

**AMENDMENT NO. 2 TO CONTRACTED SERVICES SUPPLEMENT NO. 10
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Hornsby Bend Service Pilot)

This Amendment No. 2 to Contracted Services Supplement No. 10 to Master Regional Mobility Agreement (“**Amendment**”) is made and entered into by and between Capital Metropolitan Transportation Authority (“**Capital Metro**”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“**CARTS**”). Capital Metro and CARTS are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”, upon the premises and for the consideration stated herein.

RECITALS:

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the “**Agreement**”); and,
- B. Whereas, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 10 dated effective October 1, 2019, pursuant to which, CARTS provided transit services within a geo-fenced zone in the Hornsby Bend and Austin’s Colony Area and connected riders to the Route 20 Manor Road/Riverside high frequency route bus stop (the “**Supplement**”); and,
- C. Whereas, the Parties entered into Amendment No. 1 to the Supplement dated effective October 1, 2020, to amongst other things, extend the term of the Supplement and add funding (the “**Amendment No. 1**”); and,
- D. Whereas, the Parties desire to further amend the Supplement as set forth herein.

NOW, THEREFORE, by its execution below, Capital Metro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

- 1. Any reference in the Supplement to “Hornsby Bend Feeder Pilot” is hereby replaced with “Hornsby Bend Service Pilot”.
- 2. The first sentence of Paragraph 1, Services, is deleted in its entirety and replaced with the following: “CARTS agrees to provide Capital Metro the transportation services described in Attachment SOS-2 (Scope of Services) attached and incorporated herein for all purposes (the “Contracted Services”).”

3. Attachment SOS-1 (scope of Services) is deleted in its entirety and replaced with Attachment SOS-2 (Scope of Services) attached hereto.
4. Paragraph 2.B. of the Supplement is deleted in its entirety and replaced with the following:
 - B. **FEES FOR SERVICES.** For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-3 (Schedule of Fees and Payments), attached and incorporated herein for all purposes.
5. Attachment SFP-2 is deleted in its entirety and replaced with Attachment SFP-3 attached hereto.
6. The total contract amount for Fiscal Year 2022 (October 1, 2021 to September 30, 2022) shall not exceed \$342,638.00.

7. The first sentence of Paragraph 2.C. of the Supplement is deleted in its entirety and replaced with the following: "The term of this Supplement shall commence on October 1, 2019 and terminate on September 30, 2022."
- B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.
- C. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-3 - Schedule of Fees and Payments
ATTACHMENT SOS-2 – Scope of Services

ATTACHMENT SFP-3

**SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 10 TO MASTER REGIONAL MOBILITY AGREEMENT**

Hornsby Bend Service Pilot

Capital Metro shall pay CARTS for the Contracted Service at the following rates:

October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour

Source of Funds for Payment of Contracted Service:

Travis County – Local Funds

For the purposes of payment, a vehicle hour means the time a vehicle leaves its base at the start of the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).

ATTACHMENT SOS-2

SCOPE OF SERVICES

CONTRACTED SERVICES SUPPLEMENT NO. 10 TO MASTER REGIONAL MOBILITY AGREEMENT

Hornsby Bend Service Pilot

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 10 to Master Regional Mobility Agreement (this “**Supplement**”) documents the requirements related to the operation of Hornsby Bend Service Pilot. Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide operationally dependable vehicle service for customer use, equipped for maximum customer comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

CARTS shall obtain all required licenses and permits to operate in Capital Metro’s service area within the scope of this Supplement.

CARTS shall provide reservation and dispatch services in response to reservations made by customers or their agents through the CARTS call center.

CARTS shall furnish all supervision, personnel, dispatch services, customer vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals (such as comfort stop identification) as required to perform an operationally dependable public transportation service. Fueling of vehicles shall not occur during revenue hours. Fueling, if needed, may occur during shift changes or through vehicle exchanges at route terminal locations, provided that customers are not inconvenienced.

