

## MPO POLICY COMMITTEE MEETING

www.laredompo.org

Meeting Date & Time: November 16th, 2020 1:30 p.m.

Meeting Location: Virtual

Meeting Link: <a href="http://laredotx.swagit.com/live">http://laredotx.swagit.com/live</a>
Public Access Channel: Spectrum TV channel 1300

In order to adhere to the current public gathering guidelines, this meeting will be held in a virtual meeting format. Citizens wishing to provide public comment may phone in their comments during the meeting, or submit them electronically through means provided (see information below).

#### AGENDA:

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

Citizens interested in providing comments on a particular item are to submit their comments in writing via the "Online Response Form", available in the "Agendas and Minutes" tab of the MPO website located at <a href="http://www.laredompo.org/agendas-minutes/">http://www.laredompo.org/agendas-minutes/</a>. Comments are to be submitted no later than 1:15 p.m. the day of the meeting. During the meeting, a telephone number shall be provided to allow citizens the opportunity to call in to speak on a particular item. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a specific issue, they should select not more than three (3) representatives to speak on their behalf. The presiding officer may further limit public on the interest of order or time. Speakers may not transfer their minutes to any other speaker. Comments should be relevant to MPO business and delivered in a professional manner. No derogatory remarks shall be permitted.

IV. ITEMS REQUIRING POLICY COMMITTEE ACTION:



- A. Approval of the minutes for the virtual meeting held on October 19th, 2020.
- B. Receive public testimony and approve a Motion authorizing the award and execution of a professional services contract in the amount of \$234,698.00 with Stantec Consulting Services, Inc., for the development Laredo Comprehensive Operational Analysis Project (COA), intended to evaluate both the current fixed route and paratransit bus services, and provide recommendations to improve the system's overall service, efficiency, effectiveness, and connectivity.
- C. Receive public testimony and initiate a 10-day public review and comment period, for the following proposed amendment(s) of the MPO By-laws:
  - Article I, Section 1.1, entitled Definitions, shall be amended to include a definition for the Metropolitan Planning Organization Active Transportation Committee; and,
  - 2. Article II, Section 2.3, shall be amended to include subsection (d)1 and 2 intended to identify the responsibilities and the membership of the Active Transportation Committee (ATC).
- D. Discussion with possible action to cancel or reschedule the December 21<sup>st</sup>, 2020, Policy Committee meeting.
- E. Discussion with possible action on Hachar-Reuthinger.
- V. REPORT(S) AND PRESENTATIONS (No action required).
  - A. Status report by the Regional Mobility Authority (RMA).
- VI. ADJOURNMENT



#### **NOTICE INFORMATION:**

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 72 HOURS BEFORE THE MEETING DATE AND TIME.

All meetings of the MPO Committee are open to the public. Persons who plan to attend this meeting and who may need auxiliary aid or services such as: interpreters for persons who are deaf or hearing impaired, readers of large print or Braille, or a translator for the Spanish language are requested to contact Ms. Vanessa Guerra, City Planning, 1413 Houston St. at 956-794-1613, <a href="mailto:vguerra@ci.laredo.tx.us">vguerra@ci.laredo.tx.us</a>, at least five working days prior to the meeting so that appropriate arrangements can be made. Materials in Spanish may also be provided upon request.

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrances are located at 1110 Victoria and 910 Flores. Accessible parking spaces are located at City Hall, 1110 Victoria.

Ayuda o Servicios Auxiliares: Todas las reuniones del Comité del MPO están abiertas al público. Personas que planean asistir a esta reunión y que pueden necesitar ayuda o servicios auxiliares como: interpretes para personas con discapacidad auditiva, lectores de letra grande o en Braille, o un traductor para el idioma español deben comunicarse con la Sra. Vanessa Guerra, en el Departamento del Planificación de la Ciudad, 1413 Houston St. al (956) 794-1613, vguerra@ci.laredo.tx.us, al menos cinco días hábiles antes de la reunión para que los arreglos apropiados se pueden hacer. Materiales en español se proveerán a petición.

Declaración de Acceso a la Discapacidad: Esta reunión es accesible para sillas de ruedas. Las entradas accesibles están ubicadas en 1110 Victoria y 900 Flores. Los espacios de estacionamiento para discapacitados se encuentran por la calle Victoria.

Información en Español: Si usted desea esta información en español o si desea explicación sobre el contenido, por favor llámenos al teléfono (956) 794-1613 o comunicarse con nosotros mediante correo electrónico a vguerra@ci.laredo.tx.us.



#### POLICY COMMITTEE MEMBERSHIP:

County of Webb Representatives:

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

City of Laredo Representatives:

Honorable Pete Saenz, Mayor and LWCAMPO Chairperson Honorable Norma "Nelly" Vielma, City Councilmember, District V Honorable Dr. Marte Martinez, City Councilmember, District VI

Laredo Mass Transit Board Representative:

Honorable George Altgelt, City Councilmember, District VII

State DOT Representative:

Mr. David M. Salazar, Jr. P.E., TxDOT District Engineer

Private Sector Representative:

Humberto "Tito" Gonzalez, Jr.

Ex-Officio Representatives:

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

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#### **AGENDA REVIEWED:**

J. Kirby Snideman, AICI

LW-CAMPO Director

For Jose A. Valdez, Jr.

