

BOARD OF DIRECTORS MEETING AGENDA

MONDAY, OCTOBER 19, 2026, 3:00 PM

801 GROVE STREET
Fort Worth, Texas 76102

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS

MEETING MINUTES

1. Approval of September 21, 2026 Board Meeting Minutes

INFORMATION ITEM & REPORTS

1. Operations
 - a. TEXRail & TRE Ridership & On-Time Performance Update Brad Beason
 - b. Bus & On-Demand Ridership & On-Time Performance Update Ron Newman
2. Finance
 - a. August 2026 Financial Update Eva Williams

ACTION

1. BA2027-1 TEXRail Extension – Owner Controlled Insurance Program Richey Thompson
(OCIP)
2. BA2027-2 TEXRail Extension – Oncor Transmission Relocation Richey Thompson
Agreement
3. BA2027-3 TEXRail Extension – Oncor Distribution Relocation Agreement Richey Thompson
4. BA2027-4 Purchase of Real Property for the TEXRail Extension (X0410) Richey Thompson

CONSENT ITEMS

1. BA2027-5 Fuel Delivery Service Reed Lanham

PRESIDENT'S REPORT

BOARD MEMBERS REPORT

OTHER BUSINESS

1. The Katy Paradox: Why Multimodal Is the Answer Richard Andreski

EXECUTIVE SESSION

*The Board of Directors may convene in a closed Executive Session meeting under the **Texas Open Meetings Act** for consultation with its Attorney pursuant to Section 551.071; deliberation regarding real property pursuant to Section 551.072; deliberation regarding prospective gift pursuant to Section 551.073; deliberation regarding personnel matters pursuant to Section 551.074; deliberation regarding security devices pursuant to Section 551.076 and/or deliberations regarding economic development negotiations pursuant to Section 551.087.*

1. Legal issues concerning any item listed on today's agenda – *Section 551.071* Richard Andreski

ADJOURN



BOARD OF DIRECTORS MEETING MINUTES

MONDAY, SEPTEMBER 21, 2026

ATTENDEES:

Board Members Present: Teresa Ayala, Michael Crain, Jeff Davis – Chair, John Hinojosa, Sharla Horton, Isaac Manning, Chris Nettles, Mike Oakley, Rachel Navejar Phillips, and Ben Robertson.

Board Members Absent: Will Churchill

Senior Leadership Team Present: Richard Andreski, Christine Black, Mike Brennan, Tara Crawford, Greg Jordan, Anette Landeros, Reed Lanham, Kelli Shields, Detra Whitmore, and Ted Zimmerman.

Board Attorney: Joel Heydenburk

CALL TO ORDER

The meeting was called to order at 3:06 pm at 801 Grove Street, Fort Worth, Texas 76102.

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS

One citizen addressed the board: Janet Mattern.

MEETING MINUTES

Motion: Michael Crain motioned to approve the August 17, 2026, Board of Directors Meeting Minutes as submitted. Ben Robertson seconded. The motion passed unanimously.

INFORMATION ITEMS & REPORTS

1. Operations – Reed Lanham provided an update on rail operations for August. TEXRail ridership increased by over 7,300 rides, a gain of nearly 10% compared to August of the prior year, with an on-time performance (OTP) of 99%. Lanham spoke to ridership trends following the launch of DART's Silver Line in 2025, noting that TEXRail boardings at Terminal B have tripled over the past ten months, highlighting the success of regional connectivity across the northern DFW area. Lanham shared that GrapeFest ridership increased by 10% compared to the prior year and that annual ridership is quickly approaching one million rides. He also recognized Brad Beason and the inventory team for a successful inventory audit of TEXRail assets. TRE ridership saw a 5% decrease compared to August of the prior year with an OTP of 99.6%. Lanham attributed the decrease to extreme heat and noted that ridership is expected to increase with the onset of the State Fair season and the start of the hockey and basketball seasons. He recognized the Herzog and TRE teams for reaching 3,167 days injury-free.

Ron Newman provided an update on Trinity Metro Bus and On-Demand operations. Newman reported that miles between road calls for bus operations reached 9,900 miles, remaining above goal, and that OTP remained steady at nearly 89%. Bus ridership decreased in August, totaling 411,000 rides. Newman attributed the decrease to August recording of 27 days above 100 degrees, with 13 days exceeding 103 degrees. For in-house Paratransit operations, OTP dropped slightly as ridership continued to rise, reaching 13,400 rides. Contracted Paratransit services also experienced a dip in OTP, which Newman credited to

the onboarding of new staff to meet increased service demand, with ridership increasing slightly to 23,000 rides. Micro On-Demand OTP remained above goal with ridership totaling 22,500 rides.

2. Financial Update – Eva Williams requested that the board approve the FY27 budget which was presented in June and again in August. Williams also recognized Renata Snipes and Dana Clark for their contributions to maintaining and securing our grants through accurate and timely reporting. She applauded the team for executing a record number of grants this year.
3. Marketing & Communications/Government Relations – Anette Landeros provided an update on government affairs activities. Landeros shared that Trinity Metro remains engaged in both the state and federal fronts and is preparing for Texas's 90th Legislative Session, which will convene in January. Trinity Metro's draft state legislative agenda focuses on strengthening long-term financial and governance tools, pursuing additional mobility investment, and ensuring Trinity Metro is positioned to respond to the continued growth of Fort Worth and the DFW region.

On the federal front, Trinity Metro's legislative focus centers on the expiration of the Infrastructure Investment and Jobs Act (IIJA) and its potential replacement by Congress. The IIJA provided a framework for multiyear transportation funding, and there is currently no replacement framework of comparable scope. Trinity Metro does not have current projects dependent on this funding; however, this type of funding could support capital-intensive projects in the future if it remains intact. The leading replacement proposal, the Build America 250 Act, would represent a significant decrease in available funding compared to the IIJA and would not guarantee funding for passenger rail.

4. On-Demand Policy Framework for Microtransit – Tara Crawford presented a proposed policy framework that would provide structure and direction to microtransit operations similar to our internal policies that guide our bus and rail operations. Crawford explained that such policies would define the role of microtransit within our greater transit network and establish standards for designing service zones and solidify performance evaluation metrics. Once these are established, it would lay the foundation for making the program more sustainable through clearly defined parameters for service and fare modifications.

Crawford shared that between April and June of 2026, only 7 bus routes transported more passengers than Microtransit services. However, when looking at specific zones such as the southside zone, approximately 25% of trips overlapped with existing fixed route services, revealing potential cannibalization of fixed route services at a higher service cost. Crawford shared additional metrics that explore the efficiency of microtransit services, including Passengers Per Hour (PPH). Both Microtransit and Paratransit services remain lower than all other services due to the structure of the service signaling areas for improved efficiency. Opportunities include changes to service zones, service hours, fares, and more.

Crawford presented a proposed zone redesign intended to promote vehicle productivity, align service availability with demand, and increase access to basic needs such as groceries. She presented proposed key performance indicators and a possible performance monitoring timeline. Altogether, the proposed changes aim to establish a structured, scalable approach for microtransit.

5. Transit-Oriented Development Study Update – Mike Brennan and Phil Dupler provided an update on the Transit Oriented Development (TOD) Study. This year, the study is focusing on the upcoming Near Southside/Medical District, T&P Station, Central Station, North Side, and Mercantile Center Stations. In 2027, the study will expand to include NRH Iron Horse, NRH Smithfield, DFW Airport North Stations, as well as, Sierra Vista Transfer Center, and South Park-n-Ride. Brennan detailed the roles of each partner engaged in the study and outlined two key deliverables: approval of a Transit Oriented Development Policy

by the TOD Committee, and station area plans that define the form the development might take across the covered stations.

Phil Dupler provided details on the TOD Study scope and objectives, which include public engagement, a real estate market analysis of areas surrounding the stations, a review of best practices and policies from peer agencies, a multimodal connectivity study, station area plans, and an implementation framework in the form of a TOD Policy. The policy will establish goals for TOD, describe the tools and strategies available for advancing TOD, and define specific steps and Trinity Metro's role in developing these areas. Dupler highlighted the success of public engagement efforts conducted through three open houses and an online survey. Next steps include an initial draft policy review by the TOD Committee, followed by an external partner review, culminating in an official TOD Policy to be presented to the full board.

ACTION ITEMS

1. BA2026-47 FY2027 Budget Approval

Motion: Isaac Manning motioned to approve the board action item as submitted. Rachel Navejar Phillips seconded. Motion passed unanimously.

2. BA2026-49 Baylor Health Care System (Baylor Scott & White) Donation and Ground Lease Agreements and Parking Facilities Agreement Exhibit with Trinity Metro for the TEXRail Extension Project

Motion: Ben Robertson motioned to approve the board action item as submitted. Chris Nettles seconded. Motion passed unanimously.

3. BA2026-50 Trinity Metro and Fort Worth Western Railroad Company Agreement for the TEXRail Extension Project

Motion: Ben Robertson motioned to approve the board action item as submitted. Rachel Navejar Phillips seconded. Motion passed unanimously.

4. BA2026-51 Trinity Metro and Fort Worth Western Railroad Company Reimbursement Agreement Modification for Preliminary Engineering and Legal Services for the TEXRail Extension Project

Motion: Michael Crain motioned to approve the board action item as submitted. Chris Nettles seconded. Motion passed unanimously.

CONSENT ACTION ITEMS

1. BA2026-45 Microsoft Office O365 – Renewal
2. BA2026-46 Copier Lease and Maintenance Services
3. BA2026-48 Trapeze Software Support Renewal

Motion: Ben Robertson motioned to approve the board consent action items as submitted. Mike Oakley seconded. Motion passed unanimously.

PRESIDENT'S REPORT

Richard Andreski shared highlights from the launch of La Linea Rosa, Trinity Metro's latest color-coded route, served by new buses featuring artwork representing the communities along the route. The upgraded interiors

include custom seats, music, next-stop displays, and tap-to-pay technology. The route connects three distinct neighborhoods, strengthening the communities it serves and forging new partnerships throughout its service area. Andreski emphasized the importance of investing in fixed-route service, noting that 6 in 10 Trinity Metro customers utilize the bus service and that ridership has increased 6 of the last 7 months. He acknowledged both frontline and behind-the-scenes staff for creating positive customer experiences and making reliable service possible. Andreski thanked the board for their continued trust in Trinity Metro leadership and for supporting bold steps toward innovative service delivery through programs such as the color-coded routes.

BOARD MEMBERS REPORT

John Hinajosa and Rachel Navejar Phillips thanked the team for their work on the La Linea Rosa route and the launch event. Both noted the authenticity they felt throughout the event, the use of local vendors, and how it brought together the unique cultures of the communities served by the route.

OTHER BUSINESS

1. State of Good Repair – Richard Andreski prefaced Mark Snider's presentation by recognizing the originality and innovation of the approach, noting that the plan differs from strategies being taken by other organizations and seeks to efficiently improve the quality of bus service for customers in a timely and cost-effective manner.

Mark Snider presented a plan to shift Trinity Metro from a replacement-only strategy to a balanced lifecycle strategy. This approach focuses on tailoring maintenance treatment to the condition of each individual bus, utilizing reconditioning over exclusive replacement. Snider noted that the proposed plan projects savings of \$13.6 million between FY2026 and FY2033.

With several older buses approaching the 500,000-mile or 12-year service threshold, this strategy would allow Trinity Metro to rehabilitate select buses to the standard of a new vehicle and return them to service. Specifically, the plan proposes spending approximately \$85.2 million reconditioning 70 buses through FY2033, compared to purchasing 62 new buses at an estimated cost of \$98.8 million. At a savings of over \$13 million, the plan aims to increase fleet availability, reduce engine failures, improve service reliability, and decrease capital expenditure.

EXECUTIVE SESSION

1. Consultation with attorney regarding contract negotiations and disputes with Motor Coach Industries (MCI) – *Section 551.071*
2. Deliberate the evaluation and duties of the Controller and Accounting Department responsibility with respect to National Transit Database Submission – *Section 551.074*
3. Legal issues concerning any item listed on today's agenda – *Section 551.071*

At 4:41, the Board, Richard Andreski, Christine Black, Greg Jordan, Anette Landeros, Reed Lanham, Kelli Shields, and attorney Joel Heydenburk exited for an Executive Session to discuss the executive items listed above. The Board, staff, and attorney exited the Executive Session at 4:58 and returned to regular session.

ADJOURN

There being no action, Chairman Davis adjourned the meeting at 4:58 pm.

BOARD OF DIRECTORS
INFORMATION ITEM

ITEM TITLE

TEXRail and TRE Ridership & On-Time Performance Update

MEETING DATE

October 19, 2026

BACKGROUND

Brad Beason, Manager of Rail Operations, will provide an update on September 2026 Ridership & On-Time Performance for TEXRail and Trinity Railway Express (TRE).

RECOMMENDATION

There is no recommendation as this is an information item for the Board's feedback and discussion.

STAFF DISPOSITION

EXECUTIVE LEAD*

Reed Lanham

DATE

10/09/26

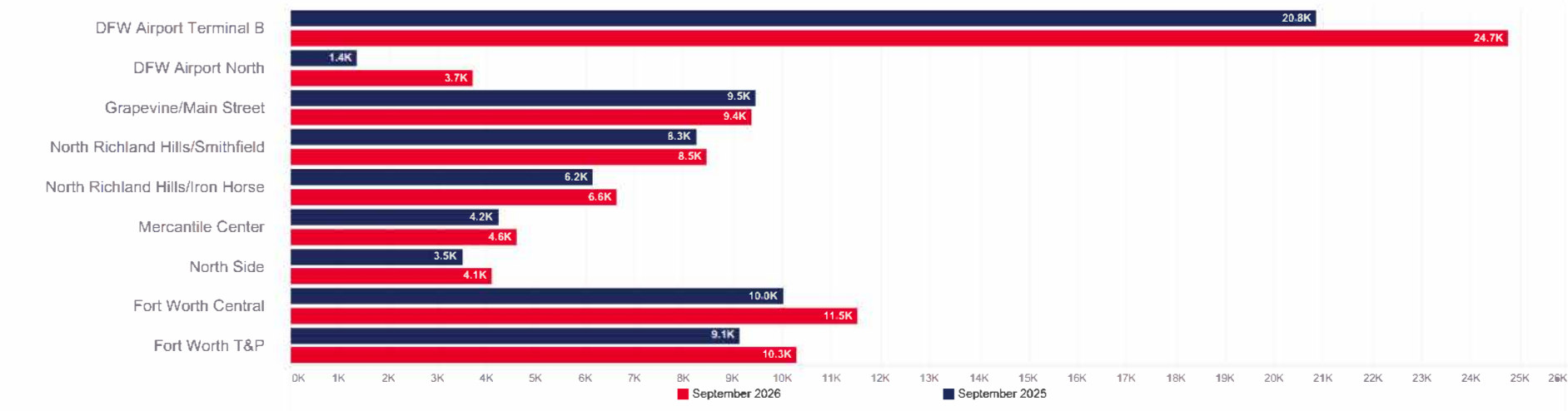
TEXRail and TRE Ridership & On-Time Performance Update

Brad Beason – Manager of Rail Operations
October 19, 2026

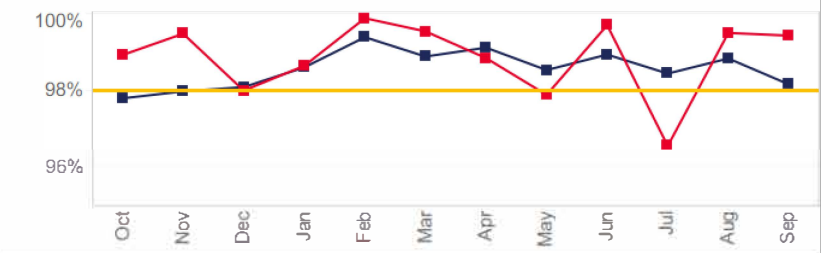


TEXRAIL Total Ridership by Station (in 1000s)

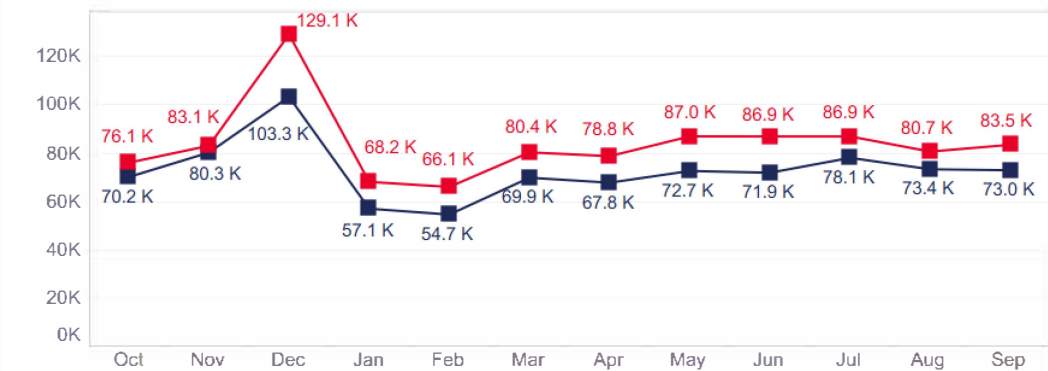
September 2026



TEXRAIL On-Time Performance

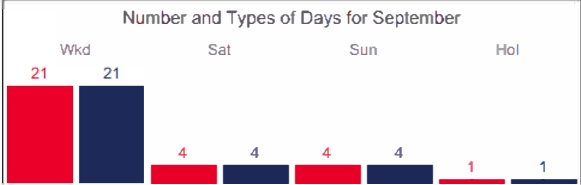


TEXRAIL Monthly Ridership (in 1000s)



FYTD Ridership

FY2023	652,195
FY2024	779,769
FY2025	872,329
FY2026	1,006,835

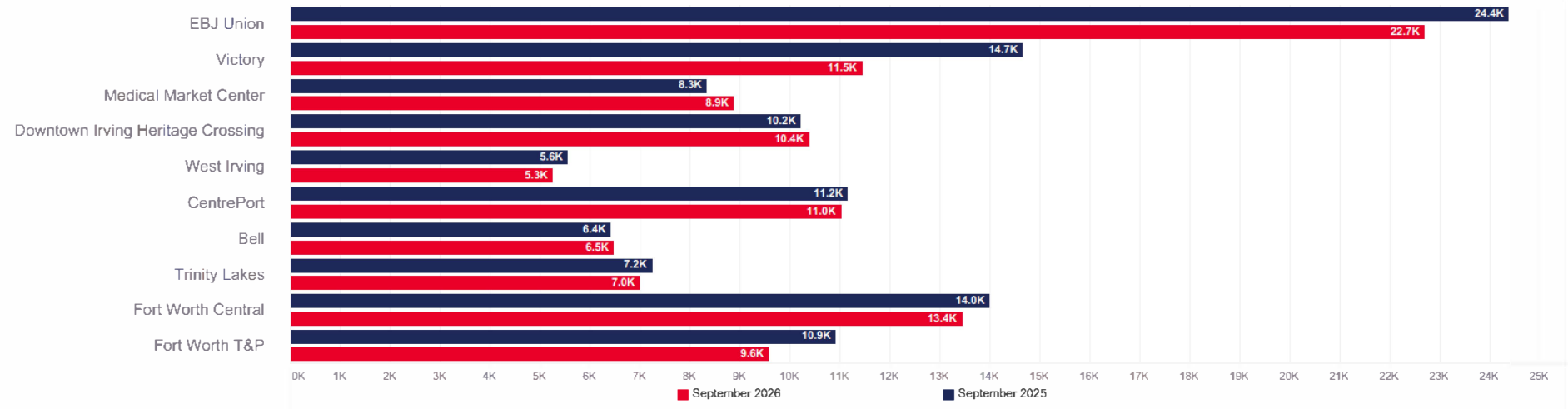


FY2025

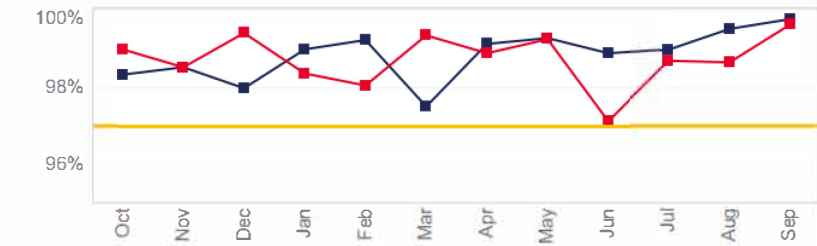
FY2026

TRE Total Ridership by Station (in 1000s)

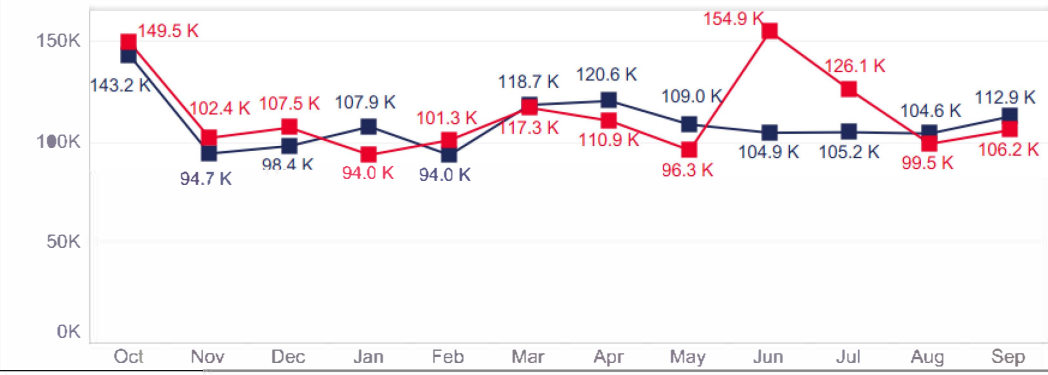
September 2026



TRE On-Time Performance

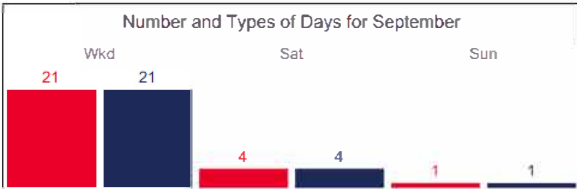


TRE Monthly Ridership (in 1000s)



FYTD Ridership

FY2023	1,132,892
FY2024	1,272,357
FY2025	1,314,099
FY2026	1,365,863



FY2025

FY2026

BOARD OF DIRECTORS
INFORMATION ITEM

ITEM TITLE

Bus and On-Demand Ridership & On-Time Performance Update

MEETING DATE

October 19, 2026

BACKGROUND

Ron Newman, Director of Operations, will provide an update on Trinity Metro Bus Ridership & On-Demand ridership and on-time performance update for September 2026.

RECOMMENDATION

There is no recommendation as this is an information item for the Board's feedback and discussion.

