



## MPO POLICY COMMITTEE MEETING

www.laredompo.org

**Meeting Date & Time:** February 19, 2025 at 1:30 PM

**Meeting Location:** City of Laredo Council Chambers, 1110 Houston St., Laredo, Texas 78040

**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 January 15, 2025.
- B. Discussion with possible action to approve Resolution No. MPO 2025-02, adopting and supporting the 2025 Texas Department of Transportation's (TxDOT) Safety Performance Measures (PM1) and Targets.
- C. Discussion with possible action to approve and authorize the execution of Contract Amendment # 1 with WSP USA, Inc. for the 2025-2050 Metropolitan Transportation Plan Update to extend the contract completion date from March 4, 2025 to June 4, 2025. The contract amount will remain the same.

- V. REPORT(S) AND PRESENTATIONS (No action required).
  - A. Status report by the Regional Mobility Authority (RMA).
  - B. TxDOT Project Updates.

VI. DIRECTOR'S COMMENTS

VII. COMMUNICATIONS

VIII. 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, February 14, 2025 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. The accessible ramps are located at 1110 Victoria and 910 Flores. Accessible parking spaces are located at City Hall, 1110 Victoria.

**INFORMACIÓN DE AVISO:**

Un aviso de esta reunión ha sido publicado en las oficinas del gobierno municipal ubicadas en el 1110 de la calle Houston St., Laredo, Texas, en un lugar conveniente y accesible en todo momento para el público. Dicho aviso fue publicado el viernes, 14 de febrero del 2025 a las 5:00 PM. La agenda e información adicional sobre la reunión se han publicado también en línea en el siguiente enlace: <https://www.laredompo.org/agendas-minutes/>.

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.

MPO POLICY COMMITTEE MEETING AGENDA

Declaración de Acceso a la Discapacidad: Esta reunión permite el acceso a personas en silla de ruedas. Las rampas de acceso se ubican en el 1110 de la calle Victoria y en el 910 de la avenida Flores. Los espacios de estacionamiento para discapacitados se encuentran en 1110 Victoria St.

Información en español: Si usted desea más información en español o si desea explicación sobre el contenido, favor de llamar 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:**

***LWCAMPO Chairperson***

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

***LWCAMPO Vice-Chairperson***

Honorable Tano E. Tijerina, Webb County Judge

***City of Laredo Representatives***

Honorable Ruben Gutierrez, Jr., City Councilmember District V  
Honorable Ricardo Rangel Jr., City Councilmember, District II

***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, Mayor Pro-Tempore, District VII

***State Representative***

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

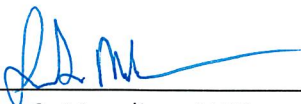
***Member at Large Representative***

Jed A. Brown

***Ex-Officio Representatives***

Honorable Judith Zaffirini, State Senator, District 21  
Honorable Richard Raymond, State Representative, District 42  
Honorable Don McLaughlin, State Representative, District 80

**AGENDA REVIEWED:**



Juan S. Mendive, AICP  
LWCAMPO Director



Mario I. Maldonado, Jr.  
Laredo City Secretary

REC'D CITY SEC OFF  
FEB 14 '25 AM 10:49



# **LAREDO & WEBB COUNTY**

**AREA METROPOLITAN PLANNING ORGANIZATION**

## **Item IV.A.**

**A. Approval of the minutes for the meeting held on January 15, 2025.**





# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### POLICY COMMITTEE

#### MEETING MINUTES

JANUARY 15, 2025

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

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

Judge Tijerina, Vice-Chairperson, called the meeting to order at 1:32 PM.

#### II. CHAIRPERSON TO CALL ROLL

Graciela S. Briones, MPO Planner III, called roll and verified a quorum existed.

#### Regular members present:

Honorable Tano E. Tijerina, Webb County Judge and LWCAMPO Vice-Chairperson  
Honorable Vanessa Perez, Mayor Pro-Tempore, District VII  
Honorable Ricardo "Richie" Rangel Jr., City Councilmember, District II  
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1  
Mr. Epigmenio "Epi" Gonzalez, P.E., TxDOT District Engineer  
Mr. Jed A. Brown, Member-At-Large

#### Regular members not present:

Honorable Dr. Victor D. Treviño, Mayor and LWCAMPO Chairperson  
Honorable Ruben Gutierrez Jr., Council Member, District V  
Honorable John Galo, Webb County Commissioner, Pct. 3

