

INTERLOCAL AGREEMENT
City of Austin Urban Rail Program

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Interlocal Agreement is made and entered into by and between the City of Austin, a home rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee (CITY) and Capital Metropolitan Transportation Authority (CAPMETRO) a transportation authority and organized under the provisions of the Texas Transportation Code, Chapter 451, sometimes collectively referred to as the “Parties”. In consideration of the mutual covenants and promises stated in this Agreement, the parties agree as follows:

Section 1. UR Traffic Study. CITY and CAPMETRO wish to jointly produce the Urban Rail Traffic Study for Guadalupe and Lavaca Corridor – Phase 1 (UR Traffic Study), which shall be prepared in accordance with Phase 1 of the Scope of Work as described in Exhibit I, Scope of Work of this Agreement (Scope of Work) which is fully incorporated herein. The UR Traffic Study is currently being prepared by the CITY's current Advanced Conceptual Engineering consultant, Austin Urban Rail Partners Joint Venture (AURP) between consulting firms AECOM USA Group (AECOM) and Lockwood, Andrews & Newnam, Inc. (LAN).

Roles and Responsibilities. CITY initiated the study and will directly manage the work. CAPMETRO will provide data pertaining to existing and proposed operations, participate in scoping, progress, and review meetings, and provide review comments on interim and final deliverables.

Section 2. Fee estimate and CAPMETRO’S contribution. The budget and cost for the UR Traffic Study, including a breakdown of costs, is set forth in Exhibit II, Fee Estimate of this Agreement which is fully incorporated herein. CAPMETRO’s full monetary contribution for the production of the UR Traffic Study shall be \$50,000. The City will invoice CAPMETRO upon completion of the UR Traffic Study, and CAPMETRO will pay in accordance with the Prompt Payment Act - Texas Government Code 2251.021(b). CAPMETRO shall receive a copy of the completed UR Traffic Study and any other associated deliverables. Any additional scope or subsequent phases of the UR Traffic Study are not the responsibility of CAPMETRO; and will be subject to a new or amended Agreement.

Section 3. Task Meetings. CAPMETRO shall participate in all task meetings.

Section 4. Schedule and Term of Agreement. The work has already begun and will proceed as set out in the Scope of Work.

Section 5. Termination. This Agreement will terminate following acceptance by CAPMETRO of the deliverables as noted in Section 2. This Agreement may be terminated by the written agreement of both parties. In the event that either party is in default of its material obligations under this Agreement and fails to remedy such default within sixty days after receipt of written notice thereof, the Agreement may be terminated at the option of the party not in default upon

expiration of the sixty day period. Termination or cancellation of the Agreement will not affect the rights and obligations of the parties accrued prior to termination

Section 6. General Provisions.

A. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.

B. Severability. If any word, phrase, clause, sentence, paragraph, section or other portion of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of the Agreement will not be affected by the invalidity and will be construed as if the invalid portion was not contained in the Agreement. The provisions of this Agreement are expressly deemed severable for this purpose.

C. Cooperation. The parties to this Agreement agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

D. Independent Contractor. This Agreement will not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CAPMETRO's services will be those of independent contractor. CAPMETRO understands that the Agreement does not grant any rights or privileges established for employees of the City.

E. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter of this Agreement.

F. Amendments. Any amendment of this Agreement must be in writing and signed by the authorized representative of each party to this Agreement.

G. No Amendment of Other Agreements. Unless otherwise expressly stipulated in this Agreement, this Agreement is separate from and is not an amendment or modification of any other agreement between the parties.

H. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law provisions. Both parties recognize that the CITY and CAPMETRO are subject to the Texas Open Records Act and unless accepted by that Act, documents in the CITY's and CAPMETRO's possession are subject to public disclosure.

