



## MPO POLICY COMMITTEE MEETING

www.laredompo.org

**Meeting Date & Time:** October 18<sup>th</sup>, 2023 at 1:30 P.M.

**Meeting Location:** Joe A. Guerra Laredo Public Library Multipurpose Room, 1120 East Calton Road, Laredo, Texas 78041

**Meeting Link:** <http://laredotx.swagit.com/live>

**Laredo TV:** Spectrum TV channel 1300

### AGENDA:

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

Speakers are required to fill out witness cards, which must be submitted to MPO Staff no later than 1:45 p.m. the day 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 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 meeting held on September 20, 2023.
- B. Motion to award and execute a professional services contract with WSP USA, Inc. in the amount of \$376,504.25 for the 2025-2050 Metropolitan Transportation Plan (MTP) Update.



## MPO POLICY COMMITTEE MEETING AGENDA

- C. Discussion with possible action on transportation planning activities and initiatives to improve the safety of the regional transportation network.
- D. Discussion with possible action to program Category 7 funds for the Mangana-Hein Roadway Expansion Project and the Vallecillo Road Project, and receive public testimony to initiate a 10-day comment period to include the proposed programming revisions to the 2020-2045 Metropolitan Transportation Plan (MTP):
  - 1. Addition of the Mangana-Hein Roadway Expansion Project Segment 1 ROW/ preliminary engineering phase in FY 2025 with an estimated project cost of \$926,980. Category 7 funds in the amount of \$100,000 are proposed for this project phase. The project sponsor is Webb County.
  - 2. Addition of the Mangana-Hein Roadway Expansion Project Segment 2 ROW/ preliminary engineering phase in FY 2025 with an estimated project cost of \$1,012,816. Category 7 funds in the amount of \$100,000 are proposed for this project phase. The project sponsor is Webb County.
  - 3. Addition of the Mangana-Hein Roadway Expansion Project Segment 1 Construction Phase in FY 2033 with an estimated project cost of \$13,562,500. Category 7 funds in the amount of \$13,562,500 are proposed for this project phase. The project sponsor is Webb County.
  - 4. Addition of the Mangana-Hein Roadway Expansion Project Segment 2 Construction Phase in FY 2034 with an estimated project cost of \$7,160,000. Category 7 funds in the amount of \$7,160,000 are proposed for this project phase. The project sponsor is Webb County.
  - 5. Programming of an additional \$1,312,592 in Category 7 funds for the Vallecillo Road Project intended to provide for the construction of a new 4 lane [off-system] highway with a continuous turn lane. The project sponsor is the Webb County-City of Laredo Regional Mobility Authority and the proposed letting date is FY 2026.
- E. Discussion with possible action to approve Resolution No. MPO 2023-12 supporting the functional classification of Hachar-Reuthinger Road (SH 84), a new roadway location, as "Other Principal Arterial".
- F. Discussion with possible action on the Hachar-Reuthinger Road project.
- V. REPORT(S) AND PRESENTATIONS (No action required).
  - A. Status report by the Regional Mobility Authority (RMA).



## MPO POLICY COMMITTEE MEETING AGENDA

B. Update by TxDOT on the US59 Feasibility Study

VI. DIRECTOR'S COMMENTS

VII. ADJOURNMENT

### **NOTICE INFORMATION:**

Notice of this meeting 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 on Friday, October 13<sup>th</sup>, 2023 by 5:00 PM. The agenda and meeting information was also posted online at <https://www.laredompo.org/agendas-minutes/>.

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 MPO Staff at 956-794-1605, or via email at [aavigil@ci.laredo.tx.us](mailto:aavigil@ci.laredo.tx.us) at least two 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. Accessible entrance and accessible parking spaces are located at Joe A. Guerra Public Library, 1120 E. Calton Road.

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 el personal del MPO al 956-794-1605 o por correo electrónico [aavigil@ci.laredo.tx.us](mailto:aavigil@ci.laredo.tx.us) por lo menos dos días laborales antes de la reunión para que se puedan hacer los arreglos apropiados. Material en español está disponible mediante una petición.

Declaración de Acceso a la Discapacidad: Esta reunión permite el acceso a personas en silla de ruedas. Los espacios de estacionamiento para discapacitados se encuentran en la Biblioteca Publica Joe A. Guerra, 1120 E. Calton Road.

Información en español: Si usted desea esta información en español o si desea explicación sobre el contenido, por favor llámenos al teléfono (956) 794-1605 o comunicarse con nosotros mediante correo electrónico a [aavigil@ci.laredo.tx.us](mailto:aavigil@ci.laredo.tx.us).

### **POLICY COMMITTEE MEMBERSHIP:**



MPO POLICY COMMITTEE MEETING AGENDA

LWCAMPO Chairperson

Honorable Tano E. Tijerina, Webb County Judge

LWCAMPO Vice-Chairperson

Honorable Dr. Victor D. Treviño, City of Laredo Mayor

City of Laredo Representatives:

Honorable Ruben Gutierrez, Jr., City Councilmember, District V

Honorable Melissa R. Cigarroa, City Councilmember, District III

County of Webb Representatives:

Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1

Honorable John Galo, Webb County Commissioner, Pct. 3

Laredo Mass Transit Board Representative:

Honorable Vanessa Perez, City Councilmember, District VII

State Representative:

Mr. Epigmenio "Epi" Gonzalez, P.E., TxDOT District Engineer

Member at Large Representative:

Jed A. Brown

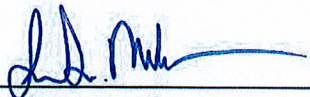
Ex-Officio Representatives:

Honorable Judith Zaffirini, State Senator, District 21

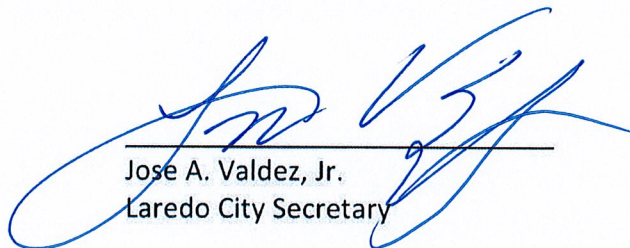
Honorable Richard Raymond, State Representative, District 42

Honorable Tracy O. King, State Representative, District 80

**AGENDA REVIEWED:**



Juan S. Mendive, AICP  
LWCAMPO Director



Jose A. Valdez, Jr.  
Laredo City Secretary



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV.A.**

**Approval of the minutes for the meeting held on September 20, 2023.**



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### POLICY COMMITTEE

#### MEETING MINUTES

September 20, 2023

LIVE WEB LINK: <http://laredotx.swagit.com/live>  
PUBLIC ACCESS CHANNEL: Spectrum TV channel 1300

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

Judge Tano E. Tijerina, called the meeting to order at 1:39 P.M.

#### II. CHAIRPERSON TO CALL ROLL

Graciela Briones, MPO Staff, called roll and verified a quorum existed.

##### Regular members present:

Honorable Tano E. Tijerina, Webb County Judge and LWCAMPO Chairperson  
Honorable Dr. Victor D. Treviño, Mayor and LWCAMPO Vice-Chairperson (joined meeting at 1:49 PM)  
Honorable Melissa R. Cigarroa, City Councilmember, District III  
Honorable Ruben Gutierrez Jr., City Councilmember, District V  
Honorable John Galo, Webb County Commissioner, Pct. 3

##### Regular members not present:

Honorable Vanessa Perez, Mayor Pro Tempore, CM. District VII  
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1  
Mr. Epigmenio "Epi" Gonzalez, P.E., TxDOT District Engineer  
Mr. Jed A. Brown, Member-at-Large

CM. Galo, made a motion to excuse members not present.

Second: CM. Gutierrez  
For: 4  
Against: 0  
Abstained: 0

Motion carried unanimously.

##### Ex-Officio members not present:

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

**LWCAMPO Staff present:**

Juan S. Mendive, LWCAMPO Director  
Graciela Briones, LWCAMPO Planner III  
Julio Niño, LWCAMPO Planner III  
Eduardo Bernal, LWCAMPO Planner III  
Adriana A. Vigil, LWCAMPO Administrative Assistant

**Others:**

Robert J. Garza, COL Transit  
Eloisa Mascorro, COL Transit  
Ramon Chavez, COL Engineering  
Gloria P. Saavedra, COL Engineering  
Jeffery Gonzalez, COL Traffic  
Juan Carlos Villarreal, COL Traffic  
Sara Garza, TxDOT  
Roberto Rodriguez, TxDOT  
Ana Duncan, TxDOT  
Luis M. Villarreal, TxDOT  
Fernando Martinez, TxDOT  
Angel Martinez, TxDOT  
Chief Miguel Rodriguez, LPD  
Manuel Maciel, LPD  
Rene R. Alvarado, LPD  
Guillermo Cuellar, Webb County Engineering  
Anthony Garza, Webb County Consultant  
Eddiberto Gomez, Webb County Sheriff's Office  
Melissa Montemayor, WC-CL RMA/LJA  
Blasita Lopez, WC-CL RMA/LJA  
Baltazar Avila, LJA

**III. CITIZEN COMMENTS**

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No citizen comments were received.

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

**A. Approval of the minutes for the meeting held on August 16, 2023.**

CM. Gutierrez, made a motion to approve the minutes of August 16, 2023.

Second: CM. Cigarroa  
For: 4  
Against: 0  
Abstained: 0

Motion carried unanimously.

**B. Discussion with possible action to provide a letter in support of the City of Laredo's grant application for the USDOT Reconnecting Communities and Neighborhoods (RCN) Program for the Boulevard of the Americas project.**

Mr. Juan Mendive, MPO Director stated that the City of Laredo's Economic Development Department was applying for a grant to make sidewalk and crosswalk improvements to the 4 blocks in front of International Bridge #2. He further stated that they were asking for a Letter of Support from the MPO and a draft letter was in their Policy packet.

CM. Galo, made a motion to approve the Letter of Support.

Second: Judge Tijerina  
For: 4  
Against: 0  
Abstained: 0

Motion carried unanimously.

**C. Discussion with possible action on transportation planning activities and initiatives to improve the safety of the regional transportation network.**

Judge Tijerina, asked Mr. Mendive if this item was going to be tabled. He mentioned that he really appreciated the new Chief of Police and PD staff being present, and asked them for a couple of words.

Mr. Mendive, stated that law enforcement was invited to the meeting because there was going to be a discussion on the safety concerns and what role the MPO could play in helping enhance safety of the transportation network, and in case there were any questions but they had not been asked to prepare anything for the meeting.

CM. Ruben Gutierrez, commented that they had asked TxDOT and DPS for help on the Loop 20, Cuatro Vientos, Hwy 83 specifically to target speeders specifically for accidents. CM. Gutierrez asked if they could give an update or information on when they would be able to assist in those areas.

Chief Rodriguez, stated that for PD, at one point there were about 22 Officers in the Traffic Division and now they were down to 10 Officers but they were enhancing and adding more personnel to their Traffic Division for those specific areas that based on data were considered "hot zones" like Cuatro Vientos, Loop 20, Hwy 35, Hwy 83 and other areas



Chief-Rodriguez, also stated that he has had conversations with Captain Victor Sotelo, from the DPS Highway Patrol who was in charge of that area which is Region 3. He stated that they were coordinating on a plan of action to be done bi-weekly, deploying assets to the right areas and making sure that everyone was aware that there will be more law enforcement out in those areas. He also stated that they want a plan of action that would be upwards of 6 months so that they know when they'd start the operation together with DPS. Chief Rodriguez, also stated that DPS would be fully engaged in trying to make sure that the numbers in fatalities and traffic accidents decreased, he further stated that they want to focus consistently in those areas.

CM. Gutierrez, suggested that for the next Publicsafety meeting they have with the City, they should have DPS invited so they could discuss the plans about having certain zones patrolled in the city and increasing fines.

Chief Rodriguez, stated that regarding public education he had spoken to some of the Traffic Officers about bringing up ideas on how to approach the public. He stated that the Officers had come up with the idea of "Taco with a Traffic Officer" similar to "Coffee with a Cop" program, something to engage and educate the public, especially on the traffic accidents.

Judge Tijerina, congratulated Chief of Police Miguel Rodriguez on behalf of the MPO on his new position.

(Mayor, Dr. Victor D. Treviño joined the meeting)

#### **D. Discussion with possible action on the Hachar-Reuthinger Road project.**

Mr. Roberto Rodriguez, TxDOT, introduced Ms. Anna Duncan, TxDOT Project Manager to provide a quick update on the project.

Ms. Duncan, stated that they were right on schedule with their plans, they should be getting the 90% PS&E within the upcoming month. She also stated that, that day was the closing date for the Environmental Clearance public outreach, and they should be having the FONSI issued out to them within the following week and they would be able to begin with the Right-of-Way offers. She further stated that the City had a few that were needed to be submitted to TxDOT for final review. She also stated that on the utilities they've been having regular meetings every 2 weeks at TxDOT offices. She added that representative Raymond attended those meetings and was very interested in the project as well as helping to assure that they moved forward with it. Ms. Duncan also stated that they have been in communications with AEP on the Transmission lines and had a target date to have everything completed. She further stated, that they would be having a management plan for those and should still be on target for the May 2024 letting.

Judge Tijerina, asked Ms. Duncan if they were still having problems with AEP regarding the transmission lines.

Ms. Duncan, stated that the transmission lines take the longest when they do adjustments so they had to target between a year and a half to two years to move them. She further

stated that they were able to phase them into their schedule, so it shouldn't have an impact on the construction.

CM. Galo, asked what was missing for the Right-of-Way.