CARTS is required to comply with certain applicable Capital Metro policies and procedures on various subjects, as updated from time to time, including, but not limited to, the Code of Ethics, Tobacco-Free Workplace Policy, Physical Access Control Policy, and Access Control. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures. The policies and procedures can be found here: https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

Capital Metro Hornsby Bend Service Pilot (the “**Contracted Service**”) is a transit service operating in the Hornsby Bend and Austin’s Colony area as mutually agreed to by Travis County, CARTS, and Capital Metro. Hornsby Bend and Austin’s Colony are outside of the Capital Metro service area and in urbanized, unincorporated Travis County. The Contracted Services are 100 percent funded by Travis County.

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Per Weekday = 17 hours

Estimated Total Hours Annually = 4,420 hours

Vehicle hours may be adjusted by mutual agreement of the parties based on customer demand.

4.0 VEHICLE REQUIREMENTS

Two (2) vehicles are required. The number of vehicles may be adjusted by mutual agreement of the parties based on customer demand.

5.0 SERVICE PERIOD

The vehicles will operate on weekdays only. Revenue hours will be mutually agreed upon with the purpose of connecting the Hornsby Bend/Austin’s Colony area to the Capital Metro service area.

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner.

Service adjustments may happen on an as-needed basis and will not always follow Capital Metro’s normal service changes during the months of January, June, and August. CARTS shall provide services in the prescribed service area as established by Capital Metro and communicate any operational difficulties or delays with Capital Metro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling at least one (1) mobility device position.

Vehicle branding and logos must be approved by Capital Metro staff. Capital Metro shall supply logos or magnets or wraps for the vehicles if specific Hornsby Bend Service logos, emblems or identification are required. Logos shall be promptly removed at the end of the Supplement term.

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the vehicle is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to the health and well-being of the customers and operator of the vehicle. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours. Vehicles shall be equipped with customer notice holders.

Vehicle bodies, frames, and components shall be in sound condition, and free of all damage that compromises the safe operation of the vehicle. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

At its discretion, Capital Metro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by Capital Metro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

All CARTS vehicles shall be capable of comfortably seating a minimum of five (5) customers.

Ramps and lifts shall comply with ADA standards. Securement for mobility devices shall consist of wheel clamps, and four (4) securement belts. Additionally, a lap belt shall be required for customer preference.

The vehicles air conditioning system shall be of sufficient size and capacity to maintain a comfortable, constant temperature throughout the vehicle. The heating system shall have proportional controls and be of sufficient capacity to maintain a comfortable, constant temperature throughout the vehicle.

8.0 EQUIPMENT CONDITION

CARTS shall maintain each vehicle in a clean condition throughout, both interior and exterior, at all times that the vehicle is in service for Capital Metro. All vehicles shall be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.) prior to the vehicle going into service each day. Each vehicle shall be detailed at a minimum of once every ninety (90) days. The detailing shall include, but is not limited to:

- a) Removal of all graffiti.
- b) Cleaning of all side panels.
- c) Cleaning of ceiling panels.
- d) Cleaning dome light covers.
- e) Cleaning of seats, including frames.
- f) Cleaning floors (i.e. gum removal)
- g) Exterior cleaning, repaint wheel rims, if necessary.
- h) Be free of body damage, have no missing or unpainted panels.
- i) Wheel rims shall be supplied by CARTS.
- j) Have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

9.0 SPARE VEHICLES

Spare vehicles, fully meeting all vehicle requirements listed above in section 7.0, including but not limited to mobility device accessibility and graphic requirements, shall be maintained and dispatched for replacement purposes within one (1) hour of the time any the primary vehicle becomes inoperable or shall be removed from service for repairs.