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

Second: CM. Perez  
For: 6  
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 Don McLaughlin, State Representative, District 80

**LWCAMPO Staff present:**

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

**Others:**

Roberto Rodriguez, TxDOT  
Ana Duncan, TxDOT  
Jose D. Vargas, TxDOT  
Ramon Chavez, COL Assistant City Manager  
Jeffrey Gonzalez, COL Traffic  
Juan C. Villarreal, COL Traffic  
Jaime Ortiz, COL Economic Development  
RJ Garza, El Metro Transit  
Anthony Garza, Webb County Consultant  
Blasita J. Lopez, WC-CL RMA/LJA Engineering  
Baltazar Avila, LJA Engineering  
Emily Tedford, WSP

**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 November 20, 2024.**

CM. Perez, made a motion to **approve** the minutes of November 20, 2024.

Second: CM. Rangel  
For: 6  
Against: 0  
Abstained: 0

Motion carried unanimously.

**B. Receive public testimony and approve Resolution No. MPO 2025-01, adopting the 2025-2050 Metropolitan Transportation Plan (MTP). A presentation will be provided by a representative of WSP.**

Juan Mendive, MPO Director, stated the draft 2025-2050 Metropolitan Transportation Plan (MTP) was presented to the Policy Committee in November 2024. He stated the 2025-2050 Metropolitan Transportation Plan (MTP) was a 25-year plan, the framework for the transportation policy in the region. Mr. Mendive, also stated that a 20-day public review and comment period had been opened and there were some comments received that were incorporated into the final draft 2025-2050 Metropolitan Transportation Plan (MTP). Mr. Mendive, continued by stating that a presentation of the final plan would be provided in hopes to adopt the plan and move forward to Federal Highway Administration (FHWA) for their approval. Mr. Mendive, introduced Ms. Emily Tedford, from WSP.

Ms. Tedford, WSP, presented the final 2025-2050 Metropolitan Transportation Plan (MTP) to the Policy Committee. Ms. Tedford, went over the background of the MTP, and stated it is a 25-year plan that should be updated every 5 years. She continued by stating that the purpose of the Metropolitan Transportation Plan was to establish long-term plan for the regional transportation priorities and identifies transportation projects to meet the regional transportation goals, while remaining fiscally constrained. Mr. Tedford, also went over schedule for the 2025-2050 Metropolitan Transportation Plan (MTP), leading to the adoption of the plan. She stated that the Metropolitan Transportation Plan (MTP) was a living document and could be updated over the next 5-years as needed.

Mr. Tedford, went over the Fiscally Constrained Project List and the 6 projects that were added to the 2025-2050 Metropolitan Transportation Plan (MTP) and were programmed for funding. She also went over the Illustrative Project List which was the unfunded needs list. She continued by mentioning the 2<sup>nd</sup> Public Meeting that was held at the City of Laredo Library on November 21, 2024. She stated that the final selections of the Illustrative Project lists were presented and members of the public were invited to submit their comments from November 20, 2024 to December 9, 2024, for the draft Metropolitan Transportation Plan and there were thirteen comments received. Ms. Tedford, shared how the projects were investing towards Equity Goals. She stated that the Vision Zero for Webb Laredo had come up with the tier zones she was presenting. Ms.

Tedford, stated she was requesting the Policy Committee to adopt the 2025-2050 Metropolitan Transportation Plan (MTP).

CM. Rangel, made a motion to approve Resolution No. MPO 2025-01, adopting the 2025-2050 Metropolitan Transportation Plan (MTP).

Second: CM. Perez  
For: 7  
Against: 0  
Abstained: 0

Motion carried unanimously.

Ms. Tedford, shared that following the Policy Committee adoption of the 2025-2050 Metropolitan Transportation Plan (MTP), the Federal Highway Administration (FHWA) would review and approve the Plan.

Mr. Mendive, added that the Plan could be found in the Policy packet for that meeting and that he would provide hardcopies of the plan to the Committee Members, he stated that the document was over 200 pages and it contained a lot of Policy recommendations. He also stated that one of the recommendations to explore, was the expansion of the Laredo Webb County MPO Area boundary. Mr. Mendive, continued by thanking the Policy Committee, the Stakeholders, the consultants and everyone that had been involved in the effort for more than a year.

