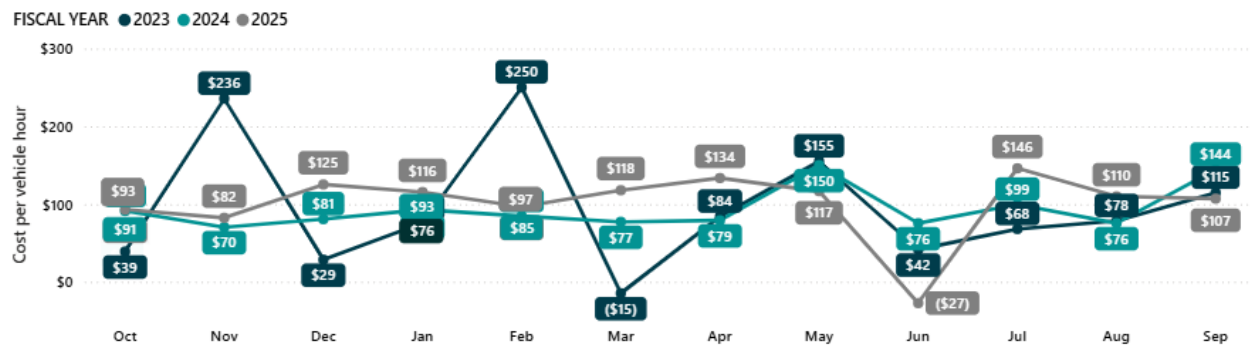
CapMetro Rail Cost per Vehicle Hour



CapMetro Access Cost per Vehicle Hour



CapMetro Pickup Cost per Vehicle Hour





Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2025-1669

Agenda Date: 11/5/2025

Monthly update on CapMetro Public Safety and Security Initiatives - November 2025