STAFF DISPOSITION

EXECUTIVE LEAD*

Reed Lanham

DATE

10/09/26

Bus and On-Demand Ridership & On-Time Performance Update

Ron Newman – Director of Operations
October 19, 2026



Trinity Metro BUS Statistics

September 2026

Miles Between Road Calls - (goal above 9,000)



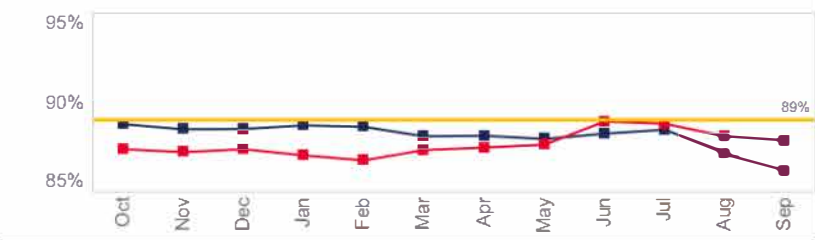
Preventable Collisions per 100K Miles - (goal below 1.250)



Safety Events per 100K Miles - (goal below 0.4000)

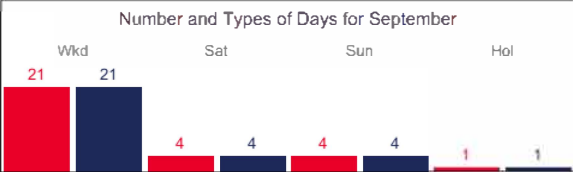


BUS On-Time Performance

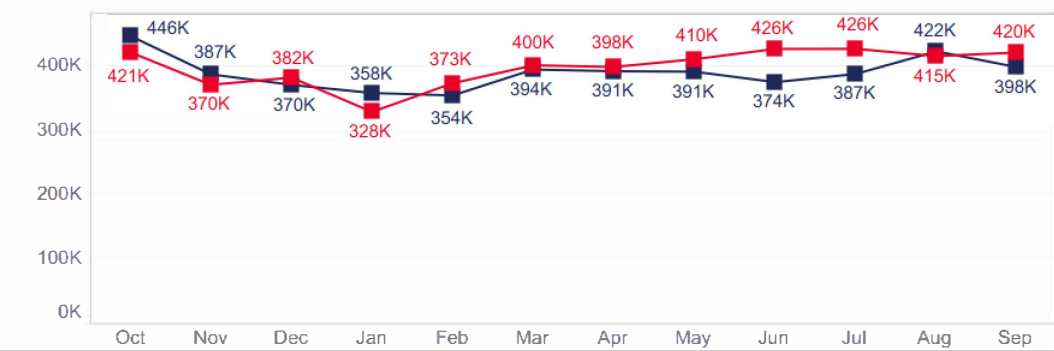


FYTD Ridership

FY2023	4,041,044
FY2024	4,620,806
FY2025	4,672,033
FY2026	4,769,351



BUS Monthly Ridership (in 1000s)



Trinity Metro PARA ON-DEMAND InHouse Statistics

September 2026

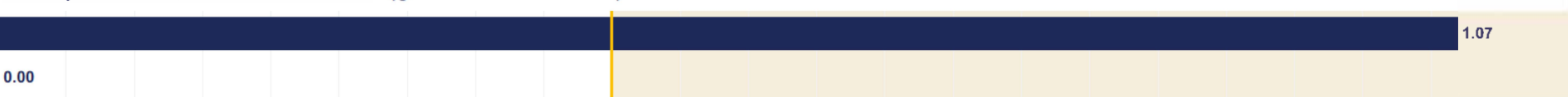
Miles Between Road Calls - (goal above 11,000)



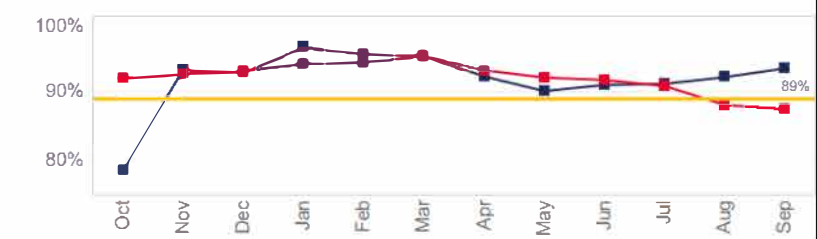
Preventable Collisions per 100K Miles - (goal below 1.250)



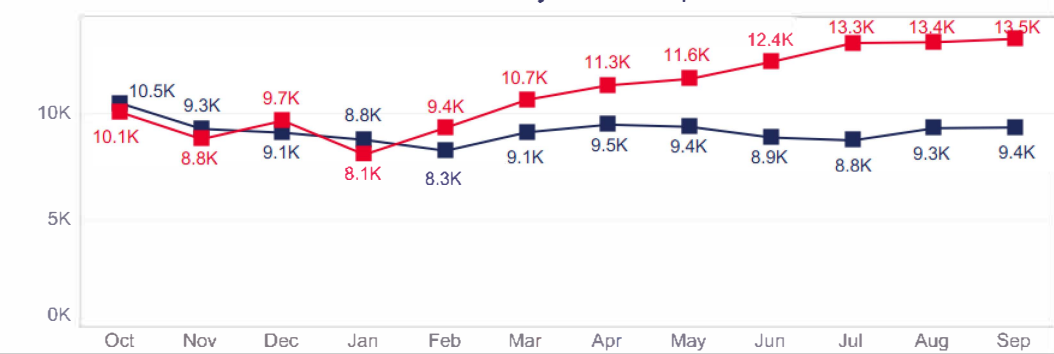
Safety Events per 100K Miles - (goal below 0.4500)



ON-DEMAND PARA InHouse OTP

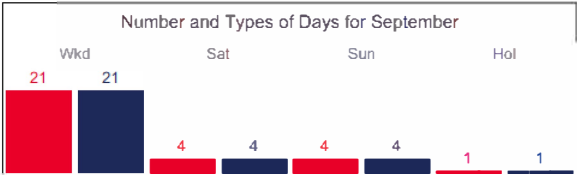


PARA ON-DEMAND InHouse Monthly Ridership (in 1000s)



FYTD Ridership

FY2023	102,601
FY2024	111,196
FY2025	110,319
FY2026	132,234



Trinity Metro PARA ON-DEMAND Contract Statistics

September 2026

Miles Between Road Calls - (goal above **None**)

Road Call Data cannot be separated between PARA and MICRO for shared Contracted fleets, so combined ON-DEMAND Contract is reported



Preventable Collisions per 100K Miles - (goal below **None**)

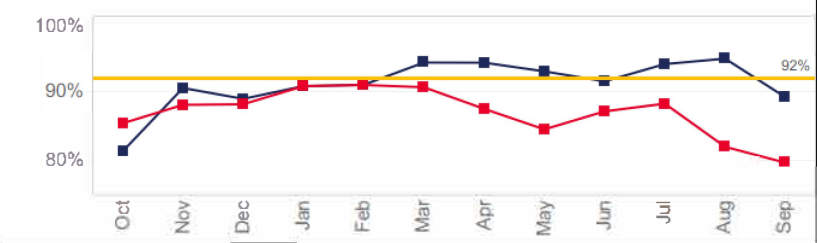
Collision Data cannot be separated between PARA and MICRO for shared Contracted fleets, so combined ON-DEMAND Contract is reported



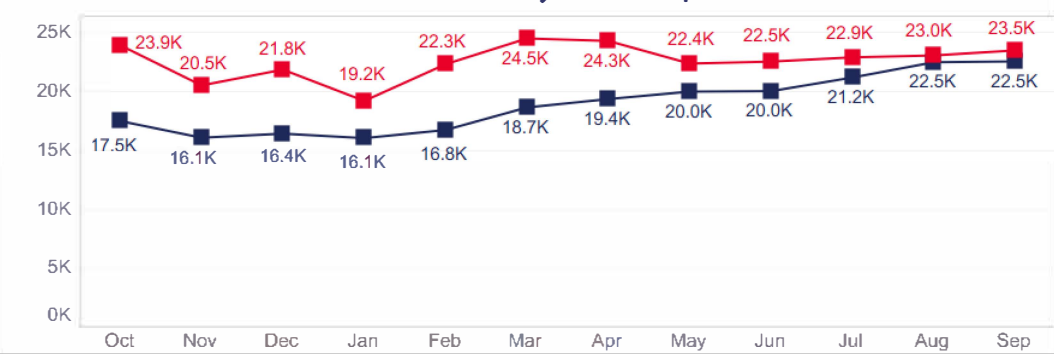
Safety Events per 100K Miles - (goal below **None**)



ON-DEMAND PARA Contract OTP



PARA ON-DEMAND Contract Monthly Ridership (in 1000s)



FYTD Ridership	
FY2023	188,581
FY2024	209,180
FY2025	227,096
FY2026	270,732

Number and Types of Days for September				
Wkd	Sat	Sun	Hol	
21	4	4	1	1



Trinity Metro MICRO ON-DEMAND MICRO Contract Statistics

September 2026

Miles Between Road Calls - (goal above **None**)

Road Call Data cannot be separated between PARA and MICRO for shared Contracted fleets, so combined ON-DEMAND Contract is reported

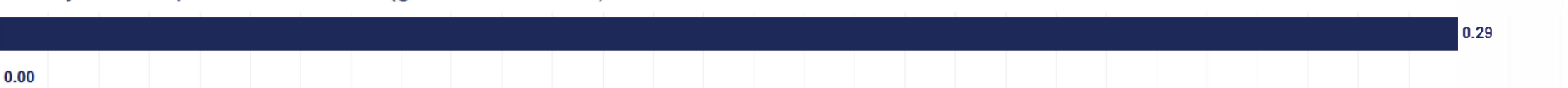


Preventable Collisions per 100K Miles - (goal below **None**)

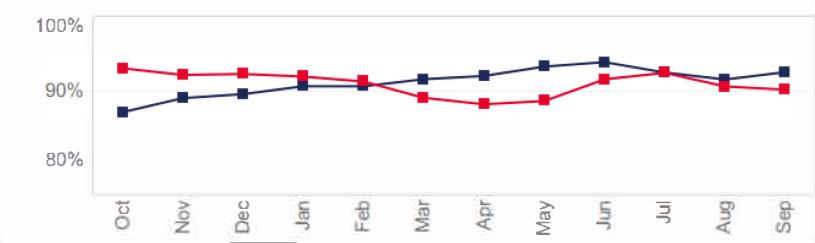
Collision Data cannot be separated between PARA and MICRO for shared Contracted fleets, so combined ON-DEMAND Contract is reported



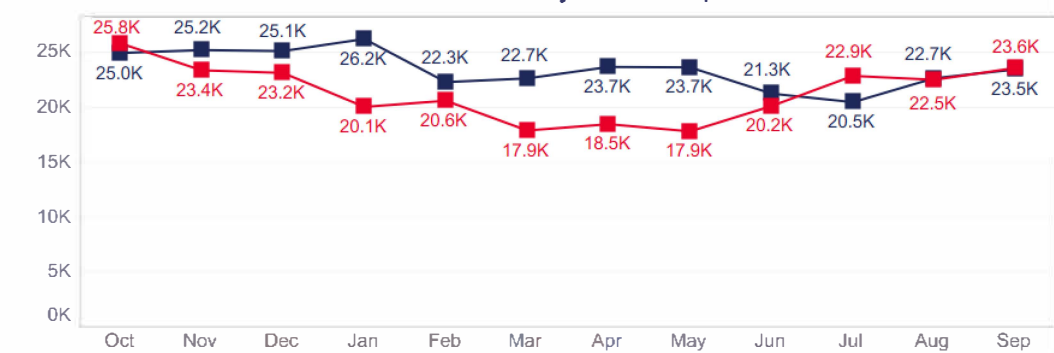
Safety Events per 100K Miles - (goal below **None**)



ON-DEMAND MICRO Contract OTP

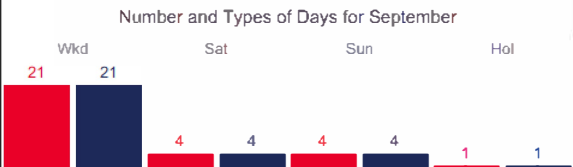


MICRO ON-DEMAND Contract Monthly Ridership (in 1000s)



FYTD Ridership

FY2023	168,887
FY2024	305,113
FY2025	281,831
FY2026	256,598



BOARD OF DIRECTORS
INFORMATION ITEM

ITEM TITLE
August 2026 Financial Update

MEETING DATE
October 19, 2026

BACKGROUND
The August 2026 financial update will be presented.

STAFF DISPOSITION

EXECUTIVE LEAD*
Greg Jordan

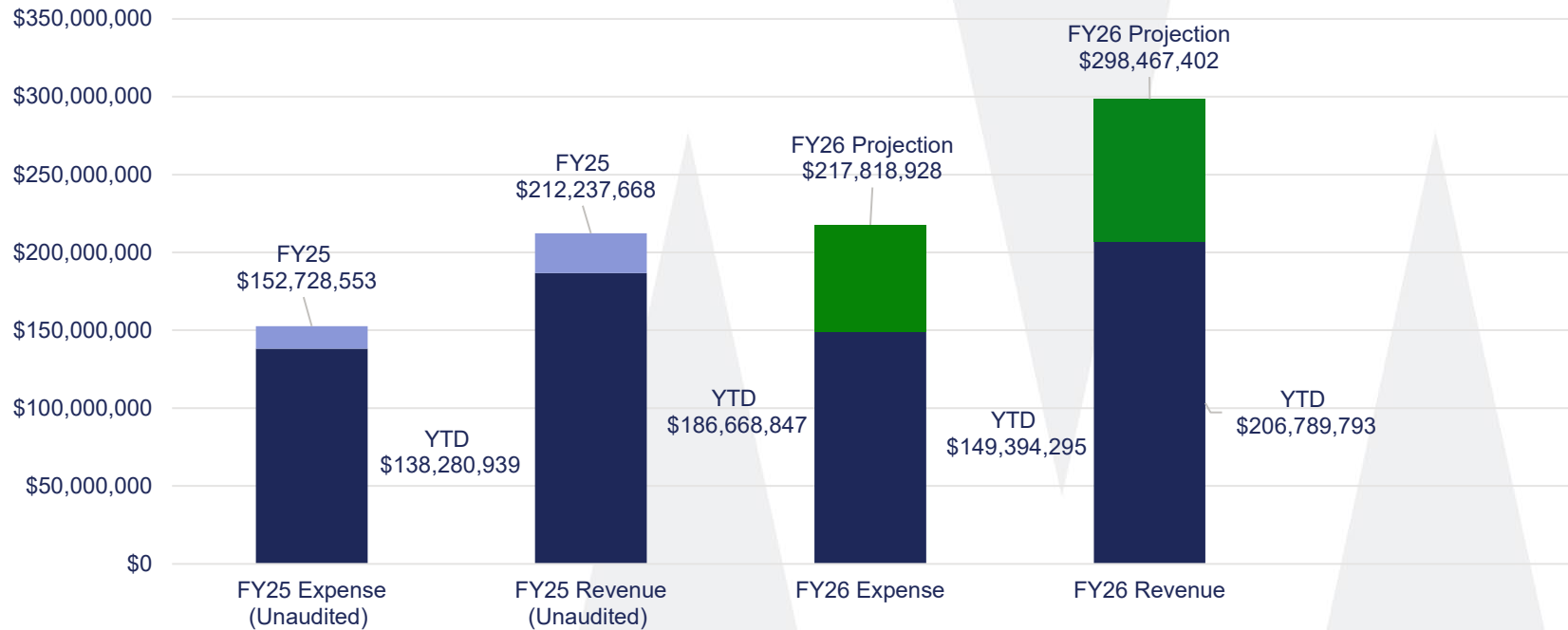
DATE
10/12/26

Financial Update

Eva Williams – Director of Budget and Grants
October 19, 2026



Budget Summary



Year-end Projection

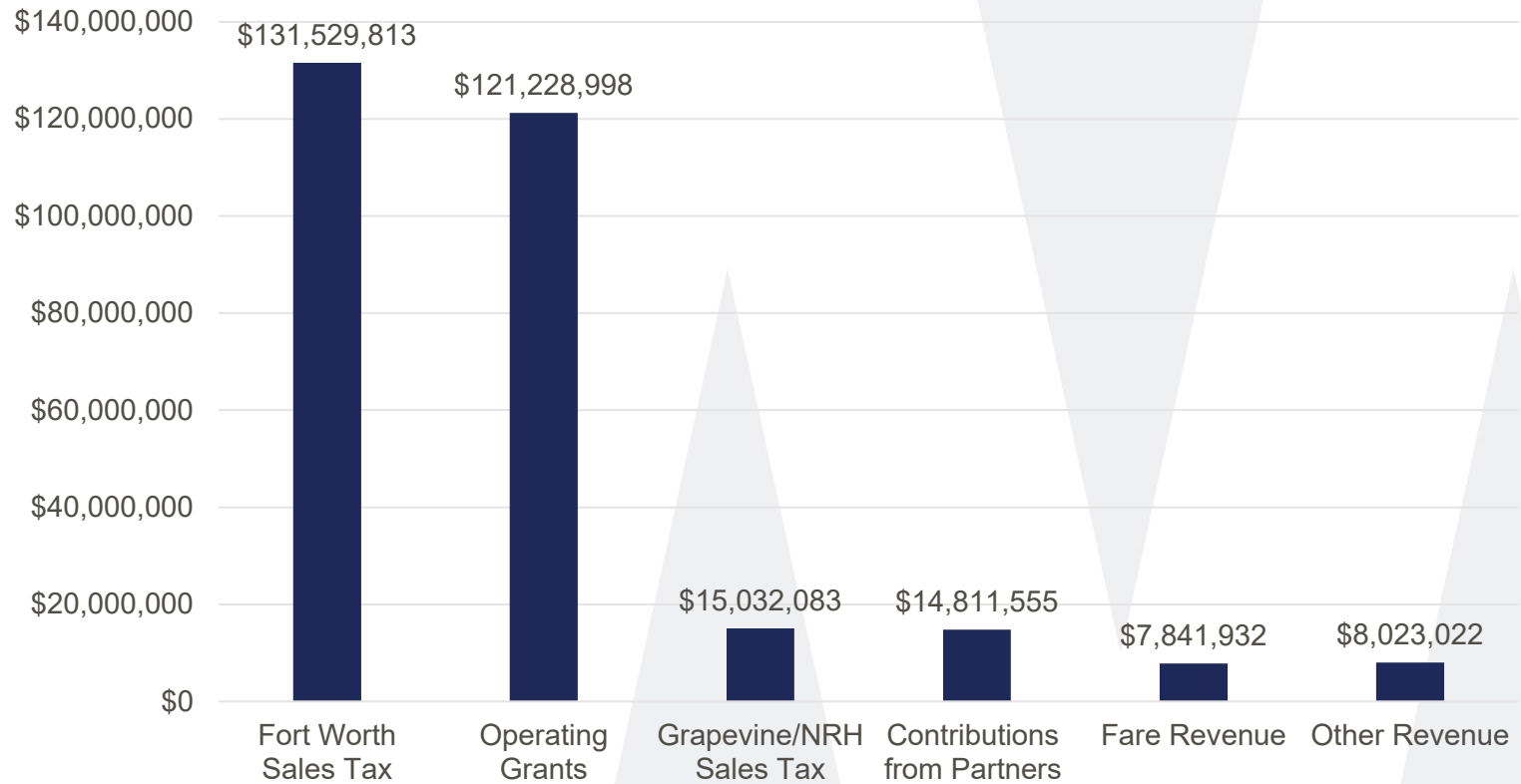
Revenues: \$ 298,467,402

Expenditures: \$ 217,818,928

Variance: \$ 80,648,475



FY26 Revenue Projections

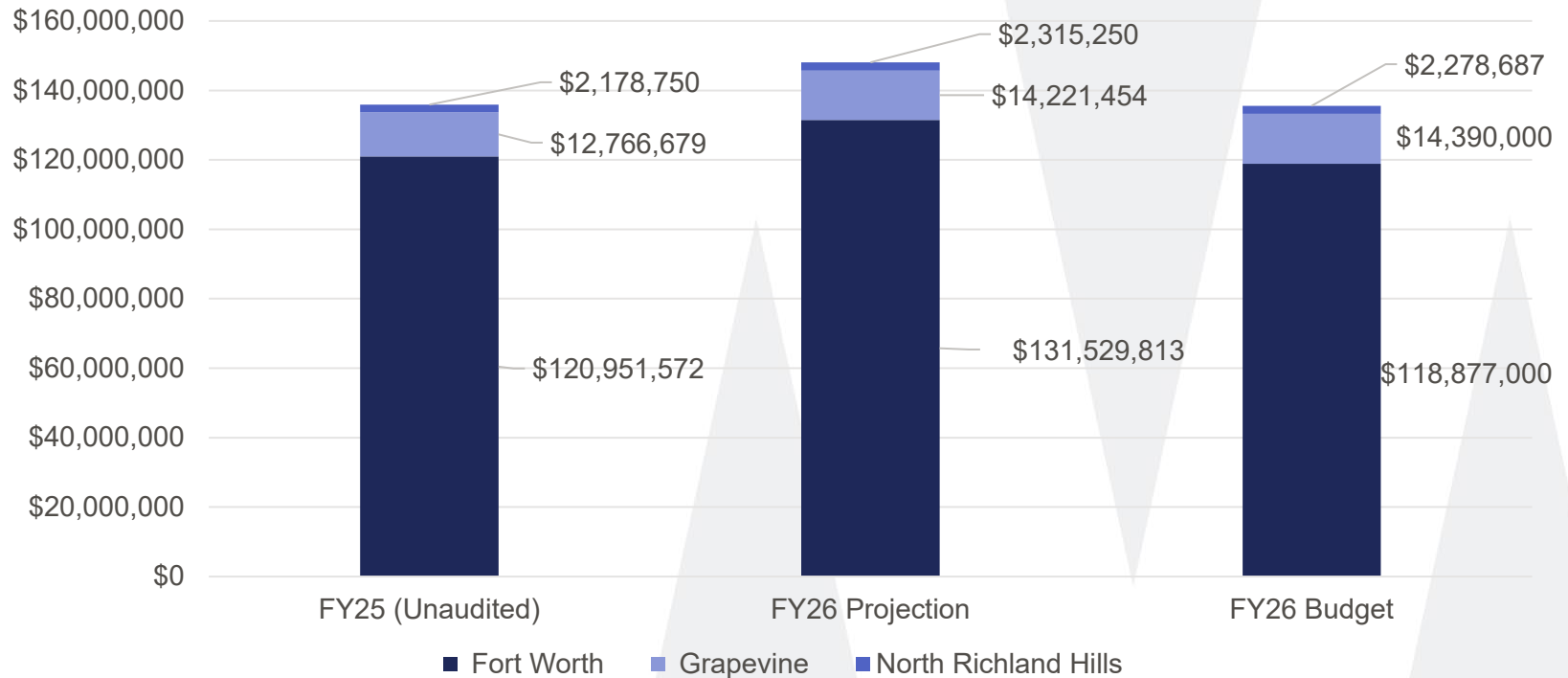


FY26 Revenue Projection:
\$298,467,402

FY26 Revenue Budget:
\$229,695,769



Sales Tax Revenue Summary

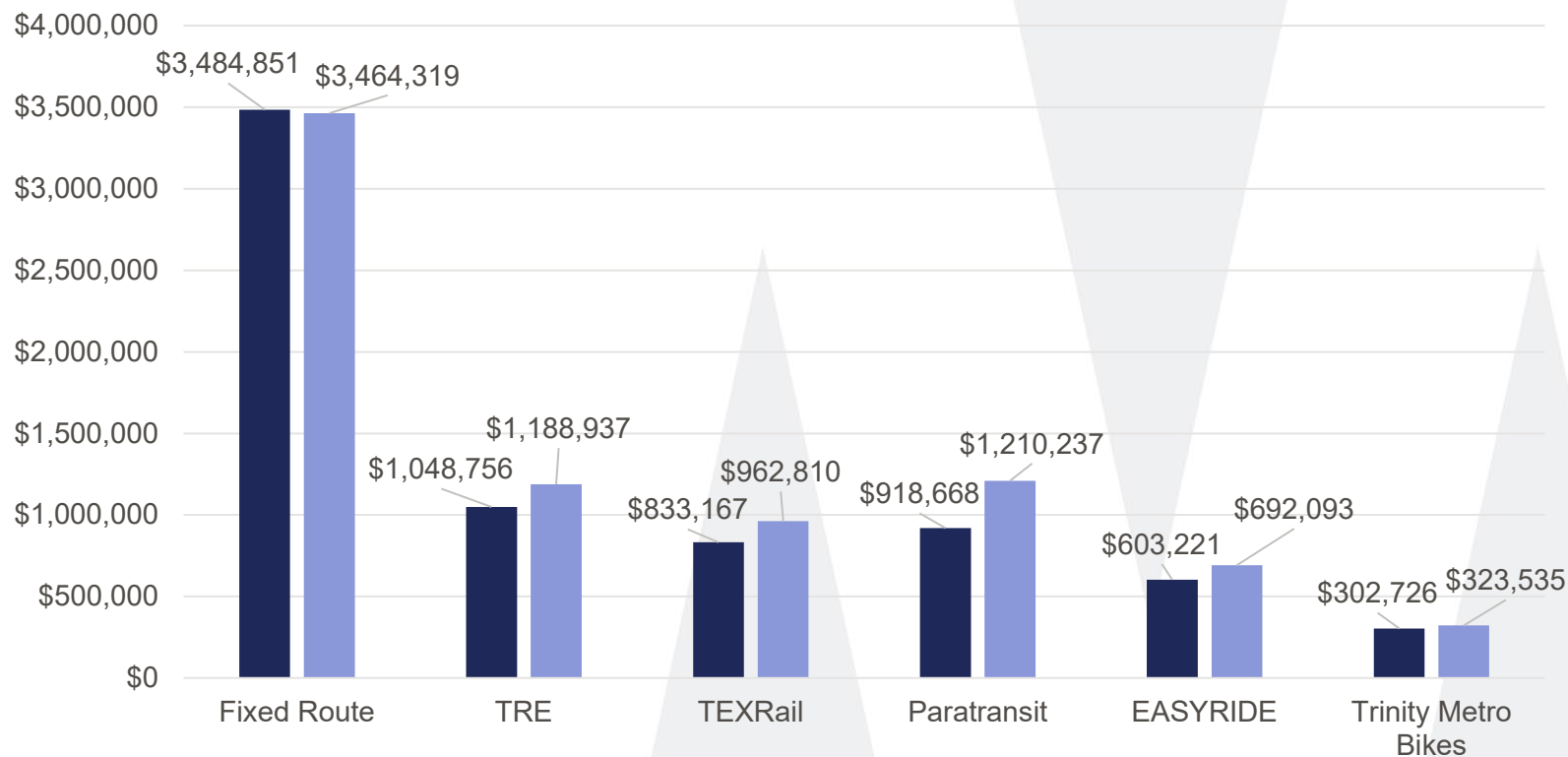


**FY26 Sales Tax
Projection:**
\$148,066,517

**FY26 Sales Tax
Budget:**
\$135,545,687



Fare Revenue Summary



FY26 Fare Revenue Projection:

\$7,841,932

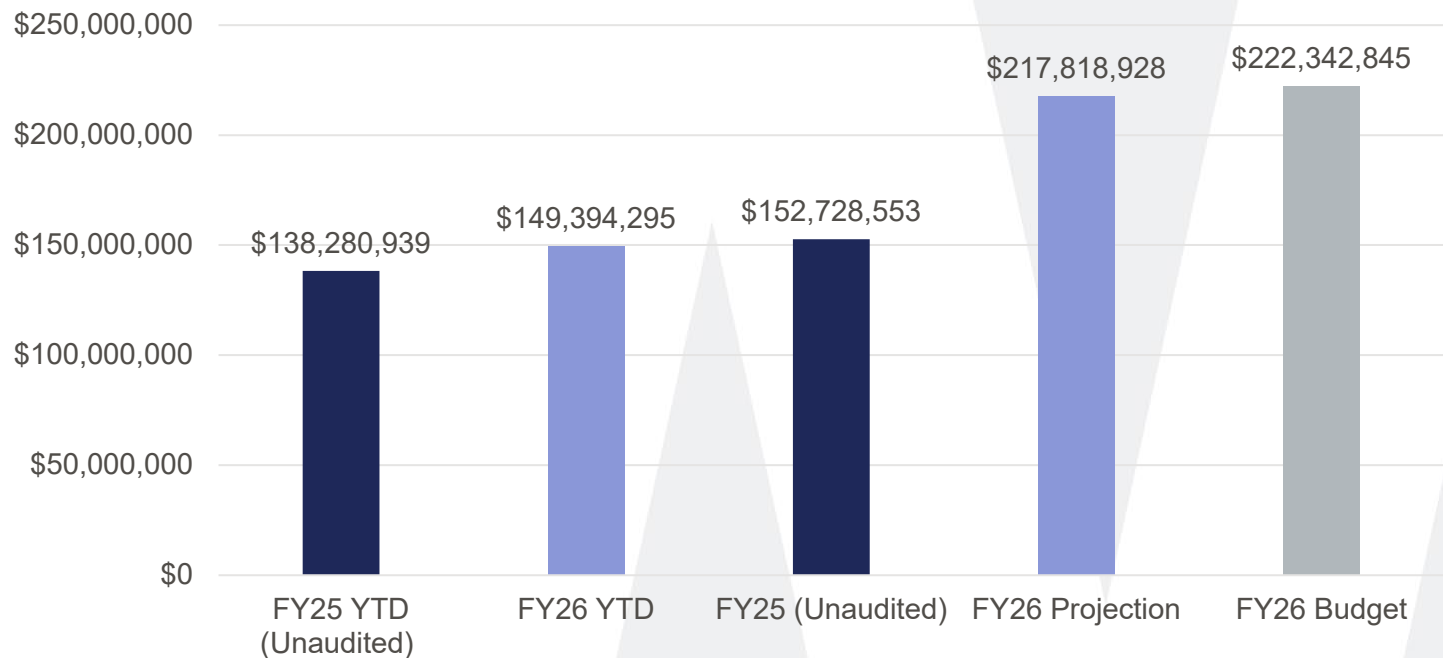
FY26 Fare Revenue Budget:

\$7,935,854

■ FY25 (Unaudited) ■ FY26 Projection



Operating Expenditure Comparison



**FY26 Expense
Projection:**

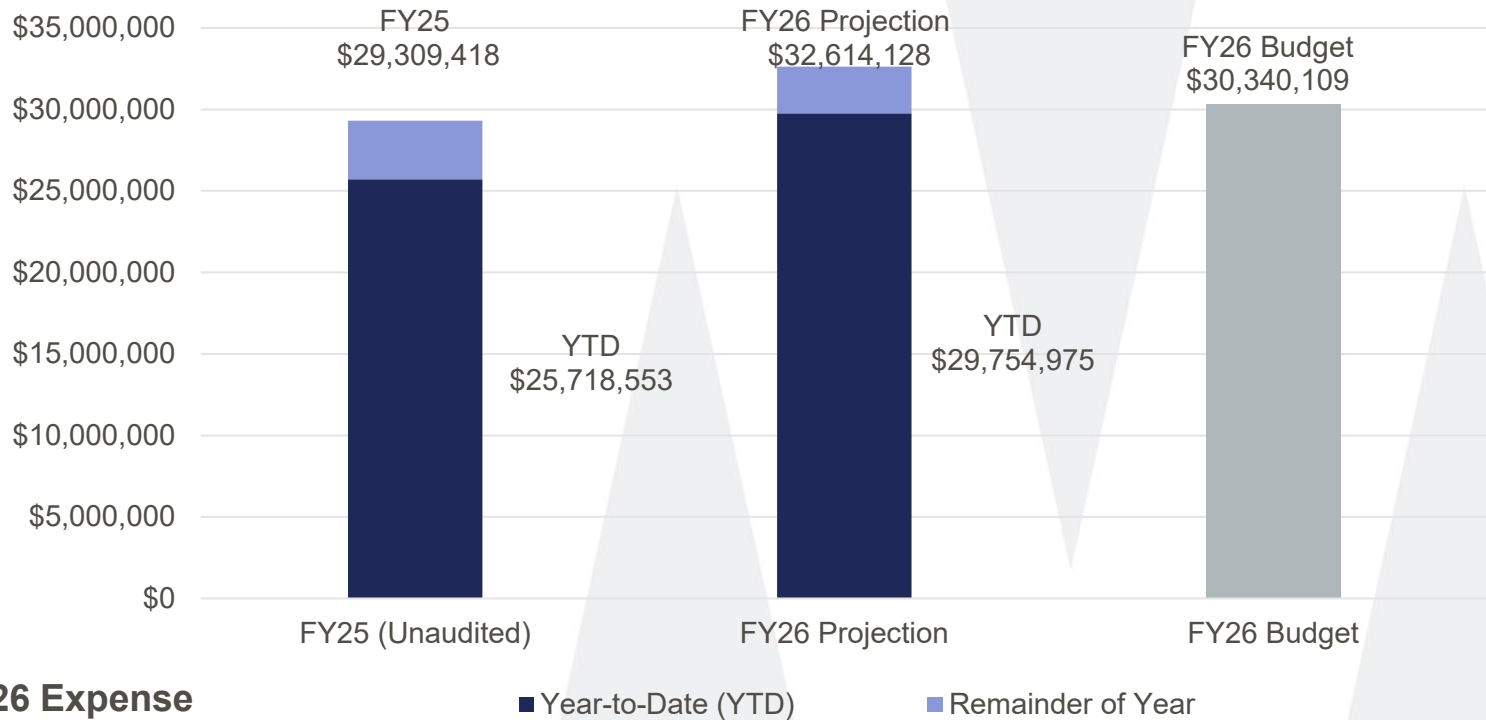
\$217,818,928

**FY26 Expense
Budget:**

\$222,342,845



Bus Operations & Support* Expense Summary



FY26 Expense Projection:

\$32,614,128

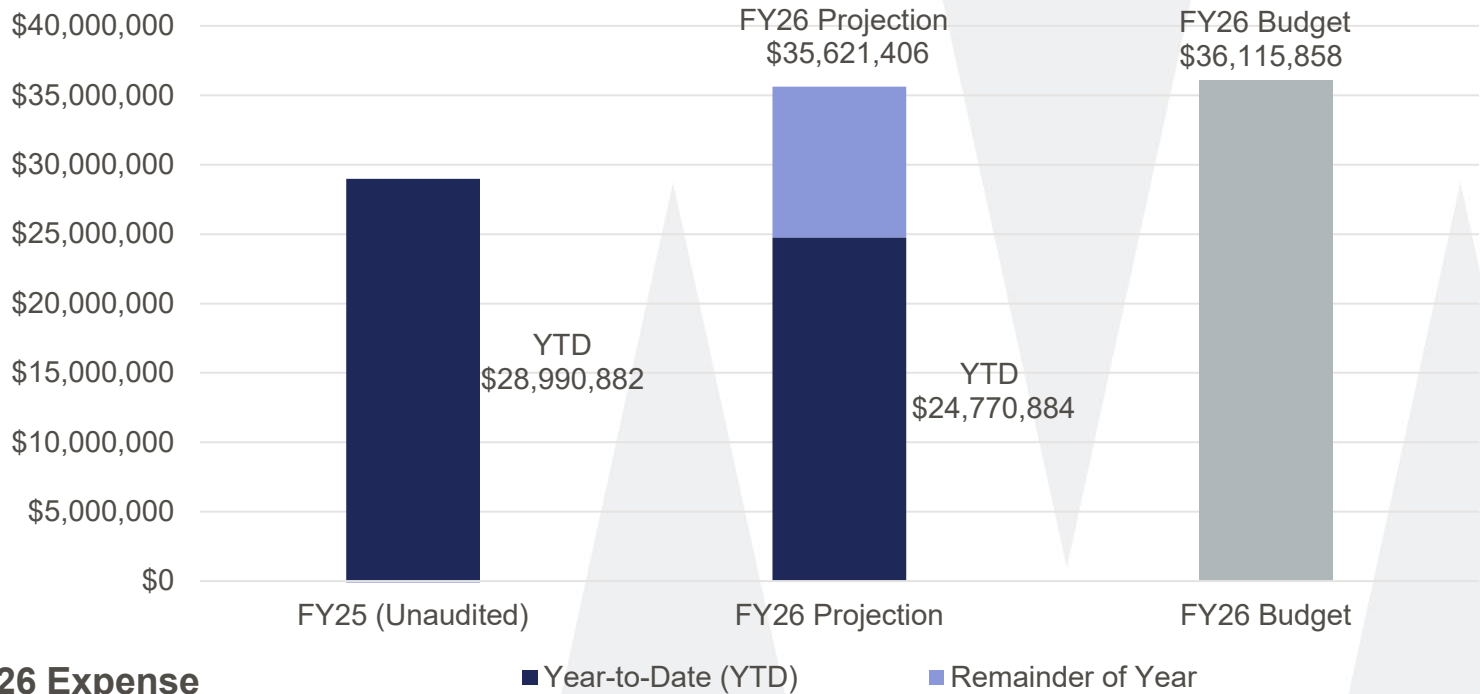
FY26 Expense Budget:

\$30,340,109

*Bus Operations & Support includes Bus Ops Admin, Radio Control, and Bus Street Operations



TEXRail Expense Summary



**FY26 Expense
Projection:**

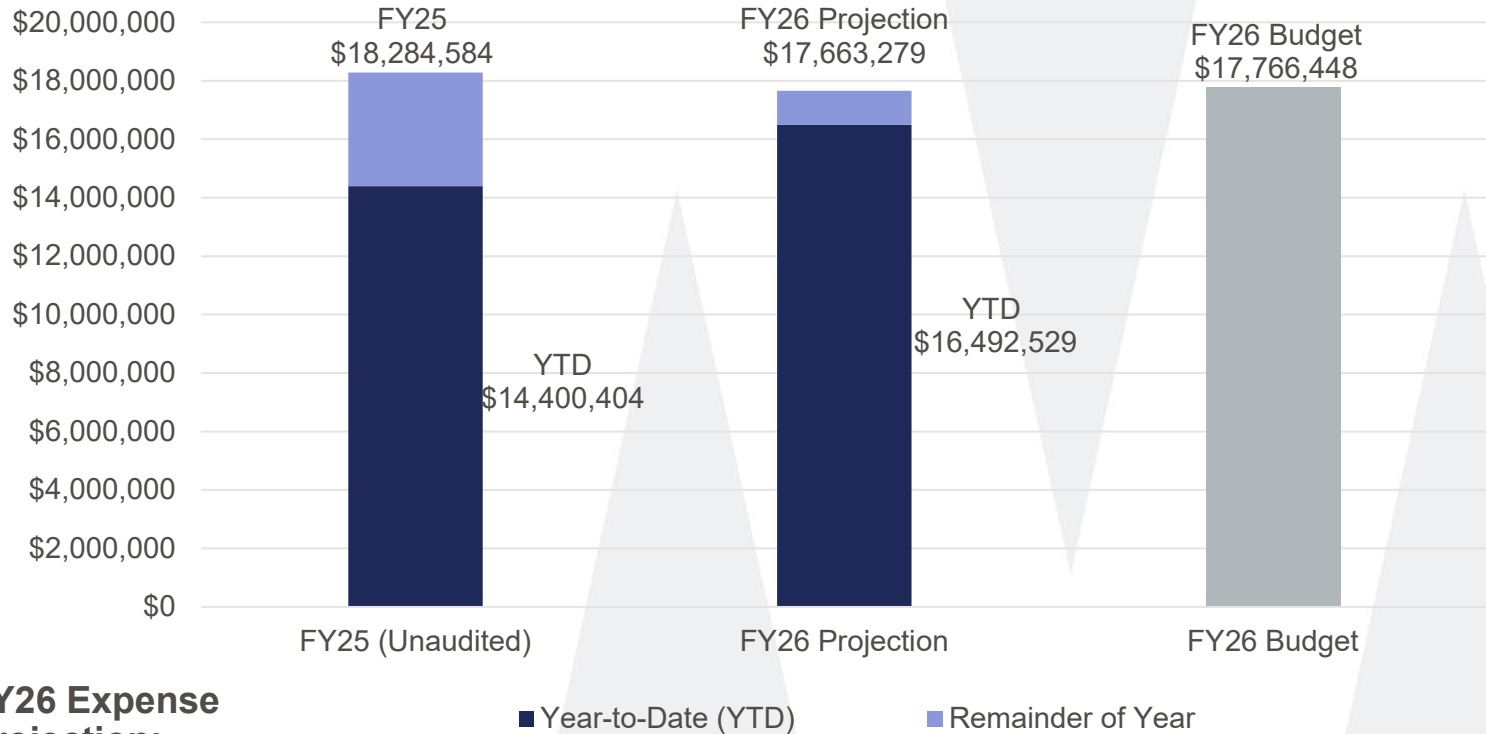
\$35,621,406

**FY26 Expense
Budget:**

\$36,115,858



TRE Expense Summary



FY26 Expense Projection:

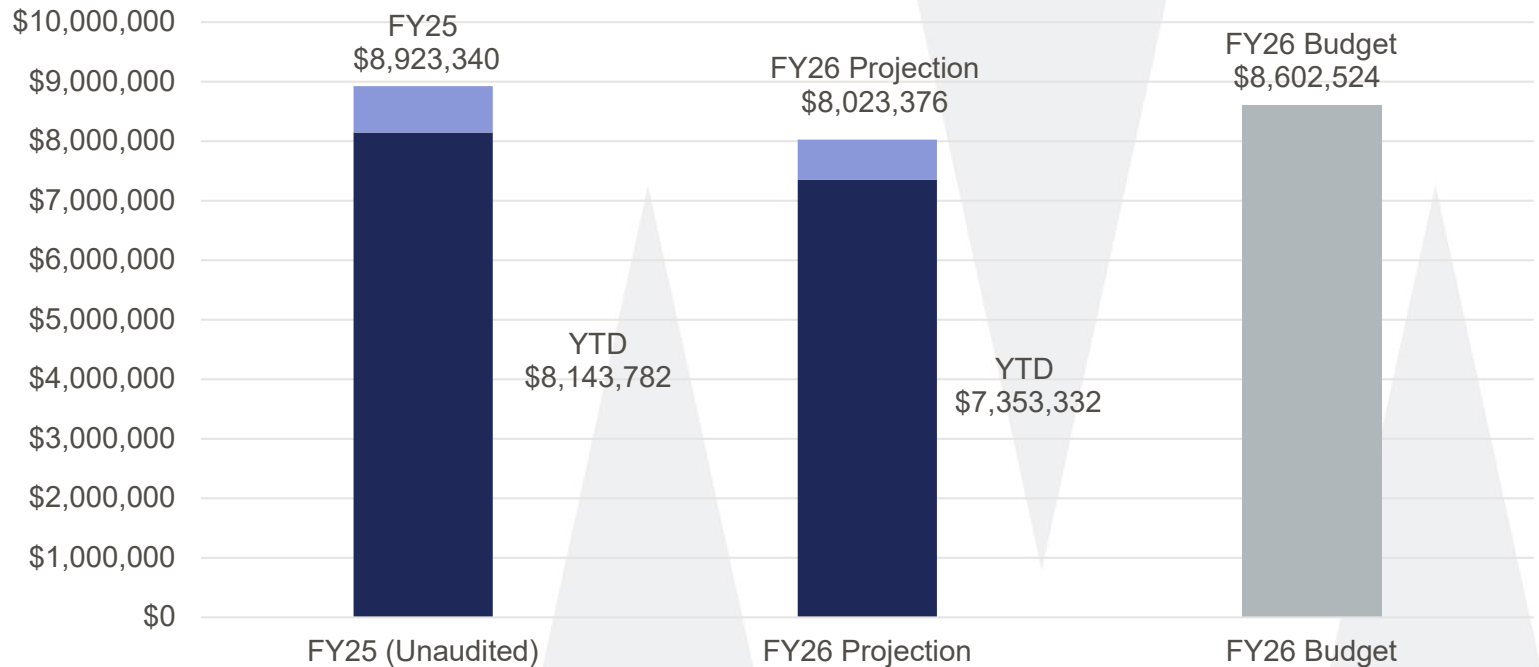
\$17,663,279

FY26 Expense Budget:

\$17,766,448



ON-DEMAND Microtransit* Expense Summary



FY26 Expense Projection:

\$8,023,376

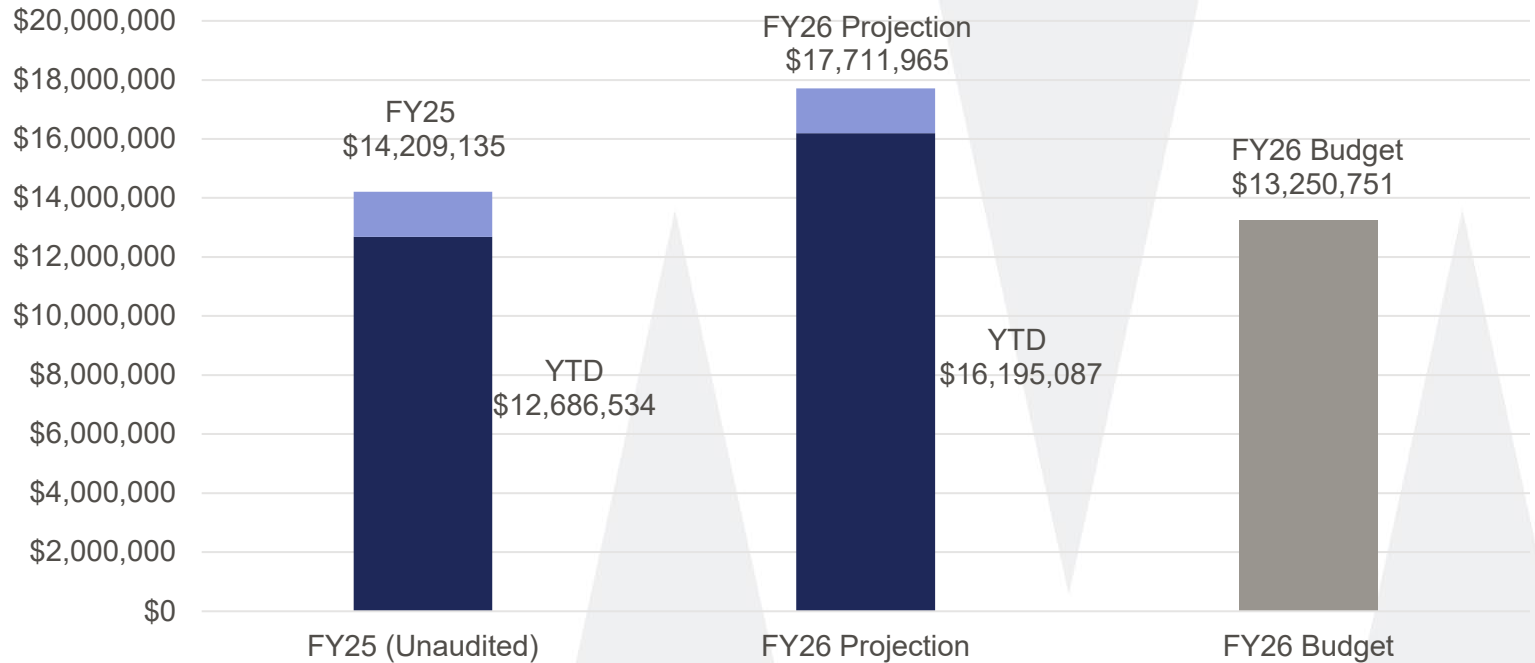
FY26 Expense Budget:

\$8,602,524

*ON-DEMAND includes all costs from each ON-DEMAND zone, Contracted Service Admin costs, and NETS.