10.0 REPORTING

CARTS shall provide ridership data and such other operating data in connection with the Contracted Service as may reasonably be requested by Capital Metro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided on a monthly basis along with a CARTS invoice for that month. The following information shall be provided to the Capital Metro Project Manager:

- a) Boardings for the entire month (including no-shows).
- b) Summary of vehicle and customer accidents for the entire month.
- c) Late and missed trips for the entire month.
- d) Miles driven for the entire month.
- e) On-time performance for each week, as well as the monthly average.
- f) Road calls for the entire month.
- g) Number of passengers per hour (passengers divided by hours).
- h) Fare box recovery (fares divided by operations cost).
- i) Cost per passenger (passengers divided by cost).
- j) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

Capital Metro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Services may include, but are not limited to adding or decreasing vehicles, expanding or contracting the Hornsby Bend defined service area, and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below seventy-five percent (75%) or above one hundred and twenty-five percent (125%) of the total projected annual vehicle hours, Capital Metro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such renegotiations may also occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose a method of compensation for service expansion including adding vehicles. Capital Metro reserves the right, upon notification to CARTS, to transfer portions or all of the Contracted Service to another service provider based on the operational needs of Capital Metro.

CARTS may also request a transfer of portions or all of the Contracted Service to another service provider by providing Capital Metro at least six (6) months' notice in advance based on the operational needs of CARTS.

12.0 HOLIDAY SCHEDULE

The Contracted Services shall follow the CARTS holiday schedule.

13.0 TRAINING

All vehicle operators hired by CARTS shall attend, at a minimum, the following training:

- a) Six (6) hours of defensive driving training and two (2) hours of overview of Capital Metro service. CARTS shall be responsible for providing a certified defensive driving course for all vehicle operators, prior to driving.
- b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hours of refresher training.
- c) The cost of vehicle operator's wages during training shall be borne by CARTS.
- d) CARTS shall be required to ensure all vehicle operators are aware of proper customer communication practices required for polite customer assistance and participate in customer service training for at least two (2) hours annually.
- e) CARTS shall ensure all vehicle operators complete training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any vehicle operator who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as refresher training and retraining, shall be conducted by CARTS. CARTS shall be required to have a vehicle operator development program in place to address all vehicle operator related training needs. Capital Metro shall inform CARTS in writing of any changes in operating procedures; CARTS shall be responsible for any training at their cost for existing vehicle operators which is needed as a result of changed procedures.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with Capital Metro's uniform and appearance requirements at all times while on duty or when in uniform. The uniform and appearance standards are available here:

https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Policies/Policy%20-%20All%20Operating%20Procedure%20-%20CMTA%20Uniform%20and%20Appearance%20Standards.pdf.

At all times while on duty, vehicle operators shall be well groomed, clean and in complete uniform. All vehicle operators shall be neat in appearance, uniform clean and pressed, shoes shined, hair clean and neatly cared for.

All uniform standards shall be subject to Capital Metro approval.

15.0 REMOVAL

Capital Metro may require CARTS to immediately remove, pending investigation, any vehicle operator from Capital Metro service for any one of, but not necessarily limited to, the following:

- a) Committing unsafe or inappropriate acts while providing service.

- b) Failure to follow Capital Metro policies and procedures.
- c) Cell phone use while operating Capital Metro vehicle, including texting and use of Bluetooth devices.
- d) Revocation, suspension or non-renewal of a valid driver's license.
- e) A criminal conviction as set forth in the Master Agreement section entitled "Personnel Assignments".
- f) Not in the approved uniform.
- g) Use of any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.
- h) Failure to follow safety rules and regulations.
- i) Failure to follow security policies, guidelines and procedures.
- j) Notification of an active warrant from any law enforcement or judicial agency.
- k) Any conduct which puts Capital Metro or its reputation at risk.
- l) Refusing trips assigned to them.

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the transportation service in accordance with the Supplement.

CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. Capital Metro's Program Manager, Bus Contracts, shall be Capital Metro's Project Manager for this Supplement. CARTS will coordinate with Capital Metro's Innovative Mobility department for operations and training support.

17.0 SUPERVISION

CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure vehicle operator adherence to procedures (i.e., customer response times, customer relations, etc.). Such supervision shall also include prompt responses to all investigation of accidents. Capital Metro reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Supplement.

18.0 DISPATCHING, RADIO COMMUNICATION, AND RESERVATIONS

CARTS shall be required to maintain dispatch and radio monitoring personnel to work during the hours of Contracted Service. CARTS shall be able to effectively dispatch assignments and provide prompt responses to vehicle operator and/or vehicle problems which could impact CARTS service. CARTS will work with Capital Metro to allow for Capital Metro's ability to monitor radio and text communications between CARTS dispatch office and CARTS vehicle operators regarding Contracted Service. CARTS would also have the option of having a supervisor on call to respond to questions or problems.

