

Laredo Urban Transportation Study

Metropolitan Planning Organization Policy Committee

Notice of Public Meeting

City of Laredo City Hall
City Council Chambers
1110 Houston Street
Laredo, Texas
August 15, 2016
12:00 noon

MEETING AGENDA

- I. CHAIRPERSON TO CALL MEETING TO ORDER
- II. CHAIRPERSON TO CALL ROLL
- III. COMMITTEE AND DIRECTOR'S REPORTS
- IV. CITIZEN COMMENT

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

- V. ITEMS REQUIRING POLICY COMMITTEE ACTION
 - A. Approval of the minutes for the meeting held on July 18, 2016.
 - B. Receive public testimony and approve a Motion authorizing the award and execution of a contract in the amount of \$97,000, with CDM Smith, for the development of the 2013-2045 Travel Demand Model Project.
 - C. Discussion and possible action to adopt a resolution requesting the Texas Transportation Commission allocate additional funds, including but not limited to discretionary funding, to the Laredo Urban Transportation Study Metropolitan Planning Organization and to the Texas Department Of Transportation, Laredo District, to accelerate construction of the

Jacaman Overpass and the roadway segment from U.S. Business 59 to the Airport Drive Overpass on U.S. 59/Loop 20

D. Discussion with possible action on Hachar Road.

E. Discussion with possible action on Mines Road.

VI. REPORT(S) AND PRESENTATIONS (No action required)

A. Presentation by Kristi Flagg, TxDOT's Project Finance Debt & Strategic Contracts Division on TxDOT's Alternative Delivery Support Tool: US 59/IH 69W Project.

B. Status report by TxDOT on:

- a. public and private acreage Right-of-Way on the US 59/ Loop 20 Project; and
- b. progress of environmental review.

C. Status report on the Regional Mobility Authority (RMA).

VII. 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 AUGUST 12TH, BY 12:00 P.M.

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

Información en Español: Personas que planean asistir a esta reunión y que pueden necesitar ayuda o servicios, auxiliares como: intérpretes para personas sordas o con discapacidad auditiva, lectores de letra grande o en Braille, o un traductor para el idioma español deben comunicarse con la Sra Vanessa Guerra, en el Departamento de Planificación de la Ciudad, 1120 San Bernardo Ave. al (956) 794-1613, vguerra@ci.laredo.tx.us, al menos cinco días hábiles antes de la reunión para que los arreglos apropiados se pueden hacer. Materiales in español se proveerán a petición.

 **DISABILITY ACCESS STATEMENT** 

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

CITY OF LAREDO REPRESENTATIVES:

MPO Meeting Agenda for August 15, 2016

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

LAREDO MASS TRANSIT BOARD REPRESENTATIVE:

Honorable Roberto Balli, City Councilmember, District VIII

COUNTY OF WEBB REPRESENTATIVES:

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

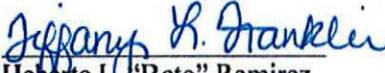
STATE REPRESENTATIVES:

Mr. Pete Alvarez, P.E., District Engineer
Ms. Melisa Montemayor, District Administrator

**** EX-OFFICIO ****

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


Nathan R. Bratton
MPO Director

for: 
Heberto L. "Beto" Ramirez
Acting City Secretary

Laredo Urban Transportation Study

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



MINUTES OF THE JULY 18, 2016 MEETING

I. CHAIRPERSON TO CALL MEETING TO ORDER

Mayor Pete Saenz called the meeting to order at 12:05 p.m.

II. CHAIRPERSON TO CALL ROLL

Nathan R. Bratton, MPO Director, called roll and verified that a quorum existed.

Judge Tijerina made a motion to excuse members not present.

Second: Cm. Galo
In Favor: 7
Opposed: 0
Abstained: 0

Motion carried unanimously

Regular members present:

Honorable Pete Saenz, Mayor and LUTS Chairperson
Honorable Tano E. Tijerina, Webb County Judge
Honorable George Altgelt, City Councilmember, District VII (arrived at 12:09 p.m.)
Honorable Roberto Balli, City Councilmember, District VIII
Honorable John Galo, Webb County Commissioner, Pct. 3
Honorable Jaime Canales, Webb County Commissioner, Pct. 3
Pete Alvarez, TxDOT
Melisa Montemayor, TxDOT

Regular members absent:

Honorable Charlie San Miguel, City Councilmember, District VI

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

State: Albert Ramirez, TxDOT
Ana Duncan, TxDOT
Sara Garza, TxDOT
Carlos Rodriguez, TxDOT

County: Luis Perez Garcia, Webb County Engineering

Others: Antonio Rodriguez, Howard, Needles, Tammen, & Bergendoff
(HNTB, Inc.)
Ruben Soto, Regional Mobility Authority (RMA)
Mike Graham, TxDOT
Anthony Garza, Dannenbaum Engineering
Louie Jones, Dannenbaum Engineering
Berry O'Bryan, Anderson Colombia

III. COMMITTEE AND DIRECTOR'S REPORTS

There was nothing to report from either the Committee or the Director.

IV. CITIZEN COMMENT

Speakers are required to fill out a witness card and submit it to the MPO staff no later than 15 minutes after the start of the meeting. The speaker shall identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a particular issue, they need to select not more than three (3) representatives to speak for them and the presiding officer may limit the public comments further in the interest of an orderly meeting. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

V. ITEMS REQUIRING POLICY COMMITTEE ACTION

A. Approval of the minutes for the meeting held on June 20, 2016.

Cm. Galo made a motion to **approve** the minutes for the meeting held on June 20, 2016.

Second: Judge Tijerina

In Favor: 7
Opposed: 0
Abstained: 0

Motion carried unanimously

B. Receive public testimony and approve Resolution No. MPO 2016-08, adopting the proposed FY 2017 Unified Planning Work Program (UPWP).

