

# Laredo Urban Transportation Study



## **Metropolitan Planning Organization Policy Committee Notice of Public Meeting**

**City of Laredo City Hall  
City Council Chambers  
1110 Houston Street  
Laredo, Texas  
January 20, 2015  
12:00 noon**

### MEETING AGENDA

- I. CHAIRPERSON TO CALL MEETING TO ORDER
- II. CHAIRPERSON TO CALL ROLL:
- III. COMMITTEE AND DIRECTOR'S REPORTS (No action required)
- III. ITEMS REQUIRING POLICY COMMITTEE ACTION
  1. Approval of the minutes for the meeting held on December 15<sup>th</sup>, 2014
  2. Mayor Pete Saenz, in his capacity as the presiding officer of the Laredo Mass Transit Board, will appoint a member of the Laredo Mass Transit Board as a member of the Metropolitan Planning Organization's Policy Committee.
  3. Authorizing the execution of contract Amendment #3 for the Railroad Quiet Zone Study.
  4. Authorizing the issuance of a Request for Proposal (RFP) for the procurement of professional services related to the development of a Bicycle and Pedestrian Circulation Master Plan.
  5. Discussion with possible action on the programming of \$6,110,000 in funds allocated to the MPO resulting from the passage of the Proposition 1 constitutional amendment.
  6. Presentation and discussion with possible action on the Loop 20/IH-69 Improvement Project and the Hachar Parkway/Green Ranch Project.
- IV. TECHNICAL COMMITTEE REPORT(S) (No action required)
- V. ADJOURNMENT

THIS NOTICE WAS POSTED AT THE MUNICIPAL GOVERNMENT OFFICES, 1110 HOUSTON STREET, LAREDO, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES. SAID NOTICE WAS POSTED BY JANUARY 17<sup>TH</sup>, 2015, BY 5:00 P.M.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Ms. Vanessa Guerra, City Planning at (956) 794-1604 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall and can be accessed through the Victoria Ave. entrance.

The Laredo Metropolitan Planning Organization Policy Committee is comprised of the following members:

**CITY OF LAREDO REPRESENTATIVES:**

Honorable Pete Saenz, Mayor and LUTS Chairperson  
Honorable Roque Vela, Jr., City Councilmember, District V  
Honorable Juan Narvaez, City Councilmember, District IV

**LAREDO MASS TRANSIT BOARD**

Vacant

**COUNTY OF WEBB REPRESENTATIVES:**


Honorable Tano E. Tijerina, Webb County Judge  
Honorable John Galo, Webb County Commissioner, Pct. 3  
Honorable Jaime Canales, Webb County Commissioner, Pct. 4


**STATE REPRESENTATIVES:**

Ms. Melisa Montemayor, District Administrator  
Mr. Albert Ramirez, P.E., Transportation Planning and Development Director

**\*\* EX-OFFICIO \*\***

Honorable Judith Zaffirini, State Senator, District 21  
Honorable Richard Raymond, State Representative, District 42  
Honorable Tracy O. King, State Representative, District 80

  
Nathan R. Bratton  
MPO Director

  
Gustavo Guevara, Jr.  
City Secretary

**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b> 1-20-15	<b>SUBJECT: MOTION</b> Mayor Pete Saenz, in his capacity as the presiding officer of the Laredo Mass Transit Board, will appoint a member of the Laredo Mass Transit Board as a member of the Metropolitan Planning Organization's Policy Committee.	
<b>INITIATED BY:</b> Staff		<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning
<b>PREVIOUS ACTION:</b> On June 9 <sup>th</sup> , 1994, the MPO Policy Committee adopted the LUTS Bylaws which were subsequently amended on July 23, 1997, July 21, 2007, June 14, 2012 and on August 13, 2013.		
<b>Background:</b>  The <b>Moving Ahead for Progress in the 21st Century Act (MAP-21)</b> was signed into law on July 6 <sup>th</sup> , 2012 and is the bill that governs and authorizes funding for national federal surface transportation spending. The \$105 billion, two-year bill roughly maintains total funding from the previous authorization, and includes a number of reforms.  Sections 1201 and 20005 of MAP -21 require that <b><u>no later than October 1, 2014 there be representation by providers of public transportation in each metropolitan planning organization (MPO) that serves a transportation management area (TMA).</u></b> [23 U.S.C. 134 (d)(2)(B) and 49 U.S.C. (d) (2)(B)]		

**ACTION ITEM**

<p><b>DATE:</b> 1-20-15</p>	<p><b>SUBJECT:</b> Motion(s) Authorizing the execution of Amendment #3 of the contract with Kimley-Horn and Associates, Inc for professional services related to the development of the Railroad Quiet Zone Study Update in order to:</p> <ul style="list-style-type: none"> <li>- Increase the contract fee from \$57,200 to \$75,800 to compensate for the additional work to be performed.</li> <li>- Extend the contract completion date to June 30, 2015.</li> <li>- Coordinate a shareholder presentation and workshop.</li> <li>- Develop and present project information to project shareholders.</li> <li>- Develop a notice of public meeting and advertise such notice for two subsequent weekends in the Saturday edition of the local newspaper.</li> <li>- Develop and present project information at a public meeting.</li> <li>- Document and summarize input from the public meeting.</li> <li>- Develop and present the draft report and recommended alternatives to the LUTS Technical and Policy Board prior to finalizing the report.</li> </ul>
<p><b>INITIATED BY:</b> Staff</p>	<p><b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning</p>
<p><b>PREVIOUS COMMITTEE ACTION:</b> On June 17<sup>th</sup>, 2013, the Policy Committee approved a Motion accepting the Selection Committee’s ranking of the submittals, authorized the selection the consultant and approved Staff entering into negotiations with the selected firm. On 8-19-13, the Policy Committee approved a motion authorizing the award and execution of the contract in the amount of \$48,600.00 to Kimley-Horn and Associates, Inc for the development of the Railroad Quiet Zone Study Update On 10-21-13, the Policy Committee approved Contract Amendment 1. On 5-29-14, the Committee approved contract amendment #2.</p>	
<p><b>BACKGROUND:</b> The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO. The development the Railroad Quiet Zone Study Update was an objective of the 2014 Unified Planning Work Program (UPWP) and carried over to the 2015 UPWP.</p> <p><u>5.3 Railroad Quiet Zone Study Update:</u></p> <ul style="list-style-type: none"> <li>• To develop a strategy to implement a train whistle ban in Laredo following adopted federal guidelines for 32 Kansas City Southern Railroad crossings in Laredo.</li> <li>• To evaluate railroad lines by segments and provide detailed recommendations for implementation.</li> <li>• To collect data at each of the 32 railroad crossings, and develop recommendations for improvements necessary to achieve the required safety thresholds.</li> <li>• To provide cost estimates, alternative recommendations, and order of implementation for infrastructure improvements.</li> </ul> <p>Kimley-Horn and Associates, Inc. was the sole firm that submitted a proposal for the development of the project.</p> <p align="right">- Staff comments continued...</p>	
<p><b>FINANCIAL IMPACT:</b> The FY 2014 UPWP allocated 60,000 in federal planning grant (PL112) funds. The FY 2015 UPWP allocated 30,000 for this project using federal planning grant (PL112) funds. Total payments to date are \$ 20,180. A UPWP amendment may be necessary to allocate the additional \$25,620.</p>	
<p><b>TECHNICAL COMMITTEE RECOMMENDATION:</b> Approval as amended to require that meeting materials are prepared both English and Spanish.</p>	<p><b>STAFF RECOMMENDATION:</b> Approval</p>



## ACTION ITEM

### **Staff Comments Continued:**

Original Fee – 48,600

Original Schedule – 8 months

Contract Amendment No. 1:

- Amend state of incorporation for the consultant to North Carolina.

Contract Amendment No. 2

- Increase the number of crossings to be studied from 26 to 32.
- Increase the number of traffic counts to be collected from 10 crossings to 32 crossings.
- Increase the contract fee from \$48,600 to \$57,200 to compensate for the additional work to be performed.

### **Amendment No. 3**

- Increase the contract fee from \$57,200 to \$75,800 to compensate for the additional work to be performed.
- Extends the contract completion date to June 30, 2015.
- Coordinate a shareholder presentation and workshop.
- Develop and present project information to project shareholders.
- Develop a notice of public meeting and advertise such notice for two subsequent weekends in the Saturday edition of the local newspaper.
- Develop and present project information at a public meeting.
- Document and summarize input from the public meeting.
- Develop and present the draft report and recommended alternatives to the LUTS Technical and Policy Board prior to finalizing the report.

Amendment 3  
To The Contract Between  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
And  
Kimley-Horn and Associates, Inc.

The original contract, dated August 20<sup>th</sup>, 2013, by and between the Laredo Urban Transportation Study, Metropolitan Planning Organization, and Kimley-Horn and Associates, Inc., is hereby amended in the following respects:

All amendments up to and including Amendment 2.

**Paragraph 1:** *Preamble paragraph number 9 is amended to read as follows:*

WHEREAS, Kimley-Horn and Associates, Inc. is a professional corporation, incorporated in North Carolina whose local place of business is ~~10415 Morado Circle, Bldg. I, Ste. 300, Austin, TX 78759~~ **10814 Jollyville Road, Avallon IV, Suite 300, Austin, TX 78759;**

**Paragraph 2:** *ARTICLE III – COMPENSATION paragraph number 1 is amended to read as follows:*

**ARTICLE III- COMPENSATION:**

The L.U.T.S. shall pay up to ~~[57,200]~~ **75,800** as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the L.U.T.S., the amount may be revised only by written agreement of the parties.

