

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AUSTIN, TEXAS

CONTRACT MODIFICATION

1. CONTRACT NO: 200509	2. CONTRACT MODIFICATION NO.: 4	3. EFFECTIVE DATE OF C.M. See Block 9	4. CONTRACTOR NAME: Intersection
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION: \$0 NO INCREASE (REVENUE CONTRACT)

PRIOR TOTAL PRICE: \$ 23,957

NEW TOTAL PRICE: \$ 23,957

7. TERM OR PERIOD OF PERFORMANCE: NO INCREASE

PRIOR: 6/03/23

NEW: 6/03/25

8. CONTRACTOR'S EXECUTION:

Name & Title: Scott Goldsmith  
(Print or type)

Signature:   
Scott Goldsmith (May 7, 2024 13:55 EDT)

Date Executed: 05/07/2024 /    / 2024   

9. CONTRACTING OFFICER'S EXECUTION:

Name: Jeffery Yeomans, Contracting Officer  
(Print or type)

Signature: \_\_\_\_\_

Date Executed:    /    / 2024   

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is in accordance with Exhibit E-Revised-1, Contractual Terms and Conditions, Section 17 CHANGES, to be made a part hereof for all pertinent purposes:

Refer to Attachment 2, Installation and Removal Requirements. Attachment 2 shall be replaced in its entirety with Attachment 2-Revised-1, attached hereto and made a part hereof for all pertinent purpose. Changes are highlighted in yellow. Summary of changes include revising the installation procedure to allow for the installation of vinyl on vinyl.

[END OF MODIFICATION #4]

**ATTACHMENT 2-REVISED-1**

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**RFP 305142 – Transit Advertising Bus & Rail Vehicles  
INSTALLATION AND REMOVAL REQUIREMENTS**

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**1. ADVERTISING INSTALLATION AND REMOVAL REQUIREMENTS**

(a) Capital Metro requires the installation and removal of bus and rail and station advertising materials that include interior placards (car cards) and exterior vinyl advertisements. Installation and removal must be done in a timely manner

(b) The Contractor shall remove unapproved, damaged or defaced vinyl within seventy-two (72) hours of notice given by the Authority.

(c) Material and Appearance of Advertisement. The Authority requires that all exterior advertising materials have the following characteristics: removable, pressure-activated for easy sliding, tacking, snap-up and repositionable. The Authority has previously approved the use of Busmark 5800 and 3M 3552c vinyl with 8519 overlam or equivalent for short-term campaigns (1 month to 9 months). For full bus wraps, 3M 3552c with 8519 overlam or 3M 180c-10(latest version) with 8519 overlam have been the only acceptable materials. Campaign length determined whether 3M 3552c or 3M 180c-10 will be used. **For advertisements installed on top of a vinyl livery, the vinyl must honor the warranty terms of the base vinyl livery and be printed on ultra-removable 3M IJ3552C or 3M IJ46 with 8519 overlam, unless an exception is approved in writing by the Project Manager.** Contractor shall assure that all exterior advertisements are installed, and removed in accordance with current industry standards. Additionally, contractor shall perform installation such that each ad (1) shall be free from wrinkles, blisters or similar defects; (2) shall be "squared" to the vehicle contour lines; and (3) shall present a sharp and clean appearance. Contractor has permission to ask the fixed route operations & maintenance (O&M) contractor to adjust vehicle to a level parking position if needed in order to accommodate a "squared", sharp and clean appearance.

**(d) Vinyl Livery: The Authority uses painted and vinyl liveries for buses and trains. Capital Metro will identify the type of livery in the fleet plan. When installing advertisements on top of a vinyl livery, the Contractor must honor the warranty terms of the base vinyl livery and use approved material.**

(e) No "layering" of vinyl advertisements is permitted (i.e., the previous vinyl must be removed before application of a new vinyl unless previously approved by the Authority). The only exceptions **are advertisements that are placed on top of a vinyl livery,** patches to repair damaged ads, safety decals, unit numbers or snipes. Only one layer is allowed for said exceptions.

