Laredo Urban Transportation Study

Metropolitan Planning Organization Policy Committee

Notice of Public Meeting

City of Laredo: City Hall: Council Chambers
1110 Houston Street: Laredo, Texas
June 15, 2015
12:00 noon

MEETING AGENDA

I. CHAIRPERSON TO CALL MEETING TO ORDER

II. CHAIRPERSON TO CALL ROLL

III. COMMITTEE AND DIRECTOR'S REPORTS (No action required)

1. Report on the Livability Workshop to be hosted by the Federal Highway Administration is scheduled for August 20th, 2015, from 9:00 am to 4:00 pm at the Laredo Texas Department of Transportation District Offices. RSVP required as seating is limited.

2. Report on the public meeting held on May 28, 2015 for the Rail Road Quiet Zone study.

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION

1. Approval of the minutes for the meeting held on May 18, 2015.

2. Receive public testimony and approve Resolution No. MPO 2015-06 adopting the Title VI Complaint Procedures and Form.

3. Motion to authorize the execution of a contract in the amount of $290,000 with CDM Smith for the development of the Transit Plan Update.

4. Motion to authorize the execution of contract Amendment #4 for the Railroad Quiet Zone Study.

5. Receive public testimony and approve a motion initiating a 10 day public review and comment period on the proposed amendment of the 2015-2018 Transportation Improvement Program (TIP).

6. Receive public testimony and approve a motion initiating a 20 day public review and comment period for the draft 2016 Unified Planning Work Program (UPWP).

7. Discussion with possible action on the Mines Road Project.

8. Discussion with possible action on the Hachar Road Project.

V. TECHNICAL COMMITTEE REPORT(S) (No action required)

1. Presentation by Dannenbaum Engineering on Loop 20/I-69 schedule and project status.

2. Discussion and status report on traffic accidents located on Loop 20 in the vicinity of the Laredo International Airport.

3. Report by TxDOT on possible project funding alternatives.

4. Discussion on land acquisition planning for the Loop 20/I-69 corridor project.

5. Presentation by TxDOT on Loop 20/I-69 Environmental status.

6. Discussion and status report on the RMA.

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 JUNE 12, 2015, BY 12:00 P.M.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Ms. Vanessa Guerra, City Planning at (956) 794-1613 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall and can be accessed through the Victoria Ave. entrance.

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

CITY OF LAREDO REPRESENTATIVES:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Roque Vela, Jr., City Councilmember, District V
Honorable Charlie San Miguel, City Councilmember, District VI

LAREDO MASS TRANSIT BOARD REPRESENTATIVE:

Honorable Roberto Balli, City Councilmember, District VIII

COUNTY OF WEBB REPRESENTATIVES:

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

STATE REPRESENTATIVES:

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

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

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

Nathan R. Bratton
MPO Director

Gustavo Guevara, Jr.
for: City Secretary

1. Report on the Livability Workshop to be hosted by the Federal Highway Administration is scheduled for August 20th, 2015, from 9:00 a.m. to 4:00 p.m. at the Laredo Texas Department of Transportation District Offices. RSVP as seating is required.

2. Report on the public meeting held on May 28th, 2015, for the Rail Road Quiet Zone Study.

Laredo Urban Transportation Study

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

LAREDO, TEXAS
1755

MINUTES OF THE MAY 18, 2015 MEETING

I. CHAIRPERSON TO CALL MEETING TO ORDER

Mayor Pete Saenz called the meeting to order at 12:06 p.m.

II. CHAIRPERSON TO CALL ROLL

Nathan Bratton, MPO Director called roll and verified that a quorum did exist.

Cm. Galo made a motion to **excuse** Judge Tijerina and Cm. Ramirez.

Second:	Cm. San Miguel
For:	7
Against:	0
Abstained:	0

Motion carried unanimously

Regular members present:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Roque Vela, Jr., City Councilmember, District V
Honorable Charlie San Miguel, City Councilmember, District VI
Honorable Roberto Balli, City Councilmember, District IV
Honorable John Galo, Webb County Commissioner, Pct. 3
Honorable Jaime Canales, Webb County Commissioner, Pct. 4
Melisa Montemayor, TxDOT

Regular members not present:

Honorable Tano E. Tijerina, Webb County Judge
Alberto Ramirez, TxDOT

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 Eduardo Bernal, Transit, El Metro Roberto Murillo, Traffic Robert Peña, Traffic
State:	Ana Duncan, TxDOT Carlos Rodriguez, TxDOT Sara Garza, TxDOT
Others:	Ruben Soto, Regional Mobility Authority (RMA) Andy Gonzalez, Killam Development Anthony Garza, Dannenbaum Engineering Louis Jones, Dannanbaum Engineering Arturo Dominguez, Kansas City Southern Thomas Lowe, Atkins Arturo Rodriguez, HNDB

III. COMMITTTE AND DIRECTOR'S REPORTS (No action required)

Neither the Committee nor the Director had any new business to report.

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION

1. Approval of the minutes for the meeting held on April 20, 2015.

Cm. Canales made a motion to **approve** the minutes of April 20, 2015.

Second:	Cm. San Miguel
For:	7
Against:	0
Abstained:	0

Motion carried unanimously

2. Receive public testimony and approve Resolution No. MPO 2015-05 adopting the Congestion Management Process (CMP) network and performance measures.

Cm. Galo made a motion to **open** a public hearing.

Second:	Cm.Balli
For:	7
Against:	0
Abstained:	0

Motion carried unanimously

Cm. Vela made a motion to **close** the public hearing and **adopt** the Congestion Management Process (CMP) network and performance measures.

Second:	Cm.Balli
For:	7
Against:	0
Abstained:	0

Motion carried unanimously

3. Receive public testimony and initiate a 20-day public review and comment period on the Title VI Complaint Procedures and Form.

Cm. Galo made a motion to **open** a public hearing.

Second:	Cm.Vela
For:	7
Against:	0
Abstained:	0

Motion carried unanimously

Cm. Galo made a motion to **close** the public hearing and **initiate** a 20-day public review and comment period on the Title VI Complaint Procedures and Form.

Second:	Cm.Vela
For:	7
Against:	0
Abstained:	0

Motion carried unanimously

Cm. Galo made a motion to move up item #I-1 of the supplemental agenda.

Second:	Cm. San Miguel
For:	7
Against:	0
Abstained:	0

Motion carried unanimously

I. SUPPLEMENTAL AGENDA

1. Discussion with possible action on Vallecillo Road.

Ruben Soto, Chairman, RMA, informed the Policy Board the RMA discussed the possibility of taking the lead on the Vallecillo Road project. He stated the RMA passed a resolution pending approval of the MPO Committee for the Vallecillo Road project. He stated funding for that project can be done by vehicle registration fees and also TxDOT can also match those said funds.

Brian Cassidy, legal counsel for the RMA, informed the Policy Board counties can participate in ad valorem tax incremented projects.

Cm. Galo made a motion to include the Vallecillo Road on the Transportation Improvement Project (TIP).

Second:	Cm. San Miguel
For:	6
Against:	1 (Cm. Vela)
Abstained:	0

Motion carried unanimously

(The members return to the regular agenda IV-4).

4. Discussion with possible action on the Mines Road Project.

Melisa Montemayor, TxDOT, informed the Policy Board that Texas Transportation Institute will soon giving TxDOT a summary of the Mines Road Study findings. She stated an update on the findings of the study would be given at the next Policy Board meeting.

5. Discussion with possible action on allocating monies for signal timing improvements.

Roberto Murillo, Traffic Department, stated the City of Laredo maintains and operates 248 traffic signal lights. The signal lights maintained and operated are on IH-35 frontage road. Out of the 248 traffic lights, 154 lights are already included in some type of coordinated system. 56 of the 154 traffic lights are in the downtown area. 12 signal lights are in the Mines Road area.

Melisa Montemayor, TxDOT, stated the traffic signals on- system roadways other than those on IH 35 are maintained by the City of Laredo via an agreement with TxDOT.

Mr. Murillo stated signal timing improvements would be approximately $3,000 per signal. He also stated certain adjustments could be accomplished via office control systems.

Cm. Galo made a motion to **allocate** up to $600,000 from Coordinate Border Infrastructure (CBI) funds for signal timing improvements subject to pending approval from Federal Highway Administration.

Second:	Cm. Canales
For:	7
Against:	0
Abstained:	0

Motion carried unanimously

6. Discussion with possible action on the preliminary schematic for the Loop 20/I-69 corridor.

Louis Jones, Dannenbaum Engineering, stated the schematic is in the process of being completed pending environmental approval. Mr. Jones stated the environmental process would need to be financially constrained in order to move forward with the project. Mr. Jones stated he would give an update at the next MPO meeting.

Mayor Saenz requested route alternatives and data on accidents on Loop 20 adjacent to the Laredo International Airport to be presented at the next me of the Policy Committee.

V. TECHNICAL COMMITTEE REPORT(S) (No action required)

1. Presentation by Brian Cassidy, legal counsel for the Regional Mobility Authority (RMA) on the legislative update and Transportation Reinvestment Zone (TRIZ).

Mr. Cassidy stated TRIZ's were first developed in 2007. TRIZ's and similar financial tools were developed as alternative funding mechanisms in a climate of diminishing traditional revenue streams.

Cm. Vela left the meeting at 1:30 p.m.

Cm. Canales left the meeting at 1:33 p.m.

2. Discussion and status report on the Toll Feasibility Stud y for the main lanes over Interstate Highway 35 project.

Ms. Carol Luschen, TxDOT, gave a brief presentation on Loop 20 project delivery methods, toll concepts and analysis requirements. She stated that a variety of project delivery models existed including: Design-Bid-Build, Design-Build-Finance, and Design-Build-Finance-

Operate-Maintain. The choice of project delivery model was driven by a variety of factors including need, funding availability and risk allocation. She further stated that tolling was a partial project funding mechanism which could be paired with other revenue streams to bring projects to construction far sooner than might be possible if solely using traditional revenue streams. In conclusion, she stated the Loop 20 next steps would be to set up a meeting with the District, the RMA, and the County to validate preliminary assumptions and secure feedback from the Policy Board.

3. Discussion and status report on the RMA.

Mr. Soto stated that Mr. Paul Saenz is the newest member of the RMA. Mr. Soto also stated the RMA is in the process of producing its procurement policies and will hopefully have them ready by the time of next meeting of the RMA. A draft Request for Qualifications was produced seeking financial advisory services. In conclusion, he stated job postings were publicized seeking a temporary or permanent Executive Director or consultant.

VI. ADJOURNMENT

Cm. Galo made a motion to adjourn the meeting at 1:38 p.m.

Second:	Cm. Balli
For:	5
Against:	0
Abstained:	0

Motion carried unanimously

Prepared by:_____
Angie Quijano
MPO Staff

Reviewed by:_____
Vanessa Guerra,
MPO Coordinator

Reviewed by:_____
Nathan R. Bratton,
MPO Director

_____
Melisa Montemayor,
District Administrator

_____
Pete Saenz,
Mayor and LUTS Chairperson

LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM

Date: 06-15-15	**SUBJECT:** MOTION(S) Receive public testimony and approve Resolution No. MPO 2015-06 adopting the Title VI Complaint Procedures and Form
Initiated by: TxDOT	**Staff source:** Nathan Bratton, Director

Prior action: On May 18, 2015, the Policy Committee approved the initiation of a 20 day public period and comment period.

BACKGROUND

Title VI, of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq) and related statutes prohibit discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

Recipients and Subrecipients of Federal financial assistance are required to comply with various nondiscrimination laws and regulations. MPO's indirectly receive Federal assistance from TxDOT, therefore they are considered Subrecipients.