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

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

Mr. Jed Brown, RMA Chairperson, provided some comments and a brief status on the different projects. The following report was also included as part of the packet:

**WC-CL RMA January 2025 Status Report to LWCAMPO**

1. **Vallecillo Overpass** – The WC-CL RMA will not be managing the development of the Overpass design. TxDOT Laredo District has recently informed us that they will be developing the design of this project. The WC-CL RMA stands ready to provide information from the Vallecillo Road Project to TxDOT so that the two projects' connections are well coordinated. The WC-CL RMA developed a construction cost estimate for the overpass in the amount of \$47,350,390, assuming the project lets in 2027. \$16 million has been provided by the MPO via Category 2 funds towards the cost of the overpass. These proposed funds have been submitted by the TxDOT LRD for inclusion in the UTP to be adopted in August 2025. The project still requires



\$56.8M for 100% funding. On November 4, 2024, the WC-CL RMA, State Representative Richard Raymond Pena, Roland Ortiz (Killam Company) met with the TxDOT Laredo District (District Engineer Epi Gonzalez, TP&D Director Roberto Rodriguez, and PM Ana Duncan) convened to receive an update on the progress of the schematic design for the project. In late 2024, the TxDOT LRD informed the WC-CL RMA that they have revised the design of the overpass and would like the ROW at the interface of Vallecillo Road and IH 35 to increase. On 1/8/2025, the WC-CL RMA met with TxDOT LRD to obtain further information on the request.

2. **Springfield Phase 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 Phase IV of the project from Hospitality Drive to Bob Bullock Loop. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement (ILA) between the City and the RMA. The RMA submitted a draft ILA to the City on 4/9/2024. The RMA originally intended to utilize the Category 12 Strategic Partnership dollars for the funding of the project. The RMA has decided to proceed for the construction of this project utilizing the RMA Vehicle Registration Fees. The ILA between the City and the RMA was executed on 9/9/2024. The project has advertised for construction. The Pre-Bid conference occurred on 1/7/2025.
3. **Concord Hills (Wormser Road/ Lomas Del Sur to Los Presidentes)** – The RMA has committed \$1 million to the development 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 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 and the property owners for the donation of the ROW and the finalization of the construction cost estimate for the project. The RMA recommitted its support in funding on the project February 14, 2024, at the February Board Meeting. On November 6, 2024, the WC-CL RMA Board of Directors passed a resolution to sign the ILA between the City and the WC-CL RMA for this project. The WC-CL RMA is awaiting the execution of the ILA.
4. **North Laredo and Cuatro Vientos Transportation Reinvestment Zones (TRZ)** - The RMA is awaiting execution of the ILA with the City to commence the North Laredo TRZ Study. The City notified the WC-CL RMA on 2/13/24 that the City will move forward with drafting and distributing the ILA to the WC-CL RMA and commence the project. Regarding the Cuatro Vientos TRZ, the City would like to commence the process of implementing the TRZ with support from the WC-CL RMA. The RMA and the City will commence negotiation of the ILA to codify the agency roles for the implementation. On November 6, 2024, the WC-CL RMA Board of Directors passed a resolution to sign the

ILA for the creation of the Cuatro Vientos TRZ between the City and the WC-CL RMA.  
The RMA is awaiting execution of the ILA with the City.

5. **The Vallecillo Road Project** – See supplemental memorandum.
6. **Vision Zero Webb Laredo Safety Action Plan (Safe Streets for All)**- See supplemental memorandum.

Mr. Brown, stated that the Vallecillo Road Project had been moving along and were looking to open the road in Summer of 2029 if all remarks are done.

On the Safe Streets For All, Mr. Brown stated that the RMA would be receiving a presentation at their next regular Board meeting. He mentioned that the Policy Committee could also be provided with a presentation on the findings of the consultants.

## **B. TxDOT Project Updates**

Jose Vargas, TxDOT Laredo Area Engineer, gave a brief update on TxDOT ongoing Construction Projects. Mr. Vargas, stated there were currently \$830 million active contracts with 23 active projects, which consist of Full Reconstruction and widening, also Off system bridges, reconstruction to interstate standards such as Loop 20, Safety projects such as illumination and traffic signals, as well as mill and inlay/overlay projects for preventive maintenance. Mr. Vargas, provided status on projects within the Laredo Webb County MPO Area boundary as follows:

Project CSJ: 0086-14-075-US59 Expansion currently under contract with—James Construction Group with a total investment of \$340 million, and an expended completion date of the end of 2029. He stated that they were currently working on drainage structures, excavation, embankment and had started removing some of the median in Loop 20 the week before. He also stated that there were only expected night closures of the Loop 20 for the time, he also stated that no major traffic impacts were expected until the end of February or early March, which he would notify the City of Laredo Webb County and Stakeholders.