ON-DEMAND Paratransit Expense Summary



FY26 Expense Projection:

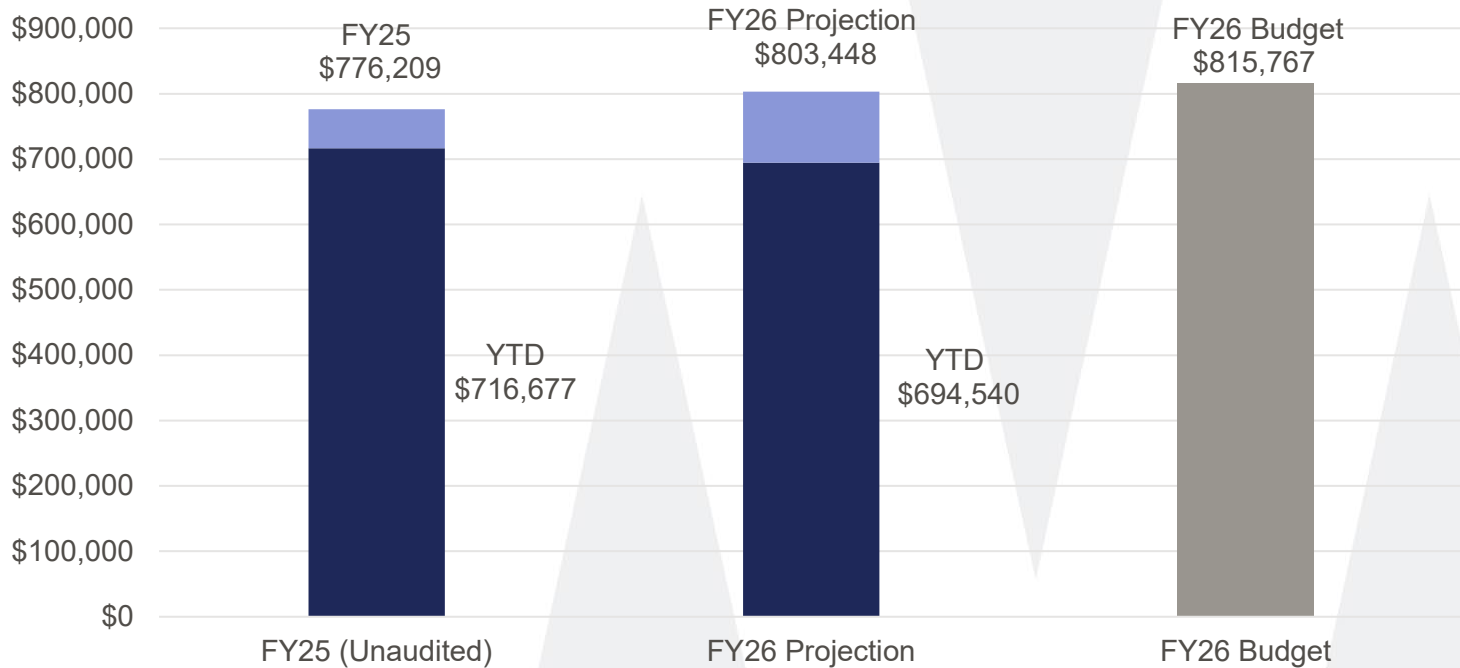
\$17,711,965

FY26 Expense Budget:

\$13,250,751



Trinity Metro Bikes Expense Summary



FY26 Expense Projection:

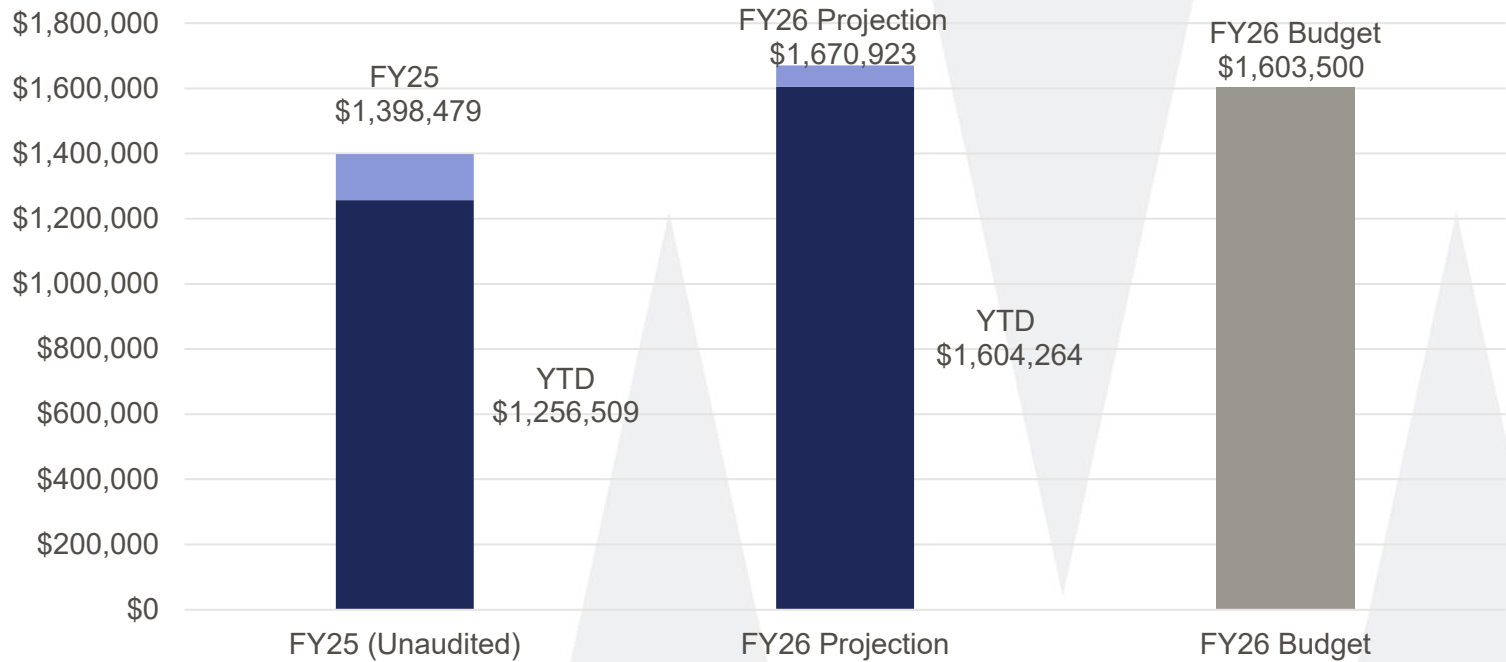
\$803,448

FY26 Expense Budget:

\$815,767



VANPOOL Expense Summary



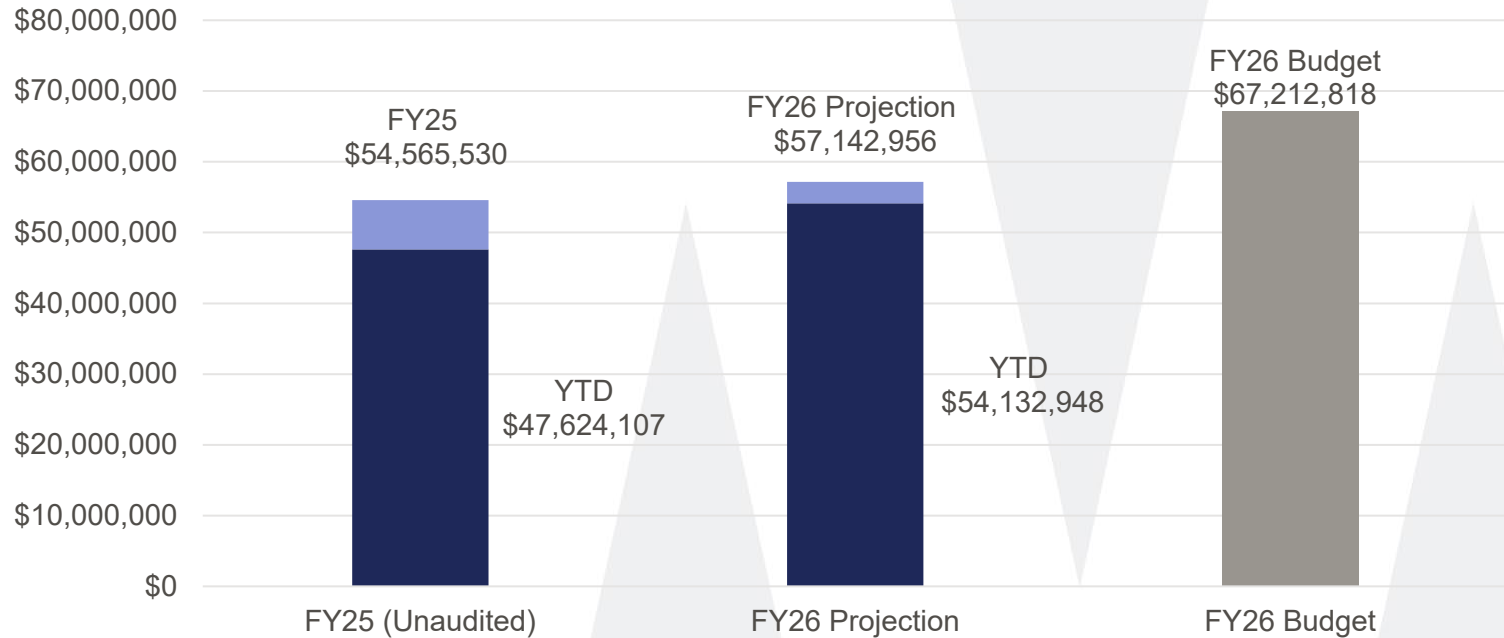
FY26 Expense Projection:

\$1,670,923

FY26 Expense Budget:

\$1,603,500

General & Administrative Expense Summary



FY26 Expense Projection:

\$57,142,956

FY26 Expense Budget:

\$67,212,818

■ Year-to-Date (YTD)

■ Remainder of Year

*G&A contains all support departments for Trinity Metro that are not directly tied to Operations



Thank You



BOARD ACTION ITEM

ITEM NUMBER

BA2027-1

MEETING DATE

October 19, 2026

ITEM TITLE

TEXRail Extension - Owner Controlled Insurance Program (OCIP)

BACKGROUND

Trinity Metro is expanding TEXRail from its current terminus station at the Fort Worth Texas & Pacific (T&P) Station to the Near Southside/Medical District Station located in the Fort Worth Medical District. The 2.1-mile of new passenger trackwork and railroad systems, including bridges, retaining walls, and other infrastructure, and a new rail station with parking at Mistletoe Blvd is adjacent to Baylor Scott & White All Saints Medical Center.

Trinity Metro would like to procure an OCIP similar to what was done for the construction of the original TEXRail project to provide a consolidated insurance program to help protect Trinity Metro and all enrolled contractors against injuries and liabilities arising out of the construction of the TEXRail Extension project. The insurance program provided by Trinity Metro will involve General Liability, Excess Liability, Builder's Risk, Contractor's Pollution Liability, and Railroad Protective Liability coverage for operations at the defined Jobsite. The General Liability and Excess Liability coverages apply only to Enrolled Contractors who are eligible for enrollment in the OCIP. The Builder's Risk and Contractor's Pollution Liability coverages will apply to the operations of all contractors performing Work at the Jobsite. The Contractor(s) will supply Auto Liability, Workman's Compensation, and Professional Liability coverages that meet the requirements of the contract.

Additionally, to meet certain contractual requirements, Trinity Metro is required to purchase Owners Protective Professional Indemnity coverage which provides protection for Trinity Metro's interest only.

The OCIP has been procured through open competition by Trinity Metro's insurance consultant Higginbotham. Higginbotham received multiple quotes from carriers in each category. After discussion with Trinity Metro and review of the options by the carriers, Trinity Metro and Higginbotham selected carriers and coverage options. The table below summarizes the insurance coverages and associated premiums.

See Attached Table

PROCUREMENT

Trinity Metro's Procurement Department has followed procurement policy with the Request for Proposal and is in compliance with all applicable Federal, State and Trinity Metro procurement requirements.

FINANCING

Funds are available in Trinity Metro's FY2027 Capital Budget. Funds for future contract years will be considered in the respective proposed budgets.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to secure the TEXRail Extension Insurance Program for an amount of \$7,133,811 with a contingency of 10% \$713,381 for a total not to exceed amount of \$7,847,192.

STAFF DISPOSITION

EXECUTIVE LEAD*

Richard Andreski

DATE

10/07/26

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

TEXRail Extension - OCIP Insurance Pricing

Insurance Coverage	Policy Limit	Policy Term	Premium
General Liability	\$2,000,000	42 Months	\$790,031.00
Excess Liability	\$198 Million	42 Months	\$4,100,000.00
Contractor's Pollution Liability	\$10,000,000	42 Months	\$110,461.00
Owners Protective Professional Liability	\$10,000,000	42 Months	\$177,119.00
Railroad Protective	Varies by Contract	42 Months	\$1,046,200.00
Builder's Risk	\$176 Million	42 Months	\$860,000.00
Wrap-up Administration	n/a	42 Months	\$50,000.00
Total Cost			\$7,133,811.00

Trinity Metro

OCIP Project Insurance Manual

***** *DRAFT* *****



TEXRail Extension Project

November 2026 – May 2030
Updated 10/5/2026

This Manual is part of the Contract Document

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the OCIP policies alone govern how coverage is applied.*

TRINITY METRO TEXRail Extension

OCIP PROJECT INSURANCE MANUAL

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OCIP OVERVIEW

Welcome to the **Fort Worth Transportation Authority operating as “Trinity Metro”** Controlled Insurance Program. An OCIP or a controlled/consolidated insurance program is a centrally procured and managed insurance and risk control program implemented for a construction project or series of projects.

IMPORTANT CONSIDERATIONS

The OCIP is not intended to provide a complete insurance program to the Enrolled Contractor. The Enrolled Contractor may wish to purchase additional coverage as it deems necessary for its own account, at its own expense, and through its own efforts, for exposures not covered by this OCIP.

The OCIP policies of insurance procured and maintained shall not affect the Enrolled Contractor's liability to the Sponsor or others for the performance of any obligations assumed by Enrolled Contractor under the other applicable Contract Documents.

While the Sponsor will endeavor to maintain the OCIP with a scope of coverage equivalent to its present form, or broader, no warranty or representation is made that market conditions, cost, loss record, or other factors will not result in changes to the program at some future date. All Enrolled Contractors by the Sponsor will be promptly notified of any such changes along with appropriate instructions.

It is the intent of the Sponsor to maintain the insurance coverages identified herein. Enrolled Contractors should note that the present insurance coverages provided and maintained by Sponsor may afford broader coverage than required by the Contract Documents. However, the Sponsor does not warrant or represent to continue such broader coverage throughout the duration of the Contract Documents.

This Manual contains important information about the OCIP and we encourage you to read and review it with your own insurance broker. Please direct any questions about the program to **Wrap Up Insurance Solutions**, the OCIP Administrator.

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the OCIP policies alone govern how coverage is applied.*

SECTION 2

PROJECT DIRECTORY

Sponsor:	Fort Worth Transportation Authority dba Trinity Metro 801 Grover Street Fort Worth, Texas 76102
Sponsor's Insurance Representative:	Higginbotham 500 W. 13 th Street Fort Worth, Texas 76102 Ed Coker Managing Director (817) 691-3726 ECoker@Higginbotham.net Carla Cook Commercial Account Executive (214) 960-0843 CCook@Higginbotham.net
Construction / Program Manager:	To Be Determined
Contractor:	Fort Worth Transit Partners, JV
OCIP Administrator:	Wrap-Up Insurance Solutions 16100 Swingley Ridge Road, Ste 250 St. Louis, Missouri 63017 Brian Billhartz Senior Vice President (636) 489-0185 bbillhartz@wrapupsolutions.com Diane Gibbs, CRIS Director of Administration (636) 489-0194 dgibbs@wrapupsolutions.com

DEFINITIONS

OCIP	A centrally procured and managed insurance and risk control program implemented for a construction project or series of projects. (aka Owner Controlled Insurance Program)
Sponsor	Fort Worth Transportation Authority dba Trinity Metro
Owner	Fort Worth Transportation Authority dba Trinity Metro
Contractor(s)	Fort Worth Transit Partners, JV - the entity that has a contract with the Owner to perform work at the Jobsite. Sometimes may be referred to as a <u>General Contractor</u> .
Insurance Broker	Higginbotham 500 W. 13 th Street Fort Worth, Texas 76102
OCIP Administrator	Wrap Up Insurance Solutions (a division of Heffernan Group)
Eligible Party(ies)	Contractor, Subcontractor(s) and Tier-Subcontractors performing labor or services at the Jobsite except for those designated as an Excluded Contractor.
Subcontractor(s)	The person(s) or entity(ies) that has a contract or purchase order with the Contractor to perform work at the Jobsite.
Tier-Subcontractor(s)	The person(s) or entity(ies) that has a contract or purchase order with a Subcontractor to perform work at the Jobsite. This includes subcontracted entities of all tiers
Contract or Contract Documents	The written agreement executed between the Owner and Contractor, Contractor and Subcontractor(s), Subcontractors and Tier-Subcontractors. Sometimes referred to as a Construction Agreement.
Jobsite / Project	Generally defined as the project's physical location, adjacent/nearby area(s) where incidental operations are performed and approved dedicated Offsite locations. Permanent locations of any insured party are NOT considered part of the Project unless written approval is received by the Insurance Broker or Wrap-up Administrator confirming such location is part of the Project.

DEFINITIONS

Work	Operations, as described in the Contract Documents, performed at the Jobsite/Project.
Onsite	The premises <u>within</u> the area defined as the Jobsite/Project.
Offsite	The premises <u>outside</u> the area defined as the Jobsite/Project.
Carrier	The Insurance Company/Insurer named on an OCIP policy or certificate of insurance providing coverage for the OCIP.
Manual	This OCIP Project Insurance Manual.
Enrolled Contractor(s)	Contractor(s), Subcontractor(s) and Tier-Subcontractors who have been enrolled in the OCIP by providing to the OCIP Administrator a completed and signed Enrollment Form. OCIP enrollment is considered complete when the OCIP Administrator has issued a certificate of insurance to the Contractor, Subcontractor or Tier-Subcontractor.
Excluded Contractor(s)	The following are examples of the type of Contractor(s), Subcontractor(s) and/or Tier-Subcontractors who <u>may not</u> be eligible for enrollment into the OCIP: 1. Any party whom the Sponsor and/or the OCIP Administrator, at their sole discretion, elect to exclude from the OCIP, even if otherwise eligible. 2. Entities who perform hazardous materials remediation, removal, and/or transport companies and their consultants; 3. Architects, surveyors, engineers, and soil testing engineers, and their consultants; ▪ However, with the insurance company's approval, the Sponsor may approve these entities as an Eligible Party to enroll into the OCIP. 4. Any party whom the Sponsor and/or the OCIP Administrator, at their sole discretion, elect to exclude from the OCIP, even if otherwise eligible. 5. Entities who perform hazardous materials remediation, removal, and/or transport companies and their consultants; 6. Architects, surveyors, engineers, and soil testing engineers, and their consultants; ▪ However, with the insurance company's approval, the Sponsor may approve these entities as an Eligible Party to enroll into the OCIP.

DEFINITIONS

Excluded Contractor(s)

7. Any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Jobsite.
8. Vendors, suppliers, fabricators, material dealers, truckers, haulers, owner/operators (independent contractors), drivers, and others whose operation(s) and/or employee(s) is/are engaged solely in the loading, hauling, and/or unloading of material, supplies, and/or equipment to or from the Jobsite.
 - However, with the insurance company's approval, the Sponsor at its sole discretion may approve a fabricator or supplier as an Eligible Party to enroll into the OCIP in the event that the fabricator or supplier directly generates payroll at the Jobsite or its erection or installation by Subcontractor(s) and/or Tier-Subcontractors who generate payroll on the Jobsite.
9. Contractors, Subcontractors and each of their respective Tier-Subcontractors who do not perform any actual labor on the Jobsite.

Insurance Cost

Amount of money deducted from the bid price at the time of initial bid review, contract execution, or through deductive change orders issued through out the duration or at completion of the Contract, for insurance coverages being provided by the Sponsor.

Enrollment Form

A document provided to the OCIP Administrator by a Contractor, Subcontractor(s) and/or Tier-Subcontractors requesting enrollment into the OCIP. Acceptance of this form by the OCIP Administrator is required before coverage can be authorized and confirmed by the Carrier.

Any terms not defined herein shall have the meaning ascribed to them as shown in the Contract Documents and in this OCIP Project Insurance Manual.

OCIP COVERAGE SUMMARY

OVERVIEW

The purpose of an OCIP is to provide a consolidated insurance program to help protect all Enrolled Contractors against injuries and liabilities arising out of Work at the Jobsite.

The OCIP provides **General Liability, Excess Liability, Builder's Risk, Contractor's Pollution Liability and Railroad Protective Liability** coverage for operations at the defined Jobsite. OCIP coverages apply only to those operations of each Enrolled Contractor performed at the Jobsite in connection with their Work and only to Enrolled Contractors who are eligible for enrollment in the OCIP.

The OCIP coverages and exclusions summarized in this OCIP Project Insurance Manual are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverages are not intended to be complete, alter or amend any provision of the actual OCIP policies. In the event any provision in summary below conflicts with the OCIP insurance policies, the provisions of the policies shall govern. Enrolled Contractors are encouraged to review this information with their insurance agents or brokers.

COVERAGE SUMMARY

I. OCIP – General Liability Insurance

CARRIER: Westchester Surplus Lines Insurance Company

OCIP – Commercial General Liability Insurance

Coverage Term: TBD

Project Term : TBD

	<u>Policy Limits</u>
Each Occurrence Limit	\$2,000,000
General Aggregate (Other Than Products/Completed Operations)	\$4,000,000
Products and Completed Operations Aggregate Limit*	\$4,000,000
Personal Injury & Advertising Limit	\$2,000,000
Damages to Premises Rented to You	\$300,000
Medical Payments	Excluded

SECTION 4

OCIP COVERAGE SUMMARY

Exceptions/Notes:

- a) This insurance is primary for all occurrences at the Jobsite.
- b) Defense costs are outside the policy limits.
- c) Coverage provided for work within 50 feet of a railroad.
- d) At the Sponsor's sole discretion, a **loss penalty** will be assessed to any Contractor or Subcontractor whose acts and/or actions are responsible for causing a General Liability loss. This penalty will not exceed **\$12,500 per occurrence**.
- e) The OCIP coverages are limited solely to Work performed at a Project Site. As such, products/completed operations coverage provided under the Commercial General Liability and the Excess Liability do not apply to any insured party, Contractor, Subcontractor, vendor, supplier, material dealer, or other product or material manufactured, assembled, or otherwise worked upon away from the Project Site.
- f) This insurance will include a Products & Completed Operations coverage extension beyond final acceptance of the entire Project with a single, non-reinstated aggregate limit. The coverage extension will be ten (10) years or the applicable Statute of Repose governing the Project, whichever is less.