Title VI/Nondiscrimination laws require that the MPO's develop procedures for prompt processing and disposition of external discrimination complaints. The draft Complaint Procedures and Form are intended to conform with all recommendations as stipulated in the Title VI/Nondiscrimination Technical Assistance Guide developed by TxDOT for Subrecipients: Those recommendations are as follows:

- Ensure complaints are investigated by personnel trained in compliance investigations.
- External discrimination complaints filed under title VI with the subrecipient in which the subrecipient or its lower tier subrecipient is named as the respondent must be forwarded to TxDOT for investigation within 10 calendar days.
- Develop an external discrimination complaint form.
- Distribute written discrimination complaint handling procedures to agency personnel.
- Make the public aware of the procedures for filling a discrimination complaint, such as making the information available on the agency's Web site or in a brochure.

On May 18, 2015, the item initiated a 20-day public review and comment period. No comments were received.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
The LUTS Technical Committee recommends approval.	Staff recommends approval.

RESOLUTION NO. MPO 2015-06

BY THE LAREDO URBAN TRANSPORTATION STUDY METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

ADOPTING THE TITLE VI COMPLAINT PROCEDURES AND FORM

WHEREAS, the Title VI, of the Civil Rights Act of 1964 (42 U. S. C. § 2000ds et seq) and related statutes prohibit discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and,

WHEREAS, recipients and sub recipients of Federal financial assistance are required to comply with various nondiscrimination laws and regulations; and,

WHEREAS, MPO's indirectly received Federal assistance from TxDOT, therefore they are considered sub recipients; and,

WHEREAS, Title VI/nondiscrimination laws require that the MPO's develop procedures for prompt processing and disposition of external discrimination complaints; and,

WHEREAS, the draft Complaint Procedures and From are intended to conform with all recommendations as stipulated in the Title VI/Nondiscrimination Technical Assistance Guide developed by TxDOT for sub recipients.

NOW THEREFORE BE IT RESOLVED, that the Laredo Urban Transportation Study, as the designated Metropolitan Planning Organization, adopts the Title VI Compliant Procedures and Form, which are attached hereto and make a part hereof for all purposes.

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

We certify that the above resolution was adopted on June 15, 2015 at a public meeting of the Policy Committee of the Laredo Urban Transportation Study.

Nathan Bratton.
MPO Director

Melisa Montemayor
Laredo District Administrator

Laredo Metropolitan Planning Organization
(Laredo Urban Transportation Study)

Title VI Complaint Procedures

The Laredo Metropolitan Planning Organization (MPO), as a recipient of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall, on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any agency programs or activities. These prohibitions extend from the MPO, as a direct recipient of federal financial assistance, to its sub-recipients (e.g., contractors, consultants, local governments, colleges, universities, etc). All programs funded in whole or in part from federal financial assistance are subject to Title VI requirements. The Civil Rights Restoration Act of 1987 extended this to all programs within an agency that receives federal assistance regardless of the funding source for individual programs.

This policy is intended to establish a procedure under which complaints alleging discrimination in the MPO's provisions, services, or activities can be made by persons who are not employees of the MPO.

Any person who believes the MPO, or any entity who receives federal financial assistance from or through the MPO (i.e., sub-recipients, sub-contractors, or sub-grantees), has subjected them or any specific class of individuals to unlawful discrimination may file a complaint of discrimination.

The MPO will follow timelines set forth in guidance from the Department of Transportation, the Federal Highway Administration, Federal Transit Administration and the Department of Justice for processing Title VI discrimination complaints.

When to File

A complaint of discrimination must be filed within 180 calendar days of the alleged act of Discrimination, or discovery thereof; or where there has been a continuing course of conduct, the date on which that conduct was discontinued. Filing means a written complaint must be postmarked before the expiration of the 180-day period.

The filing date is the day you complete, sign, and mail the complaint form. The complaint from and consent/release form must be dated and signed for acceptance.

Complaints received more than 180 days after the alleged discrimination will not be processed and will be returned to the complainant with a letter explaining why the complaint could not be processed and alternative agencies to which a report may be made.

Where to File

In order to be processed, signed original complaint forms must be mailed or hand delivered to:

Laredo Metropolitan Planning Organization
ATTN: Title VI Coordinator
1120 San Bernardo Avenue
Laredo, Texas 78040

Upon request, reasonable accommodations may be made for persons who are unable to complete the complaint form due to disability or limited-English proficiency. A complaint may be filed by a representative on behalf of a complainant.

Persons not satisfied with the findings of the MPO may seek remedy from other applicable state of federal agencies.

Required Elements of a Complaint

In order to be processed, a complaint must be in writing and contain the following information:

- Name, address, and phone number of the complainant
- Name(s) and address(es) and business(es)/organization(s) of person(s) who allegedly discriminated
- Date of alleged discriminatory act(s)
- Basis of complaint: i.e. race, color, national origin, sex, age, religion, or disability
- A statement of complaint
- Signed consent release form

Incomplete Complaints

Upon initial review of the complaint, MPO staff will ensure that the form is complete and that any initial supporting documentation is provided. Should any deficiencies be found, MPO staff will notify the complainant within 10 working days. If reasonable efforts to reach the complainant are unsuccessful or if the complainant does not respond within the time specified in the request (30 days), the recipient may close the complainant's file.

The complainant may resubmit the complaint provided it is filed within the original 180-day period.

Should the complaint be closed due to lack of required information, MPO staff will notify the complainant at their last known address. In the event the complainant submits the missing information after the file has been closed, the complaint may be reopened provided it has not been more than 180 days since the date of the alleged discrimination.

Records of Complaints

MPO staff will maintain a record of all complaints received. The information collected may

include:

- Basic information about the complaint: when it was filed, who filed it, and who it was against
- A description of the alleged discriminatory action
- Findings of the investigation

Complaint Process Overview

The following is a description of how a discrimination complaint will be handled once received by the Laredo Metropolitan Planning Organization (MPO).

1. **A complaint is received by MPO:**

   Complaints must be in writing and signed by the complainant or their designated representative. If the complainant is unable to complete the form in writing due to disability or limited-English proficiency, upon request reasonable accommodations may be made to ensure the complaint is received and processed.

   Complainants wishing to file a complaint but do not have access to the Internet or the ability to pick up a form, a complaint form will be mailed to them for completion.

   The complainant will be notified if the complaint form we receive is incomplete and ask that they furnish the missing information.

2. **Complaint is logged into tracking database:**

   Completed complaint forms will be logged and tracked. Basic data will be maintained on each complaint received.

3. **Determine jurisdiction:**

   MPO staff will complete an initial review of the complaint. The purpose of this review is to determine if the complaint meets basic criteria.

   Basic criteria required for a complete complaint - alleged discrimination is due to race, religion, color, national origin, sex, age or disability.

   Timeliness will be determined to ensure that the complaint was filed within the 180 day time requirement.

   The program in which the alleged discrimination occurred will be examined to ensure that the complaint was filed with the appropriate agency. During this process, if a determination is made in which the program or activity that the alleged discrimination occurred is not related to a MPO program or activity, every attempt will be made to establish the correct agency. When possible and with consent granted on the Consent/Release form, the complaint will be forwarded to the appropriate agency.

4. Initial written notice to complainant:

Within 10 working days in receipt of the complaint, the MPO will issue the complainant a confirmation receipt of the complaint.

If needed, the notice may request additional information, may notify complainant that the activity is not related to a MPO program or activity, or complaint does not meet deadline requirements. Conclusions made in step three will determine the appropriate response to the complaint.

A copy of the written response, as well as the complaint form, will be forwarded to the Texas Department of Transportation, Office of Civil Rights Contract Compliance Section for informational purposes only.

5. Investigation of complaint:

MPO staff will determine the appropriate fact finding process to ensure that all available information is collected in an effort to reach an informed conclusion and resolution of the complaint. The type of investigation techniques used may vary depending on the nature and circumstances of the alleged discrimination. An investigation may include but is not limited to:

- Internal meetings with MPO staff and legal counsel
- Consultation with state and federal agencies
- Interviews of complainant(s)
- Review of documentation (i.e., planning, public involvement, and technical program activities)
- Interviews and review of documentation with other agencies involved
- Review of technical analysis methods
- Review of demographic data

6. Determination of investigation:

An investigation must be completed within 60 days of receiving the complete complaint, unless the facts and circumstances warrant otherwise.

A determination will be made based on information obtained.

MPO staff and/or designee will render a recommendation for action, including formal and/or informal resolution strategies in a report of findings to the Transportation Policy Committee.

7. Notification of determination:

Within 10 days of completing the investigation, the complainant will be notified by the MPO Transportation Planning Director of the final decision.

The notification will include appeal rights with state and federal agencies should

dissatisfaction with the final decision exist.

A copy of this letter, along with the report of findings, will be forwarded to the Texas Department of Transportation, Office of Civil Rights Contract Compliance Section for information purposes.

Laredo Metropolitan Planning Organization
(Laredo Urban Transportation Study)
Discrimination Complaint Form

The Laredo Metropolitan Planning Organization (MPO), as a recipient of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall, on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any agency programs or activities. These prohibitions extend from the MPO, as a direct recipient of federal financial assistance, to its sub-recipients (e.g., contractors, consultants, local governments, colleges, universities, etc). All programs funded in whole or in part from federal financial assistance are subject to Title VI requirements. The Civil Rights Restoration Act of 1987 extended this to all programs within an agency that receives federal assistance regardless of the funding source for individual programs.

Upon request, reasonable accommodations may be made for persons who are unable to complete the complaint form due to disability or limited-English proficiency. A complaint may be filed by a representative on behalf of a complainant. The complaint must be ***filed*** no later than 180 calendar days from the most recent date of the alleged discrimination. The ***filing date*** is the day you complete, sign, and mail this complaint form. The complaint form and consent/release form must be dated and signed for acceptance. You have 30 calendar days to respond to any written request for additional information. Failure to do so will result in the closure of the complaint. For assistance, call (956) 794-1604 or e-mail vguerra@ci.laredo.tx.us
Submit signed original forms by mailed or deliver to:

Laredo Metropolitan Planning Organization
ATTN: Title VI Coordinator
1120 San Bernardo Ave.
Laredo, Texas 78040

Please read all information carefully before you begin to complete form.

First Name	MI	Last Name	
Street Address	City	State	Zip
Telephone Number	e-mail Address		

Who do you believe discriminated against you?

First Name MI Last Name

Name of Business/Organization Position/Title

Street Address City State Zip

When did the alleged act(s) of discrimination occur? List all dates in mm/dd/yyyy format.

Is the alleged discrimination ongoing? ☐ Yes ☐ No

Where (location) did the alleged act(s) of discrimination occur? *Attach additional pages as needed.*

Indicate the basis of your discrimination grievance.

☐ Race ☐ Color ☐ Religion ☐ Sex ☐ Age ☐ Disability ☐ National Origin

In the space below, provide the following information (attach additional pages as needed):

- Describe in detail the specific incident(s) that is the basis(es) of the alleged discrimination.
- Describe each incident of discrimination separately.
- Explain how other persons were treated differently by the person/agency who discriminated against you.

- List and identify witness(es) to the incidents or persons who have personal knowledge to information regarding to your complaint.

_____

_____

_____

Have you reported this incident or related acts of discrimination? ☐ Yes ☐ No

If so, please identify to whom you have made the report, the date on which you made the report, and the resolution. Provide/attach any supporting documentation.

_____

_____

_____

If assisted with the complaint process, please provide your advisor's name/contact information.