Project CSJ: 3483-02-002-SH-84 Hachar- Reuthinger Rd. contractor working on the project was Webber, and it had a project cost of \$122 million with an expected completion date of Fall 2027. He stated that the contractor continued the clearing of the Right-of-Way, excavation, embankment and some bridge work was underway. He continued by stating that depending on the upcoming weather they would be hanging some beams by the end of the month of January or early February.

Project CSJ: 0086-01-073 – SH359 Widening, contractor Anderson Columbia, Co. with a project cost of \$50 million and an expected completion date of Spring 2026. He stated that traffic was shifted the month before on 3 miles on to the new intermediate layer of hot mix, while the other side of the roadway was being reconstructed. He also stated that some of the existing pavement has already been removed and they continued with the drainage structures on the other 2.5 miles. He continued by stating that as soon as the drainage was completed they would move on to the traffic switch on the other portion to begin work on the other half of the roadway.

Project CSJ: 0086-16-008 – Lomas Del Sur Overpass, contractor Anderson Colombia, Co. project cost of \$49 million with the expected completion date by the end of 2027. He stated the project was let on November 2024, but there was no pre-construction scheduled yet. He stated that they anticipated the project would start Spring of 2025, and they expect to see the contractor on site by February or March of the current year.

Project CSJ: 3596-02-006 – SH255 Rehabilitation, contractor Anderson Colombia, Co. project cost \$25 million, expected completion by Summer 2027. He stated this project was a full reconstruction of SH255, of 8 miles going west from IH35. He stated they had a pre-construction meeting that day with Anderson Colombia and they were going to start mobilizing equipment and some construction work would be seen the following week. He also stated that they could expect some construction work on the actual roadway by March. There were no questions by the Committee Members.

Mr. Mendive, mentioned that the citizens comments had been skipped.

Judge Tijerina, stated there were no citizens comments received.

CM. Perez, mentioned she was happy to see a lot of the projects completed in 2027 including 2 projects in the Mines Road area and some in South Laredo.

CM. Rangel, stated that coming into the MPO he was able to see the changes he wanted for South Laredo.

Mr. Mendive, stated that a lot of the projects had been successful thanks to the partnerships.

CM. Gonzalez, commented on the work TxDOT had done on Cuatro Vientos with repaving and resurfacing. He stated that making the striping wider made a big difference and it was very visible especially when it gets dark and raining.

Mr. Gonzalez, stated the striping was now noticeable. He also mentioned that under the Highway Safety Improvement Program, TxDOT would also be installing a traffic signal at the intersection of 3338 and Mines Road.

## VI. DIRECTOR'S COMMENTS

The following Director's Report dated January 15, 2025 was included as part of the packet, but was not discussed in meeting:

- **Policy Committee Chair Update:**

- A memo was sent to the Policy Committee members on January 3, 2025 regarding the Chair transition in accordance with the MPO By-laws, *Article II, Section 2.2(f)*:

*"The Chairperson and Vice Chairperson shall rotate every two years between the City of Laredo Mayor and Webb County Judge. The Term of each office shall begin the 1st of January in odd number years. There is no limitation to the number of terms each member may serve as an officer."*

- **Microtransit Feasibility Study Update:**

- A public survey to gather feedback from El Metro riders was open through December. A total of 130 responses were received. A public meeting is scheduled for February 28<sup>th</sup> and individual stakeholder outreach is ongoing.

- **Texas Transportation Commission Meetings:**

- January 30, 2025
- February 27, 2025
- March 27, 2025

Upcoming Texas Transportation Commission meetings and agendas can be found on the following link: <https://www.txdot.gov/about/leadership/texas-transportation-commission/meeting-dates-agendas.html>

- **Upcoming regularly scheduled MPO meetings:**

- Active Transportation Committee – January 29, 2025
- Technical Committee – February 11, 2025
- Policy Committee – February 19, 2025

## VII. COMMUNICATIONS

No communications were provided.

## VIII. ADJOURNMENT

Judge Tijerina, made a motion to **adjourn** the meeting at 1:57 PM.



Second: CM. Gonzalez  
For: 6  
Against: 0  
Abstained: 0

Motion carried unanimously.