Mr. Ramon Chavez, City Engineer, stated that as far as the property acquisition was concerned, all the appraisals were completed but some would have to be amended because they had to include any existing utilities and the property owners needed to be compensated. Mr. Chavez explained that the offer letters could not be send out to the property owners until the Environmental Clearance is completed.

Judge Tijerina, asked if there was anything they could do as an MPO or at the County level to help speed up the process.

Mr. Chavez, stated that at that time they were on schedule to meet the letting date. He further stated that if they need something else, they would come before the Committee and ask for support.

CM. Galo, asked Mr. Chavez why they were restricted if they City of Laredo was the one procuring the Right-of-Way.

Roberto Rodriguez, TxDOT, stated that the project's construction had Federal funds and since it had been designated as an on-system Road a few months back, they had to follow all the Federal procedures.

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

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

Ms. Melissa Montemayor, RMA, provided the following status report:

Ms. Montemayor stated that Webb County Fairgrounds TIA was completed and they stand ready at the County's request to present it at any County Commissioner's Court meeting. She further elaborated on the following projects' status:

1. **FM 1472 and Killam Industrial Blvd. Turn Lanes** – The commencement of work at Killam Industrial Blvd. at FM 1472 occurred in early May 2022. The traffic signal is fully operational, and traffic is now utilizing the new turn lanes on FM 1472 and Killam Industrial Blvd. Project is pending final walk-through, TDLR inspection and final Close-out Construction Change Order. Project is 99+% complete.
2. **Los Presidentes (Cuatro Vientos to Brownwood)** – Project is complete.
3. **Loop 20 South (Cuatro Vientos) Acceleration/ Deceleration Lane Project** – Project is complete.
4. **Springfield Phase III** – Project is complete. Ribbon cutting held on August 8, 2023.
5. **Webb County Fair Grounds TIA** – The TIA report is complete. The WC-CL RMA stands ready to provide a presentation to the County at their request.
6. **River Road Corridor Study** – The study is complete. The study's findings were



presented to the MPO Policy Committee at the June meeting and to City of Laredo City Council on August 7, 2023.

7. **Safe Streets and Roads for All (SS4A) Grant** – In partnership with the MPO and the City of Laredo, the RMA developed a \$2M grant application to develop an action to prevent roadway deaths and serious injuries. On the 30<sup>th</sup> of January, the RMA was informed by US Congressman Cuellar’s Office that the grant was approved for \$1.6M. A formal announcement by Congressman Cuellar was conducted at City Hall on 2/21/23. The RMA submitted to the FHWA the draft Grant Agreement between the RMA and the FHWA. Upon execution, the WC-CL RMA will work with the City of Laredo for the execution of an Inter Local Agreement for the sharing of the local funding match for the grant. The draft ILA was submitted to the City on 8/10/23. It was presented to City Council on 8/21/23. We are awaiting final execution. The Study effort to commence in September 2023.
8. **Vallecillo Road** – Right of Entry to was granted on 8/15/23. Design Team conducted a kick-off meeting with the TxDOT Laredo District on 8/24/23. Data collection operations have commenced. Currently, field survey crews have ongoing operations. The design team has commenced existing utilities data collection and will commence the utility coordination in conjunction with the City of Laredo Utility Coordination Committee. The WC-CL RMA is projecting a Fall 2025 Letting of the project.
9. **Concord Hills (Wormser Road/ Lomas Del Sur to Los Presidentes)** – Similar to the Los Presidentes project, the WC-CL RMA will sponsor and lead the design and construction of a new location 1.3 mile, 2-lane minor arterial roadway extension from Los Presidentes to Wormser Road/ Lomas Del Sur within a nominal ROW width of 90’ in partnership with the City of Laredo. The WC-CL RMA has committed \$1 million to the development of the project. The project will provide a parallel route to Cuatro Vientos and provide additional access to the new Laredo Sports Complex and the Municipal Water Park. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement between the City of Laredo and the WC-CL RMA. The WC-CL RMA is working with the City of Laredo to finalize the construction cost estimate for the project and complete the Inter Local Agreement for the project.
10. **Springfield Phase I, II, and IV** – Similar to Springfield Phase III, the WC-CL RMA has committed up to \$1 million to the City of Laredo to assist with the funding of the construction of the next Phase of the project. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement between the City of Laredo and the WC-CL RMA. The WC-CL RMA is working with the City of Laredo to finalize the construction cost estimate for the project and complete the Inter Local Agreement for the project.
11. **The WCCL RMA** hosted a TRZ workshop on July 19, 2023, to review the TRZ study and implementation process with the City of Laredo. A second workshop was conducted on 8/28/23. The RMA is awaiting execution of the ILA with the City of Laredo to commence the North Laredo TRZ Study. Concurrently, the City of Laredo is considering implementing the Cuatro Vientos TRZ.
12. **Other Items:**
  - WC-CL RMA will have their next board meeting in late September 2023.

## VI. DIRECTOR'S COMMENTS

Mr. Mendive, thanked law enforcement, Laredo PD, and the Sheriff's office for being present at the meeting. He stated, that they would bring back the item in October to have a fuller discussion on that and also to show some data that they had from a safety report.

Mr. Mendive, provided the following comments/report:

1. The Active Transportation Committee met in-person on August 30<sup>th</sup> and had a productive discussion on back-to-school traffic safety and future needs. Representatives of the school districts and law enforcement were in attendance. This is the second year the Active Transportation Committee has held this in-person discussion related to back-to-school traffic safety. We are hoping to continue these conversations and incorporate stakeholder input into our planning activities.
2. MPO staff is working with the Technical Committee to develop a training program and series of workshops to provide resources and learning opportunities for all our committee members and planning partners.
3. Upcoming regularly scheduled meetings:
  - Active Transportation Committee – September 27, 2023
  - Technical Committee – October 10, 2023
  - Policy Committee – October 18, 2023

## VIII. ADJOURNMENT

CM. Galo, made a motion to adjourn the meeting at 2:00 P.M.

Second: CM. Gutierrez  
For: 5  
Against: 0  
Abstained: 0

Motion carried unanimously.

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Juan S. Mendive, AICP  
LWCAMPO Director

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Webb County Judge Tano E. Tijerina  
LWCAMPO Chairperson





# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV.B.**

**Motion to award and execute a professional services contract with WSP USA, Inc. in the amount of \$376,504.25 for the 2025-2050 Metropolitan Transportation Plan (MTP) Update.**

**LAREDO & WEBB COUNTY AREA METROPOLITAN ORGANIZATION (LWCAMPO)  
ACTION ITEM**

<b>DATE:</b> 10-18-2023	<b>ITEM:</b> IV.B
<p><b>SUBJECT: MOTION(S)</b> Motion to award and execute a professional services contract with WSP USA, Inc. in the amount of \$376,504.25 for the 2025-2050 Metropolitan Transportation Plan (MTP) Update.</p>	
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Juan S. Mendive, AICP, MPO Director
<p><b>PREVIOUS ACTION:</b> On July 19, 2023, the Laredo and Webb County Area MPO Policy Committee accepted and approved for staff to initiate contract fee negotiations of the sole proposal, WSP USA, Inc. in response to the Request of Qualifications (RFQ) FY23-047 for the Laredo 2025-2050 Metropolitan Transportation Plan (MTP) Update.</p>	
<p><b>BACKGROUND:</b> The Laredo &amp; Webb County Area Metropolitan Planning Organization (LWCAMPO) solicited a Request For Qualifications (RFQ) FY23-047 for the Laredo 2025-2050 Metropolitan Transportation (MTP) Update. The MTP plan recommends projects, programs and policies that aim to improve quality of life for all residents in the region. The MTP identifies the existing and future needs and develops coordinated strategies to provide the necessary transportation facilities essential for the continued mobility and economic vitality of Laredo. The plan is periodically updated and amended to reflect changes to funding constraints, the region’s transportation needs, and federal requirements. The RFQ Invitation was issued on May 19, 2023 and closed on June 12, 2023.</p> <p>The LWCAMPO assembled an evaluation committee as stated in the RFQ. The committee members reviewed their qualifications and submitted their scores. The evaluation forms were due on July 5<sup>th</sup>, 2023 at 4:00 p.m. One (1) consultant firm responded to the request.</p> <p>After initial contract negotiations, both the LWCAMPO staff and WSP USA, Inc. agreed on the contract price of \$376,504.25. The contract period is for fifteen (15) months after the Notice To Proceed as stated on Article II “Terms Of This Contract”.</p>	
<p><b>FINANCIAL IMPACT:</b> Funding is available under the newly adopted FY2023-2024 Unified Planning Work Program (UPWP) Subtask 4.2 2025-2050 MTP Update of the Federal Highway Administration PL-112 (planning) funds for Long Range Plan FY2024.</p>	
<p><b>COMMITTEE RECOMMENDATION:</b> The MPO Technical Committee recommends approval of the professional services contract.</p>	<p><b>STAFF RECOMMENDATION:</b> MPO staff recommends Policy Committee approval to award and execute the professional services contract.</p>





**LAREDO & WEBB COUNTY**  
AREA **M**ETROPOLITAN **P**LANNING **O**RGANIZATION

Contract for Professional Services

between

Laredo and Webb County Area Metropolitan Planning Organization

And

WSP USA, Inc.

THE STATE OF TEXAS §

COUNTY OF WEBB §

### CONTRACT FOR PROFESSIONAL SERVICES

**THIS CONTRACT** (the “Contract”) is entered into on \_\_\_\_\_, 2023, by and between WSP USA, Inc., hereinafter referred to as the “Contractor” and the Laredo And Webb County Area Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization for the City of Laredo Metropolitan urbanized area and a portion of Webb County, hereinafter called “MPO”. The MPO and the Contractor are collectively referred to as the “Parties” and also individually as a “Party”.

### 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 the Contractor to update and develop the Laredo 2025-2050 Metropolitan Transportation Plan (MTP) for the Laredo Metropolitan Area, and the Contractor 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, the County Judge of Webb County, three members of the Laredo City Council, 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 ("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 City of Laredo acts as the fiscal agent for the MPO; and,

**WHEREAS**, the Laredo MTP 2025-2050 Metropolitan Transportation Plan (MTP) is approved in the FY 2023-2024 Unified Planning Work Program (UPWP) pursuant to the requirements of the Bipartisan Infrastructure Law and the previous Fixing America’s Surface Transportation (FAST) Act; and,

**WHEREAS**, the MPO has completed the necessary steps for solicitation and selection of an individual or firm to perform such services, all in accord with the MPO policies and applicable legal requirements; and

**WHEREAS**, the MPO has agreed and contract with the Contractor and the Contractor has agreed to contract with the MPO, for performance of the services described herein, and in accordance with the further terms and conditions of this Contract; and

**NOW, THEREFORE**, for and in consideration of the premises and of the mutual covenants set forth herein, the Parties do mutually agree as follows:

**ARTICLE I**  
**PURPOSE**

1.01 This contract stipulates the terms and conditions whereby the Contractor agrees to perform the Scope of Work, affixed hereto as *Attachment A* and incorporated herein by reference, and the terms and conditions whereby the MPO agrees to reimburse the Contractor for work approved by the MPO Director.

**ARTICLE II**  
**TERM OF THIS CONTRACT**

2.01 The term of this contract will begin on [start date] and shall terminated upon the MPO’s final approval of work completed by the Contractor or on [last day of contract term] whichever occurs earlier, unless otherwise terminated by per Article XIV or modified as hereinafter provided in Article XIV.

**ARTICLE III**  
**SERVICES TO BE PERFORMED**

3.01 The Contractor shall undertake with its own personnel and resources or through contractors authorized pursuant to Article IV, the tasks as described in the *Scope of Work outlined in Attachment A*, which has been made a part of this contract by reference.

3.02 Specifically, the Contractor agrees to perform the tasks described in the Scope of Work and report the work accomplished under each task in accordance with the Scope of Work.

3.03 The Work Schedule incorporated in *Attachment A* shall contain a complete schedule so

that Contractor's Scope of Services under this contract can be accomplished within the specified time and contract cost. *Attachment B the Work Schedule* shall provide a specific work sequence and review times by the MPO and Contractor of the work performed. If the review time shall take longer than shown on the work schedule, through no fault of Contractor, additional time may be authorized by the MPO under a supplemental agreement if so requested upon timely written request from Contractor and approved in writing by the MPO Director.

- 3.04 When the Scope of Work requires a completed work product, MPO will review the work as specified in the Scope of Work. If MPO finds it necessary to request changes in previously satisfactorily completed work or parts hereof, the Contractor will make such revisions as requested and directed by MPO. Such work will be considered as additional work and subject to the requirements established in Article XI Subsection 6.01.
- 3.05 If the review time shall take longer than shown on the work schedule, through no fault of Contractor, additional time may be authorized by the MPO under a supplemental agreement if so requested upon timely written request from Contractor and approved in writing by the Transportation Planning Director of the MPO.

#### **ARTICLE IV** **COMPENSATION**

- 4.01 The MPO shall pay up to **Three Hundred Seventy-Six Thousand Five Hundred and Four dollars and 25/100 (\$376,504.25)** 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.
- 4.02 Payments to Contractor for services rendered will be made while work is in progress. Contractor will prepare and submit to the MPO Director 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.
- 4.03 The MPO shall reserve the right to withhold payment pending verification of satisfactory work performed. Contractor 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.



- 4.04 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 Contractor 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 Contractor of the responsibility for correcting any errors and/or omissions resulting from its negligence.

**ARTICLE V**  
**CONTRACT AMENDMENTS**

- 5.01 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 MPO Director.

**ARTICLE VI**  
**ADDITIONAL WORK**

- 6.01 If Contractor 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 MPO in writing. In the event that the MPO finds that such work does constitute additional work and will exceed the maximum amount specified in Article IV, the MPO shall so advise the Contractor and a written supplemental agreement may be executed between the parties as provided in Article XXIV- Supplemental Agreements. Contractor 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 Contractor or any costs incurred by Contractor relating to additional work not directly associated with the performance authorized in this contract, or as amended.