First Name _____ MI _____ Last Name _____

Name of Business/Organization _____ Position/Title _____ Telephone Number _____

Street Address _____ City _____ State _____ Zip _____

Please sign and date this complaint in order for us to address your allegations. The Discrimination Complaint Consent/Release Form is attached and must also be completed in order to assist us with our investigation. If you are filing a complaint of discrimination on behalf of another person, we will need the person's consent.

I certify that to the best of my knowledge the information I have provided is accurate and the events and circumstances are as I have described them. I also understand that if I will be assisted by an advisor, my signature below authorizes the named individual to receive copies of relevant correspondence regarding the complaint and to accompany me during the investigation.

_____ _____

Signature Date

Laredo Metropolitan Planning Organization

(Laredo Urban Transportation Study)

Title VI

Discrimination Complaint Consent/Release Form

Please read all information carefully before you begin to complete form.

First Name	MI	Last Name		
Street Address	City		State	Zip

As a complainant, I understand that in the course of an investigation it may become necessary for the MPO to reveal my identity to persons at the organization or institution under investigation. I am also aware of the obligations of the MPO to honor requests under the Freedom of Information Act. I understand that as a complainant I am protected from retaliation for having taken action or participated in action to secure rights protected by nondiscrimination statues and regulations which are enforced by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation.

Please check one:

☐ **I CONSENT** and authorize the MPO, as part of its investigation, to reveal my identity to persons at the organization, business, or institution which has been identified by me in my formal complaint of discrimination. I also authorize the MPO to discuss, receive and review materials and information about me from the same and with appropriate administrators or witnesses for the purpose of investigating this complaint. In doing so, I have read and understand the information at the beginning of this form. I also understand that the material and information received will be used for authorized civil rights compliance activities only. I further understand that I am not required to authorize this release and do so voluntarily.

☐ **I DENY CONSENT** to have the MPO reveal my identity to persons at the organization, business, or institution under investigation. I also deny consent to have the MPO disclose any information contained in the complaint with any witnesses I have mentioned in the complaint. In doing so, I understand that I am not authorizing the MPO to discuss, receive, nor review any materials and information about me from the same. In doing so, I have read and understand the information at the beginning of this form. I further understand that my decision to deny consent may impede this investigation and may result in the unsuccessful resolution of my case.

Signature _____ Date _____

ACTION ITEM

DATE:	SUBJECT: Motion(s)
06-15-15	Motion to authorize the execution of a contract in the amount of $290,000 with CDM Smith for the development of the Transit Plan Update.

INITIATED BY:	STAFF SOURCE:
Staff	Nathan Bratton, MPO Director

PREVIOUS ACTION:
On November 17, 2014, the Policy Committee approved a Motion accepting the Selection Committee's recommendation to select CDM Smith, Inc., and approved Staff entering into negotiations with the selected firm.

BACKGROUND:
The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO. The development of the Transit Plan Update is an objective of the 2015 Unified Planning Work Program, adopted by the MPO in Subtask 5.3.

5.3 Transit Plan Update

Objective: The study will include: the review and analysis of current operational data, including trend analysis and peer analysis; the evaluation of existing transit services and programs, the assessment of unmet transit needs and service gaps; analysis of individual and system route performance; assessment of current/future operating, capital, and matching needs with available resources; recommendations for service modifications/improvements, and guidance in the preparation of annual budgets.

Firms that submitted proposals included:

- Nelson NYGAARD
- Tindale Oliver
- CDM Smith

Selection Committee Recommendation:
The Selection Committee recommended the selection of CDM Smith for the performance of the project.

The consultant proposes:
Fee.....$290,000
Schedule.....12 months (estimated completion September 30, 2016)
Scope of Work.....See attached scope of work.

FINANCIAL IMPACT:
The MPO has budgeted $100,000 for this project using federal planning grant (PL112) funds. A UPWP amendment may be necessary.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Approval	Staff recommends 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 Transit Plan Update

WITNESSETH

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

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

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

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

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

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

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

WHEREAS, the Transit Development Plan is approved in the FY 2015 Unified Planning Work Program pursuant to the requirements of Moving Ahead for Progress in the 21st Century (MAP 21); and,

WHEREAS, CDM Smith, Inc., is a professional corporation, incorporated in Texas whose local place of business is 1777 N. E. Loop 410, Suite 500, San Antonio, TX 78217; and,

WHEREAS, the Consultant was found to be the best qualified to perform the services requested under the Request for Proposal for the development of a Transit Plan Update for the Laredo Metropolitan area

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

ARTICLE I- CONTRACT PERIOD

Upon execution of this contract, Consultant shall not proceed with the scope of work outlined under Article II until authorized in writing by the Transportation Planning Director of the L.U.T.S. to proceed as provided in Article XXV - Notice to Proceed. This contract shall terminate at the close of business on September 30, 2016, 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$290,000 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, Texas 78042-0579

Eduardo Parra, P.E.
1777 N. E. Loop 410, Ste. 500
San Antonio, TX 78217

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 _____, 2015.

_____	_____
Pete Saenz, Chairman	Eduardo Parra, Principal-in-Charge
MPO Policy Committee	CDM Smith

CDM Smith®

Comprehensive Five Year
Transit Development Plan

SCOPE OF WORK

Prepared for:

Laredo Metropolitan Planning Organization

June 7, 2015

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LIST OF TABLES

SCOPE OF WORK

The CDM Smith team is excited to work with you on this project and assist the MPO and its planning partners in producing a realistic planning document. Our detailed scope of work is presented below.

- Task 1: Project Management
- Task 2: Assess Existing Fixed Route Service
- Task 3: Transit Asset Management Plan
- Task 4: Marketing Plan Update
- Task 5: Rural Services Analysis

TASK 1: PROJECT MANAGEMENT

Our team's commitment to deliver a quality project on time and within budget relies upon good communication, a realistic project schedule, and quality assurance. Three main objectives for project management are described below:

1. Cost Control - Continuously track project expenditures versus the projected level of effort;
2. Schedule Control - Identify and track critical path activities; and,
3. Quality Control - Systematic review of ongoing processes and project deliverables.

CDM Smith will be responsible for achieving the defined project management objectives through the following set of activities:

Project Kick-off Meeting - CDM Smith will conduct a project kickoff meeting at the commencement of the project. This meeting represents an important first step in fostering a cooperative working relationship between the CDM Smith team, El Metro, LUTS MPO, and other agencies, as appropriate. This meeting session will provide an opportunity to:

- Identify goals, strategies, and objectives;
- Review and refine the project schedule;
- Identify key stakeholders for input; and
- Identify problems and issues affecting transportation in the region.

We will meet with the MPO Technical Committee on a regular basis organized around key deliverables for the study. The Technical Committee would assist in identifying various public transportation issues and alternatives and provide input to the project team during the study process. Project meetings will include a kick-off meeting to coordinate study tasks, facilitate public involvement, and solicit feedback.

Project Schedule - The project schedule is a flexible working tool used to manage study progress during the team's internal and client progress meetings. The project schedule identifies dates for key project

milestones, meetings, and project deliverables, as well as accounts for client review of all interim deliverables. A progress report of scheduled work activities will be provided as part of the monthly project invoice.

Meetings **-** Throughout the course of the project, CDM Smith will be available to attend the monthly MPO Technical Committee, Mass Transit Committee, and MPO Policy Board meetings, as appropriate for this study effort. As the project progresses, we will coordinate with the local project team to jointly determine which meetings require the presence of the CDM Smith. **We propose attending up to six on-site meeting visits in addition to the two public meeting,** in which we will coordinate and arrange to maximize the use of time and project resources. CDM Smith team will be responsible for all logistical and public outreach efforts in advance of these meetings. We will work with the MPO to determine the appropriate media outlets for the public meetings.

Project Administration Activities- The consultant will conduct monthly project status meetings with MPO staff and consultant team members via conference calls and in-person meetings. Critical path team members will participate on an as-needed basis. The project manager will also conduct daily calls and emails with the team task leaders to discuss task assignments, review materials and materials, during the development of the TDP. The project manager will review all invoices and status reports prior to submitting to the MPO. The project manager will coordinate the QAQC process to ensure quality deliverables are prepared and provided to MPO. The CDM Smith team will provide independent QAQC on all deliverables prior to the MPO review.

Project Closeout **-** To ensure Laredo MPO and El Metro staff can fully utilize plan deliverables as useful and convenient planning tools for many years to come, the CDM Smith team will transfer to MPO the reports, data, and all other files developed during the study in MSOffice Word and .pdf files or GIS, for future use by El Metro and the MPO.

Task 1 Deliverables:

- Project Kickoff Meeting and Onsite Meetings
- Progress Reports and Invoices
- Project Schedule

TASK 2: ASSESS FIXED ROUTE SERVICE

Immediately upon notification to proceed, the CDM Smith team will submit to the local project team an extensive data request list for both the urban and rural services, which typically includes the following items:

- **Service Characteristics/Level of Service Data:**
  - Type of service (demand response, subscription route, general public, intercity, etc.)
  - Service structure/service area
  - Reservation requirements (for demand response and paratransit)
  - Routes (fixed route, subscription route), schedules, headways, span of service, and areas of coverage (demand responsive)

- **Capital Inventory and Vehicle Utilization Data, including:**
  - Information on vehicles (system vs. non-system vehicles, type of vehicle, age, mileage, vehicle condition, etc.)
  - Radio and computer equipment and other IT equipment available
- **Operating Characteristics:**
  - Daily miles and hours of service provided
  - Ridership, by route and service type, and by trip purpose for demand response services
  - Daily paid driver hours
- **Fare and/or Donation Policy:**
  - Fare structure
  - Statistical information on fares (types, how many of each purchased, etc.)
- **Client or Rider Information:**
  - Eligibility requirements
  - Consumer characteristics
- **Management Structure:**
  - Organization and function chart
  - Department information (planning, marketing, grants administration, fiscal, human resources, etc.)
  - Oversight policies (financial, federal compliance, substance abuse policy, etc.)
- **Organizational Overview:**
  - Role of the Board of Directors
  - Responsibilities of each board member
  - By-laws of the system
  - Mission statement, goals and objectives, performance measurement criteria
- **Financial Data:**
  - Operating budgets and cost data sufficient to define operating, maintenance, and administrative costs
  - Breakdown of personnel by functional area
  - Funding by source, including fare revenues
  - Grant management policies
- **Contract Information:**
  - Operational management contracts
  - Service contracts with member or non-member municipalities or agencies, if any
  - Labor agreements
- **Marketing Information:**
  - Marketing plans

- Marketing and advertising materials
- Marketing staff responsibilities

The receipt of agency data will be **critical** to the initiation and timely completion of the project. It is our intent to have several tasks being completed concurrently, so that product development and the recommended service improvements can move forward in the contract time allocated. Based on previous transit planning work and the ongoing Metropolitan Transportation Plan, we anticipate most of the data will be available and can be forwarded to our team.

Task 2.1: Existing Conditions Analysis

Developing the transit vision statement and study goals, described in Task 2.3, involves clearly defining the service problems to be solved and identifying objectives for recommended service improvements. This requires an analysis of land use, demographics, and transportation conditions within the study area. CDM Smith's approach to establish the baseline in terms of land use and demographics includes the following:

- Recognizing local patterns of employment, retail, and leisure to understand key sources of demand for travel
- Understanding the demographic profile of the area using the most recent US Census demographic, longitudinal employer-household dynamics, and journey-to-work information
- Mapping the existing public transportation system to show network coverage
- Showing key demand movements to, within, and through the study area
- Assembling evidence on the performance of the transportation network

The baseline assessment will be supported by the following:

- **Desktop research** – CDM Smith will use existing data sources from previous and existing transportation plans, studies, and policies. We will review the 2009 Transit Development Plan to develop a background report including the proposed recommendations and what was implemented. In addition, our team is currently finishing the 2040 Metropolitan Transportation Plan for the Laredo Region, which we will also use existing data from this report, so as to not duplicate work efforts.

