

# 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  
February 20, 2018  
1:30 p.m.

RECEIVED  
2018 FEB 15 AM 9:58  
CITY SECRETARY'S OFFICE

## MEETING AGENDA

- I. CHAIRPERSON TO CALL MEETING TO ORDER
- II. CHAIRPERSON TO CALL ROLL
- III. CITIZEN COMMENT

Speakers are required to fill out witness cards, which must be submitted to MPO Staff no later than 15 minutes after the start of the meeting. Speakers shall identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a specific issue, they should select not more than three (3) representatives to speak on their behalf. The presiding officer may further limit public comment in the interest of order or time. Speakers may not transfer their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks shall be permitted.

## IV. ITEMS REQUIRING POLICY COMMITTEE ACTION

- A. Approval of the minutes for the meeting held on December 18, 2017.
- B. Receive public testimony and approve Resolution No. MPO 2018-01 for the proposed amendment(s) to the 2017-2020 Transportation Improvement Program (TIP):
  1. **Removal** of project CSJ 0086-14-082 intended to provide for the development of plans, specifications, and estimates (PS&E) for the Jacaman and Airport overpasses. Proposed work has an estimated cost of 4.6 million dollars.  
**Rationale:** State is taking over PS&E design cost of the future IH 69 intersections using strategy 111 funds. These funds do not need an independent CSJ for design only; it uses the construction CSJ to allocate design funds. Consequently there is no longer a need to have a design only CSJ. All 4.6 million in project funds are being transferred to project temporarily identified as CSJ 0922-33-933 intended to provide for the construction of a FAST lane at World Trade Bridge. Please note that only the CSJ is being canceled, not the funding.

- C. Receive public testimony adopting Resolution No. 2018-02, amending the FY 2018 Unified Planning Work Program (UPWP) in order to:
1. Amend Subtask 2.2, entitled 2013-2045 Travel Demand Model Update Project by reducing the allocated funds by \$10,000 and reallocating said funds to Subtask 4.2. The Travel Demand Model project is nearing completion and amended budget will adequately provide for project closeout; and,
  2. Unifying Subtask 4.2 and Subtask 4.3, the FAST Act Compliance Project and the 2020-2045 Metropolitan Transportation Plan (MTP) Update, due to project activity overlap and federal requirement time constraints.
- D. Motion to authorize the execution of a Memorandum of Understanding (M.O.U) between the Laredo Metropolitan Planning Organization, the Texas Department of Transportation and El Metro (the Laredo Public Transportation Operator) as required by 23 CFR 450.314, intended to provide specific provisions for cooperatively developing and sharing information related to the development of financial plans, the TIP, MTP, and performance based data and targets.
- E. Receive public testimony and approve Resolution No. MPO 2018-03, adopting and supporting the Texas Department of Transportation's 2018 targets for the five Safety Performance Measures, as listed below:

2018 Safety Targets	Number of Fatalities (FARS/CRIS/ ARF DATA)	Rate of Fatalities (FARS/CRIS/ ARF DATA)	Number of Serious Injuries (FARS/CRIS DATA)	Serious Injury Rate (CRIS DATA)	Total Number of Non-Motorized Fatalities and Serious Injuries (FARS/CRIS DATA)
2014	3,536	1.45	17,133	7.05	1,893
2015	3,516	1.36	17,096	6.62	2,023
2016	3,775	1.44	17,578	6.71	2,304
2017	3,801	1.45	17,890	6.68	2,224
2018 Target	3,891	1.46	18,130	6.64	2,309
2018 Target as a 5 year Average:	3,704	1.43	17,565	6.74	2,151

- F. Receive public testimony and approve a Motion authorizing the award and execution of a contract in the amount of \$46,400 with Kimley-Horn and Associates for the development of the update of the 2015 Kansas City Southern Railroad Quiet Zone Study.
- G. Receive public testimony and approve a Motion authorizing the award and execution of a contract in the amount of \$335,000 with CDM Smith for the development of the Laredo Metropolitan Plan Update and FAST Act Compliance Project.
- H. Discussion with possible action on the letting date for Calton Railroad Grade Separation project (0922-33-093) which is proposed to move from November 2017 (FY 2018) to August (FY 2018).
- I. Discussion with possible action on Hachar Road.



- J. Presentation, discussion and possible action regarding studies, alignment and status of the outer loop.
  - K. Presentation, discussion and possible action on Pass Through Financing.
  - L. Discussion with possible action on a North-West sector traffic impact study.
  - M. Discussion and possible action on a set-back development policy on Loop 20, Mines Road and other major arterials.
- V. REPORT(S) AND PRESENTATIONS (No action required)
- A. Presentation by Tim Juarez, TxDOT, on the Border Master Plan.
  - B. Presentation by Danny Magee, TxDOT, on a phased Mines Road digital signage implementation project.
  - C. Status report on the Traffic Signal Synchronization Project.
  - D. Letting date for the Zacate Creek Hike & Bike Trail (CSJ 0922-33-170) has been moved from November 2017 (FY 2018) to April 2018 (FY 2018).
  - E. Status report by Mr. Joe Medina on discussions with the Muller family in relation to the River Bank Road Project.
  - F. Status report on the Regional Mobility Authority (RMA).
    - 1. Status update on the Transportation Reinvestment Zone (TRZ) Feasibility Study.
    - 2. Presentation on the RMA's role in the region.

## VI. 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 FEBRUARY 16, 2018, BY 1:30 P.M.

All meetings of the MPO Committee are open to the public. Persons who plan to attend this meeting and who may need auxiliary aid or services, such as: interpreters for persons who are deaf or hearing impaired, readers of large print or Braille, or a translator for the Spanish language are requested to contact Ms. Vanessa Guerra, City Planning, 1120 San Bernardo Ave. at (956) 794-1613, [vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us), at least five working days prior to the meeting so that appropriate arrangements can be made. Materials in Spanish may also be provided upon request.

**Disability Access Statement** - This meeting is wheelchair accessible. The accessible entrances are located at 1110 Victoria and 900 Flores. Accessible parking spaces are located at City Hall, 1110 Victoria.

**Ayuda o Servicios Auxiliares:** Todas las reuniones del Comité del MPO están abiertas al público. Personas que planean asistir a esta reunión y que pueden necesitar ayuda o servicios, auxiliares como: intérpretes para personas con discapacidad auditiva, lectores de letra grande o en Braille, o un traductor para el idioma español deben comunicarse con la Sra. Vanessa Guerra, en el Departamento de Planificación de la Ciudad, 1120 San Bernardo Ave. al (956) 794-1613, [vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us), al menos cinco días hábiles antes de la reunión para que los arreglos apropiados se pueden hacer. Materiales in español se proveerán a petición.

**Declaración de Acceso a la Discapacidad:** Esta reunión es accesible para sillas de ruedas. Las entradas accesibles están ubicadas en 1110 Victoria y 900 Flores. Las plazas de aparcamiento accesibles se encuentran en el Ayuntamiento, 1110 Victoria.

**Información en Español:** Si usted desea esta información en español o si desea explicación sobre el contenido, por favor llámenos al teléfono (956) 794-1623 o comuníquese con nosotros mediante correo electrónico a [vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us).

**CITY OF LAREDO REPRESENTATIVES:**

Honorable Pete Saenz, Mayor and LUTS Chairperson  
Honorable Charlie San Miguel, City Councilmember, District VI  
Honorable George Altgelt, City Councilmember, District VII

**LAREDO MASS TRANSIT BOARD REPRESENTATIVE:**

Honorable Roberto Balli, City Councilmember, District VIII

**COUNTY OF WEBB REPRESENTATIVES:**

Honorable Tano E. Tijerina, Webb County Judge  
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1  
Honorable John Galo, Webb County Commissioner, Pct. 3

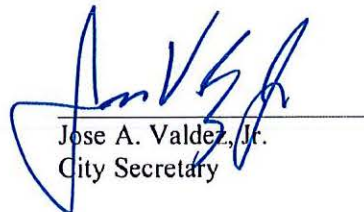
**STATE REPRESENTATIVES:**

Mr. David M. Salazar, Jr., P.E., District Engineer  
Ms. Melisa Montemayor, District Administrator

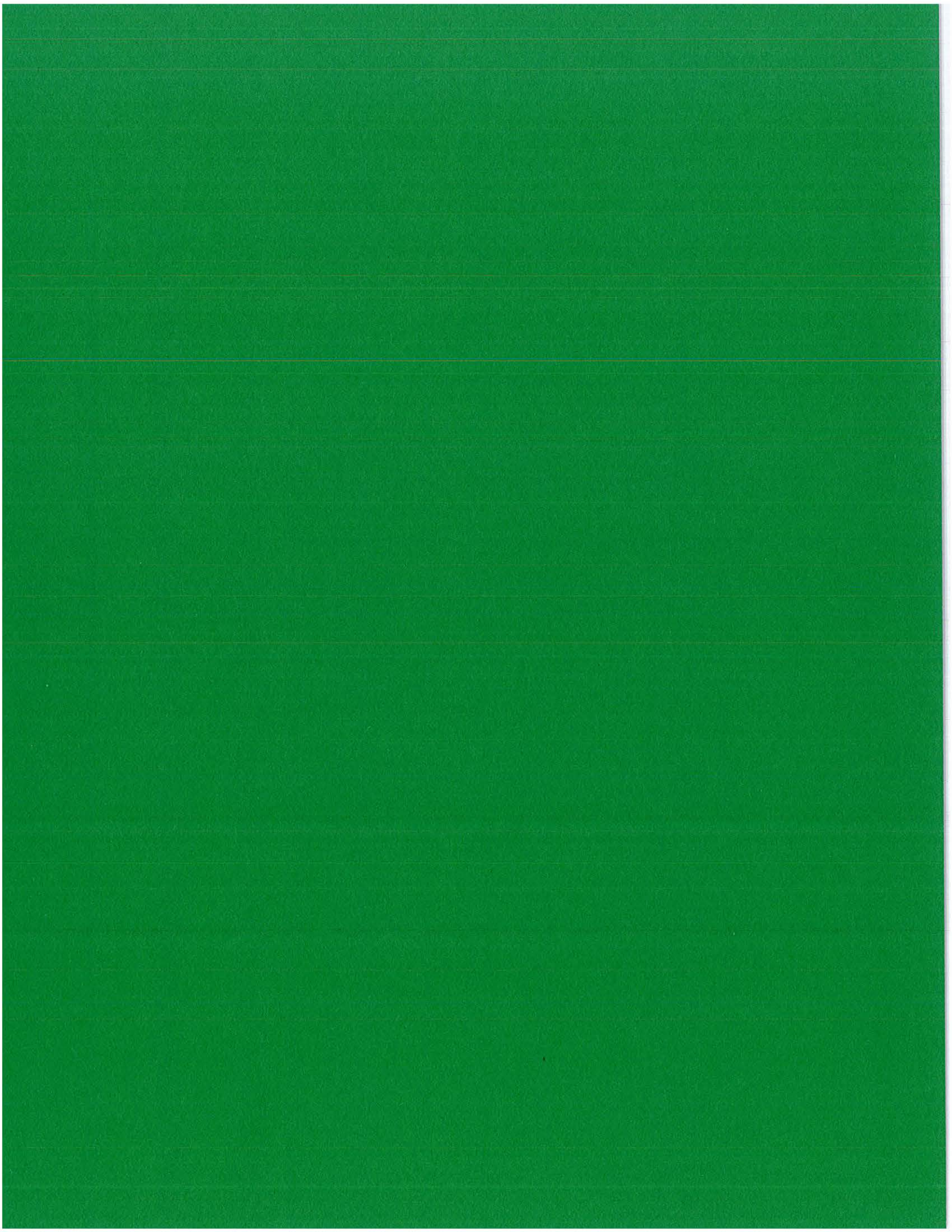
**\*\* EX-OFFICIO \*\***

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

  
Jose A. Valdez, Jr.  
City Secretary







# Laredo Urban Transportation Study

**Metropolitan Planning Organization Policy Committee  
City of Laredo Council Chambers  
1110 Houston St. -Laredo, Texas**



## **MINUTES OF THE DECEMBER 18, 2017 MEETING**

### **Regular members present:**

Honorable Pete Saenz, Mayor and LUTS Chairperson  
Honorable Tano E. Tijerina, Webb County Judge  
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1  
Honorable Charlie San Miguel, City Councilmember, District VI (joined the meeting at 1:51 p.m.)  
Honorable George Altgelt, City Councilmember, District VII (joined the meeting at 1:37 p.m.)  
David M. Salazar, Jr., District Engineer  
Melisa Montemayor, TxDOT District Administrator

### **Regular members not present:**

Honorable Roberto Balli, City Councilmember, District VIII  
Honorable John Galo, Webb County Commissioner, Pct. 3

### **Ex-Officio Members Not Present:**

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

### **Staff (Of Participating LUTS Agencies) Present:**

City: Nathan R. Bratton, City Planning/LUTS Staff  
Vanessa Guerra, City Planning/LUTS Staff  
Angie Quijano, City Planning/LUTS Staff  
Robert Eads, City Traffic Safety Department  
Mario Maldonado, City Airport Department  
Eduardo Bernal, Transit, El Metro  
Claudia San Miguel, Transit, El Metro  
Gabriel Martinez, City Engineering  
Linda Teniente, Real Estate Division

State: Sara Garza, TxDOT  
Roberto Rodriguez, TxDOT  
Alberto Ramirez, TxDOT  
Ana Duncan, TxDOT  
Danny Magee, TxDOT  
Mike Graham, TxDOT



Marissa Montoya, TxDOT

County: Guillermo Cuellar, Webb County Engineering  
Luis Perez Garcia, Webb County Engineering

Others: Ruben Soto, Regional Mobility Authority, (RMA)  
Antonio Rodriguez, HNTB, Inc.  
Brad Peel, HNTB, Inc.  
Enrique Valdez, LNV  
Julia Wallace, Laredo Morning Times  
Edward Ochoa, Civil Engineering Consultants  
Jeff Puig, Civil Engineering Consultants  
Henry Sauvignet

## **I. CHAIRPERSON TO CALL MEETING TO ORDER**

Mayor Pete Saenz called the meeting to order at 1:35 p.m.

## **II. CHAIRPERSON TO CALL ROLL**

Vanessa Guerra, MPO Coordinator, called roll and verified that a quorum existed.

Judge Tijerina made a motion to excuse members not present.

Second: CM. Gonzalez  
For: 5  
Against: 0  
Abstained: 0

Motion carried unanimously

CM. Altgelt joined the meeting 1:37 p.m.

## **II. ITEMS REQUIRING POLICY COMMITTEE ACTION**

### **A. Approval of the minutes for the meeting held on November 20, 2017.**

Judge Tijerina made a motion to **approve** the minutes of November 20, 2017.

Second: CM. Gonzalez  
For: 6  
Against: 0  
Abstained: 0

Motion carried unanimously

**B. Receive public testimony and approve Resolution No. MPO 2017-08 for the proposed amendment(s) to the 2017-2020 Transportation Improvement Program (TIP):**

- 1. Removal of project CSJ 0086-14-082 intended to provide for the development of plans, specifications, and estimates (PS&E) for the Jacaman and Airport overpasses. Proposed work has an estimated cost of 4.6 million dollars. *Rationale:* All 4.6 million in project funds are being transferred to project temporarily identified as CSJ 0922-33-933 intended to provide for the construction of a FAST lane at World Trade Bridge.**

After reading the item and having no objections, the chairman opened the public hearing,

Melisa Montemayor, TxDOT, clarified that amendment was for the removal of funds, the project was not going away and was to be replaced with Strategy 111 TxDOT funds. She stated TxDOT would be working on the design of Airport and Jacaman via CSJ 0922-33-058 with Strategy 111 funds. She clarified CSJ 082 would go away and be replaced with CSJ 058.

Judge Tijerina made a motion to **close** the public hearing and **approve** Resolution No. MPO 2017-08 for the proposed amendment to the 2017-2020 TIP as revised per the discussion.

Second: CM. Gonzalez  
For: 6  
Against: 0  
Abstained: 0

Motion carried unanimously

CM. San Miguel joined the meeting at 1:49 p.m.

**C. Receive public testimony and approve a Motion to: accept the ranking of firms that submitted proposals in response to the Request for Qualifications (RFQ) issued for the development of the 2020-2045 Laredo Metropolitan Plan Update, and FAST Act Compliance Project, approve the selection of a professional service provider, and authorize Staff to enter into negotiations.**

After reading the item and having no objections, the chairman opened the public hearing.

Judge Tijerina made a motion to **close** the public hearing, **accept** the ranking of firms and authorize Staff to enter into negotiations.

Second: CM. Gonzalez  
For: 7  
Against: 0



Abstained: 0

Motion carried unanimously

**D. Discussion with possible action to place digital signage on FM 1472 (Mines Road) intended to notify the driving public of congestion and allocation of funding for implementation.**

Antonio Rodriguez, HNTB, Inc. stated the RMA recommended to move forward with the project and suggested TxDOT complete project in phases over a multiyear time span.

CM. Altgelt stated he would like TxDOT to develop a plan for implementation of the digital signage.

Melisa Montemayor, TxDOT, stated TxDOT could come back to the February Policy meeting and give a presentation on the estimated cost of the proposed digital signage implementation plan to be accomplished in phases.

**E. Discussion with possible action on the letting date for Calton Railroad Grade Separation project (0922-33-093) which is proposed to move from November 2017 (FY 2018) to August (FY 2018).**

Ana Duncan, TxDOT, stated the City had acquired all the Right-of-Way and was pending utilities relocation.

Mayor Saenz requested the item be brought back at the next Policy meeting.

**F. Discussion with possible action on Hachar Road.**

Luis Perez Garcia, Webb County Engineer, stated that in response to the County's request for proposals for the Reuthinger portion of the Hachar Road project, four firms had submitted packages. The County would be selecting a professional services provider in accordance with the Federal Procurement process. He stated the County anticipated being in the process of negotiating a contract by February, 2018.

**V. REPORT(S) AND PRESENTATIONS (No action required)**

**A. Flecha/Las Cruces Realignment Project:**

**1. Report by the City of Laredo Real Estate Division on the status of Flecha/Las Cruces Realignment project's Right of Way (ROW) acquisition.**

Linda Teniente, City of Laredo Real Estate Division, stated the project required acquisition of four properties in total. She stated the City was in the process of completing the acquisition of the final property necessary for the project. After which the City could move forward with the project development.

**2. Report by CEC representative on the status of the Flecha/Las Cruces Realignment project's: plans and specification updates, Army Corp of Engineers permitting and request for additional funding.**

Jeff Puig and Edward Ochoa, Civil Engineering Consultants, gave a brief presentation on the item.

Mr. Puig reported that the following project related tasks have been completed:

- Prepared responses to TxDOT Bridge comments.
- Coordinated with utility companies.
- Prepared utility plans and specifications for City water line adjustment.
- Updated design per current roadway design manual.
- Updated bid items per 2014 specifications.

He further stated the schedule for anticipated project completion was as follows:

- January 2018
  - Submit response to TxDOT Bridge comments
  - Draft mitigation plan for City review
- February 2018
  - Mitigation plans submitted to the US Army Core of Engineers (USACE).
  - Receive utility clearance letters.
  - 90% PS&E submitted to TxDOT.
- April 2018
  - Letting.

CM. Algelt requested that all future project related presentations include a schedule of completion.

**B. Presentation by TxDOT on the proposed Outer Loop alignment.**

Roberto Rodriguez, TxDOT, gave a brief presentation on the item. He stated the last outer loop alignment study was done by TxDOT in 2005.

Melisa Montemayor, TxDOT, stated the next step was to do a new study and develop a schematic. She also suggested public involvement activities and holding a meeting with surrounding landowners.

Judge Tijerina concurred that the study should be developed to move the project forward.

Mr. Bratton stated there was an ordinance that was being worked on for Corridor Management Preservation.



CM. Algelt requested a presentation on said ordinance at the next City Council meeting.

Ms. Montemayor stated TxDOT would continue to develop the outer loop project including any necessary studies.

Mayor Saenz requested the item be placed on all future agenda to report on the status of the project

**C. Report by MPO Director on the relative competitiveness of the City of Laredo's Infra Grant application.**

Mr. Bratton gave a brief presentation on the item. He stated the criteria that had been used for Infra Grant applications were heavily based on local participation.

**D. Report by the TxDOT on the meeting had by the City and TxDOT to discuss the "wish list"/recommendations resulting from the Texas Transportation Institute's (TTI) Mines Road study, pertaining to proposed City of Laredo facility improvements intended to improve the function of Mines Road.**

Danny Magee, TxDOT, stated TxDOT was still working on the short term recommendations resulting from the TTI Mines Road Study. He stated the City was working on the signal timing recommendations.

Judge Tijerina left the meeting at 2:58 p.m.

CM. Algelt inquired on phase 2 of short term recommendations which included turning lanes and how to address the different intersections.

Mr. Magee stated more turning lanes are needed and the first step would be to talk to the City and possibly begin at the Killam Industrial intersection.

CM. Gonzalez left the meeting at 3:05 p.m.

Mayor Saenz requested TxDOT present the short term Mines Road recommendations and a finance plan to City Council.

CM. San Miguel requested an estimate on the appropriate cost to add the recommended turning lanes on Killam Industrial Boulevard.

Mr. Magee stated he would get that information for him.

**E. Letting date for the Zacate Creek Hike & Bike Trail (CSJ 0922-33-170) has been moved from November 2017 (FY 2018) to January 2018 (FY 2018).**

Roberto Rodriguez, TxDOT, stated the letting was now being moved from January to March 2018 (FY 2018).

Mr. Bratton stated the City was working with the developer to acquire the trail.

CM. San Miguel requested to bring the item back to the next Policy Committee meeting with more information as to why the letting date was being moved.

**F. Status report by Mr. Joe Medina on discussions with the Muller family in relation to the River Bank Road Project.**

Mayor Saenz requested to bring back the item for an update at the next Policy Committee meeting.

**G. Status report on the Regional Mobility Authority (RMA).**

**1. Status update on the financing for the Vallecillo Road Project.**

Ruben Soto, RMA, suggested getting a cost estimate on the ROW for Outer Loop Alignment Study in order to initiate the study. He also stated for the RMA would be happy to work with the City on the Killam intersection turning lanes.

Mr. Soto stated the RMA was in the process of seeking funding for the Vallecillo Road Project.

CM. Altgelt asked what the next steps necessary were for the development of a Transportation Reinvestment Zone (TRZ) Feasibility Study.

Mr. Soto stated City Council would have to approve a motion for the formation of a TRZ.

CM. Altgelt requested to an item on the possibility of initiating a TRZ Feasibility Study on the next MPO Policy Committee and Council agendas.

**VI. ADJOURNMENT**

CM. San Miguel made a motion to **adjourn** the meeting at 3:37 pm.

