

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 18, 2014
12:00 noon**

MEETING AGENDA

- I. CHAIRPERSON TO CALL MEETING TO ORDER
- II. CHAIRPERSON TO CALL ROLL:
- III. COMMITTEE AND DIRECTOR'S REPORTS (No action required)
- III. ITEMS REQUIRING POLICY COMMITTEE ACTION
 1. Approval of the minutes for the meeting held on July 21, 2014.
 2. Receive public testimony and initiate a 10 day public review and comment period for the proposed amendment(s) to the MPO By-Laws.
 3. Authorizing the execution of Amendment #2 of the contract with CDM Smith for professional services related to the development of the 2008-2040 Travel Demand Model Update Project in order to revise the contract completion date from September 30, 2014 to January 31, 2015.
 4. Discussion with possible action on the proposed 2015-2040 Laredo Metropolitan Transportation Plan (MTP) Project Evaluation Criteria.
- IV. TECHNICAL COMMITTEE REPORT(S) (No action required)
- V. ADJOURNMENT

THIS NOTICE WAS POSTED AT THE MUNICIPAL GOVERNMENT OFFICES, 1110 HOUSTON STREET, LAREDO, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES. SAID NOTICE WAS POSTED BY AUGUST 15TH, 2014, BY 12:00 NOON.

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

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

CITY OF LAREDO REPRESENTATIVES:

Honorable Raul G. Salinas, Mayor and LUTS Chairperson
Honorable Roque Vela, Jr., City Councilmember, District V
Honorable Juan Narvaez, City Councilmember, District IV
Honorable Jorge A. Vera, City Councilmember, District VII

COUNTY OF WEBB REPRESENTATIVES:

Honorable Danny Valdez, Webb County Judge
Honorable John Galo, Webb County Commissioner, Pct. 3
Honorable Jaime Canales, Webb County Commissioner, Pct. 4


STATE REPRESENTATIVES:

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

**** EX-OFFICIO ****

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


Nathan R. Bratton
MPO Director


Gustavo Guevara, Jr.
City Secretary

Laredo Urban Transportation Study

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



MINUTES OF THE JULY 21, 2014, MEETING

I. CALL TO ORDER

Judge Valdez called the meeting to order at 12:08 p.m.

II. CHAIRPERSON TO CALL ROLL

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

Regular members present:

Danny Valdez, Webb County Judge
Honorable Juan Narvaez, City Councilmember, District IV
Honorable Roque Vela, Jr. City Councilmember, District V
Honorable Jorge A. Vera, City Councilmember, District VII
Melisa Montemayor, TxDOT

Regular members not present:

Honorable Raul G. Salinas, Mayor and LUTS Chairperson
Honorable Jaime Canales, Webb County Commissioner, Pct. 4
Honorable John Galo, Webb County Commissioner, Pct. 3
Albert 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

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

There was nothing to report.


VI. ADJOURNMENT

Cm. Narvaez made a motion to adjourn the meeting at 12:34 p.m.

Second: Cm. Vera
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

Raul G. Salinas,
Mayor and LUTS Chairperson

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

STAFF COMMENTS CONTINUED:

Section 2.1(d), (e), and (f) shall be revised as follows:

(d) Laredo Mass Transit Board's presiding officer/Mayor shall appoint one member to represent the Laredo Mass Transit Board.

~~(d)~~(e) The County Judge of the County of Webb shall appoint the two County Commissioners that represent the County of Webb.

~~(e)~~(f) Appointments to the Policy Committee shall be for a period of two years. A member may be reappointed with no limitation to number of terms, except that such term will not continue in the event an officer becomes ineligible for membership on the Policy Committee.

Section 2.3(b) shall be revised as follows:

~~(b) The Texas Department of Transportation (TxDOT) will appoint the District Advanced Transportation Planning and Development Director who shall act as Vice Chairperson of the Technical Committee and will coordinate the administration and transportation planning activities of the MPO with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and TxDOT.~~

(b) The Texas Department of Transportation (TxDOT) will appoint two Planning Representatives, one of whom shall act as Vice-Chairperson of the Technical Committee. The TxDOT TPP Field Representative will coordinate the administration and transportation planning activities of the MPO with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and TxDOT.

Section 2.3 (c)3 shall be revised as follows

3. State Representatives:
 - TxDOT Planning Representative (Vice-Chairperson)
 - TxDOT Special Projects Coordinator
 - TxDOT Planning Representative
 - TxDOT Area Engineer
 - TxDOT South Region Field Representative
 - TxDOT TPP Field Representative

**BYLAWS AND OPERATING PROCEDURES
LAREDO URBAN TRANSPORTATION STUDY**

**ARTICLE I
DEFINITIONS, PURPOSE AND AUTHORITY**

Section 1.1 Definitions

- **Laredo Urban Transportation Study (LUTS)** - The Transportation Planning Committee designated by the Governor of the State of Texas as the Metropolitan Planning Organization (MPO) for the Laredo Urbanized Area.
- **Metropolitan Planning Area-** The geographic area for which the MPO is responsible and in which the metropolitan transportation planning process must be carried out pursuant to Title 23 USC Section 134 and Title 49 USC Section 5303.
- **Metropolitan Planning Organization (MPO)** - The forum for cooperative transportation decision-making, as designated by the Governor, and units of general-purpose local government representing 75 percent of the affected metropolitan population. The MPO is responsible for identifying local transportation needs, in cooperation with the Texas Department of Transportation (TxDOT), following a "Continuing, Comprehensive, and Cooperative" transportation planning process pursuant to 23 USC 134. The MPO is also responsible for proposing and recommending projects for all modes of urban transportation to those governmental units that are responsible for program development and project implementation.
- **Metropolitan Planning Organization Policy Committee (Policy Committee)** - The policy body, established pursuant to 23 USC 134, with the responsibility for establishing overall transportation for, and taking the required approval actions as the Metropolitan Planning Organization. The Policy Committee is comprised of those governmental agencies identified in the original designation agreement and those agencies or organizations subsequently added to the membership of the board. The Policy Committee shall have decision-making authority over issues such as the Unified Planning Work Program (UPWP), the Transportation Improvement Program (TIP) and the Metropolitan Transportation Plan (MTP).
- **Metropolitan Planning Organization Technical Review Committee (Technical Committee)** - The body of the MPO responsible for professional and technical review of work programs, policy recommendations and transportation planning activities. The Technical Committee shall review issues for accuracy and advise the Policy Committee on recommended actions. The Technical Committee is composed of representatives of the City of Laredo, the County of Webb, the Texas Department of Transportation and private sector representatives.
- **Fiscal Agent for the Metropolitan Planning Organization (Fiscal Agent)** – The governmental entity or agency designated by written agreement between the MPO Policy Committee and the governmental entity or agency providing fiscal administrative services and other services (which may include personnel and staff support) to the MPO Policy Committee and the Staff of the MPO.

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- **Laredo Metropolitan Transportation Plan (MTP)** - The MTP is an official, comprehensive, intermodal transportation plan developed and adopted for the Laredo Metropolitan Area through the transportation planning process. The MTP identifies the existing and future transportation needs and develops coordinated strategies to provide the necessary transportation facilities essential for the continued mobility and economic vitality of Laredo. These coordinated transportation strategies include roadway development and operations, truck and rail freight movement, transit operations, bikeways and pedestrian facilities. The development of the MTP is required under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to assure the continuation of federal transportation funds. The plan shall address a continuous twenty-year planning horizon.
- **Transportation Improvement Program (TIP)** - A staged, multiyear, intermodal program, of transportation projects which is consistent with the metropolitan transportation plan and which is also financially constrained.
- **Unified Planning Work Program (UPWP)** - Shall mean the program of work that includes goals, objectives and/or tasks required by each of the several agencies involved in the metropolitan transportation planning process. The UPWP shall describe metropolitan transportation and transportation-related planning activities anticipated in the area during the next one-year period and reflect transportation planning work to be funded by federal, state or local transportation or transportation-related planning funds.

Section 1.2 Purpose

The Laredo Urban Transportation Study (LUTS) is the designated Metropolitan Planning Organization (MPO) responsible for identifying local transportation needs in cooperation with the Texas Department of Transportation (TxDOT). The LUTS is also the entity responsible for proposing and recommending projects for all modes of urban transportation to those governmental units that are responsible for program development and project implementation.

Section 1.3 Authority

The MPO shall have the following authority pursuant to 23 CFR Part 450:

- (a) To develop and establish policies, procedures, plans and programs for the metropolitan area.
- (b) To certify such actions as may be necessary to comply with state and federal regulations.
- (c) To establish such rules of procedure and approve such actions as it deems necessary to fulfill its purposes.

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- (d) To ensure those requirements of 23 USC 134 and 135 and 49 USC, Chapter 53, 5301, et seq. are carried out.
- (e) To use federal transportation planning funds, as well as in-kind matching funds as authorized by the Texas Transportation Commission, to develop and maintain a comprehensive regional transportation planning program in conformity with requirements of 23 USC 135 and 49 USC 5303.
- (f) To adopt a Metropolitan Transportation Plan (MTP) for the metropolitan planning area that will complement the Statewide Transportation Plan required by state and federal laws, a Transportation Improvement Program and a Unified Planning Work Program and such other planning documents and reports that may be required by state or federal laws or regulations.
- (g) To establish one or more advisory committees to assist in the transportation planning process and/or assist in promoting the implementation of approved plans. The Policy Committee may create ad-hoc committees or other technical subcommittees.

**ARTICLE II
MEMBERSHIP, TERMS AND ADMINISTRATION**

Section 2.1 Membership and Qualifications

- (a) The Laredo Urban Transportation Study (LUTS) shall be comprised of a Policy Committee and a Technical Committee. The Policy Committee shall include the following members:

City of Laredo:	Mayor (Chairperson) [Three City Councilmembers, as appointed by the Mayor in his/her sole discretion.] <u>Two City Councilmembers, as appointed by the Mayor in his/her sole discretion.</u>
<u>Laredo Mass Transit Board</u>	<u>One Laredo Mass Transit Board member as appointed by the Board's presiding officer/Mayor in his/her sole discretion.</u>
County of Webb:	County Judge (Vice-Chairperson) Two County Commissioners as appointed by the Webb County Judge in his/her sole discretion.

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notice may be posted at TxDOT Laredo District Office, and on the City of Laredo and Webb County website. The Transportation Planning Director shall insure that at least two copies of the agenda and such supporting documentation as is available to the Policy Committee are made available for public inspection in the MPO offices at the same time they are made available to the Policy Committee members.

- (e) All official actions of the Policy Committee shall be duly recorded in the minutes of the meeting.
- (f) The Mayor of the City of Laredo shall serve as Chairperson of the Policy Committee. The responsibilities of the Chairperson shall include, but are not limited to the following:
 - 1. Preside at all meeting of the Policy Committee.
 - 2. Authenticate, by signature, all resolutions adopted by the Policy Committee.
 - 3. Serve as chief policy advocate for the Policy Committee.
 - 4. Represent the committee at hearings, conferences, and other events as required or designate another member of the Committee or the Chairperson of the Technical Committee to represent the Chairperson.
- (g) The County Judge of the County of Webb shall serve as Vice Chairperson of the Policy Committee. During the absence of the Chairperson, the Vice Chairperson shall preside over meetings and shall exercise all the duties of the Chairperson.
- (h) In the absence of the Chairperson and Vice Chairperson from a Policy Committee meeting at which a quorum is present, the remaining members present shall elect a presiding officer who shall serve until the conclusion of that meeting or until the arrival of the Chairperson or Vice Chairperson.

Section 2.3 Administration

- (a) The City of Laredo Planning Director shall act as the Transportation Planning Director for the MPO. The responsibilities of the Director shall include, but are not limited to the following:
 - 1. All staff support for the Policy Committee, oversight and coordination of MPO administration and transportation planning activities, grant administration, maintaining records and providing notice of meetings as required by the Public Involvement Process.
 - 2. Shall act as Chairperson of the Technical Committee with responsibility for drafting findings and recommendations of the Technical Committee for review by the Policy Committee.

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3. Shall be responsible for all plans and reports prepared by and for the review and consideration of the Policy Committee and for submitting the recommended policies, procedures and programs of the Technical Committee to the Policy Committee.
4. Supervise the MPO staff.
5. Serve as a liaison to the Texas Department of Transportation's planning program through the department's district office and the department's Transportation Planning and Programming Division's representative.
6. In cooperation with the Texas Department of Transportation, collect, maintain, forecast, and report to the department appropriate socioeconomic, roadway, and travel data.
7. Prepare and submit all required plans, reports, programs, data, and certifications.
8. Develop and present to the MPO Policy Committee a Metropolitan Transportation Plan for the metropolitan planning area, a Transportation Improvement Program and a Unified Planning Work Program and such other planning documents and reports that may be required by state or federal laws or regulations.