- **Geo-demographic analysis** – CDM Smith will use available information on regional demographic patterns from previous studies and analysis and will complement this with additional data to map demographic, economic, and geographical features with GIS; this data will be supplemented with field verification of demographics and land uses. Field verification will include the CDM Smith conducting site reviews during scheduled visits to verify data received for the project.

- **Service requests** – CDM Smith will review all service requests that are received from the public for transit services in the region.

- **Survey data** – CDM Smith will conduct transit surveys to understand passenger and community travel patterns and opinions of public transportation in the region. Task 2.2 describes the survey effort to be completed for the study.

- **Stakeholder input** – CDM Smith will capture knowledge and insight obtained during stakeholder engagement to supplement our understanding of transportation issues, needs, constraints, and opportunities.

- **Funding review** – CDM Smith will review historic, existing, and potential financial resources available to Laredo for public transportation capital or operations use.

Using the above data sources and other existing resources, individual route profiles will be prepared, including the following operational and performance attributes:

- Service parameters and levels – operating span, headways, revenue hours and miles
- Operating and cost efficiency – passengers per mile and per hour, farebox recovery, cost per passenger
- Passenger utilization by trip, segment, and stop, if data available
- Service capacity ratings, if available, with respect to average load factors by time of day or trip
- Various measures of performance related to schedule adherence and service reliability, based on available transit data

Task 2.1 Deliverables:

- Develop baseline assessment for Existing conditions

Develop individual Route Profiles and Systemwide Profile

Task 2.2: Survey Efforts

Task 2.2 includes two distinct elements for the Transit Development Plan Update, which are described below.

Task 2.2.1: Ridership Survey

The study team will conduct boarding and alighting (BA) counts capturing trip-specific, stop-specific, and time-point-specific data using smartphones to tally the number of passengers either boarding or alighting at each bus stop and to verify passenger loads at each stop. Based upon experience, our team is proposing to sample selected weekday, Saturday, and Sunday trips. This sampling approach will provide a statistically significant picture of El Metro's service and provide the opportunity to detect any unforeseen issues or patterns.

Using smartphones to capture this information allows the data to be downloaded and processed almost instantly, so that in-field staff can systematically validate the completed surveyor shifts ensuring that no trips were missed or erroneously captured. In addition, eliminating data entry into a spreadsheet greatly diminishes the potential for human error.

All assignments will be submitted to the MPO for review and approval, at which point the assignments will be loaded into the smartphones. Experience has shown that counters are less likely to miss trips if they can access the bus, to be surveyed, at the garage as opposed to being scattered throughout the El Metro transit network. Another advantage of accessing the garage is that each counter will begin and end each assignment at the same location. Furthermore, the BA counters will be prepared for the start of the first trip, which could have a significant amount of boardings. If surveyor access to the garage is approved, our team will work with El Metro. We also recommend that a representative of El Metro administer a brief safety and security training to educate staff of the rules and regulations in operating out of the garage.

Each assignment will contain the following information: bus stops, direction, start/end location, arrival/departure time, and run/trip number. The smartphone will display an overall list of trips for a specific assignment and allow the counter(s) to select the appropriate trip to capture BA counts information as the bus arrives at each stop. For each trip, the counter will begin tallying the number of passengers who alight the bus; then the counter will tally the number of passengers boarding the bus and enter the total number of boardings for the trip into the smartphone. In addition, there is a comment section for each stop on each trip to document any unique circumstances. The resulting dataset will provide time points associated with each arrival and departure location to provide insight into schedule adherence.

Specific vehicle staffing levels will be discussed with the MPO to determine if multiple staff members will be necessary for specific routes, such as high capacity routes. We recognize the challenges of accurately counting boarding and alighting information on articulated vehicles, and has established methods to minimize any risk of inaccurate counts.

At the end of each assignment, smartphone data will be downloaded and BA counts aggregated at the stop level for each trip. As previously described, the major advantage of using smartphones to capture these data, rather than just pen and paper, is the near real time of data verification. The field coordinator will review each assignment when collected from the counters. Each assignment will be uploaded to the project website and subjected to a series of automated checks analyzing the quality of the data. Errors or inconsistencies will be flagged, and the field coordinator will review, document, and correct any performance issues.

Sampling – Ridership Survey

Below is a table describing the approximate hours that will be observed for the Ridership Survey. Our team will work with El Metro to accurately allocate the hours as needed.

Table 1: Ridership Survey Sample Allocation

Day of the Week	~ Sample Hours
Weekday	350
Saturday	250
Sunday	100
Total	700

Task 2.2.1 Deliverables:

- Conduct Ridership Survey

Task 2.2.2: Survey 2: Methodological Approach – Onboard Customer Survey

The study team will conduct a systemwide onboard survey in both English and Spanish, in order to gauge travel patterns and transit use characteristics within Laredo MPO region. CDM Smith will lead the effort in the design and NUSTATS will lead the administration of the survey. Using the 2008 survey instrument as a baseline, CDM Smith will develop a draft of the survey instrument for review by the local project team. We will ensure the 2008 survey is updated to include pertinent questions addressing the Title VI requirements. Based on feedback received, the survey will be updated with any modifications. A final draft will then be prepared both in English and Spanish.

Sampling - Onboard Customer Survey

Based on current El Metro ridership figures our team is proposing to collect the sample of approximately 400 surveys, which are listed below that statistically meets the 95 percent confidence and 5 percent precision levels.

- Weekday – A total of 325 completed surveys will be collected from the fixed route service;
- Saturday – A total of 50 completed surveys will be collected from the fixed route service; and
- Sunday – A total 25 of completed surveys will be collected from the fixed route service.

Geocoding - Onboard Customer Survey

All location-based data will be geocoded and run through our edit check process to verify logical trip sequences and inconsistent data will be flagged for additional research. Additionally, spatial analysis will be used in the processing of the bus stop information to verify the data are consistent with the trip information. Then, processing will link the control file (route, time, direction, etc.) to the individual records at the trip level.

Surveyor Training (both Onboard Customer & Ridership Surveys)

We understand that counter selection, training, and management are significant factors in the success of an on-board survey. Of primary importance is securing adequate staffing for the project. We know how to leverage our experience and expertise by employing and training local counters. Therefore, we plan to contract with a local Women's Business Enterprise (WBE) staffing agency, RMPersonnel Inc., for data collection. To enhance the image of the study, our team imposes strict dress code standards, requiring counters to wear clean slacks or jeans and a collared shirt, a casual yet neat appearance ensuring counter professionalism and comfort. We will issue an "Official Counter" badge identifying them to the transit agencies' staff and passengers. The badge and dress standards promote professional appearance and reinforce survey legitimacy, which increases respondent trust.

Our team creates training materials with elements that are the most useful, pertinent, and informative to the BA counters. The main elements of the training provide the step-by-step process for completing an assignment, including how to read an assignment sheet, the set up procedures, the actual counting

process, and trouble-shooting techniques that will minimize any data loss. In addition, the training will address questions the public may have of the counter, such as 1) the purpose of the study, 2) who is conducting the survey, and 3) how this survey will affect the service. The main point of the training session is to make sure that counters are technically knowledgeable of the survey process. Other goals of the training include building counter confidence, helping counters feel that they are an important part of the survey's success, and helping them understand the importance of the survey and the long-term benefits, as well as implications to the community.

Data Processing (both Onboard Customer & Ridership Surveys)

All on-board data will be audited to check for consistency amongst the boarding and alighting counts, and inconsistent stops will be flagged for additional research. Additionally, spatial analysis will be used in the processing of the bus stop information to verify the data are consistent with the trip information. Then, processing will link the control file (route, time, direction, etc.) to the individual files at the trip level. Finally, reports will be created at the trip-by-trip, and route-by-route, and day of week level and disseminated with the MPO and El Metro.

Data Analysis (both Onboard Customer & Ridership Surveys)

Following the coding and processing of the data, reports will be generated based upon actual data and expanded survey data. Specifically, boarding and alighting count reports will be produced for each trip, and each route, and day of week with the accompanying bus stop level detail. In addition, cross-tabulations will be created for a typical weekday, Saturday, and Sunday. We will work closely with the MPO and El Metro in delineating the cross-tabulations for reporting purposes. The cross-tabulations will include, but not be limited to, the following:

- Boarding count by route, stop, and time of day;
- Alightings by route, stop, and time of day;
- Total Boarding count by stop and time of day;
- Total Alightings by stop and time of day;
- Frequencies of all Onboard Customer Survey data;
- Benchmarking with 2008 data

In addition to the above cross tabulations, the following GIS-based maps will be prepared and presented and utilized for future route alternatives that will be developed with the TDP Update.

- Maps by route by weekday, Saturday, Sunday with total daily boardings from expanded data
- Maps by route by weekday, Saturday, Sunday with total daily deboardings from expanded data
- Systemwide maps by weekday, Saturday, Sunday with total daily boardings from expanded data
- Systemwide maps by weekday, Saturday, Sunday with total daily deboardings from expanded data

Task 2.2 Deliverables:

Conduct Onboard Survey

Task 2.3: Develop Study Vision Statement, Goals, and Objectives

A clear vision statement and well-defined study goals will be developed by the CDM Smith team in coordination with the local project team and the Technical Committee. The vision statement and goals are important for identifying and analyzing reasonable short-range service improvements. They serve as the primary criteria used to develop, evaluate, select, and prioritize service improvements. In our experience, a strong vision statement and clear study goals are essential to gaining community support and advancing public transportation service improvements. The vision statement and study goals will include the following:

- Definition of the public transportation service problems and needs
- Critical needs tied to the project purpose for use in evaluating, eliminating, or advancing planning level conceptual alternatives
- Flexibility to allow consideration of public transportation service improvements for other foreseeable transportation improvements

The study goals will address, among other things, the following topics identified in the RFQ:

- Identifying strategies for managing low performing routes
- Identify appropriate vehicle types for existing and future services
- Identify potential new service areas including in the Industrial Parks located in the western/northern part of the city and the Cuarto Vientos southern edge near US359/83
- Review policies that may need updated to support route modifications based on service efficiencies
- Review fare structure for existing and future services
- Review MAP-21 Title VI requirements for transit agencies and for service modification
- Review policies and future plans for technology improvements
- Identify unmet transit needs, gaps of service, and develop strategies to meet those needs. This would include connectivity to essential services.
- Identify strategies for managing ontime performance and monitoring
- Review future plans for the proposed Operations and Maintenance Facility and what recommendations need to be included in the next five years for the facility

Task 2.3 Deliverables:

- Develop vision and goals for study in coordination with the Technical Committee

Task 2.4: Public Participation

In order to prepare effective plans in any location, it is essential to have a solid public involvement program, which begins early and is carried out throughout the duration of the project. CDM Smith will prepare a public participation plan early in the process to provide ample access for public input. We feel that a successful approach is built early in the process to determine the level of need and support for any systemwide or individual route modifications and/or improvements. The public outreach and transit analysis are crucial activities to:

- Spread the word about public transportation in the area
- Incorporate key concerns and ideas into the planning process
- Build interest, support, and consensus among stakeholders and customers

Effective outreach elements to be included in the outreach plan are meetings with local officials, staff, transit employees, and interest groups, as well as local stakeholders, in which we will coordinate with MPO and El Metro. CDM Smith will prepare all materials for the public outreach sessions, including stakeholder survey questions, which will be reviewed by El Metro and MPO. With guidance from the MPO, CDM Smith will be responsible for all logistical and outreach efforts necessary in advance of the public meetings. The MPO will be responsible for securing the public meeting location.