Mr. Bratton gave a brief presentation on the proposed UPWP.

Listed below is a summary of the proposed budget.

Subtask	Amount
1.1 Program support administration	\$100,000.00
1.2 Travel, training, equipment	\$20,000.00
2.1 Growth monitoring, projections, website	\$20,000.00
2.2 2013-2045 Travel Demand Model Update Proj	\$100,000.00
3.1 TIP/UPWP/PPP/LEP/By-Laws/Title VI	\$20,000.00
4.1 2015-2040 Metropolitan Transportation Plan	\$5,000.00
5.1 Transit Plan Update	\$40,000.00
5.2 Outer Loop Alignment Study	\$250,000.00
5.3 Freight Mobility Plan	\$250,000.00
5.4 Bicycle and Pedestrian Plan	\$5,000.00
TOTAL	\$810,000.00

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

Second: Judge Tijerina
In Favor: 7
Opposed: 0
Abstained: 0

Motion carried unanimously

Cm. Galo made a motion to **close** the public hearing and **approve** Resolution No. MPO 2016-08, adopting the FY 2017 UPWP.

Second: Cm. Balli
In Favor: 7
Opposed: 0

Abstained: 0

Motion carried unanimously

Cm. Galo made a motion to **combine** consideration and discussion of agenda items V-C and VI-A, B, and C together.

Second: Cm. Canales
In Favor: 7
Opposed: 0
Abstained: 0

Motion carried unanimously

C. Discussion with possible action on the proposed amendment of the Highway MTP/TIP to revise funding on projects 0086-14-081 and 0086-14-065 to facilitate programming of grade separations along Loop 20/U.S. 59 from US 59 to Jacaman for engineering, Right-of-Way acquisition, and construction as proposed by Webb County.

VI. REPORT(S) AND PRESENTATIONS (No action required)

A. Status report on the Regional Mobility Authority (RMA).

- 1. Report on Feasibility Study of a possible Transportation Reinvestment Zone (TRZ) on Vallecillo Road.**
- 2. Status of the RMA's FASTLANE Grant.**
- 3. Status of the Loop 20 project.**

B. Status report by TxDOT on public and private acreage Right-of-Way on the US 59/ Loop 20 Project.

C. Status report by TxDOT on the Fast Lane Grant application submitted for the Main Lanes on Loop 20 over IH 35.

Cm. George Altgelt arrived at the meeting at 12:09 p.m.

Ruben Soto, RMA Chairman, stated the Fast Lane Grant applications submitted by: TxDOT for the Loop 20/IH 35 projects, the RMA for the Jacaman Overpass project, and the City of Laredo for the Toll Booth project, were all denied. He stated no FAST LANE Grant application from Texas was approved.

Cm. Galo stated that in light of the outcome of the FAST LANE Grant application process, the Committee should consider funding the needed Loop 20 overpasses, locally. He stated the total estimated project cost for all proposed overpasses was approximately 180 million dollars.

Mr. Soto stated that alternative methods including a Tax Increment Reinvestment Zone (TIRZ) or a Transportation Reinvestment Zone (TRZ) were still viable option worthy of exploration. He also stated that the RMA's attorneys were in the process of requesting a written opinion form the State Attorney General regarding the formation of a TRZ by the County.

Cm. Canales asked if the MPO was able to allocate funds previously programmed to other projects, and if said monies could be spent on design/build projects.

Mr. Bratton stated that while the MPO may reallocate funds if necessary, the State only allows design/build project development on projects over 250 million dollars.

Pete Alvarez stated TxDOT was in the process of performing an internal analysis to evaluate whether design/build project development would be appropriate for the entire Loop 20 project.

Berry O'Bryan, Anderson Colombia, Inc., stated that some time ago, his firm had submitted a letter to TxDOT proposing the design/build methodology for the project intended to improve Loop 20 to interstate standards.

Louie Jones and Anthony Garza from Dannenbaum Engineering gave a brief presentation on Loop 20/169 funding plan as proposed by their firm.

The summary of the proposed revisions are as followed:

- **Revision** of project CSJ 0086-14-065 intended to construct an interchange facility over IH 35, from 0.330 miles west of IH 35 to 0.160 miles west of McPherson Road, with an estimated project cost of \$39.1 million dollars. **Purpose** of the revision is to reduce funding amounts per the latest construction estimate from \$39.1 million, to \$26,564,945, a reduction of \$12,535,055.
- **Revision** of project CSJ 0086-14-058 which will develop the Schematics / Environmental / PS&E of the Loop 20 Extension, currently funded with \$3.2 million dollars. **Purpose** of the revision is to allocate an additional \$4,641,030 in Coordinated Border Infrastructure Funds (CBI) for the development of the Plans, Specifications and Estimates(PS&E) from US59 to Jacaman. Total project funding for these task will increase from \$3.2 million, by\$4,641,030 to a total of \$7,841,030.
- **Addition** of a project (CSJ yet to be assigned) to fund the acquisition of Right-of-Way from US 59 to the Airport Overpass, to be funded with \$4,806,663 in CBI funds and will be let in FY 2017.
- **Addition** of project CSJ 0086-14-077 to fund the construction of the Airport Overpass. The project construction cost is \$14,785,990 will be funded with

\$2,430,000 in 2017 Proposition 1 funds and \$12,355,991 in Proposition 1 & 7. The project will let in FY 2018.

- **Addition** of project CSJ 0086-14-078 for the construction of the Jacaman Overpass. The project construction cost is \$19,691,424 and will be funded with \$19,691,424 in 2020 in Proposition 1 & 7 Planning funds as listed in the planning targets table released by TxDOT as part of the latest UTP update. The project will let in FY 2020.