This communication shall be via two-way radios. Base station, tower and fixed vehicle radios to be provided by CARTS.

CARTS drivers shall have the equipment necessary to accept reservations made through the CARTS call center. CARTS shall staff a pre-determined telephone number during business hours, Monday through Friday to accept phone reservations (the "CARTS call center").

19.0 FARE COLLECTION

CARTS shall collect fares and charges established by Capital Metro. Without Capital Metro's approval, no free transportation service shall be provided to persons other than the following:

- a) Capital Metro employees, contractors or dependents with valid identification.
- b) Senior or persons with disabilities with the proper Capital Metro issued identification card.
- c) Youth under eighteen (18) years old.
- d) UT students presenting a valid student identification card.
- e) Complimentary tickets or ticket passes.

Capital Metro shall notify CARTS of changes in the fare structure.

Fares may be collected through the Capital Metro App if applicable. Cash fares will be collected by CARTS and deducted from monthly invoices to Capital Metro. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment or vehicle operator is retrieved regularly, at a minimum of once per month by Capital Metro designated personnel or contractors.

20.0 CUSTOMER COMPLAINTS

CARTS shall direct customers to file complaints with Capital Metro via telephone, in person or written correspondence. Once Capital Metro has forwarded the complaint for investigation to CARTS, CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. CARTS shall be provided access to a Capital Metro designated customer comment program (currently called Service One) to access all complaint information. At the end of the Supplement term access to this program shall be terminated.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable Capital Metro to meet its National Transit Database ("NTD") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall obtain an independent audit of said annual NTD reports at CARTS's expense and submit to Capital Metro by November 30.

22.0 PERFORMANCE SPECIFICATIONS

CARTS shall at all times strive to meet the performance standards listed below in order to provide the highest level of service possible. Capital Metro reserves the right to monitor CARTS in its performance of the Contracted Service to be provided under the Supplement.

The following are the performance specifications:

- a) No more than eight (8) complaints per 10,000 customers.
- b) No more than three (3) vehicle accidents per 100,000 vehicle miles.
- c) No more than three (3) passenger accidents per 100,000 miles.
- d) Ninety percent (90%) of trips are on time. For purposes of this Supplement (An on-time trip is one which the vehicle shows up to board the customer in 15 minutes or less of the scheduled time.

23.0 MARKETING AND PUBLIC RELATIONS

Capital Metro shall furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Contracted Service. CARTS shall distribute Capital Metro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by Capital Metro from time to time. Capital Metro shall be the exclusive public media spokesman in connection with the Contracted Service.

24.0 PERSONNEL QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards and are qualified to perform Capital Metro Contracted Service:

- a) Be employees (full or part-time) of CARTS.
- b) Have appropriate driver's license with passenger endorsement and air brakes, if operating a vehicle.
- c) Have the ability to read, write, and speak English.
- d) Be sensitive to customers' needs.
- e) Have the ability to handle complaints and problems as required.
- f) Pass a Department of Transportation ("DOT") physical and comprehensive drug screen.

25.0 DRUG AND ALCOHOL TESTING PROGRAM

CARTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the

United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or Capital Metro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

CARTS drug and alcohol policy for Contracted Service shall include zero tolerance for positive results and other violations of the policy. Employees of CARTS with a confirmed positive drug or alcohol test may not be used to perform work under the Supplement.

CARTS agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System ("MIS") reports annually on or before February 28th to Capital Metro.

CARTS agrees to submit a copy of its Policy Statement developed to implement its Drug and Alcohol Testing Program and consult with Capital Metro on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

CARTS will adhere to the FTA training frequency requirements as outlined under 49 CFR.

26.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. Capital Metro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan ("SMS") and CARTS shall ensure that the principles of SMS are included in the Contracted Service operation. CARTS shall provide Capital Metro with a copy of such plan.

CARTS shall participate in periodic emergency readiness training and drills, at the direction of Capital Metro.

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.