During the recent 2040 Metropolitan Transportation Plan Update, our team prepared a database with more than 250 individuals in the community. We recommend using this database with detailed contact information as a baseline for outreach to the public meetings.

Meetings with the project technical committee, local staff, and other identified stakeholders will be held at milestone points in the process and will be decided in consultation with the MPO. Meetings with the local officials, employees, and interest groups can be held in conjunction with those meetings, if possible, with a cross-section of attendees. Meeting with local transit staff to understand their insights and ideas is also an important element of the public input process.

At this time, CDM Smith recommends the following activities be incorporated into a public involvement plan for this TDP Update:

- We propose to meet with the Technical Committee up to seven times at key milestones during the study process.
- A public open house to discuss the purpose of the study, existing conditions, issues, opportunities, and concepts for change.
- A second public open house to review future alternatives for public transportation in Laredo.
- Stakeholder interviews. As discussed above, CDM Smith will coordinate with El Metro and MPO to identify key stakeholders to interview for feedback into the TDP Update process, including the identification of gaps in the service area, suggestions to improve service, etc. The stakeholders will be invited to join strategic focus group meetings, which will be held in conjunction with Project Technical Committee meetings. CDM Smith will host up to four focus group meetings at convenient times for stakeholders to attend. These meeting will be coordinated during the proposed Technical Committee meeting dates to ensure maximum efficiency of time.
- Formal meeting/presentations to the Board at key milestones.

Task 2.4 Deliverables:

Conduct public outreach
Prepare public outreach documentation

Task 2.5: Develop and Evaluate Alternatives

This task will be strongly linked to the visioning and study goals for the project. Using information from previous public transportation planning work from in and around the study area, the existing conditions and service analysis, the community needs analysis, and public outreach, the CDM Smith team will develop a range of service alternatives. The service alternatives and recommendations by route will be supported by the use of graphs and visual aids for a description of the various options.

A number of service improvements and recommendations by route will also be developed conforming to the vision statement and study goals. Once the service improvements have been defined, each alternative will undergo additional analysis determining if a specific project is technically implementable and realistic for the next five years. If not attainable, then the project would be removed from the project list.

The CDM Smith team proposes to evaluate each service alternative using a qualitative score such as strong, medium, or poor performance, based upon transit industry standards, along with any El Metro standards in place today. In addition our team will also evaluate the following items as requested in the RFP.

- Laredo Transit Center operations and downtown circulation needs including possible connection to the Transit Center Intermodal Facility
- Needs for vehicles and facilities
- Identify present and future needs and or necessities for the development of transfer hub stations both in the south and north within the city limits. We will also analyze the implications, benefits, and constrains of deviating from the existing pulse system
- Determine if any higher capacity corridors exist in the urban areas in Laredo
- Examine corridors where redevelopment at higher densities could help transit have a strong possibility to expand. The opportunity for transit oriented development will be analyzed.
- Land use scenarios, policy discussions, and rights-of-way analysis could be evaluated to see the likelihood of the success of more intense services.

The CDM Smith team will analyze existing service and needs and will immediately focus the future toward a hierarchy of service levels for transit service. We would build from the previous 2009 Laredo Bus Rapid Transit (BRT), where high capacity transit corridors were identified. We will develop recommendations for a comprehensive bus route restructuring that supports the vision and goals of the community. The recommendations will be presented in short-, medium-, and long –range phases.

Our team will also identify where viable transfer stations would be needed if a tiered transit network is formed. As discussed earlier, the 2009 Bus Rapid Transit study identified three transfer hubs located outside downtown Laredo. These hubs would provide opportunities for riders to transfer to multiple routes and get to their desired destinations. The CDM Smith team will review the 2009 proposed locations with current transit needs and determine paths/locations are still viable.

Task 2.5 Deliverables:

- Develop transit alternatives
- Evaluation transit alternatives
- Identify viable transfer stations

Task 2.6: Prepare Draft/Final TDP

Using data from the previous tasks, CDM Smith will prepare the recommended transit service plan, which will include a narrative description of the planning process, major components, goals and objectives, recommended service alternatives, and the financial plan.

Service Plan

The plan will include detailed routes, maps, and high level route characteristics for each preferred alternative. The information gathered and analyzed will be included into the final comprehensive report with technical data to support the findings.

Financial Plan

CDM Smith will prepare a financial plan for the next five years. The plan will be realistic for the preferred alternatives, defining services levels and capital requirements. A phased approach works for many transit agencies and ensures that individual transportation improvements can be implemented to increase mobility in the region. The financial plans will be presented in a manner that provides clear understanding of the transportation needs and the benefit of the improvement. CDM Smith will identify local, state, and federal revenues for the five-year plan. Additional alternatives will be included in the plan, so that in the case of additional funding come to the Laredo region, the projects will be identified.

Implementation Plan

An implementation plan will be developed, including prioritized action strategies, timetable, role responsibilities, and financial commitment for the next five years. The recommended service plan will be prepared in draft form for review by the local project team.

CDM Smith will incorporate all findings, process, and recommendations into a comprehensive document. The draft reports will be provided electronically to the local project team, along with 20 unbound hard copies. Following acceptance and approval by the MPO Policy Committee and the Laredo Mass Transit Board, 40 bound final hard copy reports will be prepared and delivered with all comments incorporated in the final version, as appropriate. Electronic files will also be available of the Final Report. Two compact discs with all files developed for the project in MSOffice Word, .pdf files, and GIS files will also be delivered.

Task 2.6 Deliverables:

- 20 Unbound hard copies of Draft Plan
- 40 Bound hard copies of final plan

- Two compact discs with all files developed for the project in MSOffice Word, .pdf files, and GIS files will also be delivered.

TASK 3: TRANSIT ASSET MANAGEMENT PLAN

The FTA's State of Good Repair grants and the recent enactment of Moving Ahead for Progress in the 21st Century (MAP-21) has put considerable focus on improving the U.S. transit industry's asset management activities. As established by the regulation 49 U.S.C. Section 5326 / MAP-21 Section 20019, all FTA grantees and their sub recipients are required to develop a Transit Asset Management Plan (TAMP) that includes, at a minimum:

- Capital asset inventories and condition assessments; and
- Investment prioritization.

The CDM Smith team continues to stay adept with knowledge of the TAMP requirements. A brief summary of the requirements for FTA grantees, such as El Metro, is listed below. FTA grant recipients are required to establish performance targets in relation to the definition of state of good repair, established by FTA. As part of the performance based planning process (49 U.S.C. Sections 5303 and 5304), metropolitan planning organizations (MPOs) and states are required to coordinate their performance targets with the targets for state of good repair set by grant recipients.

Each designated recipient of FTA formula funding will be required to report on:

- The condition of the system;
- Any change in condition since the last report;
- Targets set under the above performance measures; and
- Progress towards meeting those targets.

The CDM Smith team will review the existing baseline inventory for El Metro. Should additional data be required for MAP-21 compliance, CDM Smith will identify data category needs and request El Metro to collect and update identified information. These may include facilities, operational systems, stations, and fleet. The next steps to complete the TAMP are listed above. As indicated by the local project team, the CDM Smith team will provide oversight, guidance, and input to the TAMP, with the primary data collection efforts to be completed by El Metro. For the purposes of this scope of work, we will coordinate with the local project team to determine the status of the initial baseline inventory and determine next steps to ensure the TAMP is complete and in compliance with MAP-21.

The TAMP will be developed as a separate report and included as an Appendix in the TDP Update.

Task 3 Deliverables:

- Draft TAMP document
- Final TAMP document

TASK 4: REVIEW CURRENT MARKETING PLAN

The Marketing Plan for El Metro should provide a strategic approach to marketing their various public transit services. It should identify objectives, target markets and specific strategies for enhancing the system's image and ridership.

The CDM Smith team will review the current El Metro Marketing Plan and determine if the marketing budget is sufficient for a system of El Metro's size. A discussion of low cost, innovative methods and techniques, and recommendations or changes to passenger/public information will be provided. Recommendations will be developed with marketing strategies to promote ridership and El Metro services, with an overall goal of increasing ridership for the agency.

In addition to the review of the existing Marketing Plan, the CDM Smith team will discuss appropriate outreach for internal marketing with local and regional partners, which will include other city departments, the MPO, county, etc. These discussions will be held during scheduled visits to Laredo from the CDM Smith team. As needed, we will also communication via conference calls and emails. The goal of the internal marketing efforts will be to discuss transit potential partnerships and discuss the role of transit oriented development (TOD) within the community. We will also determine how El Metro is a viable alternative for meeting congestion in the region, such as through appropriate park and ride lot locations. The documentation will be included along with the TDP report.

Task 4 Deliverables:

- Review and analysis of current Marketing Plan and Develop recommendations
- Discuss internal marketing strategies to support public transportation
  Documentation of internal outreach and marketing for local and regional partners.

Laredo Comprehensive Five Year Transit Development Plan

Fee Estimate

City of Laredo / El Metro to perform the Asset inventory for Transit Asset Management Plan

	Cost Breakdown			
Tasks	Hours	Labor	Expenses	Total Cost
1. Project Management	274	$ 39,037	$ 5,130	$ 44,167
1.1: Project Management Plan and Schedule	52	$ 7,675		$ 7,675
1.2:Project Administration Activities and QA/QC	76	$ 10,733		$ 10,733
1.3: Project Kickoff Meeting and Onsite Meetings	146	$ 20,629	$ 5,130	$ 25,759
2. Assess Fixed Route Service	1552	$ 162,124	$ 34,709	$ 196,833
2.1: Existing Conditions Analysis	180	$ 22,826		$ 22,826
2.2: Survey Efforts	524	$ 45,585	$ 24,877	$ 70,462
2.3: Develop Study Vision, Goals, Objectives	96	$ 12,978		$ 12,978
2.4: Public Participation	340	$ 30,728	$ 5,832	$ 36,560
2.5: Develop and Evaluate Alternatives	220	$ 26,445		$ 26,445
2.6: Prepare Draft/Final TDP	192	$ 23,562	$ 4,000	$ 27,562
3. Transit Asset Management Plan	184	$ 23,411	$ 3,589	$ 27,000
3.1: Assist in Preparation of TAMP	184	$ 23,411	$ 3,589	$ 27,000
4. Review Current Marketing Plan	158	$ 19,145	$ 2,855	$ 22,000
4.1: Review Marketing Plan/Fare Structure	158	$ 19,145	$ 2,855	$ 22,000
Total Hours	2168	$ 243,717	$ 46,283	$ 290,000

Laredo Comprehensive Five Year Transit Development Plan

Project Schedule

- Kickoff Meeting
- Public Meeting
- Survey
- Monthly Progress Meeting
- D Draft Report
- F Final Report

ACTION ITEM

DATE:	**SUBJECT:** Motion(s)
06-15-15	Authorizing the execution of Amendment #4 of the contract with Kimley-Horn and Associates, Inc. for professional services related to the development of the Railroad Quiet Zone Study Update in order to: - Extend the contract completion date to September 30, 2015.