Judge Tijerina made a motion to **approve** the proposed funding as presented by Dannenbaum Engineering.

Second: Cm. Canales

Peter Alvarez, District Engineer, requested the Judge Tijerina please amend his motion to reflect the difference between the pre-bid engineer's estimate and the actual bid in January 2017.

Judge Tijerina **amended** his motion as stated by Pete Alvarez, TxDOT District Engineer.

Second: Cm. Canales
In Favor: 8
Opposed: 0
Abstained: 0

Motion carried unanimously

D. Receive public testimony and approve Resolution No. MPO 2016-09, adopting the proposed revision(s) of the 2015-2040 Laredo Metropolitan Transportation Plan (MTP), which are as follows:

- 1. Amending Table 12-10, entitled Roadway and Bicycle/Pedestrian Project Summary and Table 12-12 and 12-15, entitled Category 7 and 10 Roadway Projects, respectively, Figure 13-1, entitled Natural Resources and Federally Funded Projects; Figure 13-2, entitled Cultural Resources and Federally Funded Projects; Figure 13-3, entitled Low Income Areas and Federally Funded Projects; Table 13-1, entitled Federally Funded Projects Environmental Assessment Results; Table 13-3, entitled Federally Funded Projects and Environmental Justice Populations and Table 13-4 entitled Colonias and Federally Funded Projects by:**
 - a. Adding project CSJ 0086-14-081 intended to provide for the constructing and engineering of the ITS portion of an interchange facility over IH35, from 1.400 miles west of IH 35 to 0.600 miles west of**

McPherson Road, with an estimated project cost of \$1,000,000. Proposed project letting date is FY 2017 (January 2017).

- b. ***Adding* project CSJ 0922-33-175 intended to provide funds for PS&E (including right-of-way mapping) for the Hachar-Reuthinger Road Project from FM 1472 to IH35 with an estimated project cost of \$1,634,277. Proposed letting date is FY 2017 (February 2017).**
- c. ***Revising* project CSJ 0922-33-165 intended to provide for construction, engineering, and contingencies for the Hachar-Reuthinger Road Project, from FM 1472 to 0.1 miles east of Beltway Parkway. *Purpose* of amendment is to revise funding amounts from \$22,936,054 in local funds to \$21,437,521 in Category 7 funds and \$5,359,380 in local funds. Proposed letting date is FY 2019 (September 2018).**
- d. **Revision of CSJ 0922-33-166 intended to provide for the construction, engineering and contingencies for the Hachar-Reuthinger Road project, a 5 lane rural roadway, from 0.1 miles east of Beltway Parkway to IH 35 West Frontage Road. Purpose of amendment is to revise funding amounts from \$28,193,851 in local funds to \$17,152,535 in Category 7 funds and \$3,430,507 in local funds. Proposed letting year is FY 2023.**

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

Second: Cm. Balli
In Favor: 8
Opposed: 0
Abstained: 0

Motion carried unanimously

Cm. Galo made a motion to **close** the public hearing and **approve** Resolution No. MPO 2016-09, adopting the proposed revision(s) of the 2015-2040 Laredo Metropolitan Transportation Plan (MTP)

Second: Cm. Balli
In Favor: 8
Opposed: 0
Abstained: 0

Motion carried unanimously

E. Receive public testimony and approve Resolution No. MPO 2016-10 adopting the proposed revision(s) of the 2017-2020 Transportation Improvement Program (TIP):

- 1. ***Addition* of project CSJ 0086-14-065 intended to construct an interchange facility over IH35, from 0.330 miles west of IH 35 to 0.160 miles west of**

McPherson Road, with an estimated project cost of \$38,100,000. Proposed project letting date is FY 2017 (January 2017).

2. **Addition** of project CSJ 0086-14-081 intended to provide for the constructing and engineering of the ITS portion of an interchange facility over IH35, from 1.400 miles west of IH 35 to 0.600 miles west of McPherson Road, with an estimated project cost of \$1,000,000. Proposed project letting date is FY 2017 (January 2017).
3. **Addition** of a project CSJ 0922-33-175 intended to provide funds for PS&E (including right-of-way mapping) for the Hachar-Reuthinger Road Project from FM 1472 to IH35 with an estimated project cost of \$1,634,277. Proposed letting date is February 2017 (FY 17).
4. **Revision** of project CSJ 0922-33-165 intended to provide for construction, engineering, and contingencies for the Hachar-Reuthinger Road Project, from FM 1472 to Beltway Parkway. *Purpose* of amendment is to revise funding amounts from \$22,936,054 in local funds to \$21,437,521 in Category 7 funds and \$5,359,380 in local funds. Proposed letting date is FY 2019 (September 2018).
5. **Revision** of project CSJ 0922-33-076 intended to realign Flecha Lane and Las Cruces along FM 1472. *Purpose* of amendment is to revise the existing funding amounts. Funding amounts will be adjusted from \$1,372,973 Category 10 funds and \$707,412 local funds to \$1,440,411 in Category 10 funds, and \$606,788 local funds.
6. **Revision** of project CSJ 0922-33-093 intended to construct a grade separation at the Calton Road/Santa Maria intersection. *Purpose* of amendment is to revise the existing funding amounts. Funding amounts will be adjusted from \$10,139,817 Category 10 funds and \$11,938,307 local funds to \$12,926,124 Category 10 funds, and 10,088,018 local funds.

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

Second: Cm. Balli
In Favor: 8
Opposed: 0
Abstained: 0

Motion carried unanimously

Cm. Galo made a motion to **close** the public hearing and **approve** Resolution No. MPO 2016-10 adopting the proposed revision(s) of the 2017-2020 TIP, subject to “reflecting the difference between the pre-bid engineer’s estimate and the actual bid” as stated by TxDOT’s District Engineer in the previous motion.