**Paragraph 3:** *ATTACHMENT A -SCOPE OF SERVICES – TASK 5 – PRESENTATIONS – paragraphs 1 through 5 are amended as follows:*

**SCOPE OF SERVICES – TASK 2 – PRESENTATIONS**

**The Consultant will develop and present materials for use in the Public Involvement process for this project. These materials will include a presentation of the FRA Quiet Zone requirements, exhibits showing existing railroad grade crossing locations, diagnostic team findings, and alternatives for quiet zone implementation.**

The Consultant will present the final report to public agencies as requested. The Client will be responsible for meeting logistics (i.e. providing meeting space, advertising the meeting, notifying attendees, etc.) It is assumed that the following presentations will be required:

**Shareholder presentation and workshop. – Shareholders will include other city departments and agencies as determined by LUTS staff.**

**Public Meeting - Develop a notice of public meeting and advertise such notice for two subsequent weekends in the Saturday edition of the local newspaper. One public meeting will be held. Document and summarize input from the public meeting.**

Draft Report – LUTS Technical Committee **and LUTS Policy Board, to be scheduled on the same day.**

Amendment 3  
To The Contract Between  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
And  
Kimley-Horn and Associates, Inc.

Final Report - LUTS Technical Committee and LUTS Policy Board, to be scheduled on the same day.

For budgeting purposes, it is assumed that a total of ~~two (2)~~ **four (4)** days will be required for the presentation process.

Additional meetings will be paid for as Additional Services.

Deliverables and Meetings: - ~~Three~~ **Six** presentations (including shareholder and public meetings).

**Paragraph 4:** The parties agree that the foregoing amendments shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract, with the exception of the parts or provisions of the contract which have been modified by this amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment 3 on the dates set forth below.

Laredo Urban Transportation Study  
Metropolitan Planning Organization

Kimley-Horn and Associates, Inc.

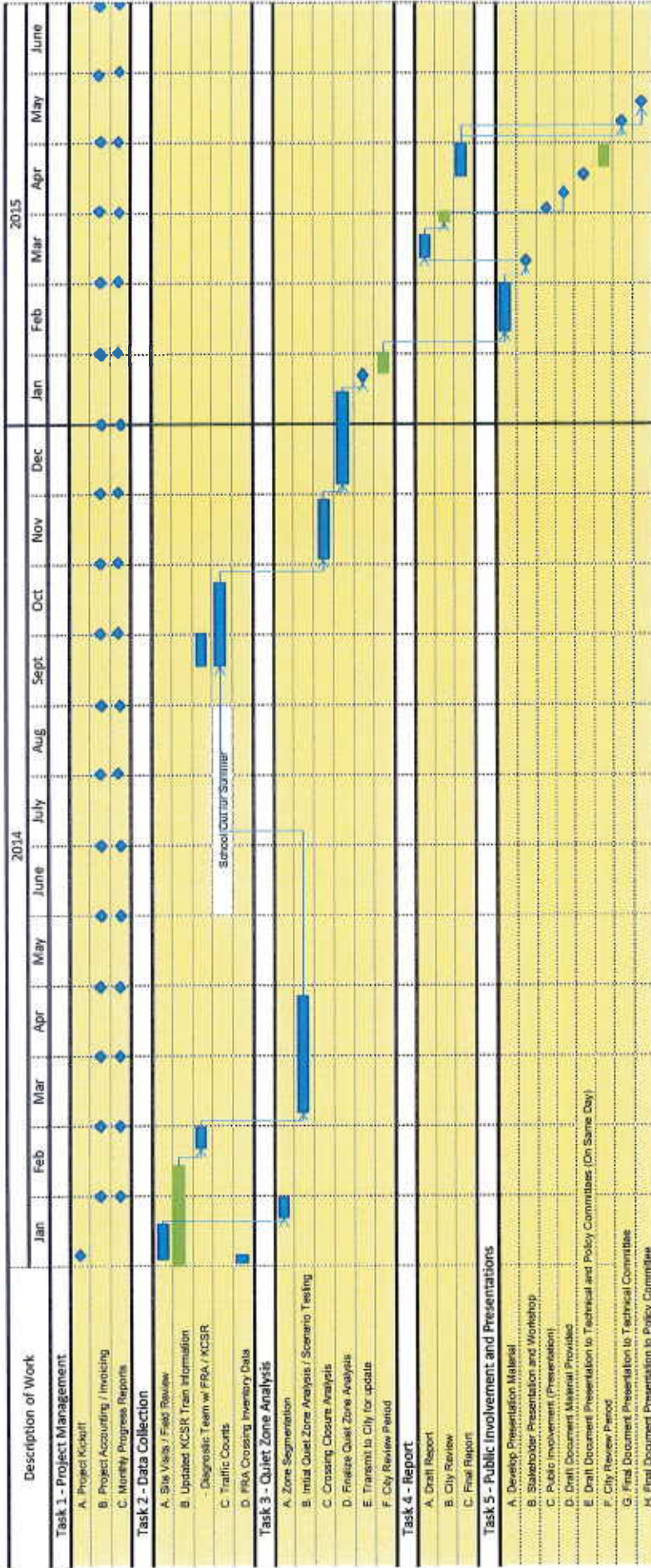
\_\_\_\_\_  
Pete Saenz  
Chairman, MPO Policy Committee  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





Railroad Quiet Zone Study Updated Schedule  
Laredo, Texas



KEY: ■ Kimley-Horn Task ■ Review By Others

Amendment 2  
To The Contract Between  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
And  
Kimley-Horn and Associates, Inc.

The original contract, dated August 20<sup>th</sup>, 2013, by and between the Laredo Urban Transportation Study, Metropolitan Planning Organization, and Kimley-Horn and Associates, Inc., is hereby amended in the following respects:

**Paragraph 1: *ARTICLE I – CONTRACT PERIOD*** – paragraph 1 is amended to read as follows:

Upon execution of this contract, Consultant shall not proceed with the scope of work outlined under Article II until authorized in writing by the Transportation Planning Director of the L.U.T.S. to proceed as provided in Article XXV - Notice To Proceed. This contract shall terminate at the close of business on ~~[September 30, 2014]~~ March 31, 2015 unless extended by a written supplemental agreement duly executed by the parties prior to the date of termination, as provided in Article XXVII - Supplemental Agreements, or otherwise terminated as provided by Article XIV - Termination. Any work performed or costs incurred after the date of termination shall be ineligible for reimbursement.

**Paragraph 2: *ARTICLE III – COMPENSATION*** paragraph number 1 is amended to read as follows:

**ARTICLE III- COMPENSATION:**

The L.U.T.S. shall pay up to ~~[48,600]~~ 56,700 as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the L.U.T.S., the amount may be revised only by written agreement of the parties.

**Paragraph 3: *ATTACHMENT A -SCOPE OF SERVICES – TASK 2 – DATA COLLECTION*** – paragraphs 1 and 2 are amended as follows:

**SCOPE OF SERVICES – TASK 2 – DATA COLLECTION**

The Consultant will conduct field review of the ~~[26]~~ 32 at-grade KCSR railroad crossings to determine the potential for various improvements to reduce the Quiet Zone Risk Index at each.

In addition, daily traffic volumes will be conducted at up to ~~[10]~~ 32 crossings. This data will be used during the analysis phase to determine the impacts of diverted trips that would result from potential crossing closures, if needed.

**Paragraph 4: *ATTACHMENT A -SCOPE OF SERVICES – TASK3.3 – Crossing Closure Analysis*** – paragraphs 1 is amended as follows:

**SCOPE OF SERVICES – TASK 3.3 – Crossing Closure Analysis**

For potential crossing closures, daily traffic counts will be conducted on the crossing road and the nearest parallel crossing. Diverted trips will be analyzed to determine if the closure will result in

Amendment 2  
Laredo Urban Transportation Study (MPO)  
Kimley-Horn and Associates, Inc.

Amendment 2  
To The Contract Between  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
And  
Kimley-Horn and Associates, Inc.

unacceptable operating levels of service. As noted in Task 2, traffic counts at up to ~~[10]~~ 32 locations are budgeted. Additional counts will be considered as additional services and billed on a time and material basis.

**Paragraph 5:** The parties agree that the foregoing amendments shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract, with the exception of the parts or provisions of the contract which have been modified by this amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment 2 on the dates set forth below.

Laredo Urban Transportation Study  
Metropolitan Planning Organization

Kimley-Horn and Associates, Inc.



Raul G. Santos

Chairman, MPO Policy Committee

Date: 05/29/14



By: Andrew W. Van Leeman

Title: SR Vice President

Date: 6/5/2014





Kimley-Horn  
and Associates, Inc.