Second: CM. Altgelt  
For: 5  
Against: 0  
Abstained: 0

Motion carried unanimously

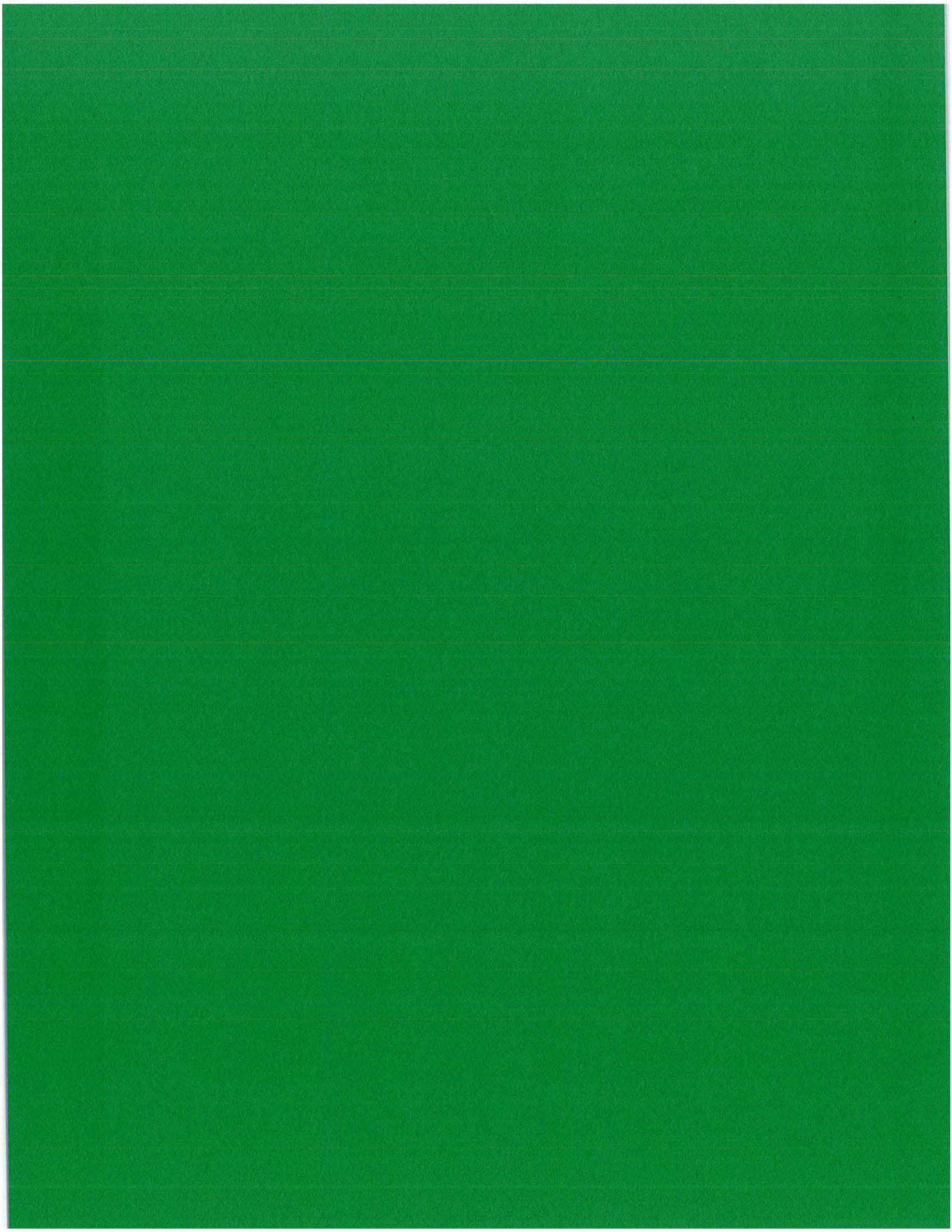


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Nathan R. Bratton,  
MPO Director

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Pete Saenz, Mayor and LUTS Chairperson





**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<p><b>DATE:</b></p> <p>02/20/18</p>	<p><b>SUBJECT:</b> RESOLUTION</p> <p>Receive public testimony and approve Resolution No. MPO 2018-01 for the proposed amendment(s) to the 2017-2020 Transportation Improvement Program (TIP):</p> <ol style="list-style-type: none"> <li>1. <b>Removal</b> of project CSJ 0086-14-082 intended to provide for the development of plans, specifications, and estimates (PS&amp;E) for the Jacaman and Airport overpasses. Proposed work has an estimated cost of 4.6 million dollars. <b>Rationale:</b> State is taking over PS&amp;E design cost of the future IH 69 intersections using strategy 111 funds. These funds do not need an independent CSJ for design only; it uses the construction CSJ to allocate design funds. Consequently there is no longer a need to have a design only CSJ. All 4.6 million in project funds are being transferred to project temporarily identified as CSJ 0922-33-933 intended to provide for the construction of a FAST lane at World Trade Bridge. Please note that only the CSJ is being canceled, not the funding.</li> </ol> <p style="text-align: right;">TIP 17-20/REV 04</p>
<p><b>INITIATED BY:</b> TxDOT/MPO</p>	<p><b>STAFF SOURCE:</b> Nathan Bratton, MPO Director</p>
<p><b>PREVIOUS ACTION:</b> On 07/18/16, The Policy Committee approved revision #1. On 09/19/16, the Policy Committee approved revision #1-B. On May 15<sup>th</sup>, 2017, the Policy Committee approved Revision #2. On 06/19/17, the Policy Committee approved revision #3. On 11/20/17, the Policy Committee approved initiation of a ten-day comment period for revision #4. On 12/18/17, the Policy Committee approved revision #4, which was revised during the meeting as per the discussion had.</p>	
<p><b>BACKGROUND:</b> See attachments for full revision details.</p>	
<p><b>COMMITTEE RECOMMENDATION:</b> Approval</p>	<p><b>STAFF RECOMMENDATION:</b> Approval.</p>

**RESOLUTION NO. MPO 2018-01**

BY THE LAREDO URBAN TRANSPORTATION STUDY  
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

**ADOPTING THE 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)**

**WHEREAS**, the Laredo Urban Transportation Study (LUTS), the designated Metropolitan Planning Organization (MPO) for the Laredo Urban Area, has reviewed the proposed revision(s) to the 2017-2020 Transportation Improvement Program (TIP); and,

**WHEREAS**, the Laredo Urban Transportation Study finds that the proposed revision(s) to the 2017-2020 Transportation Improvement Program (TIP) meets the high priority improvements necessary for the LUTS area;

**NOW THEREFORE BE IT RESOLVED**, that the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization for the Laredo Urban Area, adopted the proposed 2017-2020 Transportation Improvement Program (TIP), which are attached hereto and made a part hereof for all purpose:

We certify that the above resolution was adopted on February 20, 2018, at a public meeting of the Policy Committee of the Laredo Urban Transportation Study.

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Honorable Pete Saenz  
Mayor of Laredo and Chairperson of the  
MPO Policy Committee

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Nathan Bratton  
MPO Director

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David M. Salazar,  
TxDOT, District Engineer





MPO / Laredo District - 22  
FY 2017 - 2020 Transportation Improvement Program

Funding by Category

Category	Description	FY 2017		FY 2018		FY 2019		FY 2020		Total FY 2017 - 2020	
		Programmed	Authorized	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized
1	Preventive Maintenance and Rehabilitation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2M or 2U	Urban Area (Non-TMA) Corridor Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	Non-Traditionally Funded Transportation Project	\$0	\$0	\$8,441,118	\$8,441,118	\$0	\$0	\$0	\$0	\$8,441,118	\$8,441,118
4	Statewide Connectivity Corridor Projects	\$0	\$0	\$0	\$0	\$32,877,000	\$32,877,000	\$0	\$0	\$32,877,000	\$32,877,000
5	CMAQ	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5 Flex	Map21 Flex	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Structures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Metro Mobility & Rehab	\$0	\$0	\$0	\$0	\$26,796,902	\$26,796,902	\$0	\$0	\$26,796,902	\$26,796,902
8	Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Enhancements	\$1,056,250	\$1,056,250	\$0	\$0	\$0	\$0	\$0	\$0	\$1,056,250	\$1,056,250
9 Flex	TAP	\$0	\$0	\$0	\$0	\$815,798	\$815,798	\$0	\$0	\$815,798	\$815,798
10	Supplemental Transportation	\$0	\$0	\$16,620,223	\$16,620,223	\$0	\$0	\$0	\$0	\$16,620,223	\$16,620,223
10 CBI	Corridor Border	\$27,288,519	\$27,288,519	\$0	\$0	\$0	\$0	\$0	\$0	\$27,288,519	\$27,288,519
11	District Discretionary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	Strategic Priority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12C	Strategic Priority RECON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12S	Strategic Priority RECON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SBPE	Strategy Budget PE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SB 102	Strategy 102	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$28,344,769</b>	<b>\$28,344,769</b>	<b>\$25,061,341</b>	<b>\$25,061,341</b>	<b>\$60,489,700</b>	<b>\$60,489,700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$113,895,810</b>	<b>\$113,895,810</b>

Funding Participation Source

Source	FY 2017	FY 2018	FY 2019	FY 2020	Total
Federal	\$22,675,815	\$14,366,535	\$51,679,460	\$0	\$88,721,810
State	\$5,457,704	\$0	\$3,287,700	\$0	\$8,745,404
Local Match	\$211,250	\$2,253,688	\$5,522,540	\$0	\$7,987,478
CAT 3 - Local Contributions (LC)	\$0	\$8,441,118	\$0	\$0	\$8,441,118
CAT 3 - Prop 1	\$0	\$0	\$0	\$0	\$0
CAT 3 - Prop 7	\$0	\$0	\$0	\$0	\$0
CAT 3 - Prop 12	\$0	\$0	\$0	\$0	\$0
CAT 3 - Prop 14 Bonds	\$0	\$0	\$0	\$0	\$0
CAT 3 - Texas Mobility Fund	\$0	\$0	\$0	\$0	\$0
CAT 3 - Vehical Registration Fees - VTR	\$0	\$0	\$0	\$0	\$0
CAT 3 - RTR	\$0	\$0	\$0	\$0	\$0
CAT 3 - SH 121 Toll Revenue	\$0	\$0	\$0	\$0	\$0
CAT 3 - SH 161 Toll Revenue	\$0	\$0	\$0	\$0	\$0
CAT 3 - SH 130 Concession Revenue	\$0	\$0	\$0	\$0	\$0
CAT 3 - PTF	\$0	\$0	\$0	\$0	\$0
CAT 3 - Unique Federal Program - Tiger II	\$0	\$0	\$0	\$0	\$0
CAT 3 - TDC	\$0	\$0	\$0	\$0	\$0
Other - Section 5306	\$0	\$0	\$0	\$0	\$0
Other - Strategy PE Budget	\$0	\$0	\$0	\$0	\$0
Other - Strategy 102 Budget	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$28,344,769</b>	<b>\$25,061,341</b>	<b>\$60,489,700</b>	<b>\$0</b>	<b>\$113,895,810</b>



# 2017-2020 TIP LOCATIONS OF PROJECTS

## TIP 2017-2020 PROJECTS

### ORIGINAL PROJECTS

- CSJ: 0922-33-170**  
ROADWAY: ZACHIE CREEK  
FROM: 1.8 MI N of Jacaman Rd  
TO: E Del Mar Blvd  
WORK: Design & construction of 10,250 linear feet of trail along Zachie Creek  
TOTAL COST: \$1,317,011  
FY 2017
- CSJ: 0922-33-076**  
ROADWAY: FECHA LN  
FROM: Intersection of Flecha Ln/FM 1472  
TO: 1.74MI east of FM 1472  
WORK: The realignment of Flecha Ln/Las Cruces along FM 1472  
TOTAL COST: \$3,457,520  
FY 2017
- CSJ: 0922-33-093**  
ROADWAY: CALTON RD  
FROM: .25MI E of Calton/ Santa Maria Intersection  
TO: 2.5MI W of Calton/ Santa Maria Intersection  
WORK: Construction of a grade separation at Calton/ Santa Maria Intersection  
TOTAL COST: \$23,349,576  
FY 2018
- CSJ: 0922-33-165**  
ROADWAY: HACHAR PARKWAY  
FROM: FM 1472  
TO: 1 MI E of Bellway Parkway  
WORK: Preliminary engineering of 3 lane rural highway  
TOTAL COST: \$24,041,180  
FY 2019

### REVISION I

**UPDATED FUNDING & TOTAL COST & LET YEAR**  
CSJ: 0922-33-076 FY2018  
ROADWAY: FECHA LN  
TOTAL COST: \$9,047,199

**UPDATED FUNDING & TOTAL COST & LET YEAR**  
CSJ: 0922-33-093 FY2018  
ROADWAY: CALTON RD  
TOTAL COST: \$23,014,142

**UPDATED FUNDING & TOTAL COST**  
CSJ: 0922-33-165  
ROADWAY: HACHAR PARKWAY  
TOTAL COST: \$26,796,902  
FY 2017

**ADDED PROJECT**  
CSJ: 0086-14-065  
ROADWAY: LOOP 20  
FROM: 0.330 MI W of IH35  
TO: 0.160 MI W of McPherson Rd  
WORK: Construction of interchange facility of IH35  
TOTAL COST: \$26,564,946  
FY 2017

**ADDED PROJECT**  
CSJ: 0086-14-081  
ROADWAY: LOOP 20  
FROM: 1.400 MI W of IH35  
TO: 0.600 MI W of McPherson Rd  
WORK: ITS Portion of Interchange facility over IH35  
TOTAL COST: \$1,600,000  
FY 2017

**ADDED PROJECT**  
CSJ: 0922-33-175  
ROADWAY: HACHAR PARKWAY  
FROM: FM 1472  
TO: IH 35 West Frontage Rd  
WORK: FS&E including ROW mapping only  
TOTAL COST: \$1,634,277  
FY 2018

**ADDED PROJECT**  
CSJ: 0086-14-077  
ROADWAY: LOOP 20  
AT: LAREDO INTERNATIONAL AIRPORT  
WORK: CONSTRUCTION OF OVERPASS  
TOTAL COST: \$14,785,990  
FY 2018

### REVISION I (CONTINUED)

**ADDED PROJECT**  
CSJ: 0086-14-078  
ROADWAY: LOOP 20  
AT: JACAMAN RD  
WORK: CONSTRUCTION OF OVERPASS  
TOTAL COST: \$19,691,424  
FY 2020

**ADDED PROJECT**  
CSJ: 0086-14-082  
ROADWAY: LOOP 20  
FROM: JACAMAN RD  
TO: US 59 (SAUNDERS ST)  
WORK: FS&E FOR CONSTRUCTION OF LOOP 20 AT JACAMAN RD & AIRPORT  
TOTAL COST: \$4,641,030  
FY 20XX

**ADDED PROJECT**  
CSJ: 0086-14-20 (Grouped Project)  
ROADWAY: LOOP 20  
FROM: US 59 (SAUNDER ST)  
TO: PROPOSED AIRPORT OVERPASS  
WORK: RIGHT-OF-WAY ACQUISITION  
TOTAL COST: \$4,806,663  
FY 2017

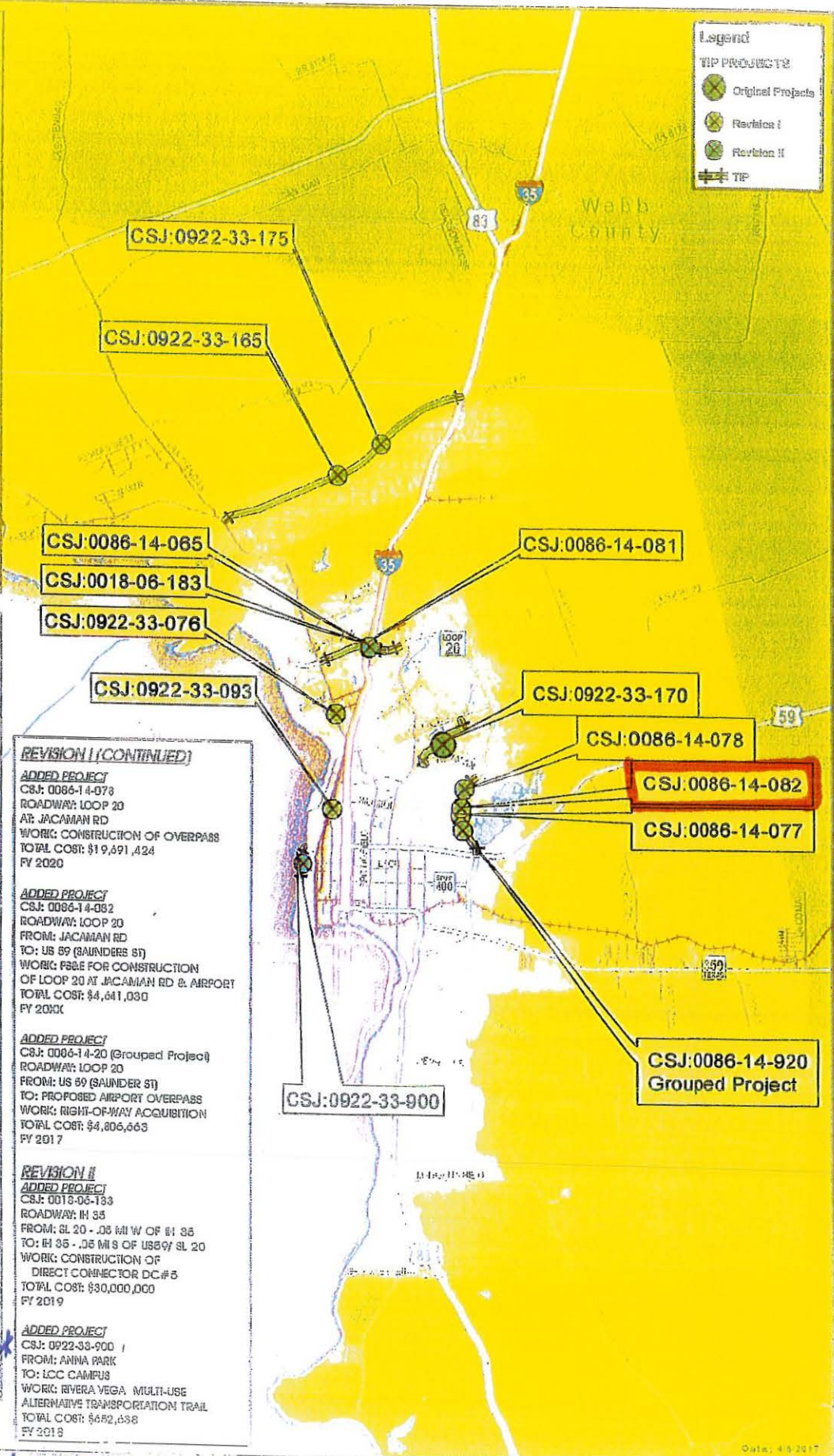
**REVISION II**  
**ADDED PROJECT**  
CSJ: 0018-06-183  
ROADWAY: IH 35  
FROM: SL 20 - .05 MI W OF IH 35  
TO: IH 35 - .05 MI S OF US59 SL 20  
WORK: CONSTRUCTION OF DIRECT CONNECTOR DC#5  
TOTAL COST: \$30,000,000  
FY 2019

**ADDED PROJECT**  
CSJ: 0922-33-900  
FROM: ANNA PARK  
TO: LCC CAMPUS  
WORK: RIVERA VEGA MULTI-USE ALTERNATIVE TRANSPORTATION TRAIL  
TOTAL COST: \$652,638  
FY 2018

### Legend

#### TIP PROJECTS

-  Original Projects
-  Revision I
-  Revision II
-  TIP



**CSJ:0086-14-082**  
**CSJ:0086-14-077**

**CSJ:0086-14-920**  
Grouped Project

\* 0922-33-177



2017-2020 Laredo TIP - Revision 4 - Project Summaries

**Remove**

0086-14-082 US 59 Phase E Let 8/17 (FY 17)  
Prev. 0086-14-910

From: International Boulevard  
To: US 59/LP 20 Interchange

For development of PS&E for Jacaman Road and Airport overpasses.

PS&E

PE	4,641,030	FUNDS	Federal	State	Local	LC	TOTAL
Construction	0	10-CBI	3,712,824	928,206		0	0 4,641,030
Const Eng	0						
Conting	0						

---

## Vanessa Guerra

---

**From:** Roberto Rodriguez III <Roberto.Rodriguez@txdot.gov>  
**Sent:** Monday, January 08, 2018 10:30 AM  
**To:** Vanessa Guerra  
**Cc:** Alberto Ramirez; Nathan R. Bratton; Randy Aguilar; Claudia San Miguel; Sara Garza; Eduardo Bernal; David Salazar; Melisa Montemayor  
**Subject:** RE: 2017-2020: Feb and May revision timeline, 2019-2022 timeline

Vanessa,  
Good morning. Let me provide further clarification on CSJ 0086-14-082.

*1. Request clarification from TxDOT on what it proposes be done with 0086-14-082.*

As you are aware the project was originally proposed for removal from the TIP because the 4.6 million in CBI funds had already been moved in DCIS to the 058 project. During the TIP revision comment period, TxDOT advised that the funds would not be transferred to 058, but rather to 0922-33-933 project, along with the rest of the 10 million dollars in CBI funds approved during the November meeting for the construction of a fast lane at World Trade Bridge.

During last Policy meeting, the committee expressed its concern with the removal of the 082 project from the TIP. At one point, Melissa mentioned the 082 project would not be removed but rather revised to reflect the 4.6 million in Strategy 111 funds. Afterwards, she does say the project would "go away", which seems to contradict her recommendation to revise the 082 project.

CSJ 0086-14-082 was created for PS&E **design only**. Now that the state is taking over the design of US 59 overpasses, we will charge our strategy 111 design cost to the respective construction CSJs (0086-14-077, etc) . Consequently the is no need for this CSJ (082) anymore.

The \$ 4.6 Million will be reallocated to 0922-33-993 to complete the \$ 10 mill requested by the city.

Project 0922-33-993 has been submitted to Administration and FHWA for review. Once we receive approval. We will proceed to include into the TIP.

We need to bring the following item to the Technical and Policy for further clarification:

**Removal** of project CSJ 0086-14-082 intended to provide for the development of plans, specifications, and estimates (PS&E) for the Jacaman and Airport overpasses. Proposed work has an estimated cost of \$ 4.6 million dollars.

**Rationale:** State is taking over PS&E design cost of the future IH 69 intersections using strategy 111 funds. These funds do not need an independent CSJ for design only, it uses the construction CSJ to allocate design funds. Consequently there is no longer a need to have a design only CSJ. All 4.6 million in project funds are being transferred to project temporarily identified as CSJ 0922-33-993 intended to provide for the construction of a FAST lane at World Trade Bridge. Please note that only the CSJ is being cancel, not the funding.

Please let me know if you need additional information.

Thanks,



Roberto Rodriguez, P.E.  
TP&D-Advanced Planning Supervisor  
Laredo District  
1817 Bob Bullock Lp  
Laredo TX 78043  
(956) 712-7735 (Direct)  
(956) 333-4075 (Cell)

---

**From:** Vanessa Guerra [mailto:vguerra@ci.laredo.tx.us]  
**Sent:** Thursday, January 04, 2018 4:41 PM  
**To:** Roberto Rodriguez III; Randy Aguilar; Eduardo Bernal  
**Cc:** Alberto Ramirez; Nathan R. Bratton; Claudia San Miguel; Sara Garza  
**Subject:** 2017-2020: Feb and May revision timeline, 2019-2022 timeline

Roberto/Randy/Eddie

I have spoken with Randy and Roberto about the current and future TIP revision and update schedules. Below are a few questions and dates to be aware of:

### **2017-2020 TIP**

February Revision Cycle (due in E-STIP portal Tuesday Jan. 23<sup>rd</sup>)

1. *Request clarification from TxDOT on what it proposes be done with 0086-14-082.*

As you are aware the project was originally proposed for removal from the TIP because the 4.6 million in CBI funds had already been moved in DCIS to the 058 project. During the TIP revision comment period, TxDOT advised that the funds would not be transferred to 058, but rather to 0922-33-933 project, along with the rest of the 10 million dollars in CBI funds approved during the November meeting for the construction of a fast lane at World Trade Bridge.

During last Policy meeting, the committee expressed its concern with the removal of the 082 project from the TIP. At one point, Melissa mentioned the 082 project would not be removed but rather revised to reflect the 4.6 million in Strategy 111 funds. Afterwards, she does say the project would "go away", which seems to contradict her recommendation to revise the 082 project.

**No later than Monday 8<sup>th</sup>**, please send clarification on what TXDOT proposes regarding the 082 project.

May Revision Cycle (due April 5<sup>th</sup>)

In order to meet April 5<sup>th</sup> date any revisions must be have final approval at the March Policy meeting.

**No later than January 16<sup>th</sup>**, please submit any proposed TIP revisions for the May cycle.

2. *Request clarification **no later than Monday Jan 8<sup>th</sup>**, how TxDOT proposes to proceed on the transfer of the 10 million in CBI funds from 058, 920, and 065 and replacement with Strategy 111 funds. Also request clarification on new 0922-33-933 project- when will that project will be submitted for addition to the TIP?*

**2019-2022 TIP – (due June 18<sup>th</sup>)**



New 2019-2022 TIP is due in the portal by June 18<sup>th</sup>. In order to meet this date we have to have an approved new TIP done by the May meeting.

**No later than March 19<sup>th</sup>**, please submit all manual project summaries (runs), and updated financial summary for 2019-2022 TIP.

Give me a call with any questions. V.

Vanessa Guerra

Planner III : City of Laredo Planning Department : Laredo Metropolitan Planning Organization : 1120 San Bernardo Ave. : P.O. Box 579 : Laredo Texas 78042-579 : Main: 956-794-1613 : Dir.: 956-794-1604 : Fax: 956-794-1624 : [vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us)

---

**From:** Karen Burkhard [<mailto:Karen.Burkhard@txdot.gov>]

**Sent:** Friday, December 22, 2017 1:01 PM

**To:** Allison Kurwitz; Amanda Fling; Andrew Chisholm; Angela Gil; Annabel Jurado; Art Estrada Jr; Brooke Droptini; Catherine McCreight; Chelsea Dilday; Christina Sheedy; Christina Stokes; Clayton Ripps; Cliff Hallford; Dan Perge; Darcie Schipull; Deanne Simmons; Doug Marino; Eduardo Bernal; Elaine Alvarado; Elisa Garcia; Epigmenio Gonzalez; Eric Fisher; Evan Roberts; Gary Enos; Glenn Yowell; Hugo Hernandez; Jane Jiang; Jennifer Adams; Jimmy Thompson; Jonathan Bean; Juan Sanchez; Julie Rook; Kirsten Lozano; Kristan Hereford; Kristi Schwartz; Laura Crow; Liz Bullock; Lynn Daniel; Maricela Salinas; Marisabel Ramthun; Mark R. Mosley; Marty Boyd; Megan Campbell; Melba Schaus; Michael Beaver; Michael Bolin; Michael Dutton; Nathan R. Bratton; Norma Garza; Pam Hasker; Penny Sansom; Randy Aguilar; Rebecca Pinto; Robert Ornelas; Roberto Rodriguez III; Rowdy Cantwell; Sara Finch; Scott Ayres; Shannon Hawkins; Shaundra Houston; Sonya Hudson; Stephen Gipson; Tamelia Spillman; TE Knight; Terri Jolly; Terry Nix; Victor E. Vourcos; Vivian Harrison; Yalda Shafieimoghadam; Adam Beckom - NCTCOG; 'Alan Clark' ([alan.clark@h-gac.com](mailto:alan.clark@h-gac.com)); Alfonso Vallejo - Brownsville MPO; Alicia Justilian - Brownsville MPO; 'Andrew Canon' ([acanon@hcmpo.org](mailto:acanon@hcmpo.org)); Annette Shepard; Antonio Zubieta; Ashby Johnson ([ashby.johnson@campotexas.org](mailto:ashby.johnson@campotexas.org)); Bart Benthul; Brigida Gonzalez; Bryan Miskimen ([bmiskimen@ELPASOMPO.ORG](mailto:bmiskimen@ELPASOMPO.ORG)); Cameron Walker; Cecilio Martinez ([Martinez@alamoareampo.org](mailto:Martinez@alamoareampo.org)); Cheryl Maxwell - KT MPO; Chris Evilia ([Cevilia@wacotx.gov](mailto:Cevilia@wacotx.gov)); Christie Gotti; Christina Bune ; Clay Barnett; Cody Baczewski ([cbaczewski@myharlingen.us](mailto:cbaczewski@myharlingen.us)); Collins, Ryan; David Jones - Lubbock MPO; Elena Buentello; E'Lisa Smetana (E'Lisa.Smetana@abilenetx.com); Eulois Cleckley; Gary Holwick ([Gary.Holwick@amarillo.gov](mailto:Gary.Holwick@amarillo.gov)); 'Heather Nick' ([hnick@tylertexas.com](mailto:hnick@tylertexas.com)); Jaimie Lee ([jaimie.lee@wichitafallstx.gov](mailto:jaimie.lee@wichitafallstx.gov)); Jason Deckman ([jason.deckman@ctcog.org](mailto:jason.deckman@ctcog.org)); Jeanne Geiger ([Geiger@alamoareampo.org](mailto:Geiger@alamoareampo.org)); 'Jeff Pollack' ([jpollack@cctxmpo.us](mailto:jpollack@cctxmpo.us)); jim.dickinson@h-gac.com; Jimmie Lewis; Joel Garza - HSB MPO; Jon Bocanegra ([jbocanegra@hcmpo.org](mailto:jbocanegra@hcmpo.org)); Karen Owen ([kowen@longviewtexas.gov](mailto:kowen@longviewtexas.gov)); Karl Welzenbach ([kwelzenbach@co.grayson.tx.us](mailto:kwelzenbach@co.grayson.tx.us)); Kelly Porter - CAMPO; Kenneth Bunkley ; Lin Barnett ([lin.barnett@wichitafallstx.gov](mailto:lin.barnett@wichitafallstx.gov)); Linda De La Fuente ; Lorraine Quimiro ([lquimiro@permianbasinmpo.com](mailto:lquimiro@permianbasinmpo.com)); Macie Wyers; Major Hofheins; Mark Lund - Brownville MPO; Michael Howell - Tyler MPO; Michael Medina ; 'Michael Morris' ([mmorris@nctcog.org](mailto:mmorris@nctcog.org)); Muno, Travis - Amarillo MPO; Omar Barrios - NCTCOG; Phillip Tindall - CAMPO; Rina Bale; 'Roger Williams' ([rwilliams@ELPASOMPO.ORG](mailto:rwilliams@ELPASOMPO.ORG)); Sean Middleton; Sid Martinez; Tammy Walker - Lubbock MPO; TEX-Jones, ReaDonna; Vanessa Guerra

**Cc:** Peggy Thurin; Lori Morel; #DE\_DDE; #TPD DIRECTORS; Leanna Sheppard; Mansour Shiraz; Nick Page; Raymond Sanchez Jr; Sara Garza; Bonnie Sherman; Daniel Dargevics; Hettie Thompson; Jody Shaw; Katie Delong; Kelly Kirkland; Kristopher Lee; Lillie Salas; Linda Oakes; Reane Gilder; Teri Kaplan

**Subject:** February and May 2018 STIP Revision

Attached is the timelines for the February and May revisions. We are still pending the final approval for the November revision, but once finalized, we will open a TIP instance in the eStip portal.