Second: Judge Tijerina
In Favor: 8

Opposed: 0
Abstained: 0

Motion carried unanimously

F. Discussion with possible action on Mines Road.

No action was taken on this item.

VII. ADJOURNMENT

Cm. Balli made a motion to adjourn the meeting at 2:04 p.m.

Second: Judge Tijerina
In Favor: 8
Opposed: 0
Abstained: 0

Motion carried unanimously

Prepared by: Angie Quijano Reviewed by: Vanessa Guerra,
Angie Quijano MPO Staff Vanessa Guerra, MPO Coordinator

Reviewed by: Nathan R. Bratton, Melisa Montemayor,
MPO Director District Administrator

Pete Saenz,
Mayor and LUTS Chairperson

ACTION ITEM

<p>DATE: 08-15-16</p>	<p>SUBJECT: Motion(s) Receive public testimony and approve a Motion authorizing the award and execution of a contract in the amount of \$97,000 with CDM Smith for the development of the 2013-2045 Travel Demand Model Update Project</p>
<p>INITIATED BY: Staff</p>	<p>STAFF SOURCE: Nathan Bratton, MPO Director</p>
<p>PREVIOUS ACTION: On June 20, 2016, the Policy Committee approved a Motion accepting the ranking of firms that submitted proposals in response to the Request for Qualifications (RFQ) issued for the development of the 2013-2045 Travel Demand Model Update Project, approved the selection of CDM Smith, and authorized Staff to enter into negotiations.</p>	
<p>BACKGROUND:</p> <p>The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO during the current fiscal period. The development of 2013-2045 Travel Demand Model Update Project is an objective of the 2017 Unified Planning Work Program, adopted by the MPO in Subtask 2.2</p> <p><u>2.2 Demographic Data Development Project:</u> Objective: To collect and format all the demographic data necessary for input into the 2013-2045 Travel Demand Model. Expected Outcome: all demographic and roadway data, gathered and formatted as necessary for submittal to TxDOT for the preparation of the 2013-2045 Travel Demand Model. TxDOT will update the model from a 2008 to a 2013 base year and from a 2040 forecast year to a 2045 forecast year (Non-Routine work effort-To be conducted by consultant. Project also identified as 2013-2045 Travel Demand Model Update.)</p> <p><u>Firms that submitted proposals as ranked by the Selection Committee:</u></p> <ol style="list-style-type: none"> 1. CDM Smith 2. Alliance Transportation 3. WRA, LLP 4. C & M Associates 5. AIA Engineers, LTD <p><u>The consultant proposes:</u> Fee.....\$97,000 Schedule.....12 months (estimated completion December 31st, 2017) Scope of Work.....See attached scope of work.</p>	
<p>FINANCIAL IMPACT: The MPO has budgeted \$100,000 for this project using federal planning grant (PL112) funds.</p>	
<p>STAFF RECOMMENDATION: TxDOT and MPO staff reviewed the scope, fee and schedule and recommend approval.</p>	

**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 2013-2045 Travel Demand Model

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 2013-2045 Travel Demand Model for the Laredo Metropolitan Area, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and,

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

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

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

WHEREAS, the 2013-2045 Travel Demand Model is approved in the FY 2017 Unified Planning Work Program pursuant to the requirements of Fixing America's Surface Transportation (FAST) Act; and,

WHEREAS, CDM Smith, Inc. is a professional corporation, incorporated in Texas whose local place of business is 8140 Walnut Hill Lane, Ste. 1000, Dallas, TX. 75231; and,

WHEREAS, the Consultant was found to be the best qualified to perform the services requested under the Request for Proposal for the development of the 2013-2045 Travel Demand Model 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 Dec 31, 2017 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 \$97,000 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

Randall Redmond, P.E.
8140 Walnut Hill Lane, Ste. 1000
Dallas, TX. 75231

ARTICLE XII- RECORDS

The L.U.T.S., the City of Laredo, the Texas Department of Transportation, and the U.S. Department of Transportation shall have the right to examine the books and records of Consultant for the purpose of checking the amount of work performed at the time of contract

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

ARTICLE XIII- SUBCONTRACTS

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

ARTICLE XIV- TERMINATION

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

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

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

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

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

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

ARTICLE XV- REMEDIES

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

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

ARTICLE XVI- COMPLIANCE WITH LAWS

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

ARTICLE XVII- SUCCESSORS AND ASSIGNS

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

ARTICLE XVIII- OWNERSHIP OF DOCUMENTS

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

ARTICLE XIX- SIGNATORY WARRANTY

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

ARTICLE XX- CONSULTANT RESOURCES

Consultant shall furnish and maintain, at its own expense, quarters for the performance of all services, and adequate and sufficient personnel and equipment to perform the services required.

All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

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

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

ARTICLE XXI- EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE XXII- NONDISCRIMINATION

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

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

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

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

4. *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the L.U.T.S., the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the L.U.T.S., the Texas

Department of Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

ARTICLE XXIII- MINORITY BUSINESS ENTERPRISES

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this 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 _____, 2016.

Pete Saenz, Chairman
MPO Policy Committee

Randall Redmond, Principal-in-Charge
CDM Smith

SCOPE OF WORK

This Scope of Work includes the eight tasks described below. The final product to be delivered to the Laredo MPO will be travel demand model network, TAZ, and socioeconomic data inputs for 2013, 2018, 2020, 2030 and 2045, which are complete, correct, properly formatted, and in all respects ready for submittal to TxDOT-TPP for them to commence the Laredo travel demand model validation process.

Task 1: Project Management, Coordination, and MPO 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, and review 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.

CONSULTANT will maintain a project schedule that will allow for the efficient execution of project tasks while providing opportunity for MPO and TxDOT-TPP review and comment. The schedule will identify dates for key project milestones, meetings, and project deliverables, and will be updated as needed.