**ARTICLE VII**  
**CHANGES TO WORK**

- 7.01 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, Contractor shall make such revisions if requested and as directed by the MPO Director. This will be considered additional work and paid for as specified in Article VI - Additional Work.
- 7.02 Contractor 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 VIII**  
**INDEMNIFICATION**

8.01 **CONTRACTOR AGREES TO INDEMNIFY 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 CONTRACTOR OR OF ANY PERSON EMPLOYED BY CONTRACTOR. CONTRACTOR AGREES TO 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 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 CONTRACTOR, ITS AGENTS OR EMPLOYEES.**

**ARTICLE IX**  
**INSPECTION OF WORK**

9.01 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 Contractor or a subcontractor, Contractor 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 X**  
**DISPUTES**

10.01 The Contractor 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 XI**  
**NON-COLLUSION**

11.01 Contractor warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for Contractor, 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. If the Contractor breaches or violates 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 RECORDS**

12.01 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 Contractor for the purpose of checking the amount of work performed at the time of contract termination. Contractor 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**

13.01 Contractor shall not assign, subcontract, or transfer any portion of the work under this contract without the prior written approval of the MPO Director approval shall not be unreasonably withheld. All sums due and payable under this contract shall be made to the order of Contractor 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 MPO Director prior to work being performed under the subcontract. No subcontract relieves Contractor of responsibilities for performance under this contract.

#### **ARTICLE XIV TERMINATION**

14.01 This contract may be terminated in whole, or in part, by either party hereto whenever such termination is found to be in the best interests of either party. Termination shall be affected by the conveyance of a written notification thereof to the other party at least

thirty (30) days in advance of the effective date of the termination. In the event either party to this contract terminates this contract, the Contractor agrees to the following:

- a. Stop work under the contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders of subcontractors except as may be necessary for completion of the work not terminated.
- c. Terminate all orders and subcontractors to the extent that they relate to the performance of work terminated by notice of termination.
- d. Submit to the MPO their termination claim within sixty (60) days of the effective termination. The termination claim shall not exceed the total amount of funds authorized in this contract less the estimated cost of the work not completed and the amount of payments previously made.
- e. If terminated for convenience, the Contractor shall be paid for all work satisfactorily performed up to the date of termination.

- 14.02 Violation or breach of contract terms by the Contractor shall be grounds for termination of the contract, and any increased cost arising from the Contractor's default, breach of contract, or violation of terms shall be paid by the Contractor.
- 14.03 This contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed by either party and shall be cumulative.
- 14.04 Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Contractor shall be covered by the provision of Article XVII under this contract with respect to ownership.
- 14.05 Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- 14.06 Any violation of contract terms or breach of contract by Contractor shall be grounds for termination of the contract and any increased cost arising from the default of Contractor shall be paid solely by Contractor.



- 14.07 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.
- 14.08 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 Contractor. 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.
- 14.09 If Contractor defaults in the performance of this contract or if the MPO terminates this contract for fault on the part of Contractor, consideration will be given to the actual costs incurred by Contractor 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.
- 14.10 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 Contractor, except the obligations set forth in Article XV - Compliance with Laws of this agreement. If the termination of this contract is due to the failure of Contractor to fulfill its contract obligations, the MPO staff may complete the work. In such case, Contractor shall be liable for any additional cost occasioned by such failure.

**ARTICLE XV**  
**COMPLIANCE WITH LAWS**

- 15.01 Contractor 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, Contractor shall furnish in writing satisfactory proof of its compliance therewith.

**ARTICLE XVI**  
**SUCCESSORS AND ASSIGNS**

- 16.01 The MPO and the Contractor 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 Contractor shall assign, sublet, or transfer its interest in this contract without written consent of the other.

**ARTICLE XVII**  
**OWNERSHIP OF DOCUMENTS**

- 17.01 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 MPO Director of the MPO upon request. All documents prepared by Contractor and all documents furnished by Contractor shall be delivered to the MPO Director of the MPO upon completion or termination of this contract. Contractor, 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 XVIII**  
**SIGNATORY WARRANTY**

- 18.01 The undersigned signatory for the Contractor 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 their organization.

**ARTICLE XIX**  
**EQUAL EMPLOYMENT OPPORTUNITY**

- 19.01 The Contractor 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 XX**  
**NON-DISCRIMINATION**

- 20.01 During the performance of this contract, the Contractor, its assigns and successors in interest, agrees as follows:
- 20.02 *Compliance with Regulations:* The Contractor 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, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, 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.
- 20.03 *Non-discrimination:* The Contractor, 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 Contractor 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.

- 20.04 *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Contractor 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 Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination of the grounds of race, color, sex, or national origin.
- 20.05 *Information and Reports:* The Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor 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.
- 20.06 *Sanctions for Noncompliance:* In the event of the Contractor'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 Contractor under the contract until the Contractor complies, and/or,
  - b. Cancellation, termination, or suspension of the contract in whole or in part.
- 20.07 *Incorporation of Provisions:* The Contractor shall include the provisions of sections 20.01 through 20.06 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor 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 Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE XXI**  
**MINORITY BUSINESS ENTERPRISES**

- 21.01 It is the policy of the United States Department of Transportation that Minority Business Enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts finance ins whole or in part with Federal funds. Consequently, Minority Business Enterprise requirements of 49 CFR Part 26, as amended, apply to this contract as follows:
- a. The Contractor agrees to guarantee that Minority Business Enterprises as defined in 49 CFR Part 26, as amended have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that Minority Business Enterprises have the maximum opportunity complete for and perform contracts.
  - b. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, religion, age, sex, or disability 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 and, after written notification form MPO, may result in termination of the contract by MPO or other such remedy as MPO deems appropriate.
- 21.02 The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age or disability in the performance of this contract, including the procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.
- 21.03 The Contractor 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.
- 21.04 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 XXII**  
**DELINQUENT TAX CERTIFICATION**

- 22.01 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 Contractor 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 MPO.

**ARTICLE XXIII**  
**NOTICE TO PROCEED**

- 23.01 The MPO Director 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 Contractor or any costs incurred by Contractor relating to additional work not included in *Attachment A - Scope of Work*.

**ARTICLE XXIV**  
**SUPPLEMENTAL AGREEMENTS**

- 24.01 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 MPO Director shall issue a notice to proceed for work authorized under the supplementary agreement in accordance with the provisions of Article XXIII - Notice to Proceed. Any supplemental agreement must be executed in writing by both parties within the contract period specified in Article II – Term of this Contract.

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by Contractor 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 IV-Compensation.

**ARTICLE XXV**  
**SUBMISSION OF REPORTS**

- 25.01 All applicable study reports shall be submitted in preliminary form for approval before a final report is issued. The comments of the MPO Director shall be noted and addressed in the final report.

**ARTICLE XXVI**  
**INSURANCE**

- 26.01 Contractor shall furnish a properly completed Certificate of Insurance, in a form approved by the City of Laredo Purchasing agent, City of Laredo Risk Department and the MPO Director prior to beginning work under this contract and shall maintain such insurance through the contract period.

**ARTICLE XXVII**  
**GRATUITIES**

- 27.01 No member of the MPO Policy Committee 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 XXIII**  
**POLITICAL ACTIVITY AND LOBBYING (BYRD ANTI-LOBBYING AMENDMENT)**

- 28.01 No federally appropriated funds provided under this contract will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**ARTICLE XXIX**  
**PATENT AND COPY RIGHT**

- 29.01 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 Contractor for governmental purposes.

**ARTICLE XXX**  
**SEVERABILITY**

- 30.01 In the event any one or more of the provisions contained in this contract shall for any reason be held illegal, invalid, or unenforceable in any jurisdiction, that shall not affect, the validity or enforceability in the jurisdiction of any of other provision of this contract; or the validity or unenforceability in other jurisdictions of that or any other provision of this contract.

**ARTICLE XXXI**  
**PRIOR CONTRACT SUPERSEDED**

31.01 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 XXXII**  
**FORCE MAJEURE**

32.01 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 XXXIII**  
**APPLICABLE LAW**

33.01 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 WSP USA, Inc. has executed the Contract by the signature of its duly authorized officer(s), and the Laredo Webb County Area Metropolitan Planning Organization acting by and through its MPO Chairperson and the MPO Director as authorized by the Policy Committee, and have executed this agreement in duplicate originals, each of equal dignity.

**THE CONTRACTOR**

By:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

**THE LAREDO AND WEBB COUNTY AREA  
METROPOLITAN PLANNING ORGANIZATION**

By:

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Tano E. Tijerina, Webb County Judge  
MPO Chairperson

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Juan Mendive, AICP  
MPO Director

**ATTACHMENT A**  
**SCOPE OF WORK**



## **SCOPE OF WORK**

### **LAREDO 2025-2050 METROPOLITAN TRANSPORTATION PLAN**

### **LAREDO & WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

## **1.0 PROJECT MANAGEMENT AND COORDINATION**

### **1.1 PROJECT MANAGEMENT PLAN**

WSP will conduct a meeting with Laredo & Webb County Area Metropolitan Planning Organization (LWCAMPO) to discuss project expectations and communication protocols. The feedback from the kickoff meeting will inform the development of a project management plan (PMP) to address expectations for project management, coordination, communications, and the handling of project reviews, including required project reports and updates to the project schedule.

### **1.2 PROJECT COORDINATION**

WSP will facilitate a project kickoff meeting with the LWCAMPO at the beginning of the study. The purpose of this meeting is to establish administrative and communication procedures, discuss work plan scope and schedule, and obtain data and information for technical analysis.

WSP will continue the following activities throughout the project:

- Manage scope, schedule, and budget.
- Establish a communication protocol as well as develop and maintain a Communications Plan.
- Conduct progress meetings with the LWCAMPO Project Manager.
- Conduct internal progress meetings.
- Distribute meeting materials, including agendas, handouts, and summaries.
- Contract management, including monthly billing and progress reports.

### **1.3 PROJECT ADMINISTRATION**

The WSP Project Manager will operate as the primary point of contact for the project and will be responsible for all project management duties such as client communication, team coordination, oversight of project deliverables, quality assurance and quality control, and tracking project finances. The WSP Project Manager will be supported by key support staff. The WSP Project Manager will assign dedicated task leads and technical support staff to each assignment and establish workflows.

### **1.4 PROJECT SCHEDULE AND CONTROL**

WSP will maintain a detailed schedule as the project progresses. WSP will monitor and manage potential risks to the schedule. WSP will regularly monitor the project schedule against actual progress and review the project status during project reviews.

### **1.5 QUALITY ASSURANCE AND QUALITY MANAGEMENT**

The project manager will develop a Quality Management Plan (QMP) to document the quality control protocols for the project. The project manager will execute the QMP by implementing the defined practices for quality assurance and quality control throughout the development of technical planning products both for WSP staff and subcontractor staff.

## **DELIVERABLES**

- Project Management Plan (PMP) within 30 days of notice to proceed (NTP) date.
- Quality Management Plan (QMP)
- Monthly invoices





- Monthly progress reports
- Project schedule (updated as needed)

## **2.0 PUBLIC AND STAKEHOLDER INVOLVEMENT**

### **2.1 PUBLIC INVOLVEMENT PLAN**

WSP will prepare develop and implement a public involvement plan (PIP) specific for the 2025-2050 MTP that establishes an approach to understanding the public’s needs, concerns, and perceptions of value and importance of potential projects, policies, and investments through both traditional and innovative outreach approaches. The PIP will be consistent with the LWCAMPO Public Participation Plan (PPP) and will guide the development of the goals, objectives, transportation options, policies, and strategies in response to the needs and concerns of the public. The PIP will afford meaningful participation of all persons in the planning area, including groups traditionally underrepresented in the planning process. WSP will work with LWCAMPO staff to structure and facilitate all engagement efforts.

### **2.2 PUBLIC MEETINGS**

WSP will work with LWCAMPO to hold two (2) public meetings that will aim to reach all individuals with interest in the area, including residents, business owners, community leaders, and traditionally underrepresented minority and low-income populations. WSP will work with LWCAMPO to identify new public and stakeholder groups and integrate them into the overall regional stakeholder list. As a starting point for reaching underrepresented groups, WSP may use the distribution lists maintained by local transit agencies, local community organizations and centers, local governments, and participating local governments. WSP will provide press releases and notices to different media outlets to assist in reaching populations.

A large portion of the LWCAMPO region has limited English proficiency, and WSP is prepared to conduct effective outreach to limited English-proficiency populations. WSP will employ staff as a boots-on-the-ground team, local in Laredo. Several members of the team are fluent in Spanish in addition to having an intimate, local knowledge of the unique transportation issues and needs.

### **2.3 VIRTUAL OUTREACH**

WSP will work with LWCAMPO staff to leverage online platforms, social media, or virtual communications to keep community members appropriately engaged throughout the planning process. In parallel with in-person public meetings, WSP will support the development of two (2) virtual public meetings utilizing virtual public meeting platforms.

### **2.4 MPO AND AGENCY COORDINATION**

WSP will coordinate with the LWCAMPO Technical Committee and Policy Committee, along with additional public agencies such as the Texas Department of Transportation (TxDOT) and El Metro Transit Agency (El Metro). WSP will assist LWCAMPO staff with up to four (4) LWCAMPO committee meetings and up to three (3) agency briefings, presentations, one-on-one interviews, and meetings. These meetings will serve as opportunities to share project updates, discuss key milestones, and gather feedback from committee members and stakeholders. WSP will develop meeting materials, agendas, and summaries following these coordination meetings.