Laredo City Secretary

# Laredo-Webb County Area (LWCA)

## Metropolitan Planning Organization Policy Committee Virtual Meeting

LIVE WEB LINK: <a href="http://laredotx.swagit.com/live">http://laredotx.swagit.com/live</a>

PUBLIC ACCESS CHANNEL: Spectrum TV channel 1300



#### MINUTES OF THE VIRTUAL OCTOBER 19TH, 2020 MEETING

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

Honorable Pete Saenz, Mayor and LW-CAMPO Chairperson Honorable Tano E. Tijerina, Webb County Judge. Honorable Dr. Marte Martinez, City Councilmember, District VI (joined the meeting at 1:40 p.m.) Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1 David M. Salazar, Jr., TxDOT District Engineer (joined the meeting at 1:35 p.m.) Humberto "Tito" Gonzalez, Private Sector

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

Honorable George Altgelt, City Councilmember, District VII Honorable Norma "Nelly" Vielma, City Councilmember, District V Honorable John Galo, Webb County Commissioner, Pct. 3

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

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

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

City: J. Kirby Snideman, City Planning/LW-CAMPO Staff

Jason Hinojosa, City Planning/LW-CAMPO Staff Angie Quijano, City Planning/LW-CAMPO Staff Juan Mendive, City Planning/LW-CAMPO Staff Graciela Briones, City Planning/LW-CAMPO Staff

Ramon Chavez, City Engineer

Claudia San Miguel, Transit, El Metro

State: Roberto Rodriguez, TxDOT

Others: Guillermo Cuellar, Webb County Engineering

Luis Perez Garcia, Webb County Engineering

Antonio Rodriguez, HNTB, Inc. Melisa Montemayor, HNTB, Inc.

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

Mayor Saenz called the meeting to order at 1:32 p.m.

#### II. CHAIRPERSON TO CALL ROLL

Graciela Briones, LW-CAMPO Staff, called roll and verified a quorum existed.

#### III. CITIZEN COMMENTS

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

There were no citizen's comments.

#### IV. ITEMS REQUIRING POLICY COMMITTEE ACTION:

#### A. Approval of the minutes for the virtual meeting held on September 21st, 2020.

Judge Tijerina made a motion to <u>approve</u> the minutes for the meetings held September 21<sup>st</sup>, 2020.

Second: CM. H. Gonzalez

For: 4
Against: 0
Abstained: 0

Motion carried unanimously

CM. Salazar joined the meeting at 1:35 p.m.

#### B. Discussion with possible action on Hachar-Reuthinger.

Guillermo Cuellar, Webb County Engineering, gave a brief update on Hachar-Reuthinger. He stated TxDOT was still reviewing the environmental documents provided by the consultant. He stated so far everything was going well.

Ramon Chavez, City Engineer, stated the latest update City Staff had received was that all parties had signed the land exchange documents and all tracts would then be surveyed.

Mayor Saenz mentioned there were talks with TxDOT regarding the exchange of certain roads for said project.

David Salazar, District Engineer, stated TxDOT had informal discussions on the project and was working on issues related to the design portion of that project.

Mr. Salazar stated that currently the City was required to contribute approximately 1.5 million dollars for 5 miles, and that an Advance Funding Agreement (AFA) had not yet been executed with the County on the Reuthinger portion, which is 3 miles. He stated the County would have to submit 4.5 million dollars for 3 miles of roadway because they are at zero match for that project.

He stated TxDOT was considering acquiring the roadway and designating it as onsystem to help the City and the County. The plan was for TxDOT to take over the 8mile section of Reuthinger, however TxDOT was not ready to bring anything to the MPO Policy Committee.

Mr. Salazar stated he was open to any questions or discussions.

Mayor Saenz recommended TxDOT meet with City Management and with the City Engineer for further discussions.

Dr. Martinez joined the meeting at 1:40 p.m.

Mr. Salazar stated TxDOT would continue further discussions and stated TxDOT was moving forward with the project as expeditiously as possible.

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

# A. Presentation by LW-CAMPO Staff on the Laredo & Webb County Area Active Transportation Plan.

Mr. Snideman, Jason Hinojosa, and Juan Mendive, MPO Staff, gave a brief presentation on the Laredo Webb County Area Active Transportation Plan.

The presentation consisted of reviewing the chapters, the proposed networks, and the next steps.

The chapters consisted of:

- Ch.1 Introduction
- Ch. 2 Existing Conditions
- Ch. 3 Public Engagement
- Ch. 4 Recommendations
- Ch. 5 Implementation Plan
- Ch. 6 Complete Streets
- Review Network
- Next Steps

Mr. Hinojosa stated Staff is building upon previous planning efforts, the Metropolitan Transportation Plan (MTP) and other studies.

Mr. Snideman stated next steps included presentations to: the Technical Committee, the Policy Committee, to City Council for adoption, and possibly to the Webb County Commissioner's Court.

Judge Tijerina stated he was very proud and commended Staff for a great job with the plan, but also stated that he did not see cycling as a significant form of transportation in Laredo.

#### B. Status report by the Regional Mobility Authority (RMA).

Antonio Rodriguez, have a brief status report on the RMA which was as followed:

- 1. Killam Industrial Blvd. Turn Lanes 100% Design completed and submitted to TxDOT on 5/14/20. TxDOT Design and Construction Division have provided comments and comments are addressed. Utilities are on track for clearance by end of September. ROW is acquired. Donation was approved by City Council on 10/5/20. The project letting is tied with the TxDOT FM 1472/ IH 69 W Project and is planned for November 2020.
- 2. Los Presidentes (Cuatro Vientos to Concord Hills) City of Laredo One Stop Shop Review of Los Presidentes conducted on 10/13/20. HNTB is reviewing the Acceleration/ Deceleration Lanes for Cuatro Vientos 60% Design. We are submitting 60% plan set to TxDOT for their review on the week of the 21st. Los Presidentes anticipated letting of the project is scheduled for Fall 2020.
- Vallecillo Road –Traffic study is ongoing. Scheduled completion is
  December. WCCL RMA has been in coordination with the City of Laredo Traffic for
  their comments on the traffic study process and methods. ILA between the City of
  Laredo and WCCL RMA has been executed. Agreement between Killam Company
  and WCCL RMA is executed.
- 4. Anticipate WCCL RMA Board meeting later this month.

#### C. ADJOURNMENT

Judge Tijerina made a motion to <u>adjourn</u> the meeting at 2:38 p.m.