ADDITIONAL TERMS AND CONDITIONS

Forms(s):

[illegible]

II. OCIP – Excess Liability Insurance

CARRIER: To Be Determined

<u>Excess Layer</u>	<u>Carrier Name</u>	<u>Excess Liability Limit</u>	
	To Be Determined		

Coverage Term: TBD

Dates: TBD

Policy Limits

Each Occurrence \$198,000,000

General Annual Aggregate \$198,000,000

Products and Completed Operations Aggregate Limit* \$198,000,000

- Provides additional liability limits over the primary General Liability policy.
- The Products and Completed Operations Aggregate is for the term of the policy period including the Statue of Repose for the State of Texas.

III. OCIP – Builder’s Risk Insurance

CARRIER: To Be Determined

Coverage: Except as indicated below, this coverage applies to all materials, supplies and equipment that are consumed on or intended for specific installation in the Project, but only while such material, supplies and equipment are located at a Project Site.

Limits: (shared by all insureds)	\$ To Be Determined
Earthquake	minimum \$50,000,000
Flood	minimum \$50,000,000

Sub-Limits:

Property In-Transit - Inland	\$ 5,000,000
Off-Site Storage/Pre-Fabrication/Temporary Removal	\$ 10,000,000
Existing Property	\$ 15,000,000
Extra Expense	\$ 10,000,000
Debris Removal	\$ 10,000,000

Exceptions/Notes:

- (a) At the Sponsor’s sole discretion, a **loss penalty** will be assessed to any Contractor or Subcontractor whose acts and/or actions are responsible for causing a Builder’s Risk loss. This penalty will not exceed **\$25,000 per occurrence**.
- (b) The Builder’s Risk Insurance will be placed with a company or companies lawfully authorized to do business in each jurisdiction where the Project is located. The property insurance will be on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, whichever first occurs. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Tier-Subcontractors.
- (c) The Builder’s Risk insurance shall be on an “all-risk” policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of other coverages, windstorm, theft, vandalism, malicious mischief, explosion, collapse, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect’s services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract.
- (d) The Builder’s Risk insurance will **include** LEG-3 equivalent extended coverage endorsement to full value of project.
- (e) This insurance will not include coverage for workers’ clothing, any tools, equipment, protective fencing, scaffolding, temporary structures, forms and equipment owned, rented, leased or borrowed by the Contractor, Subcontractor or Tier-Subcontractor and used in the performance of the Work.
- (f) Owner shall not be liable or responsible for any loss or damage whatsoever to the items

excluded in Paragraph (c) above and each Contractor, Subcontractor and Tier-Subcontractor shall indemnify, defend with counsel reasonably acceptable to the Owner and hold harmless the Owner, other Contractors, Subcontractors and Tier-Subcontractors from any claims or causes of action brought by any person or parties as a result of loss or damage to such excluded items.

- (g) If the Owner does not intend to purchase such Builder's Risk property insurance required by the Contract and all of the coverages in the amounts described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then purchase insurance which will protect the interests of the Owner, Contractor, Subcontractors and Tier-Subcontractors in the Work, and by appropriate change order, the cost thereof shall be charged to the Owner.
- (h) Earthquake, Flood, In-Transit and Off-site Storage coverage is subject to the sub-limits as stated in the policy.
- (i) Materials and supplies stored away from the Project Site shall be covered only if the storage site is solely dedicated to the Project. **It shall be the responsibility of the Contractor to notify the Sponsor's Insurance Representative, in writing, to request coverage for identified off-site storage facilities.** Contractor must report the value, time and location of any such storage facility to the Sponsor Insurance Representative. Upon 72 hours of receiving Contractor's written request, the Sponsor Insurance Representative will provide the Contractor a written confirmation of off-site storage coverage. Contractor shall be responsible for any loss that is uninsured or underinsured arising out of such failure to notify the Sponsor Insurance Representative.

IV. OCIP – Contractors' Pollution Liability Insurance

CARRIER: Westchester Surplus Lines Insurance Company

Coverage: Environmental/Pollution liability coverage arising out of the Contractor's operations at the Project Site.

Limits: (shared by all insureds) Minimum \$ 5,000,000

V. OCIP – Railroad Protective Liability

CARRIER: Westchester Fire Insurance Company

Policy Named Insured: Respective Railroad

Coverage: Railroad Protective Liability, with policies issued in the name of the respective railroad, covering all contractors and subcontractors working on the Project Site.

Limits: As required by contract

CANCELLATION and/or MODIFICATION of the OCIP

The Sponsor may, for any reason, modify the OCIP Coverages, discontinue the OCIP, or request that the Enrolled Contractor withdraw from the OCIP upon **thirty (30) days'** written notice.

The Sponsor is not required to provide the OCIP. The Sponsor's election to terminate or not to furnish the OCIP can apply to a single and/or multiple Enrolled Contractors at their discretion.

In the event of cancellation, the Sponsor shall give Enrolled Contractors **thirty (30) days'** written notice of cancellation of any policy or policies provided by the OCIP. In the event of such cancellation, Sponsor shall, at its sole option, but at least **thirty (30) days** prior to the date of cancellation: (1) procure alternate insurance coverage for the policy or policies canceled; or (2) require Enrolled Contractors to procure and maintain alternate insurance coverage for the policy or policies canceled. The amounts, contents, and carriers shall be satisfactory to the Sponsor. The Sponsor will reimburse all Enrolled Contractors for the actual premiums of any insurance so required. Within **five (5) days** written notice, the Enrolled Contractor will provide the Sponsor all requested documentation supporting the Enrolled Contractor's requested reimbursement amount.

Enrolled Contractors shall not attempt to cancel any of the policies described herein without the express written consent of Sponsor, and any attempted cancellation without said express written consent shall be null and void.

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the OCIP policies alone govern how coverage is applied.*

PROJECT INSURANCE REQUIREMENTS

REQUIRED INSURANCE COVERAGES

*** NOTICE ***

Part of the Work associated with this Project is subject to insurance requirements outlined in certain Railroad Right of Entry Agreements. Please review these respective agreements.

All Contractors, Subcontractors & Tier-Subcontractors shall obtain and maintain insurance coverages as outlined in the ***Project Insurance Requirements*** of the ***Contract Documents*** and ***Railroad Right of Entry Agreements***.

Enrolled Contractors

Enrolled Contractor(s) must at a minimum, provide evidence of the following:

- **Workers' Compensation & Employer's Liability** – for Onsite and Offsite operations/exposures

Coverage: Statutory limits required by the Workers' Compensation Laws of the applicable jurisdiction, with Employer's Liability.

Part One: Workers' Compensation - Statutory Limits

Part Two: Employer's Liability

Bodily Injury by Accident: \$1,000,000 each accident

Bodily Injury by Disease: \$1,000,000 each employee

Bodily Injury by Disease: \$1,000,000 policy limit

Note:

- Workers Compensation policy must provide a waiver of subrogation in favor of the following entities:
 - Fort Worth Transportation Authority
 - City of Fort Worth
 - Dallas Area Rapid Transit
 - Trinity Railway Express
 - Fort Worth & Western Railroad Company
 - Union Pacific Railroad Company
 - BNSF Railway Company
 - Herzog Transit Services, Inc.
 - Herzog Technologies, Inc.
 - Herzog Contracting Corporation
 - Dallas Garland & Northeastern Railroad, Inc.

*** NOTICE ***

Due to certain contractual arrangements that may arise for the Project, other entities may need to be added to this list.

- National Railroad Passenger Corporation (Amtrak)
- Texas Department of Transportation
- Baylor Health Care System

▪ **General Liability** – for Offsite operations/exposures

Coverage: Third party personal injury, bodily injury and property damage liability in a form providing coverage not less than the standard Commercial General Liability coverage part (Insurance Services Office [ISO] Occurrence Form 2013)

	Minimum Limits of Liability:
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

▪ **Commercial Automobile Liability** – for Onsite and Offsite operations/exposures

Coverage: Bodily injury and property damage for all owned, hired and non-owned automobiles, trucks and trailers, including coverage for contractual liability. Coverage shall be provided not less than that of a Standard Commercial/Business Automobile Liability Policy

Combined Single Limit: (bodily injury and property damage)

Required limits below may be met with a combination of Primary Commercial Automobile and Excess/Umbrella Liability policies.

General Contractor Required Limit	\$ 25,000,000
(Combination of \$1,000,000 Primary Commercial Auto + \$24,000,000 Excess/Umbrella)	
Subcontractors Required Limit	\$ 3,000,000
(Combination of \$1,000,000 Primary Commercial Auto + \$2,000,000 Excess/Umbrella)	

***** NOTICE *****

Your Commercial Automobile Policy must provide the following ISO Endorsements:

- **# CA 20 70 10 01** – (or a substitute form providing coverage)
 - “Coverage for Certain Operations in Connection with Railroads”**
 - Designated Job Site” listed as “TEX Rail Extension Project – Fort Worth Transportation Authority, Trinity Railway Express, Union Pacific Railroad Company, Fort Worth & Western Railroad Property,
 - The endorsement should list the “Scheduled Railroads” as: Fort Worth Transportation Authority, Trinity Railway Express, Union Pacific Railroad Company, Fort Worth & Western Railroad.
- **MCS-90 – Motor Carrier Act Endorsement** – (if required by law)
 - Hazard material clean-up coverage

- | | |
|-----------------------------------|---------------|
| General Contractor Required Limit | \$ 24,000,000 |
| Subcontractors Required Limit | \$ 2,000,000 |

Due to certain contractual arrangements that may arise for the Project, other entities may need to be added to this list.

Excluded Contractors

Excluded Contractor(s) and other entities no longer covered by the OCIP must provide evidence of their insurance coverage as outlined in the **Contract Documents and Railroad Right of Entry Agreements**. This includes the following:

- **Workers' Compensation & Employer's Liability** – for Onsite and Offsite operations/exposures

Coverage: Statutory limits required by the Workers' Compensation Laws of the applicable jurisdiction, with Employer's Liability.

Part One: Workers' Compensation - Statutory Limits

Part Two: Employer's Liability

Bodily Injury by Accident:	\$1,000,000 each accident
Bodily Injury by Disease:	\$1,000,000 each employee
Bodily Injury by Disease:	\$1,000,000 policy limit

Note:

- Workers Compensation policy must provide a waiver of subrogation in favor of the following entities:
 - Fort Worth Transportation Authority
 - City of Fort Worth
 - Dallas Area Rapid Transit
 - Trinity Railway Express
 - Fort Worth & Western Railroad Company
 - Union Pacific Railroad Company
 - BNSF Railway Company
 - Herzog Transit Services, Inc.
 - Herzog Technologies, Inc.
 - Herzog Contracting Corporation
 - Dallas Garland & Northeastern Railroad, Inc.
 - National Railroad Passenger Corporation (Amtrak)
 - Texas Department of Transportation
 - Baylor Health Care System

***** NOTICE *****

Due to certain contractual arrangements that may arise for the Project, other entities may need to be added to this list.

- **General Liability** – for Onsite and Offsite operations/exposures

Coverage: Third party personal injury, bodily injury and property damage liability in a form providing coverage not less than the standard Commercial General Liability coverage part (Insurance Services Office [ISO] Occurrence Form 2013)

	Minimum Limits of Liability:
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

- **Commercial Automobile Liability** – for Onsite and Offsite operations/exposures

Coverage: Bodily injury and property damage for all owned, hired and non-owned automobiles, trucks and trailers, including coverage for contractual liability. Coverage shall be provided not less than that of a Standard Commercial/Business Automobile Liability Policy

Combined Single Limit: (bodily injury and property damage) \$ 3,000,000
(Combination of \$1,000,000 Primary Commercial Auto + \$2,000,000 Excess/Umbrella)

***** NOTICE *****

Your Commercial Automobile Policy must provide the following ISO Endorsements:

- **# CA 20 70 10 01** – (or a substitute form providing coverage)
 - **“Coverage for Certain Operations in Connection with Railroads”**
 - Designated Job Site” listed as “TEX Rail Extension Project – Fort Worth Transportation Authority, Trinity Railway Express, Union Pacific Railroad Company, Fort Worth & Western Railroad Property.
 - The endorsement should list the “Scheduled Railroads” as: Fort Worth Transportation Authority, Trinity Railway Express, Union Pacific Railroad Company, Fort Worth & Western Railroad.
- **MCS-90 – Motor Carrier Act Endorsement** – (if required by law)
 - Hazard material clean-up coverage

- **Umbrella/Excess Liability** – must “follow-form” the coverages provided in the Employer’s Liability, Commercial Automobile Liability and General Liability policies for respective Onsite and Offsite operations/exposures.

Required Limits of Liability \$ 2,000,000

***** NOTICE FOR EXCLUDED PARTIES *****

The **Commercial General Liability & Automobile Policies** must provide additional insured status and waiver of subrogation in favor of the following entities:

- Fort Worth Transportation Authority
- City of Fort Worth
- Dallas Area Rapid Transit
- Trinity Railway Express
- Fort Worth & Western Railroad Company
- Union Pacific Railroad Company
- BNSF Railway Company
- Herzog Transit Services, Inc.
- Herzog Technologies, Inc.
- Herzog Contracting Corporation
- Dallas Garland & Northeastern Railroad, Inc.
- National Railroad Passenger Corporation (Amtrak)
- Texas Department of Transportation
- Baylor Health Care System

***** NOTICE *****

*Due to certain contractual arrangements
that may arise for the Project, other
entities may need to be added to this list.*

If an **Excluded Party** plans to operate within or require access to a Railroad Right of Way, a Right of Entry Agreement may be required. The Railroad's Right of Entry Agreement will have additional Insurance Requirements that must be met, with evidence provided to the respective Railroad, before access to the Project Site area will be allowed.

Refer to the *Project Insurance Requirements* contained in the Contract Documents and *Railroad "Right of Entry" Agreements* for a list of all insurance requirements associated with this Project.

PROJECT GENERAL CONDITIONS

**Contractor /
Subcontractor
Obligations****Contractor(s), Subcontractor(s) and/or Tier-Subcontractors shall:**

- I. Incorporate the terms of this Manual in all Subcontracts.
- II. Provide each of its Subcontractors with a copy of this Manual and assure Subcontractor compliance with the provision of the OCIP insurance policies, this Manual and the Contract Documents.
- III. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the Sponsor and the OCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such Carrier, an "OCIP Carrier") and that **TRINITY METRO** is not responsible for any claims or disputes between or among the Contractor, Subcontractor or Tier-Subcontractor and any OCIP Carrier(s). Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that the Contractor, Subcontractor or Tier-Subcontractor require for its own protection, or that is required by applicable laws or regulations, shall be the Contractor's, Subcontractor's or Tier-Subcontractor's sole responsibility and expense and shall not be billed to the Sponsor.
- IV. Cooperate fully with the OCIP Administrator and the OCIP Carriers, as applicable, in its or their administration of the OCIP.
- V. Provide, within **ten (10)** business days of the Sponsor's, Insurance Broker's or the OCIP Administrator's request, all documents or information as requested. Such information may include but is not limited to; certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or other such data or information the Sponsor, the Insurance Broker, the OCIP Administrator, or OCIP Carriers may request in the administration of the OCIP or as required by this Manual.
- VI. Acknowledge that they are aware that the Sponsor has elected to implement an OCIP at this Jobsite. Any reference or summary in the Agreements, this Manual, or elsewhere in any other Contract Document; as to the amount, nature, type or extent of OCIP Coverages and/or potential applicability to any potential claim or loss, is for reference only. The Contractor, Subcontractor and Tier-Subcontractor acknowledge it has not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverages, in the formulation of any understanding and/or belief as to the amount, nature, type or extent of any OCIP Coverages and/or its potential applicability to any potential claim or loss. This Manual **does not** and **is not** intended to provide coverage interpretations. The terms and conditions of the OCIP policies alone govern how coverage is applied.

Conflicts

In the event of a conflict, the provisions of the agreement and its other related Contract Documents shall govern, then the provisions of this manual.

Duty of Care

Nothing contained in this Manual shall relieve the Contractor, Subcontractor and Tier-Subcontractor of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.

Audits

The Enrolled Contractor agrees that the Sponsor, the OCIP Administrator, the OCIP Carriers and/or their agents, may audit an Enrolled Contractor's books and records, insurance coverages, insurance cost information, or any other information that Enrolled Contractor provides to the Sponsor, the OCIP Administrator or the OCIP Insurer to confirm their accuracy.

**General Liability -
Loss Penalty**

At the Sponsor's sole discretion, a loss penalty will be assessed to any Contractor or Subcontractor whose acts and/or actions are responsible for causing a General Liability loss. This penalty will not exceed **\$12,500 per occurrence**.

**Builders Risk -
Loss Penalty**

At the Sponsor's sole discretion, a loss penalty will be assessed to any Contractor or Subcontractor whose acts and/or actions are responsible for causing a Builder's Risk loss. This penalty will not exceed **\$25,000 per occurrence**.

**Withhold of
Payments**

In the event of an audit by the Sponsor, its agents and/or the OCIP Administrator, if the Enrolled Contractor's records and information reveals a discrepancy in the Insurance Costs, safety or any other information required by the Contract Documents, or reveals the inclusion of Insurance Costs in any payment for the Work, the Sponsor shall have the right to withhold payment to the Enrolled Contractor equal to the cost of all such Insurance Costs that should have been removed from the Contract price, including the Insurance Costs of any Subcontractor and Tier-Subcontractor.

If the Contractor, Subcontractor or Tier-Subcontractor fails to timely comply with the provisions of this Manual, the Sponsor may withhold any payments due the Contractor, Subcontractor or Tier-Subcontractor until such time the requirements of this Manual have been met.

Waivers of Subrogation

1. Where permitted by law, each Contractor, Subcontractor and Tier-Subcontractor waives and releases the **Owner**, the Indemnified Parties and any of its affiliates, shareholders, members, partners, managers, officers, employees, agents, consultants and any other contractor or subcontractor performing work or rendering services on behalf of the **Owner** in connection with the planning, development and construction of the Project from:
 - a. All rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage;
 - b. All assertions of legal rights, including demands or legal actions (whether filed or threatened), alleging responsibility for insured or uninsured losses or claims, and;
 - c. All actual or alleged liabilities, costs or expenses (including attorneys' fees and other costs of legal or alternative dispute resolution proceedings), losses, damages (including actual, consequential, and punitive), hurts, judgments, or penalties of whatever nature or description, incurred by a person or property, including
 - i. Harm to or impairment, loss, or diminution in the value of tangible or intangible property or its use, including loss of business or revenues,
 - ii. Physical harm to or death of a natural person, or
 - iii. "Personal and advertising injury" as such term or terms are defined by the December 2004 edition of Insurance Services Office ("ISO") commercial general liability insurance form CG 00 01, which claims or losses are covered by the insurance provided under the OCIP, provided that the parties do not waive Claims with respect to OCIP insurance proceeds held by **Owner** or Contractor as a fiduciary.
2. Where permitted by law, the waivers and releases contained in this agreement will survive the completion of this Contract and will apply even if a claim or loss arose, in whole or in part, from the ordinary negligence or strict liability of the intended beneficiary of the waiver or release. Contractor, Subcontractor and Tier-Subcontractor will obtain similar waivers from other participants in the OCIP. All insurance policies included in the OCIP will contain waivers of subrogation (by endorsement if necessary). A waiver of subrogation will be effective as to a person or entity even though that person or entity:
 - a. Would otherwise have a duty to indemnify, whether such duty is statutory, contractual, or otherwise,
 - b. Did not pay the insurance premium directly or indirectly, and
 - c. With respect to property damage, whether or not the person or entity had an insurable interest in the property damaged. The OCIP shall provide such waivers of subrogation by endorsement or otherwise. It is the intent of the parties to expressly agree to mutually waive or release any liability arising out of or relating to this Contract.

***Safety and
Environmental
Protection***

The importance of safety awareness in the Sponsor's corporate philosophy cannot be stressed enough. The approach is simple: substandard safety conditions and practices will not be tolerated. The Contractor will be responsible to provide and enforce a **Site Specific Safety Plan**. All Enrolled Contractors must comply with the site specific plan. The Sponsor and its agents are not responsible for Jobsite safety. The Contractor's safety policies, procedures and codes of practice must be in compliance with current federal and state occupational health and safety standards. Some requirements may exceed these minimum safety standards. Enrolled Contractors shall be solely responsible for the safety of their employees working at the Jobsite. All Enrolled Contractors must comply with the standards imposed/addressed in the Contractor's **Site Specific Safety Plan**.

Claim Reporting

Enrolled Contractors must report all injuries, occupational related illnesses or property damage to the Contractor's Site Safety manager. Failure to report a claim within 24 hours of an occurrence may result in a fine and/or penalty, up to and including removal from the Jobsite the offending parties.

OCIP ENROLLMENT PROCEDURES**OVERVIEW**

Participation and compliance with the OCIP is mandatory for all Eligible Parties. Each Eligible Party will be enrolled in the OCIP unless specifically excluded in writing. Enrollment in the OCIP is **REQUIRED** but is not automatic.

Failure to provide required OCIP enrollment information prior to mobilization on-site could impact coverage under the OCIP. Communications from the OCIP Administrator should be considered Sponsor communications. If any conflict exists between this OCIP Project Insurance Manual and the OCIP insurance policies, the OCIP insurance policies will prevail.

It is recommended that all Enrolled Parties notify their insurance representative that they are participating in an OCIP. Coverage may need to be endorsed to be excess and contingent over the OCIP coverage provided under this Program for Onsite activities.

Failure to comply with the OCIP enrollment procedures will result in all or any one of the following actions by the Sponsor;

- ❖ **No admittance to the Jobsite until the enrollment documents are received,**
- ❖ **No insurance and/or coverage provided by the OCIP;**
- ❖ **The Sponsor may require withholding progress payments for Contractors, Subcontractors and Tier-Subcontractors that are not in compliance.**
- ❖ **Submission of a “No Known Loss Letter” (when applicable) to the OCIP Administrator and/or the Carrier.**

INSURANCE COSTS BID METHOD

Each Contractor/Subcontractor is required to submit their bid(s) and **any subsequent change orders EXCLUDING** their Insurance Costs **for the insurance coverages provided by the Sponsor**. These Insurance Costs include the cost(s) to provide General Liability, Excess/Umbrella Liability, Contractor's Pollution Liability and Builder's Risk for this Project. The Contractor's Total Insurance Costs should account for the excluded Insurance Costs for all Subcontractors-Any Tier and will be identified to the Sponsor as part of the Contractor's bid price/proposal.

The **Sponsor** and the **Wrap-up Administrator** reserve the right to audit all information for accuracy and to assure all associated insurance costs have been removed from the bid proposal. **Contractors are solely responsible for ensuring that their Subcontractors (all tiers) also REMOVE the cost of insurance from their bids.**

OCIP FORMS

Enrollment Form

Enrollment in the OCIP is required and not automatic. To enroll in the program, the "Enrollment Form" must be completely filled out and returned to the OCIP Administrator within **Ten (10) business days** after notification of contract award or no less than prior to your mobilization to the Jobsite. This form is necessary to provide coverage for the Contractor, Subcontractor and Tier-Subcontractor on the project. If the Contractor is uncertain as to the estimated on-site date, leave this part of the form blank and call the OCIP Administrator before going on-site. Be sure to provide your FEIN number. All payroll estimates should be for on-site payroll only.

