

# 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  
November 17, 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 October 20, 2014.
  2. Receive public testimony and approve a Motion to: accept the ranking of firms that submitted proposals in response to the Request for Qualifications (RFQ) issued for the development of the Transit Development Plan, approve the selection of CDM Smith and authorize Staff to enter into negotiations.
  3. Authorizing the execution of Amendment #2 of the contract with CoPLAN LLC for professional services related to the development of the Congestion Management Plan in order to extend contract completion date to March 31, 2015.
  4. Mayor Pete Saenz, in his capacity as the presiding officer of the Laredo Mass Transit Board, will appoint a member of the Laredo Mass Transit Board as a member of the Metropolitan Planning Organization's Policy Committee.
  5. Authorizing the execution of Amendment #1 of the contract with CDM Smith for the development of the 2015-2040 Laredo Metropolitan Transportation Plan (MTP) in order to extend the contract completion date to February 28, 2015.
  6. Receive public testimony and initiate a 20-day public review and comment period for the draft 2015-2040 Laredo Metropolitan Transportation Plan (MTP). (Mr. Madhusudhanan Narayanasamy of CDM Smith will give a presentation on the draft document).

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

- Presentation by Kevin Hall, Texas Transportation Institute (TTI), on the Travel Demand Model

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 NOVEMBER 14TH, 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 Pete Saenz, Mayor and LUTS Chairperson  
Honorable Roque Vela, Jr., City Councilmember, District V  
Honorable Juan Narvaez, City Councilmember, District IV

**LAREDO MASS TRANSIT BOARD**

Vacant

**COUNTY OF WEBB REPRESENTATIVES:**


Honorable 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 31

  
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 OCTOBER 20, 2014 MEETING



### **I. CALL TO ORDER**

Cm. Vela called the meeting to order at 12:14 p.m.

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

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

Cm. Galo made a motion to excuse the members not present.

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

Motion carried unanimously

#### **Regular members present:**

Honorable Roque Vela, Jr. City Councilmember, District V  
Honorable Jorge A. Vera, City Councilmember, District VII  
Honorable Jaime Canales, Webb County Commissioner, Pct. 4  
Honorable John Galo, Webb County Commissioner, Pct. 3  
Albert Ramirez, TxDOT

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

Honorable Raul G. Salinas, Mayor and LUTS Chairperson  
Honorable Juan Narvaez, City Councilmember, District IV  
Melisa Montemayor, TxDOT  
Danny Valdez, Webb County Judge

#### **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:**

Nathan R. Bratton, City Planning/LUTS Staff  
Vanessa Guerra, City Planning/LUTS Staff  
Angie Quijano, City Planning/LUTS Staff  
Eduardo Bernal/Transit, El Metro  
Sara Garza, TxDOT  
Ana Duncan, TxDOT  
Carlos Rodriguez, TxDOT

**Others Present:**

Madhusudhanan Narayanasamy, CDM Smith  
Szu-han Chen, CDM Smith

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

There was nothing to report from neither the Director nor the Committee.

**IV. ITEMS REQUIRING POLICY COMMITTEE ACTION**

**1. Approval of the minutes for the special meeting held on September 15, 2014**

Cm. Canales made a motion to approve the minutes for the special meeting held on September 15, 2014.

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

Motion carried unanimously

**2. Receive public testimony and approve Resolution No. MPO 2014-6 adopting the proposed amendment(s) to the MPO By-Laws.**

Mr. Bratton stated the ten day comment period for the MPO By-Laws has elapsed, therefore, staff recommends approval and adoption of the resolution.

The amendment of the MPO By-Laws was as followed:

City of Laredo: Mayor (Chairperson)  
~~{Three City Councilmembers, as appointed by the Mayor in his/her sole discretion.}~~  
Two City Councilmembers, as appointed by the Mayor in his/her sole discretion.

Laredo Mass Transit Board      One Laredo Mass Transit Board member as appointed by the Board's presiding officer/Mayor in his/her sole discretion.

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

(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 to 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.~~

Section 2.3 (c)3 shall be revised as followed:

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

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

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

Motion carried unanimously

There was no input from the public.

Cm. Vera made a motion to close the public hearing and approve Resolution No. MPO 2014-6 adopting the proposed amendment(s) to the MPO By-Laws.

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

Motion carried unanimously

**3. Mayor Raul G. Salinas, in his capacity as the presiding officer of the Laredo Mass Transit Board, will appoint a member of the Laredo Mass Transit Board as a member of the Metropolitan Planning Organization's Policy Committee.**

Cm. Canales made a motion to table the item.

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

Motion carried unanimously

**4. Receive public testimony and approve Resolution No. MPO 2014-07 adopting the proposed amendment of the FY 2015 Unified Planning Work Program (UPWP).**

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

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

Motion carried unanimously

There was no input from the public.

The amendment of the UPWP was as followed:

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) in a memorandum to Metropolitan Planning Organizations, dated April 23, 2013, jointly issued Planning and Emphasis Areas (PEAs). The PEAs are topical areas in planning that FHWA and FTA want to emphasize as MPO's develop work task associated with PEAs in the UPWP. The 2015 PEAs include:

1. MAP-21 Implementation: Transition to Performance Based Planning and Programming.

Addressed in the Subtask(s) listed below which include project/task aspect(s) that support the development and implementation of a performance management approach to transportation planning and programming, and the achievement of transportation system performance outcomes:

- Program Support and Administration
  - 2.1 Growth Development and Monitoring
  - 4.2 2015-2040 Metropolitan Transportation Plan
  - 5.1 Congestion Management Plan
2. Models of Regional Planning Cooperation: Promote cooperation and coordination across MPO boundaries and across State boundaries where appropriate to ensure a regional approach to transportation planning. Addressed in the Subtask(s) listed below which include project/task aspect(s) that encourage collaboration among TxDOT, the MPO, and the local transit operator on data collection, data storage and analysis, analytical tools, and performance based planning:
- 2.1 Growth Development and Monitoring
  - 2.3 Travel Demand Model Update
  - 3.3 TMA Certification Project
  - 4.2 2015-2040 Metropolitan Transportation Plan
3. Ladders of Opportunity: Access to essential services-as part of the transportation planning process, identify connectivity gaps in access to essential services (i.e., housing, employment, health care, schools/education, and recreation.) Addressed in the Subtask(s) listed below which include project/task aspect(s) that support the identification of transportation system connectivity failures that preclude access of the public, including traditionally underserved populations, to essential services:
- Growth Development and Monitoring
  - 4.2 2015-2040 Metropolitan Transportation Plan
  - 5.3 Transit Plan Update
  - 5.4 Bicycle and Pedestrian Plan

Cm. Canales made a motion to close the public hearing and approve Resolution No. MPO 2014-07, adopting the proposed amendment of the FY 2015 Unified Planning Work Program (UPWP).

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

Motion carried unanimously

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

- Presentation by Madhusudhanan Narayanasamy, of CDM Smith, on the 2015-2040 Metropolitan Transportation Plan Project Scores.

Madhusudhanan Narayanasamy, of CDM Smith, made a brief presentation on the 2015-2040 Metropolitan Transportation Plan Project Scores.

Mr. Narayanasamy stated that the amount projected for 2015-2040 for the MPO region is \$241,167,989 and the amount projected for 2015-2040 for mobility and rehabilitation is \$116,330,357.

Cm. Galo asked if the amounts given were the amounts projected from TxDOT for the next 25 years.

Mr. Narayanasamy stated the amounts given were the expected allocations from TxDOT for the next 25 years. He stated the total amount includes funding from Category 7 and Category 9.

Mr. Bratton stated the funding for Category 7 is all the monies TxDOT is expected to get for the district for the next 25 years. He informed the Policy Board that for the Loop 20 projects, the Regional Mobility Area (RMA) and the Transportation Reinvestment Zone (TRIZ) are crucial because the RMA and TRIZ monies would provide supplementary funding for Category 7 projects.

Mr. Narayanasamy discussed the project list and stated the list was evaluated using both quantitative and qualitative criteria. He also stated the funding alternatives were based upon the scores and discussed with the Technical Committee.

Cm. Galo made a motion to make funding alternatives #1 and #2 as the top priorities.

Alternative #1 and 2 include the following projects:

- Loop 20, East of Havana Rd to US 59-Upgrade the Interstate Standards, including overpasses at Shiloh Dr, Del Mar Blvd, University Blvd, Jacaman Rd, and Airport
- Loop 20, at International Blvd-Construct overpass and approach roadways to Havana Rd.
- Loop 20, at IH 35-Construct a ramp from IH 35 South to Loop 20 East and a ramp Loop 20 West to IH 35
- Loop 20, At IH 35-Construct overpass and approach roadways
- IH 35, Loop 20-Construct ramp from Loop 20 Westbound to IH 35 Northbound
- IH 35, At Loop 20-Construct ramp from Loop 20 Eastbound to IH 35 Southbound



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

Motion carried unanimously

**V. ADJOURNMENT**

Cm. Galo made a motion to adjourn the meeting at 12:52 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

\_\_\_\_\_  
Pete Saenz,  
Mayor and LUTS Chairperson

**ACTION ITEM**

<b>DATE:</b>  11-17-14	<b>SUBJECT: Motion(s)</b> Receive public testimony and approve a Motion to: accept the ranking of firms that submitted proposals in response to the Request for Qualifications (RFQ) issued for the development of the Transit Development Plan, approve the selection of CDM Smith and authorize Staff to enter into negotiations.
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<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning
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**PREVIOUS COMMITTEE ACTION:** None.

**BACKGROUND:**

The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO during the current fiscal period. The development of Laredo Metropolitan Transportation Plan Update is an objective of the 2015 Unified Planning Work Program, adopted by the MPO in Subtask 5.3.

5.3 Transit Plan Update

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

**Expected Outcome:** To update the study that was performed for the MPO in 2009 and cover a planning horizon from 2016-2021.

Request for Qualifications

A Request for Qualification was developed and published on September 18, 2014. *(see attached RFP)*

Firms that submitted proposals include:

- Nelson NYGAARD
- Tindale Oliver
- CDM Smith

**Selection Committee Recommendation:** *(see attached score sheets and ranking matrix)*

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

**FINANCIAL IMPACT:**  
The 2015 UPWP allocated \$100,000 to the project.

<b>COMMITTEE RECOMMENDATION:</b> Approval	<b>STAFF RECOMMENDATION:</b> Approval
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**Project Name: Five Year Transit Development Plan**  
**Proposal scores/rankings**

Point methodology:  
 1st = 3 pts  
 2nd = 2 pts  
 3rd = 1 pt

**Selection Committee**

	NELSON NYGAARD			Tindale Oliver			CDM Smith			Raw	Rank	Pts	Raw	Rank	Pts	Raw	Rank	Pts
	Raw	Rank	Pts	Raw	Rank	Pts	Raw	Rank	Pts									
Rafael Vidaurri-County Planning	57	3	1	62	2	2	66	1	3									
Ana Duncan-TxDOT	57	3	1	59	2	2	63	1	3									
Sara Garza, TxDOT	63	2	2	52	3	1	66	1	3									
Claudia San Miguel, El Metro	50	2	2	60	1	3	60	1	3									
Roberto Martinez, El Aguila	67	2	2	67	2	2	70	1	3									
Juan E. Rodriguez, STDC	58	3	1	59	2	2	62	1	3									
Esteban Rangel, LISD	59	3	1	60	2	2	69	1	3									
Vanessa Guerra, Laredo MPO	54	3	1	62	1	3	57	2	2									
*Michael Barron, UISD*	-	-	-	-	-	-	-	-	-									
<b>Total Points</b>	465		11	481		17	513		23	0		0	0		0		0	0

\*Scores not submitted

## Consultant Evaluation Form

Rafael Vidaurri

Project: Five Year Transit Development Plan

Reviewed by Webb County Planning

RVS

Criteria	Weight Points	Firm 1-NELSON NYGAARD	Firm 2-Tindale Oliver	Firm 3-CDM Smith	Firm 4	Firm 5
Capability to Perform	10	8	10	10		
Recent Experience	14	13	14	14		
Reputation	3	3	3	3		
Professional background and caliber	10	10	10	10		
Quality of projects	15	15	15	15		
Familiar with study area	5	1	1	5		
Capability of branch office	5	N/A	N/A	N/A		
Degree of Interest	5	4	5	5		
Aff. Action program	5	3	4	4		
<b>Total</b>		<b>57</b>	<b>62</b>	<b>66</b>		

### Consultant Evaluation Form

*TXDOT*  
Reviewed by *Ana Duncan*

Project: Five Year Transit Development Plan						Reviewed by <i>Ana Duncan</i>	
Criteria	Weight Points	Firm 1-NELSON NYGAARD	Firm 2-Tindale Oliver <i>Firm 3 CDM Smith</i>	Firm 3-CDM Smith <i>Firm 2 Tindale Oliver</i>	Firm 4	Firm 5	
Capability to Perform	10	9	9	9			
Recent Experience	14	13	14	13			
Reputation	3	2	3	2			
Professional background and caliber	10	8	9	9			
Quality of projects	15	13	13	13			
Familiar with study area	5	3	5	4			
Capability of branch office	5	3	4	3			
Degree of Interest	5	4	4	4			
Aff. Action program	5	2	2	2			
<b>Total</b>		<b>57</b>	<b>63</b>	<b>59</b>			

### Consultant Evaluation Form

TYDOT

Project: Five Year Transit Development Plan

Reviewed by

*Sara Benz*

Criteria	Weight Points	Firm 1-NELSON NYGAARD	Firm 2-Tindale Oliver	Firm 3-CDM Smith	Firm 4	Firm 5
Capability to Perform	10	9	9	9		
Recent Experience	14	12	8	13		
Reputation	3	2	2	3		
Professional background and caliber	10	9	8	9		
Quality of projects	15	12	11	12		
Familiar with study area	5	4	2	5		
Capability of branch office	5	5	3	5		
Degree of Interest	5	5	4	5		
Aff. Action program	5	5	5	5		
<b>Total</b>		<b>63</b>	<b>52</b>	<b>66</b>		

