



**Agenda - Final**  
**Capital Metropolitan**  
**Transportation Authority**  
**Board of Directors**

2910 East 5th Street  
Austin, TX 78702

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**Monday, November 17, 2025**

**12:00 PM**

**Rosa Parks Boardroom**

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This meeting will be livestreamed at [capmetrotx.legistar.com](http://capmetrotx.legistar.com)

**I. Call to Order**

**II. Safety Briefing:**

**III. Public Comment:**

**IV. Advisory Committee Updates:**

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee
3. Public Safety Advisory Committee (PSAC)

**V. Board Committee Updates:**

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee
3. CAMPO update
4. Austin Transit Partnership Update

**VI. Consent Items:**

1. Approval of minutes from the October 20, 2025 board 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 contract with the eConsortium Group for Cisco Smartnet network hardware and software support, for a term of three (3) years, in a total amount not to exceed \$696,990.

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.

## **VII. Action Items:**

1. 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 an initial term of fifty (50) years which will automatically renew for additional terms of 50 years each, unless terminated, waiving any and all annual license fees for the term of the agreement.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Joe Bland Construction LLC 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 \$4,730,194 plus 25% contingency, for a total not to exceed amount of \$5,912,742.
3. Approval of a resolution awarding President & CEO Dottie Watkins adjustment to pay equal to 4% of her annual salary and a one-time performance achievement bonus equal to 8% of base pay based on her Fiscal Year 2025 annual performance review. The adjustment to pay will be awarded retroactively to October 1, 2025, in accordance with the Employment Agreement.

## **VIII. Discussion Items:**

1. Update on CapMetro Capital Projects

## **IX. Report:**

1. President and CEO Monthly Update - November 2025

## **X. Executive Session under Chapter 551 of the Texas Government Code:**

1. Section 551.071 for consultation with an attorney regarding legal issues, including pending litigation, related to Project Connect
2. Section 551.074 for Personnel Matters related to President & CEO annual performance evaluation.

## **XI. Memo:**

Note: Memo for information only. Will not be discussed at meeting.

1. Memo: Streets for Transit: Volume 2 and Transit Speed and Reliability ILA FY 2026 Work Plan (November 10, 2025)

**XI. Items for Future Discussion:****XII. 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](mailto:ed.easton@capmetro.org) if you need more information.*

*BOARD OF DIRECTORS: Jeffrey Travillion, Chair; Paige Ellis, Vice Chair; Becki Ross, Secretary; Eric Stratton, Matt Harriss, Dianne Bangle, Chito Vela and Zo Qadri.*

*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

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Board of Directors

**Item #:** AI-2021-189

**Agenda Date:** 3/28/2022

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Customer Satisfaction Advisory Committee (CSAC)



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2021-190

**Agenda Date:** 3/28/2022

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Access Advisory Committee

**Capital Metropolitan Transportation Authority**

**Access Advisory Committee**

**Wednesday, November 5, 2025**

**5:30 PM**

***Virtual Presentation***

**CapMetro Employees:** Peter Breton, Licelda Briones, Kelsey Lammy, Art Jackson, Julie Lampkin, Roberto Velasquez, David Chapa Jr., Kris Turner, Linda English.

**Committee Members:** Steven Salas, Paul Hunt, Glenda Born, Mike Gorse, Ricardo Leon, Audrea Diaz.

**Guests:** Alex Fairbanks, Joshua Gutierrez (MTM), Mayra Jimenez, Chris Westbrook, Rebecca Allbritton.

***Meeting called to order at 5:30 PM***

**Welcome / Introductions / Call to Order**

*Chair Hunt*

**Approval of the October 2025 minutes:** Steven Salas / 2<sup>nd</sup> by Glenda Born – passes unanimously.

**Public Communications**

**Glenda Born, Audrea Diaz, and Art Jackson** provided public communication.

**Work Planning Session**

*Faciliated by Staff Liaison*

The Committee Members and CapMetro Staff discuss ways to improve committee experience as well as topics to include in 2026 agenda items.

***Meeting adjourned at 7:02 PM***



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2022-329

**Agenda Date:** 1/24/2022

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Public Safety Advisory Committee (PSAC)

**Capital Metropolitan Transportation Authority**

**Public Safety Advisory Committee (PSAC)**

**Friday, October 31, 2025**

**11:30 AM**

***Virtual Presentation***

**CapMetro Employees:** Renearl Bowie, Licelda Briones, Israel Herevia, Darryl Jamail, Kelsey Lammy, Troy Officer, Brian Robinson, Joseph Rose, Yvonne Wilson, Holly Winge.

**Committee Members:** Katherine Kalinowski, Matthew Kojm, Adam Powell, Jason Rosson, Monica Sanchez, Lauren Taylor.

**Guests:**

***Meeting called to order at 11:39AM***

**Welcome / Introductions / Call to Order**

*Chair Taylor*

**Approval of the August minutes** – Lauren Taylor / 2<sup>nd</sup> by Adam Powell – passes unanimously.

**Public Communications**

N/A

**Staff Updates**

*Community Engagement*

*Transit Police Department*

**Public Safety & Emergency Management Report (August & September 2025)**

*RenEarl Bowie, Chief of Police*

*Darryl Jamail, Sr. Director of Public Safety and Emergency Management*

**Participated in Discussion / Q&A:**

*Adam Powell, Lauren Taylor.*

***Meeting adjourned at 12:14 PM***



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2025-1683

**Agenda Date:** 11/17/2025

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Approval of minutes from the October 20, 2025 board meeting.



**Minutes**  
**Capital Metropolitan**  
**Transportation Authority**  
**Board of Directors**

2910 East 5th Street  
Austin, TX 78702

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**Monday, October 20, 2025**

**12:00 PM**

**Rosa Parks Boardroom**

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**I. Call to Order**

12:00 p.m. Meeting Called to Order

<b>Present:</b>	Travillion, Ross, Harriss, Bangle, Ellis, and Vela
<b>Absent:</b>	Stratton, and Qadri

**II. Safety Briefing:**

**III. Public Comment:**

Karla Martinez provided public comments. Zenobia Joseph also provided public comments following the vote taken on the Consent Agenda.

**IV. Advisory Committee Updates:**

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee
3. Public Safety Advisory Committee (PSAC)

**V. Board Committee Updates:**

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee
3. CAMPO update

No report was given this month.

4. Austin Transit Partnership Update

No report was given this month as there has not been an ATP board meeting since the last report was given.

**VI. Consent Items:**

A motion was made by Board Member Vela, seconded by Secretary of the Board Ross, to approve the Consent Agenda. The motion carried by the following vote:

- Aye:** Travillion, Ross, Harriss, Bangle, Ellis, and Vela
1. Approval of the minutes from the September 10, 2025 public hearing and September 22, 2025 board meeting.
  2. Approval of a resolution appointing Matthew Kojm to the Public Safety Advisory Committee.
  3. Approval of a resolution appointing Benjamin Lombardo to the Customer Satisfaction Advisory Committee.
  4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Plante Moran, PLLC for external audit services, with a base term of three years and two option years, in a total amount not to exceed \$1,383,200.
  5. 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.
  6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with City of Austin for employee transit passes for a one (1) year base period from January 1, 2026, to December 31, 2026, and four (4) optional extension periods for a not-to-exceed amount of \$200,000 per year.
  7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin to subsidize annual passes on CapMetro Bikeshare for staff and students at a reimbursement rate to CapMetro of \$45.00 per student and \$90.00 per staff member, with up to three (3) optional one-year extension periods.

## VII. Action Items:

1. Approval of a resolution adopting the 2026 CapMetro Board Meeting Calendar.

A motion was made by Board Member Harriss, seconded by Vice Chair Ellis, that this Resolution be adopted. The motion carried by the following vote:

**Aye:** Travillion, Ross, Harriss, Bangle, Ellis, and Vela

2. Approval of a resolution adopting the FY2026 Annual Internal Audit Plan.

A motion was made by Board Member Bangle, seconded by Board Member Vela, that this Resolution be adopted. The motion carried by the following vote:

**Aye:** Travillion, Ross, Harriss, Bangle, Ellis, and Vela

3. Approval of a resolution authorizing the President & CEO, or her designee, to execute an agreement with Clear Channel Outdoor, LLC to manage CapMetro's transit advertising program for a one (1) three-year base period with three (3) renewable option periods of two (2) years each for a guaranteed payment to CapMetro of \$7,727,250 in the base period, and a total guaranteed payment of \$25,397,765 with the base and options.

A motion was made by Secretary of the Board Ross, seconded by Vice Chair Ellis, that this Resolution be adopted. The motion carried by the following vote:

**Aye:** Travillion, Ross, Harriss, Bangle, Ellis, and Vela

4. 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 Board Member Vela, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

**Aye:** Travillion, Ross, Harriss, Bangle, and Vela

**Nay:** Ellis

#### **VIII. Report:**

1. President and CEO Monthly Update - October 2025

#### **IX. Executive Session of Chapter 551 of the Texas Government Code:**

Board went into Executive Session with a quorum present at 1:15 p.m., returning from Executive Session at 2:15 p.m.

1. Section 551.074 for Personnel Matters related to President & CEO annual performance evaluation
2. Section 551.071 for Consultation with an Attorney regarding Legal Issues related to the Disadvantaged Business Enterprise Program

#### **X. Items for Future Discussion:**

#### **XI. Adjournment**

2:15 p.m. Meeting Adjourned

#### **ADA Compliance**

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*BOARD OF DIRECTORS: Jeffrey Travillion, Chair; Paige Ellis, Vice Chair; Becki Ross, Secretary; Eric Stratton, Matt Harriss, Dianne Bangle, Chito Vela and Zo Qadri.*

*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.*

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Board of Directors

Item #: AI-2025-1642

Agenda Date: 11/17/2025

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**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:** \_\_\_\_\_

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Board of Directors

Item #: AI-2025-1653

Agenda Date: 11/17/2025

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with the eConsortium Group for Cisco Smartnet network hardware and software support, for a term of three (3) years, in a total amount not to exceed \$696,990.

**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:** Maintaining a robust, reliable, and secure network ensures the continuity of CapMetro’s information systems. The Cisco Smartnet support agreement is a technical support service that allows eConsortium and CapMetro direct access to Cisco’s Technical Assistance Center (TAC) to ensure resolution of critical network issues and a procurement vehicle to purchase Cisco network equipment in addition to providing the licensing for the products.

**BUSINESS CASE:** The Cisco Smartnet support agreement will provide licensing, maintenance, and professional services for CapMetro’s network infrastructure. The support agreement will include the ability to directly access specialized Cisco technical services to assist staff in the management and resolution of production issues that may arise.

**COMMITTEE RECOMMENDATION:** The item was presented and recommended for approval by the Finance, Audit and Administration Committee on November 5, 2025.

**EXECUTIVE SUMMARY:** CapMetro depends on a robust, redundant, and secure network while also allowing for the expansion of the network to keep up with the service demands of CapMetro customers and departments. This Contract with eConsortium will assist CapMetro in expanding and maintaining a highly available and resilient information systems network.

**SBE PARTICIPATION:** A 0% SBE goal was assigned to this procurement, which did not include subcontract

opportunities.

PROCUREMENT: CapMetro will utilize the Texas Department of Information Resources (DIR), Contract Number DIR-CPO-5347, held by the eConsortium Group, for Cisco Branded Products and Related Services, to provide Cisco SmartNet Network Hardware and Software Support.

DIR 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 DIR contracts satisfy otherwise applicable competitive bidding requirements.

Pricing for Cisco SmartNet Network Hardware and Software Support was determined to be fair & reasonable by the DIR organization during its solicitation and award process. The following is the eConsortium Group's lump sum pricing for Cisco SmartNet Network Hardware and Software Support, for a three (3) year term from notice to proceed:

Description	Lump Sum Price	
Cisco SmartNet 3-Year Network Hardware and Software Support	\$696,990.	

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2025-1653**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro Management recognize the need to provide highly available systems for internal and external customers; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro Management endeavor to provide reliable and secure networking solutions.

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 the eConsortium Group for Cisco Smartnet network hardware and software support, for a term of three (3) years, in a total amount not to exceed \$696,990.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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Board of Directors

Item #: AI-2025-1661

Agenda Date: 11/17/2025

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**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 4<sup>th</sup> 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