Project Workplan Budget

General Project Information	
Client:	City of Laredo
Project:	Citywide Quiet Zone Study
KHA No.	
PM:	Brian VDW

Budget Summary	
Date:	3/14/14

Task Budget Summary					
No.	Task Name	Hours	Labor	Expenses	Subtotal
1	Project Management	42	\$ 7,100	\$ -	\$ 7,100
2	Data Collection	65	\$ 10,800	\$ 1,900	\$ 12,700
3	Quiet Zone Analysis	117	\$ 14,800	\$ -	\$ 14,800
4	Report	42	\$ 5,300	\$ 400	\$ 5,700
5	Presentations	48	\$ 8,300	\$ 600	\$ 8,900
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
777	Contingency		\$ -		
TOTALS:		294	\$ 46,300	\$ 2,900	\$ 49,200

Subconsultant Summary				
Task No.	Task Name	Cost	Multiplier	Subtotal
2	AC Group - Traffic Counts	\$ 2,000	1.15	\$ 2,300
2	Additional Counts	\$ 4,500	1.15	\$ 5,200
		\$ -	1.15	\$ -
		\$ -	1.15	\$ -
		\$ -	1.15	\$ -
TOTALS:		\$ 6,500		\$ 7,500

Project Budget Summary	
Labor:	\$ 46,300
Expenses:	\$ 10,400
TOTAL:	\$ 56,700



Amendment 1  
To The Contract Between  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
And  
Kimley-Horn and Associates, Inc.

The original contract, dated August 20<sup>th</sup>, 2013, by and between the Laredo Urban Transportation Study, Metropolitan Planning Organization, and Kimley-Horn and Associates, Inc., is hereby amended in the following respects:

**Paragraph 1:** *Preamble paragraph number 9 is amended to read as follows:*

**WHEREAS**, Kimley-Horn and Associates, Inc. is a professional corporation, incorporated in ~~Texas~~ North Carolina whose local place of business is 10415 Morado Circle, Bldg., Ste. 300, Austin, TX, 78759;

**Paragraph 2:** *Article VII- INDEMNIFICATION: is amended to read as follows:*

**ARTICLE VII- INDEMNIFICATION:**

Consultant shall save and hold harmless the L.U.T.S., the City of Laredo, the County of Webb, the Texas Department of Transportation, and the U.S. Department of Transportation from all claims and liability due to the activities of itself, its agents or employees, performed under this contract and which re caused by or result from negligent error, omission, or act of Consultant or of any person employed by Consultant. Consultant shall also save harmless the L.U.T.S., the City of Laredo, the County of Webb, the Texas Department of Transportation, and the U.S. Department of Transportation from any and all expense, including but not limited to, reasonable attorney fees which may be incurred in litigation or otherwise resisting said claim or liabilities which may be imposed as a result of the negligent activities of Consultant, its agents or employees.

**Paragraph 3:** The parties agree that the foregoing amendments shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract, with the exception of the parts or provisions of the contract which have been modified by this amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment 1 on the dates set forth below.

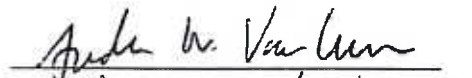
Laredo Urban Transportation Study  
Metropolitan Planning Organization

Kimley-Horn and Associates, Inc.

  
Raul G. Salinas

Chairman, MPO Policy Committee

Date: 11/26/13

  
By: Andrew W. Van Leeuwen

Title: SR Vice President

Date: 12.13.2013

Amendment 1  
Laredo Urban Transportation Study (MPO)  
Kimley-Horn and Associates, Inc.



# Laredo Urban Transportation Study

Metropolitan Planning Organization

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September 17, 2013

Mr. Brian Van De Walle  
Kimley-Horn and Associates, Inc.  
10415 Morado Circle  
Building 1, Suite 300  
Austin, TX 78759

Re: Railroad Quiet Zone Study Update

Attached please find two original copies of contract amendment #1. Please sign them both and send one signed original back to our offices.

A handwritten signature in black ink, appearing to read "Vanessa Guerra", is written over a horizontal line.

Vanessa Guerra  
Planner III



# Laredo Urban Transportation Study

Metropolitan Planning Organization

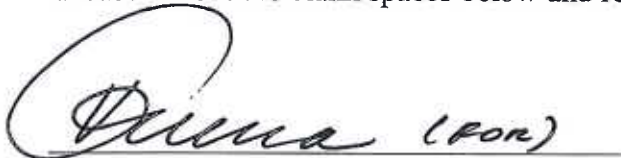
August 23, 2012

Mr. Brian Van De Walle  
Kimley-Horn and Associates, Inc.  
10415 Morado Circle  
Building 1, Suite 300  
Austin TX 78759

Re: Railroad Quiet Zone Study Update

In accordance with the consulting contract for the above-mentioned project, you are hereby notified to commence work upon receipt of this notice. Attached are three partially executed contracts. Please sign and return two fully executed copies for our files.

Please fill out the blank spaces below and return to our office.



Nathan Bratton  
MPO Director

The above NOTICE TO PROCEED is hereby acknowledged by

B. Kimley-Horn & Associates on this the 26<sup>th</sup> day of September 2013.



Authorized Signature

Name: Brian D. Van De Walle (type)

Title: Associate

**STATE OF TEXAS §  
COUNTY OF WEBB §**

**KNOW ALL MEN BY THESE PRESENTS**

This contract is made, entered and executed between the **LAREDO URBAN TRANSPORTATION STUDY (LUTS)**, which is the designated Metropolitan Planning Organization (MPO) for the City of Laredo Metropolitan urbanized area, and a portion of Webb County, hereinafter called the MPO, and **KIMLEY-HORN AND ASSOCIATES, INC.** hereinafter called the Consultant, **For Professional Services in the development off the RAILROAD QUIET ZONE STUDY UPDATE.**

**WITNESSETH**

**WHEREAS**, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the City of Laredo Metropolitan urbanized area, and a portion of Webb County, and has executed an agreement to effectuate the designation; and,

**WHEREAS**, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

**WHEREAS**, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the Texas Department of Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

**WHEREAS**, the current Unified Planning Work Program authorizes the MPO to engage a consultant to develop the Railroad Quiet Zone Study Update for the Laredo Metropolitan Area, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and,

**WHEREAS**, the Policy Committee of the L.U.T.S. includes the Mayor of the City of Laredo, three members of the Laredo City Council, the County Judge of Webb County, two county commissioners, the State Representatives (ex-officio) and State Senator (ex-officio), the Laredo District Administrator of the Texas Department of Transportation ("TxDOT") and the Deputy District Engineer of TxDOT; and,

**WHEREAS**, the City of Laredo acts as the fiscal agent for the L.U.T.S.; and,

**WHEREAS**, the City of Laredo ("City"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and,

**WHEREAS**, the Railroad Quiet Zone Study Update is approved in the 2013 Unified Planning Work Program pursuant to the requirements of Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP 21); and,



**WHEREAS**, Kimley-Horn and Associates, Inc. is a professional corporation, incorporated in Texas whose local place of business is 10415 Morado Circle, Bldg., Ste. 300; Austin, TX, 78759 and,

**WHEREAS**, the Consultant was found to be the best qualified to perform the services requested under the Request for Proposal for the development of a the Railroad Quiet Zone Study Update for the Laredo metropolitan area;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows.

#### **ARTICLE I- CONTRACT PERIOD**

Upon execution of this contract, Consultant shall not proceed with the scope of work outlined under Article II until authorized in writing by the Transportation Planning Director of the L.U.T.S. to proceed as provided in Article XXV - Notice To Proceed. This contract shall terminate at the close of business on September 30, 2014 unless extended by a written supplemental agreement duly executed by the parties prior to the date of termination, as provided in Article XXVII - Supplemental Agreements, or otherwise terminated as provided by Article XIV - Termination. Any work performed or costs incurred after the date of termination shall be ineligible for reimbursement.

Consultant shall notify the Transportation Planning Director of the L.U.T.S. in writing as soon as possible if it determines, or reasonably anticipates, that the work under this contract cannot be completed before the termination date, and the Transportation Planning Director of the L.U.T.S. may, at his sole discretion, extend the contract period by timely supplemental agreement as provided in Article XXVII - Supplemental Agreements. Consultant shall allow adequate time for review and approval of the request for time extension by the L.U.T.S. prior to the expiration of this contract.

#### **ARTICLE II- RESPONSIBILITIES OF THE PARTIES**

Consultant shall perform those services for fulfillment of the contract identified in *Attachment A - Scope of Services*, attached hereto, incorporated by reference, and made a part hereof for all purposes. The Work Schedule incorporated in Attachment A shall contain a complete schedule so that Consultant's Scope of Services under this contract can be accomplished within the specified time and contract cost. The Work Schedule shall provide a specific work sequence and review times by the L.U.T.S. and Consultant of the work performed. If the review time shall take longer than shown on the work schedule, through no fault of Consultant, additional time may be authorized by the L.U.T.S. under a supplemental agreement if so requested upon timely written request from Consultant and approved in writing by the Transportation Planning Director of the L.U.T.S.

### **ARTICLE III- COMPENSATION**

The L.U.T.S. shall pay up to \$48,600 as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the L.U.T.S., the amount may be revised only by written agreement of the parties.

Consultant shall prepare and submit to the Transportation Planning Director of the L.U.T.S. progress reports in sufficient detail to support the progress of the work and in support of invoice(s) precedent to requesting payment for services rendered. Satisfactory progress of work shall be maintained as a condition of payment.