### Consultant Evaluation Form

*Edoardo Barrios*  
*C. R. Lopez*  
10/28/14  
*[Signature]*  
10/28/14

**Project: Five Year Transit Development Plan**

Reviewed by **CLAUDIA SAN MIGUEL**

Criteria	Weight Points	Firm 1-NELSON NYGAARD	Firm 2-Tindale Oliver	Firm 3-CDM Smith	Firm 4	Firm 5
Capability to Perform	10	8	9	9		
Recent Experience	14	10	13	12		
Reputation	3	2	3	3		
Professional background and caliber	10	7	9	9		
Quality of projects	15	11	14	13		
Familiar with study area	5	3	3	5		
Capability of branch office	5	4	4	4		
Degree of Interest	5	5	5	5		
Aff. Action program	5					
<b>Total</b>		<b>50</b>	<b>60</b>	<b>60</b>		

**Consultant Evaluation Form**

*EL AGUILA*

Project: Five Year Transit Development Plan

Reviewed by *R. Martinez*

Criteria	Weight Points	Firm 1-NELSON NYGAARD	Firm 2-Tindale Oliver	Firm 3-CDM Smith	Firm 4	Firm 5
Capability to Perform	10	9	10	10		
Recent Experience	14	14	13	14		
Reputation	3	3	3	3		
Professional background and caliber	10	9	9	9		
Quality of projects	15	13	13	14		
Familiar with study area	5	5	5	5		
Capability of branch office	5	4	4	5		
Degree of Interest	5	5	5	5		
Aff. Action program	5	5	5	5		
Total		<del>67</del> 67	67	70		



### Consultant Evaluation Form

Project: Five Year Transit Development Plan

Reviewed by *Juan E. Rdz.*

Criteria	Weight Points	Firm 1-NELSON NYGAARD	Firm 2-Tindale Oliver	Firm 3-CDM Smith	Firm 4	Firm 5
Capability to Perform	10	9	10	9		
Recent Experience	14	12	13	13		
Reputation	3	3	3	3		
Professional background and caliber	10	9	10	9		
Quality of projects	15	13	14	13		
Familiar with study area	5	3	2	5		
Capability of branch office	5	4	2	4		
Degree of Interest	5	4	4	4		
Aff. Action program	5	1	1	2		
<b>Total</b>	<b>72</b>	<b>58</b>	<b>59</b>	<b>62</b>		

### Consultant Evaluation Form

LISD

Project: Five Year Transit Development Plan

Reviewed by *Esteban Rangel*

Criteria	Weight Points	Firm 1-NELSON NYGAARD	Firm 2-Tindale Oliver	Firm 3-CDM Smith	Firm 4	Firm 5
Capability to Perform	10	8	9	9		
Recent Experience	14	13	13	14		
Reputation	3	3	3	3		
Professional background and caliber	10	9	9	9		
Quality of projects	15	12	12	14		
Familiar with study area	5	4	3	5		
Capability of branch office	5	3	3	5		
Degree of Interest	5	4	5	5		
Aff. Action program	5	3	3	5		
<b>Total</b>		<b>59</b>	<b>60</b>	<b>69</b>		

### Consultant Evaluation Form

LAREDO WPO  
VANESSA GUERRA

Project: Five Year Transit Development Plan

Reviewed by FOR NATHAN BRATTON

Criteria	Weight Points	Firm 1-NELSON NYGAARD	Firm 2-Tindale Oliver	Firm 3-CDM Smith	Firm 4	Firm 5
Capability to Perform	10	10	10	10		
Recent Experience	14	10	14	10		
Reputation	3	3	3	3		
Professional background and caliber	10	9	10	7		
Quality of projects	15	12	15	12		
Familiar with study area	5	0	0	5		
Capability of branch office	5	0	0	0		
Degree of Interest	5	5	5	5		
Aff. Action program	5	5	5	5		
Total		54	62	57		



# Laredo Urban Transportation Study

## REQUEST FOR QUALIFICATION (RFQ) FOR PROFESSIONAL SERVICES

### SUBJECT: COMPREHENSIVE FIVE YEAR TRANSIT DEVELOPMENT PLAN FOR THE LAREDO URBAN TRANSPORTATION STUDY (MPO)

The Laredo Urban Transportation Study (MPO) solicits professional services for the update of the **TRANSIT DEVELOPMENT PLAN**. Proposals shall be submitted in conformance with the requirements outlined in this RFQ.

Proposals shall be received not later than 4:00 P.M. C.D.T. on October 9<sup>th</sup>, 2014 in sealed envelopes marked "**TRANSIT DEVELOPMENT PLAN**". Proposals may be mailed to Mr. Gustavo Guevara, Jr. City Secretary, City of Laredo, P.O. Box 579, Laredo, Texas 78042-0579, or delivered to Mr. Gustavo Guevara, Jr. City Secretary, 3rd floor, City Hall, 1110 Houston St., Laredo, Texas, 78040. Questions concerning study parameters shall be directed to:

Vanessa Guerra, Planner III, MPO Coordinator  
City of Laredo (956)794-1604 or (956) 794-1623  
Planning Department vguerra@ci.laredo.tx.us  
1120 San Bernardo Ave.  
P.O. Box 579  
Laredo, Texas 78042-0579

Or

Eduardo Bernal  
Planning Manager/Operations Analyst  
Laredo Transit Management Inc. (El Metro)  
401 Scott St.  
Laredo, TX 78040  
Office# 956.795.2250 ext. 123  
Fax# 956.795.2317



for

Nathan Bratton  
MPO and Planning Director  
City of Laredo

## **INTRODUCTION**

The Laredo Urban Transportation Study, designated the Metropolitan Planning Organization (MPO) for the Laredo urban area, is soliciting qualifications from consulting firms to develop and update the comprehensive five-year Transit Development Plan (TDP) for the Laredo urbanized area. The purpose of the Transit Development Plan is to perform a comprehensive needs based evaluation of the transit system and provide recommendations for system enhancement. The MPO, in coordination with Laredo Transit Management, Inc (dba El Metro) will oversee the development of the plan. The Transit Development Plan will cover a five-year period from Fiscal Years of 2016 through 2021.

## **Study Area**

The project will encompass the area within the Metropolitan Area Boundaries.

## **BACKGROUND**

The City of Laredo employs the Laredo Transit Management, Inc. (LTMI), doing business as El Metro, which is a private non-profit organization to manage transit services within the city limits. Current service consists of two elements: traditional fixed route service and general paratransit service serving  $\frac{3}{4}$  of a mile from the nearest El Metro fixed route. The day-to-day management and actual operations of the transit services are carried out under contract with First Transit from Cincinnati, Ohio. LTMI is governed by the City of Laredo Mass Transit Board.

The City of Laredo's current population is of approximately 236,000 people and ridership is estimated to be at 3.1 million. Average ridership on the system is 9,500 trips per day. Current fleet includes manages 48 heavy duty buses, 1 rubber-tire trolley and 18 Paratransit vans. Facilities include a Compressed Natural Gas (CNG) fueling station and a transfer station. Currently, 22 bus routes operate from Monday through Sunday, 363 days a year.

The Transit Center facility located in downtown Laredo, houses the agency's headquarters including the Administrative, Customer Service, and Marketing Departments. The total number of employees is 179 includes over 148 coach operators, mechanics, and maintenance staff, and 31 professional, clerical, and other employees. The agency's Operations and Maintenance facility is located at 401 Scott Street.

In addition to buses, the current service includes a fleet of 18 Paratransit mini-buses. Paratransit is a curb-to-curb demand response transportation service for people who are unable to access fixed route buses. This specialized transportation service is branded as "El Lift". El Lift operates throughout a  $\frac{3}{4}$  of a mile of the nearest El Metro fixed route during the regular bus hours. A Paratransit Advisory Committee (PAC) serves as an advisory committee that represents the disabled community of the city of Laredo.

## **OBJECTIVES OF THE TRANSIT DEVELOPMENT STUDY:**

1. Provide the foundation for transit decisions by local, regional and State officials;
2. Provide assessment of existing fixed route service efficiency and effectiveness.

3. Incorporate regional coordinated transit planning efforts.
4. Develop recommendations for a comprehensive bus route restructuring, in phases.
5. Measure the system's connectivity to essential services.
6. Identify gaps which preclude the public's access, including traditionally underserved populations, to essential services including housing, employment, healthcare, schools/education and recreation.
7. Set forth an action plan to address transit issues and needs consistent with regional, State, and federal policies.
8. Review future capital and funding needs.
9. Develop a comprehensive Transit Asset Management Plan required by MAP-21 regulations.
10. Review the current Marketing Plan and make recommendations on increasing ridership.
11. Identify capital and operating needs based on data collection and public outreach.
12. The TDP shall meet all State and Federal requirements for incorporation with the Laredo Metropolitan Transportation Plan and comply with all transit elements

### **SCOPE OF WORK**

The MPO is seeking a consultant that can not only provide the typical qualification(s) to conduct an operational analysis but also have the ability to provide innovation, originality, and creativity in examining and proposing service concepts, potential market expansions, and system efficiencies.

The Transit Development Plan (TDP) will review all fixed routes and make recommendations on how to improve the deficiencies of low performing routes to determine ways of making the entire system more efficient, flexible, and customer-oriented. It is not anticipated that the study proposed would result in an overall route system restructuring but significant changes may be made if deemed necessary. The analysis will examine weekday, Saturday, Sunday and Holiday services each independently and in relation to each other. While the primary focus is examining the existing system, possible expansions into new areas or markets should be recommended if ridership needs assessment, and economic feasibility warrants it.

The following items are the work tasks to be included in the TDP.

1. The development, administering, and analysis of a transit rider survey, including a transit passenger profile, ridership demographics, passenger travel patterns and opinion of service. Transit staff will assist with emailing, online surveys, and/or hand-outs at public meetings. The survey will also be bilingual. It will be up to the consultant to help determine the required amounts of surveying to ensure results are reliable. It is anticipated that the surveys will be conducted when schools are in session. Onboard surveys will be required to gather data from passengers.
2. Review 2009 Transit Development Plan  
Review prior Transit Development Plan to develop a background report including the proposed recommendations and what was implemented.

3. The TDP will include an evaluation of current routes and schedules, including a route productivity analysis, and recommendations on improvements. Efforts will be concentrated on the lowest performing segments or routes. The end result is to make the routes more efficient, flexible, and customer-oriented. A closer study is required on off-peak hours and all evening service for weekdays, Saturday, Sunday and Holidays. Both fixed-route changes and the possibility of modifying segments of the fixed route to new service concepts should be considered. The plan will identify and recommend vehicles types and styles appropriate for the recommended service improvements. Additionally, the plan should identify potential new service areas including in the Industrial Parks located in the western/northern part of the city and the Cuarto Vientos southern edge near US359/83. Furthermore, review any policy changes that may need to be made to better serve the transit system. Route restructuring recommendations should be designed such that implementation phasing prevents loss of ridership and rider dissatisfactions.

As part of the system evaluation, the following tasks will be performed:

- a. A review of El Metro's fare structure in relation to recommended services.
  - b. A review of Title VI issues and how any anticipated service recommendations might impact minority neighborhoods.
  - c. A review of ADA issues and how any anticipated service recommendations might impact persons with disabilities.
  - d. An evaluation of and recommendations on how technology should be utilized by El Metro. This should include an assessment of what priority technology upgrades should receive in the capital portion of the Implementation Plan.
  - e. Identification of any unmet transit needs and develop strategies to meet those needs
  - f. Review and design new on-time performance and route ranking reports to identify bus routes with insufficient ridership and recommendations to improve or remove those bus routes.
  - g. A review of the current Operations and Maintenance Facility and the land acquired on Bartlett and Jacaman for the new Operations and Maintenance Facility which the design is 100% complete.
  - h. Measure the system's connectivity to essential services.
  - i. Identify gaps which preclude the public's access, including traditionally underserved populations, to essential services including housing, employment, healthcare, schools/education and recreation as required by MAP- 21
4. North and South Laredo Hubs. The Laredo Transit Center which opened its doors in 1997 is currently operational with all bus routes congregating as part of our "pulse" transit system. The TDP will need to include and identify present and future needs and or necessities for the development of transfer hub stations both in the south and north within the city limits,

5. **Bus Route Circulars.**  
The TDP will look at any future circular routes between the Laredo Transit Center and large passenger concentrations locations.
6. **Assess Capital and Operating Needs.**  
Assess capital needs, asset inventories, and operating needs to develop performance and safety operating performance measures to attain a stated of good repair to comply with MAP-21 regulations. Integrate assessment results and recommendations into the Transit Development Plan to provide a foundation for the Transit Asset Management Plans in compliance with MAP-21.
7. **Corridor Analysis.** This study has the opportunity to do some preliminary corridor analysis that will help determine if any higher capacity corridors exist in the urban area. Higher capacity can at its simplest terms mean more frequent bus service. Local development regulations will be reviewed and recommendations made of how to improve them to support transit. The study will also examine corridors where redevelopment at higher densities could help transit have a strong possibility to grow. The opportunity for transit oriented development will be analyzed. Land use scenarios, policy discussions, and rights-of-way analysis could be undertaken to see the likelihood of the success of more intense services.
8. **Review Current Marketing Plan.** An overview of the current Marketing Plan at El Metro. An analysis to determine if the marketing budget is realistic for a system of El Metro's size. A discussion of low cost, innovative methods and techniques, and recommendations or changes to passenger/public information will be provided. Recommend new marketing strategies to promote ridership, a review of the current fare structure with the possibility of adding daily, weekly and monthly passes.
9. **Implementation Plan.** The consultant will provide a list of recommendations based upon necessity that includes all capital and vehicle replacement schedule, operating costs, and a financial plan that provides projected costs and identifies funding sources in the next five years.
10. The consultant will deliver detailed routes, maps, and schedules for all recommendations. Maps will show major employment areas, housing, schools, shopping centers, and medical facilities.
11. **Public Involvement Plan.** The study will include a comprehensive and proactive approach to public input that solicits and incorporates public comment during the study. This will include presentations and/or updates to the MPO Technical Committee, Mass Transit Board and the MPO Policy Committee. The public participation activities will be designed to reach a broad representation of the community and will include both existing customers and those who do not currently use El Metro services with an emphasis on reaching those who are transportation disadvantaged.