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Juan S. Mendive, AICP  
LWCAMPO Director

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Mayor Dr. Victor D. Treviño  
LWCAMPO Chairperson



# **LAREDO & WEBB COUNTY**

AREA **M**ETROPOLITAN **P**LANNING **O**RGANIZATION

## **Item IV.B.**

- B. Discussion with possible action to approve Resolution No. MPO 2025-02, adopting and supporting the 2025 Texas Department of Transportation's (TxDOT) Safety Performance Measures (PM1) and Targets.**

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

<b>DATE:</b> 02-19-2025	<b>ITEM:</b> IV.B
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**SUBJECT:** RESOLUTION  
Discussion with possible action to approve Resolution No. **MPO 2025-02**, adopting and supporting the 2025 Texas Department of Transportation’s (TxDOT) Safety Performance Measures (PM1) and Targets.

<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Juan S. Mendive, MPO Director
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**PREVIOUS ACTION:** On February 21, 2024, the Laredo Webb County Area MPO approved Resolution No. MPO 2024-03 adopting the TxDOT’s FY2024 targets for the Safety Performance Measures (PM1).

**BACKGROUND:**  
In accordance with the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), the Fixing America's Surface Transportation Act of 2015 (FAST Act) and the Infrastructure Investment and Jobs Act (IIJA), the Federal Highway Administration (FHWA) published the “Safety Performance Management Measures Final Rule” which established requirements for state department of transportation to set safety performance measures and targets as part of the Highway Safety Improvement Program (HSIP), effectively on April 14, 2016. This ruling mandates states to focus on reducing traffic fatalities and serious injuries by setting targets based on specific safety performance measures. In May 30, 2019, the Texas Transportation Commission adopted Minute Order #115481 directing the Texas Department of Transportation to work toward the goal of reducing the number of deaths in Texas roadways by half by the year 2035 and to zero by the year 2050.

On December 18, 2024, the Texas Department of Transportation adopted five (5) targets for Safety Performance Measures (PM1) as indicated below:

**Texas Department of Transportation  
Statewide 2025 Safety (PM1) Performance Measure and Targets**

Performance Measure	2023 5-Year Avg. Target	2023 Calendar Year Target	2024 5-Year Avg. Target	2024 Calendar Year Target	2025 5-Year Avg. Target	2025 Calendar Year Target
Number of Traffic Fatalities	3,682	3,159	3,567	3,046	3,567	3,046
Rate of Fatalities per 100 million Vehicle Miles Traveled	1.38	1.20	1.36	1.14	1.36	1.14
Number of Serious Injuries	17,062	17,819	17,062	18,242	17,062	18,242
Rate of Serious Injuries per 100 million Vehicle Miles Traveled	6.30	6.77	6.39	6.77	6.39	6.77
Number of Non-Motorized Fatalities and Serious injuries	2,357	2,340	2,357	2,360	2,357	2,360

*As instructed by TxDOT TPP on December 18, 2024 safety targets for 2025 will remain the same as 2024 safety targets.*

The LWCAMPO has generally supported TxDOT’s safety targets and agrees to plan and program projects which contribute to achieving the TxDOT state targets. All MPO’s are required to adopt the Safety (PM1) Performance Measures and Targets by February 26, 2025.

<b>COMMITTEE RECOMMENDATION:</b> The MPO Technical Committee recommends approval of Resolution no. 2025-02.	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.
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# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### RESOLUTION NO. MPO 2025-02

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

#### ADOPTING AND SUPPORTING THE 2025 TEXAS DEPARTMENT OF TRANSPORTATION SAFETY PERFORMANCE MEASURES (PM1) AND TARGETS

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

**WHEREAS**, Moving Ahead for Progress in the 21st Century Act (MAP-21), required metropolitan and statewide transportation planning processes include the incorporation of performance goals, measures, and targets into the process of identifying needed transportation improvements and project selection; and,

**WHEREAS**, Fixing America's Surface Transportation Act of 2015 (FAST Act) and the Infrastructure and Investment Jobs Act (IIJA) of 2021, continued the requirements established by MAP-21, and stipulated that States and MPOs must: use a set of federally established performance measures, set targets and monitor progress for each of the performance measures; and,