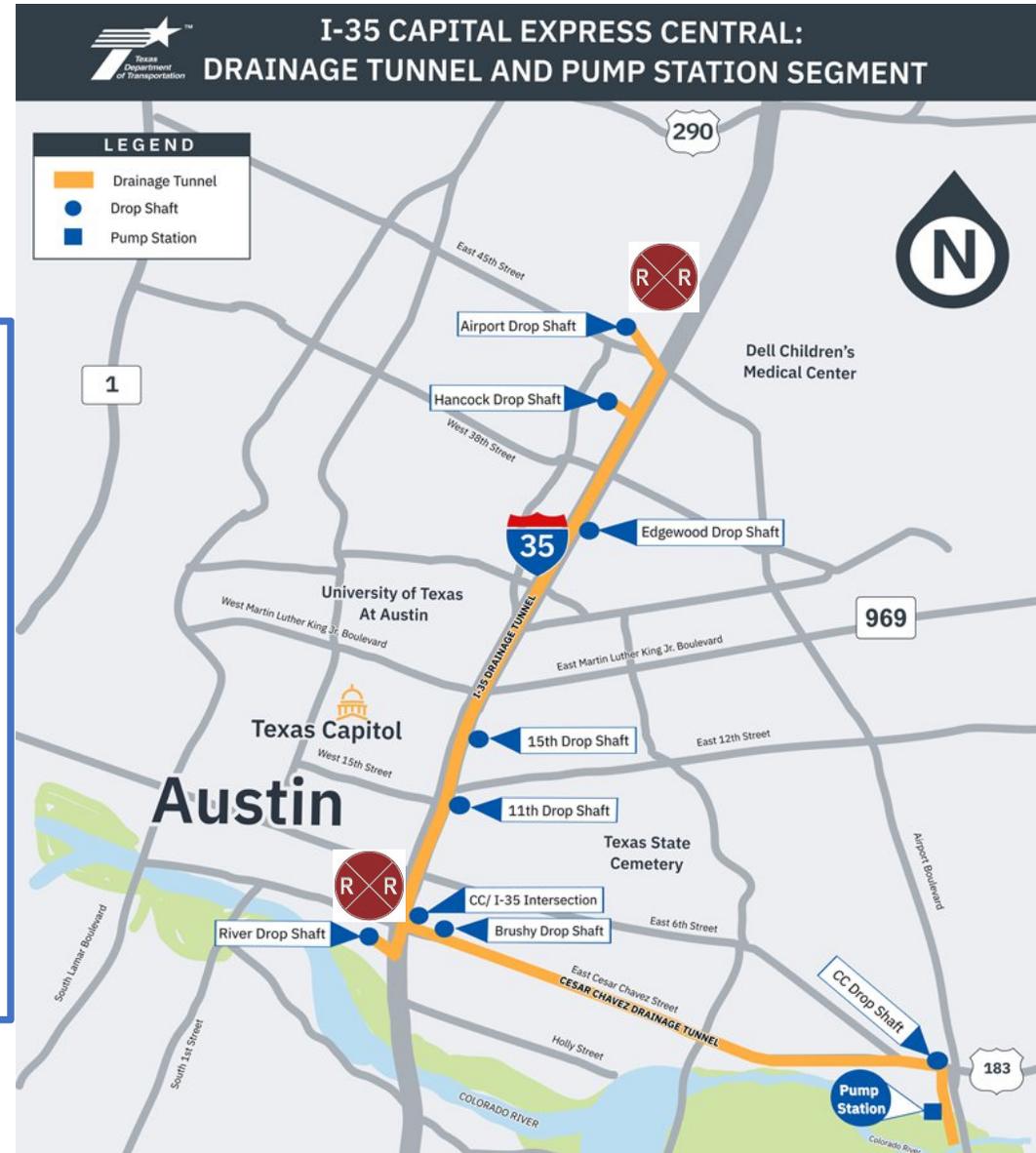
## License to Use Rail Right-of-Way

November 17, 2025

CapMetro Board Action

# I-35 Capital Express Central Drainage Tunnel

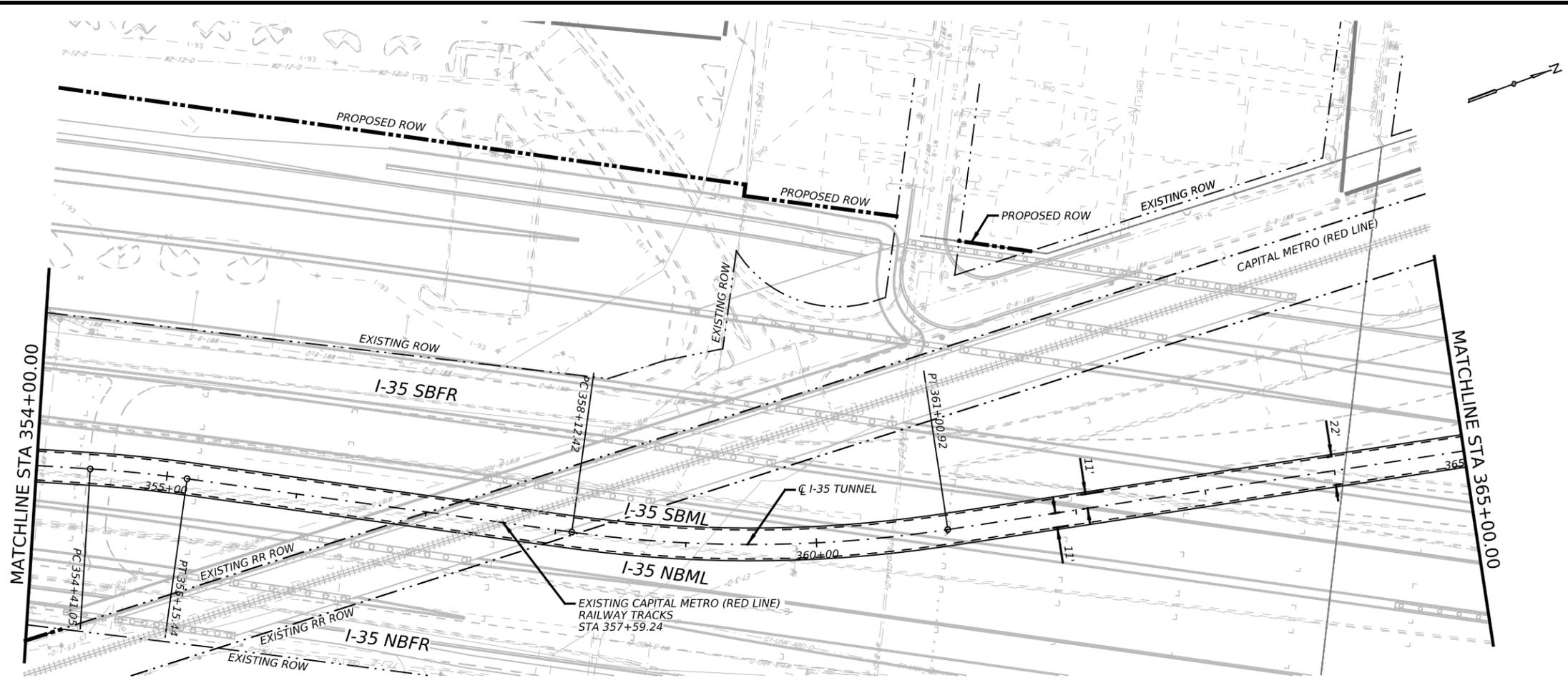
- 22' Diameter Drainage Tunnel
- ~ 65' Below Surface
- Crosses below Red Line R.O.W.
  - 4<sup>th</sup> Street @ I-35
  - Airport Blvd. @ I-35
- Perpetual Agreement
- Vibration monitoring during construction to ensure no rail impact



CapMetro

Thank you!

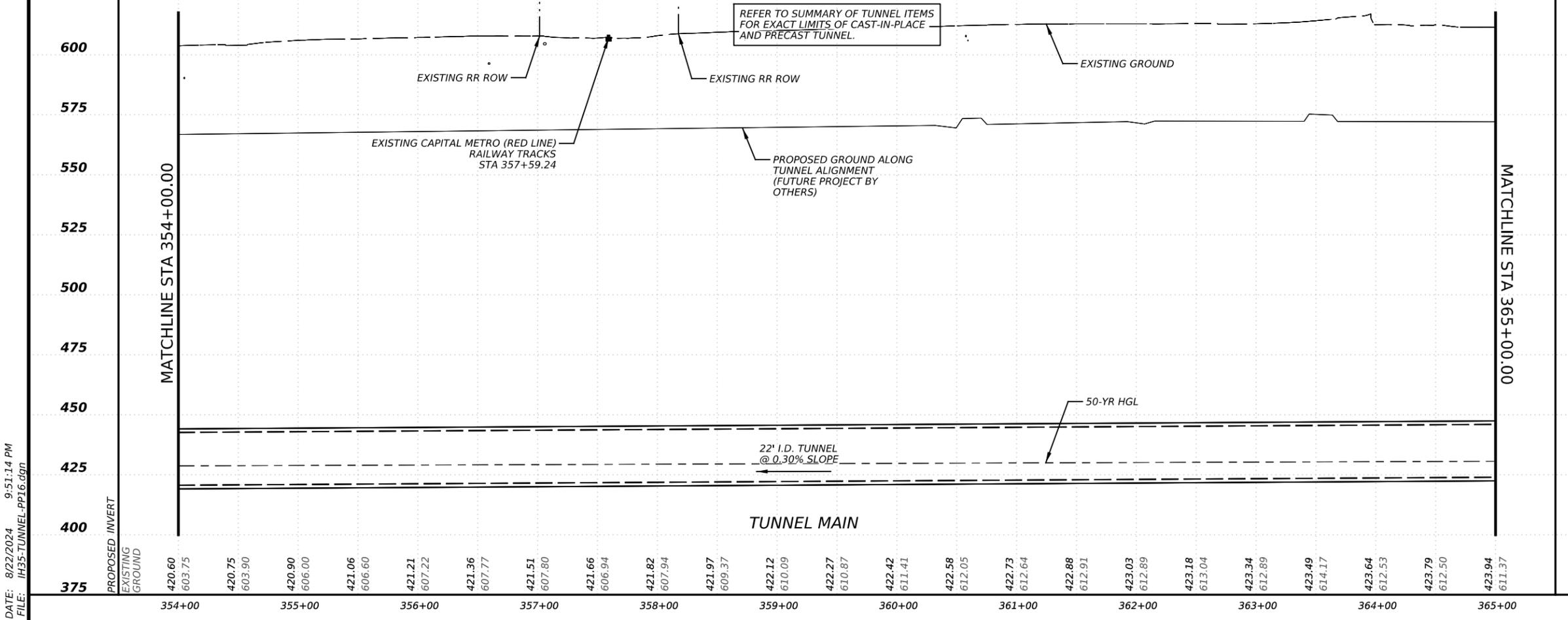
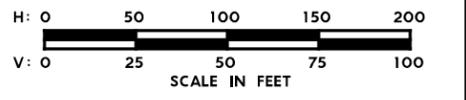
DW: LG  
 CK: BH  
 CK: LG



**LEGEND**

	PROPOSED TUNNEL
	EXIST ROW
	PROPOSED ROW
	PROPOSED EDGE OF PAVEMENT
	CONSTRUCTION PERIMETER FENCE WITH SCREEN
	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
08/23/2024 <i>Brandon Hilbrich</i>			
<b>CAPITAL EXPRESS CENTRAL DRAINAGE TUNNELS</b> <b>I-35 TUNNEL</b> <b>PLAN AND PROFILE</b> <b>STA 354+00 TO STA 365+00</b>			
SCALE: 1"=100'-H 1"=50'-V			
SHEET 16 OF 17			26
CONT	SECT	JOB	HIGHWAY
0015	13	433, ETC.	IH 35
DIST	COUNTY	SHEET IN	
AUS	TRAVIS	264	

DATE: 8/22/2024 9:51:14 PM  
 FILE: IH35-TUNNEL-PP16.dgn

**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 11<sup>th</sup> 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. 11<sup>th</sup> 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.

**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 11<sup>th</sup> 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.

#### **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. 11<sup>th</sup> 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.

Board of Directors

Item #: AI-2025-1659

Agenda Date: 11/17/2025

**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 an initial term of fifty (50) years which will automatically renew for additional terms of 50 years each, unless terminated, 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 will be presented to the Board of Directors at the Board meeting on November 17, 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 an initial term of fifty (50) years which will automatically renew for additional terms of 50 years each, unless terminated, waiving any and all annual license fees for the term of the agreement.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**CapMetro**

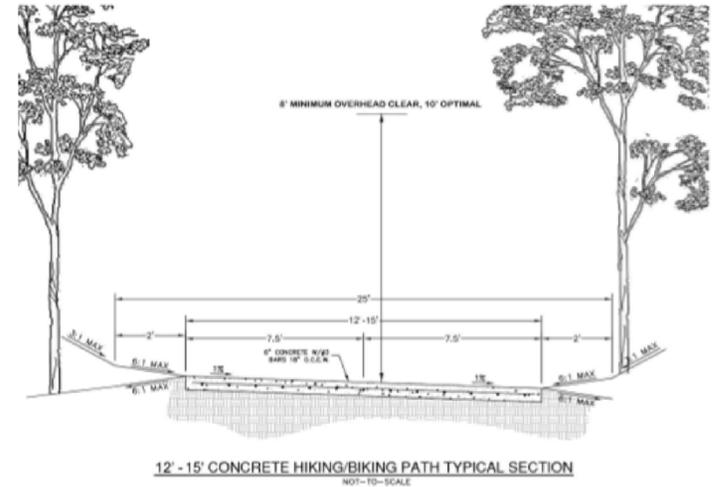
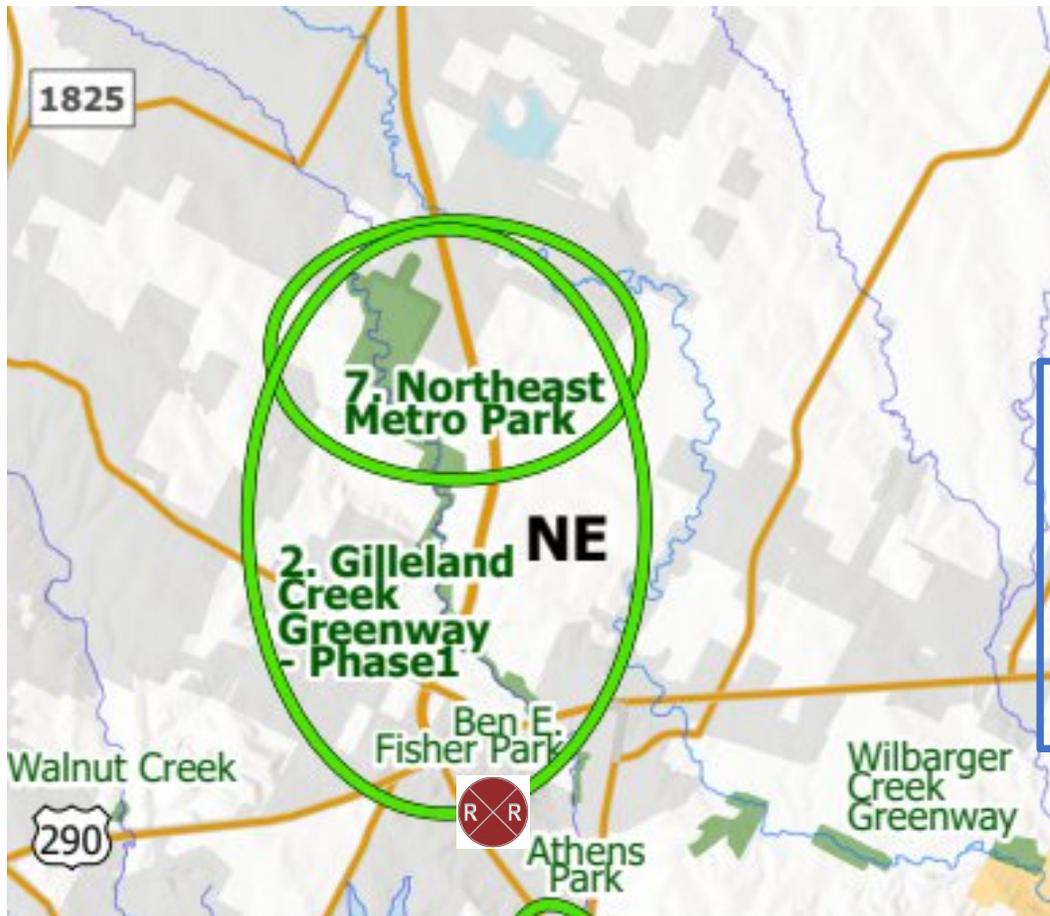
Travis County  
Gilleland Creek Greenway Trail

License to Use  
Rail Right-of-Way

November 17, 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 options
- 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 have an initial term of 50 years (the “Initial Term”). Thereafter, the Agreement will automatically renew for additional terms of 50 years each~~continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein~~, unless terminated by mutual agreement of the Parties or 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 1-time license fee (“License Fee”) of \$9750.00 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. 5<sup>th</sup> 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: \_\_\_\_\_

By: \_\_\_\_\_

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

**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:

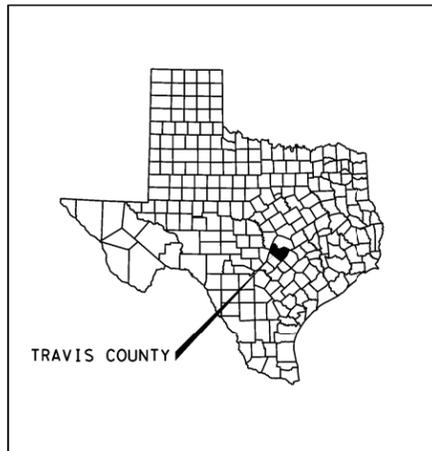
\_\_\_\_\_  
TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES DATE

\_\_\_\_\_  
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



TEXAS COUNTY MAP  
N. T. S.

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.