Project Kick-off Meeting - In order to initiate the project and set clear expectations of all project participants, CONSULTANT will participate in the Project Kick-off Meeting with MPO staff and TxDOT-TPP staff. This meeting will be set up by TxDOT-TPP and the MPO, and may be held at the TxDOT offices in Austin with the MPO staff participating via phone. The Project Kick-off Meeting will provide an opportunity to identify issues related to the regional travel demand model that may require special attention, review the project schedule, and begin the data collection process. The determination of the study area will be made by the MPO and will be discussed at the kick-off meeting with the concurrence of TxDOT-TPP.

MPO Technical/Policy Board Meetings - CONSULTANT will attend one meeting with the MPO Technical Committee to present information on the travel demand model update. It is anticipated that this meeting would occur sometime after the submission of the draft report and receipt of agency review input, but prior to preparation of the final report. The timing of this meeting will be coordinated with the MPO.

Project Closeout - To ensure Laredo MPO 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.

Task 1 Deliverables:

- Project Kick-off Meeting and related meeting minutes
- Monthly Progress Reports and Invoices

Task 2: Develop the 2013 Base Year Network

This task involves reviewing and updating the 2008 modeled roadway network to the new 2013 base year. The CONSULTANT team will reference the old 2008 network and the 2013 interim year network that has already been completed. Each of these networks will be reviewed with the dual tasks of preparing an accurate and properly formatted network submittal for TxDOT-TPP and of not losing or duplicating any work that the Laredo MPO has already performed.

Subtask.2.1: Gather Data Sources

The first step in this task will be to acquire existing data needed to update the current model base year 2008 network to the year 2013. This data will include project completion information for the years 2008-2013 as available and roadway inventory files as needed and available from TxDOT. The CONSULTANT will be responsible for obtaining access to web-based digital aerial images that allow for viewing and determination of appearance of new and widen roadways and verification of the configuration of those roadways.

Subtask 2.2: Roadway Network Verification

The CONSULTANT will, using the digital aerial data gathered as part of Subtask 2.1, perform a 'virtual' drive-out of all roadways contained in the 2008 modeling network and identify changes to roadway characteristics, including number of lanes, presence of median and its (if present) configuration, speed limit. Using the same digital area data, supplemented with project completion information also gathered in Subtask 2.1, the consultant will identify any new location roadways for possible inclusion in the 2013 network.

Subtask 2.3: Develop 2013 Travel Demand Model Roadway Network

The results of the verification performed in Subtask 2.2, will be coded to the 2008 network to create the 2013 roadway modeling network. To ensure that the final file is compatible with TxDOT-TPP requirements, the base file for the update will be their "pending network". Information about the existing network conditions and attributes will be used to develop the new 2013 base network in the following steps:

- Verify coding issues and standards with TxDOT-TPP, conforming to the new TexPack model interface and procedures
- Identify differences among the existing network datasets
- Code changes in the 2013 TransCAD network consistent with TxDOT-TPP coding standards
- Simplify the network to eliminate unnecessary nodes
- Add network detail where necessary to facilitate modeling of separate demand or movements.
- Modification (i.e., deletion, change or add) of 2008 network turn penalties as needed for consistency with 2013 roadway operations and link coding
- Prepare a list of any recommended changes with respect to the TAZs and centroid connectors. This list will be discussed with the MPO and TxDOT-TPP as a coordinating step to ensure that the network and TAZ layers remain compatible.

Task 2 Deliverables:

- 2013 modeling network in TransCAD geographic file format suitable for use with the TexPACK modeling framework and containing pending network and *.EDIT fields

- Updated Turn Penalty file in .bin format

Task 3: Update Traffic Analysis Zone Geography

The existing 2008 travel demand model Traffic Analysis Zone (TAZ) geography will be reviewed and updated to represent the TAZ structure to be used for all modeling years (i.e., Base, Interim, Forecast) . The basis for the review and update will be:

1. Changes to the MPO area and/or desired model study area. Should the model study area need to be expanded (or contracted), new TAZs will be proposed or candidate TAZs for removal will be identified.
2. The need to adjust boundaries or split existing TAZs to create network compatibility. Based on the line content of the 2013 base year network developed in Task 2 and the known line content of the interim and forecast year networks, existing TAZ boundary adjustments will be proposed to support compatibility with the modeling networks.
3. The need to adjust boundaries or split existing TAZs for compatibility with land use and development. The existing TAZs will be reviewed in the context of 2013 land development and expected future development with boundary adjustments and/or TAZ splits proposed to accommodate changes in land use and development.
4. All changes made as a result of the above reviews will follow Census geographies as closely as possible.
5. New roadway crossings of the study area boundary. Roadways beyond those providing localized movement will be proposed for new external station TAZs. The proposed new external TAZs will be grouped with prior external TAZs at the current boundary (or new boundary if developed) and renumbered as needed to accommodate new internal TAZs. Stations will be re-numbered to conform to TxDOT standards and an equivalence table linking the old and the new TAZ numbers will be developed.
6. In order to follow TxDOT-TPP modeling standards and to make the model forecasts more technically acceptable, the TAZ geography will be made identical for all analysis years.
7. The definition of all TAZ geography will be coordinated with TxDOT-TPP with a review and approval of modeling networks for all analysis years, followed by a review to ensure that the TAZ geography and the network are fully compatible. This may result in changes to the network after the TAZ geography is finalized.

Task 3 Deliverables:

- Proposed Traffic Analysis Zone layer in TransCAD format..
- Equivalence table for external stations if any new stations or internal TAZs are added.