I. Venue. Venue for any action arising hereunder will be in Travis County, Texas.

J. Notices. Notices to be provided under this Agreement is sufficient if forwarded by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of a party as shown below:

CITY: Scott Gross, P.E., Austin Transportation Department
One Texas Center
505 Barton Springs Rd
Austin, Texas 78704-1245

CAPMETRO: Todd Hemingson
2910 E. 5th Street
Austin, Texas 78702

K. Effective Date. This Agreement will be effective on the date it has been executed by the authorized representative of both parties.

Section 7. Signatories

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

**Capital Metropolitan
Transportation Authority**

By: _____

Linda S. Watson
President/CEO

Date: _____

Approved as to form:

By: _____

Capital Metro Attorney

City of Austin

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Assistant City Attorney

EXHIBIT I
SCOPE OF WORK

ADDITIONAL SERVICES PROPOSAL

CITY OF AUSTIN URBAN RAIL PROJECT SCOPE OF SERVICES

PROJECT FOR:

CITY OF AUSTIN TRANSPORTATION DEPARTMENT

PROJECT TITLE:

URBAN RAIL ADVANCED CONCEPTUAL ENGINEERING STUDY

SUBTASK 5.5: TRAFFIC STUDY FOR GUADALUPE AND LAVACA CORRIDOR

GENERAL SCOPE AND OBJECTIVES OF THE PROJECT:

Austin Urban Rail Partners (AURP) shall perform a traffic study for the Guadalupe Street and Lavaca Street Corridor between S.1st Street and W. Martin Luther King Jr. Boulevard (MLK). The objectives of this study are to:

- 1) Determine the operational effects of adding Urban Rail and MetroRapid BRT to this corridor by assessing:
 - a. Vehicular (auto) traffic impacts, and
 - b. Urban Rail and MetroRapid operations.
- 2) Prepare presentation materials (videos) to be used by the City.

The study is broken into two (2) phases. Phase 1, which is included in Supplemental Amendment No. 1, involves analyzing Existing and Opening Year Conditions. Phase 2, an optional service that may be authorized by the City in the future, would build upon this and involves analyzing Future Year Conditions.

PHASE 1

TASK 0 – PROJECT KICKOFF

City of Austin and AURP staff will conduct a project kickoff meeting where project management and schedule will be discussed, including: schedule with milestones, consultant responsibilities, document flow, quality control, and deliverable formatting requirements.

Deliverables:

- 1) Meeting exhibits and presentation documents.
- 2) Meeting minutes and notes.

TASK 1 – DATA COLLECTION

Field Visit – AURP will verify the centerline geometry of the proposed rail line, and will conduct a field visit to review existing roadway and intersection geometry.

Traffic Counts – All traffic counts are to be provided by the City. Specific traffic count locations and data needs will be discussed prior to project kickoff. A list of intersections included in this study is given as Attachment A.

Travel Time Data – Travel time data will be collected by AURP and used to calibrate simulation models. Travel time data will consist of a maximum of four (4) runs during the AM Peak and four (4) runs during the PM Peak on each Guadalupe Street and Lavaca Street between S. 1st Street and MLK.

Operational Assumptions - In order to construct simulation models, operational assumptions will be needed from the City and Capital Metro. Assumptions may include:

- Urban Rail and MetroRapid operating characteristics
 - Headways
 - Speeds
 - Station dwell times
 - MetroRapid station locations
 - Urban Rail station locations
- Auto vehicles/train/BRT vehicle interaction
 - Shared Lanes
 - Left-turns across Urban Rail guideway
- Any unique auto vehicle operating characteristics
- Transit Signal Priority assumptions (if any)
- Existing traffic signal timing plans
- Any signal timing preferences

Projected Traffic Volumes - Traffic volumes will be projected using traffic growth rates obtained from the Capital Area Metropolitan Planning Organization (CAMPO). Any mode shift or traffic volume assumptions supplied by CAMPO or the City will be considered in traffic simulation models and analyses.