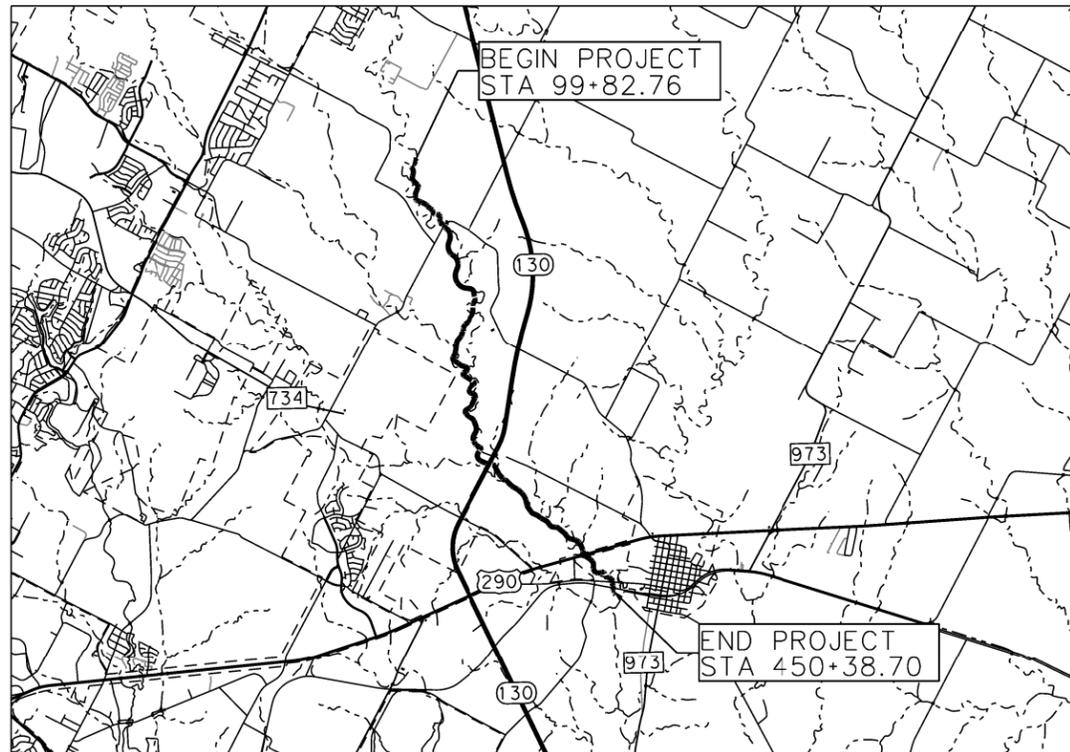
THIS PROJECT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

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



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10801 N. MOPAC 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.rviengineering.com

Plotted on: 7/17/2024

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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:

1. 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.
2. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE APPROVED PLANS. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE PLAN REVISIONS AND APPROVAL BY CAPITAL METRO (CAPMETRO).
3. 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.

4. THE CONTRACTOR SHALL NOTIFY CapMetro AT LEAST THREE WEEKS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN RAILROAD RIGHT-OF-WAY.
5. 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.
6. 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.
7. 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.



TRAVIS COUNTY, TEXAS  
TRANSPORTATION AND NATURAL  
RESOURCES DEPARTMENT  
MAILING ADDRESS:  
COUNTY CLERK'S OFFICE  
SERVICES DIVISION  
(512) 854-9383 FAX: 854-4626

PRECINCT: 1 / 2

TITLE: GILLELAND CREEK

GENERAL  
NOTES

PAPE-DAWSON ENGINEERS	AUSTIN   SAN ANTONIO   HOUSTON   FORT WORTH   DALLAS 1800 W. MARSH CANY. BLVD. SUITE 200   FORT WORTH, TX 76104   (817) 335-8881 WWW.PAPE-DAWSON.COM	SHEET NO.	NO.	REVISION	BY	DATE
		2				

Plotted on: 8/15/2024

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- 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

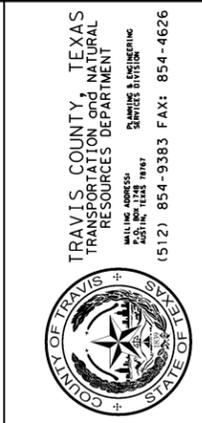


ENTER THE ROW. WORK IMPACTING RAILROAD SERVICES MAY REQUIRE A NIGHT OR WEEKEND SCHEDULE IF A FORM B CANNOT BE USED.

- 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.



TITLE: GILLELAND CREEK PRECINCT: 1 / 2

GENERAL NOTES



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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](http://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



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(512) 854-9383 FAX: 854-4626

PRECINCT: 1 / 2

TITLE: GILLELAND CREEK

GENERAL  
NOTES

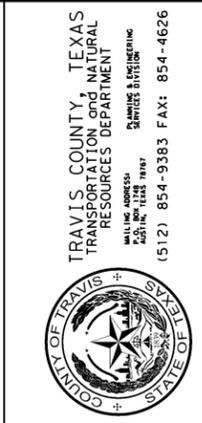
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GRADE SEPARATION PROJECT WILL INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF FLOW IN SUCH ELEMENTS, SUCH A DESIGN MUST BE REVIEWED AND APPROVED BY THE RAILROAD.

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.



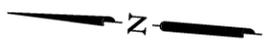
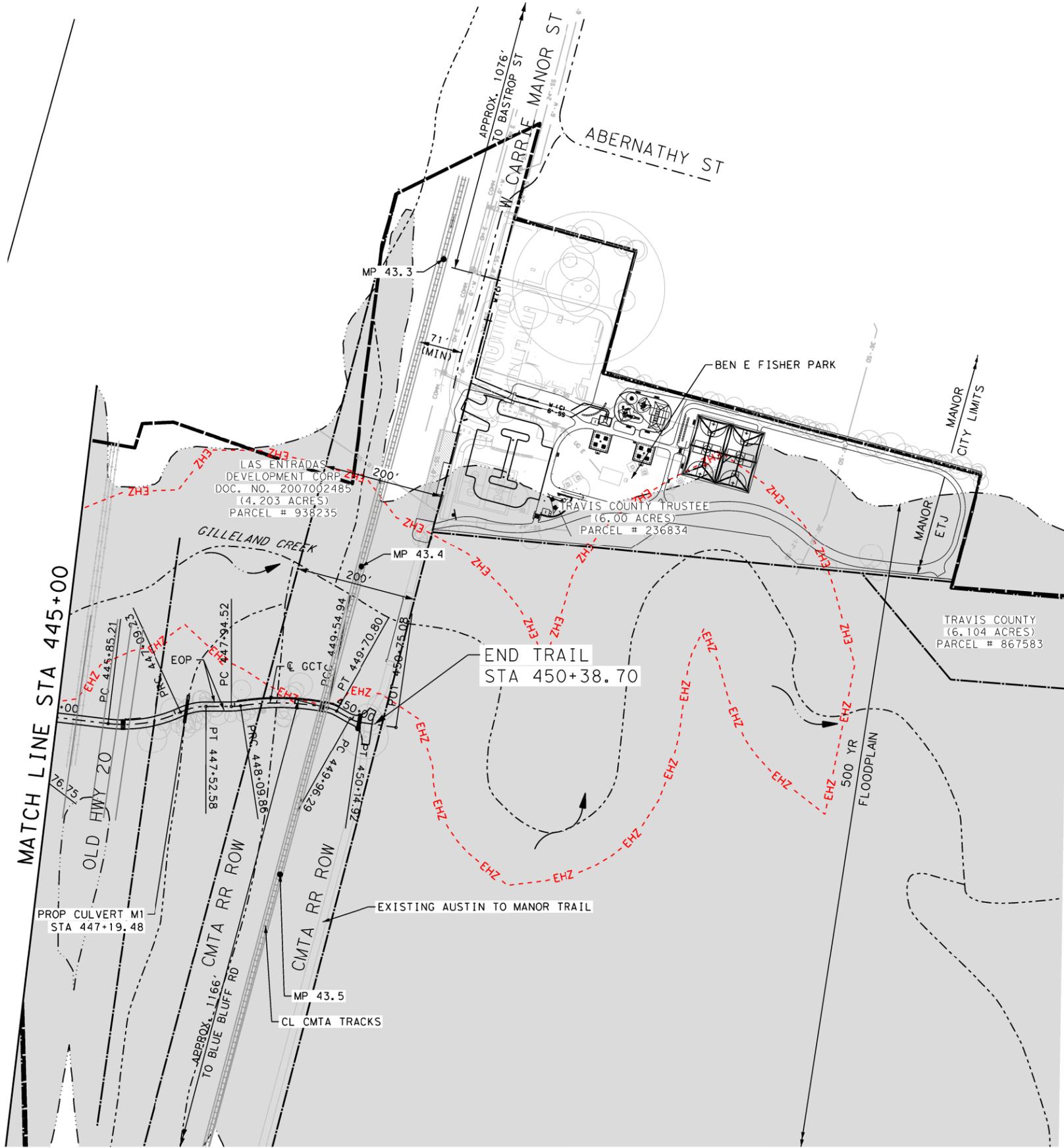
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 AUSTIN, TEXAS 78701  
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PRECINCT: 1 / 2

TITLE: GILLELAND CREEK

GENERAL  
 NOTES

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- 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

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PRECINCT: 1 / 2

SCALE: PLAN 1" = 200'

TITLE: GILLELAND CREEK

**PROJECT LAYOUT**  
 STA 445+00 TO  
 END PROJECT

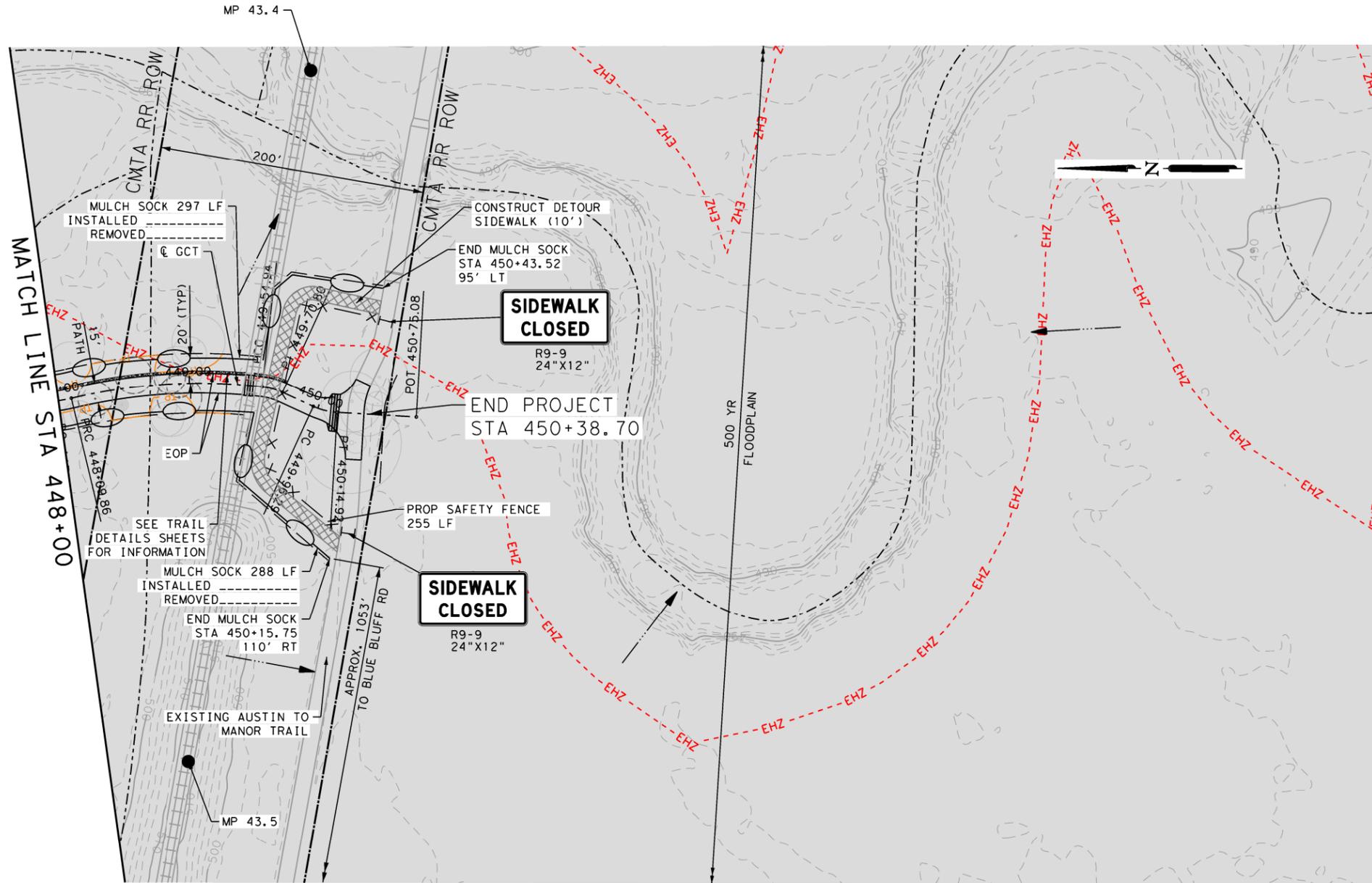
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 8/15/2024

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SHEET NO. 6  
 SHEET 8 OF 75

Plotted on: 8/15/2024

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**SW3P LEGEND**

- 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)

- SW3P NOTES**
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 MEASURES 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 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.
  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

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PRECINCT: 1 / 2

TITLE: GILLELAND CREEK  
**EROSION SEDIMENTATION CONTROL PLAN**  
STA 448+00 TO END PROJECT

Heather McNeal

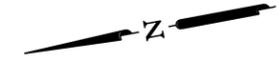
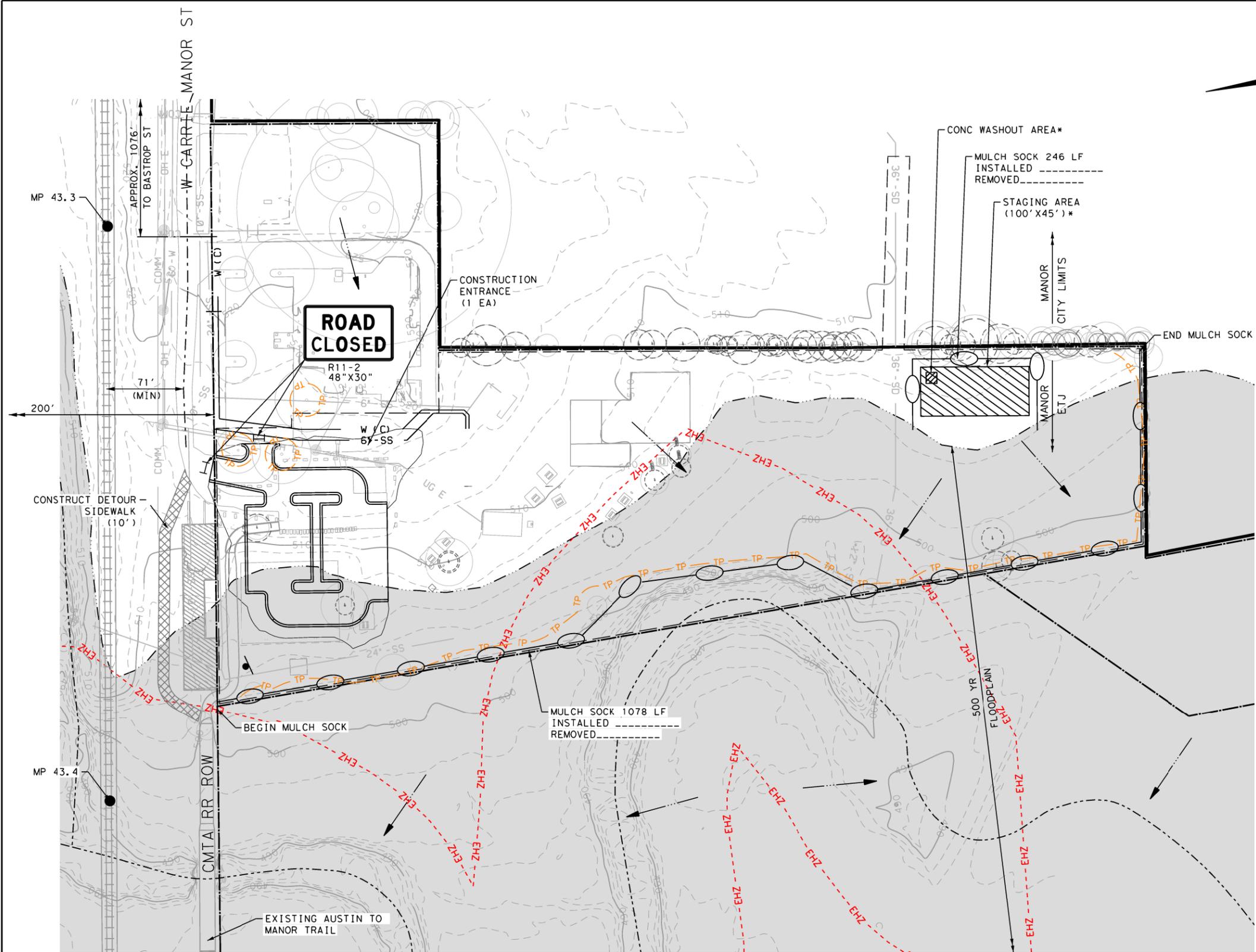
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SHEET NO. 7  
SHEET 17 OF 76

Plotted on: 8/15/2024

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- ### SW3P LEGEND
- 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)

- ### SW3P NOTES
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 MEASURES SHOWN ARE MINIMUM REQUIREMENTS BASED UPON PROJECT DESIGN. INSTALLATION OF SW3P MEASURES WILL BE SHOWN AND MODIFIED TO ACCOMMODATE ACTUAL FIELD CONDITIONS.
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  5. ROCK FILTER DAM SHOULD BE PLACED AT THE DOWNSTREAM END OF DRAINAGE STRUCTURES IDENTIFIED IN PLANS AND WITHIN THE LIMITS OF CONSTRUCTION. ROCK FILTER DAM 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.
  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

\* - CONTRACTOR TO DETERMINE ACTUAL LOCATION BASED ON FIELD CONDITIONS. CONC WASHOUT, TEMPORARY DRN PIPES, AND TEMPORARY ACCESS ROAD ARE SUBSIDIARY TO VARIOUS BID ITEMS. CONCRETE WASHOUT MUST INCLUDE PLASTIC LINER.