Second: CM. J. Gonzalez

For: 6 Against: 0 Abstained: 0

Motion carried unanimously

J. Kirby Snideman, AICP MPO Director Pete Saenz, Mayor and LWCAMPO Chairperson

# LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION ACTION ITEM

<b>DATE</b> 11-16-2020	professional services contract in the Inc., for the development Laredo C intended to evaluate both the currer	ove a Motion authorizing the award and execution of a e amount of \$234,698.00 with Stantec Consulting Services, comprehensive Operational Analysis Project (COA), and fixed route and paratransit bus services, and provide system's overall service, efficiency, effectiveness, and
INITIATED BY: Transit		STAFF SOURCE: Claudia San Miguel, El Metro
		J. Kirby Snideman, MPO Director

**PREVIOUS COMMITTEE ACTION:** On 09/21/2020 the MPO Policy Committee approved the ranking of firms that submitted proposals in response to the RFQ invitation issued for the development of the Comprehensive Operation Analysis (COA) Project and authorized contract negotiation fee.

#### BACKGROUND:

The Laredo & Webb County Area Metropolitan Planning Organization (LW-CAMPO), in coordination with Laredo Transit Management Inc. (LTMI), locally known as El Metro, solicited Request for Qualifications (RFQ) for the development of a Comprehensive Operational Analysis (COA) study of El Metro's service and operations.

The objective of the plan is to evaluate both the current fixed route and paratransit bus service, and provide recommendations to improve the system's service, efficiency, effectiveness, and connectivity.

The RFQ Invitation was issued on May 20, 2020 and closed on June 2, 2020.

The two (2) firms submitted proposals and ranked by the Selection Committee as follows:

- 1. Stantec Consulting Services, Inc.
- 2. Parra & Co. in association with:
  - Able City, San Antonio, Texas
  - Nelson Nygaard, Seattle, Washington
  - LAN Lockwood, Andrews & Newman, Inc., Laredo, Texas
  - Liquid Studio Group, Laredo, Texas

#### The consultant proposes:

Fee.....\$234,698.00

Scope of Work......See attached contract Attachment A- scope of work.

#### Attachments

Contract with scope of work, fee and schedule

#### FINANCIAL IMPACT:

The MPO has budgeted \$234,698.00 for this project using federal planning grant (PL112) funds.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:	
Approval	Approval	

# STATE OF TEXAS § COUNTY OF WEBB §

#### KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION (LWCAMPO), 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 Stantec Consulting Services, Inc., hereinafter called the Consultant, For Professional Services in the Development of the Laredo Comprehensive Operational Analysis Project.

#### WITNESSETH

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

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

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

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

WHEREAS, the Policy Committee of the MPO 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 the District Engineer of the Texas Department of Transportation ("TxDOT"), and a Member at Large representing the private sector community; and,

WHEREAS, the City of Laredo acts as the fiscal agent for the MPO; and,

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

WHEREAS, the Laredo Comprehensive Operational Analysis Project is approved in the FY 2020 Unified Planning Work Program pursuant to the requirements of Fixing America's Surface Transportation (FAST) Act; and,

WHEREAS, Stantec Consulting Services, Inc. is a professional corporation, incorporated in Texas whose local place of business is 70 NE Interstate 410 Loop #1100, San Antonio, TX 78216; and,

WHEREAS, the Consultant was found to be the best qualified to perform the services requested under the Request for Proposal for the development of the Laredo Comprehensive Operational Analysis Project.

**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 MPO to proceed as provided in Article XXV - Notice to Proceed. This contract shall terminate at the close of business on March 31st, 2022 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 MPO 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 MPO 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 MPO. 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 <u>Attachment A</u> - <u>Scope of Services</u>, 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. <u>Attachment B</u> the Work Schedule shall provide a specific work sequence and review times by the MPO 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 MPO under a supplemental agreement if so requested upon timely written request from Consultant and approved in writing by the Transportation Planning Director of the MPO.

#### ARTICLE III- COMPENSATION

The MPO shall pay up to \$234,698 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 MPO., the amount may be revised only by written agreement of the parties.

Consultant shall prepare and submit to the Transportation Planning Director of the MPO. 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 MPO 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 MPO shall make a good faith effort to pay within 30 working days.

The MPO 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 MPO 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 MPO.

#### 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 MPO in writing. In the event that the Transportation Planning Director of the MPO finds that such work does constitute additional work and will exceed the maximum amount specified in Article III, the MPO 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 MPO 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 MPO 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 MPO. 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 MPO. No additional compensation shall be paid for this work.

#### ARTICLE VII- INDEMNIFICATION

Consultant shall save and hold harmless the MPO 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 MPO 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 MPO, 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 MPO, 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 MPO 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 MPO. 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 MPO, in order to evaluate the features of the work.

Upon the request of the Transportation Planning Director of the MPO or Consultant, conferences shall be provided at the offices of the MPO, or at any other locations designated by the Transportation Planning Director of the MPO. These conferences shall also include evaluation of the services and work of Consultant when requested by the MPO. 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 MPO 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

J. Kirby Snideman, AICP Transportation Planning Director 1413 Houston St. Laredo, TX 78040 Sasha Pejcic, PMP Principal, Transportation 801South Figueroa St. Ste. 300 Los Angeles, CA 90017-300

#### ARTICLE XII- RECORDS

The MPO, 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 MPO, 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 MPO 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 MPO 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 MPO 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 MPO 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 MPO 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 MPO 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 MPO 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 MPO 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 MPO 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 MPO and shall be furnished to the Transportation Planning Director of the MPO upon request. All documents prepared by Consultant and all documents furnished by Consultant shall be delivered to the Transportation Planning Director of the MPO 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 MPO 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 MPO 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 MPO 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 MPO.

Any change in the Project Manager shall be requested in writing and approved in writing by the Transportation Planning Director of the MPO.