## **DELIVERABLES**

### Public Involvement Plan (PMP)

- Public Meetings, two (2)
- Public Meeting Summaries, two (2)
- Multilingual Flyer, one (1)
- Boards and Exhibits
- Materials Translation



- Survey, one (1)

#### Virtual Outreach

- Virtual Public Meetings, two (2)

#### MPO and Stakeholder Coordination

- Meetings with LWCAMPO Committees, up to four (4)
- Meeting materials, agendas, and summaries

### **3.0 ANALYSIS**

#### **3.1. GOALS AND OBJECTIVES**

WSP will work with LWCAMPO staff to redefine the goals, objectives, and measures of effectiveness/performance indicators in accordance with FAST Act planning requirements to achieve desired performance outcomes for the region’s multimodal transportation system.

#### **3.2 EXISTING CONDITIONS ANALYSIS**

WSP will compile and analyze transportation, environmental, social, and economic data to establish an understanding of the existing regional challenges and opportunities. The existing conditions analysis will be an assessment of the current performance of the transportation system in the planning area, including congestion, safety, bridge deficiencies, freight network, airport, transit operations, and other multimodal system elements.

#### **3.3 YEAR 2050 DEFICIENCY AND NEEDS ANALYSIS**

WSP will identify existing transportation issues and needs based on the existing conditions analysis. If available, WSP will utilize the region’s travel demand model (TDM) output to evaluate the future performance of the transportation system and identify future needs.

#### **TASK 3.0 DELIVERABLES**

- Recommended Goals and Objectives Technical Memorandum
- Existing Conditions Technical Memorandum
- Year 2050 Deficiency and Needs Analysis Technical Memorandum
- GIS files

### **4.0 RECOMMENDATIONS AND STRATEGIES**

#### **4.1 MULTIMODAL RECOMMENDATIONS**

WSP will prepare a series of multimodal recommendations. Recommendations will be primarily derived from completed or ongoing plans within the MPO region and will be enhanced based on the outcome of the needs identification process. WSP will document multimodal recommendations in narrative and/or tabular and map form where practicable. Recommendations may include capital infrastructure improvements along with policy enhancements.

#### **4.2 TITLE VI/ENVIRONMENTAL JUSTICE**

WSP will develop a Title VI/Environmental Justice Program and Limited English Proficiency Plan to address the responsibilities of the LWCAMPO as a recipient of federal financial assistance and meet all FAST Act requirements. WSP will use the latest American Community Survey (ACS) data to identify the geographic distribution of minority and low-income populations within the region, evaluate the potential impact of financially constrained projects on environmental justice population, and recommend potential environmental mitigation activities.



### **4.3 ENVIRONMENTAL CONSIDERATIONS**

WSP will identify strategies to mitigate the potential impact of the new transportation infrastructure recommended in the needs assessment on wetlands, cultural (historical/archeological) resources, water resources, threatened and endangered species habitats, and other environmentally sensitive subjects.

### **4.4 RESILIENCY**

WSP will assess the vulnerability of transportation infrastructure within the region including bridges, railroad, roadways. WSP will identify the infrastructure with critical vulnerability through scoring criteria and integrate the assessment results into decision-making for investment prioritization.

#### **TASK 4.0 DELIVERABLES**

- Multimodal recommendations for inclusion in Draft and Final MTP
- Title VI/Environmental Justice Analysis for inclusion in Draft and Final MTP
- Environmental Considerations for inclusion in Draft and Final MTP
- Resiliency Analysis for inclusion in Draft and Final MTP

### **5.0 PERFORMANCE-BASED PLANNING**

#### **5.1 PERFORMANCE MEASUREMENT**

In accordance with the mandates of the FAST Act, the MTP must include a description of the federally required performance measures and performance targets used in assessing the performance of the transportation system. WSP will support LWCAMPO staff in establishing performance targets for transportation performance measures required by federal law through MAP-21 and the FAST Act.

WSP will write a performance report to document the currently adopted regional performance measures and demonstrate how performance-based planning has been incorporated into the MTP process.

#### **TASK 5.0 DELIVERABLES**

- Performance Report demonstrating FAST Act compliance and outlining how performance-based planning has been incorporated into the MTP process.

### **6.0 FINANCIAL PLAN**

#### **6.1 REVENUE FORECAST**

WSP will analyze the reasonable anticipated funding sources available by year using the Unified Transportation Plan (UTP) and the TREND model, made available through TxDOT, and develop a revenue forecast of expected funds until 2050 by the various TxDOT funding categories (for example, for roadway, transit, bicycle-pedestrian, and other enhancements).

#### **6.2 PROJECT IDENTIFICATION**

WSP will assist the LWCAMPO staff in issuing the Call for Projects for inclusion in the 2025-2050 MTP. Public agency sponsors will be invited to nominate projects. WSP will assist with the preparation of email notifications, social media posts, and advertisements for the Call for Projects. WSP will also prepare of the project nomination form, which will require project sponsors to identify scope, schedule, budget, and other details for nominated projects. WSP will be available to support the development of cost estimates for project sponsors for up to ten (10) project nominations.



## 6.3 PROJECT PRIORITIZATION AND SELECTION

Because the funding landscape has become increasingly competitive, projects must be prioritized for selection. WSP will evaluate and revise (as needed) the existing LWCAMPO project prioritization and selection process to align with the regional vision and goals. WSP will document the updated LWCAMPO project prioritization and selection process in a Standard Operating Procedures document. The project prioritization and selection process will involve a scoring exercise to be conducted by the LWCAMPO Technical Committee. WSP will support the LWCAMPO staff to facilitate that scoring exercise with the Technical Committee.

## 6.4 FINANCIALLY CONSTRAINED PLAN

WSP will develop a fiscally constrained plan within the reasonably anticipated funding sources by year for the Laredo 2025-2050 MTP with a listing of short-term funded projects, long-term funded projects, and unfunded/illustrative projects.

## DELIVERABLES

### Project Identification

- Call for Projects nomination form (1), email notifications (2), social media posts (6)
- Cost Estimates for up to ten (10) nominated projects

### Project Prioritization and Selection

- Revised LWCAMPO project prioritization and selection process
- Documentation of project prioritization and selection process in Standard Operating Procedures document
- Scoring exercise with LWCAMPO Technical Committee

### Financially Constrained Plan

- Fiscally Constrained Project List (roadway, transit, and bicycle-pedestrian projects)
- Unfunded/Illustrative Project List

## 7.0 MTP ASSISTANCE

### 7.1 MTP ASSISTANCE

WSP will provide general transportation planning assistance on a variety of miscellaneous tasks on an as-needed basis to support LWCAMPO staff in their effort to prepare the MTP. The subtasks may include but are not limited to:

- Geographic information system (GIS) support
- Congestion Management Process
- Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) project list update
- Attending and/or developing materials for public participation activities
- Preparing materials for attending and/or giving presentations at LWCAMPO Committee meetings and/or representing LWCAMPO at state-wide planning or air quality meetings



## **8.0 MTP**

### **8.1 DRAFT AND FINAL MTP**

WSP will prepare a Draft MTP for review by MPO staff and the Technical Committee. After collecting comments, WSP will incorporate and address all comments into a Final MTP. The Final MTP will summarize all project work and include an executive summary, a narrative description of the work performed, the project objectives met, the methodologies used, the analyses of the data collected in visual formats, and recommendations based on the analysis.

### **DELIVERABLES**

- Draft MTP (in PDF and DOCX formats, 15 printed copies)
- Final MTP (PDF and DOCX formats on USB drive, 30 printed and bound copies)
- Executive Summary
- Presentation to the MPO Policy Committee







## COST PROPOSAL

WSP will provide the above-described scope of services at an estimated total fee estimate of \$376,504.25. We look forward to the opportunity on developing the 2025-2050 MTP for the LWCAMPO. Please do not hesitate to contact us if you have any questions.

Tasks to be Performed	Total Fee Estimate
1.0 Project Management	\$21,760.80
2.0 Public and Stakeholder Involvement	\$82,562.66
3.0 Analysis	\$41,236.34
4.0 Recommendations and Strategies	\$67,210.98
5.0 Performance Based Planning	\$14,744.47
6.0 Financial Plan	\$27,005.43
7.0 MTP Assistance	\$64,329.21
7.0 MTP	\$42,654.35
<b>Total Expenses (e.g., mileage, lodging, notices, exhibit boards, etc.)</b>	\$15,000.00
<b>TOTAL FEE PROPOSAL</b>	<b>\$376,504.25</b>

**ATTACHMENT B**  
**WORK SCHEDULE**



## **FEDERAL REQUIREMENTS**



# LAREDO & WEBB COUNTY

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All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Laredo and Webb County Area MPO must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

#### ***Definition***

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

#### ***Age Discrimination Act of 1975***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### ***Americans with Disabilities Act of 1990***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

#### ***Byrd Anti-Lobbying Amendment***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and subconsultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

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of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### ***Civil Rights Act of 1964 – Title VI***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### ***Civil Rights Act of 1968***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of *Civil the Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201)

#### ***Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and





# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

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the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

#### *Contract Work Hours and Safety Standards Act*

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

#### *Copeland “Anti-Kickback” Act*

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the with the Copeland “Antikickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the constructor, completion, or repair of public work, to give up any part of compensation to which he or she is otherwise entitled.



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#### ***Davis-Bacon Act***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

#### ***Debarment and Suspension***

All suppliers, contractors, subcontractors, consultants, and subconsultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### ***Drug-Free Workplace Regulations***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

#### ***Education Amendments of 1972 (Equal Opportunity in Education Act)-Title IX***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.



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***Energy Policy and Conservation Act***

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

***Fly America Act of 1974***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

***Hotel and Motel Fire Safety Act of 1990***

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

***Limited English Proficiency  
(Civil Rights Act of 1964, Title VI)***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

***Patents and Intellectual Property Rights***

Unless otherwise provided by law, suppliers,



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## AREA METROPOLITAN PLANNING ORGANIZATION

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contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### ***Procurement of Recovered Materials***

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### ***Terrorist Financing***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

#### ***Trafficking Victims Protection Act of 2000***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

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#### ***Rehabilitation Act of 1973***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### ***Universal Identifier and System of Award Management (SAM)***

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

#### ***USA Patriot Act of 2001***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### ***Whistleblower Protection Act***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### ***Termination Provisions***

Laredo and Webb County Area MPO may terminate



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

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any resulting contract should the Contractor fail to abide by its requirements.

#### *Legal Remedies Provisions*

In instances where the Contractor violates or breaches contract terms the MPO shall use such sanctions and penalties as may be appropriate.

#### *Conflict of Interest Provisions*

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one-year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

#### *Access to Records and Record Retainage*

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The Laredo and Webb County Area MPO, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV.C.**

**Discussion with possible action on transportation planning activities and initiatives to improve the safety of the regional transportation network.**





# Laredo & Webb County Area Metropolitan Planning Organization 2023 Safety Planning Report

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Transportation Planning and Programming Division



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# Safety Planning Report Profiles

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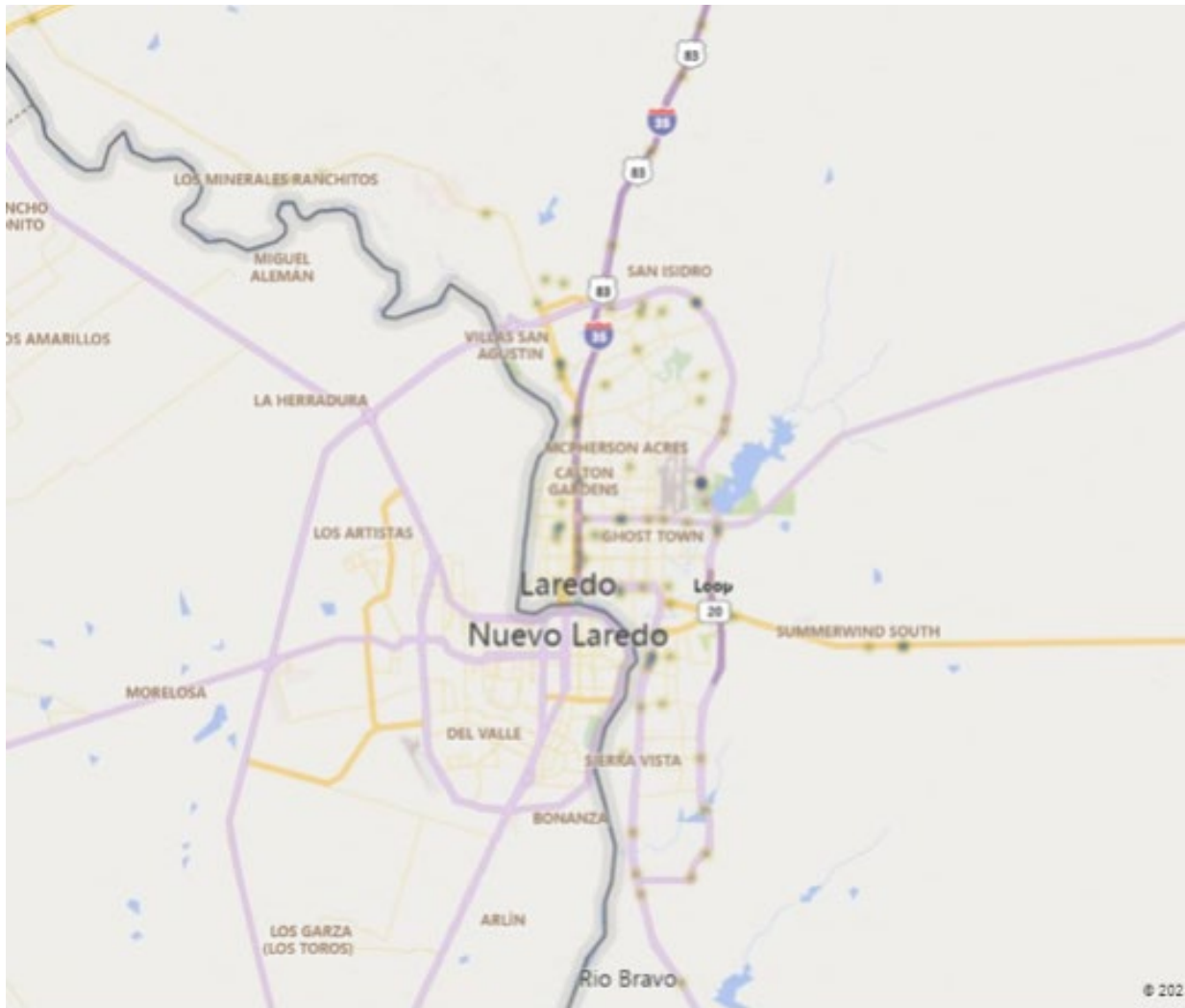
## Laredo & Webb County Area Metropolitan Planning Organization

### *Data-Driven Plan of Action*

The Laredo & Webb County Area MPO (LWCAMPO) relies on Crash Record Information System (CRIS) and Fatal Accident Reporting System (FARS) data utilized by planning consultants to develop and track all safety metrics. The safety data are incorporated into project selection, planning, and development. The data are used within regional planning products including the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP).