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PRECINCT: 1 / 2

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

Heather McNeal  
8/15/2024

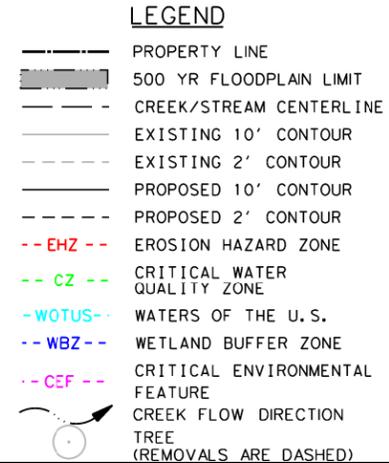
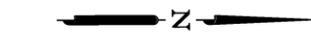
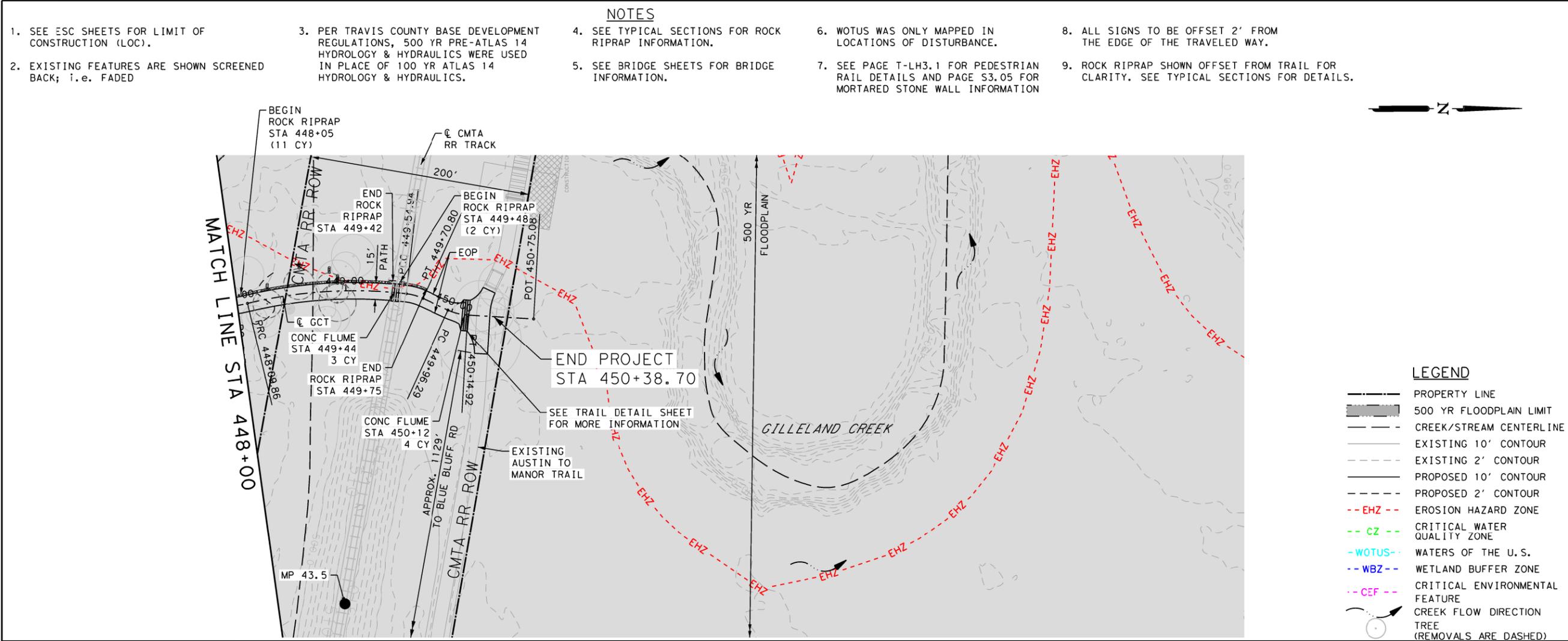
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SHEET 18 OF 77

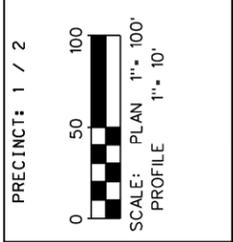
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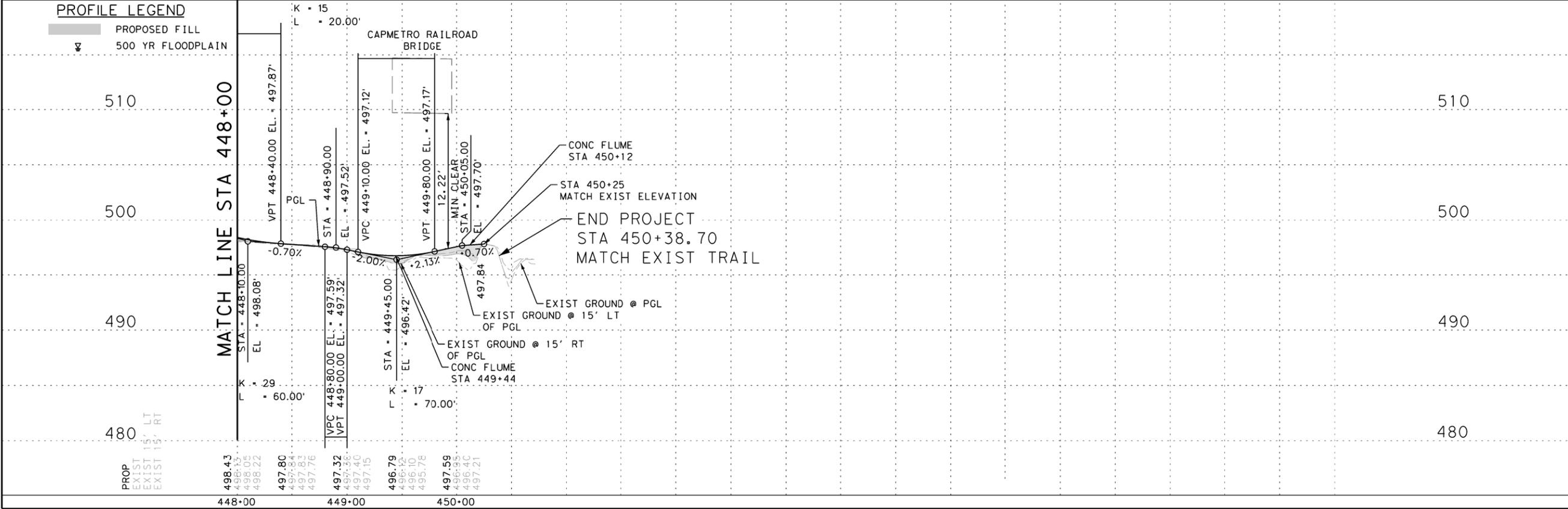
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TITLE: GILLELAND CREEK

**PLAN AND PROFILE**  
STA 448+00 TO END PROJECT

Heather McNeal  
8/15/2024

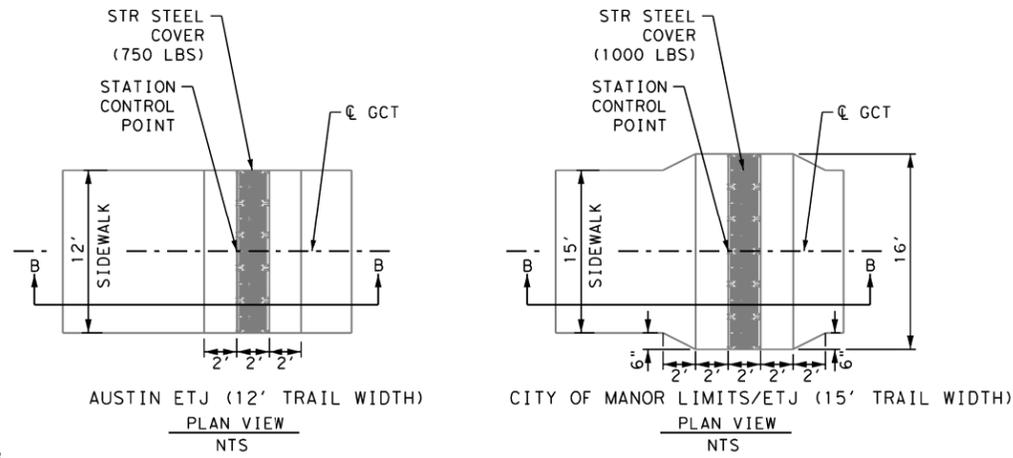


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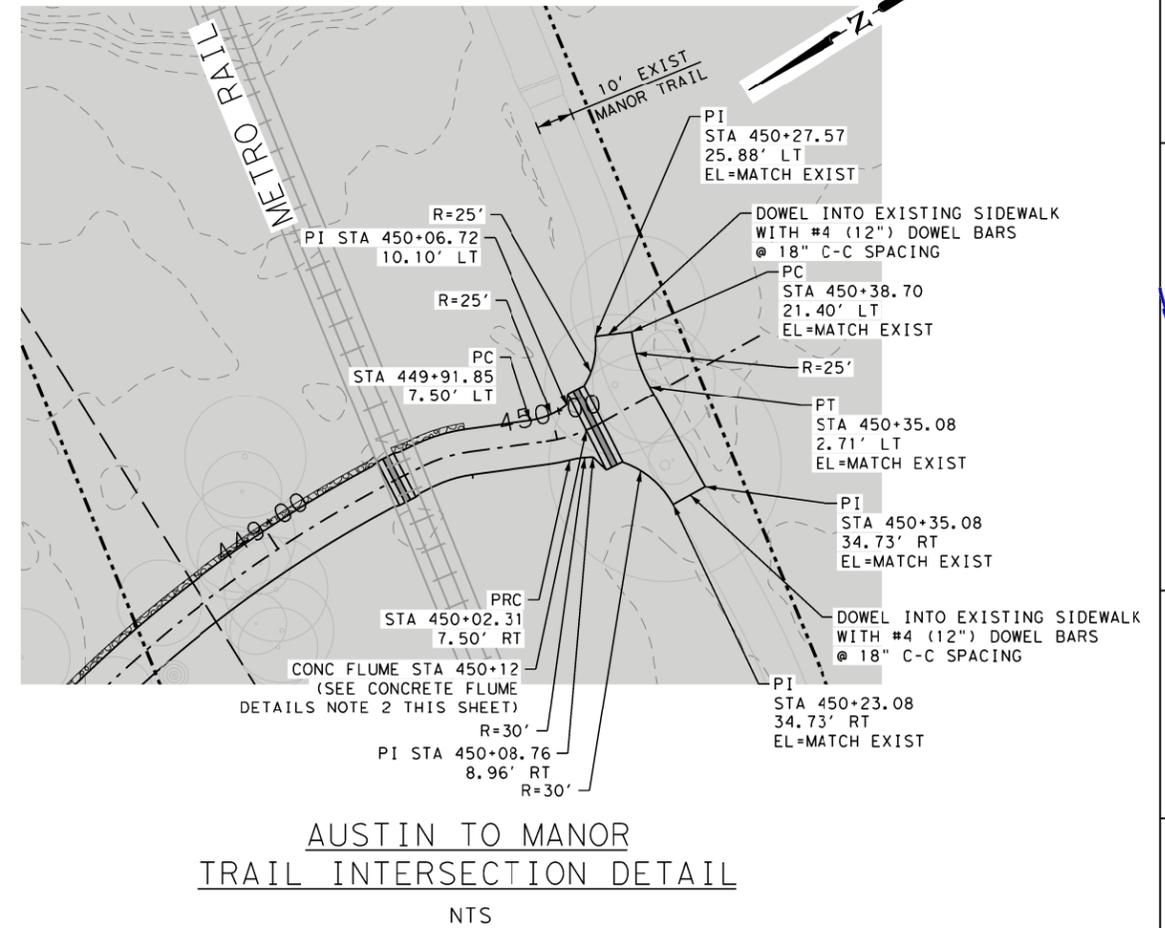
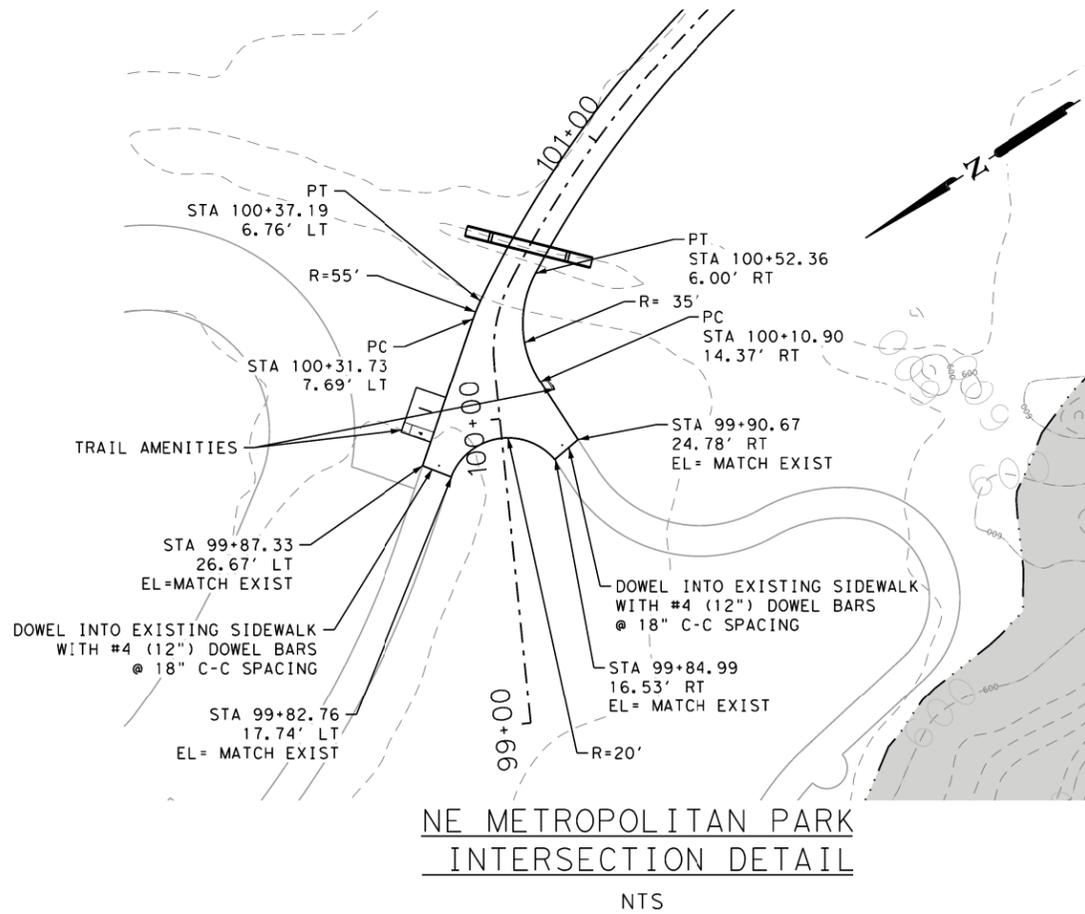
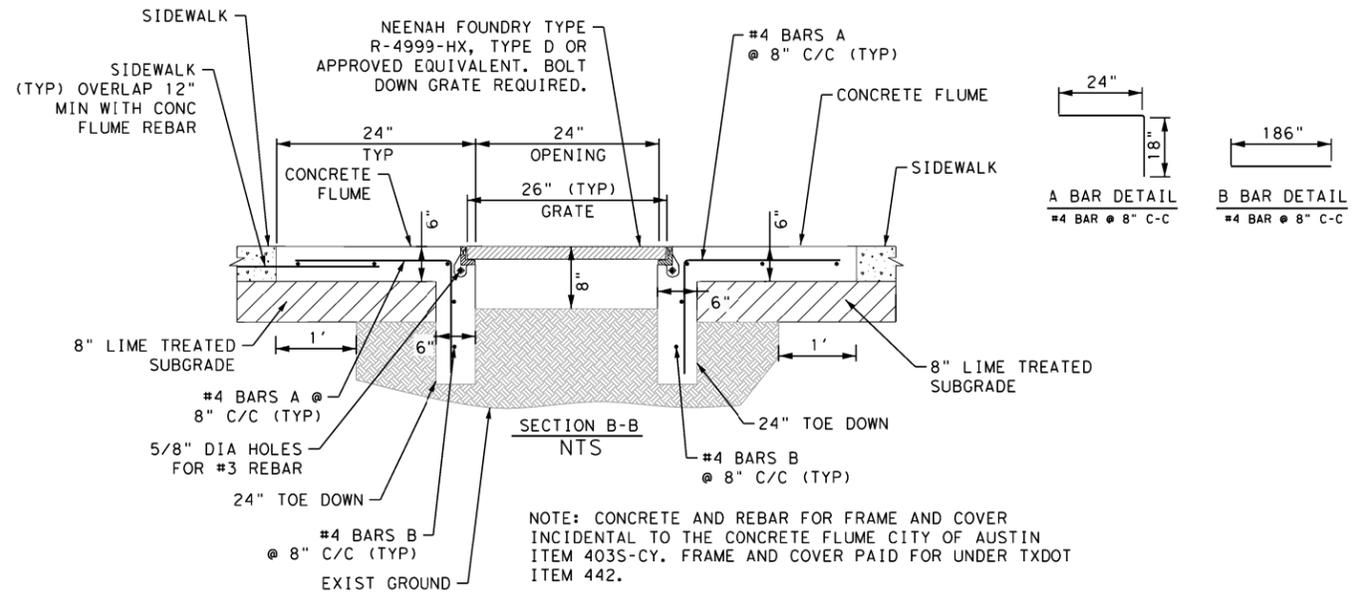
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- NOTES:
- 2' WIDE SIDEWALK GAP TO PROVIDE NATURAL DRAINAGE FLUME. TO BE FIELD LOCATED BY ENGINEER BASED ON SITE DRAINAGE CONDITIONS.
  - CONCRETE FLUME AT STATION 450+12.00 TO BE 28' LONG, AND STR STEEL COVER TO BE 1750 LBS.