## **RESOURCES**

1. Various maps and previous studies compiled by the City of Laredo Planning Department, including the Truck Route for the City of Laredo.
2. Comprehensive Plan of Laredo, Texas
3. Comprehensive Operating Analysis, First Transit, 2005.
4. Laredo Transit Development Plan, 2009
5. ADA Plan Update, 2012
6. 2010-2035 Metropolitan Transportation Plan
7. Any other studies or pertinent information as it becomes available.

## **SUBMITTAL REQUIREMENTS AND RESTRICTIONS**

Ten (10) copies of the RFQ shall be submitted in an 8 1/2" x 11" format for review by a Selection Committee. Submittals shall be limited to fifteen (15) pages in length, exclusive of professional resumes, cover sheets, fly leaves, table of contents, dividers, etc., printed on one side and single-spaced. All proposals become the property of the MPO. The MPO reserves the right to reject all proposals and to waive any irregularities.

It is the responsibility of all Consultants to examine the entire RFQ package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

The MPO Coordinator, in coordination with LTMI, will serve as the project manager for the project. The MPO shall not be liable for any costs incurred by the Consultants in response to the RFQ, or any cost incurred in connection with any discussions, correspondence or attendance at interviews or negotiation sessions.

The following items shall be submitted with the proposal. Failure to include any of these items may result in the rejection of a proposal.

1. A cover letter from a principal in the firm submitting the proposal on behalf of their company.
2. The qualifications shall be arranged in the following order. In some instances the proposing firm is asked to discuss how it may approach certain aspects of the study. It is recognized that this is a RFQ and a Scope of Services and costs have not been negotiated. The intent of the requirement is to be sure to the evaluators that the firm proposing has a general understanding of the type of work that needs to be performed based on past experiences:
  - a. General Statement of Firm(s) Qualifications – Provide information on the firm(s) background and experience in transportation planning, especially bus routing and paratransit services.
  - b. Qualification of Individuals - Provide brief information on the individuals proposed to work on the project. Detailed resumes can be included in the appendix. Please note each individual role in the study and his or her time commitment for this project. Since specific Scope of Work has not been negotiated please list whether it is anticipated the individual will be a primary or secondary participant and list general task(s) each may be responsible for i.e. route planning, surveying, public involvement, etc.

Provide a list of projects that the individual(s) has worked on that are similar to those being undertaken in this process.

3. Provide a brief discussion of the project approach that defines the issues and parameters that a mid sized transit agency or city, such as Laredo, could expect during the development of a short-range transit plan.
4. Provide a brief discussion about the uniqueness of a “pulse” system currently operational. Discuss potential “grid” systems and well as challenges.
5. Provide a brief discussion of how the TDP may be implemented. Provide a brief discussion of how the surveying will be accomplished. Both an off-and on route segmentation survey and an attitudinal and passenger profile survey will occur on the bus system. The consultant has the latitude to propose how the survey can be done in the most efficient means while obtaining relative significant data. Provide a brief discussion of how public involvement might be accomplished for this project. A proactive public involvement effort will be created that at a minimum meets with: El Metro employees, downtown businesses and organizations, citizen advisory committees, surrounding neighborhoods, downtown residents, and the general public (including seniors and those persons who are disabled). Discuss any unique or innovative techniques that may be applied. A detailed list of all project deliverables, including but not limited to a final report which shall include all primary and secondary data collected as part of the project.

**Proposals that include a cost estimate for the development of the study SHALL NOT be considered.**

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

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

#### **PROJECT MINIMUM REQUIREMENTS:**

Approval from the MPO and the Laredo Mass Transit Board is required for the TDP. The TDP should include the following at a minimum:

- Execute the contract, conduct initial meetings with the MPO, the City of Laredo, and the TDP consultant;
- Develop a local setting, existing system description (including fleet vehicle age, and miles), ridership profile, and ridership survey;
- Development, administering, an analysis of a transit survey, including transit passenger profile survey and a ridership level of activity survey (boardings and alightings).
- Review and analysis of current operation data including trend analysis and peer analysis;
- Evaluation of existing transit services and transit programs;
- Assessment of unmet transit needs and service gaps;
- Analysis of individual and system route performance;

- Guidance in the preparation of annual budgets;
- Assessment of current/future operating and capital needs and matching with available financial resources;
- Present a Transit Asset Management Plan complying with MAP21 federal regulations.

Twenty-five (25) draft reports shall be provided for the Technical Committee. Following acceptance and approval by the MPO Policy Committee and the Laredo Mass Transit Board, forty (40) final reports must be prepared and delivered to the MPO with all corrections and comments incorporated in the final version. Final reports should be neatly bound with attractive covers and address the processes and procedures used in this study. The Final report must be submitted within twenty (20) days. The consultant should submit five (5) final reports on CD ROM to the MPO in both pdf and word.

Presentations minimum requirement\*:

- a. One (1) at Draft to the Technical Committee
- b. One (1) at Final to the Policy Committee
- c. One (1) at Final to the Laredo Mass Transit Board

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

The MPO will be sole proprietor of the draft and final reports. Last, the consultant will give a presentation to the MPO Technical Committee, the MPO Policy Committee, and Laredo Mass Transit Board regarding the findings.

**ACCESS TO THE RFQ**

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

<http://www.cityoflaredo.com/Bids/Bids.htm>

Proposals will be accepted by Gustavo Guevara, City Secretary, until 4 p.m., October 9<sup>th</sup>, 2014 and must be addressed to:

City of Laredo  
 Gustavo Guevara, City Secretary  
 City Hall – 3<sup>rd</sup> Floor  
 P.O. Box 579  
 Laredo, Texas 78042-0579

## ACTION ITEM

<b>DATE:</b> 11-17-14	<b>SUBJECT: Motion(s)</b> Authorizing the execution of Amendment #2 of the contract with CoPLAN LLC for professional services related to the development of the Congestion Management Plan in order to: <ul style="list-style-type: none"> <li>• Extend contract completion date to March 31, 2015.</li> </ul>			
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning			
<b>PREVIOUS COMMITTEE ACTION:</b> On June 17 <sup>th</sup> , 2013, the Policy Committee approved a Motion accepting the Selection Committee's ranking of the submittals, authorized the selection the consultant and approved Staff entering into negotiations with the selected firm. On August 19, 2013 the Policy Committee approved a Motion authorizing the award and execution of a contract in the amount of \$126,135.29 with CoPLAN LLC for professional services related to the Congestion Management Plan project. On May 19, 2014, the Policy Committee approved contract Amendment #1 which authorized the following: Added volume based performance measurement to the collected delay data from peak period travel time runs in order to develop a volume weighted listing of top 20 congested locations, increase the contract fee by \$16,429.47 from \$126,135.29 to \$142,564.76 for additional work and extended the contract completion date to December 31, 2014.				
<b>BACKGROUND:</b> The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO during the 2013-2014 fiscal period. The development the Congestion Management Plan is an objective of the 2013 Unified Planning Work Program, adopted by the MPO in Subtask 5.1.  <u>5.1 Congestion Management Plan- Congestion and Delay Study</u> As a newly designated Transportation Management Area, the Laredo MPO is federally required to develop and implement a Congestion Management Process as an integral part of the metropolitan planning process. Congestion management is the application of strategies to improve transportation system performance and reliability by reducing the adverse impacts of congestion on the movement of people and goods. A Congestion Management Process (CMP) is a systematic and regionally accepted approach for managing congestion that provides accurate, up-to-date information on transportation system performance and assesses alternative strategies for congestion management that meet state and local needs.  <u>Objective:</u> To identify existing congestion levels, evaluate congested locations, and develop recommendations for addressing congestion.  <u>Expected Outcome:</u> Travel time and delay data on the selected network, identification of top 20 most congested locations, and congestion mitigation recommendations for 8 intersections.  <u>Firms that submitted proposals include:</u> <ul style="list-style-type: none"> <li>• CoPLAN LLC</li> <li>• CDM Smith</li> </ul> <u>Selection Committee Recommendation:</u> The Selection Committee recommended the selection of CoPLAN LLC for the performance of the project.				
<b><u>CONTRACT AMENDMENT 2</u></b>				
	ORIGINAL CONTRACT	AMENDMENT 1	AMENDMENT 2	TOTAL
FEE	\$126,113.29	16,518.59	0.00	142,564.76
SCHEDULE	5 MONTHS	6 MONTHS	3 MONTHS	14 MONTHS
*- Project was suspended for 3 months, therefore total actual time elapsed during project development is estimated at 15 months.				
<b>FINANCIAL IMPACT:</b> In FY 2014 UPWP allocated 150,000 for this project using federal planning grant (PL112) funds.				
<b>TECHNICAL COMMITTEE RECOMMENDATION:</b> Approval		<b>STAFF RECOMMENDATION:</b> Approval		

Amendment 2  
To The Contract Between  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
And  
CoPLAN LLC

The original contract, dated August 20<sup>th</sup>, 2013, by and between the Laredo Urban Transportation Study, Metropolitan Planning Organization, and CoPLAN LLC is hereby amended in the following respects:

**Paragraph 1:** *Article I – CONTRACT PERIOD-First paragraph - 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 [~~December 31, 2014~~] March 31, 2015 unless extended by a written supplemental agreement duly executed by the parties prior to the date of termination, as provided in Article XXVII - Supplemental Agreements, or otherwise terminated as provided by Article XIV - Termination. Any work performed or costs incurred after the date of termination shall be ineligible for reimbursement.

**Paragraph 2:** 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

CoPLAN LLC.

\_\_\_\_\_  
Raul G. Salinas  
Chairman, MPO Policy Committee  
Date: \_\_\_\_\_

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



## Vanessa Guerra

---

**From:** Steve Taylor [cooper1steve@yahoo.com]  
**Sent:** Monday, November 10, 2014 9:20 AM  
**To:** Vanessa Guerra  
**Cc:** Nathan R. Bratton  
**Subject:** Re: Laredo Travel Demand Model  
**Attachments:** 2013 Laredo Amendment 2 Schedule 100314.xlsx

Vanessa,

Attached is the updated schedule reflecting the sequence of milestone meetings with Tech and Policy starting in January and monthly till March.

As you mentioned, it may be beneficial to have the amendment show an extension into May just in case any of the meetings don't have the necessary attendance to act on the report.

\* With the delivery of the travel demand model from the state made on October 2, 2014, an extension is necessary to allow time for processing of such data, calculation of performance measures, meeting with committees, fieldwork for case studies, determination of mitigation at selected locations, and preparation of draft and final reports. An extension of current contract from December 31, 2014 to March 31, 2015 is required to complete project.

Let me know if you need anything else.

Steve

On Friday, November 7, 2014 4:22 PM, Steve <cooper1steve@yahoo.com> wrote:

That's all correct Vanessa. Sorry I was not clear in laying out the proposed timeline. I will update things and get them to you over the weekend.

Sorry for any typos after typing with my thumbs.

On Nov 7, 2014, at 4:17 PM, Vanessa Guerra <[vguerra@ci.laredo.tx.us](mailto:vguerra@ci.laredo.tx.us)> wrote:

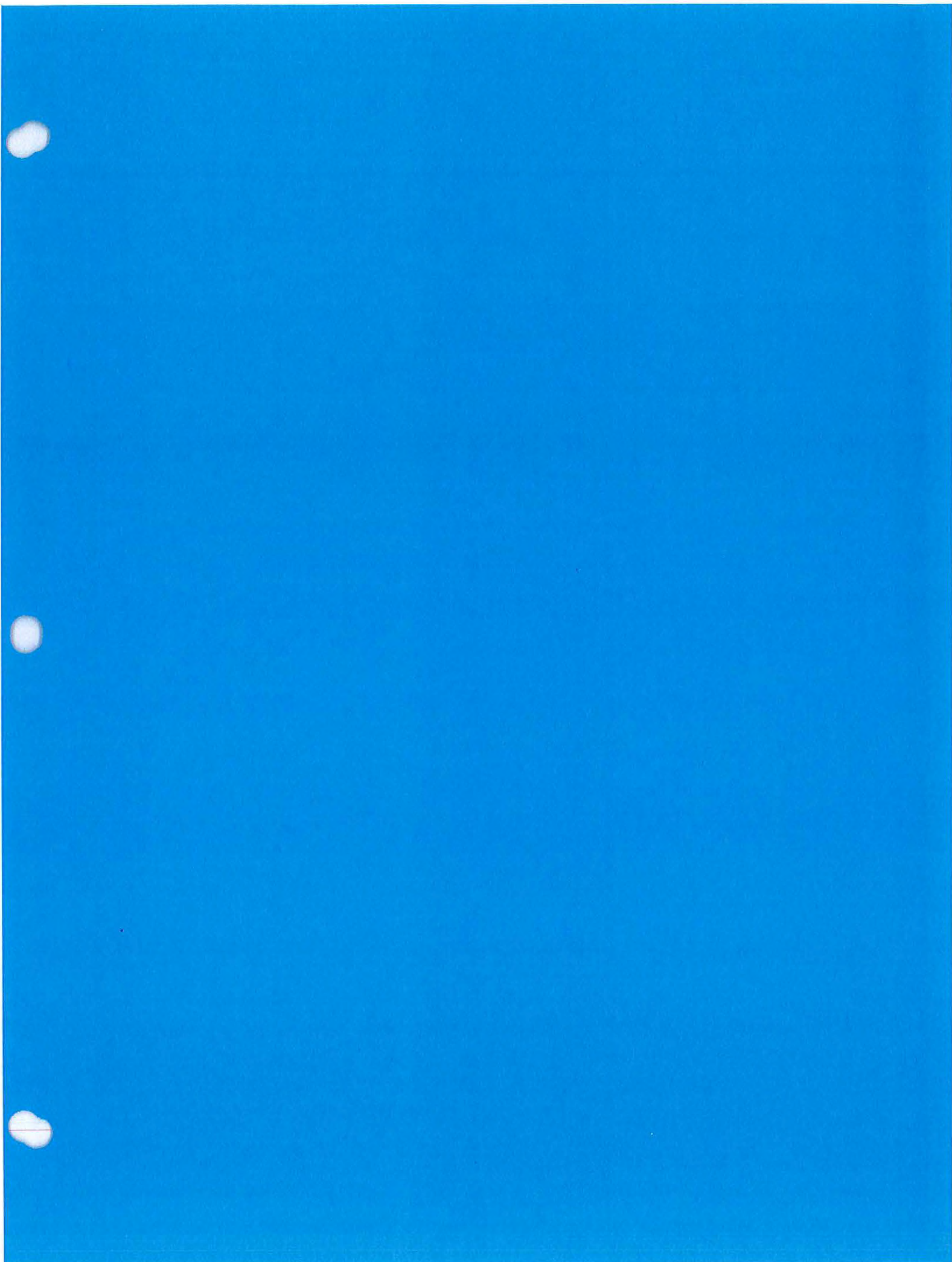
If I understand you correctly,

January – presentation to Tech and selection of 8 locations  
Feb – presentation to Tech on draft  
March – final presentation to Tech and Policy

If that is the case, send items requested yesterday. V.