The February 2018 Quarterly TIP/ STIP revision will be due into the eSTIP portal by Tuesday, January 23rd COB  
The May timeline has been revised in order for all projects to be approved prior to the new Federal requirements that go in affect 5/27/2018.



**IMPORTANT things to remember:**

- Projects with Develop Authority can **NOT** be listed in the STIP for construction. **Your TIPs and the STIP will need to be amended to remove the construction phase on any DA / PA projects listed individually. Districts please communicate with your MPO's about the UTP status of projects if needed.**
- Do not forget to update the revision date within the eSTIP as well as adding the project to the TIP revision.
- MPO's need to make sure the districts review submissions.
- TASA Projects- make sure to add the project name and limits are concise and description of work is clear.

Please let us know if you have any questions or need assistance with the upcoming revisions.

Lori and Karen

CONNECTING TEXANS TO WHAT MATTERS MOST



CONNECTING TEXANS TO WHAT MATTERS MOST



## Vanessa Guerra

---

**From:** Randy Aguilar <Randy.Aguilar@txdot.gov>  
**Sent:** Monday, November 06, 2017 1:41 PM  
**To:** Vanessa Guerra  
**Subject:** Updates

Vanessa,

QUESTION #1: TXDOT RESPONSE

Roberto and I talked with Lori this morning about the 082 money moving to 058. She advised that we need to do a revision to cancel 082. Since 058 already let and is grouped, nothing has to be done there.

QUESTION #2 TXDOT RESPONSE

We are in the process of updating CSJ:0086-14-077 to add \$2.43million CBI to replace the Prop 1 funds that were transferred to 065. (NO TIP REVISION REQUIRED)

I was advised that Zacate Creek Hike & Bike was to be moved from November 2017 to January 2018. An LSM was submitted last month and it was approved Friday November 3<sup>rd</sup>. DCIS has been updated.

Randy Aguilar  
Planner  
TxDOT Laredo District  
956-712-7457

CONNECTING TEXANS TO WHAT MATTERS MOST



#txdot100

1917 • 2017



## Vanessa Guerra

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**From:** Vanessa Guerra  
**Sent:** Wednesday, November 01, 2017 4:20 PM  
**To:** 'Lori Morel'  
**Cc:** Karen Burkhard  
**Subject:** TIP questions

Hi Lori,

I have a couple of questions for you.

1. 0086-14-082 – PS&E for Jacaman and Airport overpasses – 4.6 million – TIP FY 2017

TxDOT is requesting that this project be revised to:

- remove Airport and replace with Del Mar.

THEN

- Move the 4.6 million (with its new scope of work Jacaman and DEL MAR, PS&E) from this project to a GROUPED project 0086-14-058, which already let.

It seems the funds have already been moved in DCIS and the AFA's already reflect the additional 4.6 million.

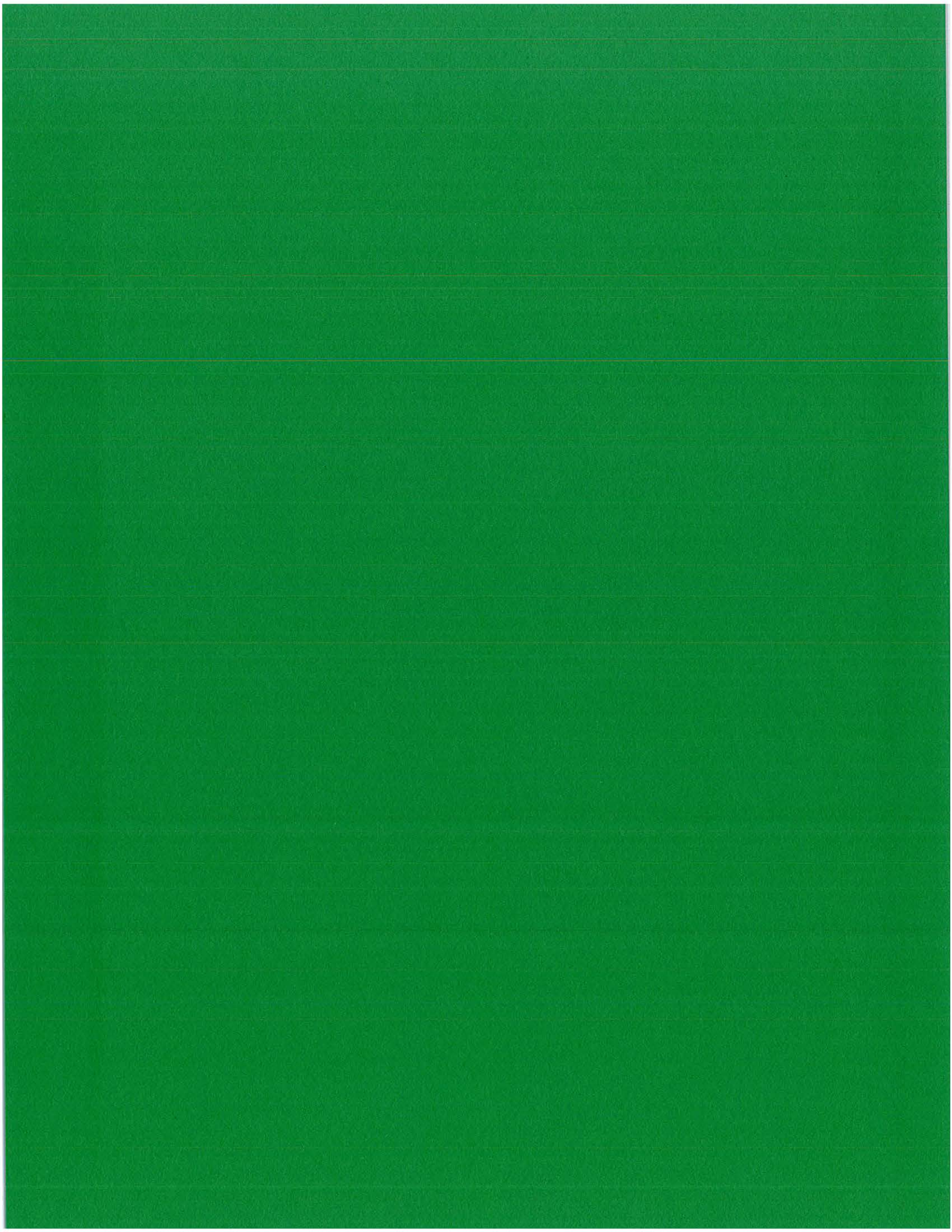
How would I go about doing this change in the TIP?

2. 0086-14-077- construct Airport overpass – 14,785,990 – FY 2024  
0086-14-065 – construct Loop 20 interchange – 25,564,945- FY 2017

TxDOT is requesting to swap 2.4 million in Prop 1 Cat 2 monies from 077 and move to 065, and replace with 2.4 million CBI from 065 to 077

Issue is 077 is outside of the TIP and 065 already let.

Again, how would I go about doing this change in the TIP?





**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b>  02-20-18	<b>SUBJECT: RESOLUTION</b> Receive public testimony adopting Resolution No. 2018-02, amending the FY 2018 Unified Planning Work Program (UPWP) in order to: 1. Amend Subtask 2.2, entitled 2013-2045 Travel Demand Model Update Project by reducing the allocated funds by \$10,000 and reallocating said funds to Subtask 4.2. The Travel Demand project is nearing completion and amended budget will adequately provide for project closeout; and, 2. Unifying Subtask 4.2 and Subtask 4.3, the FAST Act Compliance Project and the 2020-2045 Metropolitan Transportation Plan (MTP) Update, due to project activity overlap and federal requirement time constraints.
------------------------------	--

<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Nathan Bratton, MPO Director
-------------------------------	--

**PREVIOUS ACTION:**  
The FY 2018 UPWP was adopted on July 17, 2017.

**BACKGROUND:**  
The Unified Planning Work Program describes and schedules work to be undertaken by the Metropolitan Planning Organization during the 2018 fiscal period.

Listed below are the proposed changes.

Subtask	Amount	Proposed Change	Amended Budget
1.1 Program support administration	\$100,000.00	0.00	100,000.00
1.2 Travel, training, equipment	\$20,000.00	0.00	20,000.00
2.1 Growth monitoring, projections, website	\$20,000.00	0.00	20,000.00
2.2 2013-2045 Travel Demand Model Update Project	\$60,000.00	(10,000.00)	50,000.00
3.1 TIP/UPWP/PPP/LEP/By-Laws/Title VI	\$20,000.00	0.00	20,000.00
4.1 2015-2040 Metropolitan Transportation Plan	\$5,000.00	0.00	5,000.00
4.2 <del>FAST ACT Compliance Project</del>	\$75,000.00	(75,000.00)	0.00
<del>4.3</del> <u>4.2 2020-2045 Laredo MTP and FAST Act Compliance</u>	\$250,000.00	85,000.00	335,000.00
5.1 2015 Quiet Zone Study Update	\$50,000.00	0.00	50,000.00
5.2 Outer Loop Alignment Study	\$250,000.00	0.00	250,000.00
5.3 Freight Mobility Plan	\$250,000.00	0.00	250,000.00
<b>Total</b>	<b>\$1,100,000.00</b>	<b>0.00</b>	<b>1,100,000.00</b>

No additional funding is being programmed.

<b>COMMITTEE RECOMMENDATION:</b> The LUTS Technical Committee recommends approval.	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.
---	--

**RESOLUTION NO. MPO 2018-02**

BY THE LAREDO URBAN TRANSPORTATION STUDY  
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

**ADOPTING THE REVISED 2018 UNIFIED PLANNING WORK PROGRAM (UPWP)**

**WHEREAS**, the Laredo Urban Transportation Study (LUTS), the designated Metropolitan Planning Organization (MPO), for the Laredo Urbanized Area wishes to adopt the revised 2018 Unified Planning Work Program (UPWP); and,

**WHEREAS**, the Laredo Urban Transportation Study finds that the revised 2018 Unified Planning Work Program (UPWP) meets federal and state requirements, and meets the transportation planning needs of the Laredo Metropolitan Area;

**NOW THEREFORE BE IT RESOLVED**, that the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization for the Laredo Urban Area, adopts the revised 2018 Unified Planning Work Program (UPWP), which is attached hereto and made a part hereof for all purpose on this the 20th day of February 2018.

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Honorable Pete Saenz  
Mayor of Laredo and Chairperson of the  
LUTS Transportation Planning Committee

We certify that the above resolution was adopted at a public meeting of the Policy Committee of the Laredo Urban Transportation Study.

---

Nathan Bratton  
MPO Director

---

David M. Salazar,  
TxDOT District Engineer





# UNIFIED PLANNING WORK PROGRAM FY 2018

ADOPTED BY THE POLICY COMMITTEE ON: JULY 17, 2017  
AMENDED ON: FEBRUARY 20, 2018

**Contents**

I. INTRODUCTION .....3

    A. PURPOSE .....3

        Scope of Planning.....3

        Performance Based Planning .....4

        Public Involvement.....5

    B. DEFINITION OF AREA .....5

    C. ORGANIZATION .....5

    D. PRIVATE SECTOR INVOLVEMENT .....6

    E. PLANNING ISSUES AND EMPHASIS .....6

        Planning Issues.....6

        Planning Emphasis Areas .....7

II. TASK 1.0 - ADMINISTRATION AND MANAGEMENT .....8

III. TASK 2.0 - DATA DEVELOPMENT AND MAINTENANCE.....9

IV. TASK 3.0 - SHORT RANGE PLANNING.....10

V. TASK 4.0 – METROPOLITAN TRANSPORTATION PLAN / LONG RANGE  
PLANNING .....11

VI. TASK 5.0 - SPECIAL STUDIES.....12

VII. APPENDICES.....16

    APPENDIX A - POLICY COMMITTEE .....16

    APPENDIX B -METROPOLITAN AREA BOUNDARY MAP.....17

    APPENDIX C - DEBARMENT CERTIFICATION .....18

    APPENDIX D - LOBBYING CERTIFICATION .....19

    APPENDIX E - CERTIFICATION OF COMPLIANCE.....20

    APPENDIX F - Certification of Internal Ethics and Compliance Program .....21



## FY 2018 UPWP

### ***LAREDO URBAN TRANSPORTATION STUDY 2018 UNIFIED PLANNING WORK PROGRAM***

#### **I. INTRODUCTION**

The Unified Planning Work Program (UPWP) originated from the Federal-Aid Highway Act of 1973 and details the transportation planning work proposed to be undertaken by the Metropolitan Planning Organization in the study area for the year. The United States Department of Transportation, through its modal administrations, requires development of an annual Unified Planning Work Program (UPWP) to describe intermodal comprehensive transportation planning in areas with populations greater than 50,000. This work program was designed to incorporate federal Section 112 (“PL” funds) and Section 5303 (transit) planning funds and intended to provide a mechanism for the coordination of all planning activities required by the joint planning regulations of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). Federal regulations allow for a one or two year work program.

The Laredo Urban Transportation Study, in its capacity as the Laredo Metropolitan Planning Organization, provides “3C” or “continuous, cooperative and comprehensive” transportation planning for the Laredo Metropolitan Area as required by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), and all subsequent reauthorization acts including: The Transportation Equity Act for the 21st Century (TEA 21), The Safe, Accountable, Flexible, and Efficient Transportation Act: A Legacy for Users (SAFETEA-LU), Moving Ahead for Progress in the 21st Century Act (MAP-21) and Fixing America’s Surface Transportation (FAST) Act.

The Clean Air Act Amendments (CAAA) of 1990 also influences the metropolitan planning process. In general, the Act requires that transportation actions and projects proposed and/or implemented in the metropolitan planning area must support the attainment of federal standards for ozone by meeting specific requirements set out by the Environmental Protection Agency (EPA), regarding air quality conformity. Since the Laredo Urbanized Area has been designated an “attainment” area for air quality conformity, the law exempts the urbanized area (UZA) from conformity requirements therefore; it is not addressed in this document.

The Unified Planning Work Program (UPWP) is developed to comply with the mandatory metropolitan planning requirements and was adopted by the Laredo Metropolitan Planning Organization Policy Committee at a public meeting, following a twenty-day comment period as required by the adopted Public Participation Plan.

#### **A. PURPOSE**

The UPWP describes and schedules the work to be undertaken by the Laredo Urban Transportation Study during the upcoming fiscal period, and includes a financial participation summary.

#### ***Scope of Planning***

In general, federal law requires that the metropolitan planning process for a metropolitan area shall provide for consideration of projects and strategies that will:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.



## FY 2018 UPWP

4. Increase the accessibility and mobility for people and freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and,
10. Enhance travel and tourism.

### ***Performance Based Planning***

MAP-21 and its successor the FAST Act require that metropolitan planning organizations, public transportation providers and state departments of transportation establish and use a performance-based approach to transportation decision making to support the seven national goals. The **seven federal goal areas** as listed in 23 USC 150 are as follows:

1. *Safety*: To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
2. *Infrastructure condition*: To maintain the highway infrastructure asset system in a state of good repair.
3. *Congestion reduction*: To achieve a significant reduction in congestion on the National Highway System.
4. *System reliability*: To improve the efficiency of the surface transportation system.
5. *Freight movement and economic vitality*: To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
6. *Environmental sustainability*: To enhance the performance of the transportation system while protecting and enhancing the natural environment.
7. *Reduced project delivery delays*: To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

The goal areas for public transportation address:

1. *Transit Safety*
2. *Transit Asset Management*

The United States Department of Transportation (USDOT) will establish MAP 21 Performance Measures designed to carry out the National Highway Performance Program. Each State Department of Transportation (DOT) will then establish performance targets in support of those measures. Subsequent to the State adopting its performance targets the MPO's will have 180 days to establish performance targets coordinated with those of the state DOT's and public transportation providers. When these targets are set, the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP) are required to include a description of the performance measures and targets used in assessing the performance of the transportation system. The Metropolitan Transportation Plan will also have to include a system performance report evaluating the condition and performance of the



## FY 2018 UPWP

transportation system with respect to the established targets. The TIP is also required to include a description of the anticipated effect of the TIP toward achieving the performance targets set in the plan.

The MPO intends to develop performance targets as required by the FAST Act in coordination with the State, the local transit provider (El Metro), and all other planning partners. Public involvement will be critical to the preparation and implementation of performance measures in the planning process as required by the FAST Act. Performance measures allow the MPO to track improvements towards the accomplishment of important outcomes for the region.

### *Public Involvement*

The Laredo MPO's Public Participation Plan (PPP) gives citizens the opportunity to comment during all phases of the transportation planning process. The MPO welcomes public comment throughout the planning process and utilizes its website <http://www.ci.laredo.tx.us/city-planning/Departments/MPO/index.html>, the City of Laredo's website <http://www.cityoflaredo.com/>, and local periodicals including, the Laredo Morning Times and El Manana, to notify the public of meetings and opportunities to comment.

In order to ensure public involvement, all MPO work is conducted in accordance with the adopted Public Participation Plan (PPP). The PPP requires that initial adoption of the Unified Planning Work Program (UPWP) follow at a minimum: a 20 day public comment and review period, 72 hour advanced posting of the Policy Committee meeting wherein final action will occur, and publication of a document summary in the newspaper at least 5 days in advance of adoption. The PPP further requires that revisions of the UPWP may only be accomplished thru action of the Policy Committee, following 72 hour posted advance notice to the public.

## **B. DEFINITION OF AREA**

The Laredo Metropolitan Area Boundary (MAB) includes the City of Laredo and portions of Webb County. (See Map, Appendix B.) The MAB was approved by the Governor in 2004. The Laredo urbanized area (as determined by the 2010 Census) surpassed 200,000 in population and was designated a Transportation Management Area (TMA) effective July 18th, 2012.

## **C. ORGANIZATION**

The Laredo Metropolitan Planning Organization is governed by the Policy Committee established in accordance with adopted MPO Bylaws. The Policy Committee is the MPO body that holds review and decision-making authority over transportation planning efforts undertaken by the Laredo Urban Transportation Study, acting as the Metropolitan Planning Organization, and by the Texas Department of Transportation in the Laredo Metropolitan Area (See Appendix A). The Committee is chaired by the Mayor of the City of Laredo and includes as voting members: three members from the City of Laredo, City Council (including two members representing the City of Laredo, and one Councilman representing the Laredo Mass Transit Board), the Laredo TxDOT District Administrator, the Laredo TxDOT District Engineer, the Webb County Judge, and two Webb County Commissioners. The State Senator for District 21, the State Representative for District 80 and the State Representative for District 42 serve as non-voting, ex-officio members. The MPO Technical Committee responsibilities include professional and technical review of work programs, policy recommendations and transportation planning activities.



**FY 2018 UPWP**

The Technical Committee includes:

<p><u>City Representatives:</u></p> <ul style="list-style-type: none"> <li>• Laredo City Planner (Chairperson)</li> <li>• The General Manager of the City Transit System</li> <li>• Laredo Director of Traffic Safety</li> <li>• Laredo Airport Director</li> <li>• Laredo City Engineer</li> <li>• Laredo Bridge Director</li> </ul>	<p><u>State Representatives:</u></p> <ul style="list-style-type: none"> <li>• TxDOT Planning Representative (Vice-Chairperson)</li> <li>• TxDOT Planning Representative</li> <li>• TxDOT Area Engineer</li> <li>• TxDOT Transportation Planning and Programming Field Representative</li> </ul>
<p><u>Federal representatives:</u></p> <ul style="list-style-type: none"> <li>• FHWA Planning Representative (Austin)</li> </ul>	<p><u>School system representatives</u></p> <ul style="list-style-type: none"> <li>• A representative of the Laredo Independent School District</li> <li>• A representative of the United Independent School District</li> <li>• A representative of Texas A&amp;M International University</li> <li>• A representative of Laredo Community College</li> </ul>
<p><u>County and Regional Representatives:</u></p> <ul style="list-style-type: none"> <li>• Webb County Planning Director</li> <li>• South Texas Development Council Regional Planning Director</li> <li>• The General Manager of the Rural Transit System</li> <li>• Webb County Engineer</li> </ul>	<p><u>Private Sector Representatives:</u></p> <ul style="list-style-type: none"> <li>• A representative of the Kansas City Southern Railway Company</li> <li>• A representative of the Union Pacific Railroad Company</li> <li>• A representative of the Laredo Transportation Association</li> <li>• A Transportation Provider Representative who shall also serve on the Laredo Transportation Advisory Committee</li> </ul>

The Title VI/EJ Working Group is comprised of 9 members, including representatives of the City of Laredo, the MPO, TxDOT, transit and the County Planning Department. The Group’s purpose is to assist the MPO in improving data collection, monitoring and analysis to ensure that transportation related programs and policies do not have a disproportionately high and adverse human health or environmental effects on minority and low-income populations. The City of Laredo staff providing service and support to the MPO include: the Planning Director, a planner, a GIS technician, a clerk, an accountant and others as may be required.

**D. PRIVATE SECTOR INVOLVEMENT**

The private sector is encouraged to participate in the development of all transportation programs and plans. Private transportation providers are invited to participate in TIP and MTP development as members of the Technical Committee and as project evaluation committee members. Private consultants will be used for the completion of the Travel Demand Model Update Project, the Fast Act Compliance Project, the Quiet Zone Update Project, the Outer Loop Alignment Study, and the Long Range Freight Mobility Plan.

**E. PLANNING ISSUES AND EMPHASIS**

***Planning Issues***

Highway - System capacity issues will pose a major challenge in light of expected population and freight movement growth levels.

- Population - The number of jobs and people in the Laredo MPO region are expected to grow by more than 50 percent over the next 25 years. The majority of the growth is also expected to



## FY 2018 UPWP

occur in currently undeveloped areas. As development continues along the fringes of the city, the existing roadway network will absorb only so much of the increased demand.

- Freight –Recent projections indicate that the trade values of all outbound, inbound or internal types of freight movement are projected to be more than double than the current levels. Said growth will continue to add capacity burdens on an already congested network.

Transit –Key issues facing the transit system in the upcoming years include: more customers, more service needs, and less funding.

- More customers – Population projections show a growing transit dependent population, especially in growth areas in south Laredo.
- More service needs – Recent ridership surveys revealed concerns regarding the frequency of service, slowness of buses, and the length of wait times. Increased bus frequency and longer service hours were suggested.
- Less funding – The 2010 census revealed that the Laredo region’s population had surpassed 200,000 people which resulted in a decrease in federal and state operation funding assistance. Said decrease in outside funding makes it necessary to rely on more local funding sources.

In light of all of the above, careful and effective transportation planning and investment will be critical to providing for the area’s future transportation needs.

### ***Planning Emphasis Areas***

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) in a memorandum to Metropolitan Planning Organizations, dated March 18, 2015, jointly issued Planning and Emphasis Areas (PEAs). The PEAs are topical areas in planning that FHWA and FTA want to emphasize as MPOs develop work task associated with PEAs in the UPWP. The PEAs include:

- ***MAP-21 Implementation - Transition to Performance Based Planning and Programming.*** Performance based planning and programming includes using transportation performance measures, setting targets, reporting performance, and programming transportation investments directed toward the achievement of transportation system performance outcomes. Relevant UPWP work tasks include working with local planning partners to identify ways to implement performance-based planning provisions such as collecting performance data, selecting and reporting performance targets for metropolitan areas, and reporting actual system performance related to those targets. The Laredo MPO uses scenario planning through the Travel Demand Model process to develop the Laredo Metropolitan Transportation Plan.
- ***Regional Models of Cooperation- Ensure a Regional Approach to Transportation Planning by Promoting Cooperation and Coordination across Transit Agency, MPO, and State Boundaries-*** The Laredo MPO will continue to work with its planning partners to improve the effectiveness of transportation decision-making by thinking beyond traditional borders and adopting a coordinated approach to transportation planning. A coordinated approach supports common goals and capitalizes on opportunities related to project delivery, congestion management, safety, freight, livability, and commerce across boundaries. Improved multi-jurisdictional coordination between the Laredo MPO, TxDOT, El Metro, area providers of public transportation, and the Regional Mobility Authority (RMA) can reduce project delivery times and enhance the efficient use of resources. The Laredo MPO will periodically revisit its metropolitan area planning



## FY 2018 UPWP

agreements to ensure that there are effective processes for cross-jurisdictional communication between TxDOT, the Laredo MPO and local area transit providers to improve collaboration, policy implementation, technology use, and performance management.