#### ARTICLE XXI- EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- 1. Compliance with Regulations: The Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21 and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination of the grounds of race, color, sex, or national origin.
- 4. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, 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 MPO, 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 MPO 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 MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### ARTICLE XXIII- MINORITY BUSINESS ENTERPRISES

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

The Consultant agrees to ensure 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 ensure 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 MPO, may result in termination of the contract by the MPO or other such remedy as the MPO 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 MPO.

#### ARTICLE XXV- NOTICE TO PROCEED

The Transportation Planning Director of the MPO will issue a written authorization to proceed with the work identified in the scope of services. The MPO 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 MPO. 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 MPO 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 MPO to resume work. The sixty-day notice may be waived by both parties in writing. If the MPO 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 MPO assumes no liability for work performed or costs incurred prior to the date of the notice to proceed authorized by the MPO 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 MPO 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 MPO 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 MPO 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 MPO 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 MPO prior to beginning work under this contract and shall maintain such insurance through the contract period.

#### ARTICLE XXX- GRATUITIES

No member of the MPO shall accept any benefits, gifts or favors from any person doing business with the MPO under this contract, nor shall any person doing business with or who may reasonably do business with the MPO under this contract make an offer of benefits, gifts, or favors to MPO 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 MPO, 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 Webb County Area Metropolitan Planning Organization acting by and through its Transportation Planning Director as authorized by the Policy Committee, and Stantec Consulting Services, Inc., have executed this agreement in duplicate originals, each of equal dignity.

<b>EXECUTED</b> this the day	, 2020.
J. Kirby Snideman MPO Director	Sasha Pejcic, Principal, Transportation Stantec Consulting Services, Inc.

#### ATTACHMENT A - SCOPE OF SERVICE

#### **Laredo Comprehensive Operational Analysis**

#### Scope of Work

#### Task 1: Stakeholder Engagement

- The Consultant team will develop and submit a Draft Stakeholder Engagement Plan that outlines
  who the key stakeholders are, when and where engagement will take place, and the unique goals
  of each of the stakeholder phases.
- The Draft Stakeholder Engagement Plan will then be submitted to El Metro for one round of review, before finalizing the plan and issuing the Final Stakeholder Engagement Plan.
- As a primer for community input, the Consultant team will prepare infographics and short-format videos that illustrate the following:
  - Key objectives of the project;
  - o Key Principles of the Comprehensive Plan and its benefits; and,
  - Opportunities for improvement in community equity, mobility, quality of place, quality of life, and access to economic opportunity that are made possible by the implementation of El Metro Master Plan

The information will be distributed via social media and physical media by the Consultant team in coordination with the Planning Department. This pre-engagement education both activates and prepares the community for participation. All materials will include links to the City's project website. Consultant will design other project-related templates such as flyers, mailers, and social media materials to be used for public engagement events throughout the project.

#### · First phase of engagement

- Consultant team will prepare an online bilingual community survey to gather input and commentary regarding current and desired El Metro service. Consultant team will prepare the draft survey for input prior to distribution. Consultant team will provide a summary of key findings and data tables representing the full set of responses. Open-ended comments will be provided as written by respondents.
- o In person survey options will be provided to reach participants without access to the digital version.
- Survey will be shared via all mainstream digital formats. Our team will also target all Plan
   Viva Laredo advocate groups with our contact database.
- We will help host 2 virtual community gatherings that involve interactive, and designcentered activities. At the end of the event, groups that have gathered in breakout rooms will be asked to summarize the findings of the group's activity.
- Public outreach with an aim to develop advocacy for quality of place and life, and energy for implementation of a plan is the cornerstone to Able City's methodology. Ultimately the community engagement process goal is to guide the vision developed for El Metro to connect plan outcomes and recommendations directly to user needs and values. To this end we will invite known advocate groups with related interests to the project to group conversations that will make them aware of the project and its impact as well as ask for input.
- We will conduct interviews with key stakeholders, to provide an initial understanding of opportunities and/or issues relating to the El Metro Plan. Participants will include:
  - El Metro staff
  - City staff from the Planning Department, Traffic Department, Public Works, Parks, and any other department identified by the Client or Prime Firm
  - MPO Committees as needed
  - ISD's:
  - Key Developers
  - · College and Universities;

#### Major Employers

Before the interviews, we will provide a list of potential questions to the project manager.

#### Second phase of engagement

- Once input is summarized and an initial plan direction is developed, we will help host a second open and interactive virtual community gathering to receive feedback about its direction
- Advocate conversations will continue to provide feedback throughout the project. This
  round will help inform the initial direction of the plan.
- We will conduct a 2nd round of interviews with key stakeholders. This round will help inform the initial direction of the plan.

#### · Third phase of engagement

- Plan adoption should be accompanied by a strengthened community awareness of plan outcomes that have been driven by the community. We will prepare final informational materials for release to assist in plan implementation.
- Advocate conversations will continue to provide feedback throughout the project. This
  round will help inform the pre-final draft of the plan.
- We will conduct a 3rd round of interviews with key stakeholders. This round will help inform the pre-final draft of the plan.
- All stakeholder engagement will be planned to be conducted in accordance with COVID-19
  guidelines. This will likely necessitate that all stakeholder engagement which previously would
  held in-person is instead conducted virtually. All material would be bilingual and accessible to
  ensure that we meet the needs of your community.