INITIATED BY:	**STAFF SOURCE:**
Staff	Nathan Bratton, Director of Planning

PREVIOUS COMMITTEE ACTION: On June 17th, 2013, the Policy Committee approved a Motion accepting the Selection Committee's ranking of the submittals, authorized the selection the consultant and approved Staff entering into negotiations with the selected firm. On 8-19-13, the Policy Committee approved a motion authorizing the award and execution of the contract in the amount of $48,600.00 to Kimley-Horn and Associates, Inc. for the development of the Railroad Quiet Zone Study Update On 10-21-13, the Policy Committee approved Contract Amendment 1. On 5-29-14, the Committee approved contract amendment #2. On 01-20-15, the Policy Committee approved contact amendment #3.

BACKGROUND:

The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO. The development the Railroad Quiet Zone Study Update was an objective of the 2014 Unified Planning Work Program (UPWP) and carried over to the 2015 UPWP.

5.3 Railroad Quiet Zone Study Update:

- To develop a strategy to implement a train whistle ban in Laredo following adopted federal guidelines for 32 Kansas City Southern Railroad crossings in Laredo.
- To evaluate railroad lines by segments and provide detailed recommendations for implementation.
- To collect data at each of the 32 railroad crossings, and develop recommendations for improvements necessary to achieve the required safety thresholds.
- To provide cost estimates, alternative recommendations, and order of implementation for infrastructure improvements.

Kimley-Horn and Associates, Inc. was the sole firm that submitted a proposal for the development of the project.

FINANCIAL IMPACT: None. The extension of the contract will not entail any new fees.

TECHNICAL COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
Approval	Approval

Staff Comments Continued:

Original Fee – 48,600
Original Schedule – 8 months

Contract Amendment No. 1:

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

Contract Amendment No. 2

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

Amendment No. 3

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

Amendment No. 4

- Extend contract completion date to September 30, 2015.

Railroad Quiet Zone Study Update 2013
Amendment 4
To The Contract Between
Laredo Urban Transportation Study
Metropolitan Planning Organization
And
Kimley-Horn and Associates, Inc.

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

All amendments up to and including Amendment 3.

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

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

Paragraph 2*:* The parties agree that the foregoing amendments shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract, with the exception of the parts or provisions of the contract which have been modified by this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 on the dates set forth below.

Laredo Urban Transportation Study Metropolitan Planning Organization	Kimley-Horn and Associates, Inc.
_____	_____
Pete Saenz	By: _____
Chairman, MPO Policy Committee	Title: _____
Date: _____	Date: _____

Amendment 3

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

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

All amendments up to and including Amendment 2.

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

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

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

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

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

> **SCOPE OF SERVICES – TASK 2 – PRESENTATIONS**
>
> **The Consultant will develop and present materials for use in the Public Involvement process for this project. These materials will include a presentation of the FRA Quiet Zone requirements, exhibits showing existing railroad grade crossing locations, diagnostic team findings, and alternatives for quiet zone implementation.**
>
> The Consultant will present the final report to public agencies as requested. The Client will be responsible for meeting logistics (i.e. providing meeting space, advertising the meeting, notifying attendees, etc.) It is assumed that the following presentations will be required:
>
> **Shareholder presentation and workshop. – Shareholders will include other city departments and agencies as determined by LUTS staff.**
>
> **Public Meeting - Develop a notice of public meeting and advertise such notice for two subsequent weekends in the Saturday edition of the local newspaper. One public meeting will be held. Document and summarize input from the public meeting.**
>
> Draft Report – LUTS Technical Committee **and LUTS Policy Board, to be scheduled on the same day.**

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

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

Additional meetings will be paid for as Additional Services.

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

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

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

Laredo Urban Transportation Study Metropolitan Planning Organization	Kimley-Horn and Associates, Inc.
_____	_____
Pete Saenz	By: _____
Chairman, MPO Policy Committee	Title: _____
Date: _____	Date: _____

Kimley-Horn and Associates, Inc.

Project Workplan Budget

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

Budget Summary	
Date:	1/16/14

Task Budget Summary

No.	Task Name	Hours	Labor	Expenses	Subtotal
1	Project Management	42	$ 7,100	$ -	$ 7,100
2	Data Collection	65	$ 10,800	$ 1,900	$ 12,700
3	Quiet Zone Analysisis	117	$ 14,800	$ -	$ 14,800
4	Report	42	$ 5,300	$ 400	$ 5,700
5	Presentations	171	$ 27,600	$ 2,800	$ 30,400
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
777	Contingency		$ -		
	TOTALS:	437	$ 65,600	$ 5,100	$ 70,700

Subconsultant Summary

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

Project Budget Summary	
Labor:	$ 65,600
Expenses:	$ 12,600
TOTAL:	$ 78,200

Vanessa Guerra

From: brian.vandewalle@kimley-horn.com
Sent: Friday, January 16, 2015 10:49 AM
To: Vanessa Guerra
Subject: Amendment No 3 - Edits
Attachments: Amendment 3 - Budget.pdf; AMENDMENT 3 - Quiet Zone Update.doc; amend3 - quiet zone update.doc

Vanessa,

Attached are updated documents for Amendment No. 3. I have added language in the two word documents that say exhibit materials are to be in both English and Spanish. The budget spreadsheet has been updated to reflect the change.

Give me a call if you have any questions.

Sincerely,

Brian VDW

Kimley»Horn

Brian D. Van De Walle, P.E., PTOE
Kimley-Horn | 10814 Jollyville Road, Avallon IV, Ste 300, Austin, Tx 78759
Direct: 512 418 4500 | Mobile: 512 762 2210 | www.kimley-horn.com

https://twitter.com/BrianVanDeWalle

Amendment 2

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

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

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

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

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

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

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

> **SCOPE OF SERVICES – TASK 2 – DATA COLLECTION**
>
> The Consultant will conduct field review of the **[~~26~~]** ***32*** at-grade KCSR railroad crossings to determine the potential for various improvements to reduce the Quiet Zone Risk Index at each.
>
> In addition, daily traffic volumes will be conducted at up to **[~~10~~]** **32** crossings. This data will be used during the analysis phase to determine the impacts of diverted trips that would result from potential crossing closures, if needed.

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

> **SCOPE OF SERVICES – TASK 3.3 – Crossing Closure Analysis**
> For potential crossing closures, daily traffic counts will be conducted on the crossing road and the nearest parallel crossing. Diverted trips will be analyzed to determine if the closure will result in

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

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

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

Laredo Urban Transportation Study
Metropolitan Planning Organization

Raul G. Salinas
Chairman, MPO Policy Committee
Date: 05/29/14

Kimley-Horn and Associates, Inc.

By: Andrew W. Van Leeuwen
Title: SR Vice President
Date: 6/5/2014

Kimley-Horn and Associates, Inc.

Project Workplan Budget

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

Budget Summary	
Date:	3/14/14

Task Budget Summary

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

Subconsultant Summary

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

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

Amendment 1

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

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

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

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

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

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

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

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

Laredo Urban Transportation Study Metropolitan Planning Organization	Kimley-Horn and Associates, Inc.
Raul G. Salinas	By: Andrew W. Van Leeuwen
Chairman, MPO Policy Committee	Title: SR Vice President
Date: 11/26/13	Date: 12-13-2013

Laredo Urban Transportation Study

Metropolitan Planning Organization

LAREDO, TEXAS
1755

September 17, 2013

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

Re: Railroad Quiet Zone Study Update

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

Vanessa Guerra
Planner III

Original Contract/Notice to Proceed

Laredo Urban Transportation Study

Metropolitan Planning Organization

LAREDO, TEXAS
1755

August 23, 2012

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

Re: Railroad Quiet Zone Study Update

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

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

(FOR)

Nathan Bratton
MPO Director

The above NOTICE TO PROCEED is hereby acknowledged by

Kimley-Horn & Associates on this the 26th day of September 2013.

Authorized Signature

Name: Brian D. Van De Walle (type)

Title: Associate

1120 SAN BERNARDO AVE. P.O. BOX 579 LAREDO, TEXAS 78042-0579 (956) 794-1613 FAX (956) 794-1624

STATE OF TEXAS §
COUNTY OF WEBB § **KNOW ALL MEN BY THESE PRESENTS**

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I- CONTRACT PERIOD

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

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

ARTICLE II- RESPONSIBILITIES OF THE PARTIES

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

ARTICLE III- COMPENSATION

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

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

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

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

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

ARTICLE IV- CONTRACT AMENDMENTS

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

ARTICLE V- ADDITIONAL WORK

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

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

ARTICLE VI- CHANGES IN WORK

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

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

ARTICLE VII- INDEMNIFICATION

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

ARTICLE VIII- INSPECTION OF WORK

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

ARTICLE IX- DISPUTES

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

ARTICLE X- NONCOLLUSION

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

ARTICLE XI- REPORTING

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

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

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

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

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

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

BY CERTIFIED MAIL OR HAND DELIVERY

Nathan Bratton	Brian Van De Walle
Transportation Planning Director	10415 Morado Circle,
P.O. Box 579	Bldg. 1, Suite 300
Laredo, Texas 78042-0579	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 20th day of AUGUST, 2013.

Raul G. Salinas Chairman
Policy Committee

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

Andrew W. Van Leeuwen
Print Name

ATTACHMENT A
Scope of Services
Railroad Quiet Zone Study Update

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

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

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

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

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

Task 1 – Project Administration

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

Subtask 1.1 - Kick-off Meeting

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

Subtask 1.2 - Project Control and Management

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

Subtask 1.3 - Project Records and Files

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

Subtask 1.4 - Status Reports and Invoicing

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

Subtask 1.5 - Project Status and Review Meetings

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

Deliverables and Meetings:

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

Task 2 – Data Collection

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

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

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

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

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

Task 3 – Quiet Zone Analysis

Subtask 3.1 – Initial Zone Segmentation

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

Subtask 3.2 – Quiet Zone Analysis

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

Subtask 3.3 – Crossing Closure Analysis

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

Subtask 3.4 –Opinions of Probable Cost

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

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

Deliverables and Meetings:

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

Task 4 – Report

Subtask 4.1 – Draft Report

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

Subtask 4.2 – Final Report

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

Deliverables and Meetings:

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

Task 5.0 - Presentations

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

Draft Report – LUTS Technical Committtee

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

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

Deliverables and Meetings: - Three presentations

Kimley-Horn and Associates, Inc.