Public Safety Program Update

CapMetro Board of Directors
Operations, Planning, and Safety Committee

November 5, 2025

Agenda



Notable Incidents and
Events



Preparation



Security Technology
Projects Overview



Community
Intervention Program
Update

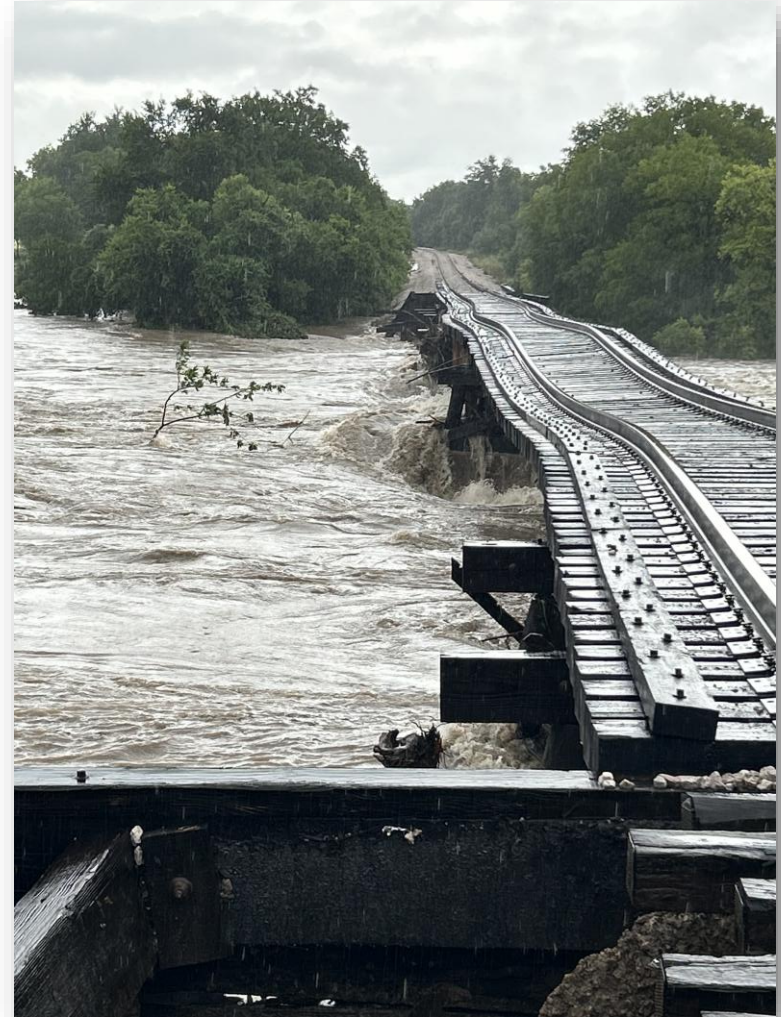


Transit Police
Department Update



Notable Incidents and Events

- Flood recovery support
 - We coordinated a shuttle from the Sandy Creek neighborhood
 - August 26 met with FEMA to kick off the disaster recovery process for damaged CapMetro infrastructure
- Austin City Limits (ACL) music festival
 - Coordinated with CapMetro Operations to provide support for ACL increased traffic/activity



Preparation



Training | Bomb Recognition & Situational Awareness



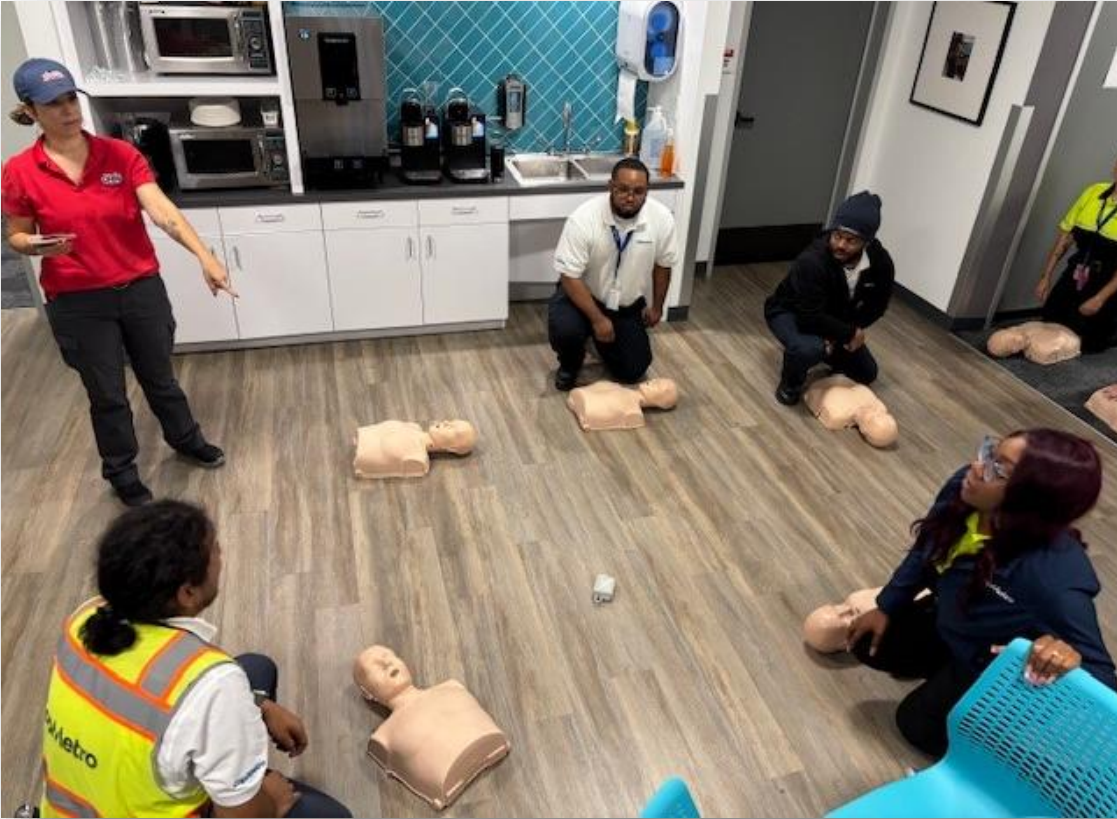
The Public Safety Ambassador team partnered with the Austin Police Department Bomb Squad to deliver a specialized training focused on bomb recognition and situational awareness. This collaborative session brought together key stakeholders, including CapMetro Transit Police, Public Safety Ambassadors, and representatives from the Downtown Austin Alliance (DAA), reinforcing a shared commitment to safety and preparedness across our community.