~~(b) The Texas Department of Transportation (TxDOT) will appoint the District Advanced Transportation Planning and Development Director who shall act as Vice-Chairperson of the Technical Committee and will coordinate the administration and transportation planning activities of the MPO with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and TxDOT.~~

(b) The Texas Department of Transportation (TxDOT) will appoint two Planning Representatives, one of whom shall act as Vice-Chairperson of the Technical Committee. The TxDOT TPP Field Representative will coordinate the administration and transportation planning activities of the MPO with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and TxDOT.

(c) The Technical Committee shall include the following:

1. City Representatives:
 - Laredo City Planner
 - The General Manager of the City Transit System
 - Laredo Director of Traffic Safety
 - Laredo Airport Manager
 - Laredo City Engineer
 - Laredo Bridge Director

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2. County and Regional Representatives:
Webb County Planning Director
South Texas Development Council Regional Planning Director
The General Manager of the Rural Transit System
Webb County Engineer

3. State Representatives:
TxDOT Planning Representative (Vice-Chairperson)
~~TxDOT Special Projects Coordinator~~
TxDOT Planning Representative
TxDOT Area Engineer
~~TxDOT South Region Field Representative~~
TxDOT TPP Field Representative

4. Federal representatives:
FHWA Planning Representative (Austin)

5. Private Sector Representatives:
A representative of the Kansas City Southern Railroad Company
A representative of the Union Pacific Railroad Company
A representative of the Laredo Transportation Association
A Transportation Provider Representative who shall also serve on the Laredo Transportation Advisory Committee

6. School system representatives
A representative of the Laredo Independent School District
A representative of the United Independent School District
A representative of Texas A&M International University
A representative of Laredo Community College

- (d) Each voting member of the Technical Committee may have a designated alternate member to serve on the committee in the member's absence. Appointed alternate members will have the voting rights and privileges of members when serving in the absence of the Technical Committee member.

The responsibilities of the Technical Committee shall include technical review of work programs, policy recommendations and the transportation planning activities.

Section 2.4 Ethic Policy for MPO Policy Members and Employees

- (a) A policy board member or employee of a metropolitan planning organization may not:
- (1) accept or solicit any gift, favor, or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or

**BYLAWS AND OPERATING PROCEDURES
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employee knows or should know is being offered with the intent to influence the member's or employee's official conduct; or,

(2) accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position; or,

(3) accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of the member's or employee's official duties; or,

(4) make personal investments that could reasonably be expected to create a substantial conflict between the member's or employee's private interest and the public interest; or,

(5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's or employee's official powers or performed the member's or employee's official duties in favor of another.

**ARTICLE III
AMENDMENTS**

Section 3.1 Bylaw Revisions

The Bylaws may be revised or amended by approval of the Policy Committee at a meeting at which a quorum, as defined herein, is present.

PASSED AND APPROVED, on this the 18th day of August 2014.

Honorable Raul G. Salinas
Mayor of Laredo and Chairperson of the
LUTS Transportation Planning Committee

We certify that the LUTS By-laws were revised at a public meeting of the Policy Committee of the Laredo Urban Transportation Study (LUTS)

Nathan Bratton

Melisa Montemayor

“(21) TRANSIT.—The term ‘transit’ means public transportation.

“(22) URBAN AREA.—The term ‘urban area’ means an area that includes a municipality or other built-up place that the Secretary, after considering local patterns and trends of urban growth, decides is appropriate for a local public transportation system to serve individuals in the locality.

“(23) URBANIZED AREA.—The term ‘urbanized area’ means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an ‘urbanized area’ by the Secretary of Commerce.”.

SEC. 20005. METROPOLITAN TRANSPORTATION PLANNING.

(a) AMENDMENT.—Section 5303 of title 49, United States Code, is amended to read as follows:

“§ 5303. Metropolitan transportation planning

“(a) POLICY.—It is in the national interest—

“(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight and foster economic growth and development within and between States and urbanized areas, while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

“(2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 5304(d).

“(b) DEFINITIONS.—In this section and section 5304, the following definitions apply:

“(1) METROPOLITAN PLANNING AREA.—The term ‘metropolitan planning area’ means the geographic area determined by agreement between the metropolitan planning organization for the area and the Governor under subsection (e).

“(2) METROPOLITAN PLANNING ORGANIZATION.—The term ‘metropolitan planning organization’ means the policy board of an organization established as a result of the designation process under subsection (d).

“(3) NONMETROPOLITAN AREA.—The term ‘nonmetropolitan area’ means a geographic area outside designated metropolitan planning areas.

“(4) NONMETROPOLITAN LOCAL OFFICIAL.—The term ‘nonmetropolitan local official’ means elected and appointed officials of general purpose local government in a nonmetropolitan area with responsibility for transportation.

“(5) REGIONAL TRANSPORTATION PLANNING ORGANIZATION.—The term ‘regional transportation planning organization’ means a policy board of an organization established as the result of a designation under section 5304(l).

“(6) TIP.—The term ‘TIP’ means a transportation improvement program developed by a metropolitan planning organization under subsection (j).

“(7) URBANIZED AREA.—The term ‘urbanized area’ means a geographic area with a population of 50,000 or more, as determined by the Bureau of the Census.

“(c) GENERAL REQUIREMENTS.—

“(1) DEVELOPMENT OF LONG-RANGE PLANS AND TIPS.—To accomplish the objectives in subsection (a), metropolitan planning organizations designated under subsection (d), in cooperation with the State and public transportation operators, shall develop long-range transportation plans and transportation improvement programs through a performance-driven, outcome-based approach to planning for metropolitan areas of the State.

“(2) CONTENTS.—The plans and TIPS for each metropolitan area shall provide for the development and integrated management and operation of transportation systems and facilities (including accessible pedestrian walkways and bicycle transportation facilities) that will function as an intermodal transportation system for the metropolitan planning area and as an integral part of an intermodal transportation system for the State and the United States.

“(3) PROCESS OF DEVELOPMENT.—The process for developing the plans and TIPS shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems to be addressed.

“(d) DESIGNATION OF METROPOLITAN PLANNING ORGANIZATIONS.—

“(1) IN GENERAL.—To carry out the transportation planning process required by this section, a metropolitan planning organization shall be designated for each urbanized area with a population of more than 50,000 individuals—

“(A) by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the affected population (including the largest incorporated city (based on population) as determined by the Bureau of the Census); or

“(B) in accordance with procedures established by applicable State or local law.

“(2) STRUCTURE.—Not later than 2 years after the date of enactment of the Federal Public Transportation Act of 2012, each metropolitan planning organization that serves an area designated as a transportation management area shall consist of—

“(A) local elected officials;

“(B) officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation; and

“(C) appropriate State officials.

“(3) LIMITATION ON STATUTORY CONSTRUCTION.—Nothing in this subsection shall be construed to interfere with the authority, under any State law in effect on December 18, 1991, of a public agency with multimodal transportation responsibilities—

“(A) to develop the plans and TIPS for adoption by a metropolitan planning organization; and

[Federal Register Volume 79, Number 105 (Monday, June 2, 2014)]

[Rules and Regulations]

[Pages 31214-31219]

From the Federal Register Online via the Government Printing Office [www.gpo.gov]

[FR Doc No: 2014-12163]

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

49 CFR Part 613

Federal Highway Administration

23 CFR Part 450

[Docket No. FTA-2013-0029]

Policy Guidance on Metropolitan Planning Organization (MPO)
Representation

AGENCIES: Federal Transit Administration (FTA) and Federal Highway
Administration (FHWA), DOT.

ACTION: Policy guidance.

SUMMARY: The FTA and FHWA are jointly issuing this guidance on
implementation of provisions of the Moving Ahead for Progress in the
21st Century Act (MAP-21), that require representation by providers of
public transportation in each metropolitan planning organization (MPO)
that serves a transportation management area (TMA) no later than
October 1, 2014. The purpose of this guidance is to assist MPOs and
providers of public transportation in complying with this new
requirement.

DATES: Effective June 2, 2014.

FOR FURTHER INFORMATION CONTACT: Dwayne Weeks, FTA Office of Planning
and Environment, telephone (202) 366-4033 or Dwayne.Weeks@dot.gov; or
Harlan Miller, FHWA Office of Planning, telephone (202) 366-0847 or
Harlan.Miller@dot.gov.

SUPPLEMENTARY INFORMATION:

Introduction

The FTA and FHWA are jointly issuing this policy guidance on the
implementation of 23 U.S.C. 134(d)(2)(B) and 49 U.S.C. 5303(d)(2)(B),
as amended by sections 1201 and 20005 of MAP-21, Public Law 112-141,
which require representation by providers of public transportation in
each MPO that serves an area designated as a TMA by October 1, 2014.\1\

EXHIBIT C

A TMA is defined as an urbanized area with a population of over 200,000 individuals as determined by the 2010 census, or an area with a population of fewer than 200,000 individuals that is designated as a TMA by the request of the Governor and the MPO designated for the area.\2\ As of the date of this guidance, of the approximately 420 MPOs throughout the Nation, approximately 210 MPOs serve an area designated as a TMA. The FTA and FHWA will issue a joint notice of proposed rulemaking to amend 23 CFR part 450 and 49 CFR part 613 to make these planning regulations consistent with these and other current statutory requirements. Once FTA and FHWA issue a final rule amending the planning regulations, MPOs must comply with the requirements in those regulations.

\1\ ``Not later than 2 years after the date of enactment of the Federal Public Transportation Act of 2012, each metropolitan planning organization that serves an area designated as a transportation management area shall consist of . . . officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation.' 49 U.S.C. 5303(d)(2)(B). See also 23 U.S.C. 134(d)(2)(B).

\2\ 23 U.S.C. 134(k)(1); 49 U.S.C. 5303(k)(1).

To increase the accountability and transparency of the Federal-aid highway and Federal transit programs and to improve project decisionmaking through performance-based planning and programming, MAP-21 establishes a performance management framework. The MAP-21 requires FHWA to establish, through a separate rulemaking, performance measures and standards to be used by States to assess the condition of the pavements and bridges, serious injuries and fatalities, performance of the Interstate System and National Highway System, traffic congestion, on-road mobile source emissions, and freight movement on the Interstate System.\3\ The MAP-21 also requires FTA to establish, through separate rulemakings, state of good repair and safety performance measures, and requires each provider of public transportation to establish performance targets in relation to these performance measures.\4\

\3\ 23 U.S.C. 150(c).

\4\ 49 U.S.C. 5326(b), (c), 5329(b), (d).

To establish performance targets that address these performance measures, States and MPOs must coordinate their targets with each other to ensure consistency, to the maximum extent practicable.\5\ For transit-related performance targets, States and MPOs must coordinate their targets relating to safety and state of good repair with providers of public transportation to ensure consistency with other performance-based provisions applicable to providers of public transportation, to the maximum extent practicable.\6\ An MPO must describe in its metropolitan transportation plans the performance measures and targets used to assess the performance of its transportation system.\7\ Statewide and metropolitan transportation

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EXHIBIT C

improvement programs (STIPs and TIPs) must include, to the maximum extent practicable, a description of the anticipated effect of the program toward achieving the performance targets established in the statewide or metropolitan transportation plan, linking investment priorities and the highway and transit performance targets.\8\ These changes to the planning process will be addressed in FHWA and FTA's anticipated joint rulemaking amending 23 CFR part 450 and 49 CFR part 613.\9\

\5\ 23 U.S.C. 134(h)(2); 49 U.S.C. 5303(h)(2).
\6\ 23 U.S.C. 134(h)(2); 49 U.S.C. 5303(h)(2).
\7\ 23 U.S.C. 134(i)(2)(B); 49 U.S.C. 5303(i)(2)(B).
\8\ 23 U.S.C. 134(j)(2)(D); 49 U.S.C. 5303(i)(2)(D) (TIPs) and
23 U.S.C. 135(g)(4); 49 U.S.C. 5304(g)(4) (STIPs).
\9\ FHWA RIN 2125-AF52; FTA RIN 2132-AB10.

As part of its performance management framework, MAP-21 assigns MPOs the new transit-related responsibilities described above, i.e., to establish performance targets with respect to transit state of good repair and transit safety and to address these targets in their transportation plans and TIPs. Representation by providers of public transportation in each MPO that serves a TMA will better enable each MPO to define performance targets and to develop plans and TIPs that support an intermodal transportation system for the metropolitan area. Including representation by providers of public transportation in each MPO that serves an area designated as a TMA is an essential element of MAP-21's performance management framework and will support the successful implementation of a performance-based approach to transportation decisionmaking.