The metropolitan planning organization (MPO) does not have a specific safety plan but uses safety data for project decision making in the TIP. LWCAMPO uses the grouped project control section jobs (CSJs) that covers various potential safety projects in the region as funds become available. Safety projects can include construction or replacement/rehabilitation of guardrails, median barriers, crash cushions, pavement markings, skid treatments, medians, lighting, highway signs, curb ramps, railroad/highway crossing warning devices, fencing, intersection improvements (e.g., turn lanes), signalization, and interchange modifications.

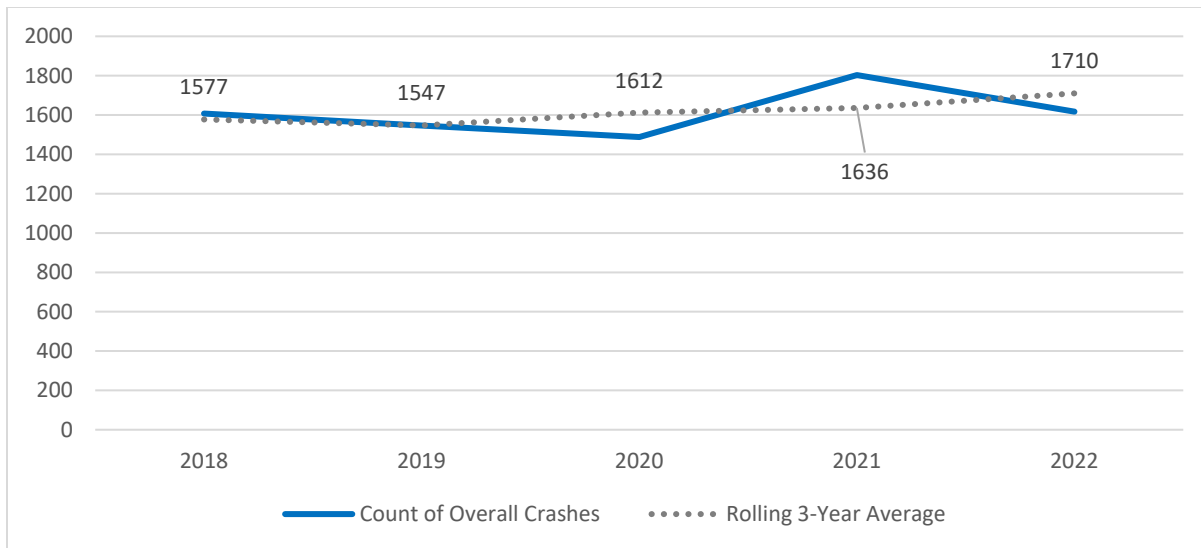
The following safety trends were determined from a 2023 Texas Transportation Institute (TTI) analysis of the Texas Department of Transportation (TxDOT) CRIS data set examining the data years 2018–2022. As shown in Figure 1, fatal crashes in the LWCAMPO region were distributed fairly evenly throughout the region along on-system roadways and major roadways. Major roads that have some crash concentrations include IH 35, SL 20, and FM 1472.



*Figure 1. Location of Fatal Crashes in the LWCAMPO Region from 2018 to 2022*

*(Source: TTI Center for Transportation Safety)*

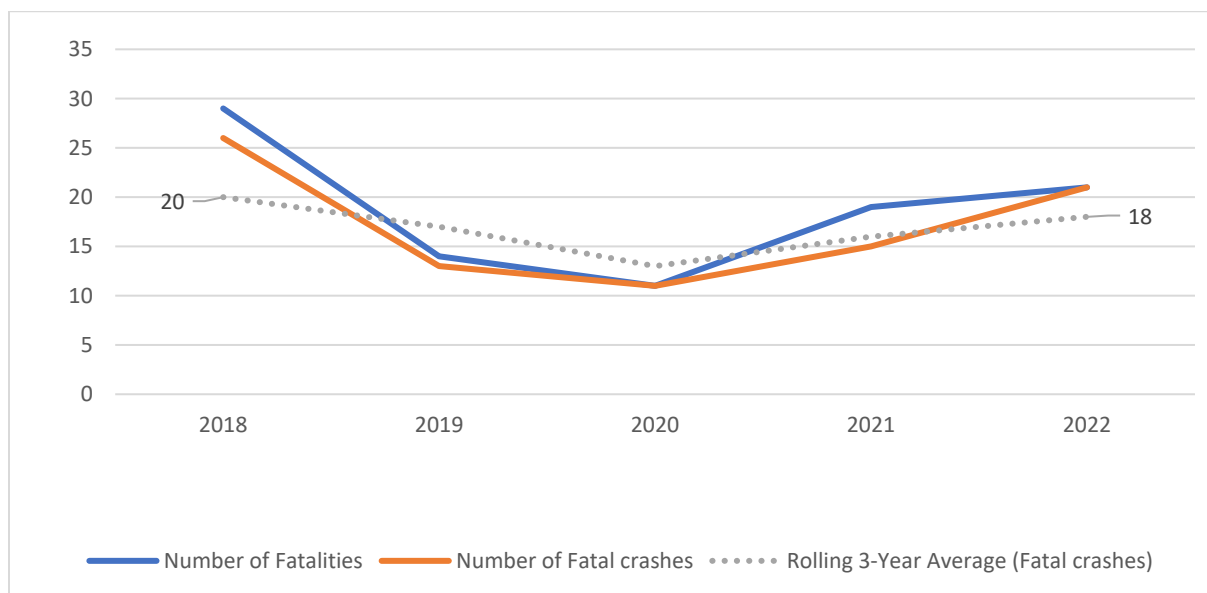
Figure 2 displays a very slight upward trend in overall crash counts. The low volume of 1,488 crashes in 2020 and the high volume of 1,803 in 2021 stand out from the relatively constant three-year rolling average and trend.



**Figure 2. Overall LWCAMPO Regional Crash Trend**

(Source: TTI Center for Transportation Safety)

Fatal crash and fatality trends based on CRIS data from 2018 to 2022 are depicted in Figure 3. The number of fatalities is very close to the number of fatal crashes in most of the five years. The standout exceptions are in the years 2018 and 2021. Fatal crashes and fatalities decreased by about 50 percent from 2018 to 2019 and then decreased further in 2018. The trend showed increases though in 2021 and 2022.

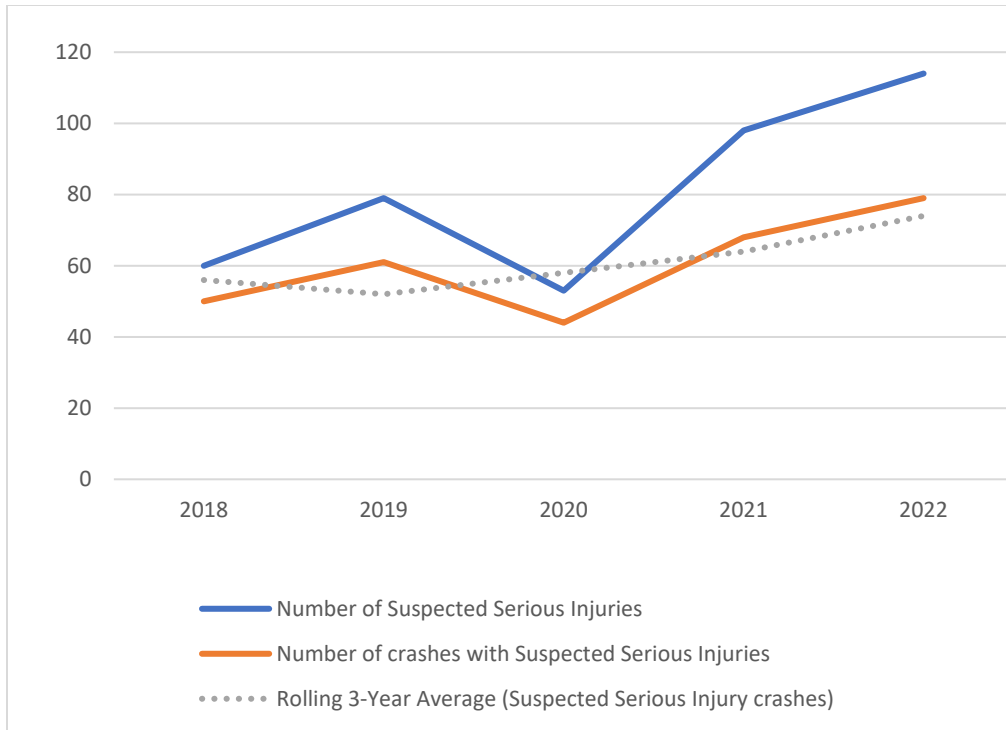


**Figure 3. Fatalities and Fatality Crashes from 2018 to 2022**

(Source: TTI Center for Transportation Safety)



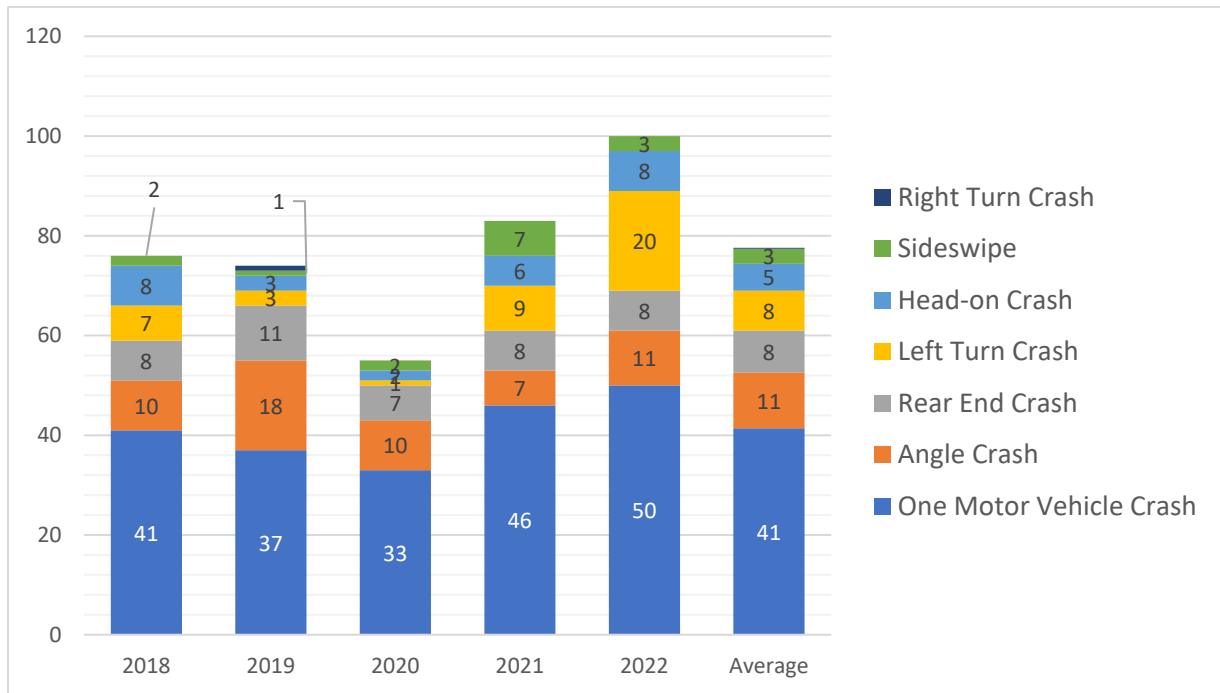
The trend in suspected serious (SSI) injuries and SSI crashes is shown in Figure 4. The number of SSI injuries and incidents each about doubled from 2019 to 2022. In the interim years, SSI incidents and injuries increased and decreased erratically.