Task 4: Develop the 2013 TAZ Base Year Socio-Economic Data

While the CONSULTANT developed 2008 base year data at the Traffic Analysis Zone (TAZ) level for the development of the 2040 MTP, this task will involve a review of that work in light of the 2009-2013 American Community Survey (ACS) data, 2011-2013 ACS data, the 2013 Texas Workforce Commission data, and control totals provided by TxDOT-TPP through TTI. By comparing the 2008 TAZ data with the ACS data, adjustments for the population and number of households may be made. Similarly, a

thorough review of the 2013 Texas Workforce Commission data, augmented by data from other sources, will be used as a point of comparison to adjust the TAZ-level employment data within the basic, retail, service, and education categories. Control totals are specified by TxDOT-TPP but are generally based on historic trends; they can be modified if other information indicates that changes in the historic trends are more reasonable.

Subtask 4.1: Gather Existing Data

The first step in this task will be to acquire data needed to initiate development of the 2013 base year TAZ demographic data. Data acquisition tasks shall include securing the data and information to be provided by the MPO as specified in the RFP and additional relevant data from other sources, including:

- 2008 TAZ-level socioeconomic data (population, households, median income, employment) which was previously developed as an interim year forecast
- 2008 special generator input files
- ACS data and 2010 Census population and household data at the block level

Subtask 4.2: Update 2013 TAZ Group Quarters Data

Group quarters data from the 2010 Census will be reviewed against the more current ACS data for an update to the 2013 base year. Following TxDOT standards, only the significant group quarters will be tallied. In practice, this distinction defines any group quarters with 10 or more residents as significant; other group quarters populations are folded back into the standard TAZ population.

Subtask 4.3: Update 2013 TAZ Population and Special Generator Data

Using the data gathered under the previous subtask, CONSULTANT will refine as necessary the 2013 base year population, households, average household size, median household income, and employment in the basic, retail, service, and education categories at the TAZ level. Formats will be as required for the new TexPack interface and procedures. In addition, all existing 32 special generators in the current model will be reviewed, and additional special generators may be added. Because the socioeconomic data for each special generator will be subtracted from the overall demographic data in each TAZ to meet TexPack formatting requirements, work on special generators will progress concurrently. CONSULTANT will work cooperatively with MPO and TxDOT-TPP staff to determine which special generators ultimately will be included in the travel demand model input files.

Specific work efforts for special generators will include:

- Review and verify each special generator
- Identify local planning, public, and private sector contacts and internet sources for special generator data
- Finalize the list of model special generators, including relevant attributes for 2013
- Develop 2013 special generator data in the required TexPack formats

Subtask 4.4: Develop 2013 TAZ Employment Data

Employment data at the TAZ level will be derived from the 2013 individual-employer point data provided through the Texas Workforce Commission. The data will be reviewed for its typical issues of parent-branch employment, out-of-area employment, and non-reported employment categories. The rectified point data will be aggregated to the TAZ level for input to the model.

Task 4 Deliverables:

- 2013 Traffic Analysis Zones in TransCAD format, with columns for all relevant attribute data including group quarters population and special generator data, formatted to TexPack requirements
- 2013 socioeconomic data for each TAZ in Excel format, formatted to TexPack requirements
- Raw and rectified 2013 TWC point data and aggregated TAZ-level data in TransCAD format
- 2013 special generator data TransCAD format and in Excel format, formatted to TexPack requirements

Task 5: Develop the 2045 Future Year Network and Interim Year Networks

To support the analysis of future travel demand, CONSULTANT will develop future year networks for the year 2045 and interim year networks for the years 2018, 2020, 2030, and 2040. The networks will be based upon a list of projects provided by the MPO (derived from its current Transportation Improvement Program and fiscally constrained Metropolitan Transportation Plan), as well as projects contained in municipal and county CIPs. These lists of projects should contain sufficient detail in order to determine the year of project completion as well as the functional classification, the number of lanes, the speed limit and the alignment of the new roadways.

Task 5 Deliverables:

- 2018, 2020, 2030, 2040, and 2045 TransCAD network in TexPack format with pending network and *.EDIT fields
- Updated Turn Penalty file for each network in .bin format

Task 6: Review Traffic Analysis Zones

While the TAZ structure is intended to be held constant for the base and the forecast years, a review will be made of the structure in order to ensure that it is compatible with the final versions of the interim year and 2045 networks and is properly configured to support model validation.

Subtask 6.1: Review Future Year Demographics, Network, and TAZ Structure

The finalized interim year and forecast year networks and TAZ population and employment will be reviewed against the TAZ structure developed in Task 3 to verify that the TAZ structure is consistent with the needs of both the 2013 and the 2045 models. TAZ boundaries, network, and centroid loading will be reviewed. As the goal is to keep the TAZ structure consistent for both all years, this will be an iterative process.

Task 6 Deliverables:

- Finalized TAZ structure in TransCAD geographic file format.
- Documentation of any issues and comments related to the adjustments to the TAZ structure to make it supportive of both model years.

Task 7: Develop the Forecast Year Socio-Economic Data

CONSULTANT will develop TAZ-level socioeconomic data for the 2045 forecast year and for the interim years 2018, 2020, 2030, and 2040.

Subtask 7.1: Collect Supporting Data for Future Year Demographics

The first step in this task will be to acquire existing data from primary sources. Data acquisition tasks shall include securing the data and information to be provided by the MPO as specified in the RFP and additional relevant data from other sources, including:

- Existing interim year forecast data which has already been prepared
- TxDOT-TPP regional control totals derived through UTSA
- Texas State Data Center population estimates for MPO planning area
- Comprehensive Plans, Future Land Use, and Thoroughfare Plans and other planning documents
- Additional data (e.g., building permit data) and insight on future growth patterns and specific areas targeted for development from MPO member jurisdictions
- Known significant development proposals will be explicitly reviewed. Review shall include the River Drive Mall redevelopment into the Outlet Shops, the River Vega projects, and projected new high schools

Using building permit data and current digital orthophotography, new construction from 2013 to the present day will be identified to be included in the future year demographic projections. This new construction as well as preliminary/final site development plans will be used to develop population, household, and employment estimates by TAZ for the 2045 forecast year.