Payments to Consultant for services rendered will be made while work is in progress. Consultant will prepare and submit to the Transportation Planning Director of the L.U.T.S., no more frequently than once per month, a progress report stating the percent completion of the work accomplished during the billing period and to date, and one original and one copy of an invoice. The submittal shall also include a project assessment report. Payment of the lump sum fee will be in proportion to the percentage completion of work tasks identified in Attachment A. Upon receipt and approval of each complete statement, the L.U.T.S. shall make a good faith effort to pay within 30 working days.

The L.U.T.S. shall reserve the right to withhold payment pending verification of satisfactory work performed. Consultant shall be required to submit adequate proof that the task was completed. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

The progress report shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current statement. Final payment of any money due shall be made to Consultant once satisfactory completion of all services and obligations covered in this contract, including acceptance of work by the Transportation Planning Director of the L.U.T.S., except as provided below. The release of any retainage does not relieve Consultant of the responsibility for correcting any errors and/or omissions resulting from its negligence.

### **ARTICLE IV- CONTRACT AMENDMENTS**

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by the Transportation Planning Director of the L.U.T.S.

### **ARTICLE V- ADDITIONAL WORK**

If Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the Transportation Planning Director of the L.U.T.S. in writing. In the event that the Transportation Planning Director of the L.U.T.S. finds that such work does constitute additional work and will exceed the maximum amount specified in Article III, the L.U.T.S. shall so advise the Consultant and a written supplemental agreement may be executed between the parties as provided in Article XXVII-

Supplemental Agreements. Consultant shall not perform any additional work or incur any additional costs prior to the signing, by both parties, of a supplemental agreement. The L.U.T.S. shall not be responsible for the actions of Consultant or any costs incurred by Consultant relating to additional work not directly associated with the performance authorized in this contract, or as amended.

#### **ARTICLE VI- CHANGES IN WORK**

If the L.U.T.S. finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, Consultant shall make such revisions if requested and as directed by the Transportation Planning Director of the L.U.T.S. This will be considered additional work and paid for as specified in Article V - Additional Work.

Consultant shall make such revisions to the work authorized in this contract, which have been completed as are necessary to correct errors appearing therein, when required to do so by the L.U.T.S. No additional compensation shall be paid for this work.

#### **ARTICLE VII- INDEMNIFICATION**

Consultant shall save and hold harmless the L.U.T.S., the City of Laredo, the County of Webb, the Texas Department of Transportation, and the U.S. Department of Transportation from all claims and liability due to the activities of itself, its agents or employees, performed under this contract and which are caused by or result from negligent error, omission, or act of Consultant or of any person employed by Consultant. Consultant shall also save harmless the L.U.T.S., the City of Laredo, the County of Webb, the Texas Department of Transportation, and the U.S. Department of Transportation from any and all expense, including but not limited to, reasonable attorney fees which may be incurred in litigation or otherwise resisting said claim or liabilities which may be imposed as a result of the activities of Consultant, its agents or employees.

#### **ARTICLE VIII- INSPECTION OF WORK**

The L.U.T.S., the Texas Department of Transportation, and the U.S. Department of Transportation and any authorized representatives, shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is made on the premises of Consultant or a subcontractor, Consultant shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the representatives of the L.U.T.S., the Texas Department of Transportation, or the U.S. Department of Transportation.

#### **ARTICLE IX- DISPUTES**

The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work. The MPO shall act as referee in all disputes regarding non - procurement issues, and the MPO's decision shall be final and binding.



## **ARTICLE X- NONCOLLUSION**

Consultant warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the L.U.T.S. shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE XI- REPORTING**

Consultant shall from time to time during the progress of the work, confer with the L.U.T.S. Consultant shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Transportation Planning Director of the L.U.T.S., in order to evaluate the features of the work.

Upon the request of the Transportation Planning Director of the L.U.T.S. or Consultant, conferences shall be provided at the offices of the L.U.T.S., or at any other locations designated by the Transportation Planning Director of the L.U.T.S. These conferences shall also include evaluation of the services and work of Consultant when requested by the L.U.T.S. All work performed pursuant to the contract is subject to review by the Laredo District Office of the Texas Department of Transportation and the U.S. Department of Transportation.

Consultant shall promptly advise the Transportation Planning Director of the L.U.T.S. in writing of events that have significant impact upon the progress of work, including but not limited to:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated;

(2) Favorable developments or events which enable work schedule goals to be completed sooner than anticipated or scheduled.

All notices to either party by the other required under this contract shall be personally delivered or mailed to such party as follows:

### **BY CERTIFIED MAIL OR HAND DELIVERY**

Nathan Bratton  
Transportation Planning Director  
P.O. Box 579  
Laredo, Texas 78042-0579

Brian Van De Walle  
10415 Morado Circle,  
Bldg. 1, Suite 300  
Austin, TX 78759

## **ARTICLE XII- RECORDS**

The L.U.T.S., the City of Laredo, the Texas Department of Transportation, and the U.S. Department of Transportation shall have the right to examine the books and records of



Consultant for the purpose of checking the amount of work performed at the time of contract termination. Consultant shall maintain all books, records, documents, papers, accounting records and other evidence pertaining to costs incurred for a period of four years from the date of final contract payment or until pending litigation has been fully and completely resolved, whichever occurs last. Records pertinent to this contract shall be made available for inspection during normal business hours to the authorized representatives of the L.U.T.S., the City of Laredo Finance Department, the Texas Department of Transportation, U.S. Department of Transportation, and the Comptroller General.

#### **ARTICLE XIII- SUBCONTRACTS**

Consultant shall not assign, subcontract, or transfer any portion of the work under this contract without the prior written approval of the Transportation Planning Director of the L.U.T.S., which approval shall not be unreasonably withheld. All sums due and payable under this contract shall be made to the order of Consultant and to no other. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the Transportation Planning Director of the L.U.T.S. prior to work being performed under the subcontract. No subcontract relieves Consultant of responsibilities for performance under this contract.

#### **ARTICLE XIV- TERMINATION**

The contract may be terminated before the stated termination date by any of the following conditions:

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) In writing, by the Transportation Planning Director of the L.U.T.S. as a consequence of Consultant's failure to perform the services set forth herein.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein with proper notice given.
- (4) Upon thirty (30) days written notice to Consultant.
- (5) By satisfactory completion of all services and obligations described herein.

Should the L.U.T.S. terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall be paid to Consultant. Compensation for work at termination will be based on the percentage of work completed at that time. The value of work charged during the time after notice of termination is received shall not exceed the value of the work performed in the preceding thirty-day period.

If Consultant defaults in the performance of this contract or if the L.U.T.S. terminates this contract for fault on the part of Consultant, consideration will be given to the actual costs incurred by Consultant in performing the work up to the date of default. This includes the amount of work that was satisfactorily completed, the value of the work that is usable, the cost of securing a substitute consultant for completion of the work, and other factors affecting the value of the work performed at the time of default.

The termination of this contract and the payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the L.U.T.S. and Consultant, except the obligations set forth in Article XVI - Compliance With Laws of this agreement. If the termination of this contract is due to the failure of Consultant to fulfill its contract obligations,

the L.U.T.S. staff may complete the work. In such case, Consultant shall be liable for any additional cost occasioned by such failure.

#### **ARTICLE XV- REMEDIES**

Any violation of contract terms or breach of contract by Consultant shall be grounds for termination of the contract and any increased cost arising from the default of Consultant shall be paid solely by Consultant.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **ARTICLE XVI- COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and orders and decrees of any court or administrative body or tribunal in any manner affecting the performance of this contract, including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Consultant shall furnish in writing satisfactory proof of its compliance therewith.

#### **ARTICLE XVII- SUCCESSORS AND ASSIGNS**

The L.U.T.S. and the Consultant each binds itself, its successors, executors, assigns and administrators to each other party of this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this contract. Neither the L.U.T.S. nor the Consultant shall assign, sublet, or transfer its interest in this contract without written consent of the other.

#### **ARTICLE XVIII- OWNERSHIP OF DOCUMENTS**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created, or collected under the terms of this contract are the exclusive property of the L.U.T.S. and shall be furnished to the Transportation Planning Director of the L.U.T.S. upon request. All documents prepared by Consultant and all documents furnished by Consultant shall be delivered to the Transportation Planning Director of the L.U.T.S. upon completion or termination of this contract. Consultant, at its own expense, may retain copies of such documents or any other data that it has furnished to the L.U.T.S. under this contract. The release of any information shall be in conformance with the Texas Open Records Act.

#### **ARTICLE XIX- SIGNATORY WARRANTY**

The undersigned signatory for the Consultant hereby represents and warrants that he is an officer of the organization for which he has executed this contract and that he has full and complete authority to enter into this contract on behalf of his firm. The above-stated representations and warranties are made for the purpose of inducing the L.U.T.S. to enter into this contract.

## **ARTICLE XX- CONSULTANT RESOURCES**

Consultant shall furnish and maintain, at its own expense, quarters for the performance of all services, and adequate and sufficient personnel and equipment to perform the services required. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Any employee of Consultant who, in the opinion of the Transportation Planning Director of the L.U.T.S. is incompetent, or whose conduct becomes detrimental to the work shall immediately be removed from association with the project when so instructed in writing. Consultant certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or will be able to obtain such personnel from sources other than the L.U.T.S.

Any change in the Project Manager shall be requested in writing and approved in writing by the Transportation Planning Director of the L.U.T.S.