CONCRETE FLUME DETAILS  
NTS



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PRECINCT: 1 / 2

SCALE: N/A  
HORIZ: N/A  
VERT: N/A

TITLE: GILLELAND CREEK  
TRAIL DETAILS

DESIGN  
HEATHER MCNEAL  
114428  
REGISTERED PROFESSIONAL ENGINEER

APPROVAL  
7/17/2024  
JAMES A. LUTZ  
84722  
REGISTERED PROFESSIONAL ENGINEER

NO.	REVISION	BY	DATE

SHEET NO. 113  
SHEET 1 OF 79

PAPE-DAWSON ENGINEERS  
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
1800 W. BRIDGEMONT BLVD. SUITE 200 | AUSTIN, TX 78751 | (512) 441-1111  
www.pape-dawson.com

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**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@railprosf.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	
<input type="checkbox"/> Not Required	
<input type="checkbox"/> Non - Bridge/Typical Maintenance Projects. Includes repairs to overpass/underpass and culvert structures	\$2,000,000 / \$6,000,000
<input type="checkbox"/> Bridge Structure Projects. Includes new construction or replacement of overpass/underpass structures	\$5,000,000 / \$10,000,000
<input checked="" type="checkbox"/> Other: <u>None-Bridge/Underpass</u>	\$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
REVISIONS				
6/2023	DIST	COUNTY	SHEET #	

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.

					
<p><b>RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS</b></p>					
FILE:	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT	
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REVISIONS March 2020					
	DIST		COUNTY		SHEET 1 12 <b>81</b>

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 Contractor'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 holidays

If 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.



**RAILROAD REQUIREMENTS  
FOR NON-BRIDGE  
CONSTRUCTION PROJECTS**

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REVISIONS March 2020	DIST	COUNTY	SHEET 1 13 82	





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Board of Directors

Item #: AI-2025-1656

Agenda Date: 11/17/2025

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Joe Bland Construction LLC 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 \$4,730,194 plus 25% contingency, for a total not to exceed amount of \$5,912,742.

**FISCAL IMPACT:**

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

**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. The project is partially funded by a grant from the Federal Transit Administration.

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:** No SBE goal was established for this procurement.

**PROCUREMENT:** Joe Bland Construction LLC was deemed responsive and responsible to the solicitation requirements. Joe Bland Construction LLC submitted all the required documents with their bid, which was received prior to the established date and time for the receipt of bids. Customer references were checked and revealed a highly favorable performance record. A financial analysis was conducted revealing no financial concerns, reflecting that the firm has the adequate financial resources and capacity to conduct the work. Joe Bland Construction LLC is not debarred on the Federal or State Debarred vendor lists. The price was determined to be fair and reasonable based on adequate competition and price analysis. This will be a fixed price contract for a total contract award amount of \$5,912,742.

**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 Joe Bland Construction LLC 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 \$4,730,194 plus 25% contingency, for a total not to exceed amount of \$5,912,742.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



# Demand Response North Facility

## Phase 1 – Construction Contract Award

November 17, 2025

# Demand Response – Growing service



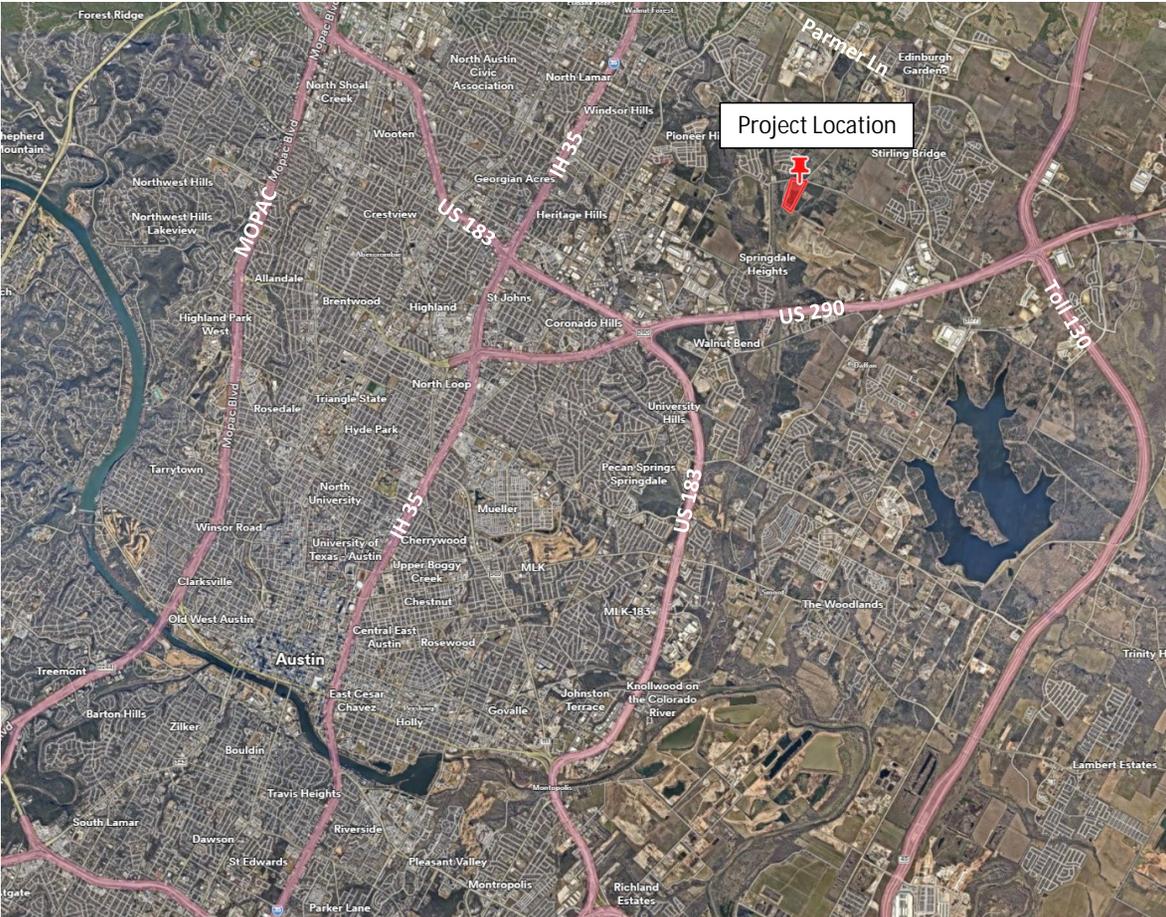
Pickup by CapMetro  
**1 MILLION<sup>th</sup>**  
PASSENGER



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

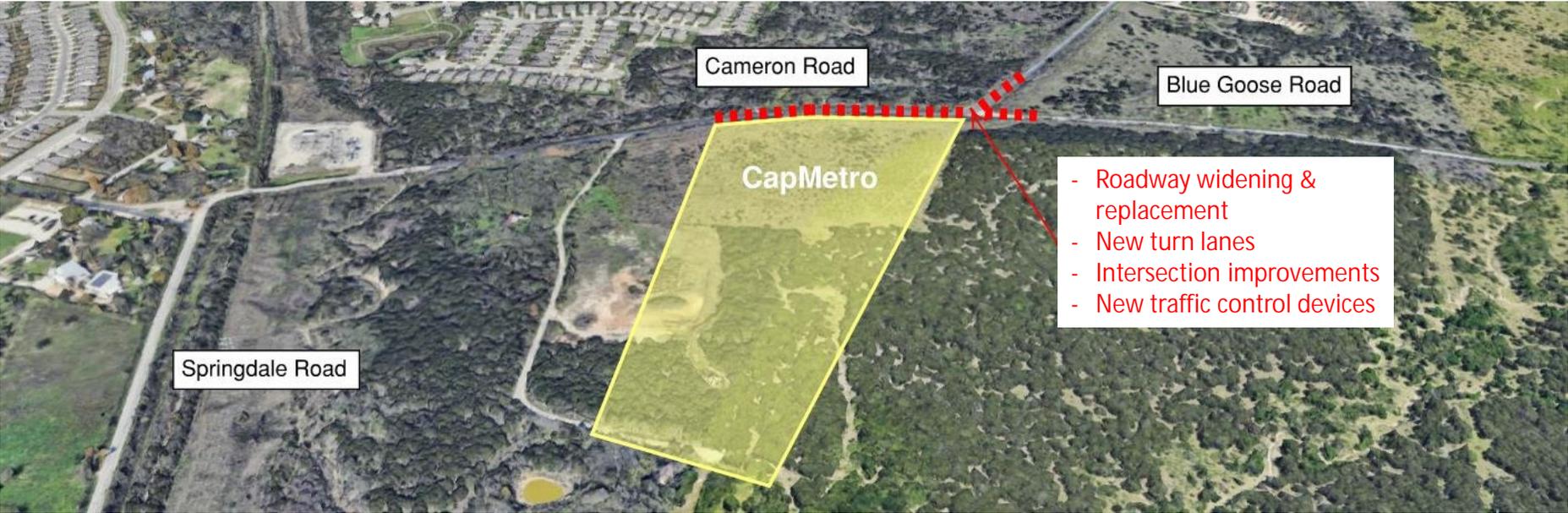
## Phase 1:

- 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

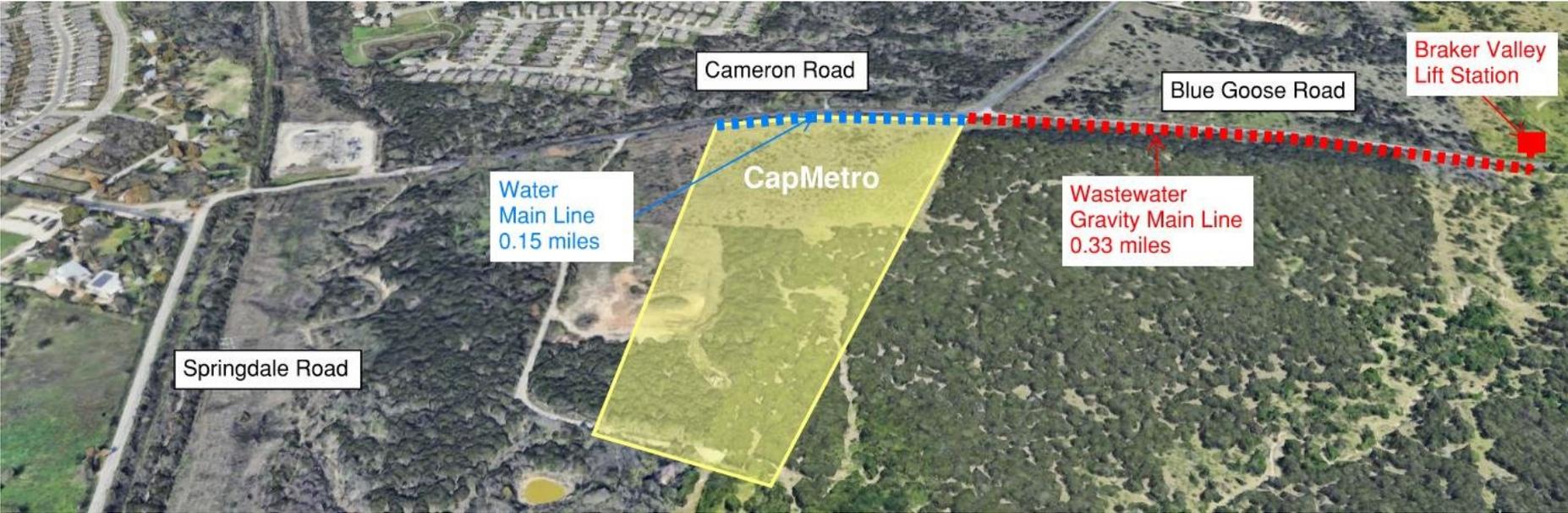
## Phase 2: (future Board action)

- 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!