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**From:** Steve [<mailto:cooper1steve@yahoo.com>]  
**Sent:** Thursday, November 06, 2014 4:52 PM  
**To:** Vanessa Guerra  
**Cc:** Nathan R. Bratton  
**Subject:** Re: Laredo Travel Demand Model





# **Contract Amendment 1**

Amendment 1  
To The Contract Between  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
And  
CoPLAN LLC

The original contract, dated August 20<sup>th</sup>, 2013, by and between the Laredo Urban Transportation Study, Metropolitan Planning Organization, and CoPLAN LLC is hereby amended in the following respects:

**Paragraph 1:** *Article I – CONTRACT PERIOD-First paragraph - 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~~ December 31, 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:** *ARTICLE III – COMPENSATION – First paragraph is amended to read as follows:*

The L.U.T.S. shall pay up to ~~\$126,135.29~~ \$142,564.76 as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the L.U.T.S., the amount may be revised only by written agreement of the parties.

**Paragraph 3:** ATTACHMENT A- SCOPE OF SERVICES- will be amended in order to add services listed on ATTACHMENT A-1 which is attached hereto and part a part of for all purposes. (see attachment "A" -1)

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

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

Laredo Urban Transportation Study  
Metropolitan Planning Organization

CoPLAN LLC.



Raul G. Salinas

Chairman, MPO Policy Committee

Date: 05/29/14



By: Steve Taylor

Title: Partner

Date: 6/4/14

**ATTACHMENT "A-1"**  
**SCOPE OF SERVICES**

**PROJECT PARAMETERS**

The following assumptions pertain to the provision of Basic Services:

- A. The PROJECT will consist of the following activities, as requested by the Laredo Urban Transportation Study:

**Task 7.0 Congestion Management Process Data Collection (Fall 2013):**

**1.1 Volume Based Performance Measure**

- B. PROJECT is located within Webb County, Texas
- C. Final deliverable, including presentations to the Technical Advisory Committee and Policy, will be completed by the end of March.
- D. Items not directly described within this scope (i.e. tasks, additional copies or report, etc.) will be considered additional services and will require an agreement on scope and fee between the LUTS and CoPLAN, LLC prior to work being completed.

**TASK 7:0 Congestion Management Process Data Collection – Fall 2013**

**1.1 Volume Based Performance Measure**

- LUTS will provide current model network in shapefile format containing ADT volumes
- CoPLAN will conflate the model volumes and apply to respective intersection segments within the CMP linear reference system. Many of the segments will not have a direct equivalent segment. Those will require a weighted average calculation between 2 or more multiple segments.
- A new performance measure will be developed that applies the volume to the delay from the peak period travel time runs
- The resulting volume weighted performance measure will be ranked and a Top 20 list developed
- A combined performance measure is envisioned that will reflect the results of both the raw CI and the volume weighted delay result

2013 LAREDO ROADWAY CONGESTION MONITORING AND ANALYSIS PROGRAM

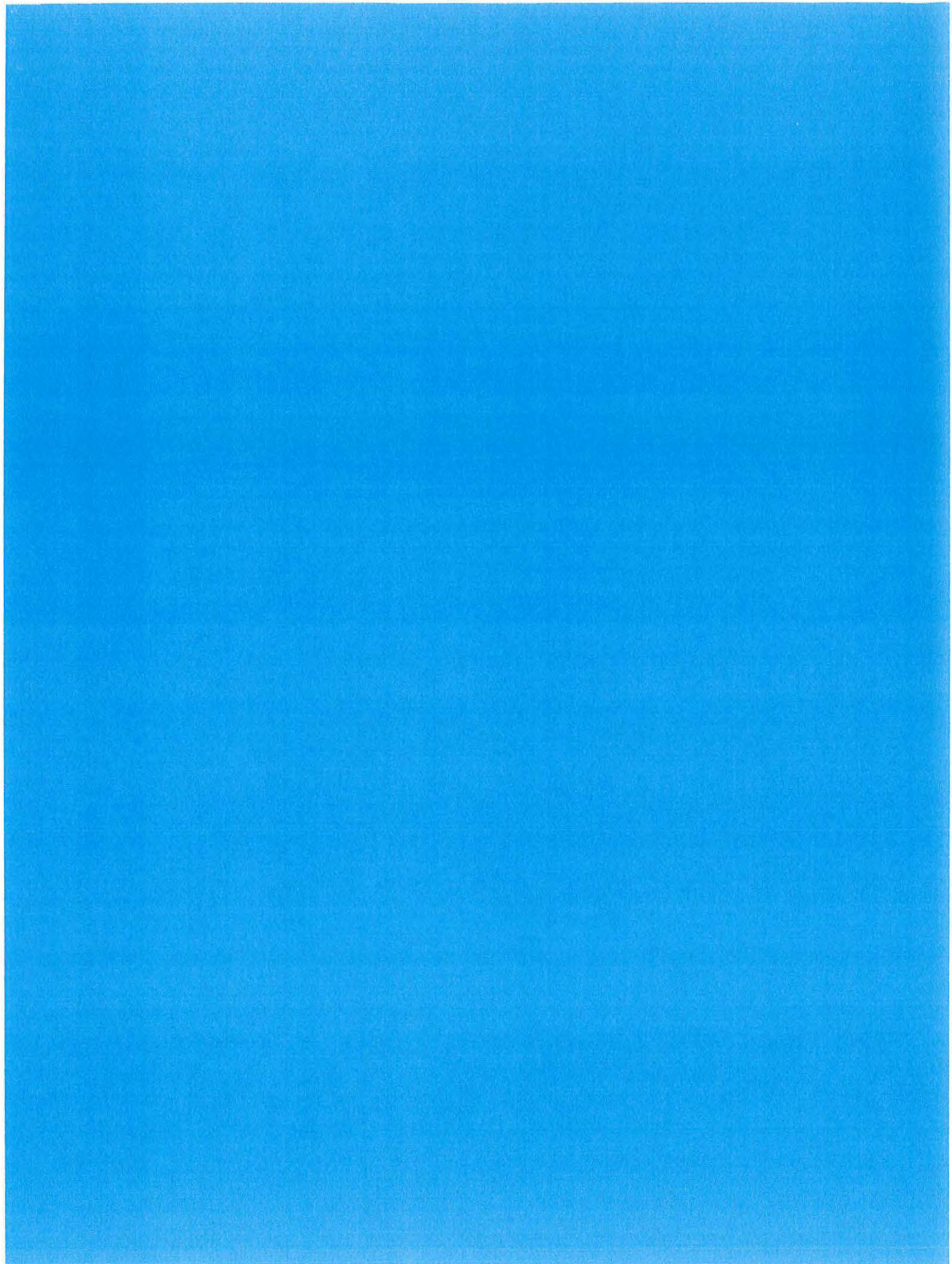
(Updated with Additional Services Task 7)

Personnel	Sr. Project Manager	Task Manager	Project Controls	GIS Programming	GIS Specialist	Traffic Engineer	Data Collection	Mileage	Expenses	Task Hours	Task Budget
<i>Task</i>											
Laredo Congestion Management Process (CMP)											
Task 1 - CMP Policy Development and Network Definition	33									33	\$7,246.00
Roundtrip Airfare (\$300 each)									\$600		
Car Rental (\$60/day)									\$120		
Per Diem (\$36/day per person)									\$72		
Hotel (\$92/night/room)									\$184		
Task 2 - Data Collection - Mapping/Travel Time Runs	40	80	12	40	92	52	100	6,000	\$100	416	\$60,289.96
Roundtrip Airfare (\$300 each)									\$1,200		
Car Rental (\$60/day) - 5 days for mapping + travel time runs									\$1,200		
Car Rental Gas - Mapping									\$1,200		
Per Diem (\$36/day per person)									\$1,440		
Hotel (\$92/night/room)									\$3,680		
GRAM Expenses									\$2,753		
Task 3 - Data Analysis	24	8	3	32		10				77	\$11,976.44
Task 4 - Report and Database	20	40	2	6	20	6			\$188.20	94	\$14,018.30
Task 5 - Instruction and Presentations (3 presentations)	40									40	\$9,352.00
Roundtrip Airfare (\$300 each)									\$900		
Car Rental (\$60/day)									\$360		
Per Diem (\$36/day per person)									\$216		
Hotel (\$92/night/room)									\$276		
Task 6 - Additional Data Requirements (Traffic Counts & Intersection Ops)	20	32							\$1,600	52	\$13,584.00
Roundtrip Airfare (\$300 each)									\$600		
Car Rental (\$60/day)									\$120		
Per Diem (\$36/day per person)									\$1,008		
Hotel (\$92/night/room)									\$1,656		
Fee (12% on PM Effort) - Base Scope											\$6,915.60
Task 7 - Additional Services - Volume Delay Performance Measure	20	60		24							\$16,429.47
Total Hours	197	220	17	102	112	68	100	6000		712	
Rate	\$190.00	\$150.00	\$155.74	\$151.23	\$113.26	\$90.99	\$55.00	\$0.550			
Fee (12% on PM Effort) - Base Scope	\$4,035.60	\$2,880.00									
Staff Effort	\$41,465.60	\$35,880.00	\$2,647.66	\$15,425.24	\$12,685.65	\$6,187.41	\$5,500.00	\$3,300.00	\$19,473.20	Budget	\$142,564.76



**ACTION ITEM**

<b>DATE:</b>  5-19-14	<b>SUBJECT: Motion(s)</b> Authorizing the execution of Amendment #1 of the contract with CoPLAN LLC for professional services related to the development of the Congestion Management Plan in order to: <ul style="list-style-type: none"> <li>• Add volume based performance measurement to the collected delay data from peak period travel time runs in order to develop a volume weighted listing of top 20 congested locations.</li> <li>• Increase the contract fee by \$16,429.47 from \$126,135.29 to \$142,564.76 for additional work.</li> <li>• Extend contract completion date to December 31, 2014.</li> </ul>		
<b>INITIATED BY:</b> Staff		<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning	
<b>PREVIOUS COMMITTEE ACTION:</b> On June 17 <sup>th</sup> , 2013, the Policy Committee approved a Motion accepting the Selection Committee's ranking of the submittals, authorized the selection the consultant and approved Staff entering into negotiations with the selected firm. On August 19, 2013 the Policy Committee approved a Motion authorizing the award and execution of a contract in the amount of \$126,135.29 with CoPLAN LLC for professional services related to the Congestion Management Plan project.			
<b>BACKGROUND:</b> The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO during the 2013-2014 fiscal period. The development the Congestion Management Plan is an objective of the 2013 Unified Planning Work Program, adopted by the MPO in Subtask 5.1.  <u>5.1 Congestion Management Plan- Congestion and Delay Study</u> As a newly designated Transportation Management Area, the Laredo MPO is federally required to develop and implement a Congestion Management Process as an integral part of the metropolitan planning process. Congestion management is the application of strategies to improve transportation system performance and reliability by reducing the adverse impacts of congestion on the movement of people and goods. A Congestion Management Process (CMP) is a systematic and regionally accepted approach for managing congestion that provides accurate, up-to-date information on transportation system performance and assesses alternative strategies for congestion management that meet state and local needs.  <u>Objective:</u> To identify existing congestion levels, evaluate congested locations, and develop recommendations for addressing congestion.  <u>Expected Outcome:</u> Travel time and delay data on the selected network, identification of top 20 most congested locations, and congestion mitigation recommendations for 8 intersections.  <u>Firms that submitted proposals include:</u> <ul style="list-style-type: none"> <li>• CoPLAN LLC</li> <li>• CDM Smith</li> </ul> <u>Selection Committee Recommendation:</u> The Selection Committee recommended the selection of CoPLAN LLC for the performance of the project.			
<b><u>CONTRACT AMENDMENT 1</u></b>			
	ORIGINAL CONTRACT	AMENDMENT 1	TOTAL
FEE	\$126,135.29	16,429.47	142,564.76
MONTHS	5	7	12*
*- Project was suspended for 3 months, therefore total actual time elapsed during project development is estimated at 15 months.			
<b>SCOPE OF WORK</b> - is also amended such that volume based performance measures are added to the collected delay data from peak period travel time runs in order to develop a volume weighted listing of top 20 congested locations.			
<b>FINANCIAL IMPACT:</b> In FY 2014 UPWP allocated 150,000 for this project using federal planning grant (PL112) funds.			
<b>TECHNICAL COMMITTEE RECOMMENDATION:</b> Approval		<b>STAFF RECOMMENDATION:</b> Approval	



ORIGINAL CONTRACT



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 COPLAN LLC., hereinafter called the Consultant, For Professional Services In The Development of THE CONGESTION MANAGEMENT PLAN.