Complete the attached **Enrollment Form** application, then mail and/or fax to:

Diane Gibbs c/o Wrap Up Insurance Solutions
16100 Swingley Ridge Road, Ste 250
St. Louis, MO 63017
Office: 636-489-0194 / Fax: 636-536-0475
E-mail: dgibbs@wrapupsolutions.com

Notice of Contract Award

This form must be completed by any Contractor, Subcontractor or Tier-Subcontractor that plans to subcontract out Work. The Contractor, Subcontractor or Tier-Subcontractor must advise the OCIP Administrator of the company name, address, contact name, telephone number fax number and FEIN number of all subcontractors that will be working on the Project.

Notice of Completion

This form notifies the OCIP Administrator that an Enrolled Contractor has completed its on-site Work, as specified in the Contract Documents.

IMPORTANT CONSIDERATIONS

The Contractor will assist the OCIP Administrator with Subcontractor compliance. Subcontractors are responsible for all Tier-Subcontractors. The OCIP Administrator will review all loss cost allocation/rates based upon a Contractor's, Subcontractor's or Tier-Subcontractor's experience outside of the Sponsor's program. The Contractor's, Subcontractor's or Tier-Subcontractor's **insurance broker/agent program summary letters will not be accepted as proof of insurance for any rate calculation.** All documents are subject to the Sponsor and/or their OCIP Administrators acceptance and approval. If a Contractor enters into agreement with a Subcontractor to perform Work at the Jobsite, the Contractor's responsibilities are as follows:

- ❖ The OCIP Project Insurance Manual and all requirements within it are to be incorporated into the Contract.
- ❖ All Subcontractors are responsible to notify the Contractor and the OCIP Administrator of all subcontract awards, so enrollment into the OCIP is timely.
- ❖ All Subcontractors and their Tier-Subcontractors will be required to meet all OCIP insurance requirements, unless specifically excluded in writing by the Sponsor and/or their OCIP Administrator. Participation is mandatory at all Subcontractor levels.

***** NOTICE *****

Temporary Labor & Staff Leasing Companies

Temporary Labor services and Staff Leasing Companies are to be treated as Enrolled Contractors at the Sponsor's and/or Wrap-up Administrator's discretion.

TRINITY METRO
TEXRail Extension Project
ENROLLMENT FORM

CONTRACTOR / SUBCONTRACTOR / TIER-SUBCONTRACTOR

Your Company Name: _____
Contact Name: _____ Phone: _____
Fax: _____ Cell: _____ E-Mail: _____
Address (no P.O. Box): _____
Street _____ City _____ State _____ Zip _____
Your Firm is a : ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: _____
FEIN # _____ License #: _____

PROJECT INFORMATION

Who are you contracted with? _____ Contract Amount: \$ _____
Brief description of your work: _____
% Subcontracted to others: _____ Note: Complete the "Notice of Contract Award" for each contractor
Estimated Start Date: _____ / _____ / _____ Estimated Completion Date: _____ / _____ / _____
Do you plan to have operations directly related to this project away from the project premises? ☐ Yes ☐ No
If "Yes", please describe those operations, including the work to be done, the value of such work and the specific location of that work.

INSURANCE INFORMATION

GL Carrier: _____ Deductible/SIR: \$ _____
Period of Insurance: _____ / _____ / _____ to _____ / _____ / _____

AGREEMENT

- ❖ Any and all returns of premium, dividends, discounts, or other adjustments to any WRAP-UP policy is assigned, transferred and set over absolutely to Sponsor. This assignment pertains to the policies as now written and as subsequently modified, rewritten or replaced by the Sponsor, including any additional amounts or coverage as a result thereof. Rights of cancellation of all insurance policies provided to the Enrolled Contractors by the Sponsor are also assigned to Sponsor.
- ❖ All insurance coverage under the project OCIP is contingent on a properly completed OCIP Enrollment Form and all necessary attachments.
- ❖ Contractor/Subcontractor does hereby release the Sponsor, Contractor, OCIP Administrator, Wrap-Up Insurance Solutions, and each of their respective representatives, agents, directors, officers, employees, subsidiaries, affiliates, partners, shareholders, members and assigns from any claims arising out of or relating to acts, errors, omissions or negligence in the selection, placement, adequacy, scope or nature of insurance coverage offered by the OCIP, or the selection, performance and present or future solvency of the OCIP Carrier(s). Contractor/Subcontractor shall ensure that the foregoing release of liability is contained in all of its contracts with any lower tier subcontractors, and that this release of liability flows through to all subcontractors on the project, regardless of tier.

By signing below, Wrap Up Insurance Solutions and their representatives are authorized to contact your broker directly to obtain any pertinent additional information required for OCIP enrollment.

Your Name: _____ Your Title: _____
Your Signature: _____ Date: _____

Return completed form to:

Ms. Diane Gibbs c/o Wrap Up Insurance Solutions ♦ 16100 Swingley Ridge Road, Ste 250 ♦ St. Louis, MO 63017
Office: 636-489-0194 ♦ Fax: 636-536-0475
E-mail: dgibbs@wrapupsolutions.com

TRINITY METRO
TEXRail Extension Project

Notice of Contract **AWARD**

This form should be completed by the Awarding Contractor, Subcontractor
or Tier-Subcontractor

Contractor / Subcontractor / Tier-Contractor Information

Awarding Contractor's Name: _____

Subcontractor's Name: _____

Description of Work: _____

Contact Name: _____ Phone: _____

Fax: _____ Cell: _____ E-Mail: _____

Address (no P.O. Box): _____

Street City State Zip

Contract Value: _____ Approx. Start Date _____ FEIN #
(If known) _____

It is the responsibility of any Contractor, Subcontractor or Tier-Subcontractor that will be "sub-contracting" any on-site labor to complete this form. Each subcontracted entity will need to enroll into the OCIP as per the contract with the Sponsor.

Awarding Contractor's Name: _____

Signature Date

Printed Name Title

This form is to be submitted via fax/email:

Diane Gibbs c/o Wrap Up Insurance Solutions
16100 Swingley Ridge Road, Ste 250
St. Louis, MO 63017
Office: 636-489-0194 / Fax: 636-536-0475
E-mail: dgibbs@wrapupsolutions.com

TRINITY METRO
TEXRail Extension Project

Notice of Contract **COMPLETION**

(This form should be completed by the firm subcontracting out other work.)

Contractor / Subcontractor / Tier-Subcontractor Information

Contractor's
Name: _____

Trade Name: _____

Sub-tier Contractor Name: (list each sub)	Final Contract Value (including all Change Orders & Insurance)	Last Day On-Site

Final insurance audits (if any) will take place after all FINAL required documentation has been received from each Contractor, Subcontractor or Tier-Subcontractor. Do NOT make the final payment to any subcontracted entity until you have received the final documentation from the OCIP Administrator.

Contractor's Name: _____

Signature

Date

Printed Name

Title

This form is to be submitted via fax/email:

Diane Gibbs c/o Wrap Up Insurance Solutions
16100 Swingley Ridge Road, Ste 250
St. Louis, MO 63017
Office: 636-489-0194 / Fax: 636-536-0475
E-mail: dgibbs@wrapupsolutions.com

CERTIFICATE OF INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

Prior to starting work at the Project, the Subcontractor and Tier-Subcontractor shall furnish to the **Contractor** certificates of insurance with policy effective dates, naming **Owner (and other parties as identified in the Contract Documents and Railroad Right of Entry Agreements)** as additional insured with waiver of subrogation. The workers' compensation policy only requires a waiver of subrogation. **(See requirements on pages 16-21 of this Manual.)** The Contractor shall forward the certificates of insurance to the **Wrap-up Insurance Administrator**.

All certificates of insurance shall be in full compliance with the insurance requirements outlined in the *Project Insurance Requirements* of the *Contract Documents and Railroad Right of Entry Agreements*.

- **Enrolled Contractors** are to provide evidence of Workers' Compensation, Employer's Liability, Automobile Liability and Umbrella/Excess Liability for operations/activities both at and/or away from the Jobsite. Evidence of General Liability for operations/activities away from the Project Site. All other insurance requirements as outlined in the Insurance Requirements of the Contract Documents between the Contractor and Subcontractor remain unchanged.
- **Excluded Contractors** are to provide evidence of Workers' Compensation, Employer's Liability, Automobile Liability, General Liability and Umbrella/Excess Liability for operations/activities both at and away from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Contract Documents between the Contractor and Subcontractor remain unchanged.

All Certificates of Insurance should be forwarded to:

Fort Worth Transit Partners, JV
Attn: TBD
 Address
 City, State, ZIP

Refer to the *Project Insurance Requirements* contained in the Contract Documents and Railroad "Right of Entry" Agreements for a list of all insurance requirements associated with this Project.

CLAIM REPORTING PROCEDURES

In the event of a claims situation, as a participant in the Sponsor's OCIP all Enrolled Contractors are expected to cooperate with construction management, Insurance Broker, OCIP Administrator, OCIP Carrier and/or their agents. It is the responsibility of each Enrolled Contractor to report all claims to the Contractor and the Insurance Broker representative; **HIGGINBOTHAM**. The following is an outline of the procedures to be followed in the event of an accident/incident.

WHAT TO DO IF AN INJURY/INCIDENT OCCURS

- ❖ It is the responsibility of each Employee's Foreman or Supervisor to report all claims. **Notify the Contractor immediately in the event of ANY Liability Claim.**
- ❖ **General Liability** claims will be reported to the Contractor who in turn will notify the Insurance Broker; **Higginbotham** will report all General Liability claims to the Insurance Carrier.
- ❖ All Enrolled Contractors are required to assist in all phases of the accident and/or incident investigation.

HOW TO REPORT AN OCIP CLAIM

- ❖ Claims can be submitted via Phone or Email. (NOTE: Email is Preferred Method).
 - To Report by Phone: 844-857-5899
 - To Report by Email: pwolfe@higginbotham.net

What Information to Include:

1. Refer to the Named Insured, **Trinity Metro**.
 - Higginbotham can search for this Account the following ways:
 - Policy Number:
 - Named Insured: Trinity Metro
 - **Internal Code: FORTWOR-34**
2. Advise the Representative that you would like to file a claim on **TRINITY METRO** OCIP (Owner Controlled Insurance Program) Policy.
3. Provide a Completed General Liability Loss Notice (see enclosed) & Accident Summary Include the following:
 - Detailed Description of the Incident (including Date, Time, Location, etc.)
 - Provide Pictures
 - Name of the Enrolled Contractor/Subcontractor involved
 - Contact Name, Phone & Email for Insurance Company Adjuster
4. The Higginbotham Claim Representative will then file with the carrier on your behalf.

- Adjuster will be Assigned within 48 Business Hours.

Claim Reporting Issues:

In the event you are having issues with the above instructions or have additional questions, please direct your inquiries to the following contact.

Ms. Penny Wolfe
Director – Complex Claims
Direct: 817-349-2210
Email: pwolfe@higginbotham.net

Higginbotham
500 West 13th Street
Fort Worth, Texas 76102

GENERAL LIABILITY LOSS NOTICE of OCCURRENCE/CLAIM

<u>INSURED INFORMATION</u>				
Insured Name / Address: TRINITY METRO		Project Name: TEXRail Extension		Date:
Carrier Name / Address:		Policy #:		Coverage Term: Begin: End:
Date / Time of Occurrence/Claim: __AM __PM		Location of Occurrence:		Authority Contacted: __Yes __No Name:
Type of Liability	Property Damage:	Bodily Injury:	Product:	Other:
Description of Occurrence:				
<u>CONTRACTOR CONTACT INFORMATION</u>				
1. Name / Address: (General Contractor or Prime Contractor)		Telephone:		
2. Name / Address: (Subcontractor)		E-Mail:		
		Telephone:		
		E-Mail:		
<u>INJURED / PROPERTY DAMAGE</u>				
Name / Address:		DOB / Age:		Sex:
Telephone:		Occupation:		
Employers' Name / Address:		Describe Injury / Property Damage:		Medical Treatment: __Yes __No Where Treated:
Telephone:				
Estimated Cost of Property Damage:		Where can property are seen?		When can property be seen?
<u>WITNESSES</u>				
Name / Address:		Business Phone:		Work Phone:
E-Mail Address:				
1.				
2.				
3.				
<u>REMARKS</u>				
Reported By:	Reported To:	Signature:		Date:

**** Please email this form to: Claims@Higginbotham.net**

BOARD ACTION ITEM

ITEM NUMBER

BA2027-2

MEETING DATE

October 19, 2026

ITEM TITLE

TEXRail Extension - Oncor Transmission Relocation Agreement

BACKGROUND

Trinity Metro is expanding TEXRail from its current terminus station at the Fort Worth Texas & Pacific (T&P) Station to the Near Southside/Medical District Station located in the Fort Worth Medical District. The 2.1-mile of new passenger trackwork and railroad systems, including bridges, retaining walls, and other infrastructure, and a new rail station with parking at Mistletoe Blvd is adjacent to Baylor Scott & White All Saints Medical Center.

Oncor Transmission has existing 138-kv transmission line that runs parallel along the southern edge of the Union Pacific (UPRR) right of way from UPRR's Bridge @ MP 247.3 to Summit Ave. Trinity Metro will construct a new freight track south of the existing tracks to allow an existing UPRR track to be repurposed for TEXRail service. Trinity Metro has coordinated with Oncor Transmission for the construction of the new freight track, and it has been determined that one existing transmission pole is in conflict with the proposed construction and will need to be replaced/relocated farther to the south. Trinity Metro and Oncor have worked together to develop a cost reimbursable agreement for the required relocation. Trinity Metro will reimburse Oncor the actual costs for the relocation and Trinity Metro will seek federal reimbursement utilizing the current federal funds awarded to this project.

On September 30, 2026, Oncor provided Trinity Metro with cost estimate for the Oncor Transmission relocations in the amount of \$944,600.00.

FINANCING

Funds are available in Trinity Metro's FY2027 Capital Budget. Funds for future contract years will be considered in the respective proposed budgets.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to further negotiate, finalize, and execute an Agreement with Oncor Electric Delivery for the Oncor Transmission relocation in the amount of \$944,600 with a 15% contingency of \$141,690, to cover any unforeseen circumstances, for a total not to exceed amount of \$1,086,290.

STAFF DISPOSITION

EXECUTIVE LEAD*

Richard Andreski

DATE

10/07/26

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

Agreement for Adjustment of Utility Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 1 of 5

6.3.4 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this XXth day of _____, 2026, by **Oncor Electric Delivery Company LLC** ("Company"), and **Fort Worth Transportation Authority d/b/a Trinity Metro** ("Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Discretionary Services to be provided -- Company agrees to provide, and Customer agrees to pay for the following discretionary services (the "Discretionary Services") in accordance with this Agreement.

The "Customer" has requested to relocate/modify the existing 138 kV single circuit line section between structures 1/9 to 1/11 on the "Benbrook Switch - Hemphill Sub 138 kV Line" for the purpose of constructing a proposed railroad adjacent to, and grading onto, Oncor's existing easement. The proposed relocation will be approximately 0.1 miles of new single circuit 138 kV construction utilizing single circuit steel monopoles. The preliminary scope of work can be seen in Exhibit A attached to this agreement and is subject to change based on the final design. This agreement includes the cost to engineer, design, survey, procure material, and install the proposed structures, conductors and hardware needed for the relocation. The existing transmission line is currently located within the boundaries of the proposed customer's development in Tarrant County at approximate GPS coordinates of Lat: 32.73927286 Long: -97.34569529.

2. Nature of Service and Company's Retail Delivery Service Tariff -- Any Discretionary Services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. Discretionary Service Charges -- Charges for any Discretionary Services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. Term and Termination -- This Agreement becomes effective on execution by both parties and continues in effect until completion of Discretionary Services. Customer may terminate this Agreement for convenience at any time upon written notice to Company, and upon such termination, Customer shall be responsible for the Total Costs incurred by Company hereunder prior to such termination and shall pay the same in accordance with Section 15.1(c) of this Agreement. Such termination will not create any liability on the part of Customer other than said payment. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. No Other Obligations -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. Governing Law and Regulatory Authority -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. Amendment -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

Agreement for Adjustment of Utility Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 2 of 5

8. Entirety of Agreement and Prior Agreements Superseded -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. Notices -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Oncor Electric Delivery Company
Attn: Matthew Ponce
777 Main Street
Suite 1434
Ft. Worth, Texas 7610

(b) If to Customer:

Trinity Metro
Attn: Richey Thompson
801 Grove St
Fort Worth, TX
76102

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. Invoicing and Payment -- Invoices for any Discretionary Services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Fort Worth Transportation Authority dba Trinity Metro
Attn: Richey Thompson
801 Grove St, Fort
Worth, TX 76102

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. No Waiver -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. Taxes -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer; provided, that because Customer's TEXRail Project is federally funded and exempt from sales tax, Customer will reimburse Company only for taxes allowed under federally funded projects and will not be responsible for any taxes borne by Company in the future. Notwithstanding the foregoing, Company's sales tax and all other taxes allowed to be passed through to Customer under a federally funded project shall be charged to Customer as part of Company's Total Costs (defined herein below).

13. Headings -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. Multiple Counterparts -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. Other Terms and Conditions -- NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES HEREBY AGREE THAT: The Customer has agreed to relocate/reroute Company's line at Customer's expense and the relocation is solely within Company's licensed area of Union Pacific Railroad's property.

Agreement for Adjustment of Utility Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 3 of 5

(a) Customer shall pay to Company the Total Costs incurred by Company in connection with providing the Discretionary Services. The term "Total Costs" shall include reasonable material costs, labor costs, taxes and tax treatment (including income, sales, or other), design, and construction contractor costs, transportation costs, overheads, purchasing and storage expenses as well as reasonable costs, including attorney's fees, if applicable, which may be incurred in the process of obtaining final unappealable Public Utility Commission of Texas ("PUCT") approval for relocation of a portion of the Existing Line, and reasonable surveying costs. If Company determines or has reasonable indication at any time that the actual amount of the Total Costs will exceed the Estimated Costs by ten percent (10%) or more, Company shall notify Customer in writing of the event or circumstances giving rise to the additional cost and must obtain Customer's prior written approval, which will not be unreasonably withheld, conditioned, or delayed, before incurring such additional costs. If Customer does not timely approve of such additional cost, Company shall have the right to terminate this Agreement and upon such termination, Customer shall be responsible for the Total Costs incurred by Company hereunder prior to such termination and shall pay the same in accordance with Section 15.1(c) of this Agreement.;

(b) The Total Costs under this Agreement are estimated to be **\$944,600.00** ("Estimated Costs"). The Estimated Costs are subject to adjustment by Company pursuant to Section 15.1(a). The Total Costs may be more or less than the Estimated Costs; and

(c) For the purposes of securing the performance of Customer under the terms and provisions of this Agreement, Customer shall deliver to Company, upon the execution of this Agreement by all parties, an amount equal to 100% of the Estimated Costs in order to engineer, secure materials and construct. Company has no obligation whatsoever to perform the Discretionary Services until Company receives payment of the Estimated Costs in full. Within Thirty (30) days after completion of the Discretionary Services or after all associated relocation project costs have been received, Company shall deliver to Customer a statement of the Total Costs. In the event that the Total Costs exceed the Estimated Costs, Customer shall deliver final payment of said balance to Company within twenty (20) calendar days of receipt of said statement. In the event that the sum of the Estimated Costs paid to Company exceed the Total Costs as shown on the statement, Company shall refund, without interest, said balance along with the final statement; and

(d) Customer shall provide all real property rights, including but not limited to easements and easement modifications, necessary for Company to complete the Discretionary Services on a form acceptable to Company a minimum three (3) months prior to the commencement of the construction described hereunder. Company shall have no obligation to commence performance of the Discretionary Services until Company has received all such easements and easement modifications. After completion of Discretionary Services, Company will release any portion or portions of the existing easement across Customer property no longer required to operate and maintain the transmission line.

(e) Customer may audit the amounts billed to Company for the Discretionary Services within one hundred eighty (180) days after Customer's receipt of Company's final invoice. Company shall cooperate with any such audit. If the audit discloses that Customer has overpaid Company, Company shall remit the amount of the overpayment to Customer within thirty (30) days of Company's receipt of the audit findings.

15.1 Completion Date. Customer acknowledges and agrees that certain work to be performed hereunder will require the Company to temporarily remove equipment from service in order to perform relocation activities for Customer. Such activities will require the Company to request a Planned Outage. Customer acknowledges that ERCOT has sole authority for scheduling such Planned Outage. Further, Customer acknowledges that the approval or issuance of any such Planned Outage is subject to the authority of ERCOT to cancel or reschedule such Planned Outages and to the Company's regulatory obligations and service responsibilities as an electric utility.

Company shall in good faith attempt to complete the services as soon as reasonably possible, but does not commit to a date certain for such completion.

**Agreement for Adjustment of Utility
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 4 of 5

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Fort Worth Transportation Authority d/b/a Trinity Metro

BY: _____

BY: _____

Name: Matthew Ponce

Name: "Name"

**Agreement for Adjustment of Utility
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 5 of 5

“Exhibit A”

**Agreement for Adjustment of Utility
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 6 of 5



EXISTING ONCOR
TRANSMISSION
POLE 1/10

APPROX. PROPOSED
ONCOR
TRANSMISSION
POLE 1/10

Texas Industrial Security, Inc

Cockerell Jr Dentistry

Wells, Purcell & Kraatz

BOARD ACTION ITEM

ITEM NUMBER
BA2027-3

MEETING DATE
October 19, 2026

ITEM TITLE
TEXRail Extension - Oncor Distribution Relocation Agreement

BACKGROUND

Trinity Metro is expanding TEXRail from its current terminus station at the Fort Worth Texas & Pacific (T&P) Station to the Near Southside/Medical District Station located in the Fort Worth Medical District. The 2.1-mile of new passenger trackwork and railroad systems, including bridges, retaining walls, and other infrastructure, and a new rail station with parking at Mistletoe Blvd is adjacent to Baylor Scott & White All Saints Medical Center.

Oncor Distribution has existing distribution lines that run parallel outside the northern edge of the Union Pacific (UPRR) right of way in the vicinity of UPRR's Bridge @ MP 247.3. Trinity Metro's planned construction for the TEXRail Extension requires that lines be relocated and put underground to support the construction. Trinity Metro and Oncor have worked together to develop a cost reimbursable agreement for the required relocations. Trinity Metro will reimburse Oncor actual costs for the relocations and Trintiy Metro will seek federal reimbursement for these costs utilizing the current federal funds awarded to this project.

On August 12, 2026, Oncor submitted a cost estimate to Trinity Metro for the relocations with an estimated cost of \$1,400,000.00.

FINANCING

Funds are available in Trinity Metro's FY2027 Capital Budget. Funds for future contract years will be considered in the respective proposed budgets.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to further negotiate, finalize and execute an Agreement for adjustment of utility with Oncor Electric Delivery for the relocations of Oncor Distribution overhead utilities in the amount of \$1,400,000.00 with a 15% contingency of \$210,000.00, to cover any unforeseen circumstances, for a total not to exceed amount of \$1,610,000.00.