Training | Stop the Bleed

- Public Safety Ambassadors completed Stop the Bleed training at UT to strengthen their emergency response capabilities
- The training emphasized identifying life-threatening bleeding and administering critical aid before professional responders are on the scene
- Participants received hands-on instruction on bleeding control techniques, including direct pressure, wound packing, and tourniquet application



Training | CPR



- Public Safety Ambassadors completed CPR certification
- Participants learned how to recognize cardiac arrest and initiate prompt life-saving measures
- Public Safety Ambassadors gained hands-on experience which strengthened confidence in delivering life-saving interventions prior to EMS arrival

Training | Mental Health First Aid

Through collaboration with our CIS partners, Public Safety Ambassadors strengthen community engagement and service delivery throughout the CapMetro system.



Training | Role Play Scenarios



Public Safety Ambassadors engaged in role play exercises alongside CapMetro Transit Police Department officers to deepen their understanding of transit specific scenarios and challenges.

PSAs: Turning Training into Action for Safer Service

Public Safety Ambassadors apply their training to real-world situations, enhancing both service quality and safety throughout the CapMetro community.





Physical Security Technology

Projects Overview

Security Technology Projects Overview

- Public Address Systems
 - All Rail Stations
 - Tech Ridge and Westgate Transit Centers
- Access control system replacement
- Park & Ride camera replacement
- Capital Project support
 - New North Base Demand Response facility
 - 3100 E. 5th second phase
 - Goodnight Ranch and Expo Center Park & Rides





Community Intervention Program

Community Intervention Specialist Activities

Key Performance Indicators	August and September 2025
Engagements	196
Referrals	40
Housing	2
Shelter	2



Community Intervention Specialist Activities



- Shelter & Housing Successes
 - Crestview Station → Marshalling Yard
 - Rail encampments → Green Doors
 - Domestic violence victim → SAFE shelter
- Mental health first aid training

Transit Police Department



01 July 2025 – 30 September 2025

Executive Summary & Overview

Metric	July	August	September	Trend
Reports/Events	48	22	40	Volatile: Sharp drop in August, strong rebound in September.
Arrests	8	5	11	Increasing: Doubled from July to September.
Citations	5	3	6	Steady
CAD Events*	413	303	499	Surged in September (Highest of the Quarter).

August marked an anomaly, recording the lowest levels of activity across all key metrics. September showed a strong rebound, with notable increases—particularly in arrests and CAD event volume—signaling a return to typical operational levels.

Location Analysis - Areas of Focus

Location	July	August	September
Bus Stops	30	21	27
On Buses	16	10	22
CapMetro Property	26	6	18

- Bus Stops consistently had the highest level of activity each month, confirming them as the primary focus area for patrols
- Incidents on buses nearly doubled from August 10 to September 22