WITNESSETH

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

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

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

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

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

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

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

WHEREAS, the Congestion Management Plan is approved in the current Unified Planning Work Program pursuant to the requirements of Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP 21); and,

WHEREAS, CoPLAN LLC. ("Consultant") is a professional corporation, incorporated in Texas whose local place of business is 5508 Sandalwood, McKinney, TX 75070; and,

WHEREAS, the Consultant was found to be the best qualified to perform the services requested under the Request for Proposal for the development of the Congestion Management Plan for the Laredo metropolitan area;

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

#### ARTICLE I- CONTRACT PERIOD

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

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

#### ARTICLE III- 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 \$ 126,135.29 as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the L.U.T.S., the amount may be revised only by written agreement of the parties.

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

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

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

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

### ARTICLE IV- CONTRACT AMENDMENTS

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

### ARTICLE V- ADDITIONAL WORK

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

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

#### ARTICLE VI- CHANGES IN WORK

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

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

#### ARTICLE VII- INDEMNIFICATION

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

#### ARTICLE VIII- INSPECTION OF WORK

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

#### ARTICLE IX- DISPUTES

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

#### ARTICLE X- NONCOLLUSION

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

#### ARTICLE XI- REPORTING

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

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

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

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

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

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

#### BY CERTIFIED MAIL OR HAND DELIVERY

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

Steve Taylor  
CoPLAN, LLC  
5508 Sandalwood  
McKinney, TX 75070

#### ARTICLE XII- RECORDS

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

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

#### ARTICLE XIII- SUBCONTRACTS

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

#### ARTICLE XIV- TERMINATION

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

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

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

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

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

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

#### ARTICLE XV- REMEDIES

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

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

#### ARTICLE XVI- COMPLIANCE WITH LAWS

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

#### ARTICLE XVII- SUCCESSORS AND ASSIGNS

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

#### ARTICLE XVIII- OWNERSHIP OF DOCUMENTS

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

#### ARTICLE XIX- SIGNATORY WARRANTY

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

#### ARTICLE XX- CONSULTANT RESOURCES

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

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

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

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

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

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

#### **ARTICLE XXII- NONDISCRIMINATION**

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

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

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

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

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



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

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

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

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

#### ARTICLE XXIII- MINORITY BUSINESS ENTERPRISES

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

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

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

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

#### ARTICLE XXIV- DELINQUENT TAX CERTIFICATION

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under

Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the Transportation Planning Director of the L.U.T.S.

#### ARTICLE XXV- NOTICE TO PROCEED

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

#### ARTICLE XXVI- SUSPENSION

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

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

#### ARTICLE XXVII- SUPPLEMENTAL AGREEMENTS

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

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

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

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

#### ARTICLE XXVIII- SUBMISSION OF REPORTS

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

#### ARTICLE XXIX- INSURANCE

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

#### ARTICLE XXX- GRATUITIES

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

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

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

#### ARTICLE XXXII- PATENT AND COPYRIGHT

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

#### ARTICLE XXXIII- SEVERABILITY

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

#### ARTICLE XXXIV- PRIOR CONTRACT SUPERSEDED

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

#### ARTICLE XXXV- FORCE MAJEURE

Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to

prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

ARTICLE XXXVI- APPLICABLE LAW

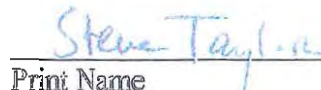
This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are performable in Webb County, Texas.

IN WITNESS WHEREOF, the Laredo Urban Transportation Study acting by and through its Chairman as authorized by the Policy Committee, and CoPLAN, LLC have executed this agreement in duplicate originals, each of equal dignity.

EXECUTED this the 20th day of AUGUST, 2013.

  
Raul G. Galinas Chairman  
Policy Committee

  
Principal-in-Charge  
CoPLAN, LLC

  
Print Name

**ATTACHMENT A**  
**SCOPE OF SERVICES**

LAREDO MPO  
CONGESTION MANAGEMENT PROCESS (CMP)

**SCOPE OF WORK**

The Congestion Management Process (CMP) PROJECT will consist of the following activities, as requested by the MPO:

**Congestion Management Process Report (Fall 2013):**

- Task 1 – CMP Policy Development and Network Definition
- Task 2 – Data Collection
- Task 3 – Data Analysis
- Task 4 – Report and Database
- Task 5 – Instruction and Presentations
- Task 6 – Additional Data Requirements

- Notice to Proceed is expected to be received on or before August 26, 2013
- Field travel times will be completed by Thursday November 15, 2013.
- Draft Report will be submitted to the MPO for review by December 6, 2013
- Committee and Public Meetings to discuss preliminary results are planned for the month of December 2013.
- Final deliverable, including a presentation to the MPO Policy Committee, will be completed by January 31, 2014.
- Travel Time runs will be limited to 300 centerline miles of roadway for the Fall 2013 Study.

**Task 1: CMP Policy Development and Network Definition**

- Travel time and delay studies as described in Task 2 are one component of a CMP. A well planned CMP not only evaluates the current congestion levels, but looks in the past to evaluate the benefits of previous projects and into the future to review priorities, anticipated conditions and planned improvements. Prior to beginning the Task 2, a general structure of the complete CMP should be discussed and developed with the Advisory Committee. This will help guide not only the methodology for the data collection, but the performance measures that are evaluated.
- The eight (8) components of an integrated CMP as defined by FHWA are:
  1. Develop Regional Objectives
  2. Define CMP Network
  3. Develop Multimodal Performance Measures
  4. Collect Data / Monitor System Performance
  5. Analyze Congestion Problems and Needs
  6. Identify and Assess Strategies
  7. Program and Implement Strategies
  8. Evaluate Strategy Effectiveness

- CoPLAN will work with the MPO to develop the data collection survey design and schedule. The survey design will include the following information:
  - Objectives of CMP
  - Detailed procedures for data collection
  - Schedule of Data Collection
  - Safety Plan
  - Performance Measures
  - List of routes included in the study and explanation of how they were chosen
  - List of the route segments defining their endpoints and lengths
  - Definition of terms
  - Description of the floating car method
  - Number of runs for each segment
  - Time periods for runs
  - Explanation of run start times
  - Procedures for handling construction, weather, and incidents
  - Training of data collectors
  - Procedures for quality control
  
- CoPLAN will meet with the MPO immediately after notice to proceed to begin refinement of the survey design. These meetings will include time with the Advisory Committee to finalize CMP methodology, congestion thresholds, and study routes.
  
- Selection of roadways is based on MPO and committee recommendations. A roadway list is attached in the Appendix for the Fall 2013 analysis. Any changes to the roadway list must be in writing and CoPLAN and the MPO must agree to the changes.
  
- Items not directly described within this scope (i.e. tasks, additional copies or report, etc.) will be considered additional services and will require an agreement on scope and fee between the MPO and CoPLAN prior to work being completed.

## Task 2: Data Collection

- The MPO will provide a letter to be carried by members of the CoPLAN team while in the field that includes documentation about the project and client contact details.
  
- CoPLAN will work with the MPO to notify local agencies of planned field work. Those being notified will include:
  - City of Laredo Traffic Division
  - City Manager of Laredo
  - Laredo transit
  
- CoPLAN will also inquire with each of the representatives of those contacted about relevant data for the CMP which may include:
  - Traffic Counts,
  - Know problem areas,
  - Planned projects,
  - Planned developments, and
  - Recent / planned signal enhancements.
  
- After the meeting, each roadway segment will be driven and applicable elements mapped using GPS units with real time differential correction. This mapping

information is then used to establish the linear reference segments for later association with the travel time GPS data.

- Roadway construction and any atypical roadway conditions should be noted during the mapping task. Any adjustments to the routes or limits will be discussed based on the finding and mutually agreed to before travel time runs begin.
- While completing the mapping, roadway attributes will be collected using the GPS equipment and geocoded in the ArcGIS deliverable, as applicable. This includes and is limited to the following elements:
  - Signalized Intersections
  - Stop Sign controlled intersections (with stop on the study corridor)
  - Number of Lanes
  - Median Treatment
  - School zone limits and applicable times.
- CoPLAN will work closely with the MPO to incorporate elements provided by the MPO from existing model network, as available, into the linear reference system. These elements may include:
  - jurisdiction / city limits,
- Travel time data will be collected on roadways and limits identified in the Appendix for a total of:
  - 300 centerline miles of arterials, surface streets, and freeways
- CoPLAN will collect two-way AM and PM peak travel time data on the roadways using the following guidelines:
  - Travel Time runs will be limited to 300 centerline miles of roadway for the Fall 2013 Study.
  - 3 travel time runs will be performed in each direction on each roadway during the AM and PM period (AM and PM runs total 300 centerline miles).
  - For the purpose of this project, the AM peak is defined as 7:00 to 9:00 a.m. and the PM peak is defined as 4:00 to 6:00 p.m.
  - Data should be collected Monday PM, Tuesday through Thursday AM and PM, and Friday AM
  - Data should be collected while school is in session for the local school district in which the roadway is located
  - Data should not be collected during the day before or after any national holiday



### Task 3: Data Analysis

#### Summary of Travel Times and Respective Congestion Indices

- Calculate the travel times for each segment of the selected roadways (a segment is defined as a link between a signal and/or stop sign on the subject roadway)
- The data collected will be used to calculate average travel time, average travel speed, and delay on each segment.
- Calculate the segment congestion index (average segment speed divided by weighted average posted speed limit for the segment)
- The thresholds of the various categories will be defined by the Advisory Committee prior to completion of the travel time data collection. Other methods of determining congestion may supplement the congestion index.
- Depending on guidance from the Advisory Committee, evaluation of the segment congestion index may be based on the following thresholds:
  - < 0.75 categorized as Congested
  - 0.75 – 0.99 categorized as Stable Flow
  - 1.00 + categorized as Free Flow

#### Ranking of congested corridors

- Roadway segments will be ranked in order of congestion index. As detailed above, the lower the index value, the worse the congestion.

#### Recommendations for improvements for congested segments

- Prepare recommendations for improvements for those roadway segments identified as congested.

### Task 4: Reports and Database

CoPLAN is expected to submit monthly progress reports, a draft report of findings, a final report of findings, and an ArcGIS database of the data analysis.

- CoPLAN should expect to submit monthly status reports by e-mail to the MPO project manager. The reports shall describe significant achievements and problems which have potential effect on schedule or costs. They should be sufficiently detailed to assure that directives are in compliance with established scope.
- The draft report will include the survey design, a description of any changes or additions during the data collection process, and the following graphics using the GIS mapping:
  - Roadway Attributes
  - Average Intersection approach delay
  - Average Travel speed by time period
  - Average Congestion Index on each segment
  - Evaluation of Transit Accessibility
- After data collection and analysis are complete for the project, CoPLAN will submit twenty (20) copies of the preliminary draft report and thirty-five (35) copies of the final report along with a combined digital PDF. The reports will summarize the study's findings and conclusions. The reports must include:
  - table of contents

- executive summary
  - description of study methodology and procedure
  - detailed description and examples of the calculations used in processing the travel time runs into the ArcGIS database
  - narrative description of all findings
  - list of the top 20 most congested segments for AM and PM peaks
  - summary of analyses
- CoPLAN will provide the MPO with an ArcGIS database containing the data and analysis. The data analysis will be based on the MPO's CMP network which is in TransCAD format.
- The following deliverables are planned before completion of the project:
    - Two (2) reproducible copies of preliminary draft
    - Thirty (20) bound copies of the preliminary draft
    - one electronic copy of the preliminary draft in the Microsoft Word or PDF
    - Two (2) reproducible copies of final report
    - Thirty-five (20) bound copies of the final report
    - one electronic copy of the final report in the Microsoft Word or PDF
    - one electronic copy of data and analyses, compatible with ESRI Geodatabase format

#### Task 5: Instruction and Presentations

- CoPLAN will hold a half-day training session for the MPO staff and invited member agency staff on the ArcGIS database. Instruction will also be required on the detailed description and examples of the calculations used in processing the travel time runs into the ArcGIS database.
- CoPLAN will conduct one (1) public meeting, one (1) presentation on draft results to the Advisory Committee, and one (1) presentation of final results to the Policy Committee.
- CoPLAN will make presentation of preliminary and final report to the MPO Advisory and Policy Committees.
  - Introduction of CMP to Advisory Committee (included in Task 1): September 2013
  - Advisory Committee Preliminary Results: November 2013
  - Public Meeting: December 2013
  - Advisory Committee Final Results: January 2014
  - Policy Committee: January 2014

#### Task 6: Additional Data Requirements

- CoPLAN will collect turning movement counts for up to eight (8) intersections (AM and PM peak periods) to be used in the following Synchro model. The intersections will be determined following the completion of the travel time analysis.
- In addition to identifying opportunities to reduce congestion for those segments found to be congested, CoPLAN will develop an in-depth Synchro model for up to eight (8) intersections (isolated or part of a corridor) for both time periods. These intersections or corridor will most likely be represented in the Top 20 most congested segments. Within Synchro, elements such as intersection geometric modifications and timing sequences can be adjusted to simulate those improvements in the field prior to

implementation. Typically, the improvement alternatives coded in Synchro will represent all ranges of improvements, including signal timing (short term), intersection improvements (mid-term), and the addition of through-lane capacity (long range), as warranted.

- CoPLAN will assist the MPO in assessing methods used to collect travel time data to determine whether the reliability of the congestion data can be improved by using private sector traffic information systems. CoPLAN will also assist the MPO in determining the best approach to integrate this data into the congestion management program and provide a step by step guide for integration into the process.