Deliverables:

- 1) Field data
- 2) Traffic volume diagrams
- 3) Travel time data
- 4) List of Urban Rail and MetroRapid BRT operational assumptions
- 5) Traffic Projections

TASK 2 – EXISTING CONDITIONS MODELS

AURP will create models using the latest version of VISSIM simulation software. Existing Conditions will be analyzed under AM and PM Peak traffic conditions and will be calibrated using travel time data collected by AURP. Existing traffic signal timings will be implemented in models and vehicle characteristics will be adjusted to reasonably duplicate existing traffic conditions observed throughout the corridor. Settings obtained during calibration will be used in subsequent traffic models. Two (2) models will be constructed for Existing Conditions:

- AM Peak Hour Existing Conditions

- PM Peak Hour Existing Conditions

Simulation models will be inclusive of all intersections in the Guadalupe Street and Lavaca Street Corridor (see Attachment A); no adjacent streets will be included in models. Existing Conditions models will be constructed using plans or aerial imagery obtained from the City. Transportation modes to be included are:

- 1) Autos
- 2) Transit (rail and bus)
- 3) Bicycle and Pedestrian (if data is available)

AURP will evaluate Existing Conditions traffic operations on the study corridor pertaining to auto vehicle traffic. Measures of effectiveness (MOEs) will be analyzed by individual movement (left, through, right) and by intersection; MOEs will include:

- 1) Level of Service (LOS)
- 2) Average Vehicle Delay
- 3) Queues

Deliverables:

- 1) Calibrated Existing Conditions VISSIM models
- 2) Existing Conditions MOE tables

TASKS 3 – OPENING YEAR MODELS

The Opening Year will be established by the City and AURP during the project kickoff meeting. No Build Conditions models will operate under the same characteristics as those used for Existing Conditions models. Opening Year traffic volumes will be projected using growth rates obtained from CAMPO; any mode shift or traffic volume assumptions from the City will also be included. Opening Year Build Conditions will incorporate:

- Urban Rail
- MetroRapid BRT
- Optimized traffic signal timings

AURP will evaluate Opening Year MOEs for both auto vehicle and transit traffic (Urban Rail and MetroRapid BRT). Auto vehicle traffic will be analyzed by individual movement (left, through, right) and by intersection. Operating speeds will be measured between transit stops within project limits. MOEs for Opening Year Models will include:

- 1) Urban Rail operating speed (Build Condition Only)
- 2) MetroRapid BRT operating speed (Build Condition Only)
- 3) Level of Service (LOS)
- 4) Average Vehicle Delay
- 5) Queues

Once initial MOEs have been generated, adjustments will be made to optimize operations. These improvements are expected to be minor adjustments to transit operations, not roadway or

capacity improvements. A total of four (4) Opening Year traffic simulation models will be constructed:

- AM Peak Hour Opening Year No Build Conditions
- AM Peak Hour Opening Year Build Conditions
- PM Peak Hour Opening Year No Build Conditions
- PM Peak Hour Opening Year Build Conditions

Deliverables:

- 1) Optimized Opening Year VISSIM models
- 2) Opening Year MOE tables
- 3) Summary of Opening Year MetroRapid and Urban Rail operating speeds

TASK 4 – TRAFFIC SIMULATION VIDEOS

AURP will prepare a series of six (6) videos, one (1) for each of the scenarios analyzed for Existing and Opening Year Conditions. Additionally, AURP will develop up to four (4) videos for key locations where improvements are recommended. All animations will include aerial backgrounds provided by the City and will be in Windows Media (.avi) format.

Deliverable:

- 1) Animated videos for each of the six (6) scenarios analyzed for Existing and Opening Year Conditions
- 2) Up to four (4) additional videos for recommended improvements for Existing and Opening Year Conditions

TASK 5 – TECHNICAL MEMORANDUM

AURP will prepare a technical memorandum documenting methodology, MOEs and results. A draft will be submitted to the City and Capital Metro for review and comment. A final technical memorandum will be submitted three (3) weeks after receipt of comments. The memorandum will contain the following sections at a minimum:

- Scope and objective
- Methodology
- Analysis Results
- Recommended Improvements

Deliverables:

- 1) Draft technical memorandum
- 2) Final technical memorandum

MEETINGS

- 1) Project kickoff meeting
- 2) Project coordination meeting with the City and Capital Metro
- 3) Draft Memorandum and results meeting
- 4) One (1) additional meeting or presentation

ADDITIONAL SERVICES

The following services shall be considered outside of the Basic Scope of Services:

- 1) Collecting Traffic Counts.
- 2) Evaluation of alignment changes, service changes or changes in model assumptions after the kickoff meeting.
- 3) Analysis of alternative routes or adjacent streets.
- 4) Design services.
- 5) Public involvement.

SCHEDULE

A Phase 1 draft memorandum will be submitted to the City and Capital Metro twelve (12) weeks after receipt of NTP. A final memorandum will be delivered in hardcopy and electronic format within three (3) weeks from receipt of comments.

PHASE 2 (OPTIONAL)

TASK 1 – FUTURE YEAR MODELS

Future Year Conditions will occur 20 years after Opening Year Conditions. Future Year models will operate under the same assumptions as those used for Opening Year models. Future Year traffic volumes will be projected using growth rates obtained from CAMPO; any mode shift or traffic volume assumptions from CAMPO or the City will also be included.

AURP will evaluate Future Year MOEs for both auto vehicle and transit traffic (Urban Rail and MetroRapid BRT). Auto vehicle traffic will be analyzed by individual movement (left, through, right) and by intersection. Operating speeds will be measured between transit stops within project limits. MOEs for Future Year Models will include:

- 1) Urban Rail operating speed (Build Condition Only)
- 2) MetroRapid BRT operating speed (Build Condition Only)
- 3) Level of Service (LOS)
- 4) Average Vehicle Delay
- 5) Queues

Once initial MOEs have been generated, adjustments will be made to optimize operations. A total of four (4) Future Year traffic simulation models will be constructed:

- AM Peak Hour Future Year No Build Conditions
- AM Peak Hour Future Year Build Conditions
- PM Peak Hour Future Year No Build Conditions
- PM Peak Hour Future Year Build Conditions

TASK 2 – FUTURE YEAR TRAFFIC SIMULATION VIDEOS

AURP will prepare four (4) videos, one (1) for each of the scenarios analyzed for Future Year Conditions. Additionally, AURP will develop up to four (4) videos for key locations where

improvements are recommended for Future Year Conditions. All animations will include aerial backgrounds provided by the City and will be in Windows Media (.avi) format.

Deliverable:

- 1) Animated videos for each of the four (4) scenarios analyzed for Future Year Conditions
- 2) Up to four (4) additional videos for recommended improvements for Future Conditions

TASK 3 – UPDATE TECHNICAL MEMORANDUM

AURP will update the technical memorandum incorporating Future Year Conditions. A draft will be submitted to the City and Capital Metro for review and comment. A final technical memorandum will be submitted three (3) weeks after receipt of comments.

SCHEDULE

If authorized, an updated Phase 2 draft memorandum will be submitted to the City and Capital Metro eight (8) weeks after receipt of NTP for this phase. A final memorandum will be delivered in hardcopy and electronic format within three (3) weeks from receipt of comments.