The FTA conducted an On-Line Dialogue on the MAP-21 requirement to include representation by providers of public transportation in each MPO that serves an area designated as a TMA from March 5 through March 29, 2013. Through this forum, FTA received input from MPOs, local elected officials, transit agencies, and the general public, with over 3,000 visits to the Web site. Over 100 ideas were submitted from 340 registered users who also provided hundreds of comments and votes on these ideas. Participants discussed the complex nature of MPOs and the advantages of providing flexibility for MPOs and providers of public transportation to decide locally how to include representation by providers of public transportation in the MPO.

To assist MPOs and providers of public transportation in understanding and satisfying the new requirement by the statutory deadline, FTA and FHWA issued proposed policy guidance for review and comment on September 30, 2013, with a 30-day comment period, under Docket Number FTA-2013-0029.\10\ The FTA and FHWA received 53 individual responses that contained approximately 160 comments. This guidance incorporates FTA and FHWA's responses to those comments.

\10\ 78 FR 60015 (Sept. 30, 2013).

Summary Discussion of Comments Received in Response to the Proposed Guidance

The proposed guidance sought comments on several specific issues:

EXHIBIT C

(1) The specifically designated representative; (2) the eligibility of representatives of providers of public transportation to serve as specifically designated representatives; (3) the cooperative process to select a specifically designated representative in MPOs with multiple providers of public transportation; (4) the role of the specifically designated representative; and (5) restructuring the MPOs to include representation by providers of public transportation.

The FTA and FHWA received 53 individual responses that contained approximately 160 comments: 25 MPOs, 10 providers of public transportation, 9 individuals, 4 trade associations, 4 others (including municipalities and advocacy organizations), and a State department of transportation. Several comments were outside the scope of this guidance and are therefore not addressed in this guidance. For example, some comments were specific to a situation in a particular metropolitan area. Where appropriate, FTA has reached out to the commenters to address their concerns. Comments pertaining to the guidance and FTA and FHWA's responses are discussed below.

The Need for Guidance in General

The FTA and FHWA received 19 comments supporting the need for policy guidance to implement MAP-21's changes to 23 U.S.C. 134(d)(2)(B) and 49 U.S.C. 5303(d)(2)(B). These commenters agreed that policy guidance would provide needed direction on how MPOs and providers of public transportation may meet the MAP-21 requirements for representation of providers of public transportation on MPOs.

The FTA and FHWA received three comments that stated the change in language to 23 U.S.C. 134(d)(2)(B) and 49 U.S.C. 5303(d)(2)(B) does not warrant policy guidance because of the long history of granting MPOs latitude in deciding the composition of their policy boards. Moreover, these comments stated that the responsibilities added by the new language can be addressed through the existing certification review process and do not warrant additional guidance.

The FTA and FHWA have determined that policy guidance is necessary to provide direction to MPOs and providers of public transportation on how to meet this new statutory provision within the 2-year time frame.

A Specifically Designated Public Transportation Representative

Twenty-three commenters expressed concurrence with the proposed guidance that the intent of the MAP-21 provision to include ``representation by providers of public transportation'' is that representatives of providers of public transportation, once designated, should have equal decisionmaking rights and authorities as the other members that are on the policy board of an MPO that serves a TMA. Thirteen commenters indicated that they did not support that interpretation of the provision and urged FTA and FHWA to provide flexibility to allow MPOs to include transit representation in ways that would fit the unique circumstances of each metropolitan area. Two of these commenters asserted that MAP-21 did not change a local jurisdiction's authority to assign voting rights to policy board members. One commenter stated there is no basis in law for requiring MPOs to alter their board compositions. Many asserted that including public transit agencies as non-voting members or on MPO technical or policy committees is adequate to satisfy 23 U.S.C. 134(d)(2)(B) and 49 U.S.C. 5303(d)(2)(B). A few commenters stated that a policy or technical committee would be more appropriate for transit decisionmaking, as MPO policy boards deal with many issues outside of

EXHIBIT C

transportation.

The clear intent of this legislative provision is to ensure that providers of public transportation are represented on the MPO board and should have equal decisionmaking rights and authorities as the other members that are on the policy board of an MPO that serves a TMA. Contrary to the conclusions of some of the commenters, 23 U.S.C. 134(d)(2) and 49 U.S.C. 5303(d)(2) expressly provide that MPOs serving TMAs must alter their board compositions, if necessary, in order to attain the statutorily required structure. Congress amended 23 U.S.C. 134(d)(2)(B) and 49 U.S.C. 5303(d)(2)(B) to provide that, among other mandatory MPO members, MPOs serving an area designated as a TMA specifically ``shall consist of . . . representation by providers of public transportation.'' Congress also amended 23 U.S.C.

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134(d)(5)(B) and 49 U.S.C. 5303(d)(5)(B) to provide that an MPO ``may be restructured to meet the requirements of paragraph (2) without undertaking a redesignation.'' Additionally, the Conference Report accompanying MAP-21 states, ``The conference committee requires the structure of all Metropolitan Planning Organizations include officials of public agencies that administer or operate public transportation systems within two years of enactment.'' \11\ Congress also made clear that the term metropolitan planning organization refers to ``the policy board'' of the organization, not its advisory or non-decisionmaking elements.\12\

\11\ H.R. Conf. Rep. 112-557 (2012).

\12\ 23 U.S.C. 134(b)(2); 49 U.S.C. 5303(b)(2).

Multiple MPOs that serve areas designated as TMAs commented that 23 U.S.C. 134(d)(3) and 49 U.S.C. 5303(d)(3) exempt them from having to comply with 23 U.S.C. 134(d)(2) and 49 U.S.C. 5303(d)(2) because the MPOs are acting pursuant to authority created under State law that was in effect on December 18, 1991. The exemption has existed in statute in some form since 1991. The FTA and FHWA's long-standing interpretation of this provision is that an exemption from the MPO structure requirements is only appropriate for an MPO where (1) the MPO operates pursuant to a State law that was in effect on or before December 18, 1991; (2) such State law has not been amended after December 18, 1991, as regards to the structure or organization of the MPO; and (3) the MPO has not been designated or re-designated after December 18, 1991. An MPO that claims an exemption should self-certify its exempt status with FTA and FHWA as part of the MPO certification process described at 23 CFR 450.334 or through some other documentation.

With respect to who should be eligible to represent providers of public transportation on the MPO, two commenters, including a transit industry trade association, requested that FTA and FHWA establish that the representative ``must'' be an elected official on the policy board of a provider being represented or a direct representative employed by a provider being represented. Another commenter expressed concern that the proposed qualifications of the representative were too specific. A few commenters requested that, in addition to the representative being an officer of a provider of public transportation or an elected official that serves on the board of directors of the provider of public transportation, the representative may also be a non-elected

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member appointed to the board of directors of the provider of public transportation. The FTA and FHWA concur that an appointed member of a public transportation provider's board of directors also can serve as a representative of providers of public transportation on the MPO. In keeping with FTA and FHWA's goal of providing flexibility to MPOs, the representative should be either a board member (elected or appointed) or officer of a provider of public transportation being represented on the MPO. The guidance remains suggestive rather than mandatory in this respect.

Fourteen entities requested that the guidance state definitively that a representative of providers of public transportation cannot fulfill multiple roles on an MPO board, for example, due to that person's position as a local elected official or an appropriate State official. These commenters asserted that an "MPO board member cannot simultaneously represent multiple organizations" and that an elected official who is appointed to the MPO as a representative of that official's local government does not necessarily represent the interests of transit, even if he or she happens to be on the public transportation provider's board. Eight commenters asserted that the presence on the MPO of local elected officials should fully satisfy the new requirement. Seven commenters sought clarity generally on this provision. The FTA and FHWA agree that this proposed provision needed clarification. The policy guidance states that a public transportation representative on an MPO should not serve as one of the other mandatory MPO members set forth in 23 U.S.C. 134(d)(2) and 49 U.S.C. 5303(d)(2). For example, a member of an MPO board whose assignment comes by virtue of his or her position as an elected official should not also attempt to serve as a representative of providers of public transportation on the MPO board.

A few commenters highlighted the potential conflict that could arise when a representative of providers of public transportation is the subordinate of another MPO board member and the superior board member's and the public transportation providers' interests do not align. Two commenters noted that when a local government is the provider of public transportation, that local government effectively would be given an additional vote, upsetting a carefully constructed balance on the MPO. Another commenter noted that a conflict could result when a public transportation provider other than the designated recipient \13\ serves as the representative of the providers of public transportation on the MPO board. The FTA and FHWA appreciate that recommending a separate and distinct representative of providers of public transportation could introduce a conflict or upset a carefully constructed balance on the MPO. However, 23 U.S.C. 134(a)(2) and 49 U.S.C. 5303(a)(2) state that "it is in the national interest . . . to encourage the continued improvement and evolution of the metropolitan and statewide planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators." The MAP-21's establishment of a performance-based approach to transportation decisionmaking evolves and improves the metropolitan and statewide planning processes, increasing the accountability and transparency of the Federal surface transportation program and improving project decisionmaking. The inclusion of a representative of providers of public transportation in each MPO that serves a TMA is a critical element of MAP-21's performance management framework as it will enable the MPO to establish balanced performance targets and improve its ability to develop plans and programs that support an intermodal transportation system for the metropolitan area. As such, it contributes to the continued improvement and evolution of the

EXHIBIT C

cooperative and collaborative metropolitan planning process.

\13\ The term ``designated recipient'' means ``(A) an entity designated, in accordance with the planning process under sections 5303 and 5304, by the Governor of a State, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under section 5336 to urbanized areas of 200,000 or more in population; or (B) a State or regional authority, if the authority is responsible under the laws of a State for a capital project and for financing and directly providing public transportation.'' 49 U.S.C. 5302(4).

Three commenters suggested that the term FTA and FHWA used to refer to a public transportation representative on an MPO board, ``specifically designated representative,'' implied a role and responsibilities that differed from other members of the MPO board or ``create[d] a subclass of board member.'' This was not the intention of the proposed guidance. The guidance affirms that a representative of providers of public transportation on an MPO that serves a TMA, once designated, should have equal decisionmaking rights and authorities as the other members that are on the policy board of an MPO that serves a TMA. The FTA and FHWA

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recognize that the term ``specifically designated representative'' generated considerable confusion. Consequently, the terms ``representative of providers of public transportation'' and ``public transportation representative'' replace it in the guidance.

Providers of Public Transportation

Eight commenters stated that to require the representative of providers of public transportation to be a direct recipient of the Urbanized Area Formula funding program is too restrictive, arguing that many large urbanized areas allocate transit funding through sub-recipients that would be precluded from participating in the MPO process. Four additional commenters interpreted this language to mean that a city or county that is not a direct recipient would be precluded from being able to represent transit interests on the MPO board. One commenter asserted that ``all public transportation agencies within the MPO should be eligible to serve in this important role.''

The FTA and FHWA agree that the use of the term ``direct recipient'' was overly restrictive. The policy guidance clarifies that the representative of providers of public transportation on an MPO that serves an area designated as a TMA should be a provider of public transportation in the metropolitan planning area and a designated recipient, a direct recipient, or a sub-recipient of Urbanized Area Formula funding, or another public transportation entity that is eligible to receive Urbanized Area Formula funding. The FTA and FHWA recommend selecting a representative from among those public transportation providers that are eligible to receive Urbanized Area Formula funding because most Federal transit funding planned by MPOs serving TMAs is awarded under this program, and an eligible recipient of Urbanized Area Formula funding will be in the best position to represent transit interests on the MPO.

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Process for the Selection of Public Transportation Representatives

Three providers of public transportation expressed support for the proposed policy that MPOs that serve an area designated as a TMA should cooperate with providers of public transportation and the State to amend their metropolitan planning agreements to include the cooperative process for selecting representatives of providers of public transportation on the MPO board. Conversely, while agreeing that MPOs should use a cooperative process to select representatives of providers of public transportation, eight MPOs encouraged either the elimination or the softening of this policy recommendation, which would be "an unnecessary burden" that is not needed to meet the goals of MAP-21.

The metropolitan planning agreement is a productive mechanism that facilitates the working relationships among MPOs, States, and providers of public transportation as they fulfill their metropolitan transportation planning requirements. Regulations require that MPOs, States, and public transportation operators cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process and that these responsibilities be clearly identified in written agreements among the MPO, the State, and the public transportation operators serving the metropolitan planning area.\14\ The process to select representatives of the providers of public transportation for the MPO board is one of the mutual responsibilities of the MPO, the State, and the providers of public transportation. Thus, FTA and FHWA encourage, but do not require, MPOs, States, and providers of public transportation to amend their metropolitan planning agreements to document the process for selecting representatives of providers of public transportation. However, given the statutory deadline of October 1, 2014, and the expectation that MPOs, States, and providers of public transportation may need to update their agreements to address the MAP-21 performance management requirements once finalized through rulemaking, the policy guidance clarifies that an MPO board resolution, or other documentation, adopting the process to select representatives of providers of public transportation should be sufficient.