Project Workplan Budget

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

Budget Summary	
Date:	8/7/13

Task Budget Summary

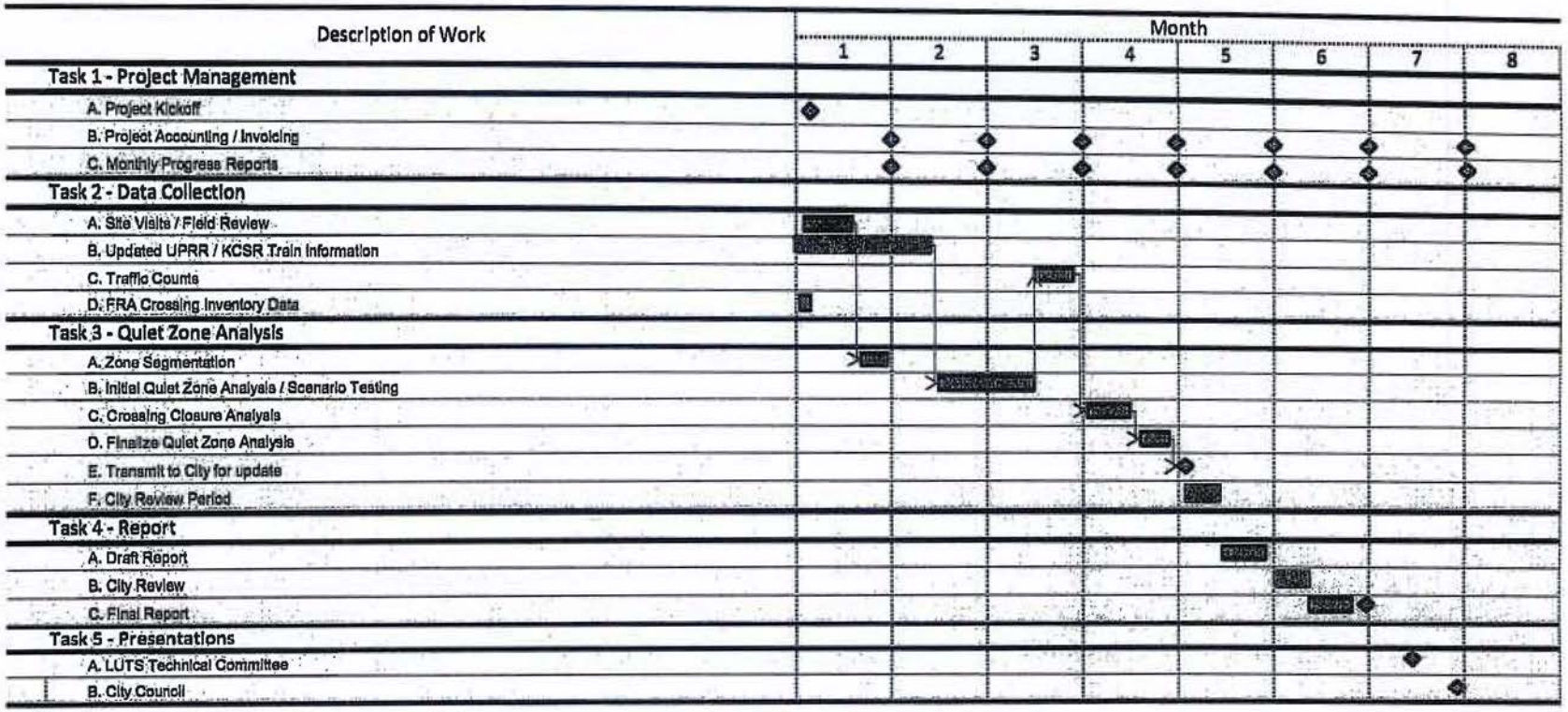
No.	Task Name	Hours	Labor	Expenses	Subtotal
1	Project Management	42	$ 7,100	$ -	$ 7,100
2	Data Collection	59	$ 9,800	$ 1,900	$ 11,700
3	Quiet Zone Analysisis	103	$ 12,900	$ -	$ 12,900
4	Report	42	$ 5,300	$ 400	$ 5,700
5	Presentations	48	$ 8,300	$ 600	$ 8,900
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
			$ -	$ -	
777	Contingency		$ -		
	TOTALS:	294	$ 41,200	$ 2,900	$ 46,300

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
2	AC Group - Traffic Counts	$ 2,000	1.15	$ 2,300
		$ -	1.15	$ -
		$ -	1.15	$ -
		$ -	1.15	$ -
		$ -	1.15	$ -
	TOTALS:	$ 2,000		$ 2,300

Project Budget Summary	
Labor:	$ 46,300
Expenses:	$ 2,300
TOTAL:	$ 48,600

Railroad Quiet Zone Study Update Schedule
Laredo, Texas



KEY:

Kimley-Horn Task

Review By Others

LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM

DATE: 6-15-15	**SUBJECT:** MOTION Receive public testimony and approve a motion initiating a ten-day public review and comment period for the proposed amendment of the 2015-2018 Transportation Improvement Program (TIP). TIP 15-18/REV 02
INITIATED BY: TxDOT/MPO	**STAFF SOURCE:** Nathan Bratton, MPO Director

PREVIOUS ACTION: The MPO Policy Committee approved resolution MPO No. 2014-02 on April 24, 2014, adopting the 2015-2018 Transportation Improvement Program. On April 20th, 2015, the Policy Committee approved Resolution MPO No. 2015-03 adopting Revision 1 of the 2015-2018 TIP.

BACKGROUND: Moving Ahead for Progress in the 21st Century (MAP21) requires that Metropolitan Planning Organizations (MPOs) in cooperation with the State and affected transit operators develop Transportation Improvement Programs (TIP) for their planning areas. In Laredo, the TIP document identifies project and their associated funding for project to be constructed within the next four years. The local TIP then becomes part of the State Transportation Improvement Program (STIP). The document is required to be fully financially constrained and will include a project, or an identified phase of a project, only if full funding can reasonably be anticipated to be available within the time period that is projected for completion of the project.

MOBILITY REVISIONS:

2015-2018 TIP Revision 2

1	Purpose of Revision	**Add project**	
	CSJ #	**0086-14-065**	
	Project Description	**Construction of new interchange facility over IH35**	
	Location	**SL 20**	
	Limits	**From: 0.330 miles west of IH35 TO: 0.160 miles west of McPherson**	
	Funding	**40,000,000**	**CAT 10 - CBI**
		2,141,921	**CAT 11- District Discretionary**
	Total	**42,141,921**	
	Letting	**August of 2016**	

Transit Revisions: No proposed revisions at this time.

COMMITTEE RECOMMENDATION: Approval.	**STAFF RECOMMENDATION:** Approval.

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM

LAREDO METROPOLITAN PLANNING ORGANIZATION

FY 2016

DISTRICT	COUNTY	CSJ	HWY	PHASE	CITY	PROJECT SPONSOR	YOE COST
22 - LAREDO	WEBB	0086-14-065	SL 20	C			$ 42,141,921

LIMITS FROM 0.330 MILES WEST OF IH 35
LIMITS TO: 0.160 MILES WEST OF MCPHERSON

REVISION DATE: 04/2015
MPO PROJ NUM:
FUNDING CAT(S): 10,11

PROJECT DESCR: FOR THE CONSTRUCTION OF AN INTERCHANGE FACILITY OVER IH35

REMARKS P7:

PROJECT HISTORY:

TOTAL PROJECT COST INFORMATION

		COST OF APPROVED PHASES:
PRELIM ENG:	$ 2,064,954	
ROW PURCHASE:	$ 0	
CONST COST:	$ 42,141,921	
CONST ENG:	$ 1,976,456	
CONTING:	$ 1,260,043	$ 42,141,921
IND COSTS:	$ 2,418,946	
BND FINANCING:	$ 0	
TOTAL PRJ COST:	$ 51,754,494	

AUTHORIZED FUNDING BY CATEGORY/SHARE

	FEDERAL	STATE	LOCAL	LC	TOTAL
10-MISC:	$ 32,000,000	$ 8,000,000	$ 0	$ 0	$ 40,000,000
11-DIST DISC:	$ 1,713,537	$ 428,384	$ 0	$ 0	$ 2,141,921*
TOTAL:	$ 33,713,537	$ 8,428,384	$ 0	$ 0	$ 42,141,921

PHASE: C = CONSTRUCTION, E = ENGINEERING, R = ROW, T = TRANSFER

* FUNDING NOT FIXED

Laredo Metropolitan Planning Organization - 22

FY 2015 - 2018 Transportation Improvement Program

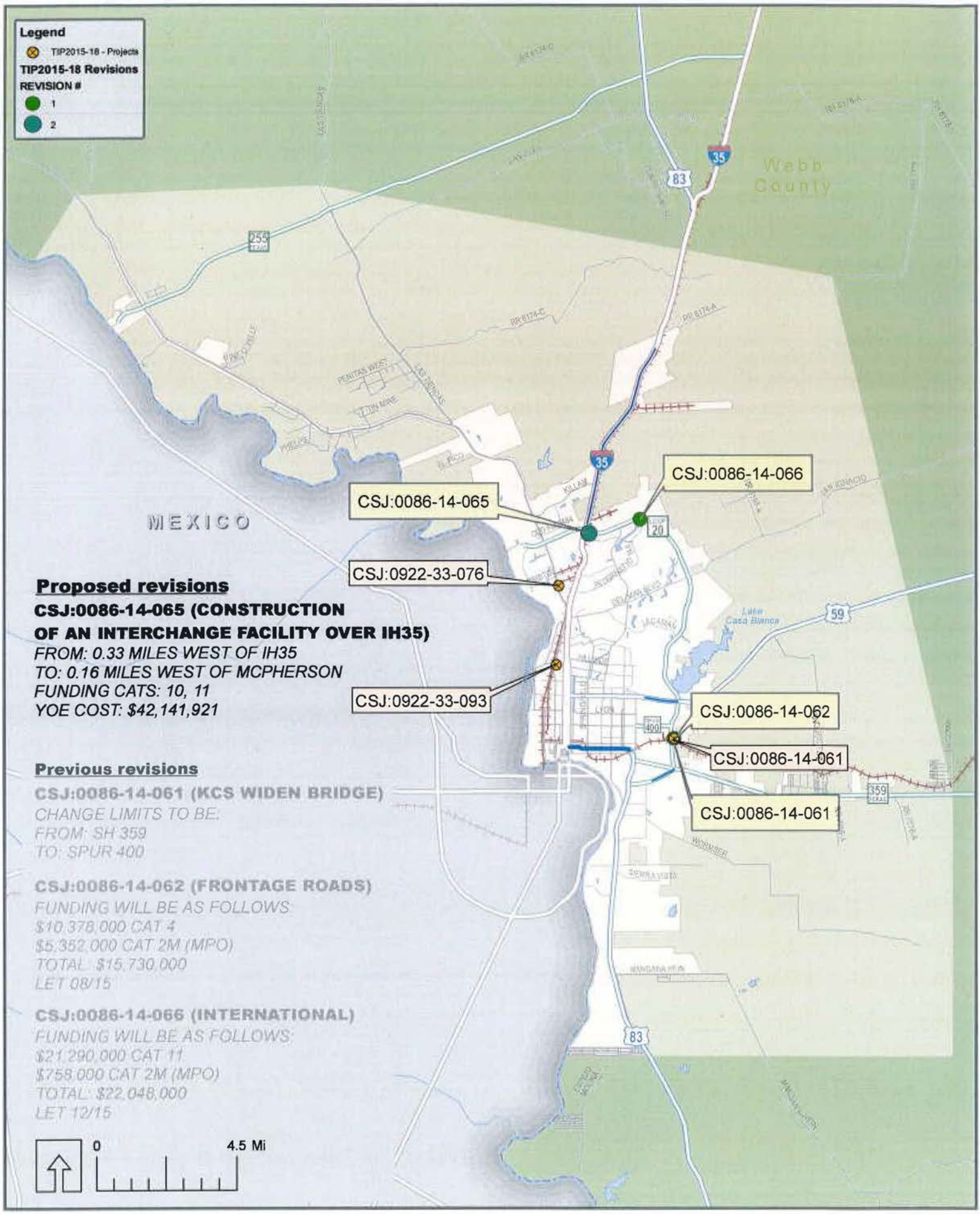
Funding by Category

		FY 2015		FY 2016		FY 2017		FY 2018		Total FY 2015 - 2018	
Category	Description	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized	Programmed	Authorized
1	Preventive Maintenance and Rehabilitation	$1,402,280	$1,402,280	$658,187	$658,187	$0	$0	$0	$0	$2,060,467	$2,060,467
2M or 2U	Urban Area (Non- TMA) Corridor Projects	$5,352,000	$5,352,000	$758,000	$758,000	$0	$0	$0	$0	$6,110,000	$6,110,000
3	Non-Traditionally Funded Transportation Project	$0	$0	$8,808,092	$8,808,092	$0	$0	$0	$0	$8,808,092	$8,808,092
4	Statewide Connectivity Corridor Projects	$10,378,000	$10,378,000	$0	$0	$0	$0	$0	$0	$10,378,000	$10,378,000
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	$7,500,000	$7,500,000	$0	$0	$0	$0	$0	$0	$7,500,000	$7,500,000
8	Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
9	Enhancements	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
9 Flex	TAP	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
10	Supplemental Transportation	$0	$0	$56,253,249	$56,253,249	$0	$0	$0	$0	$56,253,249	$56,253,249
11	District Discretionary	$2,874,747	$2,874,747	$23,431,921	$23,431,921	$0	$0	$0	$0	$26,306,668	$26,306,668
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
	Total	$27,507,027	$27,507,027	$89,909,449	$89,909,449	$0	$0	$0	$0	$117,416,476	$117,416,476