- **Ladders of Opportunity: Access to essential services** – The Laredo MPO will continue to work with TxDOT, and the local area transit providers, as part of the transportation planning process to identify transportation connectivity gaps in accessing essential services. Essential services include employment, health care, school/education, and recreation. At the behest of the local transit provider, the Laredo MPO UPWP routinely includes the development of transit related studies, including the development of: a five year plan, a bus/rapid transit feasibility study, and a paratransit and Americans with Disability Act compliance study. The Laredo MPO will also periodically evaluate the effectiveness of its public participation plan for engaging transportation-disadvantaged communities in the transportation decision making process. The Laredo MPO also works with its planning partners to assess the need and availability of pedestrian and bicycle facilities in the study area.

## II. TASK 1.0 - ADMINISTRATION AND MANAGEMENT

### A. OBJECTIVE

To ensure that the Laredo Metropolitan Area transportation planning process is a fully cooperative, comprehensive and continuing activity; to monitor ongoing planning activities; to ensure that all modes of transportation are given consideration as elements of a single urban transportation system and are considered in the overall planning process; to ensure public involvement in the transportation planning process.

### B. EXPECTED PRODUCTS

The smooth and efficient operation of the Metropolitan Planning Organization including the following: fulfillment of planning objectives; compliance with state and federal requirements; continuation of a proactive public involvement process, reports, certifications, and administration.

### C. PREVIOUS WORK

Both the Technical and Policy Committee meetings held on an ongoing basis to make appropriate revisions to documents and approve programs. Staff conducted public meetings as required by FHWA, FTA, the State and local government in the development of transportation planning documents, and reports. Staff attended various meetings, and workshops, and made presentations at public meetings.

### D. SUBTASKS

- 1.1 Program support administration. This includes program administration, record keeping, and monitoring completion of UPWP projects, audit, preparation of reports, interagency coordination, facilitating citizen participation, and preparation of meeting minutes. (Routine work effort – carried over from previous year)
- 1.2 Travel, training, equipment, and supplies. All computer hardware, software and equipment expenditures of Federal planning funds over \$5,000 will require prior approval.



## FY 2018 UPWP

### E. FUNDING & PARTICIPATION SUMMARY

#### Task 1.0 - FY 18

Subtask	Responsible Agency	Transportation Planning Funds (TPF) <sup>1</sup>	FTA Sect. 5307	Local	Total
1.1	LUTS	100,000	0	0	100,000
1.2	LUTS	20,000	0	0	20,000
<b>TOTAL</b>		<b>120,000</b>	<b>0</b>	<b>0</b>	<b>120,000</b>

<sup>1</sup> TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

### III. TASK 2.0 - DATA DEVELOPMENT AND MAINTENANCE

#### A. OBJECTIVE

In cooperation with member agencies, maintain the MPO website and a database on population, housing, land use and transportation characteristics. Monitor growth patterns in the study area for their impact on community transportation systems. Staff will assist with the continual integration of data into GIS format in order to facilitate organization, retrieval and analysis, and to continue and further the goals and objectives of comprehensive transportation planning.

#### B. EXPECTED PRODUCTS

Updated demographics including population, land use, housing employment and roadway databases and maps. A fully integrated mapping/data base system to be used in data retrieval, analysis, projection, mapping, and graphic publication elements of future transportation planning tasks. Demographic data will be developed in-house and with the assistance of outside professionals, using resources available in the community, as well as, the US Census. The MPO website will continue to be modified and updated to increase functionality, ease of use, visualization capacity, public outreach, and transparency.

#### C. PREVIOUS WORK

The MPO website was continually updated to provide access to meeting agendas, packets, and publications as they became available. The Travel Demand Data Development Project and the 2015-2040 MTP project were completed. Project maps were developed, retrieved and or printed as new projects were approved or considered. A Request for Qualifications was developed, and published for the Demographic Data Development Project (also identified as the 2013-2045 Travel Demand Model Update Project). Consultant was selected and the project is approximately 44% complete.

#### D. SUBTASKS

- 2.1 Growth development monitoring, projections, and website. The GIS staff will assist in the ongoing collection, review, analysis and mapping of demographic data related to population, land use, housing, and employment. The subtask will also provide for GIS related staff training, and the purchase of equipment, software, materials and supplies for printing of maps. Staff will monitor the MPO website, continue to modify it in the interest of ease of use and transparency,

## FY 2018 UPWP

and assist in posting MPO products online. (Routine work effort – carried over from previous year)

TXDOT Data Collection – To conduct travel surveys and/or traffic saturation counts in the MPO region for use in the travel demand models and transportation analysis for pavement and geometric design. Work is being conducted by TXDOT and funding is being provided through the Texas State Planning and Research (SPR) Work Program Part I. Funds will be reconciled as part of the SPR Part I. (\$917,638.31 SPR)

- 2.2 2013-2045 Travel Demand Model Update Project - Objective: To collect and format all the demographic and roadway data necessary for input into the 2013-2045 Travel Demand Model. Expected Outcome: All demographic and roadway data, gathered and formatted, as necessary for submittal to TxDOT for their preparation of the 2013-2015 Travel Demand Model. TxDOT will update the model from a 2008 to a 2013 base year and from a 2040 forecast year to a 2045 forecast year (Non-Routine Work Effort – carry over project).

### E. FUNDING & PARTICIPATION SUMMARY

#### Task 2.0 – FY 18

Subtask	Responsible Agency	Transportation Planning Funds (TPF) <sup>1</sup>	FTA Sect. 5307	Local	Total
2.1	LUTS	20,000	0	0	20,000
2.2	LUTS	60,000	0	0	60,000
<u>2.2</u>	<u>LUTS</u>	<u>50,000</u>	<u>0</u>	<u>0</u>	<u>50,000</u>
<b>TOTAL</b>		<b>80,000</b>	<b>0</b>	<b>0</b>	<b>80,000</b>
<b><u>TOTAL</u></b>		<b><u>70,000</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>70,000</u></b>

<sup>1</sup> TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

### IV. TASK 3.0 - SHORT RANGE PLANNING

#### A. OBJECTIVE

To complete those activities associated with near-term planning and implementation of projects that will be undertaken within the next five years.

#### B. EXPECTED PRODUCTS

Short range planning activities will result in strategies that will support those planning policies needed to preserve the continuing flow of traffic. The MPO will develop and/or revise as necessary the UPWP, the TIP, the MPO By-Laws, the Limited English Proficiency Plan (LEP), Title VI documentation and the Public Participation Plan. Staff will continue to address the recommendations resulting from the formal certification review conducted in 2016. The MPO also anticipates continued participation in the regional service planning process, as well as, any activity associated with FTA’s 5310 Senior’s with Disabilities Program or 5339 - Bus and Bus Facilities Program. .



## FY 2018 UPWP

### C. PREVIOUS WORK

Staff assisted in the development and continued revision of the 2017-2020 TIP, the 2015- 2018 TIP, the 2016 and 2017 UPWP. Staff addressed the recommendations resulting from the informal federal certification review conducted in December of 2014 and prepared the materials necessary for the Formal Certification Review conducted by the Federal Highway Administration (FHWA) in April of 2016. Staff developed and submitted the Annual Performance and Expenditure Report and the Annual Projects list. Staff developed submitted all materials requested by the TxDOT office of Civil Rights during the Title VI desk audit. In June of 2016, the Office of Civil Rights notified MPO Staff the desk audit was complete and found that the Laredo MPO had demonstrated good faith efforts in meeting the requirements of the Title VI review. Staff developed a Limited English Proficiency Plan which was adopted and implemented in accordance with federal and state guidelines. Staff issued a second call for projects for the TAP program, selected the River Vega Multi-use Hike and Bike Trail project and awarded the funds based on adopted project selection procedures.

### D. SUBTASKS

- 3.1 TIP/UPWP/By-Laws/PPP/LEP/Title VI– assisting in the development and/or revision of the Transportation Improvement Program (TIP), UPWP, By-Laws, the Public Participation Plan, the Limited English Proficiency Plan, and Title VI documents. (Routine work effort)

### E. FUNDING & PARTICIPATION SUMMARY

#### Task 3.0 - FY 18

Subtask	Responsible Agency	Transportation Planning Funds (TPF) <sup>1</sup>	FTA Sect. 5307	Local	Total
3.1	LUTS	20,000	0	0	20,000
<b>TOTAL</b>		<b>20,000</b>	<b>0</b>	<b>0</b>	<b>20,000</b>

<sup>1</sup> TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

### V. TASK 4.0 – METROPOLITAN TRANSPORTATION PLAN / LONG RANGE PLANNING

#### A. OBJECTIVE

To continue study and analysis of projects and data for long-range planning elements and long-range project studies. Includes activities associated with publishing or updating the Metropolitan Transportation Plan, formerly called the Long Range Plan.

#### B. EXPECTED PRODUCTS

Staff expects to assist in the continual revision of the existing Metropolitan Transportation Plan (MTP) to conform to state and federal requirements, particularly those of the FAST Act, and the development of the updated long range plan.

#### C. PREVIOUS WORK

Staff assisted in the continuous revision of the 2015-2040 Laredo Metropolitan Transportation Plan.

## FY 2018 UPWP

### D. SUBTASKS

- 4.1 2015-2040 Laredo Metropolitan Transportation Plan (MTP) - assist in the ongoing revision of Metropolitan Transportation Plan. (Routine- work effort)
- 4.2 2020-2045 Laredo Metropolitan Transportation Plan (MTP) and FAST Act Compliance Project  
The current 2015-2040 MTP and TIP will be reviewed and amended in order to comply with the Fixing America’s Surface Transportation (FAST) Act requirements. Specifically, the review and amendments will address and achieve conformity with all FAST Act requirements. The existing MTP will also be updated to conform to state and federal requirements. This includes an evaluation of the existing transportation system, public transportation, environmental conditions and transportation needs and developing a financially constrained implementation plan. The project will include a land use and socioeconomic conditions and forecast element. (Non-routine work effort - To be conducted by consultant)
- ~~4.3 2020-2045 Laredo Metropolitan Transportation Plan (MTP) – Update existing MTP to conform to state and federal requirements. This includes an evaluation of the existing transportation system, public transportation, environmental conditions and transportation needs and developing a financially constrained implementation plan. The project will include a land use and socioeconomic conditions and forecast element. (Non-routine work effort – To be conducted by consultant)~~

### E. FUNDING & PARTICIPATION SUMMARY

#### Task 4.0 - FY 18

Subtask	Responsible Agency	Transportation Planning Funds (TPF) <sup>1</sup>	FTA Sect. 5307	Local	Total
4.1	LUTS	5,000	0	0	5,000
<u>4.2</u>	<u>LUTS</u>	<u>335,000</u>	<u>0</u>	<u>0</u>	<u>335,000</u>
4.2	LUTS	75,000	0	0	75,000
4.3	LUTS	250,000	0	0	250,000
<b>TOTAL</b>		<b>330,000</b>	<b>0</b>	<b>0</b>	<b>330,000</b>
<b><u>TOTAL</u></b>		<b><u>340,000</u></b>			<b><u>340,000</u></b>

<sup>1</sup> TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

### VI. TASK 5.0 - SPECIAL STUDIES

#### A. OBJECTIVE

To further the goals and objectives of the transportation planning process through special studies undertaken by MPO staff or consultants in support of existing or projected local needs. To maintain the transportation management systems required by federal and state regulations, to assist decision-makers



## FY 2018 UPWP

in selecting cost-effective strategies to improve the efficiency and safety of and protect the investment systems.

### **B. EXPECTED PRODUCTS**

These are specific studies and projects that address special problem areas or help promote and support transportation related topics.

### **C. PREVIOUS WORK**

The Downtown Signalization Study was completed in FY 2008, the Transit Development Plan was completed in FY 09, the McPherson Corridor Capacity and Mobility Analysis Project was completed in FY 10. In FY 11 both the Bus Rapid Transit Plan and the Del Mar Corridor Study were completed. In FY 2013, the Para-Transit Plan Update was completed. In FY 15, the 2015-2040 MTP, the TMA Certification Project, and the Congestion and Delay Study were completed. The Congestion Management Process (CMP) network and performance measures were adopted, and the Rail Road Quiet Zone study was completed. The Transit Plan Update of 2016, the transit Asset Management Plan of 2016 and a review and analysis of the transit marketing plan were all completed. In coordination with FHWA and TTI, the MPO conducted Bicycle and Pedestrian workshops in December of 2016, and June of 2017.

### **D. SUBTASKS**

- 5.1 2015 Quiet Zone Study Update – The update of the 2015 study is intended to: refresh the rail crossing data, gather updated traffic counts, and provide recommendations on safety infrastructure improvements and costs, necessary to meet the federal quiet zone safety thresholds, while minimizing, to the maximum extent possible, street closures in the downtown area. (Non-routine work effort - To be conducted by consultant- This is a carry-over project)
- 5.2 Outer Loop Alignment Study- Objective: The study will define alternative alignments, identify and assess potential environmental mitigation issues, include the requisite public outreach activities, and select a preferred alternative alignment for the Laredo Outer Loop. Expected Outcome: The study will identify a preferred alignment for corridor preservation and eventual construction of the proposed four-lane, controlled access, approximately 37 mile long facility identified as the Laredo Outer Loop. (Non-routine work effort - To be conducted by consultant. This is a carry-over project)
- 5.3 Long Range Freight Mobility Plan – Objective- The study will evaluate freight movement in the study in order to: identify freight mobility needs and challenges, develop goals and objectives to improve goods movement, evaluate the impact of freight movement on the regional economy, identify freight transportation facilities and investments necessary for economic growth, define freight policies and programs, and provide recommendations for short, mid-range and long term recommendations for infrastructure improvements. Expected Outcome- A study that will serve as an investment guide for freight mobility improvements in the region. (Non-routine work effort - To be conducted by consultant-This is a carryover project.)

**FY 2018 UPWP**

**E. FUNDING & PARTICIPATION SUMMARY**

**Task 5.0 - FY 18**

<b>Subtask</b>	<b>Responsible Agency</b>	<b>Transportation Planning Funds (TPF)<sup>1</sup></b>	<b>FTA Sect. 5307</b>	<b>Local</b>	<b>Total</b>
5.1	LUTS	50,000	0	0	50,000
5.2	LUTS	250,000	0	0	250,000
5.3	LUTS	250,000	0	0	250,000
<b>TOTAL</b>		<b>550,000</b>	<b>0</b>	<b>0</b>	<b>550,000</b>

<sup>1</sup> TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

**LAREDO URBAN TRANSPORTATION STUDY-- FY 18**

<b>UPWP Task</b>	<b>Description</b>	<b>TPF<sup>1</sup> Funds</b>	<b>FTA Sect. 5307</b>	<b>Local</b>	<b>Total Funds</b>
1.0	Administration-Management	120,000	0	0	120,000
2.0	Data Development and Maintenance	80,000	0	0	80,000
<u>2.0</u>	<u>Data Development and Maintenance</u>	<u>70,000</u>	<u>0</u>	<u>0</u>	<u>70,000</u>
3.0	Short Range Planning	20,000	0	0	20,000
4.0	Metropolitan Transportation Plan	330,000	0	0	330,000
<u>4.0</u>	<u>Metropolitan Transportation Plan</u>	<u>340,000</u>	<u>0</u>	<u>0</u>	<u>340,000</u>
5.0	Special Studies	550,000	0	0	550,000
<b>TOTAL</b>		<b>1,100,000</b>	<b>0</b>	<b>0</b>	<b>1,100,000</b>

<sup>1</sup> TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

Combined Transportation Planning Funds <sup>2</sup>	\$ 500,522.00
Estimated Unexpended Carryover	\$ 599,478.00
<b>TOTAL TPF</b>	<b>1,100,000.00</b>



**FY 2018 UPWP**

<sup>2</sup> Estimate based on prior years authorizations

FY 2018 UPWP

VII. APPENDICES

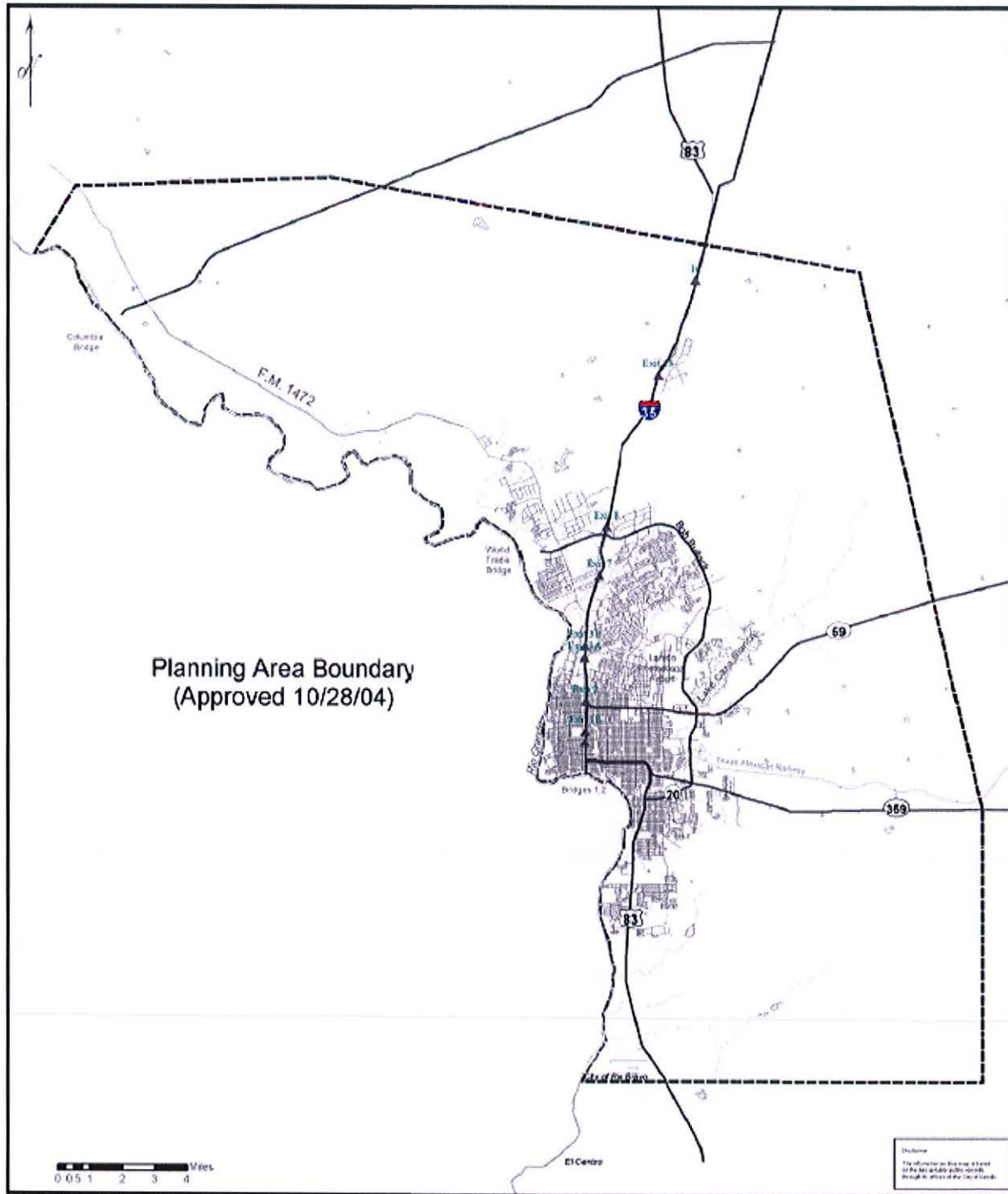
APPENDIX A - POLICY COMMITTEE

Honorable Pete Saenz	Mayor	City of Laredo
Honorable George Altgelt	City Councilmember	City of Laredo
Honorable Charlie San Miguel	City Councilmember	City of Laredo
Honorable Roberto Balli	City Councilmember	Laredo Mass Transit Board
Honorable Tano Tijerina	Webb County Judge	Webb County
Honorable John Galo	Webb County Commissioner	Webb County
Honorable Jaime Canales	Webb County Commissioner	Webb County
Ms. Melisa Montemayor	District Administrator	TxDOT
Mr. David Salazar P.E.	District Engineer	TxDOT
<b>**Ex-Officio**</b>		
Honorable Judith Zaffirini	Senator - District 21	State of Texas
Honorable Richard Raymond	Representative - District 42	State of Texas
Honorable Tracy O. King	Representative- District 80	State of Texas



APPENDIX B -METROPOLITAN AREA BOUNDARY MAP

# Laredo Metropolitan Planning Organization



APPENDIX C - DEBARMENT CERTIFICATION

NEGOTIATED CONTRACTS

- 1) The Laredo Urban Transportation Study (LUTS), as Contractor, certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity \* with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default.
- 2) Where the **Contractor** is unable to certify to any of the statements in this certification, such **Contractor** shall attach an explanation to this certification.

\* Federal, State, or Local

\_\_\_\_\_  
Chairperson, MPO Policy Committee  
Mayor City of Laredo

\_\_\_\_\_  
Date



FY 2018 UPWP

APPENDIX D - LOBBYING CERTIFICATION

CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Chairperson, MPO Policy Committee  
Mayor  
City of Laredo

\_\_\_\_\_  
Date

FY 2018 UPWP

APPENDIX E - CERTIFICATION OF COMPLIANCE

I, Pete Saenz, Chairperson of the Laredo Urban Transportation Study, a duly authorized representative of the Laredo Metropolitan Planning Organization (MPO), do hereby certify that the contract and procurement procedures that are in effect and used by the forenamed MPO are in compliance with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as it may be revised or superseded.

\_\_\_\_\_  
Chairperson, MPO Policy Committee  
Mayor  
City of Laredo

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jose A. Valdez, Jr.-  
City Secretary  
City of Laredo



**APPENDIX F - CERTIFICATION OF INTERNAL ETHICS AND COMPLIANCE PROGRAM**

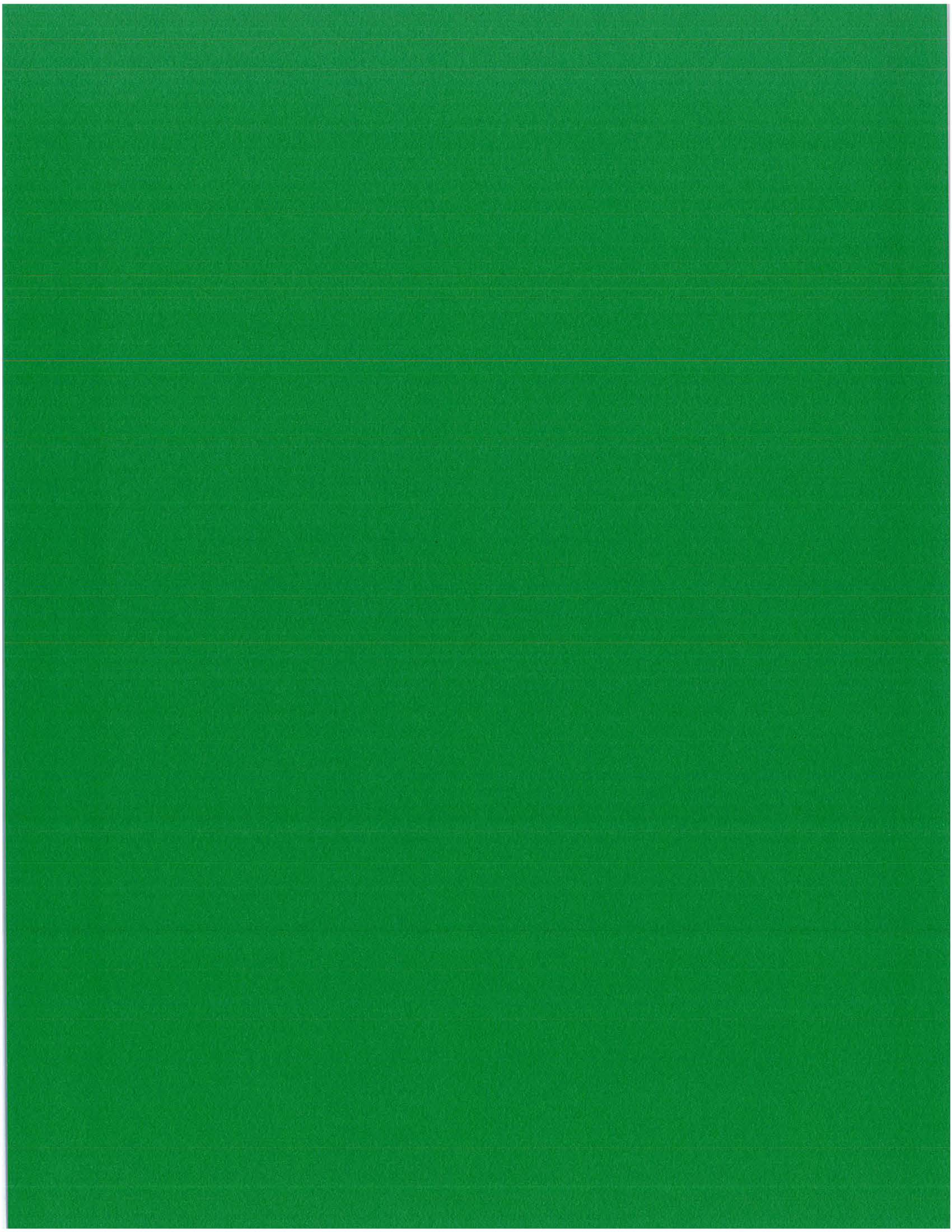
I, **Pete Saenz**, Chairperson of the Laredo Urban Transportation Study, a duly authorized officer/representative of the Laredo Metropolitan Planning Organization (MPO) do hereby certify that the forenamed MPO has adopted and does enforce an internal ethics and compliance program that is designed to detect and prevent violations of law, including regulations and ethical standards applicable to this entity or its officers or employees and that the internal ethics and compliance program satisfies the requirements of by 43 TAC § 31.39 “Required Internal Ethics and Compliance Program” and 43 TAC § 10.51 “Internal Ethics and Compliance Program” as may be revised or superseded.