(f) Prior to installation, the Contractor shall do a pre-inspection of the surface area in order to identify any pre-existing surface damage in the area where the advertisement will be placed. The Contractor shall photograph each incident found, submit a damage report to the Maintenance Contractor for the Supervisor on Duty to review/sign and forward all documentation to the Capital Metro Project Manager.

(g) Upon removal of the vinyl advertisement, the Contractor will inspect the vehicle for any surface damage that occurs. If any surface damage is revealed whether due to the advertisement installation or other defect, the Contractor shall photograph each incident, submit a damage report to the Maintenance Contractor for the Supervisor on Duty to review/sign and forward all documentation to the Capital Metro Project Manager. The Authority shall check the condition of the vehicles periodically to verify no paint is peeled or cut when the graphics are installed and/or removed. The Authority shall be notified of any such damage and the Contractor shall not proceed with installation on that same bus for 72 hours after notification to the Authority to enable the Authority time to inspect the damage if so desired.

(h) Placement of Advertisements

**ATTACHMENT 2-REVISED-1**

(1) No vinyl will be allowed to interfere with any safety devices or safety decals, lights, or signals on the Authority's vehicles or trains. This includes, but is not limited to, reflective materials, side directional lights, side reflectors, safety windows and other features. In addition, vinyl cannot interfere with the normal utilization of fuel doors, windows, vents, c-car, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.

(2) Vinyl shall not be placed over any body moldings, with the exception of window frame moldings.. Vinyl applied over body panel seams shall be sliced and tucked into those seams.

(3) Vinyl smaller than the area allocated, shall be centered in the allocated area whenever possible.

(4) Vinyl shall not be placed within three (3) inches of the bottom of the back of the bus to allow for the placement of reflective tape.

(i) Reporting

(1) Contractor will provide weekly to Capital Metro detailing all installs in the previous seven (7) calendar days. Report will include transit advertising contract number, vehicle number or yard location, date of install, brief description when necessary, as well as identifying the side of the vehicle the ad was placed.

(2) Contractor shall provide the Authority with digital photos or access to one example of each installed ad for the purpose of proof of performance.

(j) Hours of Installation

(1) Installation of advertisements on trains must be arranged with the Capital Metro rail department The contractor is responsible for making all arrangements for installations and ensuring safety standards are followed on the yard. .

(2) Installation of advertisements on buses will only be allowed on evenings after 6:30 p.m. until 3:30 a.m. during weekdays and all day on weekends.

Although most buses will be on the lots during these specified times, Contractor may find that some buses are unavailable for installs and removals during these periods, Contractor may contact the Vehicle Maintenance Supervisor or Superintendent on each yard with a request to hold buses. Installation and removal requests for buses to be held should be made forty-eight (48) hours prior to initiating work. Buses will not be held during the peak hours (Monday - Friday 6:00 a.m. to 9:00 a.m. or 3:00 p.m. – 6:00 p.m.). Exceptions may be granted by the Authority during peak periods when advertising volume is high resulting in the need to hold buses and require the use of a maintenance bay during peak hours.

**2. OFFICE / MAINTENANCE LOCATION**

(a) During on-site installation and/or repairs to advertising of the Authority's fleet, the Contractor shall be responsible for providing and storing all necessary parts, equipment, materials, and/or tools associated with the performance of this contract at the Contractor's off-site facility.

(b) The Contractor shall provide an emergency phone number for the Authority to reach the Contractor in the case of an emergency situation. The Contractor shall respond to an emergency situation within twenty-four (24) hours of the Authority's request.