## **ARTICLE XXI- EQUAL EMPLOYMENT OPPORTUNITY**

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

## **ARTICLE XXII- NONDISCRIMINATION**

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

1. *Compliance with Regulations:* The Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21 and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by



the L.U.T.S., the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the L.U.T.S., the Texas Department of Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Texas Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or,
- b. Cancellation, termination, or suspension of the contract in whole or in part.

6. *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the L.U.T.S. may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the L.U.T.S. to enter into such litigation to protect the interests of the L.U.T.S.; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE XXIII- MINORITY BUSINESS ENTERPRISES**

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

The Consultant and any subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the L.U.T.S., may result in termination of the contract by the L.U.T.S. or other such remedy as the L.U.T.S. deems appropriate.



#### **ARTICLE XXIV- DELINQUENT TAX CERTIFICATION**

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the Transportation Planning Director of the L.U.T.S.

#### **ARTICLE XXV- NOTICE TO PROCEED**

The Transportation Planning Director of the L.U.T.S. will issue a written authorization to proceed with the work identified in the scope of services. The L.U.T.S. shall not be responsible for actions by Consultant or any costs incurred by Consultant relating to additional work not included in Attachment A - Scope of Services.

#### **ARTICLE XXVI- SUSPENSION**

Should the L.U.T.S. desire to suspend the work, but not terminate the contract, this may be done by giving thirty (30) days verbal notification followed by written confirmation from the Transportation Planning Director of the L.U.T.S. to that effect. The thirty-day notice may be waived in writing by both parties. The work may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Transportation Planning Director of the L.U.T.S. to resume work. The sixty-day notice may be waived by both parties in writing. If the L.U.T.S. suspends the work, the contract period as determined in Article I- Contract Period is not affected and the contract will terminate on the date specified unless the contract is amended.

The L.U.T.S. assumes no liability for work performed or costs incurred prior to the date of the notice to proceed authorized by the L.U.T.S. to begin work, during periods when work is suspended, or subject to contract completion date.

#### **ARTICLE XXVII- SUPPLEMENTAL AGREEMENTS**

The terms of this contract may be modified by supplemental agreement if the L.U.T.S. determines that there has been a significant change in the:

- (1) Scope, complexity, character of the service to be performed; or
- (2) The duration of work.

Additional compensation, if appropriate, shall be identified in writing as provided in Article III- Compensation, and the supplemental agreement shall state what, if any, additional compensation shall be provided. The Transportation Planning Director of the L.U.T.S. shall issue a notice to proceed for work authorized under the supplementary agreement in accordance with the provisions of Article XXV- Notice to Proceed. Any supplemental agreement must be executed in writing by both parties within the contract period specified in Article I - Contract Period.

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by Consultant until full execution of the supplemental agreement and authorization

to proceed is granted. The L.U.T.S. reserves the right to withhold payment pending verification of satisfactory work performed in accordance with Article III-Compensation of this agreement.

#### **ARTICLE XXVIII- SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval before a final report is issued. The comments of the Transportation Planning Director of the L.U.T.S. shall be noted and addressed in the final report.

#### **ARTICLE XXIX- INSURANCE**

Consultant shall furnish a properly completed Certificate of Insurance, in a form approved by the fiscal agent of the L.U.T.S. prior to beginning work under this contract and shall maintain such insurance through the contract period.

#### **ARTICLE XXX- GRATUITIES**

No member of the L.U.T.S. shall accept any benefits, gifts or favors from any person doing business with the L.U.T.S. under this contract, nor shall any person doing business with or who may reasonably do business with the L.U.T.S. under this contract make an offer of benefits, gifts, or favors to L.U.T.S. personnel or staff.

#### **ARTICLE XXXI- DEBARMENT, SUSPENSION AND DISCIPLINARY ACTION**

By execution of this agreement, Consultant warrants that it has not been disbarred, suspended, or subject to disciplinary action which would affect its ability to perform the services contracted. It further warrants that it is in compliance with regulations relating to Equal Employment Opportunity and Civil Rights Regulations.

#### **ARTICLE XXXII- PATENT AND COPYRIGHT**

The L.U.T.S., the Texas Department of Transportation, and the U.S. Department of Transportation shall have the non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize the use by others any reports developed by Consultant for governmental purposes.

#### **ARTICLE XXXIII- SEVERABILITY**

In the event any one or more of the provisions contained in this contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

#### **ARTICLE XXXIV- PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral contract between the parties respecting the subject matter defined herein.

#### **ARTICLE XXXV- FORCE MAJEURE**

Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall

mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.


**ARTICLE XXXVI- APPLICABLE LAW**

This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are performable in Webb County, Texas.

**IN WITNESS WHEREOF**, the Laredo Urban Transportation Study acting by and through its Chairman as authorized by the Policy Committee, and Kimley-Horn and Associates, Inc. have executed this agreement in duplicate originals, each of equal dignity.

**EXECUTED** this the 20th day of AUGUST, 2013.

  
Raul G. Salinas Chairman  
Policy Committee

  
Principal-in-Charge  
Kimley-Horn and Associates, Inc.

  
Print Name

**ATTACHMENT A**  
Scope of Services  
Railroad Quiet Zone Study Update

The Laredo Urban Transportation Study (LUTS) desires to update the Railroad Quiet Zone Study developed in 2006. There are currently 84 at-grade railroad crossings on two railroads, the Union Pacific Railroad (UPRR) and Kansas City Southern Railroad (KCSR), within the City Limits of Laredo, Texas. Of these, 21 are located on a spur line operated by UPRR which are the subject of a separate quiet zone project. The City of Laredo has decided to limit the scope of this study to the 26 crossings located on the KCSR line.

Throughout this scope of services, the terms City and LUTS refers to the Laredo Urban Transportation Study and the term Consultant refers to Kimley-Horn and Associates, Inc.

Project tasks (outlined in the following Scope of Services) consist of:

1. Project Administration;
2. Data Collection
3. Quiet Zone Analysis
4. Report
5. Presentations

A detailed description of each Task and deliverables is provided below.

**Task 1 – Project Administration**

Project administration spans the duration of the project- This task involves the monitoring and coordination of services to be provided to the Laredo Urban Transportation Study (LUTS) to achieve timely and efficient completion of the project. Included in this task are the project kick-off meeting, project control and management, maintenance of project records and files, reporting requirements, and project meetings.

***Subtask 1.1 - Kick-off Meeting***

Upon notice-to-proceed, the Consultant will meet once with the LUTS to begin the exchange of data to be provided to the Consultant. Also during this meeting, reporting requirements as they relate to invoicing and project status will be reviewed and agreed upon. It is assumed that the kick-off meeting will have an approximate duration of two hours and will be held at the LUTS offices.

***Subtask 1.2 - Project Control and Management***

The Consultant will be responsible for the day-to-day activities of managing the project, which is assumed to have a seven month duration, as shown in the attached project schedule. Specific activities include Sub-Consultant coordination; review, verification, and approval of Sub-Consultant(s) services; and ongoing reassessments of contract and schedule adherence

***Subtask 1.3 - Project Records and Files***

The Consultant will develop a project filing system, both for data in hard copy format and for electronic data. This filing system, which will be maintained in the Consultant's offices for the life of the project, will be designed to assure that files can be easily located and retrieved at all times. This filing system will also assure that electronic files are frequently backed up, with duplicate copies stored at a secure, off-site location.

***Subtask 1.4 - Status Reports and Invoicing***

Monthly progress reports will be prepared and submitted to the LUTS. The report will address technical progress, contract progress, and management-related topics. Monthly invoicing will be part of the status report package.



***Subtask 1.5 - Project Status and Review Meetings***

In addition to the reporting requirements outlined in Subtask 1.4, project status meetings with the LUTS will help the Consultant maintain schedule and contract adherence. It is assumed that up to two specifically called project status meetings will occur over the course of the project.

Deliverables and Meetings:

- One (1) Project kick-off meeting with Consultant and LUTS Staff
- Project Status and Review Meetings (up to 2 – by conference call)
- Project Schedule
- Project Meeting Minutes
- Monthly Status Reports and invoicing

**Task 2 – Data Collection**

The Consultant will conduct field review of the 26 at-grade KCSR railroad crossings to determine the potential for various improvements to reduce the Quiet Zone Risk Index at each.

In addition, daily traffic volumes will be conducted at up to 10 crossings. This data will be used during the analysis phase to determine the impacts of diverted trips that would result from potential crossing closures, if needed.

The Consultant will download FRA inventory data from the online FRA Calculator for comparison to the results of the field review.

The Consultant will obtain updated train volume and speed tables from UPRR and KCSR.

Deliverables and Meetings: - Summary of potential improvements to be considered at each crossing.

**Task 3 – Quiet Zone Analysis**

***Subtask 3.1 – Initial Zone Segmentation***

Starting with the existing Railroad Quiet Zone Study, Kimley-Horn will determine the segmentation of the various rail lines into separate Quiet Zones for analysis.

***Subtask 3.2 – Quiet Zone Analysis***

Using the FRA Calculator, quiet zone scenarios will be established for initial analysis. Data from the field review and railroads will be used to test various improvement scenarios at each crossing to determine the resultant reduction in crossing risk when train horns are no longer sounded. Crossing closures will be considered for minor roadways if other, less intrusive, improvements do not reduce the average risk of each zone below the National Risk With Horns Index.