STAFF DISPOSITION

EXECUTIVE LEAD*
Richard Andreski

DATE
10/07/26

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

AGREEMENT FOR ADJUSTMENT OF UTILITY
TEXRAIL EXTENSION PROJECT

Oncor Electric Delivery Company, LLC
777 Main Street, **Suite 707**
Fort Worth, TX 76102
Attn: **Anthony Gordon**

Contract No. **ONC-????**
Oncor No. **26159880**
TEXRail Extension Section ?

This Agreement, by and between the Fort Worth Transportation Authority d/b/a TRINITY METRO ("Trinity Metro"), and Oncor Electric Delivery Company, LLC (hereafter the "Utility"), shall have an effective date of **"upon execution by both parties"**.

1. Trinity Metro has notified the Utility that, in accordance with Section 452.058 of the Texas Transportation Code, certain of the Utility's facilities must be relocated or adjusted to permit construction of Trinity Metro's commuter rail project known as the TEXRAIL EXTENSION Project (the "Project"). Plans and cost estimates for the required relocation or adjustment work (hereinafter called the "Work") have been prepared by the Utility at the request of Trinity Metro. Trinity Metro has reviewed and approved such plans ("Plans") and cost estimates, which are described on Attachment A attached hereto and incorporated herein. The Work is generally described in the Statement of Work included on Attachment A, and an estimate of the cost of the Work is included a Part A1 of Attachment A.
2. Subject to the other provisions of this Agreement, upon certification by Trinity Metro that the Work has been completed in accordance with the Plans, Trinity Metro will reimburse the Utility for its costs for the Work in an amount estimated to be **\$1,400,000.00, with 15% contingency of \$210,000.00 for a total amount of \$1,610,000.00.**
3. Notwithstanding the foregoing estimate, reimbursement shall be based on the actual cost of the Work, less the salvage value, if any, of existing materials, less the cost of plant betterments, and subject to any other adjustments described below. Betterments are shown in the attached cost estimates.
4. Costs to be reimbursed by Trinity Metro include the cost of all engineering, field surveys, additional right-of-way, if any, and cost of construction incurred by the Utility that are required to complete the Work in accordance with the Plans, less the adjustments described above. A detailed payment request, outlining all costs associated with the Work shall be submitted by the Utility for approval by Trinity Metro within one hundred eighty (180) days of completion of the Work. The Utility and Trinity Metro agree that the Utility shall develop and accumulate all actual cost data, including direct or indirect costs reflecting plant betterment, in accordance with an established accounting procedure developed by the Utility and approved by Trinity Metro, and that all actual cost data, including direct or indirect costs reflecting plant betterment, submitted by the Utility to Trinity Metro in accordance with such established accounting procedure shall be considered by both parties to be a supported charge, unless Trinity Metro gives written notice to the Utility of an objection to a submission within thirty (30) days after receipt thereof, in which event, the parties will negotiate in good faith to resolve any disagreement, and the Utility agrees that a disagreement will not authorize the Utility to suspend or delay prosecution of the Work.
5. If after the execution of this Agreement, or at any time during the performance of the Work, the Utility determines or has reasonable indications that the actual cost of the Work will exceed the estimate stated in this Agreement by ten percent (10%) or more, the Utility shall notify Trinity Metro in writing of the event(s) or circumstances giving rise to the additional cost, and must obtain

the written approval from Trinity Metro's Project Manager for the increased amount before performing any additional Work, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Without limiting the foregoing sentence, reimbursements will not be made for any changes in, or additions to, the Work shown on the Plans and cost estimates unless they were approved in writing by Trinity Metro before such changes or additions were implemented.
7. Commencement of the Work is dependent on Trinity Metro's overall Project construction schedule. Within fifteen (15) days after receiving written Notice to Proceed from Trinity Metro, the Utility shall prepare and submit to Trinity Metro a schedule ("Utility Construction Schedule"), based on the timeline provided in Attachment B, setting forth the commencement and anticipated completion dates for the Work, and any other milestone dates specified by Trinity Metro. When agreed upon by Trinity Metro and the Utility, the Utility Construction Schedule shall be appended to this Agreement as Attachment B-1 and shall be made a part of this Agreement. Attachment of the Utility Construction Schedule shall constitute the Utility's acknowledgment that, barring any events of Force Majeure, as defined below, the time provided therein for the Work is reasonable and achievable by the Utility.
8. The Utility agrees to diligently prosecute the Work to completion and use all commercially reasonable efforts to complete the Work on or before the times set forth in the Utility Construction Schedule, subject to extension due to events of Force Majeure as hereinafter described.
9. The Utility shall not be liable to Trinity Metro for failure to perform or delays in performance under this Agreement, due to an event of Force Majeure. An event of Force Majeure is defined as act, event, or condition not reasonably foreseeable by the Utility that (a) prevents the Utility from performing its obligations under this Agreement; (b) is beyond the reasonable control of, not caused by, and not otherwise the fault of, the Utility; and (c) is not able to be overcome or avoided by the Utility's exercise of reasonable diligence or preventative measures. Subject to the foregoing requirements, an event of Force Majeure may include weather conditions, acts of God, inability to procure materials or delays in obtaining or transporting materials, inability or delays in acquiring any property rights needed for the rearrangement or adjusted facilities, government restrictions, including any actions or delay in actions by the Public Utility Commission of Texas, design changes at Trinity Metro's request, delays caused by Trinity Metro, including but not limited to the failure of Trinity Metro to approve any increase to the estimate as stated in this Agreement unless such failure is authorized by this Agreement, strikes and labor disputes, or circumstances which make it inadvisable to de-energize conflicting facilities of the Utility, including periods of high electricity demand. If an event of Force Majeure causes a delay in the Utility's performance of the Work, the Utility will inform Trinity Metro of its need for an extension of time for the completion of the Work.
10. Any notice of the need for an extension of time must be in writing delivered to Trinity Metro within a reasonable timeframe of the occurrence of the event or the Utility's discovery of the condition or circumstance giving rise to the need for a time extension (but in no event more than ten (10) days after the date Utility discovers the condition or circumstance giving rise to the need for the extension and other information reasonably necessary to determine the required duration of the extension); otherwise it shall be waived.
11. Trinity Metro will, upon satisfactory completion of the Work in accordance with the Plans as certified by Trinity Metro, and upon receipt of a final billing, make payment to the Utility in the amount of ninety percent (90%) of the eligible costs as shown in the final billing, prior to audit, described below. Trinity Metro will be deemed to have certified the satisfactory completion of the

Work in accordance with the Plans as of Trinity Metro's receipt of the final billing unless within (90) calendar days after Trinity Metro's receipt of the final written notice, with supporting documentation attached, Trinity Metro gives written notice to the Utility stating in what respects the Work in Trinity Metro's reasonable professional engineering judgment, has not been completed materially in accordance with the Plans.

12. The Utility agrees that Trinity Metro may conduct an audit of the amounts billed to Trinity Metro for the Work. Following such audit, Trinity Metro shall make a final payment totaling the additional reimbursement amount, if any; Trinity Metro owes the Utility for the Work. If the audit discloses that the Utility is entitled to less than the amount already paid to the Utility, the Utility will remit such overage to Trinity Metro upon demand. If Trinity Metro fails within one hundred eighty (180) days of receiving the final billing to commence an audit of the amounts billed to Trinity Metro for the Work, Trinity Metro shall have waived its right to an audit and any amount billed by and not yet paid to the Utility shall be immediately payable.
13. The Utility agrees to cooperate with any audit. If an audit discloses that amounts previously paid or submitted with the final billing do not accurately reflect the amounts to be paid under the terms of this Agreement, the parties agree to correct such error by Trinity Metro's making a supplemental payment to the Utility or the Utility's remitting to Trinity Metro the amount of any overpayment, as applicable. Such payment or remittance shall be made within thirty (30) days of a party's receipt of the audit indicating an amount is due by such party.
14. The Utility agrees to provide "Plans of Record" to Trinity Metro within ninety (90) days of completion of the Work that clearly show the actual as-built location and elevation of the newly constructed facilities, as well as all revisions to the plans previously approved by Trinity Metro.
15. This Agreement is subject to cancellation by Trinity Metro at any time, and such cancellation will not create any liability on the part of Trinity Metro, except that if this agreement is cancelled by Trinity Metro, Trinity Metro shall pay any and all reasonable costs incurred by the Utility under this Agreement prior to cancellation. Trinity Metro shall notify the Utility on such cancellation in writing.
16. The Utility by execution of this Agreement does not waive any of the rights which Utility may have within the limits of the law.
17. It is expressly understood, acknowledged, and agreed that all aspects of the Work shall be designed, planned, and constructed solely by and for the benefit of the Utility. All improvements and other facilities resulting from the Work shall be the Utility's sole property. Trinity Metro's authority under this Agreement to review and approve the Plans is granted for the sole purpose of ensuring that the Work will not interfere or conflict with the Project; otherwise, Trinity Metro's obligations under this Agreement are solely those of reimbursement for the costs of the Work as set forth in this Agreement. Without limiting the generality of the foregoing, the Utility expressly acknowledges and agrees (a) it is not and shall not be deemed a contractor of Trinity Metro for any purpose, (b) it shall be solely responsible for ensuring that the Work satisfies the Utility's requirements and the Plans, and (c) it shall be solely responsible for ensuring that the Work complies with all laws, orders, rules, regulations, ordinances, and decrees applicable to the Utility's facilities.
18. The Utility acknowledges that federal funds administered by the Federal Transit Administration ("FTA") will be used to reimburse the Utility for the cost of the Work.
19. All conduct under this Agreement, including but not limited to the adjustment, removal and relocation of the Utility's facilities, the development and reimbursement of costs, any

environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Build America, Buy America Act as set for in Public Law No. 117-58, §§ 70901-52 and 2 CFR 184 (“the Act”), together any other implementing regulations of the foregoing, all of which incorporated into this Agreement by reference. The Utility also acknowledges that to provide guidance to the Utility regarding FTA’s interpretation of the Build America, Buy America provisions cited above, Trinity Metro has provided the utility with a copy of a letter dated April 30, 2014, issued by Dana Nifosi, FTA’s Deputy Chief Counsel, to Mr. Douglas Bauder, Vice President and Chief Procurement Officer, Southern California Edison. The Utility shall supply, upon request by Trinity Metro, proof of compliance with the aforementioned laws, rules and regulations. The material listing sheets attached to this Agreement under Attachment A, Part A1 – Estimate of Costs, reflect Oncor’s interpretation of the Build America, Buy America Laws. The Utility’s certification regarding the Build America, Buy America Laws is attached to and incorporated into this Agreement as Attachment C.

20. The signatories to this Agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

Trinity Metro

The Utility

**FORT WORTH TRANSPORTATION
AUTHORITY**

**ONCOR ELECTRIC DELIVERY
COMPANY, LLC**

By: _____

By: Anthony Gordon

Title: _____

Title: Senior Manager Design

Date: _____

Date: _____

ATTACHMENT A

AGREEMENT FOR ADJUSTMENT OF UTILITY
TEX RAIL PROJECT

Contract No. ???

The Work to be performed under this Agreement is generally described by the following Statement of Work:

Oncor electric will install 360 feet of 8E6 duct bank, install 260 feet of 6E6 duct bank, install 160 feet of 2E6 duct bank, install one 4-way manhole, install two wood poles, remove four wood poles, remove four spans of double circuit overhead primary conductor and transfer all electric facilities.

The Plans were prepared under separate instrument by **Oncor Electric Delivery Company, LLC** under the direction and with the approval of Oncor Electric Delivery Company LLC and are identified below. The Plans are incorporated into and made a part of this Agreement for all purposes. The Plans shall govern the Work and shall control over any conflict with the general description in the Statement of Work. The Plans are identified as follows:

Oncor Electric Construction Print: WO.No. **33777802**

ATTACHMENT B - SCHEDULE OF WORK

To conform to Trinity Metro overall Project construction schedule, all Work under this Agreement must be completed by **“see Attachment B – Schedule of Work & Estimated Completion”**.

Upon execution of this Agreement by both parties, and within fifteen (15) days of receiving written Notice to Proceed from Trinity Metro, the Utility shall prepare and submit to Trinity Metro a Utility Construction Schedule, based on the Completion date stated above.

Upon mutual consent of Trinity Metro and the Utility, the Utility Construction Schedule shall be appended to this Agreement as Exhibit C and shall be made a part of this Agreement.

ATTACHMENT C

F14 – BUILD AMERICA/BUY AMERICA CERTIFICATION

Project: TEXRail Extension Project

Contract / Agreement No.: _____

Proposer / Contractor / Utility: _____

The Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, includes the Build America, Buy America Act (“the Act”), Pub. L. No. 117-58, §§ 70901-52 permits FTA participation in this contract if all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

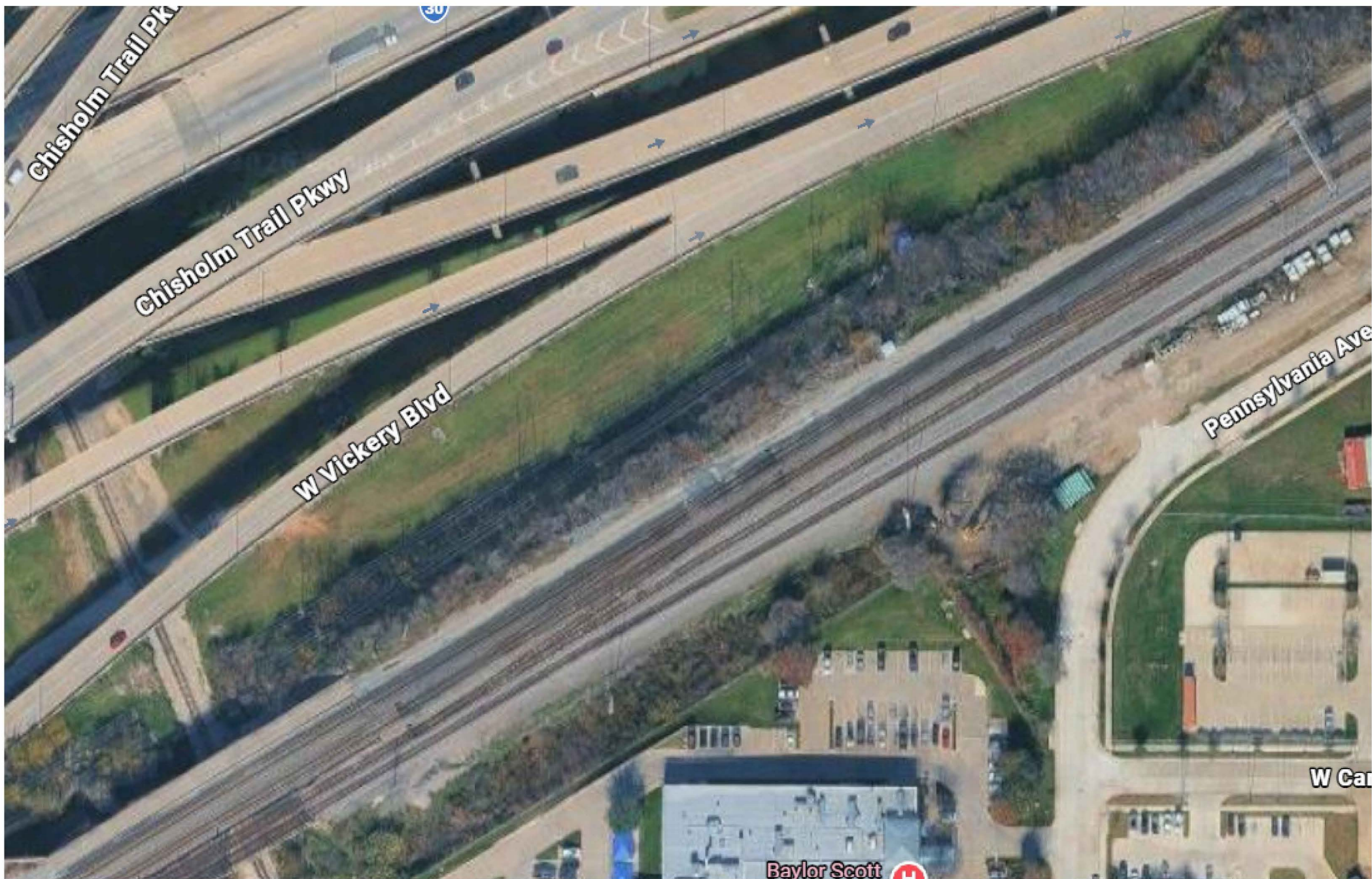
Sign the certification below:

1. The Proposer hereby certifies that it **will comply** with the requirements of the Build America, Buy America Act as set for in Public Law No. 117-58, §§ 70901-52 and 2 CFR 184, with the exception of nine (9) items as listed below in Attachment A.

Signature:		Date:	
Name / Title:			
Company Name:			