*Figure 4. Suspected Serious Injuries and Crashes from 2018 to 2022*

*(Source: TTI Center for Transportation Safety)*

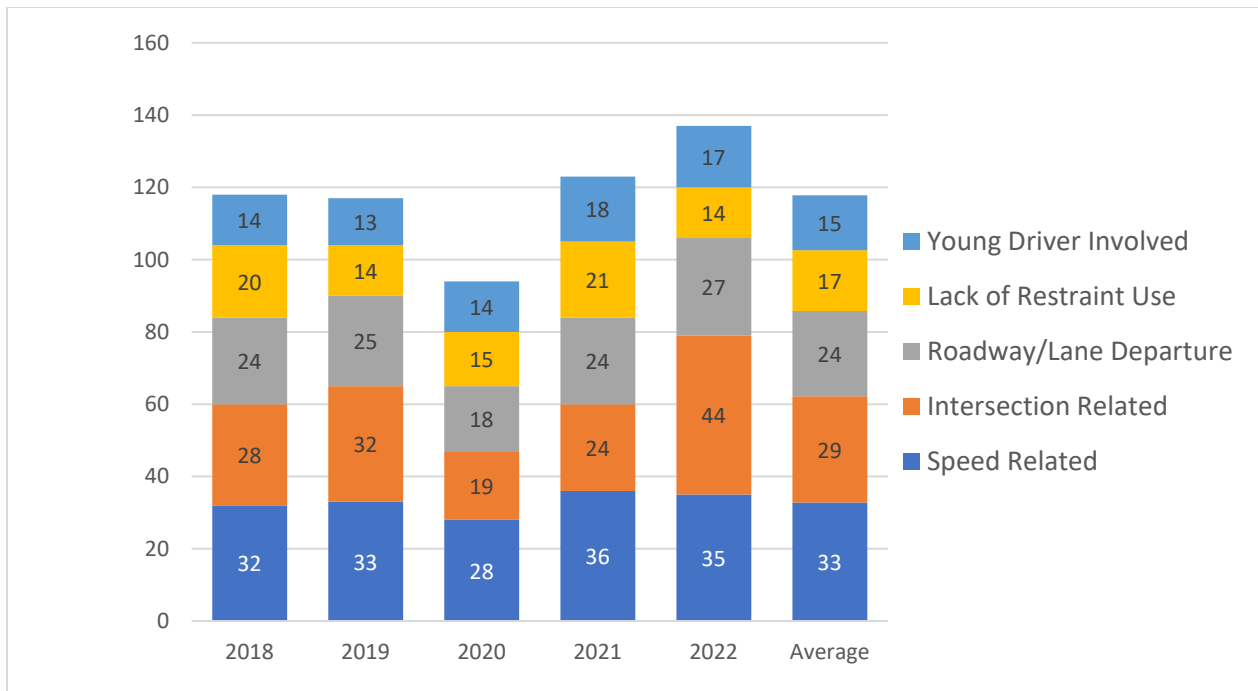
The distribution of fatal and serious injury crash types is shown in Figure 5. One outstanding observation is that one motor vehicle (OMV) crashes were by far the leading type of crash during the five-year period.



**Figure 5. Fatal and SSI Crash Type Distributions from 2018 to 2022**

(Source: TTI Center for Transportation Safety)

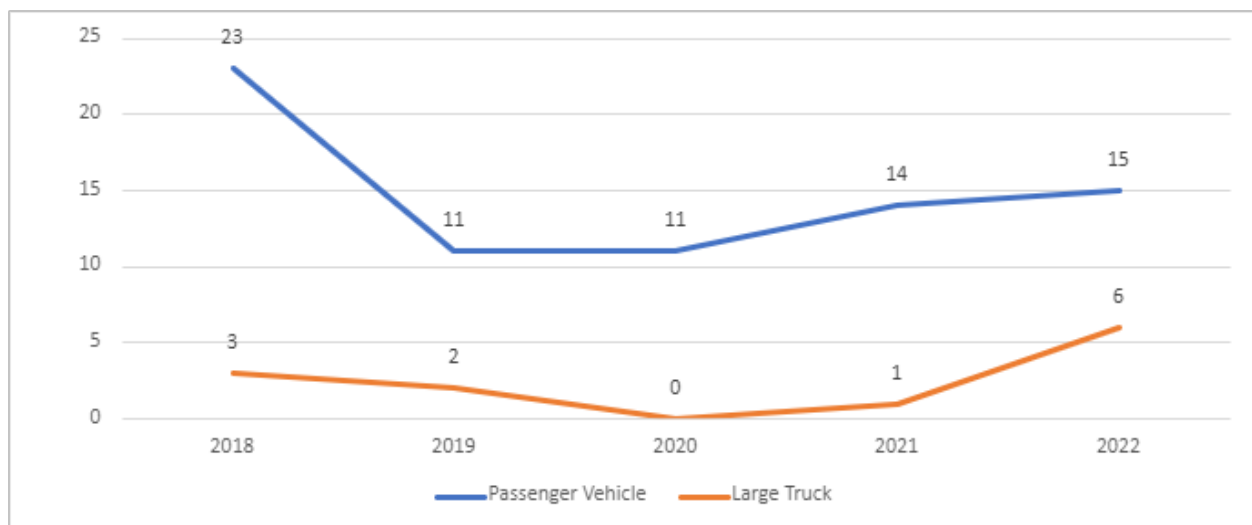
The distribution of the top five contributing factors from the region’s safety emphasis areas is shown in Figure 6. In four of the five years, speed was the leading contributing factor, with intersection related crashes emerging as the leading crash type in 2022. Roadway/lane departure was the next leading contributing factor during the five-year period.



**Figure 6. Distribution of the Top Five Regional Contributing Factors in Fatal and SSI Crashes from 2018 to 2022**

(Source: TTI Center for Transportation Safety)

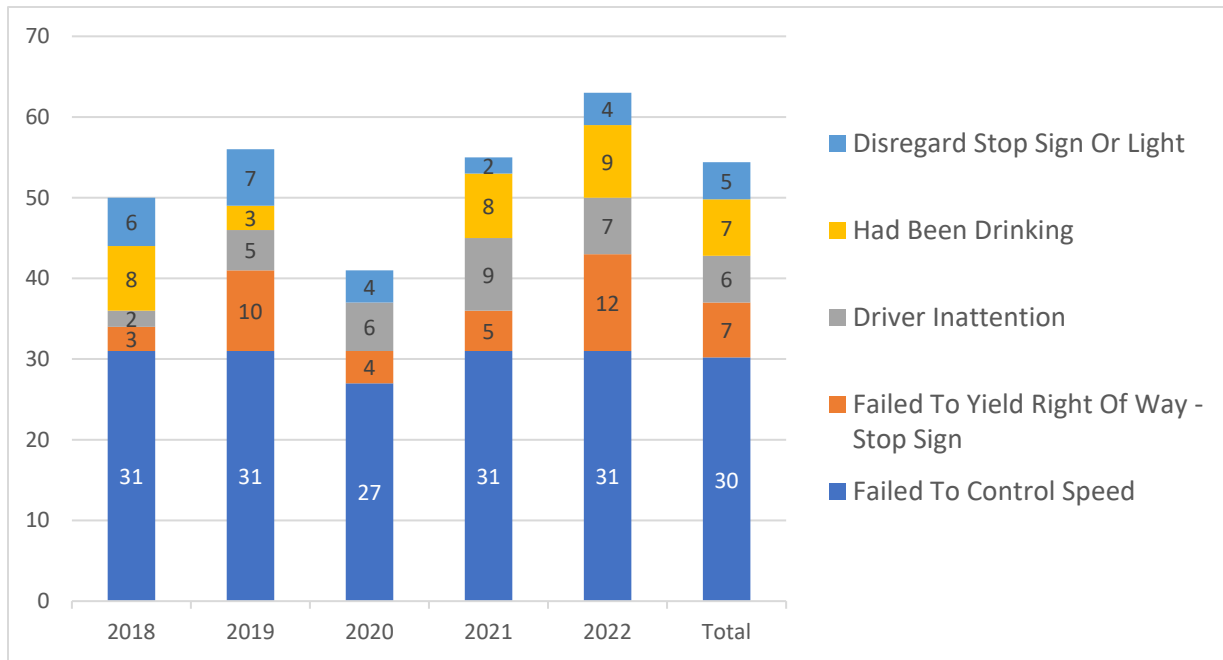
Figure 7 depicts the trends in fatal crashes for passenger vehicles and trucks from 2018 to 2022. Truck-involved fatal crashes remained relatively steady during this period, until 2022 when a significant increase occurred. Passenger vehicle-only fatal crashes decreased by more than 50 percent from 2018 to 2019. After two years with 11 crashes each, the trend began increasing in 2021 and 2022.



**Figure 7. Fatal Crash Counts by Auto and Truck over Five Years**

(Source: TTI Center for Transportation Safety)

Figure 8 displays the top five contributing factors for fatal and serious crashes in the MPO region. Failure to control speed was by far the top factor. Driver inattention and failure to yield right of way – stop sign displayed the largest growth on average.



**Figure 8. Top Five Regional Contributing Factors for Fatal and Suspected Serious Injury Crashes**

(Source: TTI Center for Transportation Safety)

### Performance Measures

The LWCAMPO has adopted TxDOT’s safety performance measures and targets. The MPO staff stated that it would be very time consuming to amend documents and maintain the necessary data to set their own targets given limited staff resources. Appendix B of the TIP includes safety and other performance targets.

The MPO uses CRIS and FARS data, along with other sources such as the National Automotive Sampling System. Regarding the CRIS data, MPO staff has cross-referenced these data with Laredo Police Department data due to identified inconsistencies.

The MPO has not yet looked at crash types, factors, or root causes. The staff has focused on reviewing fatalities and highest crash frequency locations. The MPO uses safety data when considering specific projects and in the project scoring and selection process. The MPO staff also uses safety data when developing the MTP and specific plans, as well as for general public outreach.

### Coordination and Outreach

The LWCAMPO coordinates with all member entities regarding safety planning, including the following entities and specific entity departments or groups:

- TxDOT Laredo District.
- Independent school districts.
- Webb County-City of Laredo Regional Mobility Authority (RMA).
- City of Laredo Traffic Department.
- City of Laredo Planning Department.
- Webb County Planning Department.

Freight operators and the warehousing industry, along with TxDOT, engaged LWCAMPO on congestion and mobility issues along FM 1472, creating the FM 1472 Mobility Task Force. Another collaboration, between the RMA and MPO, was to create the River Road Route Analysis. This effort is to identify a new facility alignment for a road that would separate non-commercial vehicles from FM 1472, improving mobility and safety.

Following its Public Participation Plan (PPP) requirements, the MPO engages the public in all matters, including safety planning activities and document preparation. The MPO staff has developed an interested parties list that enables them to send emails and other correspondence to stakeholders. Other stakeholders contact the LWCAMPO through its website and attend Policy Committee meetings. The MPO staff also provide opportunities for the public to comment when the Policy Committee adopts safety targets.

While the MPO staff has not made many presentations to civic and similar groups, it has presented information to the City of Laredo Planning & Zoning Board and similar groups. The MPO staff plan to increase outreach to schools, building upon past United High School Career Day presentations. Realizing that transportation planning will accommodate today's students, the MPO has engaged students by having them complete surveys specifically for the Active Transportation Plan and will probably do the same activity during the next MTP update process. The Active Transportation Committee recently facilitated a back-to-school safety discussion that included members of the Laredo Police Department and local school district police departments.

The LWCAMPO staff maintains safety information on the MPO website. Currently the data are mainly national level data, but the MPO plans to expand it to increase local data content. Some interactive maps are posted on the website, and the MPO uses interactive maps in Policy Committee and Transportation Advisory Committee (TAC) presentations. The MPO also produces static heat maps to display safety information.

### *Alignment with Other Plans and Efforts*

#### **Safety-Related Documents and Materials**

The MPO staff is aware of the City of Laredo Hazardous Materials Guidance Manual, which includes a requirement for Hazardous Materials Management Plans to be filed in advance of transporting hazardous materials. The LWCAMPO also coordinates with El Metro's (the local transit authority) Public Transportation Agency Safety Plan (PTASP). In addition, Chapter 6 of

the Active Transportation Plan addresses the complete street concept. Safety is one of the four main themes of the Active Transportation Plan.

The MTP includes Chapter 9–Safety, Security, and Resiliency, which focuses on safety issues and strategies. Other chapters that address safety include the following:

- Bike/Ped (Chapter 6).
- Congestion Management Process (Chapter 11).
- Performance Management (Chapter 12).

**Work Plan and Priorities**

The MPO has a project scoring process that incorporates safety as a criterium for projects programmed in the TIP, included in the Unified Transportation Program (UTP), and planned in the MTP. The MTP includes Goal 1, which states, “Provide a transportation system network that is safe and secure for all transportation modes and all system users.” This goal is supported by the following objectives:

- Support projects that address existing and identified safety or security needs.
- Support projects, programs, and strategies that advance safety and secure travel for all users.
- Continue coordination with TxDOT to meet federal safety performance targets.

**Prioritized Projects**

Table 1 illustrates category funding balances over the life of the current 2023 UTP for Categories 2, 5, and 7 for the LWCAMPO.

*Table 1. Laredo & Webb County Area MPO 2023 Funding Balances for Category 2, 5, and 7*

*(Sources: 2023 UTP, TxDOT Category Analys Report, and TxDOTCONNECT data)*

Category 2	Category 5	Category 7
\$0	\$0	\$6,885,412

The MPO staff also recognizes that newly available carbon reduction (CR) funds may be used on projects that also have safety benefits.

The MPO Active Transportation Committee wants to develop public service announcements (PSAs) related to bicycle safety for National Bike Month, which is in May of each year. The MPO staff also plan to work with the City of Laredo public information office and health department teams to help develop and distribute the PSAs.

The LWCAMPO member entities have adopted safety countermeasures including the following examples:

- Speed humps on streets.

- Four-way stop intersection on International Boulevard.
- Speed notification trailers encouraging motorists to slow down.
- “Stop for Pedestrian” (according to state law) signs at pedestrian crossings.
- Roundabouts.
- Bicycle lanes (striped on roads and one that is completely separated from the road).
- Twelve-foot shared bike/ped paths (mainly on city street principal arterials, including Springfield [north extension] and Los Presidents East).
- Flashing beacons at pedestrian crossings.
- Restriped lanes on faded markings.