***Subtask 3.3 – Crossing Closure Analysis***

For potential crossing closures, daily traffic counts will be conducted on the crossing road and the nearest parallel crossing. Diverted trips will be analyzed to determine if the closure will result in unacceptable operating levels of service. As noted in Task 2, traffic counts at up to 10 locations are budgeted. Additional counts will be considered as additional services and billed on a time and material basis.

***Subtask 3.4 – Opinions of Probable Cost***

For recommended improvements, the Consultant will develop opinions of probable cost that include the anticipated capital construction costs, planning and engineering costs. The Consultant will include a determination of the anticipated transportation user benefits and benefit/cost ratio for each of the potential projects.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Deliverables and Meetings:

- Summary of scenario analysis results.
- Summary of impacts of crossing closures.
- Opinion of probable cost for recommended improvements.

**Task 4 – Report**

***Subtask 4.1 – Draft Report***

The Consultant will prepare a draft final document that compiles all of the findings of the previous study steps. Fifteen (15) copies of this report will be distributed to the LUTS Technical Committee for review and comment. A copy of the report will be provided in electronic format, including all maps and data tables, in the format specified. A presentation will be made to the LUTS Technical Committee to outline study findings and solicit comments for inclusion in the final report.

***Subtask 4.2 – Final Report***

One set of review comments will be addressed and a final document will be prepared. Twenty (20) copies of this report will be provided, along with 25 CDs with updated electronic files. All sets will be printed on 8 ½” x 11” paper and bound. Exhibits that require larger paper will be folded and referenced in the text.

Deliverables and Meetings:

- Five (5) copies of the Draft Report
- Twenty copies of the Final Report
- Electronic copy of the final report, in PDF format

**Task 5.0 - Presentations**

The Consultant will present the final report to public agencies as requested. The Client will be responsible for meeting logistics (i.e. providing meeting space, advertising the meeting, notifying attendees, etc.) It is assumed that the following presentations will be required:

Draft Report – LUTS Technical Committee

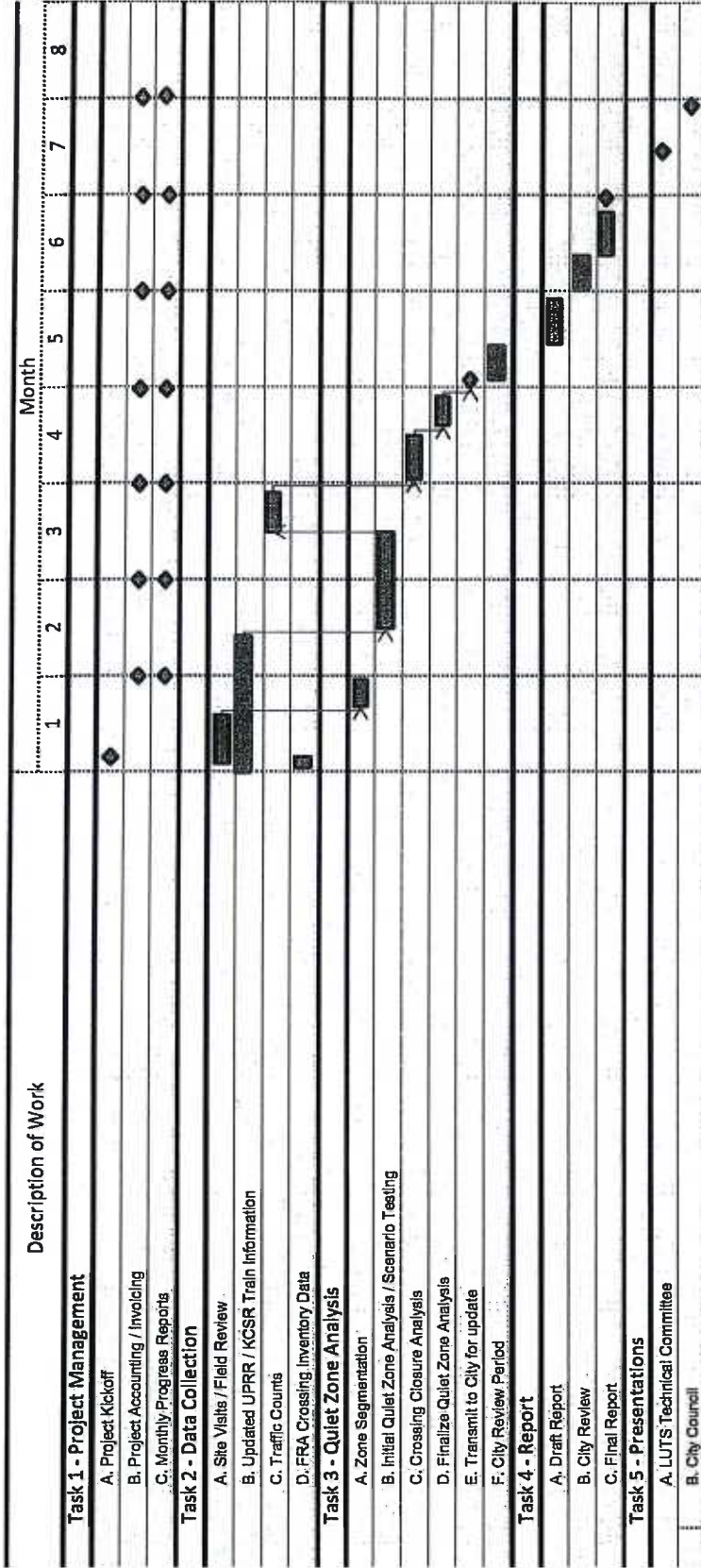
Final Report - LUTS Technical Committee and LUTS Policy Board, to be scheduled on the same day.

For budgeting purposes, it is assumed that a total of two (2) days will be required for the presentation process. Additional meetings will be paid for as Additional Services.

Deliverables and Meetings: - Three presentations



Railroad Quiet Zone Study Update Schedule  
Laredo, Texas



KEY: Kimley-Horn Task Review By Others



## ACTION ITEM

<b>DATE:</b> 1-20-15	<b>SUBJECT: MOTION(s)</b> Authorizing the issuance of a Request for Proposal (RFP) for the procurement of professional services related to the development of the Bicycle and Pedestrian Circulation Master Plan.	
<b>INITIATED BY:</b> Staff		<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning
<b>PREVIOUS COUNCIL ACTION:</b> None		
<p><b>BACKGROUND:</b> The Unified Planning Work Program describes and schedules work to be undertaken by the MPO during the fiscal period. The development of the Bicyclists and Pedestrian Circulation Master Plan is an objective of the adopted 2015 Unified Planning Work Program, in Subtask 5.4. The objectives of the study are:</p> <p><b><u>Improving Health:</u></b> The MPO would like to promote bicycling and walking as recreational opportunities as well as other active modes of transportation through a variety of techniques, including infrastructure improvements, programming, and education. Of particular importance are underserved areas where the types of available and reliable public transportation to get to work, access medical services, and shopping are limited. Improvements in pedestrian and bicycle facilities are needed to provide equal access and transportation options, specifically for youth, elderly, disabled, and low income populations.</p> <p>Improving the circulation system will promote physical activity by encouraging residents to walk or bike thus reducing health risks associated with physical inactivity such as heart disease, diabetes, and obesity. Also, improving and promoting multimodal transportation systems and facilities will eliminate barriers to community resources. An important part of the work effort will be to actively engage residents in culturally and language appropriate ways to ensure transportation improvements support healthy choices and equitable access to transportation infrastructure and services. The resulting plan will facilitate strategic investment in sidewalks, bike paths, bike sharing systems and public transit in order to promote community health and alternate forms of mobility.</p> <p><b><u>Improving Access and Connectivity to Multi-Modal Transportation Options:</u></b> The MPO would like to achieve a more bicycle and pedestrian-friendly environment that promotes feasible, alternative modes of transportation to the car, potentially reducing vehicle trips by residents, employers, and visitors and improving access to various transportation options. Enhancing connectivity between modes of transportation and identifying specific strategies that support and enhance opportunities for pedestrian and bicycle mobility and safety, such as safe routes to school, will be key components. The Laredo MPO also would like to incorporate new programs and technologies that are available to improve awareness, access, and connectivity, such as bike sharing programs and stations.</p> <p><b><u>Improving the Policy and Regulatory Framework:</u></b> The MPO would like to encourage the City to complement and enhance its policy and regulatory framework related to bicycle and pedestrian circulation.</p> <p>The plan should build upon prior planning efforts and integrate more “fine grain” facility planning, programming, and community education that would help improve community health and connectivity, particularly in underserved areas. Both public (City) and project-based implementation, investment strategies, and design standards and guidelines for recommended pedestrian and bicycling facilities should be included.</p> <p><b><u>Facilitating Implementation:</u></b> The Laredo MPO would like to ensure thoughtful implementation of recommended system improvements, programming, and community education and outreach. To aid in this goal, identifying priorities for investment and potential sources of funding for these activities are key components.</p> <p><b><u>Measuring Success:</u></b> The Laredo MPO would like to measure the success of implementation efforts by assessing increases in access to bicycle and walking trails, bike sharing programs, safe and accessible routes to school, and connectivity to local businesses and amenities.</p>		
<b>FINANCIAL IMPACT:</b> The MPO has budgeted \$75,000 for the project.		
<b>COMMITTEE RECOMMENDATION:</b> The LUTS Technical Committee recommends approval.		<b>STAFF RECOMMENDATION:</b> Staff recommends approval.