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Board of Directors

Item #: AI-2025-1635

Agenda Date: 11/17/2025

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**SUBJECT:**

Approval of a resolution awarding President & CEO Dottie Watkins adjustment to pay equal to 4% of her annual salary and a one-time performance achievement bonus equal to 8% of base pay based on her Fiscal Year 2025 annual performance review. The adjustment to pay will be awarded retroactively to October 1, 2025, in accordance with the Employment Agreement.

**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 performance goals established by the board for the President & CEO are aligned with the goals in the strategic plan. The board’s annual evaluation and specific action on the President & CEO’s performance also supports the Workforce and Organizational Effectiveness goals by rewarding performance that contributes to CapMetro’s overall success.

**BUSINESS CASE:** The evaluation by the CapMetro Board of Directors of the President & CEO’s performance meets the requirements of the President & CEO Total Compensation Policy and the Employment Agreement between Dottie Watkins and CapMetro.

**COMMITTEE RECOMMENDATION:** Item will be presented to the full board on November 17, 2025.

**EXECUTIVE SUMMARY:** CapMetro’s Employment Agreement with Dottie Watkins states that the Board of Directors shall review her performance for the Performance Period of October 1, 2024 through September 30, 2025, based on performance standards established for that period. The process adopted by the board in the President & CEO Total Compensation Policy describes the process for linking President & CEO pay to performance.

**SBE PARTICIPATION:** Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: People & Culture

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2025-1635**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors entered into an Employment Agreement with Dottie Watkins effective January 30, 2023; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors has evaluated Dottie Watkins' performance in accordance with her Employment Agreement and the President & CEO Total Compensation Policy.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that President & CEO Dottie Watkins is awarded an adjustment to base pay equal to 4% of her annual salary and a one-time performance achievement bonus equal to 8% of base pay based on her 2025 annual performance review. The increases are retroactive to October 1, 2025 in accordance with the Employment Agreement.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2025-1660

**Agenda Date:** 11/17/2025

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Update on CapMetro Capital Projects

# CapMetro Capital Projects Update



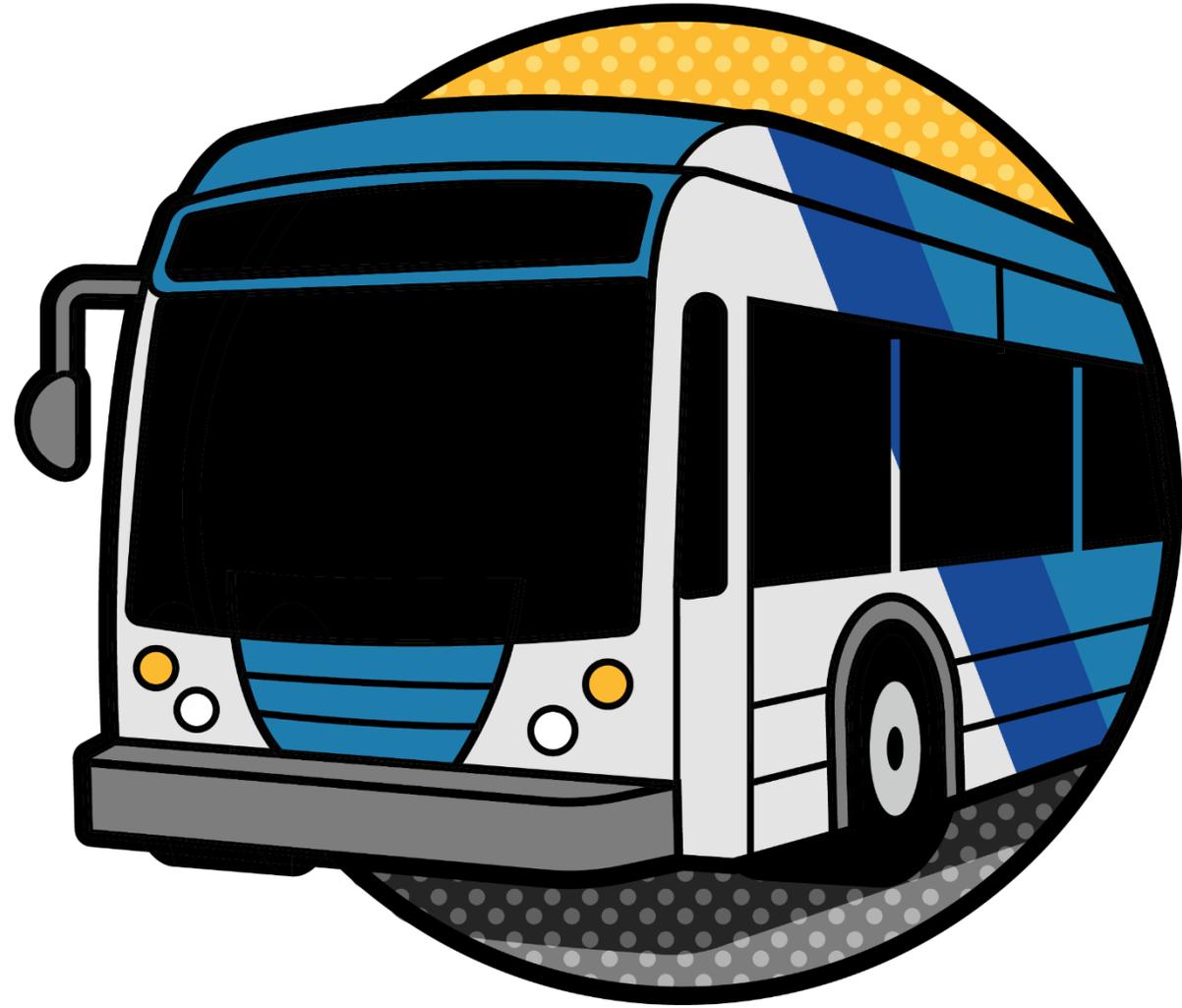
*November 17, 2025*

# Agenda - Capital Projects Update

- CapMetro Rapid
- Infrastructure Projects
- CapMetro Rail Projects
- Partner Projects
- CapMetro Facilities
- CapMetro Bus Stop Improvements



# CapMetro Rapid



# CapMetro Rapid- Expo (837) & Pleasant Valley Routes (800)

## Station Construction Progress

75 of 77 Stations

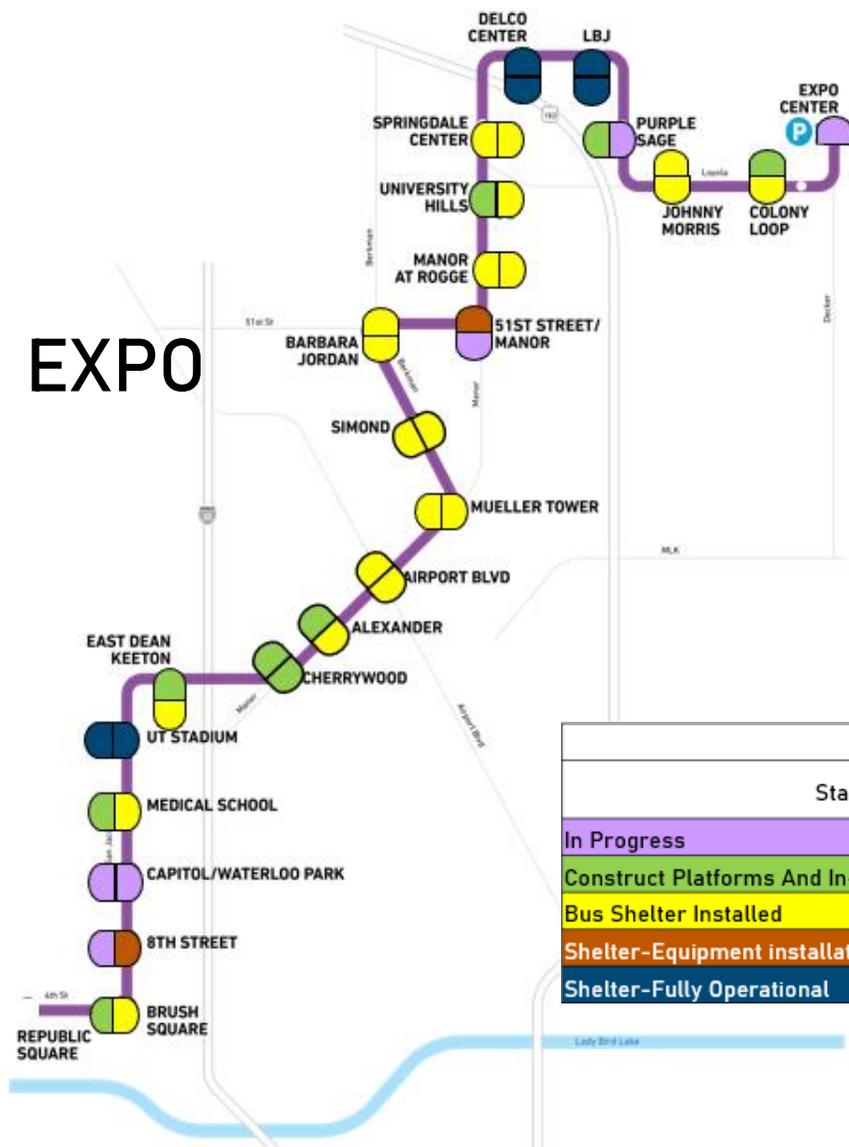
- 97% Civil work completed
- 83% Shelters installed
- 31 Stand-alone solar
- 46 Austin Energy grid tied



# Route 837 Expo / Route 800 Pleasant Valley Station Status

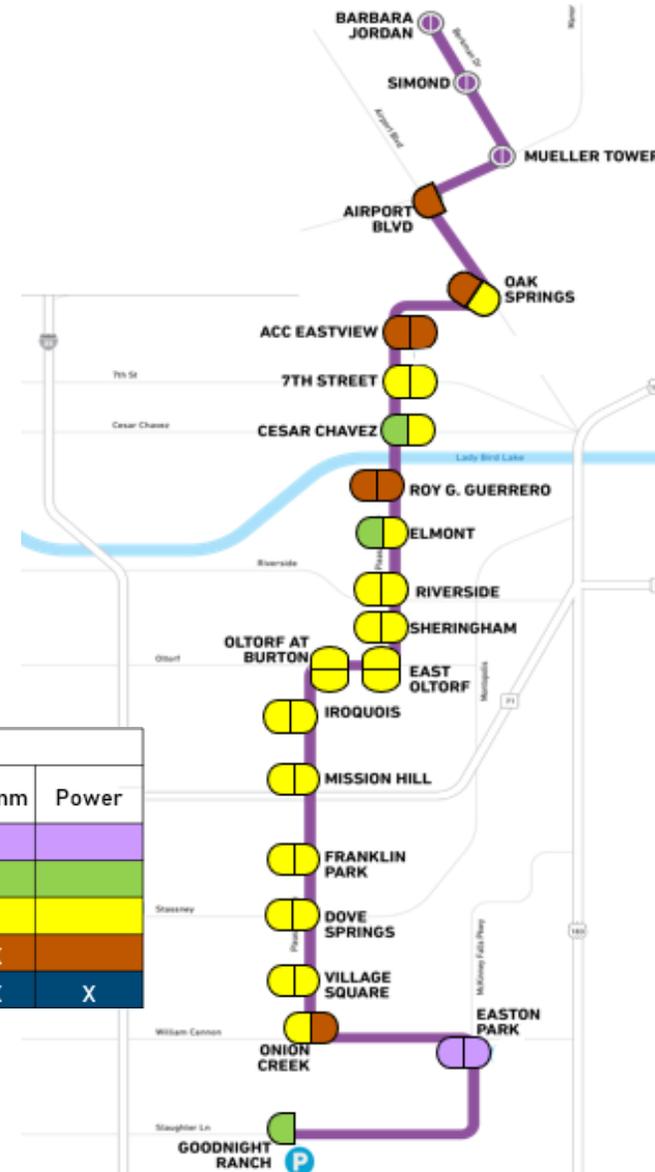
Oct. 31, 2025

EXPO

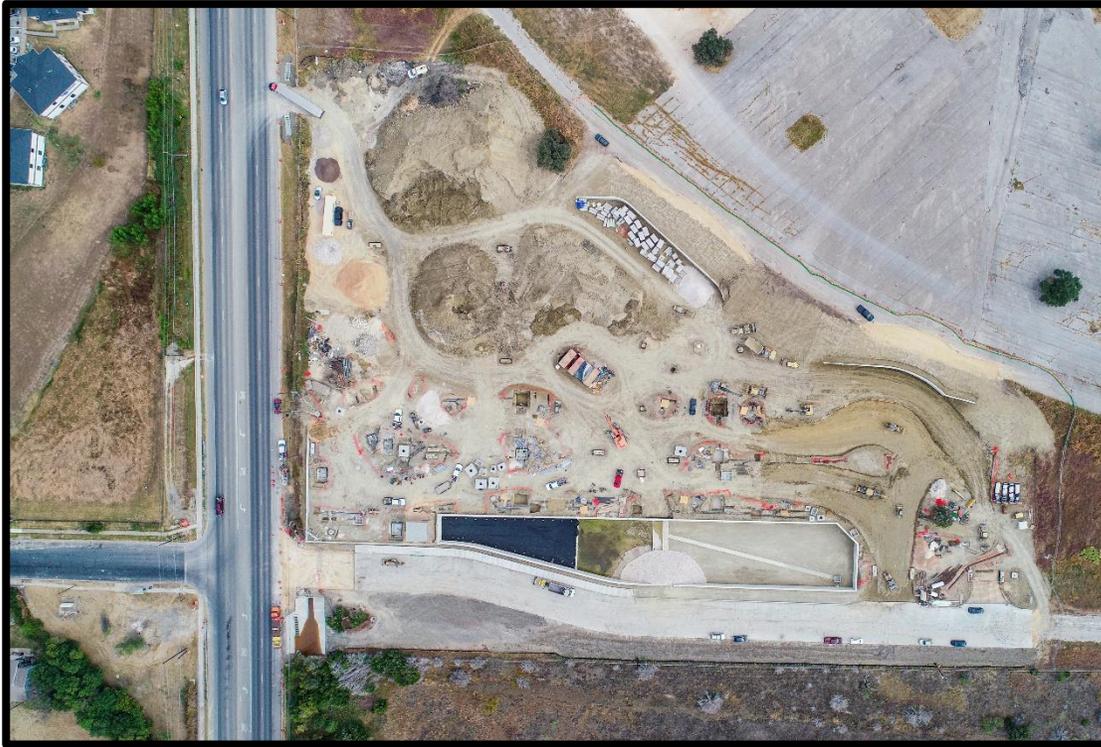


Legend				
Status	Service Ready	Shelter	Comm	Power
In Progress				
Construct Platforms And In-Street Bus Pad	X			
Bus Shelter Installed	X	X		
Shelter-Equipment installation and testing (incl. solar)	X	X	X	
Shelter-Fully Operational	X	X	X	X