Subtask 7.2: Conduct MPO-member Jurisdiction One-on-One Meetings

CONSULTANT, accompanied by MPO staff, will conduct a series of meetings with planners from the City of Laredo, Webb County, the Laredo and United Independent School Districts, and the Laredo District Texas Department of Transportation to discuss likely growth areas in the region.

Subtask 7.3: Refine Growth Allocation Tool

Based upon the information gathered at the meetings described in Subtask 7.2, CONSULTANT will refine its growth allocation tool that it used to forecast population, household, and employment values during the development of the MPO's 2040 MTP. Currently, this tool uses the following "attraction factors" to allocate growth to each TAZ: Availability of Developable Land, Proximity to Major Roads, Accessibility, Proximity to Downtown, and Planned Developments. Updates to the input data and updates to the attraction factors used in the tool will be considered. Growth trends as revealed in the ACS and in the 2010 Census will be explicitly considered.

Subtask 7.4: Develop Future Year Socioeconomic and Special Generator Data

Based upon the refined tool, CONSULTANT will develop population, households, average household size, median household income, and employment in the basic, retail, service, and education categories at the TAZ level, as well as future year Special Generator data. Formats will be as required for the TexPack format, with special generator data shown separately for each TAZ.

Task 7 Deliverables:

- Excel, GIS, and other related files used to develop the growth allocation tool used for allocating control total demographics to the TAZ level.
- Traffic Analysis Zone layer in TransCAD and ArcGIS formats for the years 2018, 2020, 2030, 2040, and 2045, with columns for all relevant attribute data, following the TexPack format for each year

- Socioeconomic data for each TAZ in Excel format for each forecast year, formatted to support TexPack requirements
- Special generator data in Excel format for each forecast year, formatted to support TexPack requirements

Task 8: Prepare Documentation and Deliver Final Data

To close out the study, all previously submitted and accepted digital deliverables will be consolidated and placed on a single CD and organized using the standard TexPack model organization and file names. In addition, CONSULTANT will develop a final report that will detail the data acquisition, update, and formatting processes used to develop the final deliverables. A final presentation will be made to the MPO Technical Committee and/or Policy Board.

Task 8: Deliverables:

- One project CD, containing the following:
 - 2013 model roadway network and centroid connectors in TransCAD and Geodatabase format (Task 2)
 - Traffic Analysis Zones in TransCAD and ArcGIS format (Task 3 & Task 6)
 - 2013 socioeconomic data for each TAZ in TexPack format (Task 4)
 - 2013 special generator data in TexPack format (Task 4)
 - 2018, 2020, 2030, 2040, and 2045 travel demand roadway network files in TransCAD format (Task 5)
 - Excel, GIS, and other related files used to develop the growth allocation tool used for allocating control total demographics to the TAZ level (Task 7)
 - 2018, 2020, 2030, 2040, and 2045 socioeconomic TAZ-level data in Excel format and TexPack format (Task 7)
 - 2018, 2020, 2030, 2040, and 2045 special generator data in in TexPack format (Task 7)
 - Model Development Technical Documentation Report, in Word and PDF format (Task 8)

Task 9: Ongoing Support During the TxDOT-TPP Initiation of the Validation Process

The Task 8 deliverables represent the final travel demand model network, TAZ and socioeconomic inputs for the travel model. These will be complete, correct, properly formatted, and in all respects ready for submittal to TxDOT-TPP for them to commence the Laredo travel demand model validation process.

To maintain the MPO's ability respond to any questions on these deliverables that may develop following review by TxDOT and/or during use in the travel model validation quickly and efficiently, CONSULTANT will remain available after the final delivery to serve as a resource and technical representative with TxDOT-TPP through the life of the 2013 model validation process.

Task 9: Deliverables:

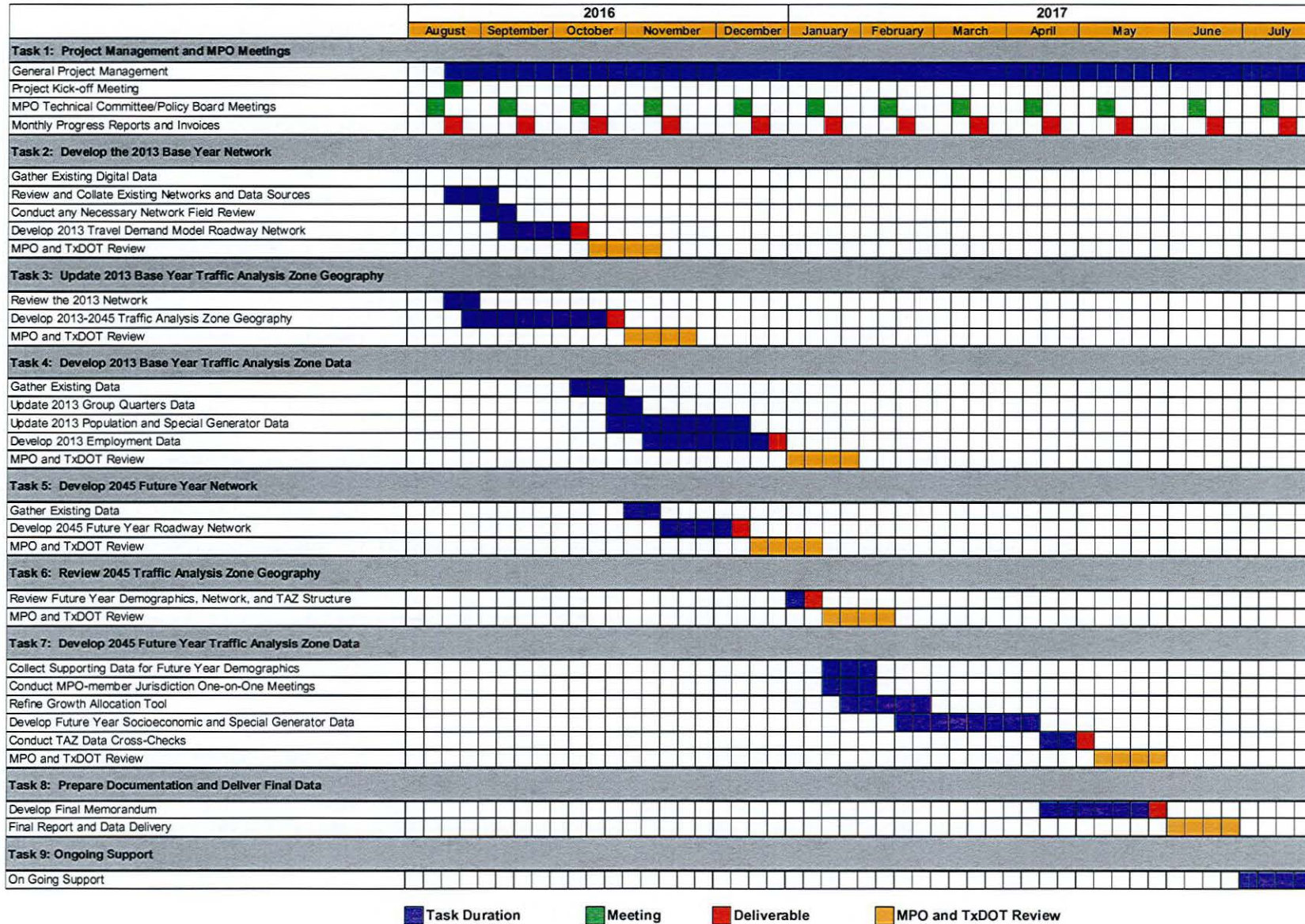
- Support as necessary to address questions or issues raised during the model validation process

- Updates to deliverables as required
- Documentation of any action taken in an appropriate format

BUDGET

Project Task	Hours	Loaded Labor Cost	Direct Expenses	Total
Task 1 - Project Management and MPO Meetings	100	\$ 14,800.00	\$ 2,032.00	\$ 16,832.00
Task 2 - Review and Update 2013 Model Roadway Network	53	\$ 7,700.00	\$ 504.00	\$ 8,204.00
Task 3 - Review and Update 2013 TAZ Geography	53	\$ 7,700.00	\$ 100.00	\$ 7,800.00
Task 4 - Review and Update 2013 TAZ and Special Gen. Data	103	\$ 13,400.00	\$ 1,334.00	\$ 14,734.00
Task 5 - Develop Interim Year & 2045 TDM Roadway Networks	53	\$ 8,000.00	\$ 100.00	\$ 8,100.00
Task 6 - Review-TAZ Geography	33	\$ 4,700.00	\$ 100.00	\$ 4,800.00
Task 7 - Develop Interim Year & 2045 TAZ Data and Special Gen. Data	131	\$ 16,900.00	\$ 1,330.00	\$ 18,230.00
Task 8 - Prepare Documentation and Deliver Final Data	82	\$ 11,100.00	\$ 1,000.00	\$ 12,100.00
Task 9 - Ongoing Support	40	\$ 6,200.00		\$ 6,200.00
Total	648	\$ 90,500.00	\$ 6,500.00	\$ 97,000.00

SCHEDULE



BUDGET

Project Task	Hours	Loaded Labor Cost	Direct Expenses	Total
Task 1 - Project Management and MPO Meetings	100	\$ 14,800.00	\$ 2,032.00	\$ 16,832.00
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Task 5 - Develop 2045 TDM Roadway Networks	53	\$ 8,000.00	\$ 100.00	\$ 8,100.00
Task 6 - Review 2045 TAZ Geography	33	\$ 4,700.00	\$ 100.00	\$ 4,800.00
Task 7 - Develop 2045 TAZ Data and Special Gen. Data	131	\$ 16,900.00	\$ 1,330.00	\$ 18,230.00
Task 8 - Prepare Documentation and Deliver Final Data	82	\$ 11,100.00	\$ 1,000.00	\$ 12,100.00
Task 9 - Ongoing Support	40	\$ 6,200.00		\$ 6,200.00
Total	648	\$ 90,500.00	\$ 6,500.00	\$ 97,000.00

V. ITEMS REQUIRING POLICY COMMITTEE ACTION

- C. Discussion and possible action to adopt a resolution requesting the Texas Transportation Commission allocate funds, including but not limited to discretionary funding, to the Laredo Urban Transportation Study Metropolitan Planning Organization and to the Texas Department of Transportation, Laredo District, to accelerate construction of the Jacaman Overpass and the roadway segment from U.S. Business 59 to the Airport Drive Overpass on U.S. 59/Loop 20.

V. ITEMS REQUIRING POLICY COMMITTEE ACTION

- D. Discussion with possible action on Hachar Road.
- E. Discussion with possible action on Mines Road

VI. REPORT(S) AND PRESENTATIONS (No action required)

- A. Presentation by Kristi Flagg, TxDOT's Project Finance Debt & Strategic Contracts Division on TxDOT's Alternative Delivery Support Tool: US 59/IH 69W Project.
- B. Status report by TxDOT on:
 - a. public and private acreage Right-of-Way on the US 59/Loop 20 Project; and
 - b. progress of environmental review
- C. Status report on the Regional Mobility Authority (RMA).