**WHEREAS**, On May 30, 2019, the Texas Transportation Commission adopted Minute Order #115481 directing the Texas Department of Transportation (TxDOT) to work toward the goal of reducing the number of deaths in Texas roadways by half by the year 2035 and to zero by the year 2050. The commission acknowledges a majority of motor vehicle crashes can be prevented, thereby reducing fatalities; and,

**WHEREAS**, On December 18, 2024, the Texas Department of Transportation has established targets for five (5) Safety Performance measures based on five-year rolling averages for:

1. Number of Fatalities
2. Rate of Fatalities per 100 million Vehicles Miles Traveled (VMT)
3. Number of Serious Injuries
4. Rate of Serious Injuries per 100 million Vehicle Miles Traveled (VMT)
5. Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries; and,

**WHEREAS**, which IIJA also requires each MPO to either support the PM1 Targets established by the state DOT (TxDOT) or adopt a separate set of targets no later than February 26, 2025; and,

**WHEREAS**, the Texas Department of Transportation has officially adopted safety targets for the performance measures listed above, in the FY2024 Strategic Highway Safety Plan (SHSP) Performance Targets; and,

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

Section 1: LWCAMPO hereby agrees to adopt and support the TxDOT 2025 five (5) Safety Performance Measures (PM1)



and Targets as indicated and shown on Exhibit No. 1.

Section 2: LWCAMPO hereby agrees that it will plan and program projects that contribute to the accomplishment of the Safety (PM1) Targets.

**We certify that the above resolution was passed and adopted on this 19th day of February 2025, at a public meeting of the Policy Committee of the Laredo and Webb County Area Metropolitan Planning Organization.**

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Honorable Dr. Victor D. Treviño  
Mayor 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

**Texas Department of Transportation  
Statewide 2025 Safety (PM1) Performance Measures and Targets**

Performance Measures	2023 5-Year Avg. Target	2023 Calendar Year Target	2024 5-Year Avg. Target	2024 Calendar Year Target	2025 5-year Avg. Target	2025 Calendar Year Target
Number of Traffic Fatalities	3,682	3,159	3,567	3,046	3,567	3,046
Rate of Fatalities per 100 million Vehicle Miles Traveled	1.38	1.20	1.36	1.14	1.36	1.14
Number of Serious Injuries	17,062	17,819	17,062	18,242	17,062	18,242
Rate of Serious Injuries per 100 million Vehicle Miles Traveled	6.30	6.77	6.39	6.77	6.39	6.77
Number of Non-Motorized Fatalities and Serious injuries	2,357	2,340	2,357	2,360	2,357	2,360

