

**AMENDMENT NO. 3 TO CONTRACTED SERVICES SUPPLEMENT NO. 4
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Route 990 – Manor Express)

This Amendment No. 3 to Contracted Services Supplement No. 4 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 for 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**”.

RECITALS:

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (“**Agreement**”); and,
- B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 4 dated effective May 1, 2015 (“**Supplement**”); and,
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective September 25, 2017 (“**Amendment No. 1**”); and,
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective October 2, 2020; and,
- E. Whereas, the Parties desire to amend the Supplement.

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

AGREEMENT:

A. AMENDMENT.

- 1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:

CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-3 (“**Scope of Services**”) attached and incorporated herein for all purposes (“**Contracted Service**”). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-3) and the Agreement.

2. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

B. **FEES FOR SERVICES.** For Contracted Service 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.

3. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. **TERM.** The term of this Supplement shall commence on May 1, 2015 and terminate on September 30, 2022. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days' advance written notice to the other Party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

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-3 – Scope of Services

ATTACHMENT SFP-3

**SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 4 TO MASTER REGIONAL MOBILITY AGREEMENT**

Route 990 – Manor Express

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

October 1, 2017 – September 30, 2018	\$71.03 per vehicle hour
October 1, 2018 – September 30, 2019	\$73.16 per vehicle hour
October 1, 2019 – September 30, 2020	\$75.74 per vehicle hour
October 1, 2020 – September 30, 2021	\$75.74 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour

Capital Metro Source of Funds for Payment of Contracted Service: 100% Local Funds

For the purposes of payment, a fixed route vehicle hour means the time a vehicle leaves its base for 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). Vehicle hours between Manor Park and Ride Lot and Elgin Park and Ride Lot shall not be billed under this Supplement.

ATTACHMENT SOS-3

SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 4 TO MASTER REGIONAL MOBILITY AGREEMENT

Route 990 – Manor Express

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 4 to Master Regional Mobility Agreement (“**Supplement**”) documents the requirements related to the operation of Route 990 - Manor Express. Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide an 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 the Capital Metro’s service area within the scope of this Contracted Service.

CARTS shall furnish all supervision, security protection, personnel, 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, including, but not limited to, the Code of Conduct, Tobacco-Free Workplace Policy, Physical Access Control Policy, and Access Control. The policies and procedures can be found here:

https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

Capital Metro Route 990-Manor Express fixed route (“**Contracted Service**”) The route presently operates between downtown Austin and Manor Park and Ride Lot. The extension between Manor Park and Ride Lot and Elgin Park and Ride Lot is not a part of this Supplement or Agreement.

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Each Weekday = 10.15

Estimated Total Hours Annually = 2,700.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required. Vehicles may be added or removed in the future upon agreement between CARTS and Capital Metro.

5.0 SERVICE PERIOD

The vehicle will operate on weekdays. Revenue hours are approximately 5:00 a.m. to 8:30 p.m. primarily during peak periods (times may vary within this window, based on the specific route schedule).

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trip schedules provided by Capital Metro. Capital Metro service changes occur three times per year during the months of January, June and August. CARTS shall follow the prescribed routes and schedules as established by Capital Metro and communicate any route detours or route delays with Capital Metro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; provision for Capital Metro to install a Genfare fare box; installation of a manual fare box for fares collected between Manor and Elgin; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling two (2) mobility device positions.

All vehicles shall be painted in accordance with Capital Metro's graphic program. Capital Metro shall supply logos for the vehicles. Vehicles shall bear no other logos, emblems or identification unless required by law or approved by Capital Metro. Capital Metro 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 have illuminated destination signs that are highly visible and in compliance with ADA regulations and programmed with proper route and safety designations as defined by Capital Metro. All destination signs shall be illuminated for night operation.

Vehicles shall be equipped with customer notice holders, and customer discharge bells.

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 vehicles shall be capable of comfortably seating a minimum of twenty (20) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

All vehicles shall be equipped to permit inward and outward mobility device boarding. 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 bus 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 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 MONTHLY REPORTS

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 CARTS invoice for that month. The following information shall be provided to the Capital Metro Project Manager:

- a) Boarding for the entire month.
- b) Summary of vehicle and passenger 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) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

Capital Metro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) 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 would also occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose 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

Capital Metro reserves the right to operate modified schedules which it deems appropriate in conjunction with the holidays listed based on what is shown in the most current Capital Metro Destinations schedule book which may be accessed here: <https://www.capmetro.org/destinations/>. CARTS should be prepared to ensure that Contracted Service are provided in accordance with such holiday schedules.

13.0 TRAINING

All bus 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 bus 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 bus operator's wages during training shall be borne by CARTS.
- d) CARTS shall be required to ensure all bus 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 bus operators complete training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any bus 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 bus operator development program in place to address all bus 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 bus operators which is needed as a result of changed procedures.

All training programs shall be subject to Capital Metro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS SPECIFICATION

CARTS shall comply with Capital Metro's uniform and appearance requirements. 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.

Any deviations from the uniform and appearance standards must be approved by Capital Metro in its sole discretion.

15.0 REMOVAL

Capital Metro may require CARTS to immediately remove, pending investigation, any bus 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) Violating the uniform and appearance standards without approval.
- g) Using 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; and/or
- k) Any conduct which puts Capital Metro or its reputation at risk.

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.

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 bus operator adherence to procedures (i.e., on-time performance, 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

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 bus 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 communications between CARTS dispatch office and CARTS bus 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.

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) Seniors or persons with disabilities with the proper Capital Metro issued identification card.
- c) K – 12 students, with valid ID.
- d) Ten (10) and younger must be accompanied by someone twelve (12) or older.
- e) UT students, faculty or employees presenting a valid UT identification card.
- f) Complimentary tickets or ticket passes.

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

All fare collection equipment shall be owned by and supplied by Capital Metro and maintained by Capital Metro or its contractors. Capital Metro shall reimburse CARTS for time to have fare box maintained and cash collected at a location as defined by Capital Metro based on the vehicle hour rate defined in the SFP. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment is retrieved regularly, at a minimum of once per month by Capital Metro designated personnel or contractors.

Fares collected from customers for travel between Manor and Elgin shall not be comingled in Capital Metro's fare collection process and shall be collected separately in a manner determined by CARTS.

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 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 associated with the Contracted Service:

- 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 operating on-time. (An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late.)

23.0 ON-TIME PERFORMANCE

CARTS operators must complete daily logs with scheduled times and actual times entered at all time points to record and measure on-time performance (OTP). An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late. Sampling could be required if CCRS trended an increase because OTP issues. Capital Metro personnel may also conduct checks.

24.0 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.

CARTS shall be responsible to market and promote the route between Manor and Elgin by measures determined by CARTS. Capital Metro shall include the extension of the route beyond Manor in its marketing materials with an explanation that separate fares are required.

25.0 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 a Class B driver's license with passenger endorsement and air brakes, if operating a bus.
- 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.

26.0 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.

27.0 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.