ATTACHMENT A

Intersections Included in this Study

- Guadalupe St @ MLK Blvd (signal)
- Guadalupe St @ 18th St
- Guadalupe St @ 17th St
- Guadalupe St @ 16th St
- Guadalupe St @ 15th St (signal)
- Guadalupe St @ 14th St
- Guadalupe St @ 13th St
- Guadalupe St @ 12th St (signal)
- Guadalupe St @ 11th St (signal)
- Guadalupe St @ 10th St (signal)
- Guadalupe St @ 9th St (signal)
- Guadalupe St @ 8th St (signal)
- Guadalupe St @ 7th St (signal)
- Guadalupe St @ 6th St (signal)
- Guadalupe St @ 5th St (signal)
- Guadalupe St @ 4th St (signal)
- Guadalupe St @ 3th St (signal)
- Guadalupe St @ 2th St (signal)
- Guadalupe St @ Cesar Chavez St (signal)
- Lavaca St @ MLK Blvd (signal)
- Lavaca St @ 18th St
- Lavaca St @ 17th St
- Lavaca St @ 16th St
- Lavaca St @ 15th St (signal)
- Lavaca St @ 14th St
- Lavaca St @ 13th St (signal)
- Lavaca St @ 12th St (signal)
- Lavaca St @ 11th St (signal)
- Lavaca St @ 10th St (signal)
- Lavaca St @ 9th St (signal)
- Lavaca St @ 8th St (signal)
- Lavaca St @ 7th St (signal)
- Lavaca St @ 6th St (signal)
- Lavaca St @ 5th St (signal)
- Lavaca St @ 4th St (signal)
- Lavaca St @ 3th St (signal)
- Lavaca St @ 2th St (signal)
- Lavaca St @ Cesar Chavez St (signal)

EXHIBIT II
FEE ESTIMATE

Additional Services Proposal
City of Austin Urban Rail Project
Subtask 5.5
Traffic Study for Guadalupe and Lavaca Corridor

Austin Urban Rail Partners
Fee Estimate
July 29, 2010

		Senior Project Engineer	Senior Technical Expert	Project Engineer	Engineer	Senior CADD	Exec Asst	Total Hours	LABOR	EXPENSES	Total
		Roth	Feeney	Duncan	Gerrity, Cheek	Ortega	Glenn				
Avg Rate		\$ 165.00	\$ 240.00	\$ 125.00	\$ 100.00	\$ 100.00	\$ 80.00				
Task Description											
PHASE 1											
000	Project Kickoff and Management										
	Kickoff Meeting	2	8		8			18	\$ 3,050		
	Prepare Minutes and Notes		4		4			8	\$ 1,360		
	Project Administration		12				24	36	\$ 4,800		
001	Data Collection										
	Field Visit		8	16	16			40	\$ 5,520		
	Data Reduction		8	8	16			32	\$ 4,520		
	Traffic Counts Diagram			16	24	60		100	\$ 10,400		
002	Existing Conditions										
	Base Model - Geometry, & Signals			16	80			96	\$ 10,000		
	Existing Conditions - AM and PM Calibration		24	40	160			224	\$ 26,760		
	Calculate MOEs		8	16	40			64	\$ 7,920		
	Project Coordination Meeting		8	8	8			24	\$ 3,720		
003	Opening Year Conditions										
	Project volumes - balance network			8	40			48	\$ 5,000		
	No Build - AM and PM			8	40			48	\$ 5,000		
	Build - AM and PM		16	40	120			176	\$ 20,840		
	Calculate MOEs		8	16	60			84	\$ 9,920		
	Build Condition w/ operational changes - AM and PM		16	16	60			92	\$ 11,840		
004	Traffic Simulation Videos										
	Existing (AM & PM)		2		8			10	\$ 1,280		
	Opening Year - Build, No Build (AM & PM)		2	2	12			16	\$ 1,930		
005	Technical Memorandum										
	Draft Technical Memorandum	4	16	16	80			116	\$ 14,500		
	Draft Technical Memorandum Meeting		8	8	8			24	\$ 3,720		
	Final Technical Memorandum	4	4	8	16			32	\$ 4,220		
Expenses											
	See below									\$ 1,800	
TOTAL - PHASE 1											
	Labor	10	152	242	800	60	24	1288	\$ 156,300		
	Expenses									\$ 1,800	
	Total										\$ 158,100

Expenses	Unit	Quantity	Unit Cost	Cost
PHASE 1				
Paper Copies	SHT	250	\$0.20	\$ 50
Reproduction, Delivery, Mileage, Parking, Etc.	LS	1	150	\$ 150
Houston Staff Travel to Austin (\$200/person/event)	EA	8	200	\$ 1,600
Subtotal Phase 1				\$ 1,800