**ATTACHMENT 2-REVISED-1**

**3. CONDUCT OF EMPLOYEES**

- (a) The Contractor shall ensure that its officers, agents or employees while on or using Authority or leased premises or equipment shall conduct themselves in a safe and proper manner and if a complaint is made by Authority personnel, the Contractor shall take such corrective measures as are necessary. If the Contractor does not take such corrective measures, the Authority may deem the Contractor in breach of its obligations under the Contract. The Contractor further agrees that in the exercise of the rights and privileges granted hereunder its employees or representatives shall not deface or damage the property of the Authority or deposit or scatter any rubbish, debris, waste, litter or other material in or about said premises. The Authority will identify a trash receptacle for disposing of any advertising materials. Any subcontractors are the responsibility of the prime contractor.
- (b) The Contractor agrees to assume full liability and responsibility for actions on the part of its employees and shall pay for any clean up required to restore the property to its condition prior to entry by the Contractor or as otherwise determined to be necessary by the Authority.
- (c) All employees working for Contractor must be 18 years or older.
- (d) Contractor and Contractor's employees will be required to attend a bus and rail safety class provided by the Authority. Time spent in training will not be compensated.
- (e) Contractor and Contractor's employees shall abide by all Federal Railroad Administration rules with regard to safety aboard the train and in the rail yard.

**6. CONTRACTOR'S WORK ON AUTHORITY PROPERTY**

- (a) The Contractor shall keep any Capital Metro on-site work area, in a neat and safe condition.
- (b) The Contractor shall provide all necessary parts, equipment, materials and/or tools required to perform the required work. The Contractor shall not store any parts, equipment, materials and/or tools on Authority property with the exception of approved ad materials for which temporary storage will be allowed per Section 7(a) hereof.
- (c) The Authority shall make every attempt to provide sufficient room between vehicle rows so as to allow for installation or removal of ads while buses are parked, at each applicable site. In some locations indoor workspace may be available and Contractor is required to give a forty-eight (48) hour notice to schedule a time to utilize a designated enclosed bay for the sole use of applying full wraps, side and back murals.. The Contractor shall perform the work in such a manner as to eliminate unnecessary noise, obstruction, hazardous conditions or other disturbances to the Authority's operation or its personnel. During the performance of the work, the Contractor shall bear full responsibility for the protection and safety of the public, Authority personnel and Authority equipment and facilities. Any damage arising from the Contractor's performance of the work shall be repaired or remedied immediately at the Contractor's sole expense.

**7. CONTRACTOR INGRESS AND EGRESS**

- (a) The Contractor shall ingress and egress the Authority's premises or leased property through the appropriate security guard and on-duty maintenance supervisor.
- (b) Capital Metro grants to the successful Contractor, subject to the rules of Capital Metro, the right of duly authorized and properly trained and identified representatives of the Contractor to enter into and on the property of Capital Metro for the purpose of inspecting, installing and maintaining advertising. The successful Contractor's employees working on and around Capital Metro property shall wear and properly use safety gear, including appropriate clothing, reflective vests and tools at all times while on Authority property. Capital Metro will provide "Capital Metro Contractor Identification badges" to those representatives of the Contractor who require access to the facilities and fleet of Capital Metro. Capital Metro Contractor Identification badges

**ATTACHMENT 2-REVISED-1**

are issued for identification purposes only and shall be displayed on the Contractor's person while on Capital Metro property. All work shall conform with all current safety practices, including, but not limited to OSHA, Federal Transit and Federal Railroad Administration Safety Rules.

(c) The Contractor shall provide reflective safety vests for its employees to be worn at all times while on Authority property. A \$50 replacement fee will be assessed for a lost badge. Special Equipment and Rail personnel may be required for ingress and egress of rail property

(d) The Contractor shall use a clearly identifiable vehicle for purposes of entering Authority property. All vehicles used to install, remove or maintain the advertisements on the Authority's buses while on Authority property or Authority leased property shall display a business sign on the outside of each front door, both left and right sides, signifying the Contractor's name. The sign may be of the magnetized type. No private vehicle shall be allowed on Authority property or Authority leased property unless the vehicle displays the proper signage. The Contractor may park said vehicle on Authority properties in close proximity to the vehicle or static structure in order to perform the installations and removal but must do so in a manner that eliminates unnecessary noise, obstruction, hazardous conditions or other disturbances to the Authority's operation or its personnel and protects the safety of the public, Authority personnel and Authority equipment and facilities. Contractor vehicles used on or near rail right of way, up to 50', must be approved by the Authority. Contractor must also comply with the Capital Metro yard policies, See **Attachment 3 – Yard Policy**

(e) The Contractor shall not interfere with the Authority's operations when installing, removing or maintaining advertisements.