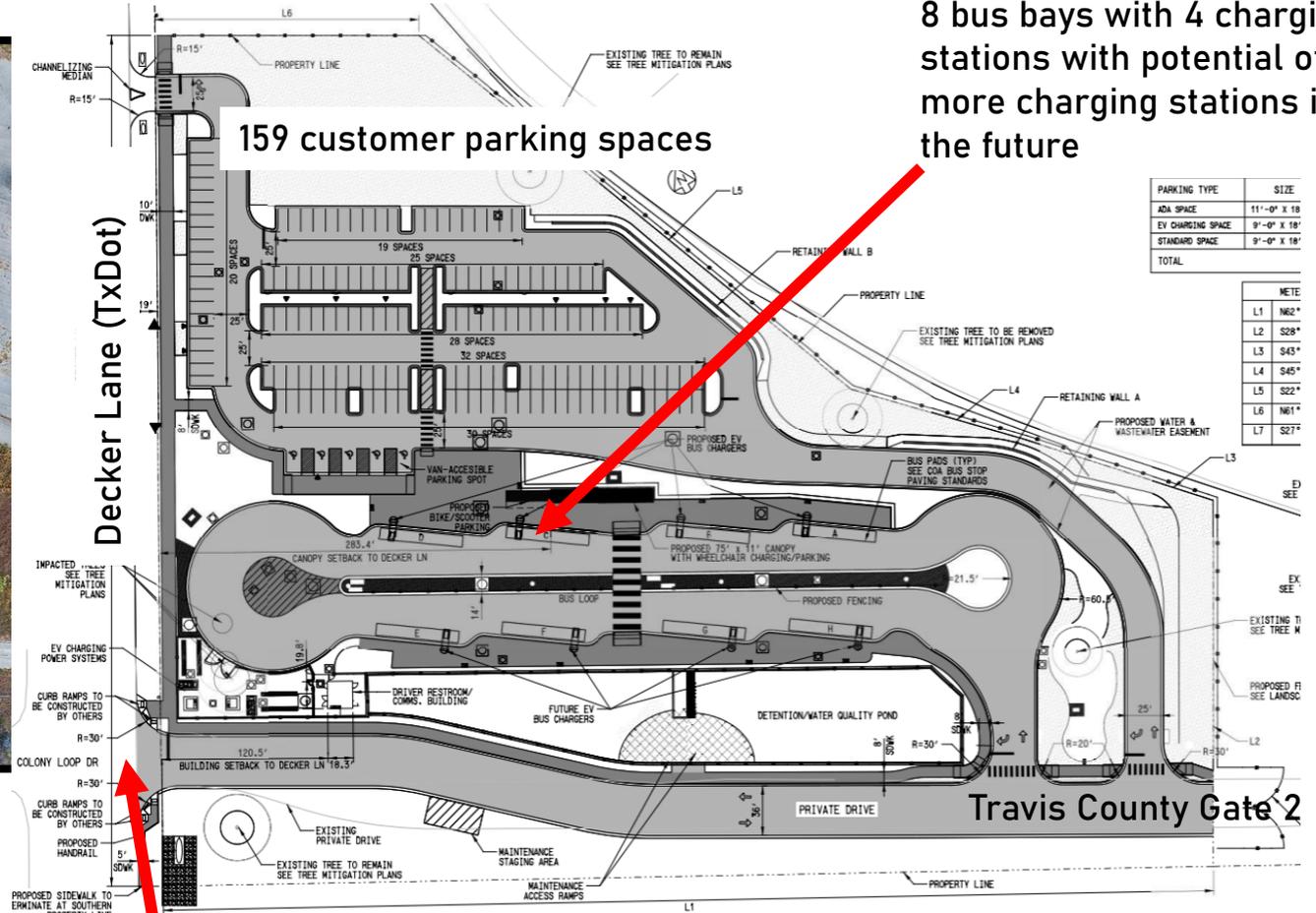
PV



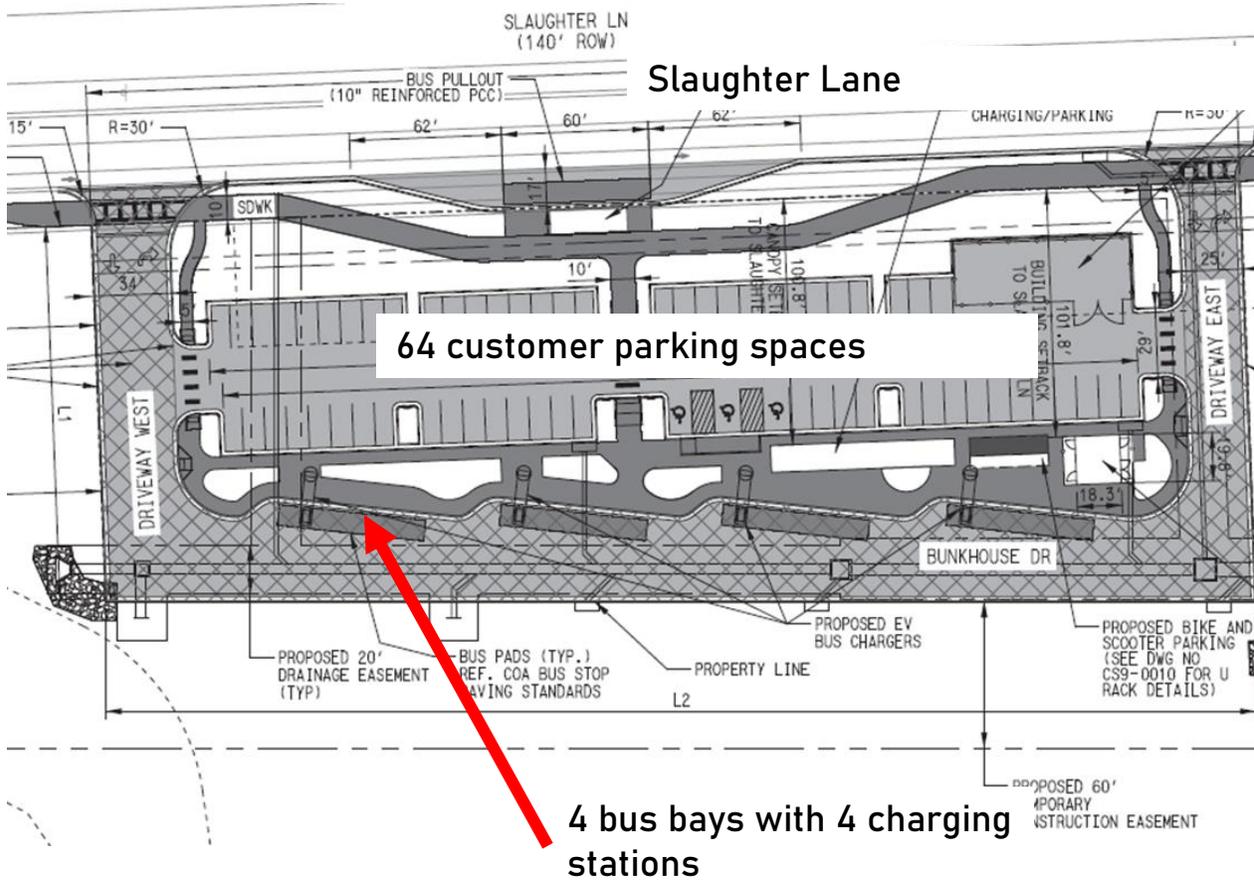
# Expo Center Park & Ride



Project Completion Date—Expected Spring 2026



# Goodnight Ranch (PV) Park & Ride

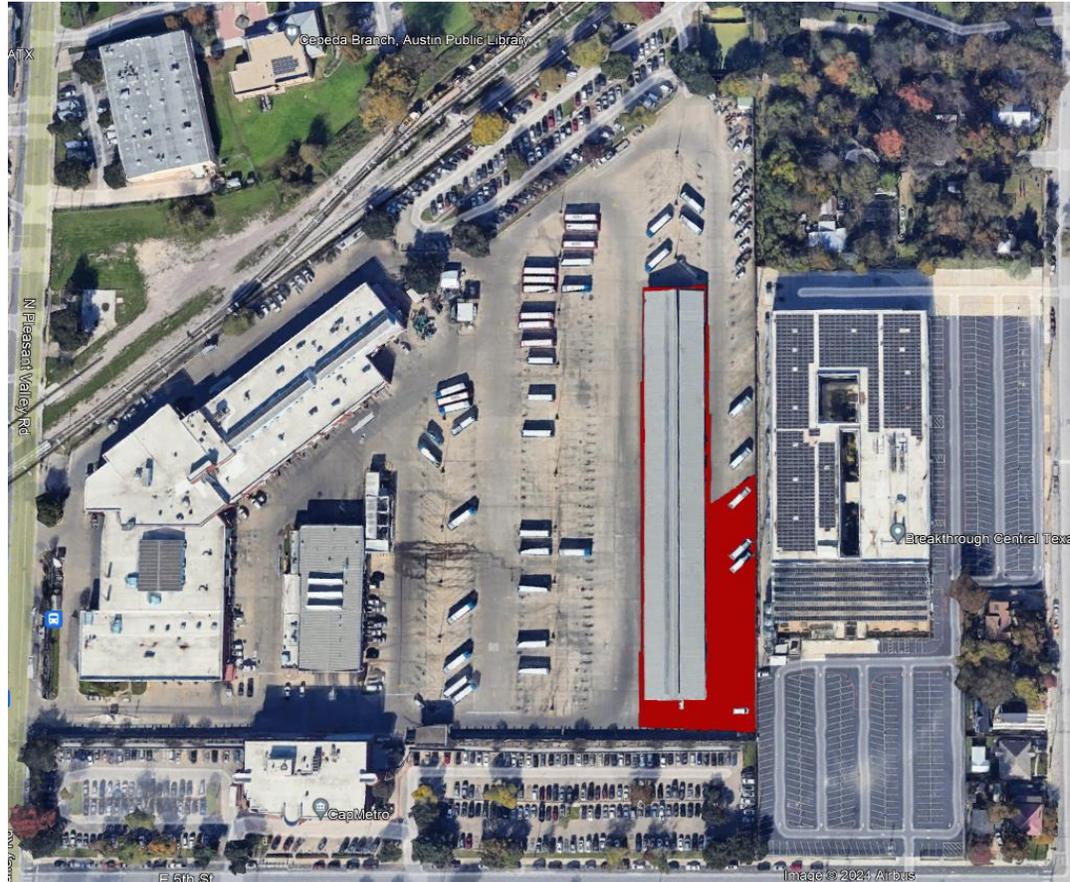


Project Completion Date—Expected Spring 2026



# Infrastructure Projects

# Battery Electric Bus Charging Station Project - 2910 E 5<sup>th</sup> St.



- Two chargers (1.44MW each)
- 48 dispensers
- Two switchboards
- Two Transformers 1500kVA
- Implemented in 2025



# North OPS Battery Electrical Bus Charging Infrastructure

- Construction – in progress
- 30 electric chargers
- 90 pantograph (overhead) electric dispensers
- 267,000 SFT. Solar array (Power 4 Megawatts)
- Forecast Completion – Winter 2026
- Microgrid Design 15%



Training Charger





# CapMetro Rail

# Redline Rail Shop Storage & Improvements

- Expanded storage area, track extension, and emergency generator
- Construction is underway
- Forecast completion: Spring 2026



Steel Frame Erection



Drone photo of Construction area

# Redline Double Track Project – Onion St. to Austin Wye, Plaza Saltillo Platforms and Bike Trail





# CapMetro Partner Projects

# TxDOT – IH-35 Capital Express Central Program

- Drainage Tunnel
  - Passes under CapMetro Railroad Track Airport Blvd. & 4<sup>th</sup> Street
  - Construction Start: June 2025 (4 years)
- Railroad Bridge IH-35 & 4th Street
  - Construction Start: Late 2027 (2 years)
- Railroad Realignment IH-35 & Airport
  - 30% level design for shoofly completed.
  - Construction (Shoofly) – Summer 2029 (1 year)
  - Construction (Bridge) – Summer 2030 – (4 years)
- T-Ramp at Tech Ridge
  - Overhead bus access connection from I-35 to Tech Ridge Park & Ride
  - Construction: TBD



# Convention Center Project – Downtown Station Impact

## Schedule Milestones *(Tentative)*

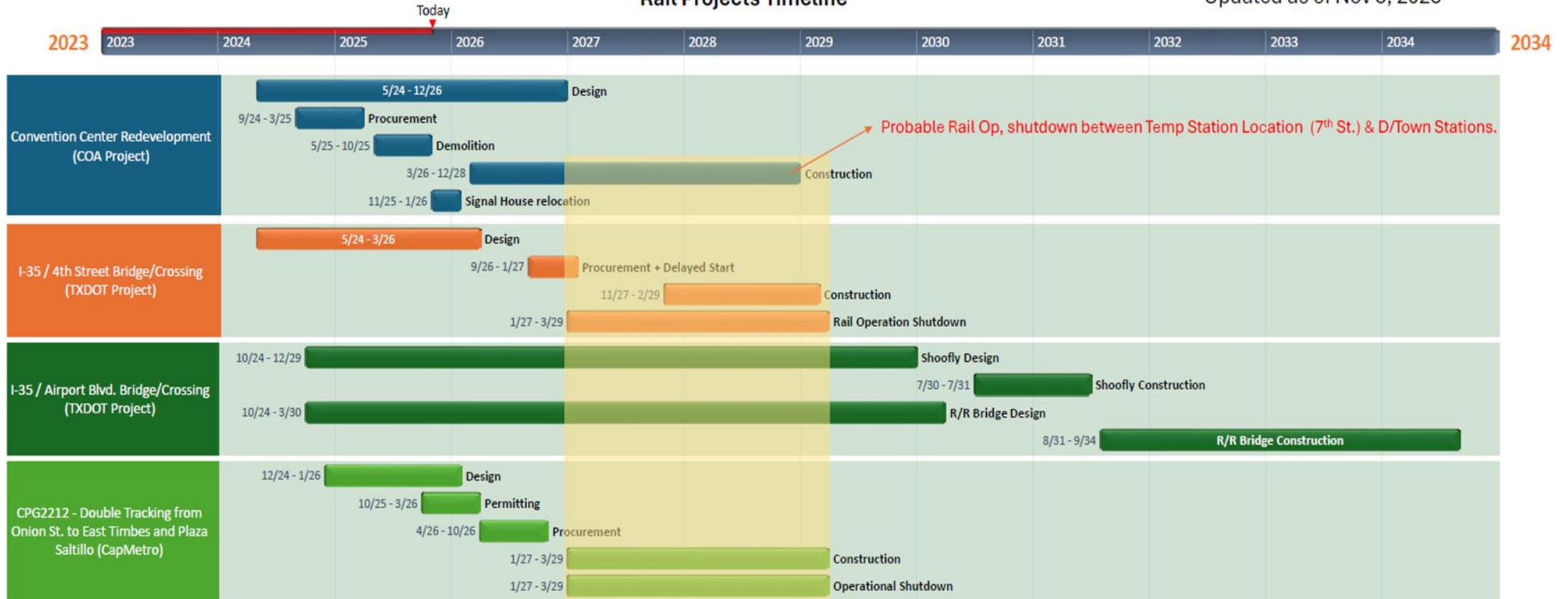
- Convention Center Demolition – Spring 2025
- Convention Center Construction – Forecast Spring 2026 Start
- Downtown Station Signal House Relocation for CapMetro