**REQUEST FOR PROPOSALS  
FOR  
CONSULTANT SERVICES FOR PREPARATION  
OF  
CIRCULATION MASTER PLAN FOR BICYCLISTS AND PEDESTRIANS**

**Laredo Metropolitan Planning  
Organization  
1120 San Bernardo  
Laredo, Texas  
78040**

**Deadline for Submissions: \_\_\_\_\_, 2015 at 5:00 p.m.**

**Laredo MPO  
Request for Proposals  
Circulation Master Plan for Bicyclists and Pedestrians**

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**INTRODUCTION AND PURPOSE:**

The Laredo Metropolitan Planning Organization, hereinafter “Laredo MPO,” is soliciting proposals from qualified consultants to prepare a Circulation Master Plan for Bicyclists and Pedestrians. The plan is intended to complement local and regional planning efforts related to active transportation opportunities and guide strategic investments in infrastructure, programming, and education to promote community health and access to multi-modal transportation options, particularly in underserved areas within the boundaries of the Laredo MPO.

**BACKGROUND AND SETTING:**

The Laredo MPO area is a large, urban community located within Webb County, in South Texas along the U.S. – Mexico border. Encompassing approximately 417.83 square miles within its boundaries and sphere-of-influence, the population within the MPO area is approximately 2,244,433 – 2009-2013 (American Community Survey 5yr Estimates with data extrapolation for partial census tracts). The county seat is Laredo, which is the largest city within the MPO boundary. Laredo’s corporate limits encompass approximately 98.58 sq. mi. and Laredo has a population of approximately 240,524 (2009-2013 American Community Survey 5yr Estimates). The population within age groups is:

Under 5 years	23,627	9.8%
5 to 9 years	22,901	9.5%
10 to 14 years	23,365	9.7%
15 to 19 years	21,831	9.1%
20 to 24 years	18,170	7.6%
25 to 34 years	33,397	13.9%
35 to 44 years	33,135	13.8%
45 to 54 years	26,060	10.8%
55 to 59 years	9,983	4.2%
60 to 64 years	8,568	3.6%
65 to 74 years	11,129	4.6%
75 to 84 years	5,809	2.4%
85 years and over	2,549	1.1%

Since the 2000 census, the population has grown approximately 36 percent and features widespread residential, commercial, and industrial/warehouse development. As a result of unprecedented population growth critical infrastructure in older neighborhoods has not kept pace. Residents face many challenges to healthy living and experience higher rates of poverty, deteriorated housing stock, and fewer neighborhood amenities. There is limited access to available and reliable public transportation to get to work and community amenities, and many streets lack sidewalks and bike lanes, making it unsafe for children to walk or bike to school.

**PROJECT GOALS AND OBJECTIVES:**

The primary project goals include:

- Improving Health: The MPO would like to promote bicycling and walking as

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recreational opportunities as well as other active modes of transportation through a variety of techniques, including infrastructure improvements, programming, and education. A special area of focus are underserved areas where the types of available and reliable public transportation to get to work, access medical services, and shopping are limited. Improvements in pedestrian and bicycle facilities are needed to provide equal access and transportation options, specifically for youth, elderly, disabled, and low income populations.

Improving the circulation system will promote physical activity by encouraging residents to walk or bike thus reducing health risks associated with physical inactivity such as heart disease, diabetes, and obesity. Also, improving and promoting multimodal transportation systems and facilities will eliminate barriers to community resources. An important part of the work effort will be to actively engage residents in culturally and language appropriate ways to ensure transportation improvements support healthy choices and equitable access to transportation infrastructure and services. The resulting plan will facilitate strategic investment in sidewalks, bike paths, bike sharing systems and public transit in order to promote community health and alternate forms of mobility.

- Improving Access and Connectivity to Multi-Modal Transportation Options: The MPO would like to achieve a more bicycle and pedestrian-friendly environment that promotes feasible, alternative modes of transportation to the car, potentially reducing vehicle trips by residents, employers, and visitors and improving access to various transportation options. Enhancing connectivity between modes of transportation and identifying specific strategies that support and enhance opportunities for pedestrian and bicycle mobility and safety, such as safe routes to school, will be key components. The Laredo MPO also would like to incorporate new programs and technologies that are available to improve awareness, access, and connectivity, such as bike sharing programs and stations.
- Improving the Policy and Regulatory Framework: The MPO would like to encourage the City to complement and enhance its policy and regulatory framework related to bicycle and pedestrian circulation.

The plan should build upon prior planning efforts and integrate more “fine grain” facility planning, programming, and community education that would help improve community health and connectivity, particularly in underserved areas. Both public (City) and project-based implementation, investment strategies, and design standards and guidelines for recommended pedestrian and bicycling facilities should be included.

- Facilitating Implementation: The Laredo MPO would like to ensure thoughtful implementation of recommended system improvements, programming, and community education and outreach. To aid in this goal, identifying priorities for investment and potential sources of funding for these activities are key components.
- Measuring Success: The Laredo MPO would like to measure the success of implementation efforts by assessing increases in access to bicycle and walking trails, bike sharing programs, safe and accessible routes to school, and connectivity to local businesses and amenities.



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Based upon the goals outlined above, the initial project objectives include the following:

- Identify features of the City that create unsafe or inefficient conditions or constraints related to bicycle and pedestrian facilities for all users including pedestrians, cyclists, transit users and motorists;
- Create/update maps that depict the existing City wide bicycle and pedestrian networks and identify gaps in the networks;
- Understand the characteristics, needs, and issues of underserved areas within the City to assist in the siting and prioritization of new improvements;
- Create/update maps that depict the proposed comprehensive City wide networks of on and off-street bicycle and pedestrian routes and facilities (including ADA accessible) that connect travelers to local amenities and regional destinations (employment, shopping and services, cultural venues, public facilities, parks, schools, etc.);
- Identify and map potential bike share program sites and develop plans of what future mini-stations would look like;
- Identify and map safe, accessible routes to schools;
- Identify and map bicycle and pedestrian connections to public transit (El Metro, El Aguila, etc);
- Develop recommendations for aesthetic treatments to improve conditions for walking (e.g. separated sidewalks, curb extensions, crosswalks, shade, lighting, beacons, art, etc.) in the City;
- Create development standards for new public and private development projects to provide bicycle and pedestrian routes and facilities;
- Create/update street sections and standard specifications for bicycle and pedestrian facilities;
- Develop wayfinding and signage recommendations and standards to facilitate trail use;
- Identify programming and community education recommendations that can facilitate a more active use of pedestrian and bicycle facilities;
- Create a policy framework, regulatory requirements, and design guidelines that support the implementation of the Circulation Master Plan;

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- Identify priorities for implementation of infrastructure improvements, programming, and community education and outreach;
- Identify potential funding sources for implementation and maintenance;
- Ensure plan components will enable the City to successfully compete for and receive State and federal funding programs, such as the Active Transportation Program Guidelines; and,
- Create recommendations for measuring implementation success.

Consultants may suggest additional objectives that help achieve the project goals.

**SCOPE OF SERVICES REQUESTED:**

The following tasks and work products are the minimum expected to be provided by the Consultant Team as part of the project.

***PROJECT TASKS***

**TASK 1: PROJECT KICK-OFF AND WORK PROGRAM REFINEMENT**

The selected Consultant Team will meet with MPO staff and MPO Technical Committee to review the scope of work and make minor adjustments as necessary.

*Work Product: Attendance by Consultant Team; refinements to Scope of Work, Final Scope of Work prepared by Consultant.*

**TASK 2: ISSUES IDENTIFICATION AND PRELIMINARY DIRECTION**

Identifying potential issues is an important, upfront task that will provide the framework for the plan. The Consultant Team will survey existing conditions, review the existing policy and regulatory framework, including the City's Comprehensive Plan and Land Development Code, and other pertinent information, and prepare a preliminary list of issues, opportunities, and constraints.

**2.1 Data Collection, Review, and Evaluation**

The Consultant Team will review the following documents and any other pertinent documents and information to assist in meeting project goals and objectives:

- *City of Laredo Comprehensive Plan*
- *Chacon Creek Master Plan*
- *Manadas Creek Master Plan*

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- *Zacate Creek Walking Trail*

- *El Portal Master Plan:*

*Work Product: Review of pertinent documents and preparation of bibliography to be included in the Preliminary Report.*

## **2.2 Identification of Issues, Opportunities, and Constraints and Preliminary Recommendations**

The Consultant Team will prepare a Preliminary Report that outlines issues, opportunities, constraints, alternatives, and preliminary recommendations based upon their investigation and research. MPO staff and the Technical Committee will review the report and provide written comments to the Consultant Team.

*Work Product: Preliminary Report.*

## **2.3 Public Workshops**

The Consultant Team, with assistance from MPO staff, will conduct a public workshop with members of the public to present the preliminary issues, opportunities, constraints, alternatives, and recommendations and solicit comments from the public. The Consultant Team will prepare a synthesized outline of public comments.

*Work Product: One (1) public workshop conducted by the Consultant Team; synthesized outline of comments.*

## **2.4 Planning Commission and MPO Policy Committee Joint Workshop**

The Consultant Team, with assistance from MPO staff, will conduct a Joint Workshop with the Planning Commission and MPO Technical Review Board to present the preliminary issues, opportunities, constraints, and recommendations as well as the public comments received at the public workshops, and solicit input. The Consultant Team will prepare a synthesized outline of comments.