**LIST OF ROADS AND LIMITS**

**MAP OF ROADS AND LIMITS**

Attachment  
B

COMPENSATION

The included scope will be completed for a not-to-exceed \$126,135.29 for all fees and expenses as detailed in the following tables.

2013 LAREDO ROADWAY CONGESTION MONITORING AND ANALYSIS PROGRAM

Personnel	Sr. Project Manager	Task Manager	Project Controls	GIS Programming	GIS Specialist	Traffic Engineer	Data Collection	Mileage	Expenses	Task Hours	Task Budget
<i>Task</i>											
Laredo Congestion Management Process (CMP)											
Task 1 - CMP Policy Development and Network Definition	32									32	\$7,056.00
Roundtrip Airfare (\$300 each)									\$600		
Car Rental (\$60/day)									\$120		
Per Diem (\$36/day per person)									\$72		
Hotel (\$92/night/room)									\$184		
Task 2 - Data Collection - Mapping/Travel Time Runs	40	80	12	40	92	52	110	6,000	\$100	426	\$60,839.96
Roundtrip Airfare (\$300 each)									\$1,200		
Car Rental (\$60/day) - 5 days for mapping + travel time runs									\$1,200		
Car Rental Gas - Mapping									\$1,200		
Per Diem (\$36/day per person)									\$1,440		
Hotel (\$92/night/room)									\$3,680		
GRAM Expenses									\$2,224		
Task 3 - Data Analysis	24	8	3	32		10				77	\$11,976.44
Task 4 - Report and Database	20	40	2	6	20	6				96	\$13,830.10
Task 5 - Instruction and Presentations (3 presentations)	40									40	\$9,352.00
Roundtrip Airfare (\$300 each)									\$900		
Car Rental (\$60/day)									\$360		
Per Diem (\$36/day per person)									\$216		
Hotel (\$92/night/room)									\$276		
Task 6 - Additional Data Requirements (Traffic Counts & Intersection Ops)	20	32					36			88	\$13,964.00
Roundtrip Airfare (\$300 each)									\$600		
Car Rental (\$60/day)									\$120		
Per Diem (\$36/day per person)									\$1,008		
Hotel (\$92/night/room)									\$1,656		
Fee (12% on PM Effort)											\$6,892.80
Total Hours	176	160	17	78	112	68	146	6000		757	
Rate	\$190.00	\$150.00	\$155.74	\$151.23	\$113.26	\$90.99	\$55.00	\$0.550			
Fee (12% on PM Effort)	\$4,012.80	\$2,880.00									
Staff Effort	\$37,452.80	\$26,880.00	\$2,647.66	\$11,795.77	\$12,685.65	\$6,187.41	\$8,030.00	\$3,300.00	\$17,156.00	Budget	\$126,135.29



**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b>  11/17/14	<b>SUBJECT: MOTION</b> Mayor Pete Saenz, in his capacity as the presiding officer of the Laredo Mass Transit Board, will appoint a member of the Laredo Mass Transit Board as a member of the Metropolitan Planning Organization's Policy Committee.
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning
<b>PREVIOUS ACTION:</b> On June 9 <sup>th</sup> , 1994, the MPO Policy Committee adopted the LUTS Bylaws which were subsequently amended on July 23, 1997, July 21, 2007, June 14, 2012 and on August 13, 2013.	
<b>Background:</b>  The <b>Moving Ahead for Progress in the 21st Century Act (MAP-21)</b> was signed into law on July 6 <sup>th</sup> , 2012 and is the bill that governs and authorizes funding for national federal surface transportation spending. The \$105 billion, two-year bill roughly maintains total funding from the previous authorization, and includes a number of reforms.  Sections 1201 and 20005 of MAP -21 require that <b><u>no later than October 1, 2014 there be representation by providers of public transportation in each metropolitan planning organization (MPO) that serves a transportation management area (TMA).</u></b> [23 U.S.C. 134 (d)(2)(B) and 49 U.S.C. (d) (2)(B)]	



**ACTION ITEM**

<b>DATE:</b>  11/17/14	<b>SUBJECT:</b> Motion(s) Authorizing the execution of Amendment 1 of the contract with CDM Smith for the development of the 2015-2040 Laredo Metropolitan Transportation Plan (MTP) in order to extend the contract completion date to February 28, 2015.														
<b>INITIATED BY:</b> Staff		<b>STAFF SOURCE:</b> Nathan Bratton, Director of Planning													
<b>PREVIOUS ACTION:</b> On June 17 <sup>th</sup> , 2013, the Policy Committee approved a Motion accepting the Selection Committee's ranking of the submittals, authorized the selection the consultant and approved Staff entering into negotiations with the selected firm. On 8-19-13 the Policy Committee approved a Motion authorizing the award and execution of a in the amount of \$249,932.45 to CDM Smith for the development of the 2015-2040 Laredo Metropolitan Transportation Plan (MTP).															
<b>BACKGROUND:</b> The Unified Planning Work Program (UPWP) describes and schedules work to be undertaken by the MPO. The development of the 2015-2040 Laredo Metropolitan Transportation Plan is an objective of the 2014 Unified Planning Work Program, adopted by the MPO in Subtask 4.2.  <u>4.2 2015-2040 Laredo Metropolitan Plan (MTP)</u> The project is intended to update the existing MTP to conform to state and federal requirements. Objective of the project include the analysis, evaluation and/or development of: <ul style="list-style-type: none"> <li>• The existing transportation system,</li> <li>• The existing public transportation system,</li> <li>• Environmental conditions,</li> <li>• Future transportation needs, and</li> <li>• A financially constrained implementation plan.</li> </ul> <u>Firms that submitted proposals include:</u> <ul style="list-style-type: none"> <li>• Alliance Transportation Group</li> <li>• CDM Smith</li> </ul> <u>Selection Committee Recommendation:</u> The Selection Committee recommended the selection of CDM Smith for the performance of the project. <table border="0" style="margin-left: 100px; width: 60%;"> <thead> <tr> <th></th> <th align="center">ORIGINAL CONTRACT</th> <th align="center">AMENDMENT 1</th> <th align="center">TOTAL</th> </tr> </thead> <tbody> <tr> <td>FEE</td> <td align="center">\$249,932.45</td> <td align="center">0.00</td> <td align="center">\$249,932.45</td> </tr> <tr> <td>SCHEDULE</td> <td align="center">16 months</td> <td align="center">2 months</td> <td align="center">18 months</td> </tr> </tbody> </table>					ORIGINAL CONTRACT	AMENDMENT 1	TOTAL	FEE	\$249,932.45	0.00	\$249,932.45	SCHEDULE	16 months	2 months	18 months
	ORIGINAL CONTRACT	AMENDMENT 1	TOTAL												
FEE	\$249,932.45	0.00	\$249,932.45												
SCHEDULE	16 months	2 months	18 months												
<b>FINANCIAL IMPACT:</b> The MPO has budgeted \$250,000 for this project using federal planning grant (PL112) funds.															
<b>COMMITTEE RECOMMENDATION:</b> Approval.		<b>STAFF RECOMMENDATION:</b> Staff recommends approval.													

Amendment 1  
To The Contract Between  
Laredo Urban Transportation Study  
Metropolitan Planning Organization  
And  
CDM Smith

The original contract, dated August 20<sup>th</sup>, 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 I – CONTRACT PERIOD-First paragraph - 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 ~~December 31, 2014~~ February 28, 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 amendment(s) 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

CDM Smith

\_\_\_\_\_  
Raul G. Salinas  
Chairman, MPO Policy Committee  
Date: \_\_\_\_\_

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

## Vanessa Guerra

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**From:** Narayanasamy, Madhusudhanan [narayanasamym@cdmsmith.com]  
**Sent:** Wednesday, November 05, 2014 12:08 PM  
**To:** Vanessa Guerra  
**Cc:** Nathan R. Bratton  
**Subject:** RE: contract extension

Vanessa,

CDM Smith agrees to the extension of the Laredo 2040 MTP contract till February 28, 2015 from December 31, 2014 to cover any unforeseen scheduling conflicts that may arise. No additional cost will be associated with this contract extension.

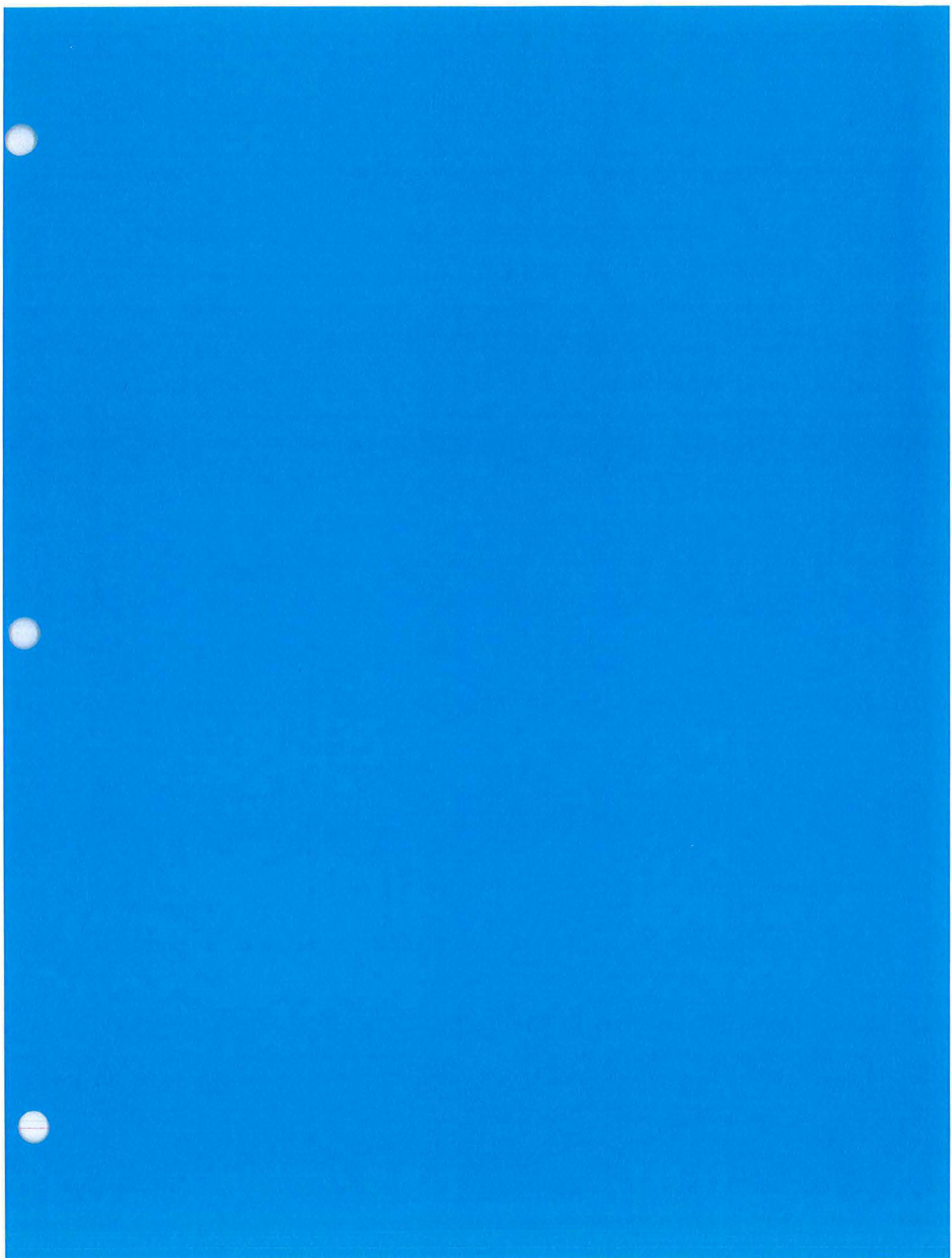
Thanks,

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

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**From:** Vanessa Guerra [mailto:vguerra@ci.laredo.tx.us]  
**Sent:** Tuesday, November 04, 2014 9:53 AM  
**To:** Narayanasamy, Madhusudhanan  
**Cc:** Nathan R. Bratton  
**Subject:** contract extension

Hi Madhu, If we extended the contract to avoid the possible expiration of the contract in the event no quorum was reached at the December meeting, would there be a cost associated with the contract extension? Let me know. Thanks V.



# **Original Contract**

**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 2015-2040 Metropolitan Transportation Plan.**

**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 2015-2040 Metropolitan Transportation Plan for the Laredo Metropolitan Area, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and,

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

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

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

**WHEREAS**, the development of the 2015-2040 Metropolitan Transportation Plan is approved in the 2013 Unified Planning Work Program pursuant to the requirements of Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP 21); and,

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

**WHEREAS**, the Consultant was found to be the best qualified to perform the services requested under the Request for Proposal for the development of the 2015-2040 Metropolitan Transportation Plan 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 December 31, 2014 unless extended by a written supplemental agreement duly executed by the parties prior to the date of termination, as provided in Article XXVII - Supplemental Agreements, or otherwise terminated as provided by Article XIV - Termination. Any work performed or costs incurred after the date of termination shall be ineligible for reimbursement.

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

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

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

#### **ARTICLE III- COMPENSATION**

The L.U.T.S. shall pay up to \$249,932.45 as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the L.U.T.S., the amount may be revised only by written agreement of the parties.

Consultant shall prepare and submit to the Transportation Planning Director of the L.U.T.S. progress reports in sufficient detail to support the progress of the work and in support of

invoice(s) precedent to requesting payment for services rendered. Satisfactory progress of work shall be maintained as a condition of payment.

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

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

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

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

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

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

If Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the Transportation Planning Director of the L.U.T.S. in writing. In the event that the Transportation Planning Director of the L.U.T.S. finds that such work does constitute additional work and will exceed the maximum amount specified in Article III, the L.U.T.S. shall so advise the Consultant and a written supplemental agreement may be executed between the parties as provided in Article XXVII- Supplemental Agreements. Consultant shall not perform any additional work or incur any additional costs prior to the signing, by both parties, of a supplemental agreement. The L.U.T.S. shall not be responsible for the actions of Consultant or any costs incurred by Consultant relating to additional work not directly associated with the performance authorized in this contract, or as amended.