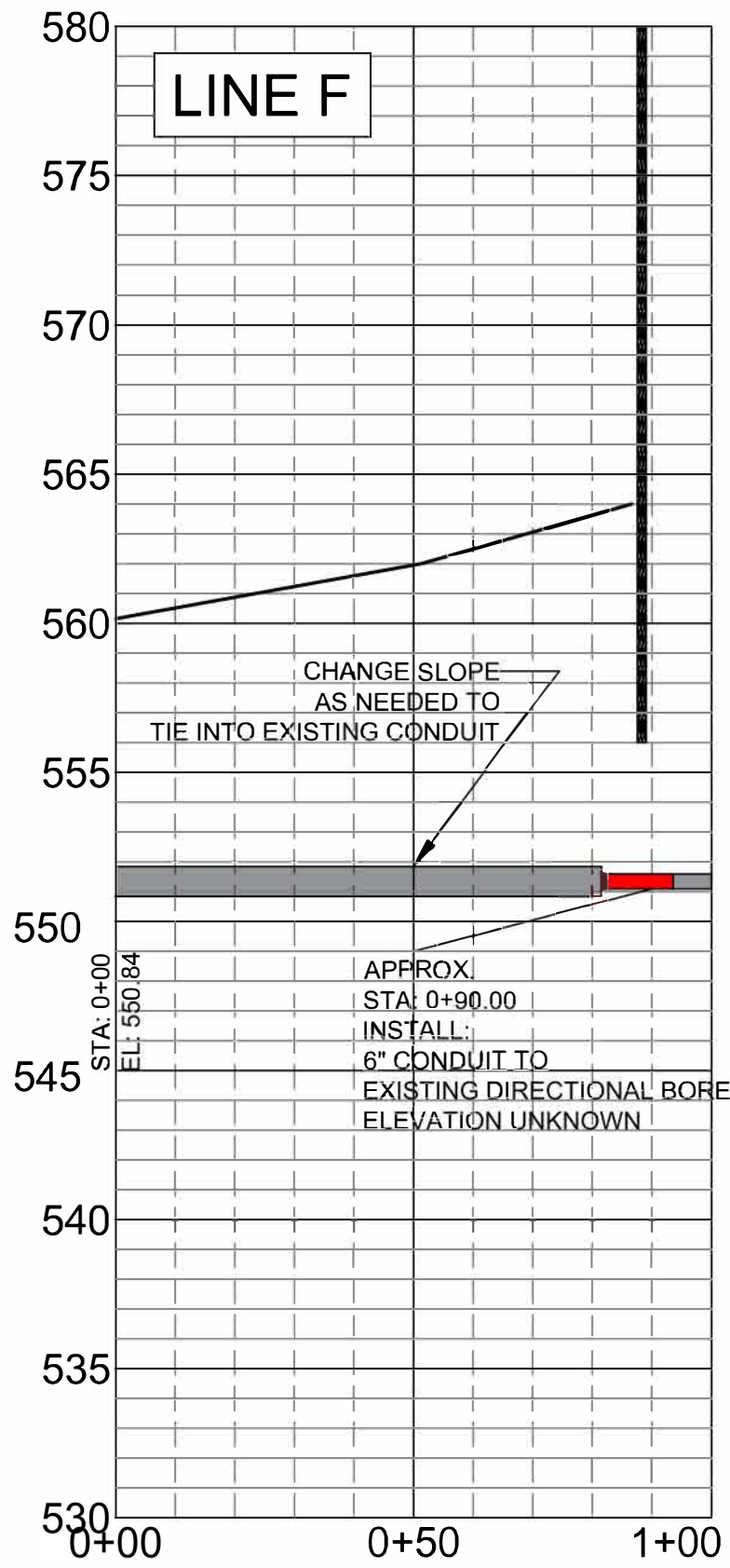
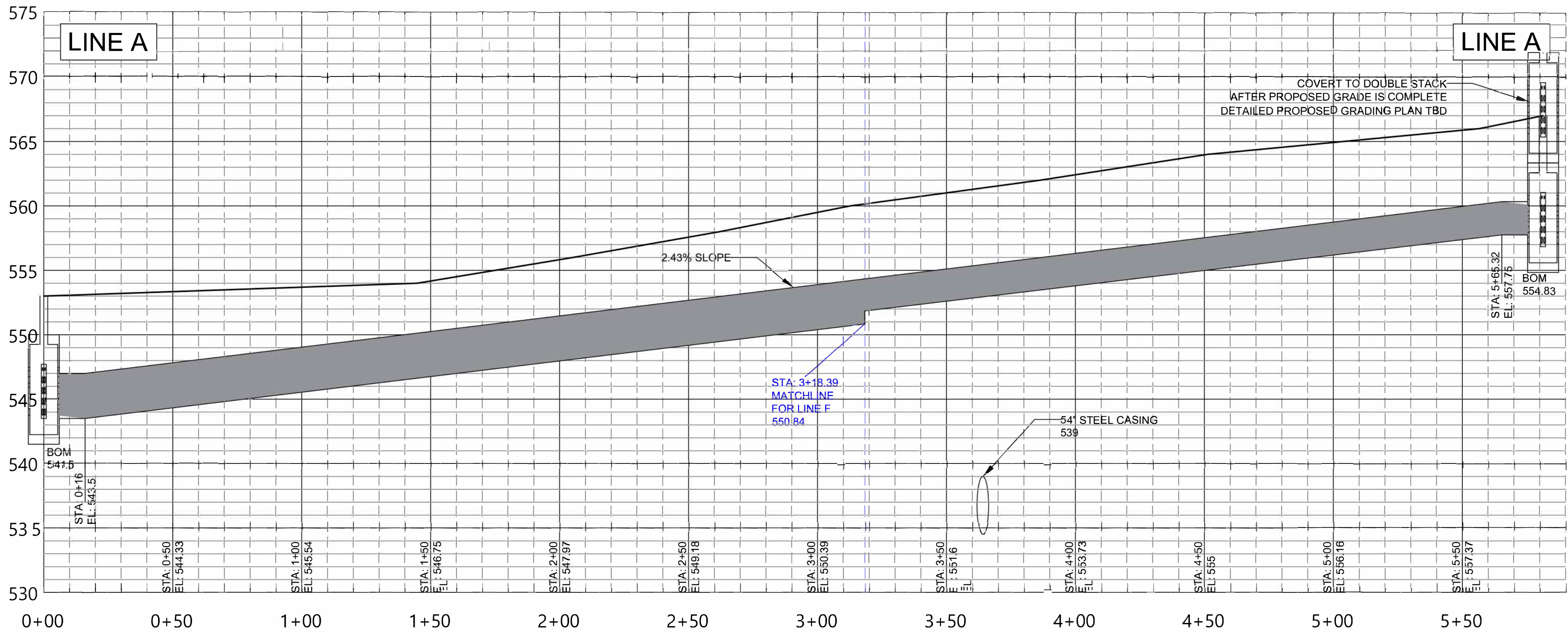
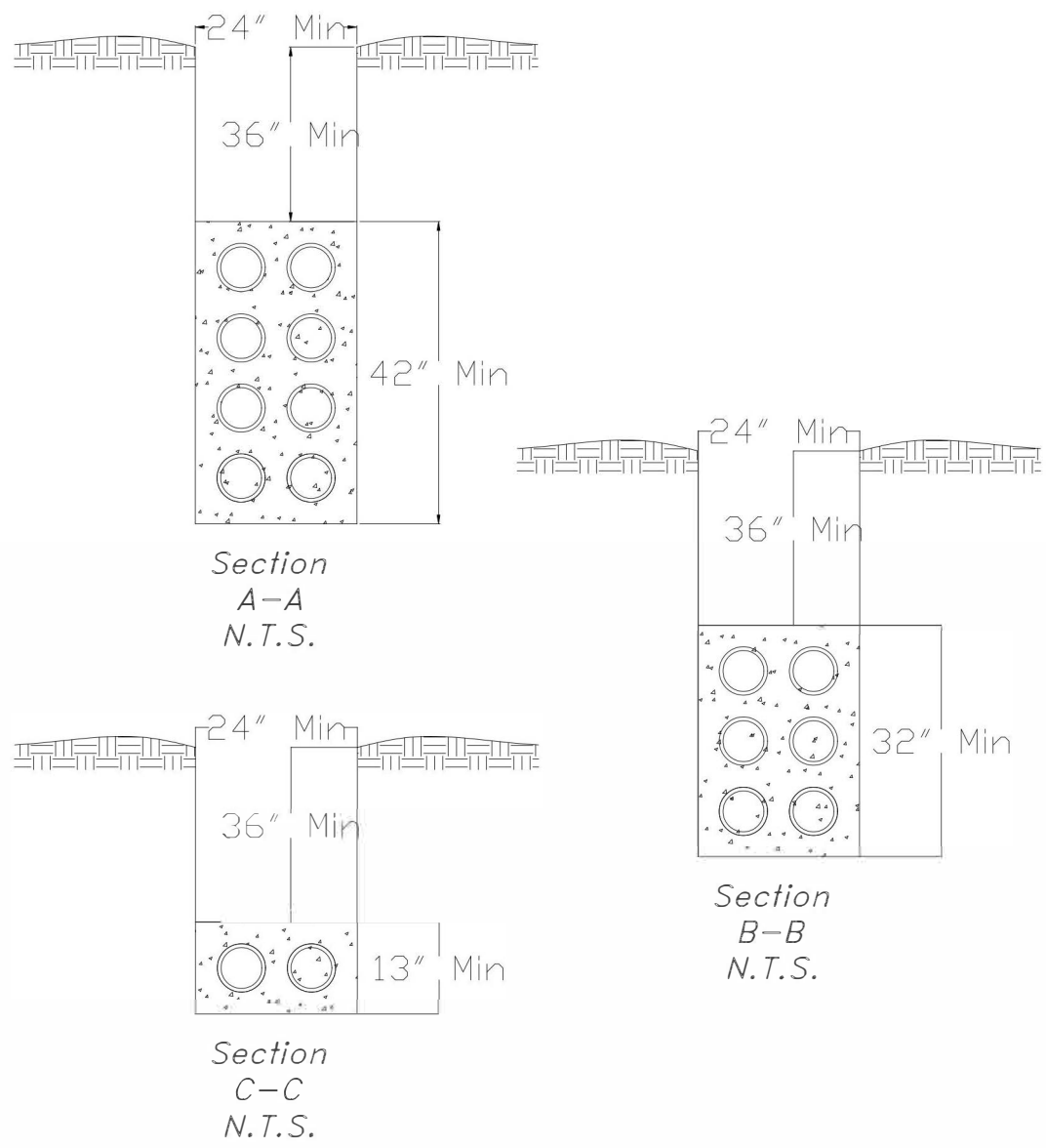
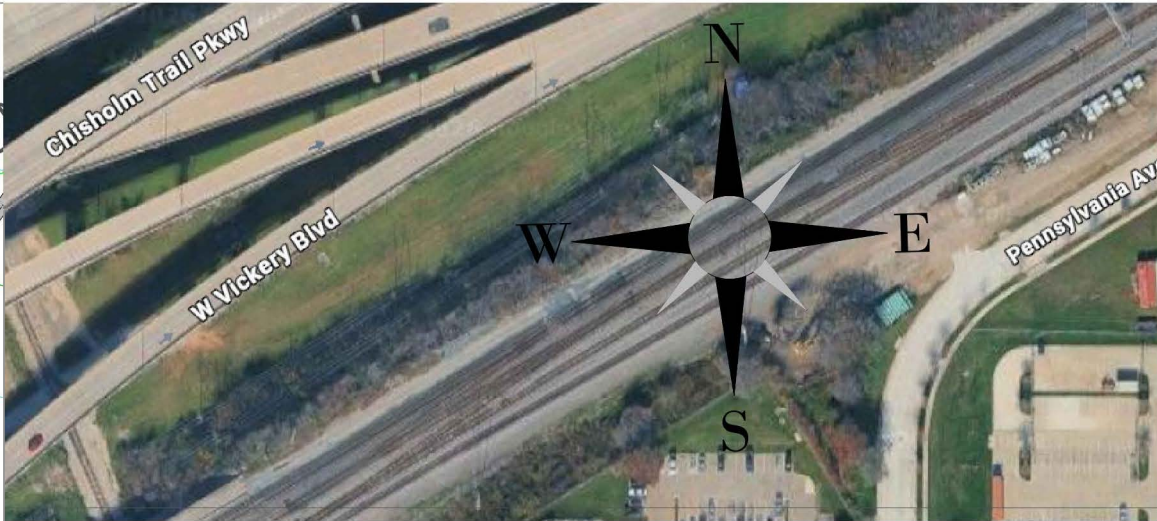
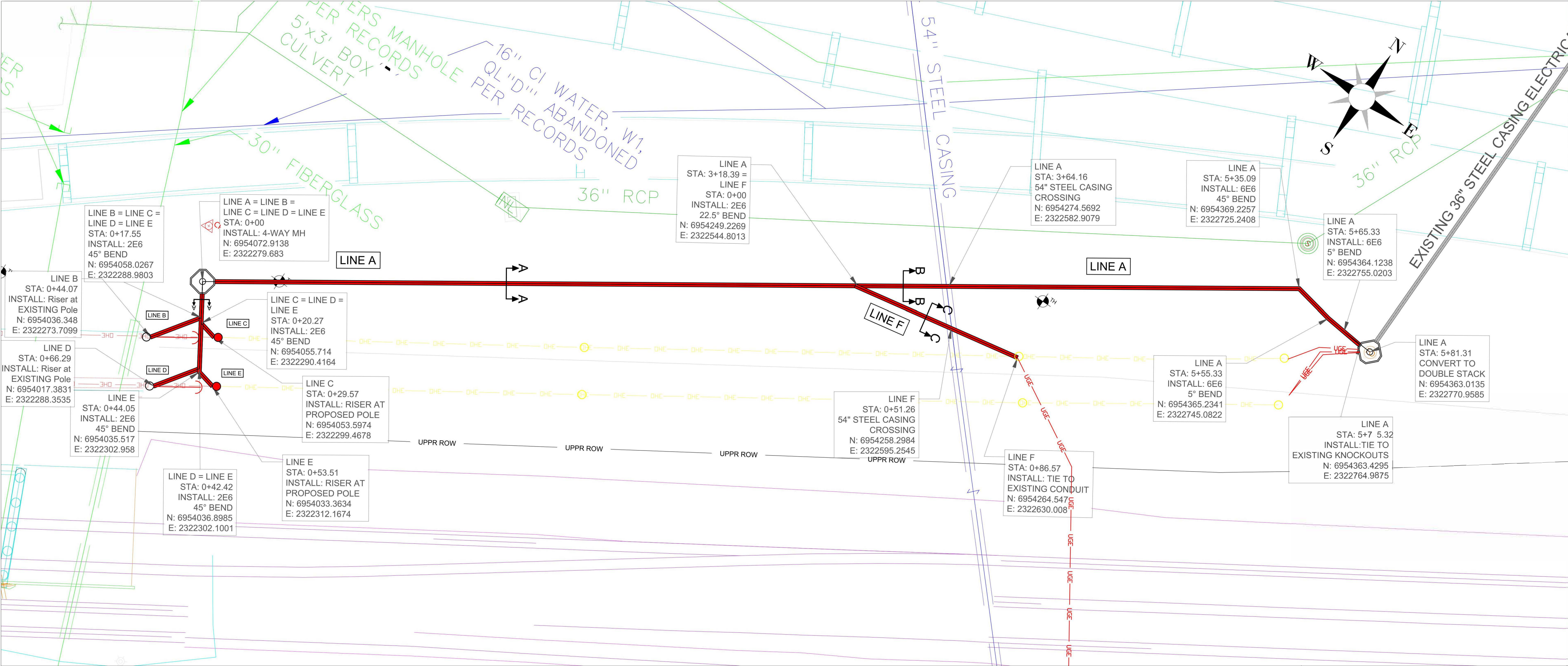
ONCOR ELECTRIC DELIVERY TEXRAIL OH TO UG RELOCATION

FORT WORTH, TEXAS, TARRANT
GPS: 32.7379, -97.3497
WO# 33777802



VICINITY MAP
NOT TO SCALE

W										33777802																																																																					
SCALE 1" = 20'										LIST OF DRAWINGS										ESTIMATE										DWG TYPE																																																	
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SHEET NO.										1 of 3																																																																					



- LEGEND**
- PROPOSED POLE
 - EXISTING POLE
 - REMOVE POLE
 - EXISTING OVERHEAD CONDUCTOR
 - REMOVE OVERHEAD CONDUCTOR
 - EXISTING UNDERGROUND CONDUCTOR
 - PROPOSED DUCTBANK
 - EXISTING DUCTBANK
 - EXISTING DOWN GUY

FOR REVIEW/PERMIT PURPOSES ONLY,
NOT FOR CONSTRUCTION. THERE MAY
BE UTILITIES PRESENT THAT ARE NOT
SHOWN ON PRINT.

ALL EXISTING
UNDERGROUND UTILITIES
MUST BE VERIFIED IN FIELD
BY CONTRACTOR.



W 33777802

ESTIMATE	DWG TYPE	REVISION	0	DATE	W.O. NO.	APP.	APP.	ENG.	DWN. ###	CH.
33777802	LIST OF DRAWINGS	09/29/26								
OVERHEAD TO UNDERGROUND RELOCATION TEXRAIL REQUEST 32.7379, -97.3497										
DATE: 09/29/2026										

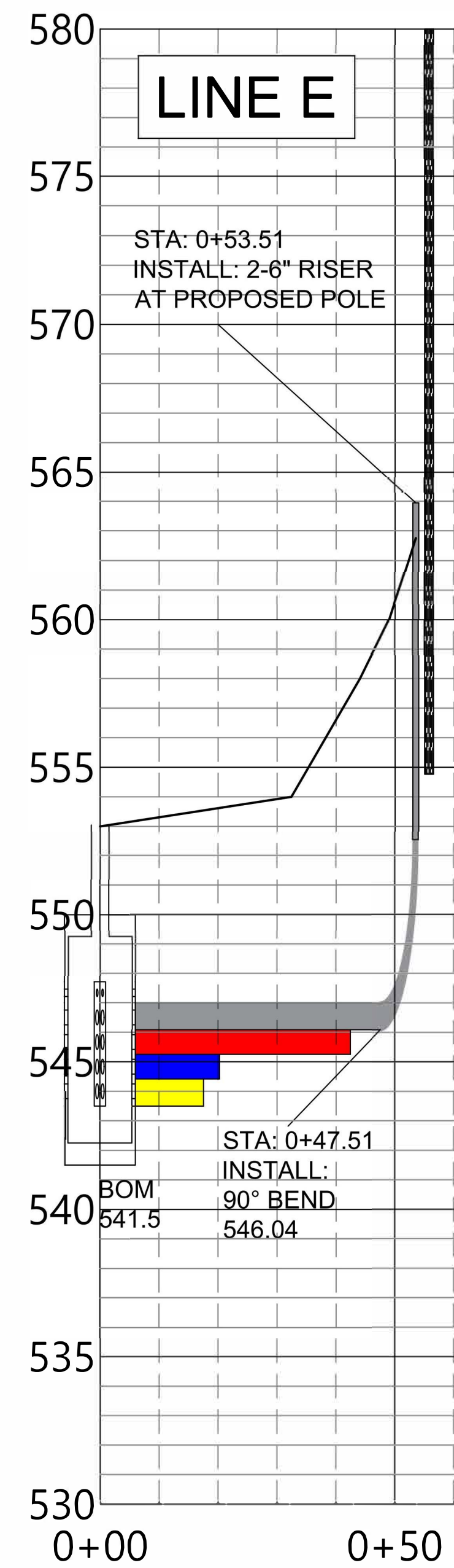
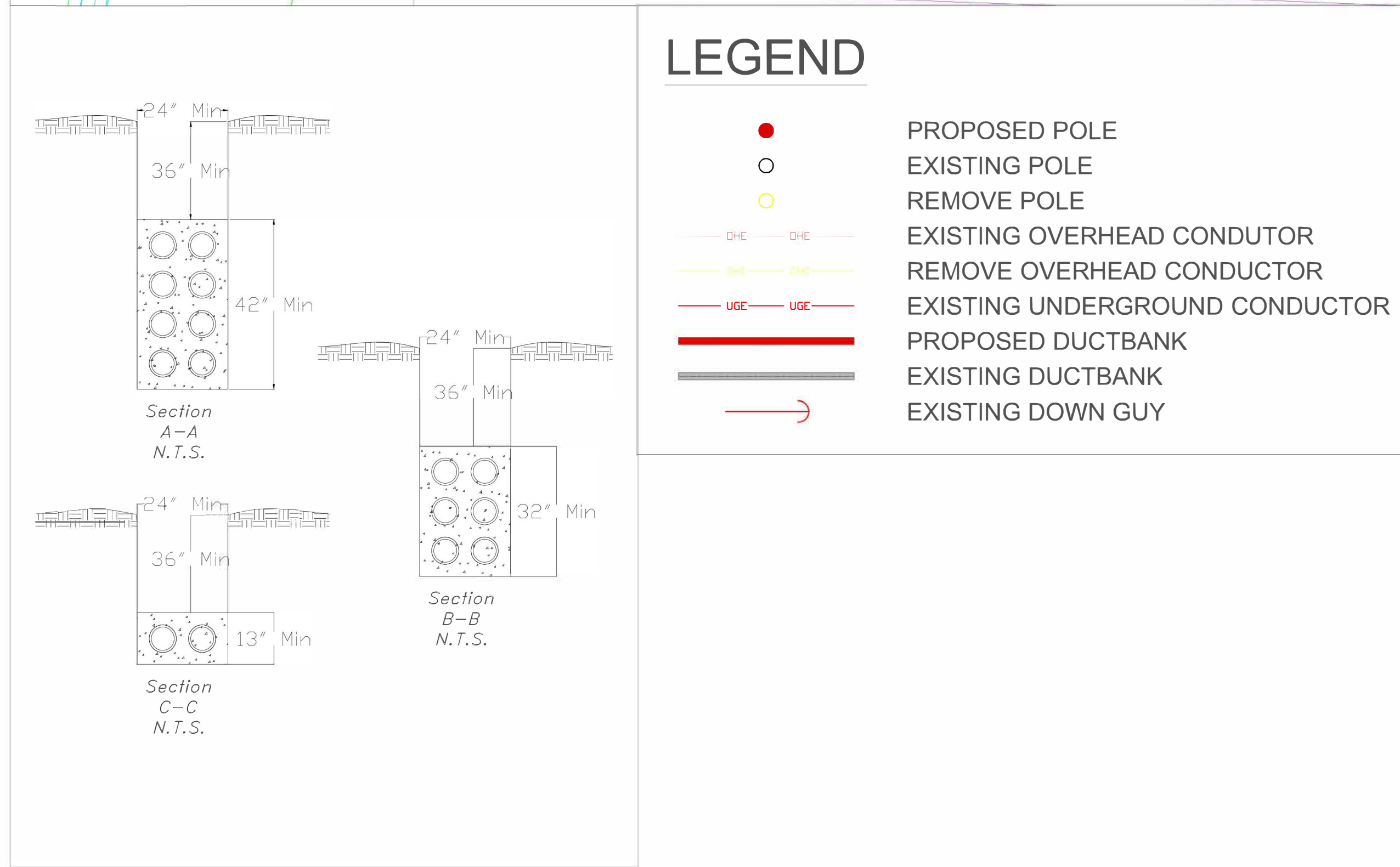
SCALE: 1" = 20'

OVERHEAD TO UNDERGROUND RELOCATION
TEXRAIL REQUEST
32.7379, -97.3497

SHEET NO.

Page 84 of 89

2 of 3



ALL EXISTING
UNDERGROUND UTILITIES
MUST BE VERIFIED IN FIELD
BY CONTRACTOR.



SCALE 1" = 20'		LIST OF DRAWINGS		ESTIMATE		DWG TYPE	
OVERHEAD TO UNDERGROUND RELOCATION TEXRAIL REQUEST 32.7379, -97.3497			33777802	09/29/26	REVISION 0		
DATE: 09/29/2026	DWN. ### CH.	APP.	W.O. NO.	DATE	REVISION DESCRIPTION		DWN CH. APP.

BOARD ACTION ITEM

ITEM NUMBER

BA2027-4

MEETING DATE

October 19, 2026

ITEM TITLE

Purchase of Real Property for the TEXRail Extension (X0410)

BACKGROUND

Trinity Metro is expanding TEXRail from its current terminus station at the Fort Worth Texas & Pacific (T&P) Station to the Near Southside/Medical District Station located in the Fort Worth Medical District. The 2.1-mile of new passenger trackwork and railroad systems, including bridges, retaining walls, and other infrastructure, and a new rail station with parking at Mistletoe Blvd is adjacent to Baylor Scott & White All Saints Medical Center.

This property is located at 800 12th Avenue, Fort Worth, Tarrant County, Texas 76104. The whole property is legally described as Lot 2-R-2, Block 2, Medical Centre, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 4035, of the Official Public Records of Tarrant County, Texas. The property abuts 12th Avenue on its Eastern boundary, Union Pacific Railroad on its Northern boundary, and Fort Worth Western Railroad on its Western boundary.

Based on an appraisal by O'Brien Right of Way Valuation, just compensation was set at \$61,051.00, and an initial offer was made for that amount. The property owner's attorney, Mary Barkley at Cantey Hanger LLP, emailed the administrative settlement amount on September 10, 2026, to Brent Patterson, the acquisition agent.

The property owner's requested amount of compensation to settle the acquisition is \$111,004.00, utilizing \$100/SF as the unit basis of the counteroffer. Stateside requested additional information supporting the \$100/SF valuation, and single comparable was cited that was sold for \$160/SF.

The Fort Worth Transportation Authority (FWTA) has the power of eminent domain, granted by Transportation code, 452.058(c); however, this transaction would be a negotiated purchase in lieu of condemnation, reducing the time and expense that would be required through eminent domain proceedings.

Approval of this administrative settlement does not require FTA concurrence.

Exercising the agency's power of eminent domain would incur additional costs associated with legal fees, fees to update appraisals, expert witness fees, special commissioner and court reporter's fees. It is estimated that fees for a special commissioner's hearing would fall into the range of \$20,000 - \$25,000.

If objections to the award of the special commissioners are filed by either the property owner or FWTA the costs of jury trial would be significantly more expensive than the initial fees estimated above. It is not uncommon for jury trials fees to be \$50,000 and it is not uncommon for fees to exceed \$100,000.

In addition to costs, there is a benefit to securing possession of the property early to avoid delays to the project construction schedule.

FINANCING

Funds are available in Trinity Metro's FY2027 Capital Budget. Funds for future contract years will be considered in the respective proposed budgets.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to enter into a purchase contract with Medcor Associates Ltd. L.P., a Texas limited partnership in the amount of \$111,004.00 for the acquisition of this parcel consisting 762 square feet (more or less) in fee acquisition and 5,966 square feet (more or less) in temporary grading easement acquisition necessary for the TEXRail Extension in accordance with the terms described above.

STAFF DISPOSITION

EXECUTIVE LEAD*

Richard Andreski

DATE

10/06/26

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

X0410

FWWR ROW

FWWR MAINLINE

TEXRAIL EXTENSION

FWWR ROW

UPRR ROW

Grading Easement
Parcel Number = X0410
Owner = Medcore Associates LTD
Area = 5,966 SF

Proposed ROW
Parcel Number = X0410
Owner = Medcore Associates LTD
Area = 762 SF

12th Avenue



BOARD ACTION ITEM

ITEM NUMBER

BA2027-5

MEETING DATE

October 19, 2026

ITEM TITLE

Fuel Delivery Service

BACKGROUND

Fuel delivery for FY26 was budgeted at \$211,300. Fuel costs have increased from \$1.86 per gallon in December 2025 to \$3.21 per gallon in September 2026. As of September 01, 2026, Trinity Metro has spent \$399,604.91 against BA2026-18 in the amount not to exceed \$413,600.

Staff is requesting Board approval to increase funding for fuel purchases in the remaining two months of the current fuel contract, which expires on December 8, 2026. Due to recent and ongoing increases in fuel pricing, anticipated costs for November and December are projected to exceed previously allocated amounts by \$130,000.

PROCUREMENT

Trinity Metro’s Procurement Department has followed procurement policy with the Request for Proposal and is in compliance with all applicable Federal, State and Trinity Metro procurement requirements.

FINANCING

Funds will be available in Trinity Metro’s FY2026 Capital Budget. Funds for future contract years will be considered in the respective proposed budgets.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to amend the BA2026-18 fuel delivery services contract with Gresham Petroleum Company in the amount of \$413,600 and increase it by the amount of \$130,000 for October and November fuel for a total not to exceed amount of \$543,600.

STAFF DISPOSITION

EXECUTIVE LEAD*

Richard Andreski

DATE

10/02/26

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL

BOARD ACTION ITEM

ITEM NUMBER

BA2026-18

MEETING DATE

November 17, 2025

ITEM TITLE

Fuel Delivery Services

BACKGROUND

The Fort Worth Transportation Authority (Trinity Metro) seeks to secure a contract for fuel delivery services to maintain uninterrupted operations of the public transit fleet and critical infrastructure. This procurement is essential for ensuring the reliable and seamless provision of necessary fuel products.

PROCUREMENT

Invitation for bid was issued for fuel delivery services, and three bids were received. Gresham Petroleum Company was the lowest responsive and responsible bidder. Trinity Metro procurement department has followed procurement policy and is in compliance with all applicable Federal, State and Trinity Metro procurement requirements.

FINANCING

Funds are available in Trinity Metro's FY2026 Operations Budget. Funds for future contract years will be considered in the respective proposed budgets.

RECOMMENDATION

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to enter into a contract with Gresham Petroleum Company for fuel delivery services for one year at a cost of \$376,000 with a 10% contingency of \$37,600 for a total not to exceed amount of \$413,600.

STAFF DISPOSITION**EXECUTIVE LEAD ***

Reed Lanham

DATE

11/04/25

DISPOSITION OF BOARD OF DIRECTORS

SECRETARY APPROVAL