\_\_\_\_\_  
Chairperson, MPO Policy Committee  
Mayor  
City of Laredo

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jose A. Valdez, Jr.-  
City Secretary  
City of Laredo





**ACTION ITEM**

<b>DATE:</b> 02-20-18	<b>SUBJECT:</b> Motion(s) Motion to authorize the execution of a Memorandum of Understanding (M.O.U.) between the Laredo Metropolitan Planning Organization, the Texas Department of Transportation and El Metro (the Laredo Public Transportation Operator), as required by 23 CFR 450.314, intended to provide specific provisions for cooperatively developing and sharing information related to the development of financial plans, the TIP, MTP, and performance based data and targets.	
<b>INITIATED BY:</b> Staff		<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning
<b>PREVIOUS COMMITTEE ACTION:</b> None.		
<b>BACKGROUND:</b> <p>The Fixing America's Surface Transportation Act (FAST Act) 23 CFR 450.314, stipulates that MPO's, the State and the Public Transportation Operators are required to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements. A single agreement between all responsible parties should be developed to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (MTP), the Transportation Improvement Program (TIP), and of the annual listing of obligated projects.</p> <p>The federal regulations also require that the MPO, State DOT, and the public transit provider shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS). (See attached M.O.U.)</p>		
<b>FINANCIAL IMPACT:</b> None		
<b>COMMITTEE RECOMMENDATION:</b> Approval		<b>STAFF RECOMMENDATION:</b> Approval

**MEMORANDUM OF UNDERSTANDING  
AMONG  
THE LAREDO METROPOLITAN PLANNING ORGANIZATION ("MPO"),  
THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") AND  
EL METRO, THE LAREDO PUBLIC TRANSPORTATION OPERATOR**

**WHEREAS**, the Fixing America's Surface Transportation Act (FAST Act) promulgated regulations 23 CFR 450.314, and

**WHEREAS**, the MPO, the State and the Public Transportation Operator(s) are required by 23 CFR 450.314 to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, and

**WHEREAS**, these responsibilities shall be clearly identified in written agreements among the MPO, the State and the Public Transportation Operator(s) serving the Metropolitan Planning Area (MPA), and

**WHEREAS**, to the extent possible, a single agreement between all responsible parties should be developed, and

**WHEREAS**, the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (MTP), the metropolitan Transportation Improvement Program ("TIP"), and development of the annual listing of obligated projects.

**WHEREAS**, the federal regulations require that the MPO, State DOT, and the public transit provider shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

**NOW THEREFORE**, the parties agree as follows:

1. **Purpose.** It is the purpose of this Memorandum of Understanding (MOU) to make provision for cooperative mutual responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning and Programming in the Laredo MPA and to provide a single agreement between the State of Texas acting through the Texas Department of Transportation (TxDOT), Laredo MPO, and El Metro, the Public Transportation Operator(s)] in accordance with current Federal Legislation and as required by 23 CFR 450.314.



## **2. Responsibilities of all parties.**

All parties will:

- a. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance based planning format and final form. Decide upon and adopt performance targets for this planning process in accordance with Federal and State requirements and guidance.
- b. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (“MTP”) and TIP.
- c. Ensure TxDOT, the Public Transportation Operator(s) and the MPO cooperatively develop a listing of projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.

## **3. Performance Based Planning & Programming**

- a. Developing transportation performance data
  - i. TxDOT will provide the MPO with a subset for their MPA of the state performance data used in developing statewide targets.
  - ii. If an MPO chooses to develop their own target for any measure, they will provide TxDOT with any supplemental data they utilize in association with the target-setting process.
- b. Selection of transportation performance targets
  - i. TxDOT will develop draft statewide federal performance targets in coordination with the applicable MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets one month prior to final statewide targets adoption.
  - ii. If the MPO chooses to adopt their own target for any measure, it will develop draft MPO performance targets in coordination with TxDOT.

Coordination methods will be at the discretion of the MPO, but TxDOT shall be provided an opportunity to provide comments on draft MPO performance targets prior to final approval.

c. Reporting of performance targets

- i. TxDOT performance targets will be reported to FHWA and FTA, as applicable. The MPO will be notified when TxDOT has reported final statewide targets.
- ii. MPO performance targets will be reported to TxDOT.
  1. For each target, the MPO will provide the following information no later than 180 days after the date TxDOT or the Public Transportation Operator establishes performance targets, or the date specified by federal code:
    - a. Written agreement to plan and program projects so that they contribute toward the accomplishment of TxDOT or Public Transportation Operator performance target, or;
    - b. Written notification that the MPO will set a quantifiable target for that performance measure for the MPO's planning area.
      - i. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
    - c. Documentation of the MPO's target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.
- iii. TxDOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
- iv. The MPO will include information outlined in 23 CFR 450.324 (g) (3-4) in any MTP amended or adopted after May 27, 2018, and information



outlined in 23 CFR 450.326 (d) in any TIP amended or adopted after May 27, 2018.

- v. Reporting of targets and performance by TxDOT and the MPO shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673
- d. Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO
  - i. TxDOT will provide the MPO with an update of the subset for their MPA of the state performance data used in developing statewide targets including prior performance data.
- e. The collection of data for the State asset management plans for the NHS
  - i. TxDOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.

#### **4. Responsibilities of the MPO**

The MPO will:

- a. Work in consultation with Public Transportation Operator(s) and TxDOT in developing the financial plan for the MTP.
- b. Work in consultation with Public Transportation Operator(s) and TxDOT in developing the financial plan for the TIP.
- c. Conduct Technical Committee and Policy Board meetings as required and necessary.
- d. In consultation with Public Transportation Operator(s) and TxDOT, update the MTP and TIP in accordance with State and Federal laws.
- e. Invite Transit Districts to participate in all public participation processes.
- f. Conduct comprehensive, cooperative and continuous transportation planning for the Laredo MPA.
- g. Establish necessary transportation performance targets, share information related to the performance data, and document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the

MPO MPA, if the MPO elects to develop quantifiable targets for performance measures for the MPO's planning area.

**5. Responsibilities of the Public Transportation Operator(s)**

The Public Transportation Operator(s) will:

- a. Work in consultation with the MPO in developing short-range and long-range plans for transit for inclusion in the MTP.
- b. Assist in validation of data used as input into the transportation plan.
- c. Work in consultation with the MPO and TxDOT in developing the financial plan for the MTP.
- d. Work in consultation with the MPO and TxDOT in developing the financial plan for the TIP.
- e. Provide the MPO with the annual list of transit obligated projects.
- f. Serve on the MPO Technical Committee and Policy Board as applicable.
- g. Notify the MPO of changes to projects that would affect the MTP or TIP.
- h. Invite the MPO to participate in all public participation processes.
- i. Establish transit asset management performance targets and share with the MPO and other interested parties.

**6. Responsibilities of TxDOT.**

- a. Work in consultation with Public Transportation Operator(s) and the MPO in developing the financial plan for the TIP and MTP.
- b. Assist in the validation of data used as input into the transportation plan.
- c. Provide the MPO with the annual list of obligated projects.
- d. Serve on the MPO Technical Committee and Policy Board.
- e. Notify the MPO of changes to projects that would affect the MTP or TIP.



- f. In consultation with the MPO and Transit District, update the MTP and TIP in accordance with State and Federal laws.
  - g. Work in consultation with the MPO and Public Transportation Operator(s) in developing short-range and long-range plans for transit for inclusion in the MTP and TIP.
7. **Term.** This Memorandum shall become effective as to each Party when fully executed by all parties. It shall remain in full force and effect until such time it is terminated in writing by one or all of the parties.
8. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this MOU, then the legal limitations are made a part of this MOU and shall operate to amend this MOU to the minimum extent necessary to bring this MOU into conformity with the requirements of the limitations, and so modified, this MOU shall continue in full force and effect.
9. **Governing Law and Venue.** This MOU shall be governed by the laws of the State of Texas. Venue for an action arising under this MOU shall lie exclusively in Travis County, Texas.
10. **Severability.** If a provision contained in this MOU is held invalid for any reason, the invalidity does not affect other provisions of the MOU and can be given effect without the invalid provision, and to this end the provisions of this MOU are severable.

**(SIGNATURE PAGE TO FOLLOW)**

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law.

\_\_\_\_\_  
Mayor Pete Saenz  
Chairperson of the MPO Policy Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Claudia San Miguel  
Public Transportation Operator  
General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
David M. Salazar  
Texas Department of Transportation  
District Engineer

Date: \_\_\_\_\_





**U.S. DEPARTMENT OF TRANSPORTATION**  
**FEDERAL TRANSIT ADMINISTRATION**      **FEDERAL HIGHWAY ADMINISTRATION**  
819 TAYLOR STREET, ROOM 14A02      300 E. 8TH STREET, ROOM 826  
FORT WORTH, TEXAS 76102-9003      AUSTIN, TEXAS 78701



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 |  
WWW.TXDOT.GOV

January 5, 2018

Compliance with Updated Metropolitan and Statewide  
Planning Rules (23 CFR Part 450)

Texas Metropolitan Planning Organizations:

The Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) issued final rulemaking on metropolitan and statewide planning on May 27, 2016. This rulemaking addressed changes to the metropolitan planning process stemming from MAP-21 and the FAST Act including Performance Based Planning. A checklist identifying these updated planning requirements, developed by FHWA and previously shared with Texas' MPOs is enclosed. In accordance with 23 CFR 450.340, MPO Transportation Improvement Program (TIP) updates and amendments, Metropolitan Transportation Plan (MTP) updates, Statewide Transportation Improvement Program (STIP) updates or revisions and transportation conformity determination actions completed after May 27, 2018 require that the TIP, MTP or STIP be compliant with the updated metropolitan and statewide planning rule. Additionally, the requirements of 23 CFR 450.340(a) are interpreted as applying to the adoption of Metropolitan Transportation Plan amendments after May 27, 2018. As such, FHWA/FTA and TxDOT are taking this opportunity to remind Texas' MPOs of the need to adequately address the planning requirements outlined in the enclosed checklist (See Enclosure No. 1). Additional information concerning the Performance Based Planning and Programming implementation schedule is enclosed (See Enclosure No. 2).

A specific requirement reflected in the checklist is that associated with 23 CFR 450.314 concerning the need for a written agreement among the MPO, the State DOT, and providers of public transportation within each metropolitan planning area, for conducting the metropolitan planning process. Under the final rulemaking, the MPO, the State(s), and the providers of public transportation should periodically review and update the written agreement, as appropriate, to

reflect effective changes (e.g., changes in Federal laws, regulations, and roles and responsibilities of partner agencies). 23 CFR 450.314(h) also requires a written agreement addressing performance-based planning.

Specifically, the final rule (23 CFR 450.314(h)) states that: *the MPO(s), the State(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see Section 450.306(d)), and the collection of data for the State asset management plan for the NHS.*

Below are three scenarios for purposes of addressing the requirements of 23 CFR 450.314:

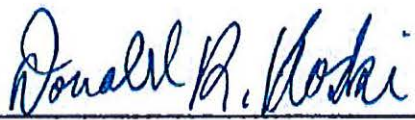
- **Scenario 1:** for those MPO areas without an existing written agreement in accordance with 23 CFR 450.314, the MPO should adopt a Memorandum of Understanding (MOU) (See MOU template, Enclosure No. 3) that includes the roles and responsibilities of the MPO, TxDOT, and Public Transit Operators for performance-based planning and other metropolitan planning requirements. Please note that the MOU template is being provided for informational purposes only. Also, in accordance with 23 CFR 450.314(h), the performance-based planning provisions required by this section may be documented as part of the metropolitan planning agreements required by 23 CFR 450.314 (a), (e) or (g), or in some other means outside of these agreements as determined cooperatively by the MPO, State and public transportation providers.
- **Scenario 2:** for those MPO areas with an existing written agreement in accordance with 23 CFR 450.314 (a-g), the MPO may amend the existing agreement among the MPO, TxDOT, and Public Transit Operators with the pertinent and relevant language regarding performance-based planning (as shown on pp 8-9 of the MOU template, Enclosure No. 3) or some other means as determined cooperatively by the MPO, State and public transportation providers, in accordance with 23 CFR 450.314(h).
- **Scenario 3:** for MPOs that have a written agreement that does not include all three parties (e.g., MPO, TxDOT, and the Public Transit Operators), the MPO should adopt an agreement including all three parties and the pertinent and relevant language regarding performance-based planning (as shown on pp 8-9 of the MOU template, Enclosure No. 3) or some other means as determined cooperatively by the MPO, State and public transportation providers, in accordance with 23 CFR 450.314(h).



As discussed during the November 9, 2017 TEMPO meeting, FHWA/FTA and TxDOT Transportation Planning and Programming Division will work with the MPOs individually to assure that the transportation planning process and written agreements meet the requirements as noted above.

Should you have any questions regarding this matter, please contact Jose Campos at (512) 536-5932 or Mike Leary of the FHWA Texas Division at (512) 536-5940; or Don Koski, FTA Region 6 at (817) 978-0571; or Peggy Thurin, TxDOT-TPP at (512) 486-5024; or Jack Foster TxDOT-TPP at (512) 486-5002.

Sincerely yours,



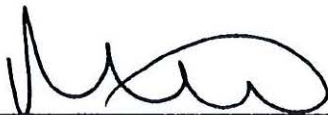
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Donald R. Koski, Director  
Planning and Programming Development  
Federal Transit Administration



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Michael T. Leary  
Director, Planning and Program  
Development



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Peter Smith, P.E.  
Director, Transportation Planning and  
Programming Division  
Texas Department of Transportation

Enclosures







**FAST ACT COMPLIANCE CHECKLIST FOR METROPOLITAN & STATEWIDE  
TRANSPORTATION PLANNING PROCESS**

*(Due on or after 05-27-18)*

- 1. Update Public Participation Plan (PPP) to include: a) public ports; b) private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefits program, parking cash-out program, shuttle program, or telework program). (Ref: 23 CFR 450.316(a))
- 2. Demonstrate consultation with agencies involved in: a) tourism; b) natural disaster risk reduction. (Ref: 23 CFR 450.316(b))
- 3. MPO(s), State(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to: a) transportation performance data; b) the selection of performance targets; c) the reporting of performance targets; d) the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO & the collection of data for the State asset management plan for the NHS. (Ref: 23 CFR 450.314(h))
- 4. Incorporate two new planning factors: a) Improve the resiliency and reliability of the transportation system and reduce or mitigate storm-water impacts of surface transportation; b) Enhance travel and tourism. (Ref: 23 CFR 450.206(a)(9&10) and 306(b)(9&10))
- 5. Include consideration of intercity buses (in both MTPs and Statewide Long-Range Transportation Plans). (Ref: 23 CFR 450.216(b) and 324(f)(2))
- 6. MTP includes an assessment of capital investment and other strategies to preserve the existing and future transportation system and reduce the vulnerability of the existing transportation infrastructure to natural disasters. (Ref: 23 CFR 450.324(f)(7))
- 7. MTP includes a description of the (Federally required) performance measures and performance targets used in assessing the performance of the transportation system. (Ref: 23 CFR 450.324(f)(3))
- 8. MTP includes a system evaluation report evaluating the condition and performance of the transportation system with respect to the (Federally required) performance targets including progress achieved by the MPO toward the performance targets. (Ref: 23 CFR 450.324(f)(4))
- 9. STIP/TIPs include (to the maximum extent practicable) a description of the anticipated effect of the STIP and TIP toward achieving the performance targets identified by the State in the long-range statewide transportation plan and by MPO in the MTP. (Ref: 23 CFR 450.218(q) and 326(d))
- 10. STIP/TIPs include a linkage from the investment priorities in the TIP/STIP to achievement of performance targets in the plans. (Ref: 23 CFR 450.218(q) and 326(d))
- 11. Statewide plan shall include a description of the performance measures & targets and a systems performance report assessing the performance of the transportation system. (Ref: 23 CFR 450.216(f)(1&2))
- 12. Statewide plan and STIP updates should apply asset management principles consistent with the State Asset Management Plan for the NHS and the Transit Asset Management Plan and the Public Transportation Safety Plan in the statewide planning process. (Ref: 23 CFR 450.208(e))

**Enclosure No. 1 - FAST Act Checklist for Metropolitan & Statewide  
Planning Process (for TIP/MTP Revisions and Conformity  
Determinations on or after 05-27-18)**





**Enclosure No. 2- Federal Transit Administration (FTA) Region VI and  
Federal Highway Administration (FHWA) Texas Division – Performance  
Based Planning and Programming (PBPP) Implementation Schedule  
Information (01/05/2018)**

The Federal Transit Administration (FTA) Region VI Office and Federal Highway Administration (FHWA) Texas Division Office would like to take this opportunity to remind TxDOT, MPOs and providers of public transportation of the need to adequately address the planning requirements identified in the final rule on metropolitan and statewide planning published in the Federal Register on May 27, 2016<sup>1</sup>. This final rule addresses changes to the metropolitan planning process stemming from Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and the Fixing America's Surface Transportation Act (FAST) including Performance Based Planning and Programming (PBPP). It provides that updates and amendments to the Transportation Improvement Program (TIP), Metropolitan Transportation Plan (MTP), Long-Range Statewide Transportation Plan, Statewide Transportation Improvement Program (STIP) and transportation conformity determination actions completed after May 27, 2018 must be compliant with the updated metropolitan and statewide planning rule.<sup>2</sup>

The final rule also provides that State(s), MPO(s), and providers of public transportation must jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS). These jointly written provisions can be documented either as part of the metropolitan planning agreements required under 23 CFR 450.314 or documented in some other means outside of the metropolitan planning agreements as determined cooperatively by the MPO(s), State(s), and providers of public transportation.

Similar to the other performance based planning requirements, State(s), MPO(s), and providers of public transportation are required to complete the jointly written provisions in accordance with the phase in schedules described in the planning final rule<sup>3</sup>.

---

<sup>1</sup> 23 CFR Parts 450 and 771 and 49 CFR Part 613 (Metropolitan Transportation Planning and Statewide and Non-metropolitan Transportation Planning)

<sup>2</sup> STIP and TIP administrative modifications are exceptions per 23 CFR 450.226(d) and 23 CFR 450.340(d).

<sup>3</sup> § 450.340 Phase-in of new requirements.

With respect to FHWA safety performance measures and targets<sup>4</sup>, written provisions are due **May 27, 2018** (2 years after the publication date of the planning rule). With respect to the FHWA's Pavement and Bridge performance measures (PM-2 Rule<sup>5</sup>) and system performance measures (PM-3 Rule<sup>6</sup>), jointly written provisions are due **May 20, 2019** (two years after the effective date of those rules). With respect to the greenhouse gas performance measure, written provisions would be due September 28, 2019, two years after the effective date of September 28, 2017. For additional information on the schedule to implement the FHWA performance measures, please see <https://www.fhwa.dot.gov/tpm/rule/timeline.pdf>.

The jointly written provisions to address FTA's Transit Asset Management/State of Good Repair (TAM/SGR) performance measures must be completed by **October 1, 2018** (two years after the effective date of the TAM rule<sup>7</sup>). As information on transit asset conditions as reported by providers of public transportation to the National Transit Database (NTD) will not be available until October 2019, they will need to provide this information directly to their MPO. The schedule to address FTA's transit safety performance measures will be provided once the Public Transportation Agency Safety Plan Final Rule is published.

The FHWA Division Office and the FTA Regional Office will work with the MPOs individually to assure that the transportation planning process and jointly written provisions on performance measures and targets meet the requirements as noted above. Should you have any questions regarding this matter, please contact Jose Campos, FHWA at (512) 536-5932 or Don Koski, FTA at (817) 978-0571.

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<sup>4</sup> 23 CFR Part 490

<sup>5</sup> 23 CFR Part 490

<sup>6</sup> 23 CFR Part 490

<sup>7</sup> 49 CFR Parts 625 and 630



**Enclosure No. 3- Memorandum of Understanding Among MPO(s),  
TxDOT, and Public Transportation Operators (for TIP/MTP Revisions and  
Conformity Determinations on or after 05-27-18)**

**MEMORANDUM OF UNDERSTANDING**

**AMONG  
THE \_\_\_\_\_ METROPOLITAN PLANNING ORGANIZATION ("MPO"),  
THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT") AND  
THE \_\_\_\_\_ PUBLIC TRANSPORTATION OPERATOR**

**WHEREAS**, the Fixing America's Surface Transportation Act (FAST Act) promulgated regulations 23 CFR 450.314, and

**WHEREAS**, the MPO, the State and the Public Transportation Operator(s) are required by 23 CFR 450.314 to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, and

**WHEREAS**, these responsibilities shall be clearly identified in written agreements among the MPO, the State and the Public Transportation Operator(s) serving the Metropolitan Planning Area (MPA), and

**WHEREAS**, to the extent possible, a single agreement between all responsible parties should be developed, and

**WHEREAS**, the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (MTP), the metropolitan Transportation Improvement Program ("TIP"), and development of the annual listing of obligated projects.

*[If, in nonattainment or maintenance areas, the MPO is not the designated agency for air quality planning under section 174 of the Clean Air Act (42 U.S.C. 7504), insert the following **whereas statement**]*

**WHEREAS**, the MPO and the designated air quality planning agency entered into a written agreement on \_\_\_\_\_ [insert effective date of agreement] describing their respective roles and responsibilities for air quality related transportation planning.

*[If more than one MPO has been designated to serve an MPA, insert the following whereas]*

**WHEREAS**, TxDOT, the MPOs [name MPOs], and the public transportation operator(s) entered into a written agreement on \_\_\_\_\_ [insert effective date of agreement] describing how the MPOs shall coordinate data collection, analysis, and planning assumptions across the MPA to ensure the development of consistent MTPs and TIPs with respect to that transportation improvement.

*[If more than one MPO serves an MPA, where the MPA includes a UZA that has been designated a TMA in addition to an UZA that is not designated a TMA, include the following whereas]*

**WHEREAS**, [Name of MPO] MPO, designated as a Transportation Management Area (TMA), entered into a written agreement on [insert effective date of agreement] with the [Name of MPO] with which it overlaps the MPA boundaries, describing the roles and responsibilities of each MPO in meeting specific TMA requirements

**WHEREAS**, the federal regulations require that the MPO, State DOT, and the public transit provider shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

**NOW THEREFORE**, the parties agree as follows:

1. **Purpose.** It is the purpose of this Memorandum of Understanding (MOU) to make provision for cooperative mutual responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning and Programming in the \_\_\_\_\_ MPA and to provide a single agreement between the State of Texas acting through the Texas Department of Transportation (TxDOT), \_\_\_\_\_ MPO, and \_\_\_\_\_ [list Public Transportation Operator(s)] in accordance with current Federal Legislation and as required by 23 CFR 450.314.

2. **Responsibilities of all parties.**

All parties will:

- a. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance based planning format and final form. Decide upon and adopt performance targets for this



planning process in accordance with Federal and State requirements and guidance.

- b. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (“MTP”) and TIP.
- c. Ensure TxDOT, the Public Transportation Operator(s) and the MPO cooperatively develop a listing of projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.
- d. Ensure that the UPWP will detail and document these responsibilities, deliverables and associated costs.

### **3. Performance Based Planning & Programming**

- a. Developing transportation performance data
  - i. TxDOT will provide the MPO with a subset for their MPA of the state performance data used in developing statewide targets.
  - ii. If an MPO chooses to develop their own target for any measure, they will provide TxDOT with any supplemental data they utilize in association with the target-setting process.
- b. Selection of transportation performance targets
  - i. TxDOT will develop draft statewide federal performance targets in coordination with the applicable MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets one month prior to final statewide targets adoption.
  - ii. If the MPO chooses to adopt their own target for any measure, it will develop draft MPO performance targets in coordination with TxDOT. Coordination methods will be at the discretion of the MPO, but TxDOT

shall be provided an opportunity to provide comments on draft MPO performance targets prior to final approval.

c. Reporting of performance targets

- i. TxDOT performance targets will be reported to FHWA and FTA, as applicable. The MPO will be notified when TxDOT has reported final statewide targets.
- ii. MPO performance targets will be reported to TxDOT.
  1. For each target, the MPO will provide the following information no later than 180 days after the date TxDOT or the Public Transportation Operator establishes performance targets, or the date specified by federal code:
    - a. Written agreement to plan and program projects so that they contribute toward the accomplishment of TxDOT or Public Transportation Operator performance target, or;
    - b. Written notification that the MPO will set a quantifiable target for that performance measure for the MPO's planning area.
      - i. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
    - c. Documentation of the MPO's target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.
- iii. TxDOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.



- iv. The MPO will include information outlined in 23 CFR 450.324 (g) (3-4) in any MTP amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any TIP amended or adopted after May 27, 2018.
  - v. Reporting of targets and performance by TxDOT and the MPO shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673
- d. Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO
- i. TxDOT will provide the MPO with an update of the subset for their MPA of the state performance data used in developing statewide targets including prior performance data.
- e. The collection of data for the State asset management plans for the NHS
- i. TxDOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.

#### **4. Responsibilities of the MPO**

The MPO will:

- a. Work in consultation with Public Transportation Operator(s) and TxDOT in developing the financial plan for the MTP.
- b. Work in consultation with Public Transportation Operator(s) and TxDOT in developing the financial plan for the TIP.
- c. Conduct Technical Committee and Policy Board meetings as required and necessary.
- d. In consultation with Public Transportation Operator(s) and TxDOT, update the MTP and TIP in accordance with State and Federal laws.
- e. Invite Transit Districts to participate in all public participation processes.
- f. Conduct comprehensive, cooperative and continuous transportation planning for the \_\_\_\_\_ MPA.