Funding Participation Source

Source	FY 2015	FY 2016	FY 2017	FY 2018	Total
Federal	$9,421,622	$48,313,043	$0	$0	$57,734,665
State	$18,085,405	$30,608,021	$0	$0	$48,693,426
Local Match	$0	$2,180,293	$0	$0	$2,180,293
CAT 3 - Local Contributions	$0	$8,808,092	$0	$0	$8,808,092
CAT 3 - Prop 12	$0	$0	$0	$0	$0
CAT 3 - Prop 14	$0	$0	$0	$0	$0
Cat 3- Prop 14 SB	$0	$0	$0	$0	$0
CAT 3 - Texas Mobility Fund	$0	$0	$0	$0	$0
CAT 3 - Pass Thru Toll Revenue	$0	$0	$0	$0	$0
CAT 3 - Regional Toll Revenue	$0	$0	$0	$0	$0
CAT 3 - Match to Regional Toll Revenue	$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 - Stragegy 102 Budget	$0	$0	$0	$0	$0
Total	$27,507,027	$89,909,449	$0	$0	$117,416,476

2015-2018 TIP
LOCATIONS OF PROJECTS FOR PROPOSED REVISIONS



Vanessa Guerra

From: Randy Aguilar <Randy.Aguilar@txdot.gov>
Sent: Wednesday, May 13, 2015 2:55 PM
To: Vanessa Guerra
Cc: Ana Duncan
Subject: CSJ:0086-14-065 for August Revision
Attachments: Copy of LaredoMPO_Required Highway_STIP Financial Summary V13 05132015.xlsx; LRD MPOTIP Report.pdf

Attached is the Run and Summary for Loop 20 over IH 35 main lanes to present for August Revision.

Randy Aguilar
956-712-7457
Randy.Aguilar@txdot.gov

Receive public testimony and approve a motion initiating a 20 day public review and comment period for the draft 2016 Unified Planning Work Program (UPWP)

Discussion with possible action on the Mines Road Project

Discussion with possible action on the Hachar Road Project

V. TECHNICAL COMMITTEE REPORT(S)

1. Presentation by Dannenbaum Engineering on Loop 20/I-69 schedule and project status.

2. Discussion and status report on traffic accidents located on Loop 20 in the vicinity of the Laredo International Airport. (See crash data attachments)

3. Report by TxDOT on possible project funding alternatives.

4. Discussion on land acquisition planning for the Loop 20/I-69 corridor project.

5. Presentation by TxDOT on Loop 20/I-69 Environmental status.

6. Discussion and status report on the RMA.

CRASH RECORDS INFORMATION SYSTEM (CRIS) **FOR: Webb County, SL 20, MP 17.40 to 17.70 (2013-2015)**

2013

CRASH DATE	3/22/2013	5/23/2013	7/21/2013
MILEPOINT	17.617	17.424	17.521
SEVERITY	NON-INCAPACITATING	NOT INJURED	UNKNOWN
FIRST HARMFUL EVENT	MOTOR VEHICLE IN TRANSPORT	MOTOR VEHICLE IN TRANSPORT	FIXED OBJECT
MANNER OF COLLISION:	Two vehicles going opposite directions both going straight	Two vehicles going same direction one straight, one right turn	One vehicle hit a fixed object going straight hit guardrail
INTERSECTION RELATED?	NON INTERSECTION	DRIVEWAY ACCESS	NON INTERSECTION
CITATION	FAILED TO DRIVE IN SINGLE LANE	FAILED TO CONTROL SPEED	FAILED TO CONTROL SPEED
CRASH CODE (INTERNAL USE)	13208287	13307005	13380636

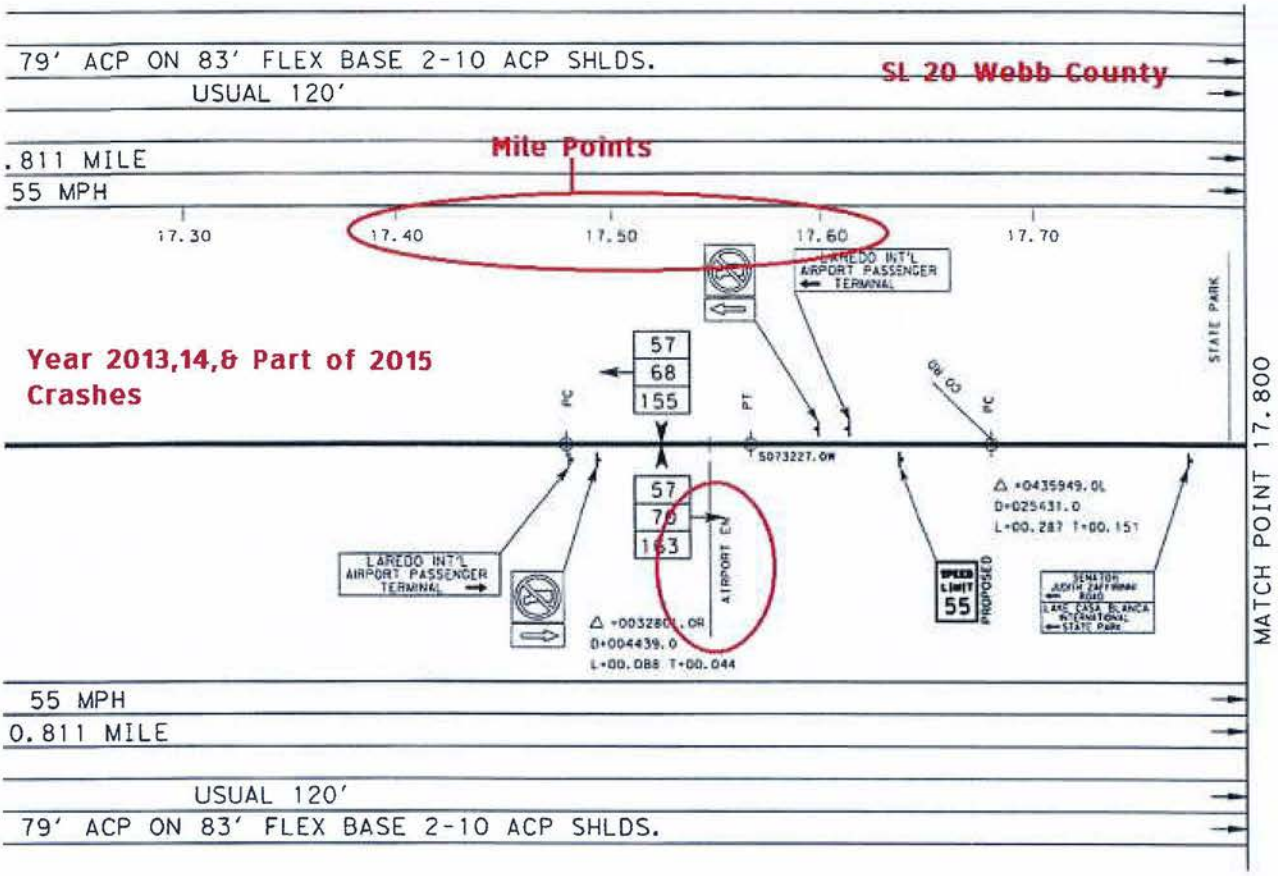
2014

CRASH DATE	1/28/2014	2/25/2014	4/30/2014	7/7/2014	11/6/2014
MILEPOINT	17.691	17.424	17.488	17.613	17.424
SEVERITY	NOT INJURED	POSSIBLE INJURY	POSSIBLE INJURY	NOT INJURED	NOT INJURED
FIRST HARMFUL EVENT	MOTOR VEHICLE IN TRANSPORT	MOTOR VEHICLE IN TRANSPORT	MOTOR VEHICLE IN TRANSPORT	MOTOR VEHICLE IN TRANSPORT	MOTOR VEHICLE IN TRANSPORT
MANNER OF COLLISION:	Two vehicles going same direction both going straight - rear end	Two vehicles approaching at an angle one straight, one left turn	Two vehicles going same direction both going straight - rear end	Two vehicles going same direction one straight, one stopped	Two vehicles going same direction one straight, one left turn
INTERSECTION RELATED?	NON INTERSECTION	DRIVEWAY ACCESS	NON INTERSECTION	INTERSECTION RELATED	NON INTERSECTION
CITATION	FAILED TO CONTROL SPEED	FAILED TO YIELD ROW - TURNING LEFT	FAILED TO CONTROL SPEED	FAILED TO CONTROL SPEED	CHANGED LANE WHEN UNSAFE
CRASH CODE (INTERNAL USE)	13680553	13729213	13830556	13947347	14135286

2015

CRASH DATE	1/22/2015	2/3/2015	2/20/2015	4/21/2015
MILEPOINT	17.424	17.617	17.424	17.424
SEVERITY	NOT INJURED	POSSIBLE INJURY	NOT INJURED	NOT INJURED
FIRST HARMFUL EVENT	FIXED OBJECT	MOTOR VEHICLE IN TRANSPORT	MOTOR VEHICLE IN TRANSPORT	MOTOR VEHICLE IN TRANSPORT
MANNER OF COLLISION:	One vehicle hit a fixed object going straight vehicle hit curb	Two vehicles going same direction both going straight - side swipe	Two vehicles going same direction one straight, one stopped	Two vehicles going same direction both going straight - rear end
INTERSECTION RELATED?	NON INTERSECTION	NON INTERSECTION	NON INTERSECTION	NON INTERSECTION
CITATION	FAILED TO CONTROL SPEED	CHANGED LANE WHEN UNSAFE	FAILED TO CONTROL SPEED	FOLLOWED TOO CLOSELY
CRASH CODE (INTERNAL USE)	14257200	14289533	14310427	14420545

*** This information is taken from the Crash Records Information System (CRIS). The list of accidents is based on accident data uploaded into the system by law enforcement agencies. The milepoint data shown is the milepoint as noted in the Accident Report completed by law enforcement at the time of the accident. The accuracy of each location requires verification of each accident by reviewing the full accident report/description.**


79' ACP ON 83' FLEX BASE 2-10 ACP SHLDS.
USUAL 120'
SL 20 Webb County
.811 MILE
55 MPH
Mile Points
17.30
17.40
17.50
17.60
17.70
LAREDO INT'L AIRPORT PASSENGER TERMINAL
STATE PARK
Year 2013,14,& Part of 2015 Crashes
57
68
155
PC
PT
PC
5073227.0R
57
70
153
AIRPORT EN
LAREDO INT'L AIRPORT PASSENGER TERMINAL
D+004439.0
L+00.088 T+00.044
D+025431.0
L+00.287 T+00.151
SPEED LIMIT 55
PROPOSED
MATCH POINT 17.800
55 MPH
0.811 MILE
USUAL 120'
79' ACP ON 83' FLEX BASE 2-10 ACP SHLDS.

Crash Data