\14\ 23 CFR 450.314.

While the guidance recommends that MPOs formally adopt some kind of process for the selection of public transportation representatives, the guidance does not prescribe a specific selection process. This guidance affords the flexibility for providers of public transportation, States, and MPOs to determine the process to select representatives of providers of public transportation for the MPO policy board. This could include the selection of representatives by the providers of transit services themselves, as suggested by one commenter who said that "it should be up to the transit agencies to select whom they want to represent their interests [and] the vote for this representative should occur solely between the transit operators, and should be completely independent of the MPO board and staff's decision making." By analogy, in many urbanized areas, providers of public transportation engage with each other to select a designated recipient or to allocate Urbanized Area Formula funds that have been apportioned to the urbanized area. The guidance clarifies that MPOs, States, and providers of public transportation have the flexibility to determine the most effective

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process that best serves the interests of the metropolitan planning area.

Role of the Public Transportation Representative

Four commenters expressed concern that the requirement to specify the role and responsibilities of the representative of providers of public transportation would place restrictions on the role of the transit representative. This is not the intent. In the guidance, FTA and FHWA recommend that MPOs establish, at a minimum, that a representative must consider the needs of all eligible public transportation providers that provide service in the metropolitan planning area and, in exercising this responsibility, the representative should have equal decisionmaking rights and authorities as the other members that are on the policy board of an MPO that serves a TMA. This guidance is intended to recommend a base level for effective representation and is not intended to restrict the role of a transit representative on an MPO.

While one commenter expressed support for the proposal that MPOs serving TMAs should amend their bylaws to describe the collaborative process of selecting representatives of providers of public transportation and the role the selected representative should play ``because it would help ensure that transit-related issues and interests are appropriately and meaningfully represented in MPO decision-making,' 10 commenters expressed strong concern, claiming that the proposal was unnecessary, onerous, and that it had no basis in law. The proposed policy guidance did not propose to require MPOs to establish or amend bylaws, but only recommended such action. The FTA and FHWA have retained in the policy guidance that MPOs should amend their bylaws, if the MPO has them, to provide that a public transportation representative should consider the needs of all eligible public transportation providers that provide service in the metropolitan planning area and that, in exercising this responsibility, the representative should have equal decisionmaking rights and

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authorities as the other members that are on the policy board of an MPO that serves a TMA. The guidance also recommends that an MPO could affirm these two policies in a board resolution or other documentation.

Restructuring MPOs To Include Representation by Providers of Public Transportation

Eighteen commenters expressed support for the proposal that an MPO that serves a TMA that has multiple providers of public transportation should cooperate \15\ with the eligible providers to determine how the MPO will include representation by providers of public transportation on its policy board. The example methods that FTA and FHWA described in the proposed guidance included having all providers represented by a single board position, rotating the board position among several providers, or proportional representation of all eligible providers on the board. Many commenters proposed that representation should not be limited to a single transit representative. Thirteen commenters proposed that all providers of public transportation that operate in a TMA should be given representation on the MPO board. One commenter opined that ``each transit agency/provider should have a vote in matters before the MPO rather than having several transit providers

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share a single vote.'" Another commenter suggested that ``the best approach is one that rotates the board position among all eligible providers.'" Still another commenter proposed that ``all efforts be made to include the largest providers of public transportation in a region'" as this policy would ``ensure that the majority of public transportation users were represented in [the] MPO decision making process.'"

\15\ Cooperation means that ``the parties involved in carrying out the transportation planning and programming processes work together to achieve a common goal or objective.'" 23 CFR 450.104.

The FTA and FHWA acknowledge that there are multiple ways to include representation of providers of public transportation on MPO boards and note that many MPOs currently do so. For example, the Regional Transportation Council of the North Central Texas Council of Governments (NCTCOG); the Portland, Oregon, MPO (JPACT); the Miami Valley Regional Planning Commission; the National Capital Region Transportation Planning Board that serves the Washington, DC, metropolitan area; and the Ozarks Transportation Organization in Springfield, Missouri, all cited their inclusion of transit representatives as voting members on their MPO boards.

An MPO serving one of the Nation's newest TMAs, the Portland Area Comprehensive Transportation System (PACTS) MPO in Portland, Maine, accommodates representation by providers of public transportation on the MPO policy board through a cooperative process. As documented in the PACTS bylaws, seven providers of public transportation serve on the Transit Committee of PACTS. The PACTS Transit Committee identifies a representative from the seven providers to serve on the Policy Committee, the Technical Committee, the Planning Committee, and the Executive Committee, and to represent transit for the entire metropolitan planning area. The representatives serve for 2 years and may serve successive terms.

The policy guidance provides MPOs, States, and providers of public transportation with the flexibility to determine the most effective arrangement to best serve the interests of the metropolitan planning area.

Policy Guidance

Representatives of Providers of Public Transportation

By October 1, 2014, MPOs that serve an area designated as a TMA must include ``(A) local elected officials; (B) officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation; and (C) appropriate State officials.'" \16\ The requirement to include ``representation by providers of public transportation'" is a new requirement under MAP-21. The intent of this provision is that representatives of providers of public transportation, once designated, should have equal decisionmaking rights and authorities as the other members that are on the policy board of an MPO that serves a TMA. This expectation reflects the long-standing position of FHWA and FTA with respect to statutorily required MPO board members.

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\16\ 23 U.S.C. 134(d)(2); 49 U.S.C. 5303(d)(2).

A representative of providers of public transportation should be an elected or appointed member of the provider's board of directors or a senior officer of the provider, such as a chief executive officer or a general manager.

A representative of providers of public transportation should not also attempt to represent other entities on the MPO. For example, if a local elected official is also a member of the board of directors of a provider of public transportation and the elected official represents his or her local jurisdiction's interests on the MPO, the local official should not also serve as a representative of public transportation providers generally.

An MPO is exempt from the structure requirements of 23 U.S.C. 134(d)(2) and 49 U.S.C. 5303(d)(2) if (1) the MPO operates pursuant to a State law that was in effect on or before December 18, 1991; (2) such State law has not been amended after December 18, 1991, as regards the structure or organization of the MPO; and (3) the MPO has not been designated or re-designated after December 18, 1991. An MPO that claims an exemption should self-certify its exempt status with FTA and FHWA as part of the MPO self-certification process described at 23 CFR 450.334 or through some other documentation.

Eligible Providers of Public Transportation

To satisfy 23 U.S.C. 134(d)(2)(B) and 49 U.S.C. 5303(d)(2)(B), a representative of a provider of public transportation that operates in a TMA should be eligible to be a designated recipient, a direct recipient, or a sub-recipient of the Urbanized Area Formula funding program.

Process for the Selection of Representatives of Providers of Public Transportation

To select representatives of providers of public transportation, MPOs, States, and providers of public transportation have the flexibility to determine the most effective process that best serves the interests of the metropolitan planning area. The FTA and FHWA encourage MPOs that serve an area designated as a TMA to amend their metropolitan planning agreements in cooperation with providers of public transportation and the State to include the cooperative process they have developed to select representatives of providers of public transportation for inclusion on the MPO board. The Metropolitan Transportation Planning rule at 23 CFR 450.314 provides for metropolitan planning agreements in which MPOs, States, and providers of public transportation cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. Alternatively, an MPO should formally adopt the cooperative selection process through a board resolution or other documentation.

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Role of a Representative of Providers of Public Transportation

A representative of providers of public transportation should

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consider the needs of all eligible public transportation providers that provide service in the metropolitan planning area. In exercising this responsibility, the representative should have equal decisionmaking rights and authorities as the other members that are on the policy board of an MPO that serves a TMA. An MPO serving a TMA should formally establish through a board resolution the role and responsibilities of a representative of providers of public transportation, including, at a minimum, that the transit representative should (1) consider the needs of all eligible providers of public transportation in the metropolitan planning area and to address those issues that are relevant to the responsibilities of the MPO, and (2) have equal decisionmaking rights and authorities as the other members that are on the policy board of an MPO that serves a TMA.

To the extent that an MPO has bylaws, the MPO should, in consultation with transit providers in the TMA, develop bylaws that describe the establishment, roles, and responsibilities of transit representatives. These bylaws should explain the process by which the public transportation representative will identify transit-related issues for consideration by the MPO policy board and verify that transit priorities are considered in planning products to be adopted by the MPO. In TMAs with multiple providers of public transportation, the bylaws also should outline how representatives will consider the needs of all eligible providers of public transportation and address issues that are relevant to the responsibilities of the MPO.

Restructuring MPOs To Include Representation by Providers of Public Transportation

Title 23 U.S.C. 134(d)(5)(B) and 49 U.S.C. 5303(d)(5)(B) provide that an MPO may be restructured to meet the law's representation requirements without having to secure the agreement of the Governor and units of general purpose government as part of a redesignation.

There are multiple providers of public transportation within most TMAs. An MPO that serves an area designated as a TMA that has multiple providers of public transportation may need to cooperate with the eligible providers to determine how the MPO will meet the requirement to include representation by providers of public transportation. There are various approaches to meeting this requirement. For example, an MPO may allocate a single board position to eligible providers of public transportation collectively, providing that one representative of providers of public transportation must be agreed upon through a cooperative process. The requirement for representation might also be met by rotating the board position among all eligible providers or by providing all eligible providers with proportional representation. However the representation is ultimately designated, the MPO should formally adopt the revised structure through a board resolution, bylaws, a metropolitan planning agreement, or other documentation, as appropriate.

Apart from the requirement for representation on the MPO's policy board, an MPO also may allow for transit representation on policy or technical committees. Eligible providers of public transportation that do not participate on the MPO's policy board may hold positions on advisory or technical committees.

The FHWA and FTA encourage MPOs, States, local stakeholders, and providers of public transportation to take this opportunity to determine the most effective governance and institutional arrangements to best serve the interests of the metropolitan planning area.

EXHIBIT C

Issued on: May 21, 2014.

Therese McMillan,
Deputy Administrator, Federal Transit Administration.
Gregory G. Nadeau,
Deputy Administrator, Federal Highway Administration.
[FR Doc. 2014-12163 Filed 5-30-14; 8:45 am]
BILLING CODE 4910-22-P

EXHIBIT C

Vanessa Guerra

From: Sara Garza [Sara.Garza@txdot.gov]
Sent: Friday, June 13, 2014 8:11 AM
To: Nathan R. Bratton; Vanessa Guerra
Cc: Raymond Sanchez
Subject: Discussion on Representative for the South

Good Morning! In the LUTS meeting you addressed if the South Region was still around as stated in the UPWP draft as State Representatives. As stated , we are now part of TPP. Please correct as necessary on the UPWP or through your bylaws as stated by you. There is no more South Region instead it would be TXDOT TPP Field Representative. Let me know if you need anything else. Thanks.

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Vanessa Guerra

From: Ana Duncan [Ana.Duncan@txdot.gov]
Sent: Tuesday, July 01, 2014 8:22 AM
To: Vanessa Guerra
Cc: Randy Aguilar
Subject: MPO/Technical Committee Representatives

Vanessa,

If you recall at one of our last meetings we discussed updating the Current List of Representatives from the State for the Technical Committee. You mentioned this would have to be done to the MPO Bylaws and the FY 2015 UPWP. We presently have:

- TxDOT Planning Representative
- TxDOT Special Projects Coordinator
- TxDOT Area Engineer
- TxDOT South Region Field Representative

The Planning rep and the Area Engineer will remain (myself and Carlos Rodriguez). Sara is supposed to get with you regarding the new name for the "South Region Field Rep." As for the other District rep, we propose replacing "Special Projects Coordinator" with a second "Planning Representative" (Randy Aguilar).

Let me know if you need additional info from us. Thanks.

Ana Alicia Duncan, P.E.
Transportation Engineer

Texas Department of Transportation - Laredo District
1817 Bob Bullock Loop * Laredo, TX 78043
O: 956/712-7460 F: 956/712-7401
Email: ana.duncan@txdot.gov

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Sent: Friday, June 13, 2014 8:11 AM
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Cc: Raymond Sanchez
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Sent: Tuesday, July 01, 2014 8:22 AM
To: Vanessa Guerra
Cc: Randy Aguilar
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- **TxDOT Area Engineer**
- **TxDOT South Region Field Representative**

The Planning rep and the Area Engineer will remain (myself and Carlos Rodriguez). Sara is supposed to get with you regarding the new name for the "South Region Field Rep." As for the other District rep, we propose replacing "Special Projects Coordinator" with a second "Planning Representative" (Randy Aguilar).