#### Task 2: Background Data Analysis

- The Consultant team will conduct a policy document review and highlight overarching visions and objectives that need to align with the COA. The policy review will inform other recommendations such as the transit fare policy, and accessible and ADA services.
- We will use a GIS to develop a spatial analysis of the factors that determine transit use and
  propensity. To uncover the transit usage patterns in Laredo, Stantec will develop several maps
  outlining all the key indicators of transit use (density, car-ownership rates, land-uses, walkability,
  street design, etc.)—we'll also map transit-related performance, such as bus speeds and
  ridership activity per stop based on data availability.
- An analysis of job access across the City by transit will be conducted. This analysis models the
  number of jobs— which serves as a proxy for other amenities like retail, schools, and
  healthcare—accessible from neighborhood by transit at a given time of day for a certain travel
  time threshold. This analysis is key since it can reveal where transit is most useful and uncover
  disparities in transit supply and demand. We will overlay the access map onto a map of transit
  mode share, population density, or Title VI indicators to determine whether transit-dependent
  communities are getting a fair share of transit resources.
- Stantec will develop a 'transit propensity' indicator by standardizing and aggregating the key indicators of transit use onto a single map. The indicators include: activity density (jobs & population); density of zero-car households; density of young and elderly people; travel flows, stop-level travel activity; route passenger load; and bus operating speeds. By overlaying this map with your current transit network and routes categorized by midday route frequency, we can visualize where transit resources could be focused on more frequent service, and areas where lower frequencies services could be better suited. This map will also be used in later stages to sketch initial network concepts, design service strategies, and future routing.
- Stantec will also map future developments (residential and employment) to identify when and where future transit service would need to go.

- Profiles of El Metro's current ridership will be developed based on the prior analyses conducted in this task, and segment them by market typologies based on frequency of transit use, access to a private vehicle, and other factors that induce transit use.
- The ridership segments will be mapped in GIS so that we can determine the spatial distribution of the various ridership segments.

#### Task 3: System Efficiency and Effectiveness Review

- A review of existing route structure, service levels and performance relative to current and forecasted demand will be conducted. Our system-level performance analysis and peer review will include key performance indicators (KPIs) including:
  - o Boardings per revenue hour
  - o Boardings per revenue mile
  - o Ridership per capita
  - Revenue hours per capita
  - Cost per boarding
  - o Effective or average fare
  - Cost per revenue hour
  - o Cost per revenue mile
  - Revenue-cost and farebox recovery ratios.
- Stantec will examine route, trip and stop-level performance. Our analysis, based on our expertise and with input from the City of Laredo, the route, trip, and stop-level analysis will include:
  - o Service frequency
  - Service span
  - Average on-time performance
  - Travel/running time
  - Average daily boardings
  - Boardings per revenue hour and revenue mile
  - Maximum and average passenger load on the route and trip
  - Route simplicity
- The El Lift service will be reviewed from different perspectives, including a review of Origin
  Destination Data, a performance assessment, and an assessment of operational efficiency. The
  escalating costs related to door-to-door service requires new approaches to help individuals with
  the ability to use conventional service shift to these modes for improved travel freedom and
  flexibility, as well as to lower operating costs.
- Stantec will conduct a Neighbourhood Circulator Review by overlaying current and planned circulator routes with key destinations such as educational institutions, healthcare centers, employment opportunities, outdoor and recreational opportunities, and community organizations to display destinations located within a 5 to 10-minute walking distance of service. We will then use origin-destination data from the ridership survey for the entire network, as well as from El Lift trip data, to determine if there are other neighborhoods that should be considered for circulator service or if any segments of underperforming fixed routes should be replaced with circulator services.
- Stantec will review the current fare structure to determine if it encourages ridership by setting fares at rates that can be sustained in the marketplace while making transit financially sustainable. We will examine the different fare categories and determine the need for a revised fare structure as passengers will soon be able to buy transit passes instead of the single fares that are available today. Our review will also look at existing and potential fare programs, such as student passes and EcoPasses for employees. We will consider how added fare differentiation creates an additional layer of difficulty in administering the fare policy and collecting and processing fares.

#### Task 4: Gap Analysis

- Stantec will synthesize our analyses from the reviews of the service area, existing system, peer
  evaluations, and results of the stakeholder and public engagements to identify gaps or needs
  regarding transit and mobility for the City of Laredo. The analysis will include identifying areas
  underserved by transit and identifying candidates for fixed route/neighborhood circulator service.
- The gap analysis will consider present and future needs to develop proactive strategies which mitigate impacts to customers (and potential customers), the City, and the community as a whole.

#### Task 5: El Metro Network Plan

- Using the information gathered thus far, our team will develop network concepts, where we will
  explore a modification of today's radial network, a grid or modified grid network, the use of
  crosstown routes and/or the use of regional transit hubs. The transit network concepts we
  develop will integrate land use and transportation to create complete communities as the city
  continues to grow.
- Stantec will explore and propose optimal locations for transit hubs as a potential transfer sites, as well as looking at existing and planned regional mixed-use centers.
- Stantec will undertake internal workshops with the City of Laredo focused on high-level sketch planning of potential network styles to meet the City's vision and objectives. The network and transfer concepts will be developed and evaluated collaboratively with your project team.
- The concept development will will identify strong routes that need increases in service levels, alignment changes that would improve operations, underserved neighborhoods where transit should be introduced, and underperforming routes that should be eliminated or replaced with alternative service delivery strategies.
- Stantec will explore the options of on-demand transit services or neighborhood circulators in areas with low transit performance, making sure transit-dependent neighborhoods are not left behind.
- Route profiles will be created to illustrate the changes made through the Network Plan. Each route profile will include:
  - o A map clearly showing the existing route and proposed route alignments
  - The route layer and its service profile including service span and frequency
  - Vehicle requirements
  - Connections to major transfer points and routes
  - A detailed account of the impact to existing ridership and opportunities to capture new markets
  - Performance measures and goals
- A network map will be compiled which illustrates the full new network.
- A Service Plan will be developed which illustrates the span, frequency, and number of vehicles required for each service layer.
- · A GIS database which contains the network layers will be shared with the client.