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

If the L.U.T.S. finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, Consultant shall make such revisions if requested and as directed by the



Transportation Planning Director of the L.U.T.S. This will be considered additional work and paid for as specified in Article V - Additional Work.

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

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

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

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

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

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

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

#### **ARTICLE X- NONCOLLUSION**

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

#### **ARTICLE XI- REPORTING**

Consultant shall from time to time during the progress of the work, confer with the L.U.T.S. Consultant shall prepare and present such information as may be pertinent and necessary, or as

may be requested by the Transportation Planning Director of the L.U.T.S., in order to evaluate the features of the work.

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

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

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

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

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

**BY CERTIFIED MAIL OR HAND DELIVERY**

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

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1777 N.E. Loop 410, Suite 500..  
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**ARTICLE XII- RECORDS**

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

**ARTICLE XIII- SUBCONTRACTS**

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

Planning Director of the L.U.T.S. prior to work being performed under the subcontract. No subcontract relieves Consultant of responsibilities for performance under this contract.

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

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

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

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

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

The termination of this contract and the payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the L.U.T.S. and Consultant, except the obligations set forth in Article XVI - Compliance With Laws of this agreement. If the termination of this contract is due to the failure of Consultant to fulfill its contract obligations, the L.U.T.S. staff may complete the work. In such case, Consultant shall be liable for any additional cost occasioned by such failure.

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

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

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

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

Consultant shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and orders and decrees of any court or administrative body or tribunal in any manner affecting the performance of this contract, including without limitation,

worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Consultant shall furnish in writing satisfactory proof of its compliance therewith.

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

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

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

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

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

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

#### **ARTICLE XX- CONSULTANT RESOURCES**

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

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

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

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

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

## **ARTICLE XXII- NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE XXVI- SUSPENSION**

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

Contract Period is not affected and the contract will terminate on the date specified unless the contract is amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXXIII- SEVERABILITY**

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

**ARTICLE XXXIV- PRIOR CONTRACT SUPERSEDED**

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

**ARTICLE XXXV- FORCE MAJEURE**

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

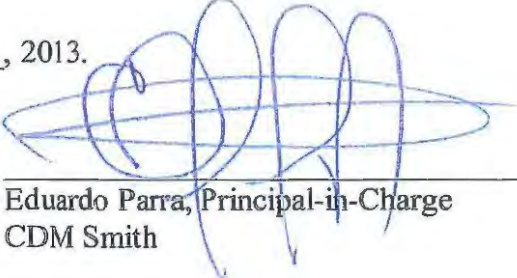
**ARTICLE XXXVI- APPLICABLE LAW**

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

IN WITNESS WHEREOF, the Laredo Urban Transportation Study acting by and through its Chairman as authorized by the Policy Committee, and CDM Smith have executed this agreement in duplicate originals, each of equal dignity.

EXECUTED this the 20 day of AUGUST, 2013.

  
\_\_\_\_\_  
Raul G. Salinas, Chairman  
Policy Committee

  
\_\_\_\_\_  
Eduardo Parra, Principal-in-Charge  
CDM Smith



**LAREDO METROPOLITAN PLANNING ORGANIZATION  
2040 METROPOLITAN TRANSPORTATION PLAN UPDATE  
SCOPE OF SERVICES, SCHEDULE, AND BUDGET**

**SCOPE OF SERVICES**

**Task 1 - Project Management**

The management of project activities will ensure the efficient and timely delivery of study results that are of quality and of practical use by the participating agencies. Three objectives for the project management program are cost control, schedule control and quality control. Task 1 includes the following subtasks:

**Task 1.1: Project Kickoff Meeting**

CONSULTANT will conduct one project kickoff work session with the MPO staff and MPO Technical Committee at the commencement of the project to provide an opportunity to:

- Identify goals, strategies, and objectives;
- Review and refine the project schedule;
- Define the study area limits;
- Identify key stakeholders for input;
- Begin the data collection process and
- Identify critical problems and issues affecting transportation in the region.

**Task 1.2: Project Administration Activities**

CONSULTANT prepare monthly progress reports that will document activities performed during the subject month as well as those anticipated in the upcoming month. In addition, CONSULTANT will prepare and submit invoices for the services rendered on a monthly basis, following the MPO's invoice and billing requirements. The CONSULTANT will also maintain key project management documents that will assist us in completing the Metropolitan Transportation Plan (MTP) project. First, a detailed *work schedule* will be maintained that will allow for the implementation of study activities while maintaining adequate opportunity for agency comment and review. The schedule will identify dates for key project milestones, meetings, and project deliverables. Second, CONSULTANT will maintain a list of *key contacts* and a *data needs checklist*.

**Task 1.3: MPO Staff Meetings**

CONSULTANT will hold project meetings and/or teleconferences with MPO staff on a monthly basis to ensure that the project is proceeding satisfactorily, and for necessary guidance and feedback. These meetings will occur either at the MPO offices when CONSULTANT is in town for other meetings or project work or via teleconference, otherwise.

**Task 1: Deliverables:**

- Project Kickoff Meeting;
- Monthly Project Meetings;
- Monthly Progress Reports (in electronic format)
- Monthly Invoices (in hard copy format)

**Task 2: Review of Currently Endorsed MTP**

CONSULTANT will review how the currently endorsed MTP (i.e., the 2009 update, with 2012 amendments) conforms to applicable state and federal regulations. For this task, CONSULTANT will use its MAP-21 planning analysis document, which essentially is a checklist to determine whether a given MTP and its supporting transportation planning processes are in compliance with the federal transportation planning regulations outlined in *23 CFR Part 450, Subpart C – Metropolitan Transportation Planning and Programming, Scope of the metropolitan planning process*. CONSULTANT will use this checklist, along with FHWA’s Texas Division Office’s checklist and other state or federal documents that may assist in this analysis.

CONSULTANT will review the current plan in terms of the eight planning factors mandated in MAP-21, 23 U.S.C. 134(h)(1) and the U.S.DOT’s Metropolitan Transportation Planning Final Rule, 23 CFR, Subpart C, §450.306. In addition, CONSULTANT will review the current plan in relationship to the required contents of all updated plans as documented in the U.S.DOT’s Metropolitan Transportation Planning Final Rule, 23 CFR, Subpart C, §450.322: *Development and content of the metropolitan transportation plan*.

Based upon our review of how the current MTP addresses these requirements, we will develop a list of issues that will be addressed in the 2014 update of the MTP. We will hold one meeting (which may be via conference call) to review this list with the MPO staff and the MPO Technical Committee to solicit their input and finalize list of recommendations, which will include specific additions, deletions, and/or elements of the plan that should be significantly revised. The identified list of issues will ultimately be explicitly addressed in the final MTP document.

**Task 2: Deliverables:**

- MTP review meeting
- Technical memorandum documenting elements of current MTP in need of expansion, deletion, and/or revision

**Task 3: Travel Demand Model Results**

This task involves co-ordination with TxDOT to review the travel demand model runs and also post processing the results for years 2008, 2013, and 2040.

**Task 3.1: Post process of travel demand model results**

Results from the TRANSCAD based travel demand model will be provided by TxDOT and MPO. These model runs will be processed to estimate the transportation demand for the Laredo region.

**Task 3.2: Prepare Maps**

Various performance measures such as level-of-service, vehicle miles travelled, and vehicle hours travelled will be calculated and displayed on maps. The final statistics will be presented in a variety of formats including charts, tables, graphs, and maps, as necessary. These statistics will be used in the MTP documentation and for transportation needs analysis under Task 5.2.

**Task 3: Deliverables:**

- Performance Measure maps

**Task 4: Public Participation and Stakeholder Involvement**

This task includes preparation of meeting notices, development of materials, and attendance at public participation activities, in support of the 2040 MTP update.

**Task 4.1: MPO Technical Committee Meetings:**

Up to three (3) meetings will be scheduled with the MPO Technical Committee and the MPO staff to review study progress and to resolve key decision points during the project. These meetings will be scheduled at strategic opportunities to discuss important elements of the study, including the development of preliminary transportation improvement projects, the development of the prioritization of projects and the associated financial implementation plan, and the review of the draft MTP. In addition, in order to ensure participation from all technical committee members, one-on-one interviews will be scheduled as necessary to gather input into the content of the MTP.

**Task 4.2: Public Meeting**

The CONSULTANT will conduct up to three (3) public forums to gather input from the general public. The first during the needs assessment process, the second after the development of alternative projects, and the third to allow public comment on the draft MTP document. CONSULTANT shall be responsible for all notifications (in both English and Spanish) and logistics for these three meetings. These meetings will be in an “open house” format, allowing for attendees to “walk through” various stations related to specific elements of the plan.

**Task 4.3: Other Outreach Activities**

The CONSULTANT will conduct up to four (4) thematic roundtable discussions with key area stakeholders, with the exact topics and audience to be determined by MPO staff. Topics could include: economic and community development, needs of special constituents, transit, bicycle/pedestrian, freight, the environment, safety and security, and management and operations.

**Task 4: Deliverables:**

- Up to three MPO technical Committee Meetings
- Up to three Public Meetings
- Up to four other outreach meetings
- Public outreach tech memo
- Meeting summaries for key project related meetings.

**Task 5: Develop MTP Update Document**

This document will cover a planning horizon out to the year 2040, prioritize a list of short-and long-term improvements that will provide efficient mobility of people and freight, and be guided by input from a variety of stakeholders and the general public. The MTP will include various maps, charts, pictures, and other graphics to enhance its quality, style, and communication. Moreover, the MTP will include the elements specified in U.S. DOT’s Metropolitan Transportation Planning Final Rule, 23 CFR, Subpart C, §450.322, Development and content of the Metropolitan Transportation Plan.

The CONSULTANT shall author all the chapters within the MTP. As draft chapters are completed, they will be forwarded to Laredo MPO staff for review.

### **Task 5.1: Documentation of Existing Conditions**

This task will begin with collecting any additional existing data needed, beyond that collected in Task 3, for the completion of the study. Sources of data are expected to include the MPO, the city of Laredo, Webb County, the Webb County Appraisal District, TxDOT, and other local, regional, and state data providers. Among the data items that will be used in this analysis will be TxDOT's annual on-system and five-year saturation traffic counts, transit ridership statistics, as well as information on the activities at the border crossings and the Laredo International Airport. In addition, the results of any recent external station and/or travel survey will also be brought to bear on this effort. All data will be compiled, to the extent possible, into a project GIS geodatabase.

The result of this data collection and analysis, along with the base year component of the Socioeconomic Data Report developed during Subtask 3.1, will serve as the foundation for the existing conditions section of the MTP. The section will include major roadways, transit services, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connections. The documentation of the existing conditions will be initially provided to the MPO for review in the form of a draft chapter.

#### **Task 5.1: Deliverables:**

- Draft Chapter of Existing Conditions

### **Task 5.2: Transportation Needs Analysis**

Once the existing conditions have been documented, the CONSULTANT will conduct an analysis of current and future demand for transportation. Our needs analysis will follow a three-pronged approach, relying upon analytical, anecdotal, and travel demand model-based information. The CONSULTANT will first examine need through an analysis of data regarding the current operations of the transportation system found within the documentation of existing conditions. This information will likely identify congestion-related problems, safety-related issues, and major reconstruction projects.

We will then take this initial assessment to meetings with MPO staff, the first public meeting, and, potentially, various stakeholder involvement meetings. While it is expected that the needs identified in these venues will be similar those identified during the analytical assessment, there may be instances where the general public identifies other transportation-related deficiencies that need to be addressed.

Lastly, the CONSULTANT will analyze the output from the base and future year travel demand model runs to confirm already suspected and identify other potential needs. CONSULTANT will utilize the results developed under in Task 3 into the MPO's travel demand model to provide a basis for the forecasted future transportation needs of the region. The mobility deficiencies of the E+C networks would be identified through quantification of transportation performance measures, which would provide benchmarks against which the impacts of various transportation improvements can be measured. Special attention will also be paid to border traffic and general freight movement within the region.

**Task 5.2: Deliverables:**

- Draft Chapters by Mode (Roadways, Transit, Freight, Bicycle and Pedestrian) describing transportation needs, including those defined by data analysis, gathering anecdotal information, and analysis of travel demand model results

**Task 5.3: Transportation Recommendations**

**Development of Preliminary Improvements:** After the needs analysis is complete, a set of short-term and long-term transportation improvements to address these deficiencies will be developed. Information that will be utilized for this identification process will include:

- the list of transportation projects in the currently endorsed MTP;
- City of Laredo's Thoroughfare Plan;
- projects identified in other planning documents
- input from entities on the MPO Technical Committee and other local stakeholders;
- the first public meeting for the project, the focus of which will be to solicit input on future transportation improvements;
- the results of the travel demand model's future needs analysis.

In terms of travel demand modeling, the CONSULTANT will add potential transportation improvement projects to the future year travel demand model and analyze the subsequent results in order to identify a set of projects that maximizes the efficiency of the transportation system. In addition, other project evaluation criteria that will be developed in cooperation with the Technical Committee will be used in this analysis including, but not limited to project cost, level of service, readiness, public acceptance, and impacts on safety and land use. Based upon these results, a preliminary list of short-term and long-term transportation projects will be developed and presented at the second public meeting.

**Project Costs:** All projects that are identified will be sufficiently defined in scope in order to develop total cost estimates, which include not only construction costs, but also costs related to engineering, right of way acquisition, and other contingencies. The cost will be developed with primary assistance from TxDOT's Laredo District, the City of Laredo, Webb County, and El Metro. It is assumed that these estimates costs will reflect an assumed rate of inflation for construction costs so that costs are presented in "year of expenditure dollars."