Let me know if you need additional info from us. Thanks.

Ana Alicia Duncan, P.E.
Transportation Engineer

Texas Department of Transportation - Laredo District
1817 Bob Bullock Loop * Laredo, TX 78043
O: 956/712-7460 F: 956/712-7401
Email: ana.duncan@txdot.gov

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Vanessa Guerra

From: Vanessa Guerra
Sent: Thursday, August 14, 2014 8:38 AM
To: 'Sara Garza'; Ana Duncan
Cc: Nathan R. Bratton
Subject: RE: Bylaws revisions

Does your reply mean that TxDOT no longer requests the changes to this section?

From: Sara Garza [mailto:Sara.Garza@txdot.gov]
Sent: Wednesday, August 13, 2014 3:34 PM
To: Ana Duncan; Vanessa Guerra
Cc: Nathan R. Bratton; Raymond Sanchez
Subject: RE: Bylaws revisions

In reviewing and discussing this more carefully, I recommend that you look at other TMA's for technical committee voting structures. Since Laredo is now designated as TMA. Thanks!

From: Ana Duncan
Sent: Wednesday, August 13, 2014 2:44 PM
To: Vanessa Guerra; Sara Garza
Cc: Nathan R. Bratton
Subject: RE: Bylaws revisions

Confirm, subject to one minor revision.

Proposed

(b) The Texas Department of Transportation (TxDOT) will appoint two Planning Representatives, one of whom shall act as Vice-Chairperson of the Technical Committee. The TxDOT TPP Field Representative will coordinate the administration and transportation planning activities of the MPO with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and TxDOT.

From: Vanessa Guerra [mailto:vguerra@ci.laredo.tx.us]
Sent: Wednesday, August 13, 2014 2:17 PM
To: Ana Duncan; Sara Garza
Cc: Nathan R. Bratton
Subject: Bylaws revisions

Below is the section of the Bylaws discussed during yesterday's technical Committee. The underscored section reflects your requested revisions. Please confirm if the revisions accurately reflect your intention.

Original

(b) The Texas Department of Transportation (TxDOT) will appoint the District Advanced Transportation Planning and Development Director who shall act as

Vice-Chairperson of the Technical Committee and will coordinate the administration and transportation planning activities of the MPO with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and TxDOT.

Proposed

(b) The Texas Department of Transportation (TxDOT) will two Planning Representatives, one of whom shall act as Vice-Chairperson of the Technical Committee. The TxDOT TPP Field Representative will coordinate the administration and transportation planning activities of the MPO with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and TxDOT.

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ACTION ITEM

DATE: 8-18-14	SUBJECT: Motion(s) Authorizing the execution of Amendment #2 of the contract with CDM Smith for professional services related to the development of the 2008-2040 Travel Demand Model Update Project in order to revise the contract completion date from September 30, 2014 to January 31, 2015.
-------------------------	---

INITIATED BY: Laredo Metropolitan Planning Organization (MPO)	STAFF SOURCE: Nathan Bratton, Director of Planning
---	--

PREVIOUS COMMITTEE ACTION: On 10-21-13 the Policy Committee authorized the execution of Amendment 1 which revised the original contract completion date from September 30, 2013 to September 30, 2014.

Background:
The Travel Demand Project is intended to collect and format all socioeconomic and traffic data required for submittal to TxDOT. TxDOT then uses the data to develop the 2008 -2040 travel demand model for the Laredo urban area. The data and the model are needed to develop the 2015-2040 Metropolitan Transportation Plan.

The following are the proposed and actual milestones established with TxDOT for the development of the 2008 and 2040 Travel Demand Models

- Original Schedule
- Finalizing demographics: June 2013
 - 2008 Model: December 2013
 - 2040 Model: March 2014

- Revised Schedule as per our September Discussion
- Finalizing demographics: November 2013
 - 2008 Model: March 2014
 - 2040 Model: May 2014

- Actual Time Line
- Finalizing demographics: November 2013
 - 2008 Model: Received Draft Model in June 2014 (not appropriate for analysis purposes)
 - Final 2008 Model: Not yet received
 - 2040 Model: Not Yet received

The amendment proposes that the contract completion date to be extended from September 30, 2014 to January 31, 2015. The contract extension is necessary due to the delay in receipt of the completed model from TxDOT, and intended to preserve the availability of the consultant in order to answer any TxDOT question regarding the data submitted for the preparation of the updated model.

Schedule = originally estimated at approximately 10 months to complete the project.
 Original Contract Fee – \$98,652
 Contract Amendment #1 - revised the contract completion date from September 30, 2013 to September 30, 2014.
Contract Amendment #2 – proposed contract completion date to be extended from September 30, 2014 to January 31, 2015.

Comments continued next page....

COMMITTEE RECOMMENDATION: Approval	STAFF RECOMMENDATION: Approval
--	--

ACTION ITEM

Background continued:

Firms that submitted proposals in response to the request for proposal included:

- Alliance Transportation Group
- CDM Smith

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

Scope of work:

In general the consultant will perform all tasks necessary to collect and process all socioeconomic data necessary for the updating of the 2003 Travel Demand Model to a 2008 base year and from a 2035 forecast year to 2040 forecast year. (*see attached scope of work for a detailed listing of tasks*)

2008-2040 Travel Demand Model Update Project

Amendment 2

To The Contract Between
Laredo Urban Transportation Study
Metropolitan Planning Organization
And
CDM Smith

The original contract, dated January 1, 2013, by and between the Laredo Urban Transportation Study, Metropolitan Planning Organization, and CDM Smith, is hereby amended in the following respects:

Paragraph 1: *Article 1 – 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 of business on [~~September 30, 2014~~] January 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: 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

CDM Smith

Honorable Raul G. Salinas

Print: _____

MPO Chairman

Title: _____

Date: _____

Date: _____

Vanessa Guerra

From: Narayanasamy, Madhusudhanan [narayanasamym@cdmsmith.com]
Sent: Wednesday, August 06, 2014 5:24 PM
To: Vanessa Guerra
Cc: Nathan R. Bratton
Subject: RE: travel demand model project contract amendment

Vanessa,

Our contract for Travel Demand Model development includes a sub task for providing support for the MPO during the period when TxDOT develops model. This support was included to answer any questions that might arise from TxDOT during the development of the model. Our support contract expires on Sep 30, 2014. TxDOT is still working on the model and hasn't committed a date on the model delivery.

We would not need the time extension for the contract if TxDOT delivers the model on time. Since TxDOT is in the last stages of model development, they might not have any more questions for us. Since we don't have a committed date from TxDOT, you might also want to consider the possibility that TxDOT might not provide the model by September 30. In such case it might be good have our contract extended till year end.

Please let me know your thoughts.

Thanks,

Madhu Narayanasamy, AICP | Project Manager
Mobile: (713) 304.5746 | Work: (713) 423.7431 | CDM Smith

From: Vanessa Guerra [mailto:vguerra@ci.laredo.tx.us]
Sent: Wednesday, August 06, 2014 5:01 PM
To: Narayanasamy, Madhusudhanan
Cc: Nathan R. Bratton
Subject: travel demand model project contract amendment

Mahdu can you please send me a request and explanation for the need to extend the contract for the travel demand model project. Thanks. VG.

Vanessa Guerra

From: Mike Schofield [Mike.Schofield@txdot.gov]
Sent: Tuesday, September 24, 2013 12:12 PM
To: abotello@ci.laredo.tx.us; Sullivan, Charlie; Vanessa Guerra; Narayanasamy, Madhusudhanan; Janie Temple; Greg Lancaster
Subject: Summary of Laredo TDM Timeline meeting
Attachments: LAREDO 2008 DRAFT TIMELINE_07092013.xls; LAREDO 2008 DRAFT TIMELINE_08292013.xlsx

Here is a quick recap of the TDM schedule meeting from this morning.

- We all agreed that the end of May is a reasonable goal for the delivery of the model that will give TPP adequate time for development and MPO/CDM enough time to prepare for their public meetings.
- The plan is for all demographics to be final a month from today, Oct. 24th. Currently, all comments on 2008 demographics are in to CDM. For 2040 demographics, Art has commented, but I haven't received the demographics delivery or the Tech Memo. It would be helpful to get all of that at the same time that I get the 2040 demographics updated based on the latest comments.
- The alternatives testing will be done by CDM Smith after model delivery.
- Madhu is going to adjust the TDM timeline with the discussed changes and any changes needed to meet that timeline and send back to all of us. Attached are the latest two versions for you to work with.

Thanks,
Mike

Drunk drivers wreck cars. And lives.



Vanessa Guerra

Subject: FW: 2008 Laredo Draft model

From: Mike Schofield [mailto:Mike.Schofield@txdot.gov]
Sent: Tuesday, July 22, 2014 2:32 PM
To: Narayanasamy, Madhusudhanan; Sullivan, Charlie
Cc: Vanessa Guerra; Andres Castaneda
Subject: RE: 2008 Laredo Draft model

Hi Madhu,

Thanks for following up. I'm in the process of applying all the base year model changes I've made over the past few months to the 2040 model. After applying those changes, I'll need to do a lot of comparing results to make sure that the forecast is giving reasonable results in all areas. Then the model needs to have an internal review here before it can be considered final.

I know that time is critical right now for getting your MTP complete, so I'm making these last adjustments as quickly as I can and hope to have them done as soon as possible after the end of this month. I'll also push to have the internal review prioritized so it doesn't take too long and we can get the final models released.

Thanks,
Mike Schofield
512.486.5122
Mike.schofield@txdot.gov

From: Narayanasamy, Madhusudhanan [mailto:narayanasamym@cdmsmith.com]
Sent: Friday, July 18, 2014 11:21 AM
To: Mike Schofield; Sullivan, Charlie
Cc: Vanessa Guerra (vguerra@ci.laredo.tx.us); Andres Castaneda (acastaneda@ci.laredo.tx.us); Janie Temple; Greg Lancaster
Subject: RE: 2008 Laredo Draft model

Mike,

Thanks for forwarding the draft model. I understand that we can't use that for analysis purposes till we receive the final model. Is it possible for you to provide us an update on the final model.

Thanks,

Madhu Narayanasamy, AICP | Project Manager
Mobile: (713) 304.5746 | Work: (713) 423.7431 | CDM Smith

From: Mike Schofield [mailto:Mike.Schofield@txdot.gov]
Sent: Tuesday, June 24, 2014 6:13 PM
To: Sullivan, Charlie
Cc: Narayanasamy, Madhusudhanan; Vanessa Guerra (vguerra@ci.laredo.tx.us); Andres Castaneda (acastaneda@ci.laredo.tx.us); Janie Temple; Greg Lancaster
Subject: 2008 Laredo Draft model

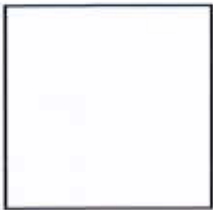
Charlie,

As we discussed on the phone the other day, I'm sending you the Draft 2008 Laredo base year model. I will follow this email up with a DropBox (FTP link) to you and the MPO, since the file size is too large for email.

This version is subject to change (and most likely will) as it is reviewed internally. I will send the final base and 2040 forecast as soon as that review is finished. Let me know if you have any questions or comments at all about the model. I'll be out of the office until the 1st, but will be back to answer any questions after that.

Thanks,
Mike Schofield
512.486.5122
Mike.schofield@txdot.gov

Don't mess with Texas® means don't litter.



Don't mess with Texas® means don't litter.





Amendment 1

To The Contract Between
Laredo Urban Transportation Study
Metropolitan Planning Organization
And
CDM Smith

The original contract, dated January 1, 2013, by and between the Laredo Urban Transportation Study, Metropolitan Planning Organization, and CDM Smith, is hereby amended in the following respects:


Paragraph 1: *Article 1 – 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 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.

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 1 on the dates set forth below.

Laredo Urban Transportation Study
Metropolitan Planning Organization



Nathan R. Bratton
Director
Date: 9-27-13

CDM Smith



By: EDUARDO PATIA
Title: PRINCIPAL ENGINEER
Date: 10/02/2013

Amendment 1

To The Contract Between
Laredo Urban Transportation Study
Metropolitan Planning Organization
And
CDM Smith

The original contract, dated January 1, 2013, by and between the Laredo Urban Transportation Study, Metropolitan Planning Organization, and CDM Smith, is hereby amended in the following respects:


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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 1 on the dates set forth below.