*Deliverables: One (1) Workshop conducted by the Consultant Team; synthesized outline of comments.*

## **2.5 Preparation of Draft Circulation Master Plan**

Once the public outreach has been completed, the Consultant Team will provide a Draft Circulation Master Plan. MPO staff and the Technical Committee will review the draft and provide written comments to the Consultant Team.

*Deliverables: Draft Circulation Master Plan.*



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**2.5 Graphics & Illustrations**

The Consultant Team will prepare graphics to be inserted in the Preliminary Report, Draft Circulation Master Plan, and Final Circulation Master Plan. MPO staff and Technical Committee will provide comments on graphics. In addition to network maps

and street/trails sections, graphics may include both 3-D and 4-D modeling of prototypes of infrastructure improvements (e.g., bike sharing stations, bicycle racks, etc.) that correspond to recommended improvements in the plan.

*Deliverables: Draft graphics for Preliminary Draft; Final graphics for Final Draft.*

**TASK 3: PUBLIC REVIEW AND ADOPTION**

The Consultant Team will present the Draft Circulation Master Plan to the MPO Technical Review Committee and MPO Policy Committee for action.

**3.1 Public Hearings**

The Consultant Team will present the final Draft Circulation Master Plan to the MPO Policy Committee for final action.

*Deliverables: Attendance and participation in one (1) public hearing.*

**3.2 Final Document**

Upon approval by the MPO Policy Committee, the Consultant Team will provide a Final Circulation Master Plan.

*Deliverables: Final Circulation Master Plan*

**OPTIONAL TASK 4: IMPLEMENTATION**

**4.1 Development Code and General Plan Amendments**

Additional tasks could include assisting staff in preparing potential amendments to the City's Development Code and/or Comprehensive/General Plan to implement and ensure consistency with the adopted Circulation Master Plan.

**DELIVERABLES:**

One (1) unbound original for reproduction purposes and one (1) electronic copy (CD-ROM) of all work products shall be submitted and deemed the property of the MPO. In addition, the existing and planned bicycle and pedestrian network information will need to be converted to a GIS format to be incorporated into the MPO/City's GIS system.

**SCHEDULE:** All work must be completed by, \_\_\_\_\_, 2015, and formal adoption of the

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Circulation Master Plan by the Policy Committee should be completed by \_\_\_\_\_, 2015.

**BUDGET:** A total of \$75,000 has been allocated for this work effort.

**SUBMITTAL REQUIREMENTS:**

Ten (10) copies of the proposal must be received in person or by mail in the City of Laredo, City Secretary's Office no later than **5:00 p.m. on \_\_\_\_\_, 2015**. Late proposals will not be considered. Proposals should be addressed to:

Laredo Metropolitan Planning  
Organization  
City of Laredo, City Secretary  
1110 Houston St.  
Laredo, Texas 78040

At a minimum, proposals should include:

1. Letter of Interest. Provide a cover letter expressing your interest in the project. Include name, address, phone number, and email address of the primary contact; identifying the capacity of this person.
2. Statement of Qualifications. Describe the company's qualifications and experience related to multi-modal transportation planning.
3. Experience with Similar Projects: Provide a list of at least five (5) or more similar projects that the firm and staff proposed for assignment have successfully completed;
4. References. Please provide at least two (2) references for other similar work performed.
5. Legal Entity. Describe the legal entity with which the Laredo MPO would contract including the structure of the anticipated partnership agreement(s) and ownership interests in the project. Include length of time in business, and number of employees.
6. Project Management. Identify the members of the project team, including the project manager, key consultants, and sub-consultants; include their names and positions, their qualifications, list of similar projects in which they assumed substantial roles, and responsibilities related to the assignment. It is expected that individuals identified as the project team will be actively involved throughout the project.
7. Approach and Budget. Provide a narrative that explains your approach to realizing the specifications stated in the enclosed RFP. Include a description of the approach for the project, including, but not limited to:
  - Overall approach and recommendation for either a comprehensive update or supplement to the adopted Trail Implementation Plan;

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- Detailed scope of work that incorporates the guidance provided in this Request for Proposals;
- Schedule; and,
- A budget that clearly shows a breakdown by tasks and products within the scope of work, including hourly rates for staff members, number of hours for each task or product, and the fee structure for additional work outside the scope of the contract for any optional items.

8. Capacity. A statement that the firm(s) has sufficient staff resources and capability to perform the work contained within this Request for Proposal within the specified timeframe.

**EVALUATION**

Each proposal will be evaluated by the MPO Technical Committee based on the following criteria:

- Conciseness and clarity.
- Professional qualifications, experience, and capability of the lead project manager and consultant team that is assigned to the project.
- Ability of the consultant firm to commit the personnel and time necessary to complete the project in the time frame outlined in this RFP.
- Record of ability and experience with similar type projects.
- Demonstration of a clear understanding of the project and the work to be performed.
- Competitive cost and efficient use of the budget to deliver the requested work product.
- Those firms that most closely meet the needs of the Laredo MPO may be invited to a presentation and evaluation interview.

**SELECTION PROCESS:**

Proposals Due:	_____, 2015 by 5:00 p.m.
Consultant Interviews*	_____, 2015
Consultant Selection:	_____, 2015
Execution of Professional Services Agreement	_____, 2015
MPO Approval of Professional Services Agreement	_____, 2015

\*It is expected that the lead project manager and the full project team will attend the interview.

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**PROFESSIONAL SERVICES AGREEMENT:**

Prior to the start of work, the selected consultant will be required to execute a Professional Services Agreement (PSA) with the MPO.

**QUESTIONS:**

Please submit all questions in writing to Vanessa Guerra, (956) 794-1613 , [vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us). Written responses will be provided via e-mail to all consultants who submit proposals.



**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b> 1-20-15	<b>SUBJECT:</b> Discussion with possible action on the programming of \$6,110,000 in funds allocated to the MPO resulting from the passage of the Proposition 1 constitutional amendment.
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning
<b>PREVIOUS ACTION:</b> None	
<p><b>Background:</b> <i>(See attached TxDOT letter dated December 19<sup>th</sup>, 2014)</i></p> <p>The Laredo MPO will receive \$6,100,000 in funding for this fiscal year.</p> <p>These funding are distributed by formula and intended for use on facilities on the state highway system, not to include toll roads.</p> <p>The allocation of these funds are at the discretion of the MPO's, in coordination with TxDOT, and should be programmed on projects of strategic importance. The funds may not be used on toll roads or project that include tolled elements, or used in any manner that supplant existing TxDOT funding that could be directed to tolled projects.</p> <p>The MPO's are strongly encouraged to expedite the programming of these funds in order to start construction by no later than the end of the next calendar year.</p>	



125 EAST 11<sup>TH</sup> STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

2014 DEC 30 AM 10 04

December 19, 2014

Mr. Nathan Bratton  
Director  
Laredo Metropolitan Planning Organization  
1120 San Bernardo Avenue  
Laredo, Texas 78041

Dear Mr. Bratton,

This week, Texas Department of Transportation (TxDOT) recently requested and received approval from the Legislative Budget Board (LBB) for the distribution of \$1.74 billion of funding for fiscal year 2015 to be distributed in response to passage of the Proposition 1 constitutional amendment. In accordance with legislative requirements, this funding is distributed by formula for use on facilities on the state highway system, not to include toll roads. Part of the funding distribution includes an allocation to be distributed to Metropolitan Planning Organizations using the Category 2 funding formulas. The LBB approved TxDOT's request to distribute 40% of the available funding through this formula for distribution in Category 2.

Based upon this allocation the Laredo MPO will receive \$6,110,000 in funding for this fiscal year.

Consistent with the administrative rules for TxDOT's Unified Transportation Program (UTP) and direction outlined to the department by the LBB, the allocation of these funds are at the discretion of the MPOs, must be coordinated with TxDOT, and should be programmed on projects of strategic importance. The LBB also emphasizes that the funds cannot be used for toll road projects, projects that include tolled elements, or used in a manner that supplants existing TxDOT funding that could be directed to tolled projects. Additionally, we are strongly encouraged to expedite the programming of these funds in order to start construction by no later than the end of next calendar year.

We understand that MPOs and TxDOT district offices have already been working together on potential project opportunities under Proposition 1. Over the next several months, we understand each of the MPOs will need to take steps to update your local Transportation Improvement Programs and potentially other planning documents. Similarly, TxDOT will be updating our UTP through a process that will begin with a statewide public meeting on January 20, 2015. At that time, we intend to publish a draft list of projects to be considered as part of the UTP revision that will be considered by our Commission in February. Your local district will be coordinating with you so that projects by TxDOT and the MPOs are consistent.

This is an exciting and important time for addressing our transportation needs across the State of Texas and we look forward to working with you to deliver these funds to projects of strategic importance. Please feel free to contact me or your local TxDOT District office if you have questions or need additional information on this program.

Sincerely,

Marc D. Williams, P.E.  
Director of Planning

cc: James Koch, P.E., Director Transportation Planning and Programming, TxDOT  
Melisa Montemayor, Laredo District Administrator, TxDOT

Presentation, and discussion with possible action on  
the Loop 20/ IH-69 Improvement Project, and the  
Hachar Parkway/Green Ranch Project.