#### Task 6: Supporting Recommendations

- Our team will review El Metro's vision and mission statement, organizational structure, how it
  organizes, contracts and provides its services, and compensation levels of its staff.
   Recommendations will be provided on the organizational structure of El Metro by reviewing
  stakeholder engagement workshops conducted in Task 1, El Metro's marketing, outreach,
  procurement, state-level lobbying activities, and its personnel policies, along with any strategies
  or incentive programs for frontline staff.
- A Technology Plan will be created which highlights best practices in delivering enhanced mobility though advanced technology, the relationship between internal IT investments and technologydriven mobility services for the community, and how to best fuse these together to drive efficiencies and customer satisfaction.

#### Task 7: Implementation Plan

- Based on the recommended service options, Stantec will develop and revise an implementation
  plan in collaboration with the City of Laredo project team. We will provide short, mid, and longterm actions to ensure a smooth implementation process. The phased implementation plan will
  be stratified by theme to provide a clear roadmap for the implementation of recommendations as
  well as identifying the responsible party and potential funding sources.
- The implementation plan will include a funding plan that will explore the feasibility of funding sources such as local sales taxes and public-private partnerships for capital projects. The COA will include cost estimates that will consider operations and maintenance, capital requirements, and fare and ancillary revenues. Our forecasts will focus of operational measures, such as trips (or boardings), number of vehicles, full-time equivalents (FTEs), and revenue hours resulting from the implementation of the service changes and other recommendations, such as fare adjustments.
- By understanding items like salary rates, fuel consumption rate, and average fare per boarding, we will estimate the annual costs and revenues.
- We will identify which items require external funding sources, as well as reporting on potential funding sources themselves.
- Stantec will review what level of KPI tracking is appropriate and provide recommendations
  regarding improved KPI tracking, data management, and data analysis. A Monitoring Plan will be
  developed to create a systematic workflow where ongoing operational data can be obtained and
  analyzed to determine adherence to KPI targets.
- Stantec will work with El Metro to review baseline data and develop metrics to evaluate the longterm impacts of the new route plan (decreased fuel usage, changes to maintenance routines, etc.)

#### Task 8: Scheduling and Run Cutting

- A schedule will be drafted that accounts for operational realities (deadheading to/ from the garage, operator breaks, layover, etc.) and meets the service design standards decided during prior tasks.
- After scheduling and blocking is completed, Stantec will proceed with run cutting (the creation of driver "run boards" associated with each block).

#### **Contract Price**

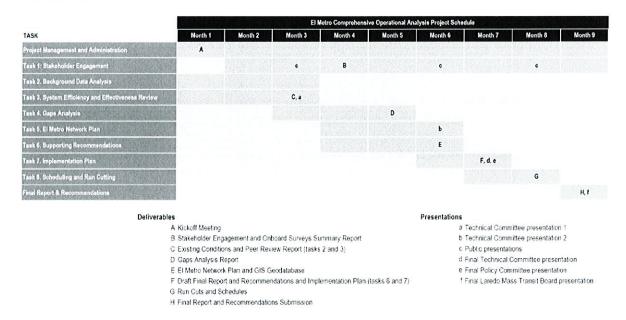
Stantec proposes a Lump Sum of \$234,698.00 to carry out the full scope of work. This amount is inclusive of disbursements and subconsultant fees, of which \$58,875.00 have been allocated for our partner, Able City, to assist primarily with stakeholder engagement efforts. Stantec envisions invoicing monthly on a percentage complete basis.

Task Description	Estimated Fee
Project Management, Meetings, and QAQC	\$10,165.00
Task 1: Stakeholder Engagement	\$72,607.00
Task 2: Background Data Analysis	\$14,083.00
Task 3: System Efficiency and Effectiveness Review	\$32,725.00
Task 4: Gap Analysis	\$5,853.00
Task 5: El Metro Network Plan	\$44,338.00
Task 6: Supporting Recommendations	\$13,335.00
Task 7: Implementation Plan	\$24,272.00
Task 8: Scheduling and Run Cutting	\$13,320.00
Provision for Disbursements	\$4,000.00
Total Fee	\$234,698.00

#### ATTACHMENT B - WORK SCHEDULE

#### Schedule

Stantec proposes to complete the above tasks in accordance with the following schedule and deliverables.



CONTRACT TIME:

Commencement Date:

Upon Notice to Proceed

Estimated Completion Date:

December 31, 2021

(final deliverable estimated July 2021 as per the above schedule, with additional time allotted for

contingency)

		TRANSPORTATION STUDY CTION ITEM	
DATE:	SUBJECT: A MOTION	CHONIEM	
	Receive public testimony and initiate	a 10 day public review and comment period, for the	
11-16-20	following proposed amendment(s) of the MPO By-laws:		
	• Article I, Section 1.1, entitled Definitions, shall be amended to include a definition for the Metropolitan Planning Organization Active Transportation Committee; and,		
		nended to include subsection (d)1 and 2 intended to identify tership of the Active Transportation Committee (ATC).  Revision 10	
INITIATED	BY: Staff	STAFF SOURCE: James Kirby Snideman, Director of Planning	
PREVIOUS			
	licy Committee adopted the By-Laws ir 2014, 2015, and February of 2020.	1997, and subsequently amended them in 2000, 2007, 2009,	
BACKGRO	UND		
intended to entransportation	nhance mobility in the region by provice for the future of Laredo and Webb Co	County Active Transportation Plan. The plan is ling safe, accessible, and alternative modes of punty citizens. The plan provides a set of active as well as a strategic framework for implementation.	

The creation of an Active Transportation Committee is a recommendation of the plan. The committee is intended to improve and promote active modes of mobility in the MPO area. The amendment of the MPO By-laws creates the Active Transportation Committee as a sub-committee of the MPO, and identifies its responsibilities and membership

See attached draft By-laws with proposed revision underscored in blue font.

COMMITTEE RECOMMENDATION: The
LWCAMP Technical Committee recommends
approval.