Laredo Urban Transportation Study
Metropolitan Planning Organization



Nathan R. Bratton
Director
Date: 9-27-13

CDM Smith



By: EDUARDO PARRA
Title: Principal Engineer
Date: 10/02/2013



Transmittal

CDM Smith Inc.

Jefferson Bank Building | Northwood Tower
1777 N.E. Loop 410, Suite 500
San Antonio, Texas 78217
Tel: (210) 826-3200
Fax: (219) 826-2877

To: MS. VANESSA GUERRA **From:** Eduardo J. Parra, P.E.

Organization: LAREDO URBAN TRANSPORTATION STUDY – MPO **Date:** October 18, 2013

Address: City of Laredo - Planning Department
1120 San Bernardo Avenue
Laredo, TX 78041

Re: Fully Executed Amendment 1 Agreements

CDM Smith Project #: N/A

Via: Mail Overnight Courier Hand Deliver

Enclosed please find: COMMENT RESPONSES

For your information
For your review
For your signature

Approved
Approved as noted
Returned to you for correction

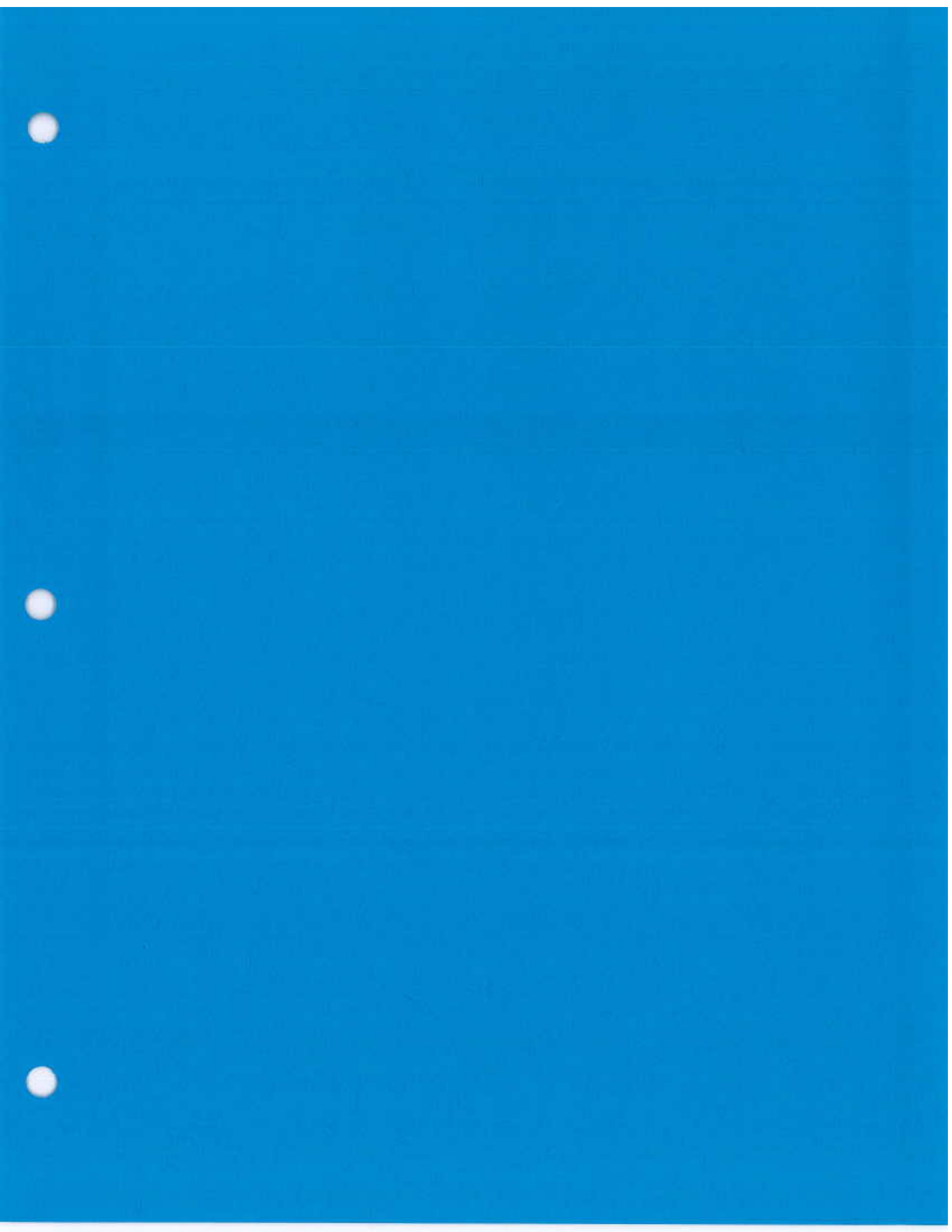
MESSAGE

Enclosed please find 2 original copies of the fully executed Amendment 1 contract agreement between the Laredo Urban Transportation Department Study MPO and CDM Smith Inc. If you have any questions, please let us know.

Signed _____



Texas TBPE Firm Registration No. F-3043





1777 N.E. Loop 410, Suite 500
San Antonio, Texas 78217
tel: +1 210 826-3200
fax: +1 210 826-8876
cdmsmith.com

January 14, 2013

Mr. Nathan Bratton
MPO Director
1120 San Bernardo Avenue
Laredo, TX 78042-0579

Subject: City of Laredo
Laredo Urban Transportation Study (LUTS)
Metropolitan Planning Organization (MPO)
2008-2040 Travel Demand Model Update Study

Dear Mr. Bratton:

Enclosed please find two copies of the fully executed contract for the above noted project. Also included is the fully executed Notice to Proceed, as well as our Certificate of Insurance.

We look forward to working with you on this project and if you have any questions, concerns or require additional clarification or information, please let me know.

Sincerely,

Eduardo J. Parra, P.E., LEED AP BD+C
Client Service Manager
CDM Smith Inc.
Texas TBPE Firm Registration No. F-3043





Laredo Urban Transportation Study

Metropolitan Planning Organization

Wednesday, January 9, 2013

Mr. Eduardo Parra, PE, LEED, AP
CDM Smith
3050 Post Oak Boulevard, Suite 300
Houston, Texas
77056

Re: 2008-2040 Travel Demand Model Update Study

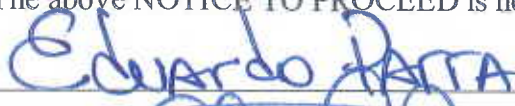
In accordance with the consulting contract for the above-mentioned project, you are hereby notified to commence work upon receipt of this notice. Attached are three partially executed contracts. Please sign and return two fully executed copies to our offices.

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



Nathan Bratton
MPO Director

The above NOTICE TO PROCEED is hereby acknowledged by



Eduardo Parra on this the 11th day of January 2013.

Authorized Signature

Name: 

Eduardo J. Parra (type)

Title: Client Service Manager

**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**, hereinafter called the Consultant, **For Professional Services In The Development of 2008-2040 Travel Demand Model Update Study.**

WITNESSETH

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

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

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

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to develop **2008-2040 Travel Demand Model Update Study** for the Laredo Metropolitan Area, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and,

WHEREAS, the Policy Committee of the L.U.T.S. includes the Mayor of the City of Laredo, three members of the Laredo City Council, the County Judge of Webb County, two county commissioners, the State Representatives (ex-officio) and State Senator (ex-officio), the Laredo District Administrator 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, **2008-2040 Travel Demand Model Update Study** 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, CDM Smith ("Consultant") is a professional corporation, incorporated in Texas whose local place of business is 3050 Post Oak Boulevard, Suite 300, Houston, TX, 77056; 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 **2008-2040 Travel Demand Model Update Study** 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 31, 2013 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 (\$98,652.00) 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. Five percent (5%) of each partial payment shall be withheld pending completion of the scope of work to be performed under this contract. 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, PE, LEED, AP
3050 Post Oak Boulevard, Suite 300
Houston, Texas
77056

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 contract as follows:

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

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

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

ARTICLE XXIV- DELINQUENT TAX CERTIFICATION

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

ARTICLE XXV- NOTICE TO PROCEED

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

ARTICLE XXVI- SUSPENSION

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

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

ARTICLE XXVII- SUPPLEMENTAL AGREEMENTS

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

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

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

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by Consultant until full execution of the supplemental agreement and authorization to proceed is granted. The L.U.T.S. reserves the right to withhold payment pending verification of satisfactory work performed in accordance with Article III-Compensation of this agreement.

ARTICLE XXVIII- SUBMISSION OF REPORTS

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

ARTICLE XXIX- INSURANCE

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

ARTICLE XXX- GRATUITIES

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

ARTICLE XXXI- DEBARMENT, SUSPENSION AND DISCIPLINARY ACTION

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

ARTICLE XXXII- PATENT AND COPYRIGHT

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

ARTICLE XXXIII- SEVERABILITY

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

ARTICLE XXXIV- PRIOR CONTRACT SUPERSEDED

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

ARTICLE XXXV- FORCE MAJEURE

Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

ARTICLE XXXVI- APPLICABLE LAW

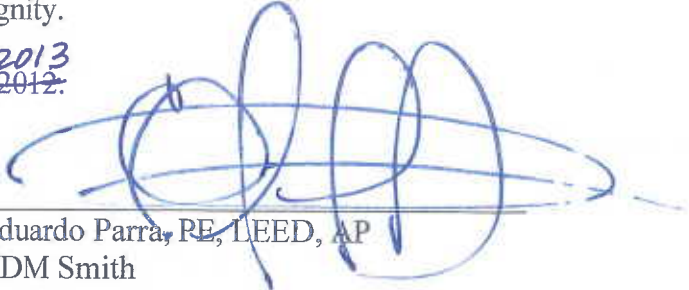
This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are performable in Webb County, Texas.

IN WITNESS WHEREOF, the Laredo Urban Transportation Study acting by and through its Policy Board and its chairman, the Mayor of the City of Laredo, and CDM Smith. have executed this agreement in duplicate originals, each of equal dignity.

EXECUTED this the 1 day of JANUARY, ~~2012~~²⁰¹³.



Raul G. Salinas
Policy Committee Chairman



Eduardo Parra, PE, LEED, AP
CDM Smith

ATTEST:



Gustavo Guevara, Jr.
City Secretary

ATTEST:



Notary Public
My Commission expires 7/20/13.

APPROVED AS TO FORM



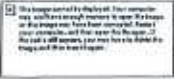
Raul Casso
City Attorney



ATTACHMENT A- SCOPE OF SERVICES

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**SCOPE OF WORK,
TIMELINE, AND
FEES**



SCOPE OF WORK AND SCHEDULE

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 2008, 2040, and interim years (2013, 2015, 2020, and 2030) 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 and MPO Meetings

Project Management Activities - CONSULTANT will prepare monthly progress reports by the 10th of each month, accompanied by invoices formatted according to the MPO's specifications. The reports will document activities performed during the current month and the activities planned for the upcoming month. Percentage estimates of work complete by task will also be highlighted.

CONSULTANT will maintain a project schedule that will allow for the efficient execution of project tasks while providing adequate 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 conduct one Project Kick-off Meeting with MPO staff and TxDOT-TPP staff. This meeting will be held in Austin at TxDOT-TPP offices with 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 and refine the project schedule, and begin the data collection process.

The final determination of the study area will be made by the MPO and will be discussed at the kick-off meeting.

MPO Technical/Policy Board Meetings - The CONSULTANT will attend up to two meetings total with the MPO Technical Committee and MPO Policy Board. As the project progresses, CONSULTANT will coordinate with MPO staff to jointly determine which meetings require their presence to present information on the travel demand model update.

Task 1 Deliverables:

- Project Kick-off Meeting and related meeting minutes
- Monthly Progress Reports and Invoices
- Attendance at MPO Technical Committee and Policy Board Meeting (one each, two total)

Task 2: Review and Update Base Year (2008) Model Roadway Network

This task involves reviewing and updating the 2008 modeled roadway network within the Laredo MPO study area that the CONSULTANT team used during the course of the development of the 2035 MTP, the TxDOT-TPP 2008 pending network to be delivered during the project kickoff meeting, and the 2008 network which has already been completed by the Laredo MPO. 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 which the Laredo MPO has already performed.



Subtask 2.1: Gather Existing Digital Data

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 model files and roadway inventory files from TxDOT.

Subtask 2.2: Conduct Network Drive-out

Based on our understanding of the 2008 network which has already been developed by the Laredo MPO, a full network drive-out will not be necessary. However, during the course of the network development task, some issues may arise which require a field review to validate selected network attributes for specific locations. If this is necessary, all such issues will be consolidated into a single drive-out.