The Laredo area has a very high bicycle use relative to other areas of similar size, due to the low automobile ownership levels. In addition, many people walk their bicycles across international bridges from Nuevo Laredo in Mexico. The MPO recognizes a continuing need for additional bike lanes throughout the metropolitan area.

In its Category 9 project application, the MPO includes a request for applicants to explain how a nominated project would address safety and how it relates to countermeasures. To aid applicants in this effort, the MPO includes a link to the Federal Highway Administration (FHWA) countermeasures.

Table 2 lists the MTP projects that were identified as being safety related, due to their Category 8 funding sources.

*Table 2. Laredo & Webb County Area MPO Funded Safety Projects*

(Source: LWCAMPO MTP 2020-2045)

CSJ	Roadway	Sponsor	Funding Category	Fiscal Year	Description	Reference Document	Amount
001806201	IH 35	TxDOT	8	2020	Wrong way driver advanced technology	MTP	\$58,045
008601093	SH 359	TxDOT	8	2020	Install raised median	MTP	\$1,353,740
008601095	SH 359	TxDOT	8	2020	Install raised median	MTP	\$688,677

### *Achievements and Next Steps*

The LWCAMPO plans to continue working with member entities and the Active Transportation Committee on safety planning efforts and outreach. The MPO staff has

expressed a desire to make information easy for the public to access. One method to accomplish this will be to increase visualization of data and information.

The MPO staff also stated that there seems to be a disconnect between MPO work and other entities' implementation efforts. The MPO staff wants to develop techniques to ensure that project implementation addresses needs resulting from the MPO transportation planning process, including the federally required 3-C process. There are opportunities to improve communication and public buy-in for the overall transportation planning and programming process. The MPO staff stated that it wants to get the best results for the motoring public.

Specific next steps included analyzing and considering Complete Street concepts and opportunities, as well as safety treatments beyond the currently used speed humps. Related to this effort, the City of Laredo Traffic Department is looking at their speed hump related ordinance to determine if any changes are needed.

The MPO director stated that he wants the MPO to play a larger role in all safety related activities and help determine how to move forward with them. One such effort may include adding a safety planning committee or task force to help identify problem areas and a menu of appropriate countermeasures and treatments. Other potential tools include interactive and crowdsourcing maps on the MPO's website. These tools would allow the general public to provide input at any time, not only when the MPO reaches out with specific public meetings or workshops.

A complimentary effort to increasing public input would be using data to compare public perceptions with actualities.

The MPO staff wants to increase overall public outreach, including presentation to civic organizations, schools, and stakeholders.

The regional mobility authority (RMA) won a Safe Streets and Roads for All (SS4A) grant, with the MPO and City of Laredo as partners. It is notable that the RMA and City of Laredo each paid half of the grant writer expenses to prepare the grant, which the MPO reviewed. The MPO also provided data, shared plans and relevant information, and secured letters of support to help the grant writing process. Using locally generated matching funds, the RMA will take the lead in developing a comprehensive safety action plan.



## Appendix A. Interview Documentation

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### Laredo & Webb County Metropolitan Planning Organization

Interview Date: April 11, 2023  
Media: Microsoft Teams  
MPO Staff Present: Juan Mendive, Julio Nino  
TTI Interviewer: Bill Frawley  
TPP Field Representative: Sara Garza



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV.D.**

**Discussion with possible action to program Category 7 funds for the Mangana-Hein Roadway Expansion Project and the Vallecillo Road Project, and receive public testimony to initiate a 10-day comment period to include the proposed programming revisions to the 2020-2045 Metropolitan Transportation Plan (MTP).**

**LAREDO & WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION  
ACTION ITEM**

<b>DATE:</b> 10-18-23	<b>ITEM:</b> IV.D
<b>SUBJECT:</b> MOTION <p>A. Discussion with possible action to program Category 7 funds for the Mangana-Hein Roadway Expansion Project and the Vallecillo Road Project, and receive public testimony to initiate a 10-day comment period to include the proposed programming revisions to the 2020-2045 Metropolitan Transportation Plan (MTP):</p> <ol style="list-style-type: none"><li>1. Addition of the Mangana-Hein Roadway Expansion Project Segment 1 ROW/ preliminary engineering phase in FY 2025 with an estimated project cost of \$926,980. Category 7 funds in the amount of \$100,000 are proposed for this project phase. The project sponsor is Webb County.</li><li>2. Addition of the Mangana-Hein Roadway Expansion Project Segment 2 ROW/ preliminary engineering phase in FY 2025 with an estimated project cost of \$1,012,816. Category 7 funds in the amount of \$100,000 are proposed for this project phase. The project sponsor is Webb County.</li><li>3. Addition of the Mangana-Hein Roadway Expansion Project Segment 1 Construction Phase in FY 2033 with an estimated project cost of \$13,562,500. Category 7 funds in the amount of \$13,562,500 are proposed for this project phase. The project sponsor is Webb County.</li><li>4. Addition of the Mangana-Hein Roadway Expansion Project Segment 2 Construction Phase in FY 2034 with an estimated project cost of \$7,160,000. Category 7 funds in the amount of \$7,160,000 are proposed for this project phase. The project sponsor is Webb County.</li><li>5. Programming of an additional \$1,312,592 in Category 7 funds for the Vallecillo Road Project intended to provide for the construction of a new 4 lane [off-system] highway with a continuous turn lane. The project sponsor is the Webb County-City of Laredo Regional Mobility Authority and the proposed letting date is FY 2026.</li></ol>	
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Juan S. Mendive, AICP, MPO Director
<b>PREVIOUS ACTION:</b> On January 21, 2020, the Policy Committee adopted the 2020-2045 Metropolitan Transportation Plan (MTP). The Policy Committee approved Revision #1 on April, 20, 2020, Revision #2 was approved on June 15, 2020. Revision #3 was approved on February 22, 2021. Revision #4 was an administrative modification on April 19, 2021. Revision # 5 was approved on February 8, 2022. On October 19, 2022, the Policy Committee approved Revision # 6 through Resolution No. MPO 2022-09. On January 18, 2023, the Policy Committee approved Revision #7 through Resolution No. MPO 2023-02. Revision # 8 was approved on July 19, 2023 through Resolution No. MPO 2023-09.	

**LAREDO & WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION  
ACTION ITEM**

**BACKGROUND:**

Metropolitan Planning Organizations are required to develop and update the Metropolitan Transportation Plan (MTP) for their respective metropolitan area covering a planning horizon of at least 20 years. The Laredo Metropolitan Transportation Plan is an official, comprehensive, intermodal transportation plan developed and adopted for the metropolitan planning area. The 2020-2045 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 the region.

The proposed revision is intended to add the Mangana-Hein Roadway Expansion project ROW/preliminary engineering and construction phases while programming Category 7 funds for the project. Additionally, the proposed revision intends to program an additional \$1,312,592 for the Vallecillo Road Project (CSJ 0922-33-205), which is currently listed on both the MTP and the 2023-2026 Transportation Improvement Program (TIP). The proposed Category 7 funding amounts include the 80% federal share and 20% local match requirement.

If the programming of funding is approved and proposed revisions are accepted, a 10-day public review and comment period will be initiated. After the public review and comment period, a resolution to adopt the proposed revisions will be presented at the next regularly scheduled Policy Committee meeting.

**COMMITTEE RECOMMENDATION:**

The Technical Committee recommends approval.

**STAFF RECOMMENDATION:**

Staff recommends approval.



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Mangana-Hein Roadway Expansion Programming Request

**Summary:**

Webb County has submitted a request to program category 7 funds for segments 1 and 2 of the Mangana-Hein Roadway Expansion project with a ROW phase in FY 2025 and a construction phase beginning in FY 2033. Considering that the ROW is owned by the City of Laredo in segment 2, an interlocal agreement will be required for Webb County to serve as the project sponsor for the project. The proposed category 7 funding amounts include the 80% federal share and 20% local match requirement.

CSJ	PROJECT NAME	SCOPE	FROM	TO	PROJECT SPONSOR	YEAR	YOE COST	CAT 7 REQUEST
Pending	Mangana Hein Roadway Expansion Segment 1 ROW	PE/ROW Phase for Mangana-Hein Roadway Expansion	2.43 mi. East of SH20 (Cuatro Vientos Blvd.)	SH 20 (Cuatro Vientos Blvd.)	Webb County	FY2025	\$926,980	\$100,000
Pending	Mangana Hein Roadway Expansion Segment 1 Construction	Widen Mangana-Hein Roadway from 2 lanes to 4 lanes	2.43 mi. East of SH20 (Cuatro Vientos Blvd.)	SH 20 (Cuatro Vientos Blvd.)	Webb County	FY2033	\$13,562,500	\$13,562,500
Pending	Mangana Hein Roadway Expansion Segment 2 ROW	ROW Phase for Mangana-Hein Roadway Expansion	SH 20 (Cuatro Vientos Blvd.)	US83	Webb County	FY2025	\$1,012,816	\$100,000
Pending	Mangana Hein Roadway Expansion Segment 2 Construction	Widen Mangana-Hein Roadway from 2 lanes to 4 lanes	SH 20 (Cuatro Vientos Blvd.)	US83	Webb County	FY2034	\$7,160,000	\$7,160,000

Laredo Webb County Area MPO Category 7 Funding													
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
<b>Total Targets</b>	\$56,794,853	\$8,154,760	\$8,317,866	\$8,484,234	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,956	\$8,157,956	\$147,015,379
<b>MPO Programmed</b>	\$56,794,853	\$8,154,760	\$8,317,866	\$8,484,234	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,959	\$3,238,779	\$0	\$0	\$125,780,287
<b>Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,919,180</b>	<b>\$8,157,956</b>	<b>\$8,157,956</b>	<b>\$21,235,092</b>

CSJ	MPO Programmed Projects	Programmed (\$)	Fiscal Year (FY) Letting
3843-02-002	Hachar-Reuthinger Road (SH 84)	\$100,000,000	FY 24
0922-33-213	World Trade Bridge Expansion	\$1,250,000	FY 24
0086-16-008	Interchange at Lomas del Sur & SL 20	\$7,030,287	FY 25
0922-33-205	Vallecillo Road	\$16,500,000	FY 26
TBD	Outer Loop south segments ROW Phase	\$1,000,000	FY 28
<b>MPO Total Programmed</b>		<b>\$125,780,287</b>	



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV.E.**

**Discussion with possible action to approve  
Resolution No. MPO 2023-12 supporting the functional classification of  
Hachar-Reuthinger Road (SH 84), a new roadway location, as  
"Other Principal Arterial".**

**LAREDO & WEBB COUNTY AREA METROPOLITAN ORGANIZATION (LWCAMPO)  
ACTION ITEM**

<b>DATE:</b> 10-18-2023	<b>ITEM:</b> IV.E
<b>SUBJECT:</b> RESOLUTION Discussion with possible action to approve Resolution No. MPO 2023-12 supporting the functional classification of Hachar-Reuthinger Road (SH 84), a new roadway location, as “Other Principal Arterial”.	
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Juan S. Mendive, AICP MPO Director
<b>PREVIOUS POLICY ACTION:</b> None	
<b>BACKGROUND:</b> The Federal-Aid Highway Act of 1973 required the use of FC to update and modify the federal-aid highway system, a requirement that is still effective today. Under federal statutes and regulations, state transportation agencies have the primary responsibility for designating and updating public roadway FC in rural and urban areas to clearly define the role each element of the roadway network plays in serving various travel needs. The use of FC determines eligibility for federal funding.  MPO’s are required to coordinate the with TxDOT Districts for Functional Classification requests. The State Highway 84 (CSJ 3483-02-002) in Webb County is an 8-mile route planned to connect FM 1472 eastward to Interstate 35. The MPO is recommending approval for the federal Functional Classification (FC) of State Highway 84 as “Other Principal Arterial”. This request will be submitted to the Texas Department of Transportation Planning and Programing(TPP) Division and to the U.S Department of Transportation Federal Highway Administration for approval prior to letting for construction.  See attached map.	
<b>FINANCIAL IMPACT:</b> None	
<b>COMMITTEE RECOMMENDATION:</b> The MPO Technical Committee recommends approval of resolution no. MPO 2023-12.	<b>STAFF RECOMMENDATION:</b> Staff recommends the MPO Policy Committee approval of resolution no. MPO 2023-12.





# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### RESOLUTION NO. MPO 2023-12

BY THE LAREDO AND WEBB COUNTY AREA  
METROPOLITAN PLANNING ORGANIZATION  
POLICY COMMITTEE

#### **SUPPORTING THE FUNCTIONAL CLASSIFICATION OF HACHAR-REUTHINGER ROAD (SH 84) TO OTHER PRINCIPAL ARTERIAL.**

**WHEREAS**, the Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO), is the designated Metropolitan Planning Organization, for the Laredo Urbanized Area; and,

**WHEREAS**, the Federal-Aid Highway Act of 1973 requires the use of Functional Classification (FC) to update and modify the federal-aid highway system; and,

**WHEREAS**, the MPO's are required to coordinate with TxDOT Districts for Functional Classification requests; and,

**WHEREAS**, the Hachar-Reuthinger Road project entails constructing a new four-lane divided highway, extending approximately 8.4 miles and connecting FM1472 (Mines Road) eastward to Interstate 35; and,

**WHEREAS**, on May 25, 2023, the Texas Transportation Commission approved through minute order 116486 that SH 84 is designated on the state highway system along a new location from FM 1472 eastward to Interstate 35, a distance of 8.0 miles; and

**NOW THEREFORE BE IT RESOLVED**, by the Laredo and Webb County Area Metropolitan Planning Organization (LWCAMPO), that:

Section 1: The Laredo and Webb County Area MPO hereby approve Resolution No. MPO 2023-12 support and accept the functional classification of Hachar-Reuthinger Road (SH 84) CSJ 3483-02-2002 to Other Principal Arterial.