- g. Establish necessary transportation performance targets, share information related to the performance data, and document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the MPO MPA, if the MPO elects to develop quantifiable targets for performance measures for the MPO's planning area.

**5. Responsibilities of the Public Transportation Operator(s)**

The Public Transportation Operator(s) will:

- a. Work in consultation with the MPO in developing short-range and long-range plans for transit for inclusion in the MTP.
- b. Assist in validation of data used as input into the transportation plan.
- c. Work in consultation with the MPO and TxDOT in developing the financial plan for the MTP.
- d. Work in consultation with the MPO and TxDOT in developing the financial plan for the TIP.
- e. Provide the MPO with the annual list of transit obligated projects.
- f. Serve on the MPO Technical Committee and Policy Board as applicable.
- g. Notify the MPO of changes to projects that would affect the MTP or TIP.
- h. Invite the MPO to participate in all public participation processes.
- i. Establish transit asset management performance targets and share with the MPO and other interested parties.

**6. Responsibilities of TxDOT.**

- a. Work in consultation with Public Transportation Operator(s) and the MPO in developing the financial plan for the TIP and MTP.
- b. Assist in the validation of data used as input into the transportation plan.
- c. Provide the MPO with the annual list of obligated projects.



- d. Serve on the MPO Technical Committee and Policy Board.
  - e. Notify the MPO of changes to projects that would affect the MTP or TIP.
  - f. In consultation with the MPO and Transit District, update the MTP and TIP in accordance with State and Federal laws.
  - g. Work in consultation with the MPO and Public Transportation Operator(s) in developing short-range and long-range plans for transit for inclusion in the MTP and TIP.
7. **Term.** This Memorandum shall become effective as to each Party when fully executed by all parties. It shall remain in full force and effect until such time it is terminated in writing by one or all of the parties.
8. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this MOU, then the legal limitations are made a part of this MOU and shall operate to amend this MOU to the minimum extent necessary to bring this MOU into conformity with the requirements of the limitations, and so modified, this MOU shall continue in full force and effect.
9. **Governing Law and Venue.** This MOU shall be governed by the laws of the State of Texas. Venue for an action arising under this MOU shall lie exclusively in Travis County, Texas.
10. **Severability.** If a provision contained in this MOU is held invalid for any reason, the invalidity does not affect other provisions of the MOU and can be given effect without the invalid provision, and to this end the provisions of this MOU are severable.

**(SIGNATURE PAGE TO FOLLOW)**

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law.

\_\_\_\_\_  
Chairperson of the MPO Policy Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Public Transportation Operator  
General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Texas Department of Transportation  
District Engineer

Date: \_\_\_\_\_

**Approved as to Content:**

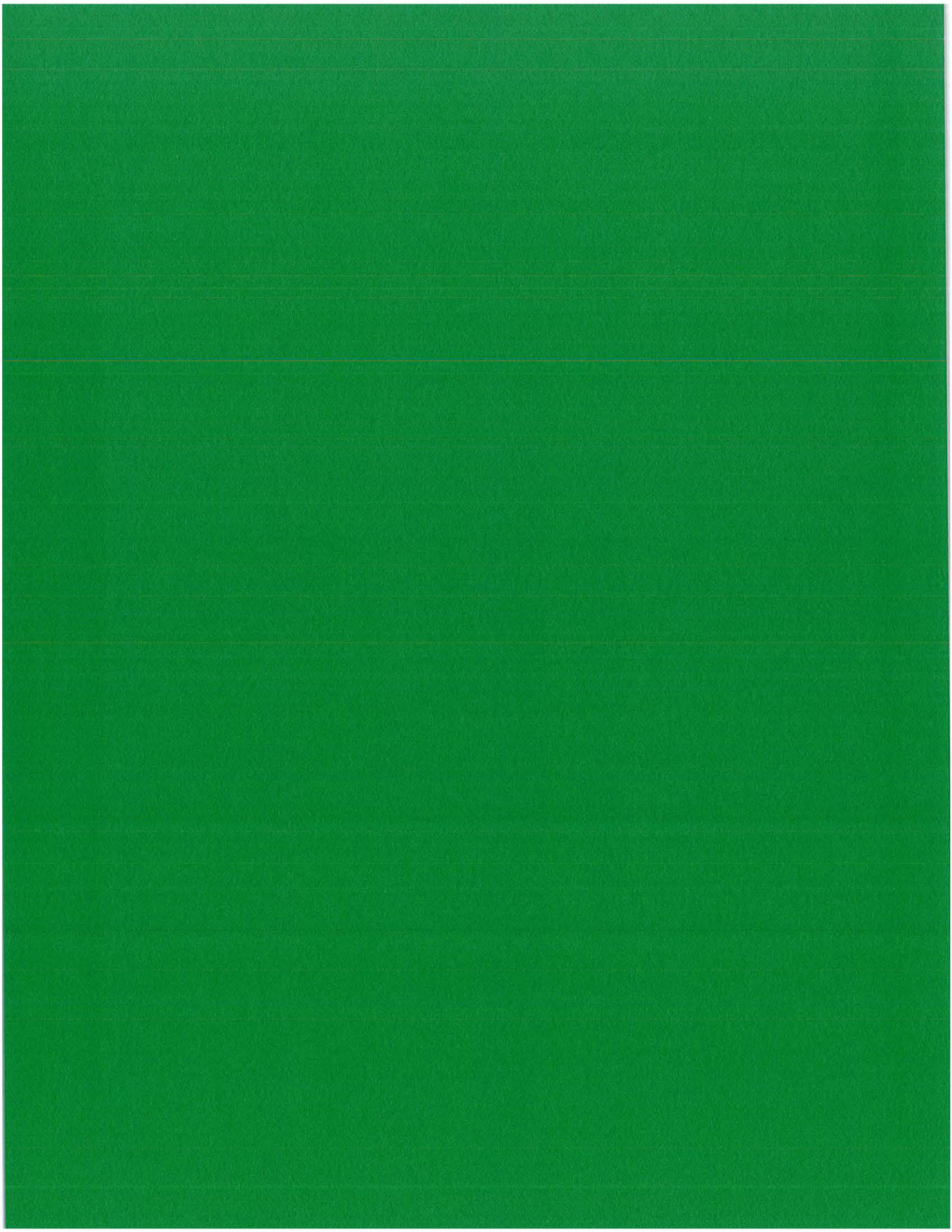
\_\_\_\_\_  
Director  
Metropolitan Planning Organization



Appendices:

- A. Safety Performance Measures
- B. Highway Safety Improvement Program
- C. FHWA Pavement and Bridge Performance Measures
- D. FHWA System Performance Measures
  - a. NHS
  - b. Freight
  - c. CMAQ
- E. FTA Transit Asset Management
- F. FTA Agency Safety Plan

[Recommend inclusion of a summary describing the anticipated purpose, content and structure of the appendices.]





**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b>  02-20-18	<b>SUBJECT: RESOLUTION</b> Receive public testimony and approve Resolution No. MPO 2018-03, adopting and supporting the Texas Department of Transportation's 2018 targets for the five federal Safety Performance Measures, as listed below:					
	<b>2018 Safety Targets</b>	<b>Number of Fatalities (FARS/CRIS/ARF DATA)</b>	<b>Rate of Fatalities (FARS/CRIS/ARF DATA)</b>	<b>Number of Serious Injuries (FARS/CRIS DATA)</b>	<b>Serious Injury Rate (CRIS DATA)</b>	<b>Total Number of Non-Motorized Fatalities and Serious Injuries (FARS/CRIS DATA)</b>
	2014	3,536	1.45	17,133	7.05	1,893
	2015	3,516	1.36	17,096	6.62	2,023
	2016	3,775	1.44	17,578	6.71	2,304
	2017	3,801	1.45	17,890	6.68	2,224
	2018 Target	3,891	1.46	18,130	6.64	2,309
	2018 Target as a 5 year Average:	3,704	1.43	17,565	6.74	2,151
<b>INITIATED BY:</b> Staff			<b>STAFF SOURCE:</b> Nathan Bratton, MPO Director			
<b>PREVIOUS ACTION:</b> None						
<p><b>BACKGROUND:</b> Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), surface transportation legislation, required that metropolitan and statewide transportation planning processes incorporate performance goals, measures, and targets into the process of identifying needed transportation improvements and project selection. Fixing America's Surface Transportation Act of 2015 (FAST Act), continued the requirements established by MAP-21, and stipulated that States and MPOs must:</p> <ul style="list-style-type: none"> <li>• use a set of federally established performance measures; and,</li> <li>• set targets and monitor progress for each of the performance measures.</li> </ul> <p>The federally established Safety Performance measures are as follows:</p> <ol style="list-style-type: none"> <li>1. Number of Fatalities,</li> <li>2. Rate of Fatalities per 100 million Vehicle Miles Traveled (VMT),</li> <li>3. Number of Serious Injuries,</li> <li>4. Rate of Serious Injuries per 100 million VMT, and</li> <li>5. Number of Non- Motorized Fatalities and Non-Motorized Serious Injuries, and</li> </ol> <p>The Texas Department of Transportation has officially adopted the safety targets, listed above, in the Highway Safety Improvement Program annual report dated August 31, 2017, and has adopted identical safety targets for number of fatalities, rate of fatalities and number of serious injuries as set forth in the Highway State Strategic Plan (HSSP).</p>						
<b>COMMITTEE RECOMMENDATION:</b> The LUTS Technical Committee recommends approval.			<b>STAFF RECOMMENDATION:</b> Staff recommends approval.			

**RESOLUTION NO. MPO 2018-03**

BY THE LAREDO URBAN TRANSPORTATION STUDY  
METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

**ADOPTING THE TARGETS FOR SAFETY PERFORMANCE MEASURES  
ESTABLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Laredo Urban Transportation Study (LUTS), is the designated Metropolitan Planning Organization (MPO) for the Laredo Urban Area, and,

**WHEREAS**, Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), required metropolitan and statewide transportation planning processes include the incorporation of performance goals, measures, and targets into the process of identifying needed transportation improvements and project selection; and,

**WHEREAS**, Fixing America's Surface Transportation Act of 2015 (FAST Act), continued the requirements established by MAP-21, and stipulated that States and MPOs must: use a set of federally established performance measures, set targets and monitor progress for each of the performance measures

**WHEREAS**, the Texas Department of Transportation has established targets for 5 Safety Performance measures based on five year rolling averages as follows:

1. Number of Fatalities,
2. Rate of Fatalities per 100 million Vehicle Miles Traveled (VMT),
3. Number of Serious Injuries,
4. Rate of Serious Injuries per 100 million VMT, and
5. Number of Non- Motorized Fatalities and Non-Motorized Serious Injuries; and,

**WHEREAS**, the Texas Department of Transportation has officially adopted the safety targets in the Highway Safety Improvement Program annual report dated August 31, 2017, and has adopted identical safety targets for number of fatalities, rate of fatalities and number of serious injuries as set forth in the Highway State Strategic Plan (HSSP); and,

**NOW THEREFORE BE IT RESOLVED**, by the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization for the Laredo urban area, that:

Section 1: The Laredo MPO agrees to adopt and support the Texas Department of Transportation 2018 targets for the five safety performance measures as listed below:



**Safety Performance Targets For FY 2018**

<b>2018 Safety Targets</b>	<b>Number of Fatalities (FARS/CRIS/ARF DATA)</b>	<b>Rate of Fatalities (FARS/CRIS/ARF DATA)</b>	<b>Number of Serious Injuries (FARS/CRIS DATA)</b>	<b>Serious Injury Rate (CRIS DATA)</b>	<b>Total Number of Non-Motorized Fatalities and Serious Injuries (FARS/CRIS DATA)</b>
2014	3,536	1.45	17,133	7.05	1,893
2015	3,516	1.36	17,096	6.62	2,023
2016	3,775	1.44	17,578	6.71	2,304
2017	3,801	1.45	17,890	6.68	2,224
2018 Target	3,891	1.46	18,130	6.64	2,309
2018 Target as a 5 year Average:	3,704	1.43	17,565	6.74	2,151

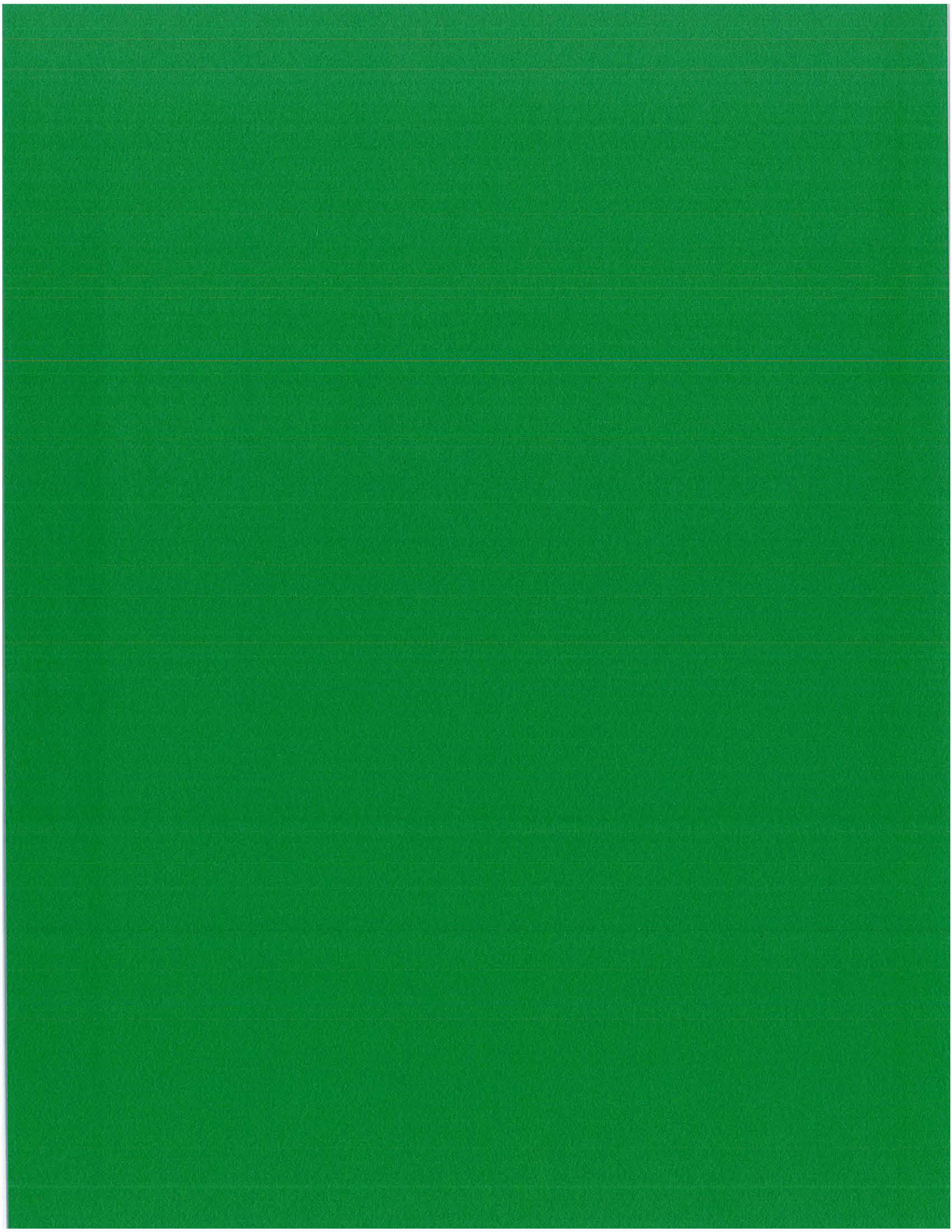
Section 2      The MPO agrees to plan and program projects that contribute to the accomplishment of said targets:

We certify that the above resolution was adopted on February 20, 2018, at a public meeting of the Policy Committee of the Laredo Urban Transportation Study.

\_\_\_\_\_  
 Honorable Pete Saenz  
 Mayor of Laredo and Chairperson of the  
 MPO Policy Committee

\_\_\_\_\_  
 Nathan Bratton  
 MPO Director

\_\_\_\_\_  
 David M. Salazar,  
 TxDOT, District Engineer





**ACTION ITEM**

<b>DATE:</b> 02-20-18	<b>SUBJECT: MOTION</b> Receive public testimony and approve a Motion authorizing the award and execution of a contract in the amount of \$46,400 with Kimley-Horn and Associates for the development of the update of the 2015 Kansas City Southern Railroad Quiet Zone Study.
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Nathan Bratton, MPO Director
<b>PREVIOUS ACTION:</b> None	
<b>BACKGROUND:</b>  The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO during each fiscal period. The of the Laredo MTP Update and FAST Act Compliance Project is an objective of the 2018 Unified Planning Work Program, adopted by the MPO in Subtask 5.1.  <u>5.1 Update of the 2015 Quiet Zone Study</u> Objective: The update of the Study is intended to: refresh the rail crossing date, gather updated traffic counts, and provide recommendations on safety infrastructure improvements and costs, necessary to meet the federal quiet zone safety thresholds, while minimizing, to the maximum extent possible, street closures in the downtown area.  Procurement was conducted according to both MPO and City of Laredo procurement processes for projects with cost estimates below \$50,000.  <u>The consultant proposes:</u> Fee.....\$46,400 Schedule.....4 months from initiation of project. Scope of Work.....See attached scope of work.	
<b>FINANCIAL IMPACT:</b> The MPO has budgeted \$50,000 for this project using federal planning grant (PL112) funds.	
<b>STAFF RECOMMENDATION:</b> Approval	

**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 of the update of the 2015 Kansas City Southern Railroad Quiet Zone Study.

**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 update of the 2015 Kansas City Southern Railroad Quiet Zone Study 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 and the District Engineer of the Texas Department of Transportation ("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 update of the 2015 Kansas City Southern Railroad Quiet Zone Study is approved in the FY 2018 Unified Planning Work Program pursuant to the requirements of Fixing America's Surface Transportation (FAST) Act; and,



**WHEREAS**, CDM Smith, Inc. is a professional corporation, incorporated in Texas whose local place of business is 10814 Jollyville Rd. Bldg. 4, 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 the update of the 2015 Kansas City Southern Railroad Quiet Zone Study.

**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 by February 28, 2019 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. Attachment B 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 \$46,400 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, TX 78040

Andrew VanLeeuwen  
Kimley-Horn and Associates, Inc.  
10814 Jollyville Rd., Bldg., 4, Ste. 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 of 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 contact 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

\_\_\_\_\_  
Andrew VanLeeuwen, Principal-in-Charge  
Kimley-Horn and Associates, Inc.



Mr. Nathan Bratton  
Director  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
1120 San Bernardo  
Laredo, Texas 78040

January 30, 2018

**RE: *Proposal – KCSR Quiet Zone Study Update.***

Dear Mr. Bratton:

Kimley-Horn and Associates, Inc. ("Kimley-Horn", "K-H", or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Laredo Urban Transportation Study, Metropolitan Planning Organization ("Client") for updating the Quiet Zone Study prepared in November 2015. Our project understanding, scope, schedule, and fee are below.

### **Project Understanding**

In May of 2013, the Laredo Urban Transportation Study (LUTS) issued a Request For Qualifications to conduct a Railroad Quiet Zone Study for the 34 at grade crossings on the Kansas City Southern Railroad (KCSR) inside the city limits of Laredo. This study was completed in November 2015 and recommended the closing of seven crossings that currently do not qualify for a Quiet Zone due to the absence of gates and circuitry. There is concern about closing five of the crossings in the downtown area. The crossing at Zaragosa Street encompasses several rail lines and would not be eligible for quad gates, so it will be removed from the Quiet Zone. This project would update the study to show the impacts of keeping the remaining four downtown crossings open by installing quad gates at each.

### **Scope of Services**

The Federal Railroad Administration (FRA) has indicated that the traffic counts taken in 2014 would need to be updated for a formal Quiet Zone request. Kimley-Horn will gather updated traffic counts and train data for a full update to the 2015 study and preparation of a Quiet Zone request to the FRA. K-H will provide the services specifically set forth below in Tasks 1 and 2.

### **Task 1 – Update Study and Report**

#### ***Data Collection***

K-H will update the data collected for the original study as follows:

- Field review of each crossing to make sure changes haven't been made since the original diagnostic team visits.
- Obtain updated daily traffic counts at each of the 33 remaining crossings (Zaragosa will not be in the updated study). Three day counts (consecutive Tuesday, Wednesday, and Thursday) will be collected at each location.
- Obtain updated train data from KCSR.

**Attachment A&B**



***Analysis Update***

K-H will update the crossing data in the FRA Safety Calculator with new traffic count and train data. A quiet zone request will be generated using the data from this online tool. Two scenarios will be studied. The first will include the entire length of the line, from north of Zaragosa Street to Arkansas Avenue. The second scenario will consider two separate quiet zones, with one being the crossings downtown and the second being the crossings east of IH 35. The Zaragosa Street crossing will not be included in either analysis.

***Report Update***

The Consultant will update the 2015 study report and submit a draft final document for review by the Client. Five (5) 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 Policy Committee to outline study findings and solicit comments for inclusion in the final report.

K-H will address one set of review comments and prepare a final document. Ten (10) copies of this report will be provided, along 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:**

- Five (5) copies of the Draft Report
- Ten (10) copies of the Final Report
- Electronic copy of the final report, in PDF format

***Presentations***

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

- LUTS Policy Committee
- Laredo City Council

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

Deliverables and Meetings: - Two presentations

**Task 2 – Public Outreach**

K-H 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. Presentation exhibits and meeting notices will be in both English and Spanish.

K-H will present the final report to Client staff. The Client will be responsible for meeting logistics (i.e. providing meeting space, advertising the meeting, notifying attendees, etc.) For budgeting purposes,

it is assumed that the staff meeting and Public Meeting will occur on the same calendar day. The following presentations are included:

- One staff presentation and workshop. – Stakeholders will include other city departments and agencies as determined by the Client.
- One Public Meeting – K-H will 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.

Deliverables and Meetings: - Two presentations in one day

**INFORMATION TO BE PROVIDED BY CLIENT**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

**SCHEDULE**

K-H will provide our services as expeditiously as practicable. K-H will perform in-field observations within two weeks of receiving a signed copy of this proposal. Updated traffic counts and train data will be collected within thirty (30) working days of field observations. K-H will submit a draft of the updated study report within thirty (30) working days following receipt of the traffic counts. Presentations and Public Involvement will be conducted on a mutually agreeable schedule following acceptance of the final report.

**FEES**

Kimley-Horn will perform the services described in this Scope of Services for the budget below:

Task	Description	Fee Type	Budget
1	Study Update	Lump Sum	\$ 23,600
2	Public Involvement	Lump Sum	<u>\$ 10,500</u>
	Labor Fees Subtotal		\$ 32,700
<b>Expenses</b>			
	Travel Costs		\$ 2,400
	Traffic Counts		<u>\$ 11,300</u>
	Expense Subtotal		\$ 13,700
<b>Total</b>			<b>\$ 46,400</b>

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Expenses will not exceed the budget above without written authorization from the Client.



**Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Laredo contract, which are incorporated by reference. As used in the contract, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Laredo Urban Transportation Study, Metropolitan Planning Organization.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Brian D. Van De Walle, PE PTOE  
Project Manager



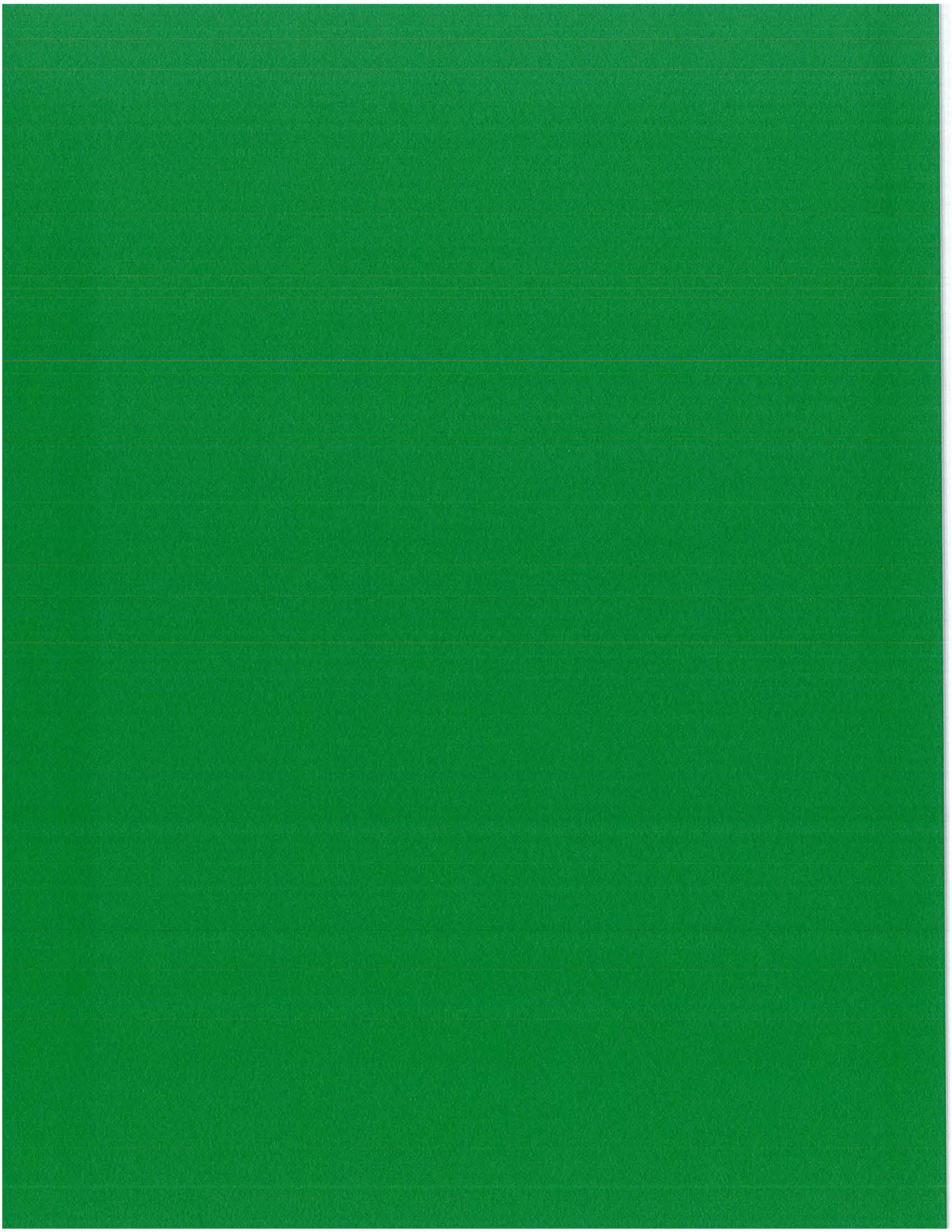
Brian C. Boecker  
Vice President

**Laredo Urban Transportation Study, Metropolitan Planning Organization**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name and Title)

Attachment A&B





**ACTION ITEM**

<b>DATE:</b> 02-20-18	<b>SUBJECT: MOTION</b> Receive public testimony and approve a Motion authorizing the award and execution of a contract in the amount of \$335,000.00 with CDM Smith for the development of the Laredo Metropolitan Plan Update and FAST Act Compliance Project.
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Nathan Bratton, MPO Director
<b>PREVIOUS ACTION:</b> On 12-18-17, The Policy Committee approved a Motion to accept the ranking for the firms that submitted proposals in response to the Request for Qualification (RFQ) and approved the selection of a professional services provider, and authorized Staff to enter into negotiations.	
<b>BACKGROUND:</b>  The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO during each fiscal period. The of the Laredo MTP Update and FAST Act Compliance Project are objectives of the 2018 Unified Planning Work Program as adopted by the MPO in the UPWP's Subtasks 4.2 and 4.3  <u>4.2 FAST Act Compliance Project</u> Objective: The MTP and TIP will be reviewed and amended in order to comply with the Fixing America's Surface Transportation (FAST) Act requirements.  <u>4.3 2020-2045 Laredo Metropolitan Transportation Plan (MTP)</u> Objective: Update existing MTP to conform to state and federal requirements. This includes an evaluation of the existing transportation system, public transportation, environmental conditions and transportation needs and developing a financially constrained implementation plan. The project will include a land use and socioeconomic conditions forecast element.  <u>Firms that submitted proposals as ranked by the Selection Committee:</u> <ol style="list-style-type: none"><li>1. CDM Smith</li><li>2. Alliance Transportation</li></ol> <u>The consultant proposes:</u> Fee.....\$335,000 Schedule.....18 months (estimated completion date September 2019) Scope of Work.....See attached scope of work.	
<b>FINANCIAL IMPACT:</b> The MPO has budgeted \$335,000 for these projects using federal planning grant (PL112) funds.	
<b>STAFF RECOMMENDATION:</b> TxDOT and MPO staff reviewed the scope, fee and schedule and recommend approval.	

**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 CDM Smith, Inc., hereinafter called the Consultant, For Professional Services in the Development of the Laredo Metropolitan Transportation Plan Update and FAST Act Compliance Project

**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 Laredo Metropolitan Transportation Plan Update and FAST Act Compliance Project 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 and the District Engineer of the Texas Department of Transportation ("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 Laredo Metropolitan Transportation Plan Update and FAST Act Compliance Project are approved in the FY 2018 Unified Planning Work Program pursuant to the requirements of Fixing America's Surface Transportation (FAST) Act; and,



**WHEREAS**, CDM Smith, Inc. is a professional corporation, incorporated in Texas whose local place of business is 11490 Westheimer Rd, Ste. 700, Houston TX 77077; 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 the Laredo Metropolitan Transportation Plan Update and FAST Act Compliance Projects.

**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 March 31, 2020 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. Attachment B 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 \$335,000 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, TX 78040

Sean P. Tenney  
CDM Smith  
11490 Westheimer Rd., Suite 700  
Houston, TX. 77077

## **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 of 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 contact 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 CDM Smith, Inc., have executed this agreement in duplicate originals, each of equal dignity.

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2018.

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Pete Saenz, Chairman  
MPO Policy Committee

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Sean P. Tenney, Principal-in-Charge  
CDM Smith

# Laredo 2045 Metropolitan Transportation Plan

## Scope of Work

### Project Scope

The project scope is organized into seven general tasks for project management, updating the current 2040 MTP to FAST Act requirements, development of the 2045 MTP, final project closeout, and implementation of the MTP and its Measures of Effectiveness (MOEs).

**Task 1: Project Management**

**Task 2: Review and Update the 204 MTP and current TIP for Compliance with the Latest Regulations**

**Task 3: Public Participation**

**Task 4: Project Evaluation**

**Task 5: Revenue Forecasts and Final Prioritized Project Listing**

**Task 6: Development of the MTP Document**

**Task 7: Implementation of the Plan and Measures of Effectiveness**

### Task 1: Project Management

The management of project activities will ensure the efficient and timely delivery of all study deliverables that are complete. CONSULTANT will work towards these objectives through the following set of activities:

**Task 1.1: Project Management Plan and Schedule**

*Project Management Plan* – CONSULTANT will develop a Project Management Plan to serve as a guide for conducting the project and identifying the required tasks and products, the proposed public participation strategies, the schedule of work, project meetings, public meetings, and major milestones and deliverables. The project schedule will recognize the need to update the current 2040 MTP and TIP to achieve compliance with the FAST ACT no later than May 27, 2018.

*QA/QC Process* - CONSULTANT's primary strategy of quality control is to assign the right people to each task so that all work is correct and complete the first time. The defined QA/QC process for checking work requires a minimum of two rounds of internal review of all deliverables before submittal to the MPO. This process will be tracked for each deliverable in a QA/QC checklist. All comments received from the MPO will be tracked as they are addressed in updated deliverables.

**Task 1.2: Monthly Progress Reports and Invoices**

*Monthly Progress Reports and Invoices* – CONSULTANT will prepare monthly progress reports that will document activities performed during the previous month as well as those anticipated in the upcoming month. Invoices will be prepared monthly, and will follow the MPO's invoicing and billing requirements and formats.



**Monthly Progress Meetings** - CONSULTANT will hold project meetings by teleconference once a month to ensure that the project is proceeding satisfactorily and for guidance and feedback. Whenever the CONSULTANT is in town for other meetings or project work, the monthly meeting may be held in person if the MPO requests it.

### **Task 1.3: Project Kickoff Meeting**

**MTP Kickoff Meeting** – This will be a single interactive meeting that sets up the MTP development process. Its primary goal is to refine and verify the Scope of Work and the Schedule. The meeting will also be used to seek preliminary input on transportation planning goals and on performance Measures of Effectiveness (MOEs).

### **Task 1.4: Review Goals, Objectives, and Policies from Existing Plans**

Initial goals, objectives, and policies for MTP development will be gleaned from MPO documents, including the previous 2040 MTP, the Viva Laredo Comprehensive Plan adopted in 2017, the Thoroughfare Plan, and other planning documents identified through interviews with MPO staff and other stakeholders. As the goals, objectives, and policies are key factors in defining the project selection criteria, it is vital that they be verified as the true and most current intent of the MPO.

### **Task 1 Deliverables:**

- A summary of the project kick-off meeting.
- Review of the finalized Scope of Work and Schedule.
- Monthly progress report and invoices.
- Agenda and Meeting summary
- Draft 2045 MTP Goals, Objectives, and Policies.

### **Task 2: Review and Update the 2040 MTP and current TIP for Compliance with FAST ACT compliance.**

After the project kickoff meeting, the first major step in the project will be to review how current MTP and TIP conform to the FAST ACT and other federal and state regulations. In addition to the MTP-specific regulations specified in 23 CFR 450, the review will cover the corresponding regulations for the Transportation Improvement Program (TIP) with additional transportation stakeholders as part of the review.

#### **Task 2.1: Review 2040 MTP and current TIP**

CONSULTANT will review the 2040 MTP to check its compliance with the federal transportation planning regulations outlined in *23 CFR Part 450, Subpart C – Metropolitan Transportation Planning and Programming, Scope of the metropolitan planning process*. CONSULTANT will also review the TIP to check its compliance with the relevant planning regulations. These two documents will also be checked using the FHWA checklist for compliance with FAST Act.

#### **Task 2.2: Plan Update Review Meeting**

CONSULTANT will hold one meeting to review the list of required updates to the 2040 MTP, the TIP with the MPO staff and the MPO Technical Advisory Committee to solicit their input

and to finalize the list. The list will include specific additions, deletions, and elements of the plan to be significantly revised.

### **Task 2.3: 2040 MTP and current TIP**

The 2040 MTP and TIP will be updated to meet FAST Act requirements, with the document prepared and formatted for approval and adoption by the MPO Policy Committee as Revision 9.

### **Task 2 Deliverables:**

- Agenda and Meeting Summary for the Plan update review meeting
- Updated 2040 MTP, current TIP, in compliance with all provisions of the FAST ACT, formatted and ready for submittal to the Policy Committee for adoption by May 2018.

### **Task 3: Public Participation**

This task includes, preparation of stakeholder database, preparation of meeting notices, development of materials, and attendance at public participation activities, in support of the 2045 MTP update.

#### **Task 3.1: Update Stakeholder Database**

CONSULTANT will work with the MPO staff and build a database (ex. MS Access) that can be used beyond this public outreach process and make it capable of generating data regarding stakeholder interests, their area of interest, and to continue with communication.

#### **Task 3.2: Outreach to Stakeholders and TAC Meetings**

CONSULTANT will update the MPO's regional stakeholders contact list. Some regional stakeholders have already been identified in Laredo MPO planning documents and in the existing Public Participation Plan mailing list. The list will be checked for accuracy and updated as needed.

CONSULTANT shall attend up to three (3) meetings will be scheduled with the MPO Technical Advisory Committee to review study progress and to resolve key decision points during the project. These meetings will be scheduled at strategic opportunities to discuss important elements of the study, including the development of preliminary transportation improvement projects, the development of the prioritization of projects and the associated financial implementation plan, and the review of the draft MTP.

The CONSULTANT shall conduct and attend up to four (4) thematic roundtable discussions with key area stakeholders, with the exact topics and audience to be determined by Laredo MPO staff. Topics could include: economic and community development, multi-modal, freight, and safety and security.

#### **Task 3.3: Call for Projects**

The CONSULTANT will prepare the notice for call for projects as part of the 2045 MTP development process. The MPO will be responsible for the distribution of the call for projects notice as per the public participation plan.



### **Task 3.4: Outreach to the Public**

The public will be provided with opportunities for input through two rounds of public meetings. One round of meetings will be scheduled near the beginning of the project, and one round will be scheduled after the draft 2045 MTP has been made available. Each round of meeting will include 2 meetings at different locations and at back to back days. CONSULTANT shall prepare for and attend a total of up to four (4) public meetings. Duties shall include securing the meeting site, preparation of meeting handouts and other presentation materials (e.g., exhibits) attendance at the meetings and preparation of meeting summaries. The MPO shall be responsible for payment of facility rent if required for the meeting facility. Outreach materials shall be developed in Spanish and English as determined appropriate for the meeting. CONSULTANT shall assemble and mail electronic of the public meeting notice to stakeholders. The CONSULTANT shall prepare notification flyers, placards, and press releases to publicize each public meeting series. The Spanish and English flyers shall be submitted to the MPO for review/approval prior to distribution. The MPO will be responsible for distribution of the flyers in coordination with other city agencies.

### **Task 3.5: Environmental Justice Analysis**

The CONSULTANT will develop a section of the MTP to address environmental justice impacts and environmental impacts. CONSULATNAT will utilize the available latest census data to identify the environmental justice locations and include a discussion on impacts of financially constrained projects on the EJ population. The CONSULTANT will include a discussion of the potential environmental mitigation activities that are related to select elements of the transportation plan. Only existing environmental resources, such as the EPA's GIS Screening Tool data, readily available from TxDOT's Environmental Affairs Division, will be utilized for this high-level analysis.

### **Task 3.6: Measures of Effectiveness – Public Outreach**

As part of the performance-based planning mandated by the FAST Act, performance measures and targets will be developed so that the effectiveness of the public outreach efforts can be monitored.

#### **Task 3 Deliverables:**

- Updated Contact List.
- Public Outreach Contacts Database.
- Call for Projects Notice
- Up top three meetings with the MPO Technical Advisory Committee
- Two rounds of public meetings with 2 meetings to a total of 4 meetings
- Four (4) thematic rounds table meetings
- Public Notices, Flyer, Placards, letters for public outreach
- DRAFT chapter on Environmental Justice analysis
- DRAFT chapter summarizing the Measures of Effectiveness for public outreach
- DRAFT Chapter on Public Participation



## Task 4: Project Evaluation

### Task 4.1: Performance Measures

FHWA's recently released its 'system performance' performance measures Notice of Proposed Rulemaking (NPRM), which articulates a very specific set of performance measures that states and MPOs must implement by 2018. CONSULTANT will work with Laredo MPO to adopt the right set of performance measures for this Plan, that meet both federal and state requirements and inform decision-making. CONSULTANT will establish the monitoring plan of performance measures that will enable MPO to support plan development and implementation, comply with MAP-21/ FAST Act performance-based planning requirements, and provide a means for MPO to monitor plan implementation and support ongoing planning and programming efforts. To develop performance measures and targets, CONSULTANT will proceed with the following steps:

- Review Current Process - To gain a clear understanding of how the TxDOT and FHWA currently uses performance measures, we will interview TxDOT staff and pay attention to the measure definitions, methodologies, targets, applications, and data sources. These conversations will also include performance-management processes currently in place at TxDOT and FHWA.
- Identify Availability of Data, Analyses Tools, and Reporting Mechanisms. Beginning with meetings surrounding the Plan kick-off, the consultant team will conduct interviews (Up to 4) with MPO and TxDOT staff (and others as needed) to determine the availability of data, analyses tools, and reporting mechanisms to support the development and application of performance measures for each of the goal areas.
- Align Measures with Goals and Objectives and Ensure Consistency. This step will be coordinated together with the goals and objectives task to ensure the measures are aligned, consistent and data-driven. While we will address Fast Act requirements, this step, will provide opportunities to consider the value of new measure methodologies, data sets, and
- Additional Innovative Measures. We will identify potential future tools and data required to support tracking system performance, and determine if they offer value for the 2045 MTP.
- Check consistency with FAST Act Performance Measure Requirements. We will compare the emerging set of measures derived from the goals and objectives with FAST Act requirements. This will ensure that we identify and resolve any gaps in compliance.
- Develop Recommendations for Final Measures and Targets. Once an agreed-upon set of measures has been established, we will work with the MPO staff and MPO Technical Advisory Committee to develop a set of recommendations for measures and performance targets. This will be presented to public for comments at the first series of public meeting and then to the MPO Policy Committee for adoption.

### Task 4.2: Socioeconomic Data Report

The input socioeconomic and network data for the 2013 base year travel demand model and data for the 2018, 2030, 2040, and 2045 forecast years has been completed by CONSULTANT and delivered to TxDOT.



Brief documentation on the socioeconomic data was provided when the files were delivered to the MPO. For this MTP task, Consultant will prepare a report that will document the socioeconomic data for all model attributes of households, population, group quarters, household size, household income, and employment in the categories of basic, retail, service, and education.

#### **Task 4.3: Existing Conditions, 2045 No-Build Analysis, and Project Generation**

The core technical analysis of MTP project generation and evaluation is to compare the modeled conditions to the desired standards, look for deficiencies, and define and analyze projects to address those identified needs. This task is a technical tool for developing potential projects based on need. Work under this task will run the model for the 2013 base year, define the 2045 Existing Plus Committed (E+C) network, and run the model for the 2045 forecast year with the E+C network. Traffic-related issues will be identified for each model run, and may generate additional projects for consideration in the MTP.

#### **Task 4.4: Project Evaluation for Objective Scores**

The full list of projects to be evaluated will include projects generated by model analysis under Task 4.3, projects carried forward from the previous MTP, and projects defined by the MPO after the call for projects and public comments. Projects will be coded into the 2045 E+C network to support travel demand model runs to provide data for their objective scores. The objective data will be entered the respective project evaluation track spreadsheets for scoring.

#### **Task 4.5: Project Evaluation for Subjective Scores**

The subjective scores of projects will be evaluated in this Task. Objective and subjective scores will then be combined to calculate the total score for each project. The product of this task will be the initial ranked listing of all projects.

#### **Task 4.6: Ranked Project List**

Following the scoring criteria of the LUTS project selection criteria, the objective and the subjective scores for each project will be combined and tallied to calculate its total score. All projects will be stratified by funding category and ranked by their total scores.

#### **Task 4 Deliverables:**

- Draft Chapter on Existing Conditions including the socio-economic attributes
- Draft Chapters by Mode (Roadways, Transit, Freight, Bicycle and Pedestrian, Airport) summarizing the issues and needs
- Draft Chapter on MTP Project Evaluation Criteria.
- Spreadsheet setting up the scoring by project based on performance measures and scoring.
- Project evaluation spreadsheet populated with the total scores for all projects.
- List of projects by funding category ranked by their total scores.

#### **Task 5: Revenue Forecast and Final Prioritized Project Listings**

The 2045 MTP project listing will be constrained to the amount of funding which may be reasonably anticipated to be available. Project ranking, project costs, and available funding by



year will be balanced to derive three distinct project listings: short-term funded projects, long-term funded projects, and unfunded projects.

#### **Task 5.1: Revenue Forecast**

CONSULTANT will analyze the reasonable anticipated funding sources available by year using the Unified Transportation Plan (UTP) and the TRENDS model made available through TxDOT. The CONSULTANT will develop a reasonable projection of the expected funds till year 2045 for the Laredo region by the different TxDOT funding categories (for example, for roadway, transit, and enhancements).

#### **Task 5.2: Prioritized Project Listings**

CONSULTANT will match the ranked list of projects from Task 4.6 with the available funding by year to determine the final fiscally-constrained prioritized project listings. While projects will be selected according to their initial rank, this will be an iterative and somewhat subjective process as the best matches and the best staging of projects is determined.

#### ***Task 5 Deliverables:***

- Draft Chapter with discussion on Financial plan describing reasonably expected funding.
- Draft Chapter with discussion of transportation planning elements, including a listing of the prioritized projects and the fiscally constraint plan
- Spreadsheet listing all projects by their funding categories, prioritized and classified as short-term funded projects, long-term funded projects, and unfunded projects.

### **Task 6: Development of the MTP Document and Project Completion**

#### **Task 6.1: MTP Document Development**

The Draft MTP document will be primarily an assembly of the draft Chapters from previously completed tasks. It will be updated based on task review and comments, and refined to develop a single complete, correct, and comprehensive document. This strategy allows for continuous review of documents throughout the full life of the project.

The draft 2045 MTP will be presented at a second public meeting for review and comment. Any comments from the public meeting will be documented and addressed in a revised draft, followed by a further review period for the final version before its presentation to the Laredo Policy Committee. CONSULTAT will also follow up the draft document with FHWA reviewer to make sure the MTP document follows all federal regulations before finalizing the document for adoption.

#### **Task 6.2: Executive Summary**

An Executive Summary of the entire MTP with its goals, processes, and results will be developed as graphically-oriented document of no more than six pages. It will be included as an introductory chapter in the 2045 MTP, but will be complete so that it may be distributed as a separate document.



### **Task 6.3: Project Closeout**

Closeout of the MTP development process is defined as a specific step to emphasize that the project is fully complete. A final meeting by conference call with MPO staff will ensure that all comments have been addressed, all files are in their possession and in usable formats, and that they can make their own updates to the MTP for future amendments.

#### ***Task 6 Deliverables***

- Draft versions of the full 2045 MTP document.
- Final versions of the full 2045 MTP document in publishable (.pdf) and editable (.docx) formats.
- Final files for all tables, figures, and maps in editable (.xlsx or TransCAD) formats.
- 2045 MTP Executive Summary.
- Presentation to the Policy Committee.
- 25 printed copies of the Draft 2045 MTP
- 40 printed copies of the Final MTP bound in a folder

### **Task 7: Implementation of the Plan and Measures of Effectiveness (MOEs)**

#### **Task 7.1: MOE Tracking**

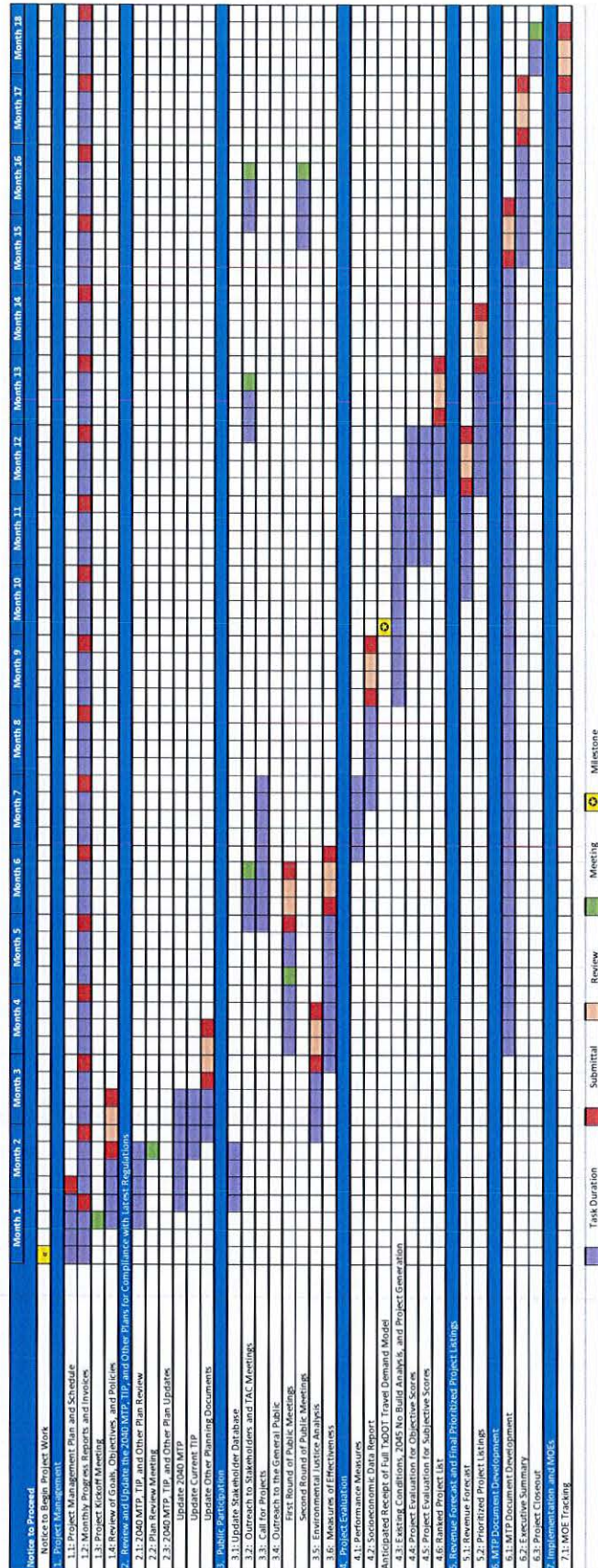
Along with the full set of final supporting files and text files for the MTP provided as part of the project close-out, the ongoing monitoring process will enable Laredo MPO staff to continuously evaluate and update the 2045 MTP throughout the five-year life of the document. The monitoring process will track the performance of the implemented projects and compare their performance to the adopted MOEs.

The performance measures as defined under Task 4.1 will have defined objective and subjective project evaluation criteria. Objective MOEs will be derived for each performance measure so that the performance of individual projects and of the full transportation network can be monitored. The ongoing monitoring of the MOEs will enable the MPO to evaluate projects under actual conditions to determine how well the completed projects are performing.

#### **Task 7 Deliverables:**

- Spreadsheet of Performance measures (MOEs).