Subtask 2.3: Develop 2008 Travel Demand Model Roadway Network

All the existing 2008 model network will be considered in developing the new 2008 base network and all future year networks. 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 2008 base network in the following steps:

- Verify coding issues and standards with TxDOT-TPP
- Identify differences among the existing 2008 network datasets
- Code changes in the 2008 TransCAD network consistent with TxDOT-TPP coding standards
- Simplify the network to eliminate unnecessary nodes
- 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

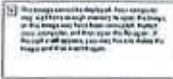
Task 2: Deliverables:

- Two sets of 2008 model roadway network plots marked with changes and edits per TxDOT-TPP standards
- Edited 2008 TransCAD network, New Link file in dbf format, Deleted Link file in .dbf format, and updated Turn Penalty file in .dbf format
- Technical Memorandum describing the decisions made and work performed to develop the 2008 base year network

Task 3: Review and Update Base Year (2008) Traffic Analysis Zone Geography

The existing 2008 travel demand model Traffic Analysis Zone (TAZ) geography will be reviewed and updated as necessary. Four important factors will be considered:

1. If the MPO determines new boundaries for the study area, new or modified TAZs and external stations will be proposed as appropriate.
2. As already discussed with the MPO and tentatively agreed upon, the TAZs within the travel demand model used for the 2035 Metropolitan Transportation Plan included a large number of potentially unnecessary zones along the northern, eastern, and southern tiers of the study area. These TAZs will be reviewed with an eye towards their consolidation. 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.

3. Traffic Analysis Zone geographies will be reviewed against the new 2010 Census block geographies so that, to the extent practical, TAZs are aggregations of Census blocks and nest to Census Block Groups and Tracts.
4. The definition of all TAZ geography will be coordinated with TxDOT-TPP with a review and approval of the network, 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:

- Edited and updated TransCAD and ArcGIS files representing the Traffic Analysis Zone geography.
- Technical Memorandum describing the decisions made and work performed to develop the 2008 base year TAZ geography, and any changes made to make the network and TAZ geography compatible.

Task 4: Review and Update Base Year (2008) Traffic Analysis Zone Data and Special Generator Data

While the CONSULTANT developed 2008 base year data at the Traffic Analysis Zone level for the development of the 2035 MTP, this task will involve a review of that work in light of the 2010 Census data and its revealed growth trends, the 2008 Texas Workforce Commission data, and control totals provided by TxDOT-TPP through TTI. By comparing the existing 2008 TAZ data with the 2010 Census data, adjustments for the population and number of households may be made. Similarly, a thorough review of the 2008 Texas Workforce Commission data, augmented by data from other sources (such as the City, schools, hospitals, and chamber of commerce), will be used as a point of comparison to make any adjustments to the TAZ-level employment data within the basic, retail, service, and education categories. School and hospital employment, in particular, will be reviewed to ensure the information of each location is accurate. 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.

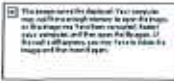
Subtask 4.1: Gather Existing Data

The first step in this task will be to acquire the following 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:

- 2008 TAZ-level socioeconomic data (population, major group quarters (type and population), households, median income, employment)
- 2008 special generator input files
- 2000 and 2010 Census population and household data at the block level
- 2003 TAZ-level socioeconomic data from the previous model will be used as a reference

Subtask 4.2: Update 2008 Socioeconomic and Special Generator Data

Using the data gathered under the previous subtask, CONSULTANT will refine as necessary the 2008 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 TRIPCAL5 DA1 card format, with special generator data shown separately for each



TAZ. 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 DA1 card 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 2008
- Develop 2008 special generator data in the required TRIPCAL5 SGZ and CMT card formats

Task 4 Deliverables:

- 2008 Traffic Analysis Zones in TransCAD and ArcGIS formats, with columns for all relevant attribute data
- 2008 socioeconomic data for each TAZ in Excel format, formatted to support DA1 requirements
- 2008 special generator data in Excel format, formatted to support SGZ and CMT requirements
- Technical Memorandum describing the decisions made and work performed to develop the 2008 base year socioeconomic and special generator data

Task 5: Develop Future Year Travel Demand Model Roadway Networks

To support the analysis of future travel demand, CONSULTANT will develop future year networks for the years 2013, 2015, 2020, 2030, and 2040. These 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, and will include off-system roads extracted from the thoroughfare plan that border any TAZ with forecasted socio-demographic data. These lists of projects shall 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. Only one future year network for each year will be developed.

Task 5: Deliverables:

- Forecast model roadway network plots marked with changes and edits according to specified TxDOT-TPP standards
- TransCAD network and a New Link file in dbf format, Deleted Link file in dbf format, and updated Turn Penalty file in dbf format for each of the five forecast years
- Technical Memorandum describing the decisions made and work performed to develop the five future year networks

Task 6: Develop Future Year Traffic Analysis Zone Data and Special Generator Data

CONSULTANT will develop TAZ-level socioeconomic data for the years 2013, 2015, 2020, 2030, and 2040.



Subtask 6.1: 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:

- Any existing forecast data already prepared by the MPO
- TxDOT-TPP regional control totals derived through TTI
- 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

Using building permit data and current digital orthophotography, new construction from 2008 to 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 appropriate forecast years.

Subtask 6.2: 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 6.3: Refine Growth Allocation Tool

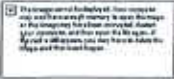
Based upon the information gathered at the meetings described in Subtask 6.2, CONSULTANT will refine its growth allocation tool that it used to forecast population, household, and employment values during the development of the MPO's 2035 MTP. Currently, this tool uses the following "attraction factors" 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 2010 Census will be explicitly considered.

Subtask 6.4: Develop Future Year Socioeconomic and Special Generator Data

Based upon the refined tool, CONSULTANT will develop population, households, group quarters, 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 TRIPCAL5 DA1 card format, with special generator data shown separately for each TAZ.

Task 6: 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 Zones in TransCAD and ArcGIS formats for each forecast year, with columns for all relevant attribute data
- Socioeconomic data for each TAZ in Excel format for each forecast year, formatted to support DA1 requirements



- Special generator data in Excel format for each forecast year, formatted to support SGZ and CMT requirements
- Technical Memorandum describing the decisions made and work performed to develop the TAZs and related socioeconomic and special generator data for each forecast year

Task 7: 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 TxDOT TPP model organization and file names. In addition, CONSULTANT will develop a final report that will compile all the previously submitted technical memoranda. A final presentation will be made to the MPO Technical Committee and/or Policy Board.

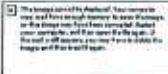
Task 7: Deliverables:

- One project CD, containing the following:
 - 2008 model roadway network and centroid connectors in TransCAD and Geodatabase format (Task 2);
 - 2008 Traffic Analysis Zones in TransCAD and ArcGIS format (Task 3)
 - 2008 socioeconomic data for each TAZ in Excel and DA1 card format (Task 4)
 - 2010 special generator data in Excel and ASCII format, formatted per TxDOT-TPP's SGZ and CMT formats (Task 4)
 - Future year 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 6)
 - Future Year socioeconomic TAZ-level data in Excel format and DA1 card format (Task 6)
 - Special generator data for future years in Excel and ASCII format, formatted per TxDOT-TPP's SGZ and CMT formats (Task 6)
 - Electronic copies of Draft and Final Model Development Technical Report, in Word and PDF format; up to 40 printed and bound copies of the Final Report (Task 7)

Task 8: Ongoing Support During the TxDOT-TPP Initiation of the Validation Process

Presenting the deliverables listed in Task 7 to the MPO and to TxDOT-TPP will complete the work necessary to develop the final product of a travel demand model network, TAZ, and socioeconomic data inputs for 2008, 2040, and interim years (2013, 2015, 2020, and 2030) 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.

With constraints on its available resources, TxDOT-TPP may not be able to immediately commence its review of the submitted deliverables. Further, questions or issues may arise during the review process and the subsequent model validation schedule. To maintain the MPO's ability to quickly and efficiently respond to any questions on these deliverables, CONSULTANT will remain available after the final



delivery to serve as a resource and technical representative with TxDOT-TPP through the life of the 2008 model validation process and/or provide any needed revisions, if necessary.

Task 8: 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

LAREDO 2008-2040 TRAVEL DEMAND MODEL UPDATE STUDY

SCHEDULE

	November 2012	December 2012	January 2013	February 2013	March 2013	April 2013	May 2013	June 2013	July 2013	August 2013
Task 1: Project Management and MPO Meetings										
General Project Management										
Project Kick-off Meeting										
MPO Technical Committee/Policy Board Meetings										
Monthly Progress Reports and Invoices										
Task 2: Review and Update Base Year (2008) Model Roadway Network										
Collect Existing Digital Data										
Review and Collate Existing Networks and Data Sources										
Conduct any Necessary Network Field Review										
Develop 2008 Travel Demand Model Roadway Network Technical Memorandum										
MPO and TxDOT Review										
Task 3: Review and Update Base Year (2008) Traffic Analysis Zone Geography										
Develop 2008 Traffic Analysis Zone Geography										
Any Necessary Updates to Coordinate Network and TAZ Geography										
Task 4: Review and Update Base Year (2008) Traffic Analysis Zone Data and Special Generator Data										
Gather Existing Data										
Update 2008 Socioeconomic and Special Generator Data Technical Memorandum										
Task 5: Develop Future Year Travel Demand Model Roadway Networks										
Develop Future Year Roadway Networks										
MPO and TxDOT Review										
Task 6: Develop Future Year Traffic Analysis Zone Data and Special Generator Data										
Collect Supporting Data for Future Year Demographics										
Conduct MPO-member Jurisdiction One-on-One Meetings										
Refine Growth Allocation Tool										
Develop Future Year Socioeconomic and Special Generator Data										
Task 7: Prepare Documentation and Deliver Final Data										
Draft Final Report										
Final Report and Data Delivery										

Task Duration
 Meeting
 MPO and TxDOT Review
 Submittal

*: TC and PB meetings every first and third Wednesday, respectively, at 9:30 at COG offices

Fee Estimate

Laredo Travel Demand Model Update

BASED ON NOVEMBER 15, 2012 SCOPE OF SERVICES

Task	Hours	Loaded Labor Cost	Direct Expenses	Total
Task 1 - Project Management and MPO Meetings	106	\$16,636.00	\$2,560.50	\$19,196.50
Task 2 - Review and Update 2008 Model Roadway Network	64	\$8,560.00	\$304.00	\$8,864.00
Task 3 - Review and Update 2008 TAZ Geography	52	\$7,000.00	\$0.00	\$7,000.00
Task 4 - Review and Update 2008 TAZ and Special Gen. Data	96	\$12,460.00	\$1,334.00	\$13,794.00
Task 5 - Develop Future Year TDM Roadway Networks	62	\$8,544.00	\$0.00	\$8,544.00
Task 6 - Develop Future Year TAZ Data and Special Gen. Data	160	\$20,364.00	\$1,334.00	\$21,698.00
Task 7 - Prepare Documentation and Deliver Final Data	78	\$10,504.00	\$2,000.00	\$12,504.00
Task 8 - Ongoing Support	50	\$7,024.00	\$27.50	\$7,051.50
Grand Total	668	\$91,092.00	\$7,560.00	\$98,652.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA		CONTACT NAME:	
		PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED CDM Smith Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA		INSURER A: Zurich American Ins Co	16535
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570048838945****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL0837663217	01/01/2013	01/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/DP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 8376631-17	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	WC837663318	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: City of Laredo, County of Webb, Laredo Urban Transportation Study (LUTS), designated Metropolitan Planning Organization (MPO) For Professional Services in the Development of 2008-2040 Travel Demand Model Update Study for Submittal to TXDOT-TPP. The City of Laredo is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Laredo
1120 San Berardo Ave.
P.O. Box 579
Laredo TX 78042-0579 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570048838945

**LAREDO URBAN TRANSPORTATION STUDY
ACTION ITEM**

DATE: 8/18/14	SUBJECT: A Motion(s) Discussion with possible action on the proposed 2015-2040 Laredo Metropolitan Transportation Plan (MTP) Project Evaluation Criteria	
INITIATED BY: Staff		STAFF SOURCE: Nathan Bratton, MPO Director
PREVIOUS ACTION: None.		
<p>BACKGROUND:</p> <p>The development of the MTP is required under the Moving Ahead for Progress in the 21st Century Act (MAP-21) to assure the continued allocation of federal fund to local transportation projects. When adopted the plan is recognized as the official, comprehensive, intermodal transportation plan for the metropolitan planning area. The purpose of the MTP is to identify existing and future transportation needs, develop both long-range and short-range strategies/actions that promote an integrated multimodal transportation system, and facilitate the safe and efficient movement of people and goods, while addressing current and future transportation demand. Said coordinated transportation strategies may include: roadway capacity or operational enhancements, truck, transit or rail freight related network improvements, as well as, bikeways and pedestrian facilities. The plan must address, at a minimum, a continuous twenty-year planning horizon.</p> <p>During the development of the MTP, a “call for projects” is issued to encourage local stakeholders, planning partners and members of the public to submit projects they wish constructed within the next 25 years. All submitted projects, as well as any unimplemented projects remaining from the previous plan are then evaluated for the purpose of ranking, inclusion, and allocation of projected federal funds.</p> <p>In an effort to prioritize the future transportation needs of Laredo region, the MPO has developed a series of project evaluation criteria to objectively score projects. While the criteria attempt to quantify the potential benefits and effects of each project, they are not the sole determinant in establishing regional investment priorities. Rather, these criteria are simply a tool to help discuss the merits of each project and evaluate them on an equal playing field.</p> <p><u>The proposed project evaluation criteria are as follows (also see attached):</u></p> <p>Congestion –100 Points</p> <ul style="list-style-type: none"> • Current Congestions (50) • Future Congestion (30) • CMP (20) <p>Safety and Operations – 100 Points</p> <ul style="list-style-type: none"> • Safety (60) • Operational Efficiency (30) • Hazardous Materials (10) <p>Project Cost –50 Points</p> <ul style="list-style-type: none"> • Cost reasonableness (30) • Alternative Financing (20) <p>Modal Impacts – 120 Points</p> <p>Environmental Impacts – 10 Points</p> <p><u>Public Acceptance – 20 Points</u></p> <p>Total – 400 Points</p>		
COMMITTEE RECOMMENDATION: Approval		STAFF RECOMMENDATION: Approval.