**STAFF RECOMMENDATION**: Staff recommends initiation of the 10 day public review and comment period

## **DRAFT**

#### MISSION STATEMENT

To set transportation related policy, identify existing and future local transportation needs in cooperation with TxDOT, and propose and recommend projects for all modes of transportation including mass transit and active transportation, with special attention to freight

#### ARTICLE I DEFINITIONS, PURPOSE AND AUTHORITY

#### **Section 1.1 Definitions**

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

## DRAFT

recommended actions. The Technical Committee is composed of representatives of the City of Laredo, the County of Webb, the Texas Department of Transportation and private sector representatives.

- Metropolitan Planning Organization Active Transportation Committee the body of the MPO responsible for improving and promoting active modes of mobility in the MPO study area by monitoring the implementation of the Laredo Webb County Active Transportation Plan, and providing recommendations on MPO active transportation related activities.
- Fiscal Agent for the Metropolitan Planning Organization (Fiscal Agent) The
  governmental entity or agency designated by written agreement between the MPO Policy
  Committee and the governmental entity or agency providing fiscal administrative services
  and other services (which may include personnel and staff support) to the MPO Policy
  Committee and the Staff of the MPO.
- Laredo Metropolitan Transportation Plan (MTP) The MTP is an official, comprehensive, intermodal transportation plan developed and adopted for the Laredo Metropolitan Area through the transportation planning process. The MTP identifies the existing and future transportation needs and develops coordinated strategies to provide the necessary transportation facilities essential for the continued mobility and economic vitality of Laredo. These coordinated transportation strategies include roadway development and operations, truck and rail freight movement, transit operations, bikeways and pedestrian facilities. The development of the MTP is required under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to assure the continuation of federal transportation funds. The plan shall address a continuous twenty-year planning horizon.
- Transportation Improvement Program (TIP) A staged, multiyear, intermodal program, of transportation projects which is consistent with the metropolitan transportation plan and which is also financially constrained.
- Unified Planning Work Program (UPWP) Shall mean the program of work that includes
  goals, objectives and/or tasks required by each of the several agencies involved in the
  metropolitan transportation planning process. The UPWP shall describe metropolitan
  transportation and transportation-related planning activities anticipated in the area during the
  next one-year period and reflect transportation planning work to be funded by federal, state
  or local transportation or transportation-related planning funds.

#### **Section 1.2 Purpose**

The MPO is the designated organization responsible for identifying local transportation needs in cooperation with the Texas Department of Transportation (TxDOT). The MPO is also the entity responsible for proposing and recommending projects for all modes of urban

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transportation to those governmental units that are responsible for program development and project implementation.

#### **Section 1.3 Authority**

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

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

## ARTICLE II MEMBERSHIP, TERMS AND ADMINISTRATION

## Section 2.1 Membership and Qualifications

(a) The MPO shall be comprised of a Policy Committee and a Technical Committee. The Policy Committee shall include the following members:

City of Laredo:

Mayor (Chairperson)

Two City Councilmembers, as appointed by the Mayor in

his/her sole discretion.

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Laredo Mass Transit Board One Laredo Mass Transit Board member as appointed by

the Board's presiding officer/Mayor in his/her sole

discretion.

County of Webb: County Judge (Vice-Chairperson)

Two County Commissioners as appointed by the Webb

County Judge in his/her sole discretion.

State of Texas: TxDOT District Engineer

Member at Large Member to be appointed by the Policy Committee

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State of Texas: State Senator(s)

State Representative(s)

(b) Members shall serve until a replacement is qualified pursuant to section 2.1 Subsection (e).

- (c) The Mayor of the City of Laredo shall appoint the two City Councilmembers that represent the City of Laredo.
- (d) Laredo Mass Transit Board's presiding officer/Mayor shall appoint one member to represent the Laredo Mass Transit Board.
- (e) The County Judge of the County of Webb shall appoint the two County Commissioners that represent the County of Webb.
- (f) Appointments to the Policy Committee shall be for a period of two years. A member may be reappointed with no limitation to number of terms, except that such term will not continue in the event an officer becomes ineligible for membership on the Policy Committee.

#### Section 2.2 Meetings, Quorum and Voting

- (a) The Policy Committee shall meet at least twice per year or as often as necessary to fulfill its purposes.
- (b) Quorum shall consist of four (4) members of the voting membership.
- (c) The use of proxies by the voting members of the Policy Committee is prohibited.

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- d) The official actions of the Policy Committee shall be by affirmative action of the majority of the voting membership present and voting at public meetings. All meetings are to be held as open meetings as defined in Chapter 551, Texas Government Code (Texas Open Meetings Act), and the Transportation Planning Director of the MPO shall insure that the written notice of the meeting is posted at City of Laredo City Hall and Webb County Commissioners Court Building at least 72 hours prior to the meeting. Additionally, the notice may be posted at TxDOT Laredo District Office, and on the City of Laredo and Webb County website. The Transportation Planning Director shall insure that at least two copies of the agenda and such supporting documentation as is available to the Policy Committee are made available for public inspection in the MPO offices at the same time they are made available to the Policy Committee members.
- (e) All official actions of the Policy Committee shall be duly recorded in the minutes of the meeting.
- (f) The Mayor of the City of Laredo shall serve as Chairperson of the Policy Committee. The responsibilities of the Chairperson shall include, but are not limited to the following:
  - 1. Preside at all meeting of the Policy Committee.
  - 2. Authenticate, by signature, all resolutions adopted by the Policy Committee.
  - 3. Serve as chief policy advocate for the Policy Committee.
  - 4. Represent the committee at hearings, conferences, and other events as required or designate another member of the Committee or the Chairperson of the Technical Committee to represent the Chairperson.
- (g) The County Judge of the County of Webb shall serve as Vice Chairperson of the Policy Committee. During the absence of the Chairperson, the Vice Chairperson shall preside over meetings and shall exercise all the duties of the Chairperson.
- (h) In the absence of the Chairperson and Vice Chairperson from a Policy Committee meeting at which a quorum is present, the remaining members present shall elect a presiding officer who shall serve until the conclusion of that meeting or until the arrival of the Chairperson or Vice Chairperson.