# Schedule Comparison – TxDOT Projects, Convention Center and CapMetro Double Track Project

Rail Projects Timeline

Updated as of Nov 3, 2025



# North Burnet Uptown ATX Station Project – Public Private Partnership



# North Burnet Uptown ATX Rail Station

- CapMetro/Brandywine Partnership Project
- Construction underway (2027 forecast)
  - Two double-length platforms
  - Over a half mile of double track
  - Pedestrian and bike friendly pathways to support multimodal access
  - Connections to local bus routes for integrated transit options
  - 200 shared parking spaces for customers





# CapMetro Facilities

# 3100 East 5th – Administration Building Construction

- Phase 1A (Board Room & Community Room) and Phase 2 (1<sup>st</sup> & 2<sup>nd</sup> Floor)
- Construction in progress
- Forecast Completion: Summer 2026



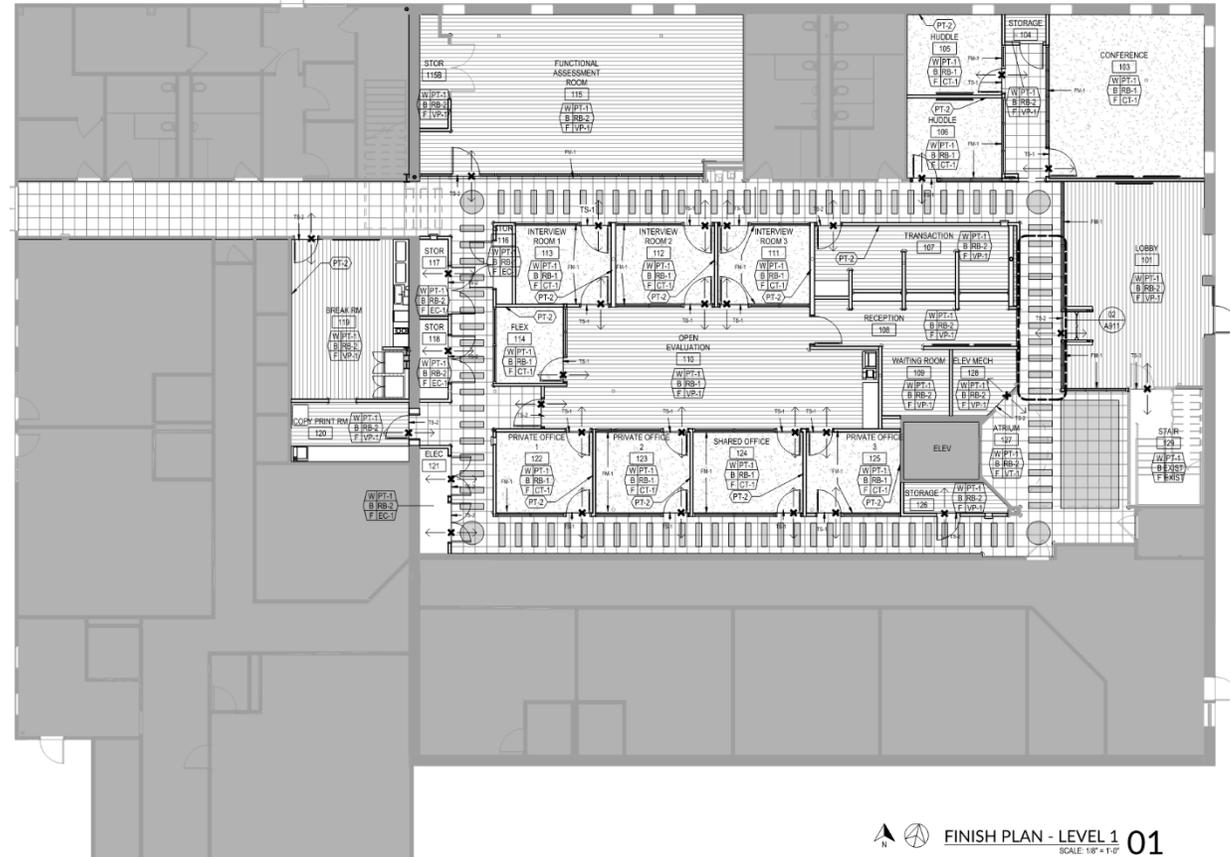
Preparing new interior walls



Wall framing at new Board Room lobby

# 624 North Pleasant Valley – New Eligibility Center

- New customer-facing Eligibility Center
- Replaces the leased facility at 209 E. 9<sup>th</sup> Street
- ADA upgrades
- End-of life replacement for HVAC units
- Bidding: Early 2026
- Forecast Construction: Late 2026.



# North Base Demand Response Facility & Central Warehouse

- Phase 1 construction begins early 2026
- Phase 2 construction begins Summer 2026
- Forecast completion: 2028



Bird's Eye View



Ground Level View

# 817 West Howard Lane – Interim Demand Response North Base

- Temporary facility to bridge expiration of 4811 East 7th Street lease & the permanent North Base site.
- Project includes:
  - 3 new parking lots & improved existing lots to support 240 revenue/non-revenue vehicles & additional employee parking.
  - Operations Building & Annex Building renovation to support the larger fleet.
  - Site storage & additional fuel dispensing.
- Project is on schedule to support a January '26 mark-up & is under budget.



# 1705 Guadalupe – Transit Store



Opened 2025



# CapMetro Bus Stop Improvements

# CapMetro Bus Stop Improvements – FY 2025

- Bus Stop Improvement Projects – 84
- Shelters Installed: 87
- Benches Installed: 127
- Solar Lights Installed: 86



CapMetro

*Thank you!*



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2025-1671

**Agenda Date:** 11/17/2025

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President and CEO Monthly Update - November 2025

**CapMetro**

# President's Report

November 2025

# CapMetro in the Community



# Veteran's Day Parade

# Family Fun Day & Bus Rodeo

## *Rodeo Winners*

### **Bus Operators**

1. Arthur Murillo,
2. Danny Alba,
3. Darren Daniels

### **Paratransit Operators**

1. Wally Acosta,
2. Ted Ward,
3. Eric Lucero

### **Overall Rookie Winner**

Cedric Edison

### **Overall Supervisor Winner**

Amie Thompson

### **Mechanic Teams**

1. True Grit
2. Bus Wranglers
3. Garage Ponies

# Family Fun Day & Bus Rodeo

## *Leadership Awards*

### **Develops Talent**

- Liliana Cortez
- Marty Kock

### **Leads Inclusively**

- Chester Soares
- John Higgins
- Tawaun Cole

### **Business Acumen**

- Lily Fleck
- Shannon Reznick

### **Leads with Purpose**

- Cythia Lucas
- Nikki Hawk

### **Manages Conflict**

- Michael Mendez

# Family Fun Day & Bus Roadeo

## *Staff Awards*

### **All Aboard**

- Dwight Mustipher
- Danny Solano
- Meghan Staub

### **Catalyst**

- Elaine Rodriguez
- Jose Garcia

### **Legacy Legend**

- Lawrence Deeter
- Rafaell Villarreal
- Zarick Shivers

### **Trailblazer**

- Jordan McGee
- Ronika Quattlebaum
- John Canning

### **True Grit**

- Iris Garcia
- Moraima Dones
- Vaishnavi Tiwari

### **Gold Star Deputy**

- Laura Pisani
- Le’Nish Allen
- Sabina Peerbhai

# Strategic Plan 2030 Update

# Our Critical Results for the Next Five Years



## Reliable and Secure Service

Enhance service quality through reliability and security improvements



## Increased Ridership

Increase ridership in the region



## Fiscal Responsibility

Ensure fiscal responsibility guides all the organization's activities



## Regional Significance

Work to make CapMetro a significant and integral component of transportation in the region

## 4.3: Reduce safety incidents through continuous improvement of the safety program.

Continuously monitor safety outcomes, assess program impact, and make adjustments annually

### Data-Driven Safety Assurance

Strengthen data-driven decision making

### Expanding Safety Training & Communications

Expand training, communication, and engagement to promote safety

### Program Impact Assessment

Implement proactive risk identification and program assessments

### Key Success Indicators

Drive collaboration, accountability and compliance in safety policies and leadership

# Collaborating with Partners to Continuously Improve Safety

CapMetro's Safety and Security teams partner with Keolis and MTM representatives to strengthen safety awareness, compliance, and workforce engagement.

Key activities include:

- Weekly Safety Scrums
- Joint Health and Safety Committee (JHSC/JLMSC)
- Public Transportation Agency Safety Plan (PTASP) Review
- Occupational Health and Safety (OHS) Manual Updates
- Monthly Safety Bulletins
- Monthly Safety Bulletins
- Tabling Events and Lunch-and-Learns
- Operator and Employee Orientation Enhancements
- Risk Register Review and Safety Management System (SMS) Collaboration
- Joint Training Initiatives with the CapMetro Training Academy

# Employee Safety Reporting Program

The Employee Safety Reporting System is a confidential, non-retaliatory, and non-punitive reporting system that allows all employees and service partners to report workplace safety concerns and unsafe employee behaviors.

Team members can choose to:

- Call a safety reporting hotline, which provides an opportunity to leave an anonymous report
- Provide a written report of the concern

The Safety Concern Summary Board then reviews:

- The nature or category of the concern
- The corrective or mitigative action taken
- The resolution status

## Employee Safety Reporting System

**Report a Safety Concern**



We investigate safety concerns involving our service providers & CapMetro employees. Leave a detailed message on the Safety Reporting Hotline with your contact information (or report anonymously).  
**We keep all information confidential.**

**CALL: 512-852-SAFE**  
**OR VISIT [APP.CAPMETRO.ORG/SAFETY](https://app.capmetro.org/safety)**

**CapMetro**  
SERIOUS ABOUT SAFETY

# Where Dottie Has Been



# CapMetro

# Thank You!

November 2025



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2025-1680

**Agenda Date:** 11/17/2025

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Section 551.071 for consultation with an attorney regarding legal issues, including pending litigation, related to  
Project Connect



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2025-1665

**Agenda Date:** 11/17/2025

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Section 551.074 for Personnel Matters related to President & CEO annual performance evaluation.



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2025-1682

**Agenda Date:** 11/17/2025

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Memo: Streets for Transit: Volume 2 and Transit Speed and Reliability ILA FY 2026 Work Plan (November 10, 2025)

To: CapMetro Board Members

From: Sharmila Mukherjee, AICP, EVP, Chief Planning  
and Development Officer | CapMetro

Richard Mendoza, P.E., Director, Austin Transportation  
and Public Works Department | City of Austin

Date: November 10, 2025

Re: Streets for Transit: Volume 2 and Transit Speed and Reliability ILA FY 2026 Work Plan

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### **Streets for Transit: Volume 2 – Report Summary (2021-2024)**

Since 2018, CapMetro and the City of Austin have partnered through the **Transit Speed & Reliability** and **Transit Enhancement Programs** to deliver safer, faster, and more accessible transit service. *The Streets for Transit: Volume 2* report summarizes completed projects within the City of Austin from 2021–2024, highlighting measurable improvements in safety, speed, reliability, and access across CapMetro’s transit network.

#### **Report Highlights**

- **30 completed projects**, totaling **9 miles of improvements**.
- **44 bus routes improved** (61% of system)
- **Impacted ~69,000 daily riders** (77% of total riders).
- **20 active transportation improvements**, enhancing bike/ped access to transit.

#### **Key Project Outcomes**

- Safety:
  - Up to **72% reduction in bus-related crashes** and **65% reduction in vehicle crashes involving injuries or fatalities**.
  - Decreased repair and injury costs by up to **90%**.
  - 77% of projects were located along Austin’s **High Injury Network**.
- Speed & Reliability:
  - **7 projects** reduced average bus travel time by **up to 43%**.
  - **4 projects** improved on-time performance by **up to 68%**.
- Access:
  - Over **70 bus stops relocated or upgraded to improve multimodal access**; for example, bus stop optimization along a roughly 2-mile segment of South 1st Street increased safe crossing access from **63% to 100%** of stops.

## Strategic Impact

Incremental improvements produced systemwide benefits, helping CapMetro maintain on-time performance with minimal additional resources amid a 5% increase in citywide traffic since 2019. These projects directly support:

- **CapMetro Strategic Plan 2030** goals for more reliable service, better fiscal responsibility, growing ridership, and integrated regional significance.
- **Austin Strategic Mobility Plan** objectives for reducing single-occupancy vehicle trips and achieving a 50/50 mode share.
- **Vision Zero** goals to reduce the number of people hurt or killed by traffic crashes to zero.

## Project Funding

Projects were funded by both CapMetro and City of Austin, with CapMetro contributing up to **\$1 million annually** through **2018 Interlocal Agreement** with the City, and City of Austin leveraging available **2020 Mobility Bond funds**, including **Transit Enhancement Program** funding, to unlock additional investment in these improvements.

Visit our new webpage [here](#) to learn more about the Transit Speed and Reliability Program and to read *Streets for Transit: Volume 2*.

## **Beyond the Report: Continued Implementation, Ongoing Improvements (Fiscal Year 2025)**

In **September 2023**, the City and CapMetro completed the [Transit Enhancement Infrastructure Report](#), identifying **37 high-priority locations** for future improvements. The report's findings, along with other emerging project opportunities identified through interagency coordination, led to the completion of several projects that improved transit speed, reliability, safety, and access in Fiscal Year 2025, including:

- **Installing 1.6 miles of transit priority lanes** on Trinity Street and San Jacinto Boulevard downtown, improving operations for 11 routes averaging over 10,000 daily riders, including the new Rapid 837 Expo Line as part of Project Connect. Additional project improvements included resurfacing the roadway, adding protection to existing bike lanes, enhancing existing and adding new pedestrian crossings, and constructing a new multimodal bus stop. Initial impacts include **up to 11% improvement in average bus travel times** and **23% improvement in on-time performance**.
- **Optimizing 22 bus stops** around Austin by placing stops near pedestrian crossings, improving stop spacing and upgrading some stops to multimodal designs that support transit access and safety. Half of these optimized stops were on Rundberg Lane, which is served by four bus routes and averages nearly 5,000 daily riders.
- **Striping and signage modifications** at nine intersections to enable safe bus movements in support of the launch of Rapid 800 Pleasant Valley and 837 Expo Lines.
- Updating the **Bus Delay Analysis Tool (BDAT)** to better measure impacts of completed projects.

### **Looking Ahead: Fiscal Year 2026 Work Plan**

In Fiscal Year 2026, we will continue to improve mobility for all by advancing the design and construction of the highest priority projects identified in the [Transit Enhancement Infrastructure Report](#), while working to develop other transit-supportive infrastructure improvements as needs and opportunities arise. Additionally, we will continue to monitor and make refinements to already completed projects as needed. The table below outlines FY 2026 planned projects and corresponding CapMetro funding contributions.

<b>FY 2026 Projects</b>	<b>Project Description</b>	<b>CapMetro Contribution</b>
Corridor Improvements	Analyze and develop a preliminary design for transit priority, multimodal, and safety improvements on Pleasant Valley Road between Webberville Road and Cesar Chavez Street	\$200,000
Spot Improvements	Improve safety and operations through multimodal access improvements and lane/signal modifications (e.g., Montopolis at Riverside Drive)	\$200,000
Bus stop optimization	Relocate and upgrade bus stops to improve multimodal operations at multiple locations (e.g., Cameron Road, Parker Lane, Loyola Lane, St. Johns Boulevard, Woodward Street).	\$550,000
Design	Design support for various projects (e.g., Slaughter Road at Old Lockhart Road).	\$50,000
<b>TOTAL</b>		<b>\$1,000,000</b>

### **Acknowledgments**

These achievements reflect strong interagency collaboration between CapMetro and the Austin Transportation and Public Works Department. They would not be possible without the multiple supporting programs and staff, including frontline operators, who provided critical feedback for project success.