Section 2: This request will be submitted to the Texas Department of Transportation Planning and Programming (TPP) Division and to the U.S. Department of Transportation Federal Highway Administration for approval prior to letting of construction.

**We certify that the above resolution was passed and adopted on this 18th day of October 2023, at a public meeting of the Policy Committee of the Laredo and Webb County Area Metropolitan Planning Organization (LWCAMPO).**

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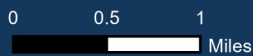
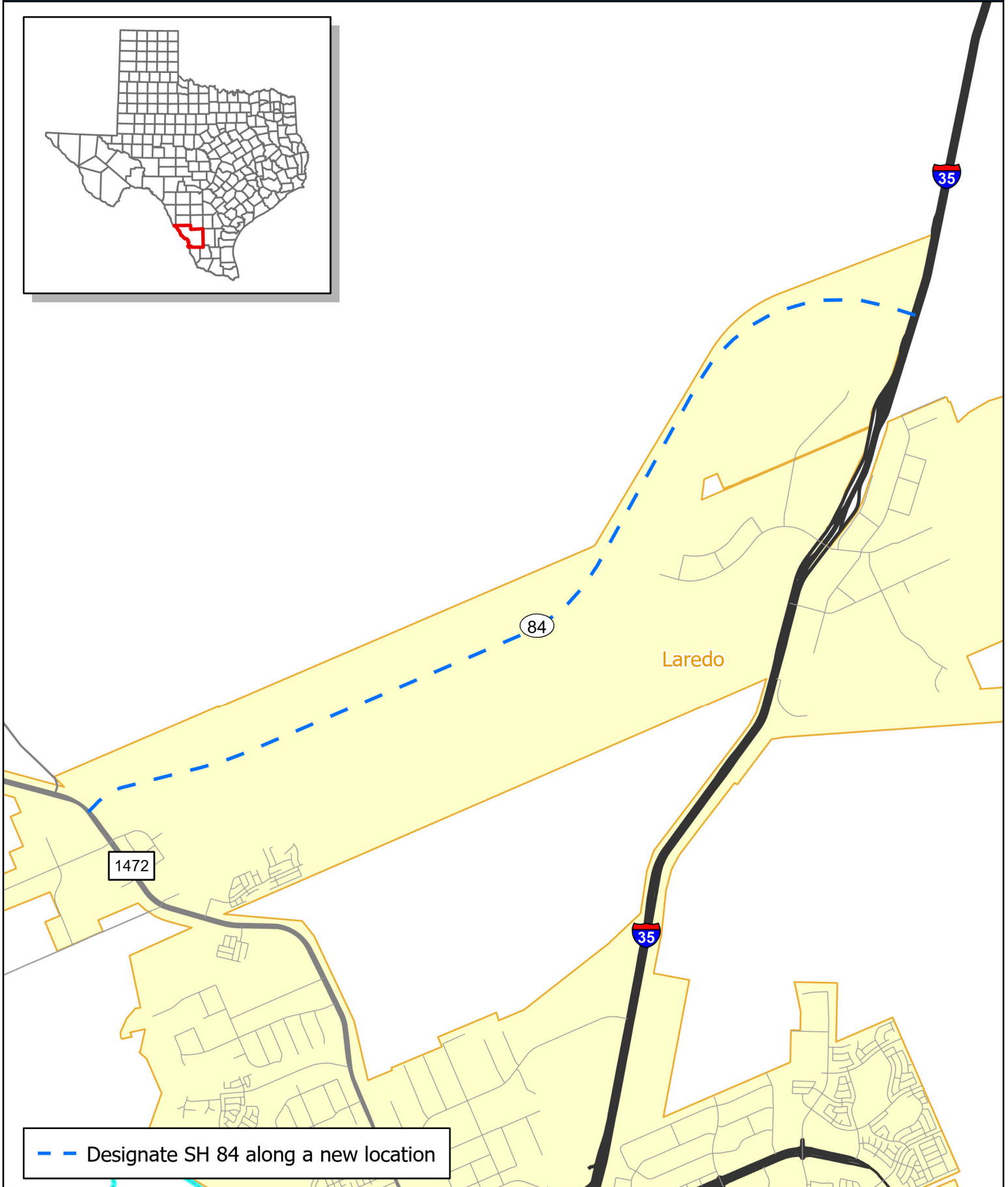
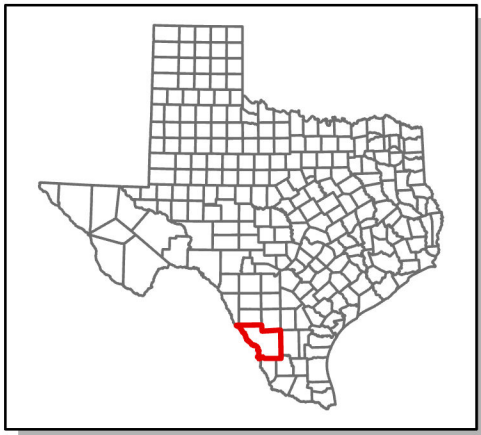
Honorable Tano E. Tijerina  
Webb County Judge and Chairperson of the  
LWCAMPO Policy Committee

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Juan S. Mendive, AICP  
MPO Director

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Epigmenio "Epi" Gonzalez, P.E.  
TxDOT District Engineer





# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV.F.**

**Discussion with possible action on the Hachar-Reuthinger Road project.**



# ***Finding of No Significant Impact for a FHWA Project***

**Proposed Action:** Hachar-Reuthinger Road Project

**Project Limits:** From FM 1472 to I-35 Southbound Frontage Road

**City:** Laredo

**County:** Webb

**State:** Texas

**TxDOT CSJ(s):** 0922-33-165 and 0922-33-166

In accordance with 23 CFR Section 771.119 and Section 771.121, the Texas Department of Transportation (TxDOT) has determined that Hachar-Reuthinger Road project will not have a significant impact on the human or natural environment.

This Finding of No Significant Impact (FONSI) for the Preferred Alternative is based on the final Environmental Assessment (EA) dated August 2023 and the entire project record. This decision documents the selection of Build Alternative, presented in the final EA as the Preferred Alternative, which is described as:

The proposed Hachar-Reuthinger Road will provide a new roadway on new location for approximately 8.4 miles from FM 1472 (aka Mines Road) northbound lane east to the southbound (western) frontage road of I-35 approximately 2 miles north of the I-35/Beltway Parkway/Uniroyal Drive overpass. The proposed roadway would consist of a four-lane divided facility with two lanes of travel in each direction. The proposed roads would consist of two 12-ft. wide travel lanes with 4-ft. wide inside shoulders and 10-ft. wide outside shoulders. Intersections with turnarounds would be constructed at the intersection of the future Beltway Parkway and at two additional locations based upon the City of Laredo Thoroughfare Plan. These two currently unidentified intersections will be located approximately 2.4 miles east of Mines Road/FM 1472 intersection, and approximately 1.5 miles northeast of the Hachar Road/Beltway Parkway. A west bound turnaround will be constructed approximately 0.16 miles east of the FM 1472/Hachar-Reuthinger Road intersection. Crossings at Cuervo Creek, Sombbrero Creek, and an Unnamed branch of Sombbrero Creek will be spanned by bridges, while culverts will be installed in the unnamed tributaries of these waterways.

A Notice of Availability of the draft EA was issued on May 24, 2023

A public hearing for this project was held on June 15, 2023.

No changes to the draft EA were made as a result of comments received on the draft EA during the posted comment period or from comments made at the public hearing.

Public Hearing Documentation has been prepared and is available for review on request.

The final EA, and reports contained in the file of record, have been independently evaluated by TxDOT and determined to adequately and accurately discuss the need, purpose, alternatives, environmental issues, impacts of the proposed project, and appropriate mitigation measures. These documents provide sufficient evidence and analysis for determining that preparation of an Environmental Impact Statement is not required. These documents are incorporated by reference into this decisional document.

Based upon TxDOT's review and consideration of the analysis and evaluation contained in the EA for this project, and after careful consideration of all social, economic, and environmental factors, including input



**Finding of No Significant Impact for a FHWA Project**

from the public involvement process, TxDOT hereby issues this Finding of No Significant Impact for the Hachar-Reuthinger Road project from FM 1472 to I-35 Southbound Frontage Road

TxDOT will ensure adherence and completion of all project commitments described in the final EA, dated August 2023, Section 8. TxDOT will ensure that any and all local, state, or federal permit requirements and conditions are met and otherwise complied with.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by TxDOT pursuant to 23 U.S.C. 327 and the Memorandum of Understanding dated December 9, 2019, and executed by FHWA and TxDOT.

DocuSigned by:  
*Doncy Booher*  
FF2EB9A2A91645A...

9/20/2023

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*TxDOT Environmental Affairs Division Director*

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*Date*



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Item V.A.

Status report by the Regional Mobility Authority (RMA).



### WC-CL RMA October 2023 Status Report to LWCAMPO

1. **FM 1472 and Killam Industrial Blvd. Turn Lanes** – Project is pending final walk-through, and TDLR inspection and final Close-out Construction Change Order. Project is 99+% complete.
2. **Springfield Phase III** – Project is complete. Ribbon cutting held on August 8, 2023. Final Invoice Received.
3. **Webb County Fair Grounds TIA** – The TIA report is complete. The WC-CL RMA (RMA) stands ready to provide a presentation to the County at their request.
4. **River Road Corridor Study** – The study is complete. The study's findings were presented to the MPO Policy Committee at the June meeting and to City of Laredo City Council on August 7, 2023.
5. **Vision Zero Webb Laredo Action Plan** – Development of the Action Plan began in September 2023. Activities performed in September include mobilizing the team, data collection, and some preliminary analysis. Activities anticipated for October include assembling action team and advisory committee and preparing project website. Analysis and initial committee meetings will begin through the end of the year, with the first public engagement occurring in February 2024.
6. **Vallecillo Road** – Data collection operations are ongoing. Currently, survey flight operations have completed, and field survey crews will be returning in November for final data collection. Existing utilities data collection is ongoing. ROW survey collection will commence in October. Field utility data collection will commence in November. The utility coordination will commence with the City Utility Coordination Committee in November. The RMA is projecting a Fall 2025 Letting of the project.

As the project sponsor, the executed Advanced Funding Agreement (AFA) is solely between the TxDOT Laredo District and the RMA. Per the details of the AFA, the RMA is financially responsible for items beyond the RMA's committed \$5,363,964 (Category 12 Strategic Partnership monies). It should also be noted that the RMA invested \$335,990.08 in VRF monies for financial planning and preliminary engineering on Vallecillo Road for the purpose of obtaining funding for the implementation of the project.

7. **Concord Hills (Wormser Road/ Lomas Del Sur to Los Presidentes)** – The RMA will sponsor and lead the design and construction of a new location 1.3 mile, 2-lane minor arterial roadway extension from Los Presidentes to Wormser Road/ Lomas Del Sur within a nominal ROW width of 90' in partnership with the City. The RMA has committed \$1 million to the development of the project. The project will provide a parallel route to Cuatro Vientos and provide additional access to the new Laredo Sports Complex and the Municipal Water Park. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement (ILA) between the City and the RMA. The RMA is working with the City to finalize the construction cost estimate for the project and complete the ILA for the project.



8. **Springfield Phase I, II, and IV** – Similar to Springfield Phase III, the RMA has committed up to \$1 million to the City to assist with the funding of the construction of the next Phase of the project. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement between the City and the RMA. The RMA is working with the City to finalize the construction cost estimate for the project and complete the Inter Local Agreement for the project.
9. The WCCL RMA hosted a TRZ workshop on July 19, 2023, to review the TRZ study and implementation process with the City. A second workshop was conducted on 8/28/23. The RMA is awaiting execution of the ILA with the City to commence the North Laredo TRZ Study. Concurrently, the City is considering implementing the Cuatro Vientos TRZ.
10. Other Items:
  - RMA will have their next board meeting on October 24, 2023.



# LAREDO & WEBB COUNTY

AREA METROPOLITAN PLANNING ORGANIZATION

## Item V.B.

Update by TxDOT on the US59 Feasibility Study



# LAREDO & WEBB COUNTY

AREA METROPOLITAN PLANNING ORGANIZATION

## Item VI.

DIRECTOR'S COMMENTS



# LAREDO & WEBB COUNTY

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## AREA METROPOLITAN PLANNING ORGANIZATION

### Director's Report October 18, 2023

1. MPO planners will be attending two upcoming conferences: Esri Gulf Coast User Conference to learn more about best practices in Geographic Information Systems (GIS) and the American Planning Association (APA) State Conference.
2. MPO staff continues to collaborate and coordinate with TxDOT Laredo District and sponsors of Transportation Alternatives Set-Aside (TASA – Category 9) funded projects to support project delivery. We anticipate issuing another TASA Call for Projects in 2024.
3. MPO staff is in the process of updating the Congestion Management Process (CMP) as per 23 CFR 450.322. We will be working with our Technical Committee and engaging stakeholders to update our CMP network and identify congestion management strategies.
4. Upcoming regularly scheduled meetings:
  - Active Transportation Committee – October 25, 2023
  - Technical Committee – November 7, 2023
  - Policy Committee – November 15, 2023
5. We will likely not have a Policy Committee meeting in December unless necessary.



# LAREDO & WEBB COUNTY

AREA METROPOLITAN PLANNING ORGANIZATION

**Item VII.**  
**ADJOURNMENT**