# Schedule





# Fee

Tasks	Total Labor	Total Expenses	Total Cost
<b>1. Project Management</b>	\$ 28,022.40	\$ 1,239.50	\$ 29,261.90
1.1: Project Management Plan and Schedule	\$ 5,947.20	\$ -	\$ 5,947.20
1.2: Monthly Progress Reports and Invoices	\$ 8,618.40	\$ 42.00	\$ 8,660.40
1.3: Project Kickoff Meeting	\$ 8,391.60	\$ 1,197.50	\$ 9,589.10
1.4: Review of Goals, Objectives, and Policies	\$ 5,065.20	\$ -	\$ 5,065.20
<b>2. Review and Update the 2040 MTP, TIP, and Other Plans for Compliance with Latest Regulations</b>	\$ 36,061.20	\$ 1,618.95	\$ 37,621.20
2.1: 2040 MTP, TIP, and Other Plan Review	\$ 15,561.00	\$ -	\$ 15,561.00
2.2: Plan Review Meeting	\$ 9,109.80	\$ 1,560.00	\$ 10,669.80
2.3: 2040 MTP, TIP, and Other Plan Updates	\$ 11,390.40	\$ -	\$ 11,390.40
<b>3. Public Participation</b>	\$ 65,778.30	\$ 34,703.50	\$ 100,556.50
3.1: Update Stakeholder Database	\$ 12,373.20	\$ -	\$ 12,373.20
3.2: Outreach to Stakeholders and TAC Meetings	\$ 17,010.00	\$ 3,403.20	\$ 20,413.20
3.3: Call for Projects	\$ 2,381.40	\$ -	\$ 2,381.40
3.4: Outreach to the Public	\$ 25,382.70	\$ 31,375.00	\$ 56,757.70
3.5: Environmental Justice Analysis	\$ 5,342.40	\$ -	\$ 5,342.40
3.6: Measures of Effectiveness	\$ 3,288.60	\$ -	\$ 3,288.60
<b>4. Project Evaluation</b>	\$ 83,405.70	\$ 1,197.50	\$ 84,603.20
4.1: Performance Measures	\$ 9,928.80	\$ -	\$ 9,928.80
4.2: Socioeconomic Data Report	\$ 9,059.40	\$ -	\$ 9,059.40
4.3: Existing Conditions, 2045 No Build Analysis, and Project Generation	\$ 22,339.80	\$ -	\$ 22,339.80
4.4: Project Evaluation for Objective Scores	\$ 14,439.60	\$ -	\$ 14,439.60
4.5: Project Evaluation for Subjective Scores	\$ 14,439.60	\$ 1,197.50	\$ 15,637.10
4.6: Ranked Project List	\$ 13,198.50	\$ -	\$ 13,198.50
<b>5. Revenue Forecast and Final Prioritized Project Listings</b>	\$ 23,158.80	\$ -	\$ 23,158.80
5.1: Revenue Forecast	\$ 12,915.00	\$ -	\$ 12,915.00
5.2: Prioritized Project Listings	\$ 10,243.80	\$ -	\$ 10,243.80
<b>6. MTP Document Development</b>	\$ 45,826.20	\$ 7,395.00	\$ 53,221.20
6.1: MTP Document Development	\$ 33,327.00	\$ 6,197.50	\$ 39,524.50
6.2: Executive Summary	\$ 9,097.20	\$ -	\$ 9,097.20
6.3: Project Closeout	\$ 3,402.00	\$ 1,197.50	\$ 4,599.50
<b>7. Implementation and MOEs</b>	\$ 6,577.20	\$ -	\$ 6,577.20
7.1: MOE Tracking	\$ 6,577.20	\$ -	\$ 6,577.20
<b>TOTAL</b>	\$ 288,829.80	\$ 46,154.45	\$ 335,000.00

**Project Name: Laredo MTP Update and FAST Act Compliance Project**  
**Proposal scores/rankings**

Point methodology:

1st = 2 pts  
 2nd = 1 pt

**Ranking Matrix**

**Selection Committee:**

	CDM Smith			Alliance Transportation		
	Raw	Rank	Pts	Raw	Rank	Pts
Juan E. Rodriguez-STDC	92	1	2	87	2	1
Andres Castañeda-Laredo MPO	98	1	2	95	2	1
Luis Perez Garcia-County Engineering	85	1	2	76	2	1
Rogelio Rivera-City Engineering	89	1	2	87	2	1
Robert Eads-Traffic Safety	90	2	1	92	1	2
Albert Ramirez-TxDOT	85	2	1	90	1	2
Sara Garza-TxDOT	100	1	2	100	1	2
Roberto Rodriguez-TxDOT	85	2	1	90	1	2
Claudia San Miguel-Transit El Metro	88	1	2	84	2	1
Adrian Dominguez-TAMIU*						
*Scores not submitted						
<b>Total Points:</b>	812		15	801		13



# Laredo Urban Transportation Study



## REQUEST FOR SUBMISSION OF QUALIFICATIONS FOR

### SUBJECT: LAREDO METROPOLITAN TRANSPORTATION PLAN UPDATE FOR The Laredo Urban Transportation Study (MPO)

The Laredo Urban Transportation Study (MPO) solicits statement of qualifications for the update of the Laredo Metropolitan Transportation Plan. The updated plan will be used by both the Laredo Urban Transportation Study (MPO) and the City of Laredo. The objective of the study is to provide a comprehensive long range transportation plan for the study area.

Interested firms should submit 1 original signature package and 9 copies (no faxes or emails) of their statement of qualifications package no later than 4:00 P.M., C.S.T. on November 6<sup>th</sup>, 2017 in sealed envelopes marked "**LAREDO METROPOLITAN TRANSPORTATION PLAN UPDATE**" either mailed to Mr. Jose A. Valdez, Jr., City Secretary, City of Laredo, P.O. Box 579, Laredo, Texas 78042-0579, or delivered to Mr. Jose A. Valdez, Jr., City Secretary, 3rd floor, City Hall, 1110 Houston St., Laredo, Texas, 78040.

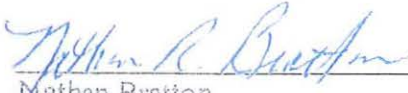
Submittal packages shall be submitted in conformance with the requirements outlined in this Request for Qualifications. Submittals shall be limited to fifteen (15), 8.5 x 11 inch, pages, exclusive of professional resumes, cover sheets, fly leaves, table of contents, dividers, etc., printed on one side, double spaced, using Times New Roman font with a font size of 12. All submittals become the property of the Laredo MPO. The Laredo MPO reserves the right to reject any and all submittals and to waive any minor irregularities. All submittals shall be submitted at the time, place and date specified. Submittals received late shall not be considered.

Copies of the RFQ may be obtained by contacting Mr. Miguel Pescador, City of Laredo Purchasing Director, at (956) 790-1825, or Ms. Vanessa Guerra, MPO Coordinator, at 956-794-1604, or by visiting the following website: <http://www.cityoflaredo.com/Bids/Bids.htm>

Questions concerning study parameters shall be directed to:

Vanessa Guerra, Transportation Planner

City of Laredo (956) 794-1604 or (956) 794-1623  
Planning Department vguerra@ci.laredo.tx.us  
1120 San Bernardo  
Laredo, Texas 78040

  
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Nathan Bratton,  
MPO Director

### Introduction

The Laredo Urban Transportation Study ("LUTS")/City of Laredo ("City") solicits professional services to update the 2015-2040 Laredo Metropolitan Transportation Plan (MTP) to encompass the years 2020-2045 and assist in the update of the current MTP and Transportation Improvement Program (TIP) to achieve FAST Act compliance.

### Study Area:

The project will encompass that area within the Laredo Metropolitan Area as identified on the Laredo Metropolitan Boundary Area Map.

## PROJECT OBJECTIVES AND AVAILABLE RESOURCES

### Objectives of the study include but are not limited to:

- 1) Development of an updated plan that addresses all planning factors in conformance with all relevant state and federal requirements, including but not limited to 23 CFR 450.324.
- 2) Provide a transportation plan which covers a 25 year period and identifies transportation facilities, including but not limited to major roadways, transit, and inter modal facilities, that should function as an integrated regional system. The Laredo Travel Demand Model shall be used by the consultant as a tool to help identify transportation projects.
- 3) Provide a transportation plan which includes both short- and long-term strategies/actions that develop and maintain an integrated, inter modal transportation system that is accessible, and that efficiently moves people and goods.
- 4) Provide for the development of a transportation plan with public involvement and coordination with all required stakeholders and transportation providers including but not limited to: regional airports, rail-freight operators, commercial transport associations, and others within the area.
- 5) Develop a socioeconomic report for a 2018 base year and forecast through 2045. The report shall update and expand socioeconomic and demographic factors used in long-range transportation planning, including but not limited to population, housing, income, employment, etc.
- 6) Coordinate with all agencies involved in the development of the plan, including but not limited to the City of Laredo, County of Webb, Texas Department of Transportation (TxDOT) District Office, TxDOT Transportation Planning & Programming Division, Federal Highway Administration, Federal Transit Administration, Environmental Protection Agency, U.S. Department of Homeland Security, etc.
- 7) Review the existing MTP and TIP, and develop and provide all revisions materials necessary for adoption in order to achieve FAST Act compliance by May 27, 2018.
- 8) Develop a stakeholder database for use during the outreach process, and beyond, capable of generating data regarding stakeholder attendance, areas of interest, correspondence, etc.



Analyze the current MTP and TIP and prepare and provide all materials necessary for adoption in order to achieve FAST Act compliance by May 27, 2018.

Analyze and prepare an updated Long Range Transportation Plan that conforms to all Federal and State requirement and which considers:

- 1) Effect of transportation policy on land use.
- 2) Planning factors.
- 3) Performance based planning requirements.
- 4) Transportation systems (road and bridge, rail, transit, bicycle, inter modal, pedestrian, etc.)
- 5) Project assessment and prioritization
- 6) Congestion Management.
- 7) Financial planning.

Updated Plan Report Production at a minimum will include the following:

- 1) Prepare a draft final document and present it to the Technical Committee.
- 2) Print 25 copies of the final draft document for distribution to the Technical Committee. A copy of the report in electronic format, including any and all maps and data tables, shall also be submitted to the Technical Committee, the format of which shall be determined by MPO staff.
- 3) Prepare Final Document and present to the Policy Committee.
- 4) Following acceptance and approval of the final draft document by the MPO Policy Committee, forty (40) final reports must be prepared and delivered to the MPO with all corrections and comments incorporated in the final version. Final reports should be neatly bound with attractive covers and address the processes and procedures used in this study. All exhibits on larger paper shall be folded and referenced in the text. The Final report must be submitted within twenty (20) days.
- 5) The consultant will submit five (5) final reports on CD ROM to the MPO in both pdf and word.
- 6) All data, basic sketches, charts, calculations, plans, specifications, and other documents created, or collected as part of this project shall be provided and become the exclusive property of the Laredo MPO.

Presentations minimum requirement\*:

- a. One (1) at Draft to the Technical Committee
- b. One (1) at Final to the Policy Committee

\*Consultant should assume all presentation will occur on separate days.

The MPO will be sole proprietor of the draft and final reports.

**Resources:**

- 1) Various maps and previous studies compiled by the City of Laredo Planning Department.
- 2) Comprehensive Plan of Laredo, Texas, Adopted September 18<sup>th</sup>, 2017, Laredo City Council.
- 3) 2010-2035 Laredo Metropolitan Transportation Plan, Wilbur Smith Associates, 2009
- 4) 2015-2040 Laredo Metropolitan Transportation Plan, CDM Smith, 2014,
- 5) Laredo Transit Development Plan, CDM Smith, 2016
- 6) Most current Land Use Inventory based on Appraisal District data.

## STATEMENT OF QUALIFICATIONS

At a minimum the statement of qualifications shall include:

1. Title: "LAREDO METROPOLITAN TRANSPORTATION PLAN UPDATE AND FAST ACT COMPLIANCE PROJECT".
2. Firm name, address, phone number, and persons to contact regarding the statement of qualifications. Include names of sub-consultants, addresses and contact person.
3. The submittal shall be signed by the authorized person on behalf of the firm.
4. General Statement of Firm(s) Qualifications – Provide information on the firm(s) background and experience in transportation planning.
5. Qualifications of Consulting Team or individuals- Provide information on the individuals proposed for work on the project; identify proposed project management responsibilities, resumes of lead consultant team members and sub-contractors (lead persons only). Resumes of company personnel who are not part of the project team should be omitted.
6. Provide information on the consultant team(s) or key personnel (lead persons only) knowledge and experience with federal and state transportation planning requirements and processes.
7. List of recent comparable projects performed by the consultant team(s) or key personnel (lead persons only), brief description of project, project owner, the name, address, and telephone number of the person(s) closely associated with the firm's prior projects, status of the project, if the project was completed on time, on budget, and date of completion.
8. A brief summary of the firm's approach to the project, factors that will be considered in accomplishing the project, methodology for collection and evaluation of data, and any other pertinent information the interested firm may wish to include.
9. Schedule to complete the project.
10. Familiarity with the geographical area of the project
11. Availability to commence services immediately after successfully negotiating a contract.

NOTICE: Submittals shall NOT include fee proposals. Submittals including a cost estimate for the development of the study SHALL NOT be considered.

## EVALUATION CRITERIA

In general, the submittals shall be evaluated based on the following criteria:

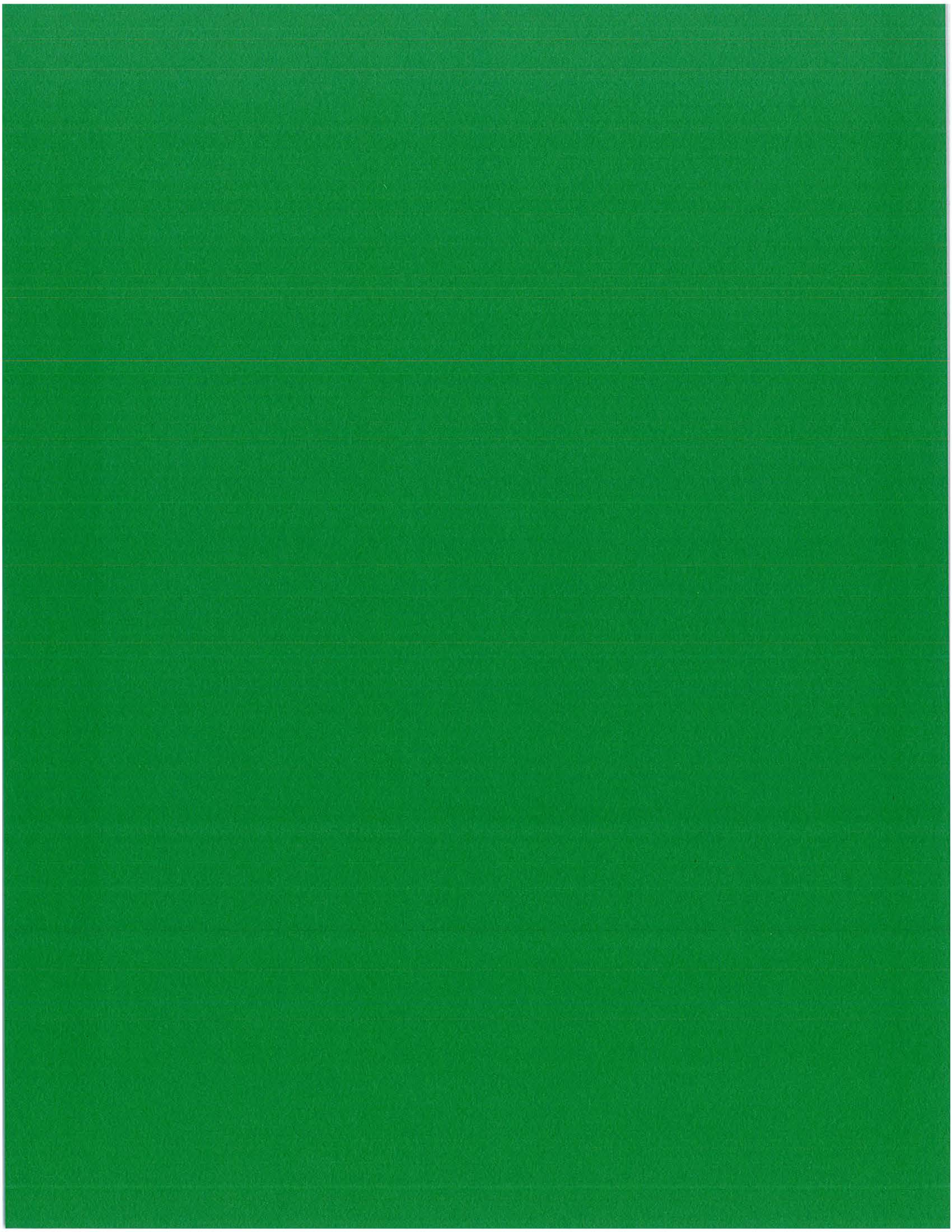
- 1) Demonstrated experience of the consultant team(s) or individuals (lead persons only) with the development of metropolitan transportation plans, or similar studies, in accordance with federal and state planning standards.
- 2) Demonstrated experience of the consultant team(s) or individuals (lead persons only) with federal and state transportation planning requirements, and federally funded project requirements and processes.
- 3) Capacity of the team (lead persons only) to provide the full range of project management skills and adequately respond to project requirements
- 4) Qualifications of the key individual(s) and or sub-contractors (lead persons only) proposed to provide these services and evidence of the Team's ability to generate creative solutions



5) Firm's overall approach to the project and familiarity with the study area.

**U.S. DOT STANDARD TITLE VI ASSURANCE**

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.







## Texas Department of Transportation

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

September 11, 2017

Mr. Gabriel Martinez, P.E.  
Assistant City Engineer  
City of Laredo Engineering Department  
1110 Houston St.  
Laredo, Texas 78042

Re: Calton Road Grade Separation: Revised Letting Date  
CSJ 0922-33-093, Webb County

Dear Mr. Martinez:

In the attached letter dated August 29, 2017, we requested a status update to the project as well as a revised letting date by September 8, 2017. You were informed that the current scheduled letting date of November 2017 could not be met because the project had not reached a "ready to let" status.

Per our phone conversation, we will be changing the let date for this project to August 2018 (FY 2018), to reflect the decision of the City of Laredo. This will require an administrative update in the STIP and will be presented as such during the next available Laredo MPO meeting.

Should you have any questions, please do not hesitate to contact Ana Duncan at 956-712-7460.

Sincerely,

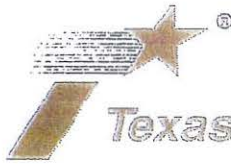
Alberto Ramirez, P.E.  
Director of Transportation Planning & Development

CC: Rogelio Rivera, P.E., City Engineer, City of Laredo  
Nathan Bratton, P.E., Director of Planning, City of Laredo  
Pedro R. Alvarez, P.E., Laredo District Engineer, TxDOT  
Melisa Montemayor, Laredo District Administrator, TxDOT  
Ana Duncan, P.E., Project Manager, TxDOT

#### OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*



# Texas Department of Transportation

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

August 29, 2017

Mr. Gabriel Martinez, P.E.  
Assistant City Engineer  
City of Laredo Engineering Department  
1110 Houston St.  
Laredo, Texas 78042

Re: Calton Road Grade Separation: Letting Date Update  
CSJ 0922-33-093, Webb County

Dear Mr. Martinez:

The letting date for the subject project is currently scheduled for November 2017, as was requested in your letter dated April 4, 2017. At that time you listed the following uncertainties on the project:

- Pending railroad agreement for construction and maintenance,
- Further utility coordination and utility relocations,
- Clearing of right-of-way encroachments, and
- Changing of design from 2004 specifications to current 2014.

Since the project has not yet met the "ready to let" definition, we are requesting that the City of Laredo provide a status update on the overall project development and the uncertainties listed above. Please also indicate the revised letting date for this project that will allow you to meet the ready to let definition below. This will require an administrative update in the STIP and will be presented as such during the next available Laredo MPO meeting.

"Ready to Let" Definition (completed four months prior to letting):

- Environmentally cleared and Environmental mitigation completed
- Environmental permits secured
- Right-of-Way cleared (acquisition, abatement, demolition, etc.)
- Schematic approved
- 100% PS&E completed
- Project agreements in place (Local funding received)
- Railroad Coordination/Agreements in place
- Utility agreements in place/relocations in progress and/or scheduled

We ask that you submit this information by September 8, 2017. After this date, TxDOT will be required to move the project from the November 2017 letting schedule and will do so as deemed necessary. Should you have any questions, please do not hesitate to contact Ana Duncan at 956-712-7460.

Sincerely,

Alberto Ramirez, P.E.  
Director of Transportation Planning & Development

CC: Rogelio Rivera, P.E., City Engineer, City of Laredo  
Nathan Bratton, P.E., Director of Planning, City of Laredo  
Pedro R. Alvarez, P.E., Laredo District Engineer, TxDOT  
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Ana Duncan, P.E., Project Manager, TxDOT

#### OUR GOALS

MAINTAIN A SAFE SYSTEM = ADDRESS CONGESTION = CONNECT TEXAS COMMUNITIES = BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



## Angelica Quijano

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**From:** Vanessa Guerra  
**Sent:** Thursday, January 11, 2018 3:16 PM  
**To:** Angelica Quijano  
**Subject:** FW: MPO Agenda Item - CSJ 0922-33-093 Calton Letting update  
**Attachments:** 2017-0911 Calton letting TxDOT Update .pdf

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**From:** Roberto Rodriguez III [<mailto:Roberto.Rodriguez@txdot.gov>]  
**Sent:** Tuesday, October 03, 2017 9:22 AM  
**To:** Angelica Quijano; Vanessa Guerra  
**Cc:** Nathan R. Bratton  
**Subject:** MPO Agenda Item - CSJ 0922-33-093 Calton Letting update

Attached find an administrative update for next MPO.

The Calton Rd Grade Separation project (CSJ 0922-33-093) will not be letting in November 2017 (FY 18) and is being moved to August 2018 (FY 18).

Thanks

Roberto Rodriguez, P.E.  
TP&D-Advanced Planning Supervisor  
Laredo District  
1817 Bob Bullock Lp  
Laredo TX 78043  
(956) 712-7735 (Direct)  
(956) 333-4075 (Cell)

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**From:** Ana Duncan  
**Sent:** Monday, September 11, 2017 5:10 PM  
**To:** Gabriel Martinez  
**Cc:** Nathan R. Bratton; Pedro Alvarez; Melisa Montemayor; Alberto Ramirez; 'rrivera@ci.laredo.tx.us'  
**Subject:** CSJ 0922-33-093 Calton Letting update

Gabriel,

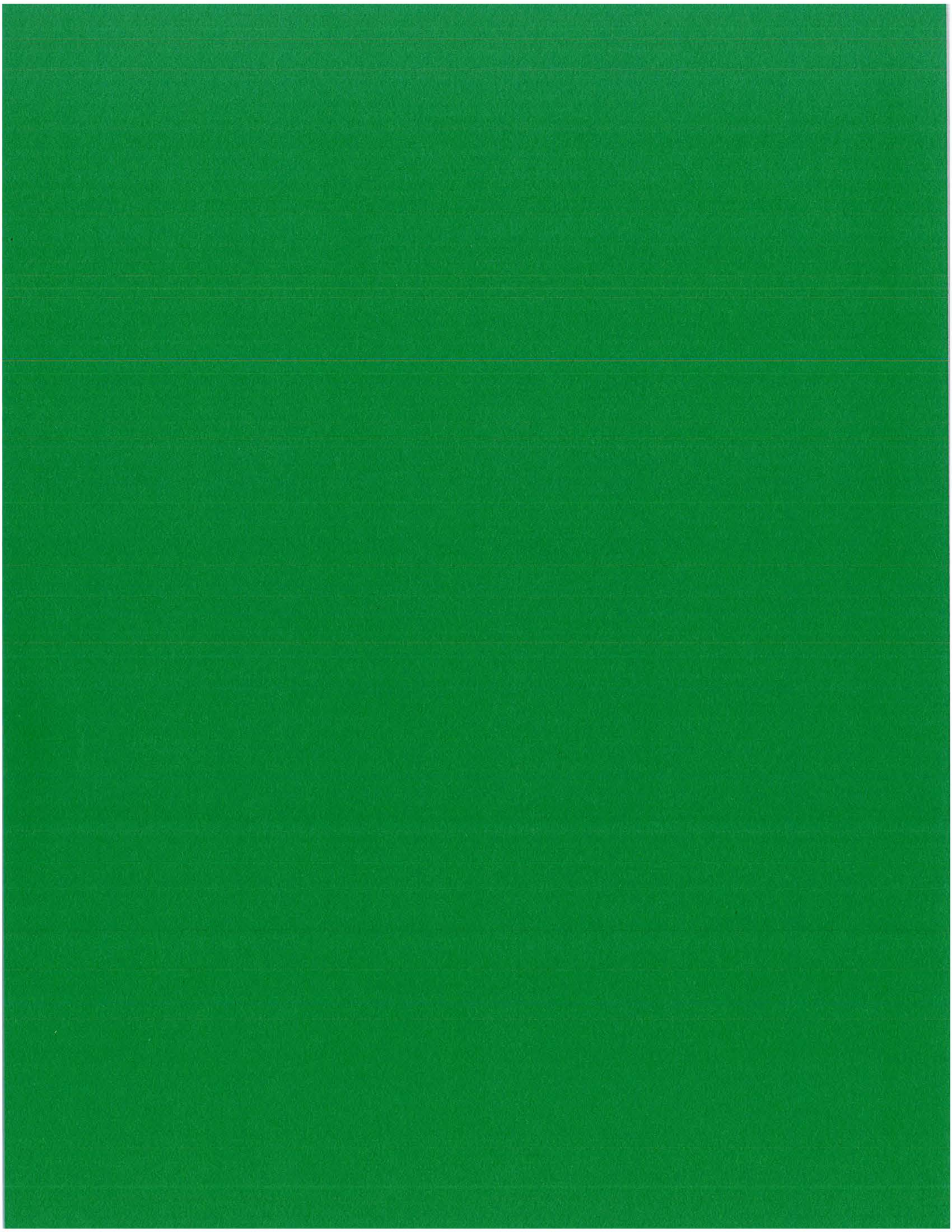
As discussed earlier, see attached letter moving the letting date to August 2018. Hard copy to follow.

Thank you.

*Ana A. Duncan, P.E.*  
Transportation Engineer

Texas Department of Transportation – Laredo District  
1817 Bob Bullock Loop \* Laredo, TX 78043  
O: 956/712-7460 F: 956/712-7401







#### IV. ITEMS REQUIRING POLICY COMMITTEE ACTION

- I. Discussion with possible action on Hachar Road.
- J. Presentation, discussion and possible action regarding studies, alignment and status of the outer loop.
- K. Presentation, discussion and possible action on Pass Through Financing.
- L. Discussion with possible action on a North-West sector traffic impact study.
- M. Discussion and possible action on a set-back development policy on Loop 20, Mines Road and other major arterial.

#### V. REPORT(S) AND PRESENTATIONS (No action required)

- A. Presentation by Tim Juarez, TxDOT, on the Border Master Plan.
- B. Presentation by Danny Magee, TxDOT, on a phased Mines Road digital signage implementation project.
- C. Status report on the Traffic Signal Synchronization Project.
- D. Letting date for the Zacate Creek Hike & Bike Trail (CSJ 0922-33-170) has been moved from November 2017 (FY 2018) to April 2018 (FY 2018).
- E. Status report by Mr. Joe Medina on discussions with the Muller family in relation to the River Bank Road Project.
- F. Status report on the Regional Mobility Authority (RMA).
  - 1. Status update on the Transportation Reinvestment Zone (TRZ) Feasibility Study.
  - 2. Presentation on the RMA's role in the region.