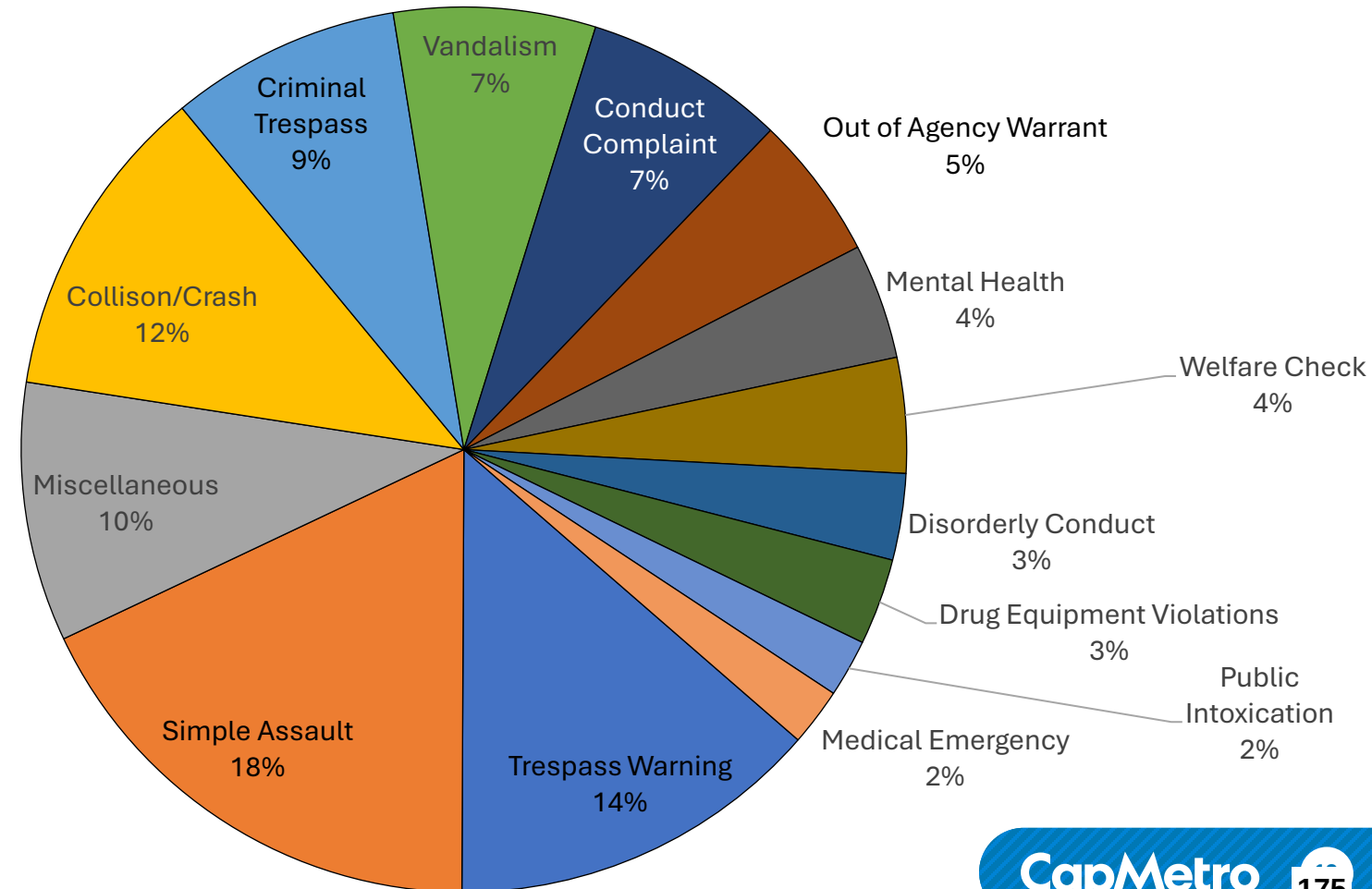
Crime Overview

Offenses Reported	
Trespass Warning	13
Simple Assault	17
Miscellaneous	9
Collison/Crash	11
Criminal Trespass	8
Vandalism	7
Conduct Complaint	7
Out of Agency Warrant	5
Mental Health	4
Welfare Check	4
Disorderly Conduct	3
Drug Equipment Violations	3
Public Intoxication	2
Medical Emergency	2
Found Property	2
Indecent Exposure	2
Larceny	2
Agency Assist	1
Failure To Identify To Police Officer	1
Indecent Assault	1
Death of Undetermined Origin	1
Abandoned Vehicle	1
Theft from Building	1
Aggravated Assault	2
Possession of Drug Paraphernalia	1
Terroristic Threat	1
Field Contact	1
Robbery	1

Crime Overview

01 July – 30 Sep

Top 15 Offenses



National Transit Database Reportable Events

Operator Involved Assaults		
Year-To-Date	August	September
8	3	1
National Transit Database (NTD) Reportable Events		
Type	August	September
Major Events S&S 40	0	2
Non-Major Events S&S 50	17	17

- A security event that results in an injury requiring transport away from the scene, or fatality are classified as major events requiring a report to the National Transit Database (NTD), which is administered by the Federal Transit Administration (FTA)
- There are other NTD reportable safety & security events security (S&S), such as evacuations for life safety reasons, or a collision between vehicles which requires towing.

CapMetro

Thank you!