#### **Section 2.3 Administration**

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

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- 2. Shall act as Chairperson of the Technical Committee with responsibility for drafting findings and recommendations of the Technical Committee for review by the Policy Committee.
- 3. Shall be responsible for all plans and reports prepared by and for the review and consideration of the Policy Committee and for submitting the recommended policies, procedures and programs of the Technical Committee to the Policy Committee.
- 4. Supervise the MPO staff.
- 5. Serve as a liaison to the Texas Department of Transportation's planning program through the department's district office and the department's Transportation Planning and Programming Division's representative.
- 6. In cooperation with the Texas Department of Transportation, collect, maintain, forecast, and report to the department appropriate socioeconomic, roadway, and travel data.
- 7. Prepare and submit all required plans, reports, programs, data, and certifications.
- 8. Develop and present to the MPO Policy Committee a Metropolitan Transportation Plan for the metropolitan planning area, a Transportation Improvement Program and a Unified Planning Work Program and such other planning documents and reports that may be required by state or federal laws or regulations.
- (b) The Technical Committee shall include the following:
  - 1. <u>City Representatives:</u>

Laredo City Planner

The General Manager of the City Transit System

Laredo Director of Traffic Safety

Laredo Airport Manager

Laredo City Engineer

Laredo Bridge Director

2. <u>County and Regional Representatives:</u>

Webb County Planning Director

South Texas Development Council Regional Planning Director

The General Manager of the Rural Transit System

Webb County Engineer

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3. State Representatives:

TxDOT Planning Representative (Vice-Chairperson)

**TxDOT Planning Representative** 

TxDOT Area Engineer

TxDOT TPP Field Representative

4. <u>Federal representatives:</u>

FHWA Planning Representative (Austin)

5. Private Sector Representatives:

A representative of the Kansas City Southern Railroad Company

A representative of the Union Pacific Railroad Company

A representative of the Laredo Transportation Association

A Transportation Provider Representative who shall also serve on the

Laredo Transportation & Traffic Safety Advisory Committee

6. School system representatives

A representative of the Laredo Independent School District

A representative of the United Independent School District

A representative of Texas A&M International University

A representative of Laredo Community College

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

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

- (d) The Active Transportation Committee (ATC)
  - 1. The responsibilities of the Active Transportation Committee shall include the following:
    - a. Monitor the implementation of the Laredo and Webb County Active Transportation Plan.
    - b. Recommend active transportation related planning studies to be conducted.
    - c. <u>Provide recommendations to the MPO Policy Committee regarding active transportation planning activities.</u>
    - d. Advise the MPO Policy Committee on active transportation related technical and policy issues.
    - e. Explore and recommend funding options and opportunities for active transportation related projects.

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f. Promote community outreach efforts such as bicycle and pedestrian safety campaigns and educational programs.

#### 2. Membership

- a. The Active Transportation Committee shall be composed of a broad group of representatives from the regional community.
- b. Members shall be selected by MPO staff.
- c. The MPO Director shall select the Active Transportation Committee Chair.

#### Section 2.4 Ethic Policy for MPO Policy Members and Employees

- (a) A policy board member or employee of a metropolitan planning organization may not:
  - (1) accept or solicit any gift, favor, or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or employee knows or should know is being offered with the intent to influence the member's or employee's official conduct; or,
  - (2) accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position; or,
  - (3) accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of the member's or employee's official duties; or,
  - (4) make personal investments that could reasonably be expected to create a substantial conflict between the member's or employee's private interest and the public interest; or,
  - (5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's or employee's official powers or performed the member's or employee's official duties in favor of another.

#### ARTICLE III AMENDMENTS

#### **Section 3.1 Bylaw Revisions**

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

# PASSED AND APPROVED, on this the \_\_\_\_\_\_\_th day of \_\_\_\_\_\_\_, 2020. Honorable Pete Saenz Mayor of Laredo and Chairperson of the LWCAMPO Transportation Planning Committee We certify that the LWCAMPO By-laws were revised at a public meeting of the Policy Committee of the Laredo Webb County Area Metropolitan Planning Organization.

David M. Salazar

**TxDOT District Engineer** 

James Kirby Snideman

**MPO** Director

<ul> <li>D. Discussion with possible action to cancel or reschedule the December 21<sup>st</sup>, 2020, Policy Committee meeting to December 14<sup>th</sup>, 2020.</li> </ul>



#### **Angelica Quijano**

From: Antonio Rodriguez <anrodriguez@HNTB.com>

**Sent:** Tuesday, November 10, 2020 3:34 PM

**To:** Vanessa Guerra; Kirby Snideman; Angelica Quijano **Cc:** Jed Brown; Melisa Montemayor; Doug Howland

**Subject:** WCCL RMA Report for MPO Meeting (November 16, 2020)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Team, please see the update below. If possible, please include in the Policy Committee packet. I apologize for the delay.

- Killam Industrial Blvd. Turn Lanes Project was let in November. The apparent low bidder is Anderson Columbia. Anticipated NTP for construction will be after the New Year. Construction start date is anticipated for March 2021.
- 2. Los Presidentes (Cuatro Vientos to Concord Hills) City of Laredo One Stop Shop Review of Los Presidentes comments completed. ROW Plats submitted on the week of the 9<sup>th</sup> of November. Advertisement is forecasted for mid-December 2020.
- 3. Vallecillo Road Traffic study is ongoing. Scheduled completion is December 2020.
- 4. WCCL RMA Board meeting is projected for the last week of November 2020.

If you have any other questions, please let us know. I hope you have a great day.

Thanks.

#### Antonio Rodriguez, PE

WCCL RMA GEC Deputy Program Manager Cell (512) 800-0382

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