**Efficiency, Safety, and Security:** In addition to the list of the capacity enhancing projects, the CONSULTANT will engage local transportation providers (e.g., TxDOT, Cities of Laredo and Rio Bravo, El Metro, private trucking and rail companies, and border crossing operators) and other relevant stakeholders to identify current and future operational and management strategies to improve the efficiency, safety, and security of the transportation system. Such issues of ITS, HOV, railroad crossing safety, and border crossing security will be discussed. In addition, to the extent possible, TxDOT's Strategic Highway Safety Plan and other emergency relief and disaster preparedness plans will be incorporated into this section.

**System Preservation:** The MTP will also include an assessment of the capital investments and other strategies to preserve the existing and future transportation system. Within the MTP update, how TxDOT, Webb County, the Cities of Laredo and Rio Bravo, and El Metro will maintain

their existing assets will be discussed. Planning documents such as TxDOT's Statewide Preservation Plan will be brought to bear on this issue.

Multimodal Issues: As part of a multi-modal MTP, existing bicycle, pedestrian, transit, and airport facilities will be examined, and opportunities for improving them will be incorporated into the 2040 plan. Improvements to these elements of the transportation system will also be recommended.

Freight and Border Crossing: With Laredo's status as the nation's largest inland port, More than 47 percent of United States international trade headed for Mexico and more than 36 percent of Mexican international trade crosses through the Laredo port of entry. This MTP will examine the needs, issues and provide recommendations for improving the infrastructure. In addition, relevant border crossing data related to pedestrian, automobile, truck and rail freight traffic will be presented and analyzed.

Environmental, Land Use, Environmental Justice, and Other Considerations: In addition to the discussion of transportation-centric issues within the MTP, the CONSULTANT will develop a section of the MTP to address environmental impacts, land use effects, and other socioeconomic factors. Specifically, the CONSULTANT will include a discussion of the potential environmental mitigation activities that are related to select elements of the transportation plan. Only existing environmental resources, such as the EPA's GIS Screening Tool data, readily available from TxDOT's Environmental Affairs Division, will be utilized for this high-level analysis.

As metropolitan planning regulations dictate, during the development of the MTP the CONSULTANT will assist the MPO with consultation with state and local agencies responsible for land use management, natural resources, conservation, and historic preservation. This consultation will ensure that the MTP is consistent, to the extent practical, with the goals of these agencies. Lastly, Environmental Justice issues will be considered so that disproportionately high and adverse effects on minority and low-income populations are avoided, minimized, or mitigated.

Prioritization of Improvements: A systematic and detailed analysis will be performed to quantify and evaluate the various proposed transportation investments and strategies. The analysis will provide a clear, systematic evaluation of each project, in a score-based ranking order. This ranking order will be used to prioritize implementation in the short- and long-term horizons, based on the project evaluation criteria described earlier. The procedures and findings of this analysis will be summarized in a technical memorandum that will be used as the foundation of the Recommendation Section of the final MTP.

Financial Plan: Once the prioritized list of projects, programs, and strategies have been identified, a financial plan will be presented that demonstrates which projects can be covered by all reasonably expected funding sources, thus providing evidence of financial constraint and the ability for the MTP to be implemented within the 25-year planning period.

Since many of the projects and programs will likely be eligible to receive federal and state aid from various highway funding programs and categories administered by TxDOT, the expected

allocations for these funding programs will be fully analyzed, in cooperation with FHWA, FTA, TxDOT, El Metro, the MPO, and the city of Laredo.

**Task 5.3 Deliverables:**

- Draft Chapters with a discussion of transportation planning elements, including a listing of short- and long-term transportation recommendations, their corresponding prioritization, the financial plan, and a discussion of associated environmental concerns

**Task 5.4: Metropolitan Transportation Plan Document**

**Draft MTP Update Document:**CONSULTANT will present the MPO staff and the Technical Committee with electronic copies of a preliminary draft version of the MTP document for their review and comments. After satisfactory incorporation of any comments, CONSULTANT will prepare 25 copies of the draft MTP, to be printed in the Laredo MPO office, which will be the basis for the formal public review process. The CONSULTANT will conduct a final public meeting to solicit final public input on the draft plan. All input received from the meetings will be documented and summarized.

Following receipt of public comments, CONSULTANT will make the necessary revisions to the Plan and provide the MPO with 25 copies of the draft MTP for distribution to the MPO Technical Committee. The CONSULTANT will attend an MPO Technical Committee meeting to discuss the draft report. Based upon comments received, CONSULTANT will revise the document and deliver it to the MPO to ensure that all comments were adequately addressed.

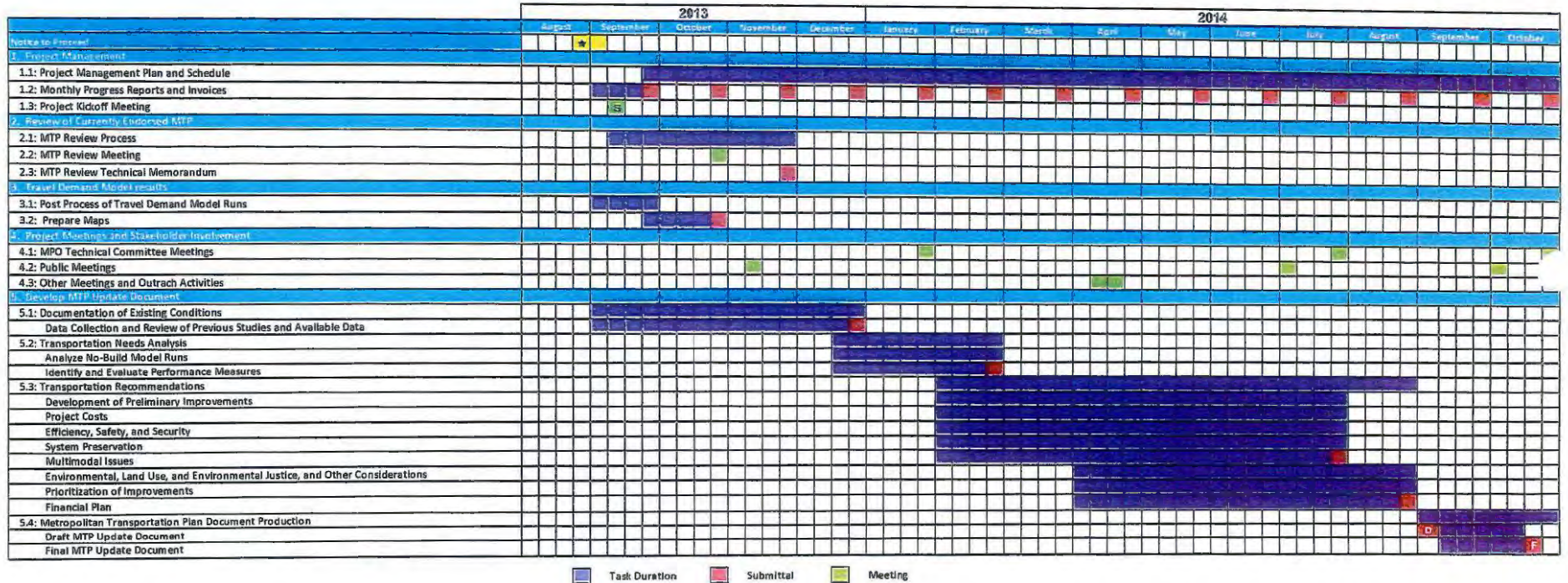
**Final MTP Document:** Following receipt of comments from the MPO Technical Committee, CONSULTANT will make all necessary revisions and provide 40 copies of the final document to the MPO Staff. The CONSULTANT will also make itself available to attend an MPO Policy Committee meeting to present the final report. The CONSULTANT will also deliver electronic copies of the report in Microsoft Word and PDF format as well as all GIS maps, data, and graphics in a format specified by the MPO. The CONSULTANT will develop the final plan in a manner that makes it easy for revisions, should the MPO need to make future amendments to the plan.

**Task 5: Deliverables:**

- Electronic file of Draft final MTP document
- 40 copies of final MTP document, including presentation to MPO Policy Committee
- Electronic files (Final MTP in Word and PDF format, and all GIS data and graphics)

SCHEDULE

Project Schedule



■ Task Duration    ■ Submittal    ■ Meeting



**BUDGET**

Tasks	Total		Total		Total	
	Hours	Labor	Expenses	Cost		
<b>1. Project Management</b>	<b>153</b>	<b>\$ 21,591.28</b>	<b>\$ 1,392.00</b>	<b>\$ 22,983.28</b>		
1.1: Project Management Plan and Schedule	62	\$ 9,181.80	\$ 230.00	\$ 9,411.80		
1.2: Monthly Progress Reports and Invoices	75	\$ 10,242.28	\$ 42.00	\$ 10,284.28		
1.3: Project Kickoff Meeting	16	\$ 2,167.20	\$ 1,120.00	\$ 3,287.20		
<b>2. Review of Currently Endorsed MTP</b>	<b>98</b>	<b>\$ 11,995.20</b>	<b>\$ 1,150.00</b>	<b>\$ 13,145.20</b>		
2.1: MTP Review Process	42	\$ 5,317.20	\$ -	\$ 5,317.20		
2.2: MTP Review Meeting	24	\$ 2,948.40	\$ 1,120.00	\$ 4,068.40		
2.3: MTP Review Technical Memorandum	32	\$ 3,729.60	\$ 30.00	\$ 3,759.60		
<b>3. Travel Demand Model results</b>	<b>16</b>	<b>\$ 2,167.20</b>	<b>\$ -</b>	<b>\$ 2,167.20</b>		
3.1: Post Process of Travel Demand Model Runs	8	\$ 1,083.60	\$ -	\$ 1,083.60		
3.2: Prepare Maps	8	\$ 1,083.60	\$ -	\$ 1,083.60		
<b>4. Project Meetings and Stakeholder Involvement</b>	<b>275</b>	<b>\$ 39,658.27</b>	<b>\$ 15,041.00</b>	<b>\$ 54,699.27</b>		
4.1: MPO Technical Committee Meetings	48	\$ 6,199.20	\$ 3,390.00	\$ 9,589.20		
4.2: Public Meetings	179	\$ 20,999.51	\$ 7,961.00	\$ 28,960.51		
4.3: Other Meetings and Outreach Activities	48	\$ 12,459.56	\$ 3,690.00	\$ 16,149.56		
<b>5. Develop MTP Update Document</b>	<b>1202</b>	<b>\$ 149,879.50</b>	<b>\$ 7,058.00</b>	<b>\$ 156,937.50</b>		
5.1: Documentation of Existing Conditions		\$ -	\$ -	\$ -		
Data Collection and Review of Previous Studies and Available Data	136	\$ 16,682.40	\$ 30.00	\$ 16,712.40		
5.2: Transportation Needs Analysis		\$ -	\$ -	\$ -		
Analyze No-Build Model Runs	100	\$ 12,045.60	\$ -	\$ 12,045.60		
Identify and Evaluate Performance Measures	90	\$ 10,911.60	\$ -	\$ 10,911.60		
5.3: Transportation Recommendations		\$ -	\$ -	\$ -		
Development of Preliminary Improvements	108	\$ 13,960.80	\$ 30.00	\$ 13,990.80		
Project Costs	76	\$ 11,178.70	\$ 30.00	\$ 11,208.70		
Efficiency, Safety, and Security	128	\$ 15,006.60	\$ 30.00	\$ 15,036.60		
System Preservation	72	\$ 8,631.00	\$ 30.00	\$ 8,661.00		
Multimodal Issues	140	\$ 16,468.20	\$ 30.00	\$ 16,498.20		
Environmental, Land Use, and Environmental Justice, and Other Considerations	92	\$ 10,974.60	\$ 30.00	\$ 11,004.60		
Prioritization of Improvements	106	\$ 13,784.40	\$ 30.00	\$ 13,814.40		
Financial Plan	106	\$ 13,784.40	\$ 1,818.00	\$ 15,602.40		
5.4: Metropolitan Transportation Plan Document Production		\$ -	\$ -	\$ -		
Draft MTP Update Document	24	\$ 3,225.60	\$ -	\$ 3,225.60		
Final MTP Update Document	24	\$ 3,225.60	\$ 5,000.00	\$ 8,225.60		
<b>Total Hours</b>	<b>1744</b>	<b>\$ 225,291.45</b>	<b>\$ 24,641.00</b>	<b>\$ 249,932.45</b>		

**LAREDO URBAN TRANSPORTATION STUDY  
ACTION ITEM**

<b>DATE:</b> 11/17/14	<b>SUBJECT: A Motion(s)</b> Receive public testimony and initiate a 20-day public review and comment period for the draft 2015-2040 Laredo Metropolitan Transportation Plan. (Mr. Madhusudhanan Narayanasamy of CDM Smith will give a presentation on the draft document).	
<b>INITIATED BY:</b> Staff		<b>STAFF SOURCE:</b> Nathan Bratton, MPO Director
<b>PREVIOUS ACTION:</b> None.		
<b>BACKGROUND:</b>  Mr. Madhusudhanan Narayanasamy of CDM Smith will give a presentation on the draft 2015 – 2040 MTP.  The development of the 2015-2040 Laredo Metropolitan Transportation Plan is an objective of the 2014 Unified Planning Work Program, adopted by the Laredo Metropolitan Planning Organization. The Laredo Metropolitan Transportation Plan (MTP) is an official, comprehensive, intermodal transportation plan developed and adopted for the metropolitan planning area. 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 plan must address, at a minimum, a continuous twenty-year planning horizon.  The development of the MTP is required under the Moving Ahead for Progress in the 21 <sup>st</sup> Century (MAP 21) to assure the continued influx of federal transportation funds to the area.		
<b>COMMITTEE RECOMMENDATION:</b> The LUTS Technical Committee approved initiating a 20-day public review and comment period.	<b>STAFF RECOMMENDATION:</b> Staff recommends initiating a 20-day public review and comment period.	