Project Evaluation Criteria

In an effort to prioritize the future transportation needs of Laredo region, the MPO has developed a series of project evaluation criteria to objectively score projects. While the criteria attempt to quantify the potential benefits and effects of each project, they are not the sole determinant in establishing regional investment priorities. Rather, these criteria are simply a tool to help discuss the merits of each project and evaluate them on an equal playing field.

Congestion – 100 Points

Current Congestion:

Does the project specifically address a currently congested facility; or in the case of a new alignment roadway, does it specifically address a “parallel” facility that is congested?

- Current Level of Service = E or F : 50 points
- Current Level of Service = D : 40 points
- Current Level of Service = C : 30 points
- Current Level of Service = B : 20 points
- Current Level of Service = A: 0 points

Future Congestion:

Does the project specifically address a facility that is expected to become congested at the end of the MTP planning horizon (currently 2040), or in the case of a new alignment roadway, does it specifically address a “parallel” facility that is projected to become congested?

- Future Level of Service = E or F : 30 points
- Future Level of Service = D : 20 points
- Future Level of Service = C : 10 points
- Future Level of Service = B : 5 points
- Future Level of Service = A: 0 points

Congestion Management Process:

Is this project a product of the congestion management process?

- Yes, indirectly : 20 Points
- No : 0 Points

Safety and Operations: 100 Points

Safety:

Does the project specifically address a safety issue?

- Yes, directly : 60 Points
- Yes, indirectly : 30 Points

- No : 0 Points

*Based upon type of project.

Yes, directly: Access Management, Frontage Road Conversion, Intersection Improvements, Bicycle/Pedestrian Facilities (some), Center Turn Lane, Lighting, Median, Realignment, Traffic Signal, Widen Lanes

Yes, indirectly: Reconstruction/Rehabilitation/Repair/Resurface, Upgrade to Freeway

No: Added Capacity, Drainage, Landscaping, Museum, Visitor Center, New Roadway

Operational Efficiency:

Does this project include elements that specifically improve the operationalefficiency of the transportation system?

- Yes, directly : 30 Points
- Yes, indirectly : 15 Points
- No : 0 Points

*Based upon type of project.

Yes, directly: Upgrade Interchange/Intersection Improvement, Center Turn Lane, Add Turn lanes, Drainage, Frontage Road Conversion, Realignment, Signals, Traffic Flow Improvements, Median

Yes, indirectly: New Roadway, Additional Travel Lanes

No: Bicycle/Pedestrian Facilities, Landscaping, Lighting, Museum, Visitor Center,Reconstruction/Rehabilitation/Repair/Resurface

Hazardous Material:

Does this project address the safe transportation of hazardous material?

- Yes : 10 Points
- No : 0 Points

Project Cost: 50 Points

Cost Reasonableness:

Is the project cost per future daily vehicle mile of travel (DVMT from “build” alternative from travel demand model) a reasonable amount?

- \$75 or less per DVMT : 30 points
- Between \$75 and \$125 per DVMT : 20 points
- Between \$125 and \$500 per DVMT: 10 points
- More than \$500 per DVMT: 0 points

Alternative Financing:

Does this project include non-traditional funding sources and enhanced costsharing?

- Yes : 20 Points
- No : 0 Points

*Based upon whether there is any funding for this project beyond the typical federal funds and minimum local match. Alternative financing is considered to be an indication of Community Support.

Modal Impact: 120 Points

Does this project specifically promote the use of or access to an alternative mode of transportation?

- Transit : 20 points
- Bicycling : 20 points
- Walking : 20 points
- Air Travel : 20 points
- Rail Travel : 20 points
- Freight: 20 Points

Environmental Impacts: 10 Points

Does this project impact the environment in a positive manner?

- Positive environmental impacts : 10 points
- Neutral environmental impacts : 0 points
- Negative environmental impacts : -10 points

*Based upon project benefits or location of project.

Positive: If project includes specific environmental improvements (e.g., planting of trees)

Negative: If project is adjacent to protected/hazardous environmental features or Hazmat and Superfund sites

Public Acceptance: 20 Points

How was this project ranked by public during the public outreach process?

- Ranked in the top 25%: 20 Points
- Ranked between 25 % and 50% : 15 Points
- Ranked between 50 % and 75% : 10 Points
- Ranked above 75% : 5 Points
- No Rank : 0 Points

*Based on the project ranking performed during public outreach.

The ranks received for all projects will be added up to show the overall rank of the project.

Table 7-1: Project Evaluation Criteria

DEMONSTRATED NEED	
<p>Current Congestion Does the project specifically address a currently congested facility; or in the case of a new alignment roadway, does it specifically address a “parallel” facility that is congested?</p>	<p>Current Level of Service = E or F..... 100 points Current Level of Service = D 75 points Current Level of Service = C.....50 points Current Level of Service = B.....25 points Current Level of Service = A 0 points</p> <p>Level of Service based upon assigned traffic volume from base year travel demand model.</p>
<p>Future Congestion Does the project specifically address a facility that is expected to become congested at the end of the MTP planning horizon (currently 2035), or in the case of a new alignment roadway, does it specifically address a “parallel” facility that is projected to be congested?</p>	<p>Future Level of Service = E or F 100 points Future Level of Service = D 75 points Future Level of Service = C.....50 points Future Level of Service = B25 points Future Level of Service = A 0 points</p> <p>Level of Service based upon assigned traffic volume from horizon year travel demand model (existing plus committed network).</p>
PROJECT COST	
<p>Cost Reasonableness Is the project cost per future daily vehicle mile of travel (DVMT from “build” alternative from travel demand) a reasonable amount?</p>	<p>\$75 or less per DVMT..... 75 points Between \$75 and \$125 per DVMT50 points Between \$125 and \$500 per DVMT 25 points More than \$500 per DVMT0 points</p>
<p>Right of Way Does this project have exceedingly high right of way and utility costs, in terms of total project cost?</p>	<p>0% of Total Cost 25 points Less than 25% of Total Cost.....20 points Between 25% and 50% of Total Cost 15 points Between 50% and 75% of Total Cost 10 points More than 75% of Total Cost..... 0 points</p>
MODAL IMPACTS	
<p>Does the project improve accessibility to an alternative mode of transportation?</p>	<p>Transit20 points Bicycling20 points Walking20 points Airport20 points Rail.....20 points</p>
ENVIRONMENTAL	
<p>What type of impact does the project have on the natural environment?</p>	<p>Positive environmental impacts..... 10 points Neutral environmental impacts 0 points Negative environmental impacts-10 points</p>

Table 7-1: Project Evaluation Criteria (continued)

PROJECT READINESS	
Has sufficient planning and engineering work been done on this project to ensure timely implementation?	ROW purchased 10 points Preliminary Engineering completed 10 points Plans completed 10 points
OTHER FACTORS	
Safety	
Does the project improve safety?	
Economic Impacts	
Does the project support economic development and international trade?	
System Continuity	
Does the project provide for connecting sections of an existing or planned street that are presently discontinuous?	
Public Acceptance	
Does the project have community support?	

FUNDING AT A GLANCE

Determining funding sources can be a complicated process for any project. This chart provides a general overview of the TxDOT funding categories. Local TxDOT district offices are experienced with project funding and can offer more detailed

information specific to a project. Each year, TxDOT funds projects through a comprehensive plan called the Unified Transportation Program utilizing these categories.

FUNDING AT A GLANCE

FUNDING CATEGORY	PROJECT SELECTION	USUAL FUNDING
1 - Preventive Maintenance and Rehabilitation	Projects selected by districts. Commission allocates funds through Allocation Program.	Federal 90% State 10% or Federal 80% State 20% or State 100%
2 - Metropolitan and Urban Area Corridor Projects	Projects selected by Metropolitan Planning Organizations (MPOs) in consultation with TxDOT. Commission allocates funds through Allocation Program.	Federal 80% State 20% or State 100%
3 - Non-Traditionally Funded Transportation Projects	Project selection varies based on the funding source, such as Proposition 12, Proposition 14, Pass-Through Toll Finance, Regional Toll Revenue and Local Participation.	Federal 80% State 20% or State 100% or Local 100% Varies by agreement and rules
4 - Statewide Connectivity Corridor Projects	Projects selected by commission based on corridor ranking. Project total costs cannot exceed commission-approved statewide allocation.	Federal 80% State 20% or State 100%
5 - Congestion Mitigation and Air Quality Improvement	Projects selected by MPOs in consultation with TxDOT and funded by districts' Allocation Program. Commission allocates funds based on population percentages within areas failing to meet air quality standards.	Federal 80% State 20% or Federal 80% Local 20% or Federal 90% State 10%
6 - Bridges Federal Highway Bridge Program; Federal Railroad Grade Separation Program	Projects selected by the Bridge Division as a statewide program based on the Federal Highway Bridge Program and the Federal Railroad Grade Separation Program eligibility and ranking. Commission allocates funds through Statewide Allocation Program.	Federal 90% State 10% or Federal 80% State 20% or Federal 80% State 10% Local 10%
7 - Metropolitan Mobility/Rehabilitation	Projects selected by MPOs in consultation with TxDOT. Funded by district's Allocation Program. Commission allocates funds according to the federal formula.	Federal 80% State 20% or Federal 80% Local 20% or State 100%
8 - Safety Federal Highway Safety Improvement Program, Federal Railway-Highway Crossing Program, Safety Bond Program, Federal Safe Routes to School Program, and Federal High Risk Rural Roads	Projects selected statewide by federally mandated safety indices and prioritized listing. Commission allocates funds through Statewide Allocation Program. Projects selected and approved by commission on a per-project basis for Federal Safe Routes to School Program.	Federal 90% State 10% or Federal 90% Local 10% or Federal 100% or State 100%
9 - Transportation Enhancements	Local entities nominate projects and TxDOT, in consultation with FHWA, reviews them. Projects selected and approved by commission on a per-project basis. Projects in the Safety Rest Area Program are selected by the Maintenance Division.	Federal 80% State 20% or Federal 80% Local 20%
10 - Supplemental Transportation Projects State Park Roads, Railroad Grade Crossing Replanking, Railroad Signal Maintenance, Landscape Incentive Awards, Green Ribbon Landscape Improvement, Curb Ramp Program, Coordinated Border Infrastructure Program, Comprehensive Development Agreements and Congressional High Priority Projects	Projects selected statewide by Traffic Operations Division or Texas Parks and Wildlife Department or district. Commission allocated funds to districts or approves participation in federal programs with allocation formulas. Coordinated Border Infrastructure Program funds are allocated to districts according to the federal formula.	State 100% or Federal 80% State 20% or Federal 100%
11 - District Discretionary	Projects selected by districts. Commission allocates funds through Allocation Program.	Federal 80% State 20% or Federal 80% Local 20% or State 100%
12 - Strategic Priority	Commission selects projects which generally promote economic opportunity, increase efficiency on military deployment routes or to retain military assets in response to the federal military base realignment and closure report, or maintain the ability to respond to both man-made and natural emergencies. Also, the commission approves pass-through financing projects in order to help local communities address their transportation needs.	Federal 80% State 20% or State 100%