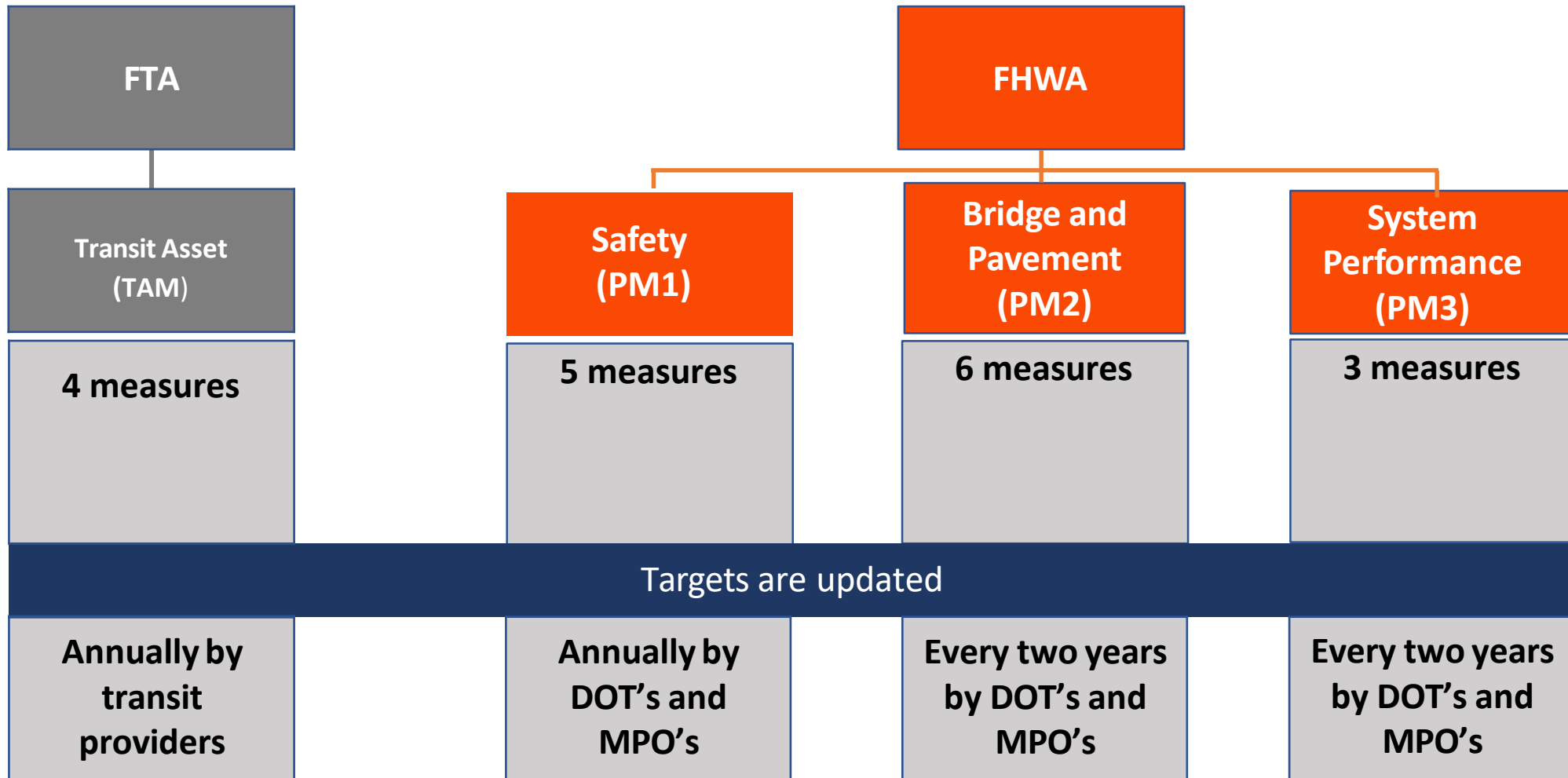
*As instructed by TxDOT TPP on December 18, 2024 safety targets for 2025 will remain the same as 2024 safety targets.*



# Safety Performance Measures (PM1) 2025 Target Setting

MPO Policy Committee | February 19, 2025

# Federal Performance Measure Target Dates



# Five TxDOT Safety Performance Measures

- 1. Number of Traffic Fatalities**
- 2. Rate of Fatalities per 100 million Vehicle Miles Traveled (VMT)**
- 3. Number of Serious Injuries**
- 4. Rate of Serious Injuries per 100 million VMT**
- 5. Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries**

# TxDOT Transportation Planning and Programming (TPP)

On December 18, 2024, the Texas Department of Transportation TPP division instructed the MPO's 2025 Safety Targets to remain the same as 2024 Safety Targets.

# Adopting and Supporting Texas 2025 Safety (PM1) Measures and Targets

Performance Measures	2023 5-yr avg. Target	2023 Calendar Year Target	2024 5-yr Avg. Target	2024 Calendar Year Target	2025 5-yr Avg. Target	2025 Calendar Year Target
Number of Traffic Fatalities	3,682	3,159	3,567	3,046	3,567	3,046
Rate of Fatalities per 100 million Vehicle Miles Traveled	1.38	1.20	1.36	1.14	1.36	1.14
Number of Serious Injuries	17,062	17,819	17,062	18,242	17,062	18,242
Rate of Serious Injuries per 100 million Vehicle Miles Traveled	6.39	6.77	6.39	6.77	6.39	6.77
Number of Non-Motorized Fatalities and Serious Injuries	2,357	2,340	2,357	2,360	2,357	2,360

*As instructed by TxDOT TPP on December 18, 2024, safety targets for 2025 will remain the same as 2024 safety targets.*

# Resolution to Adopt TxDOT's Statewide 2025 Safety Targets

MPO staff and Technical Committee recommend the LWCAMPO Policy Committee to approve and adopt the Texas Department of Transportation 2025 Safety Measures and Targets (PM1).



# Questions?





# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

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

- C. Discussion with possible action to approve and authorize the execution of Contract Amendment #1 with WSP USA, Inc. for the 2025-2050 Metropolitan Transportation Plan Update to extend the contract completion date from March 4, 2025 to June 4, 2025. The contact amount will remain the same.**

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

<b>DATE:</b> 02-19-2025	<b>ITEM:</b> IV.C
<p><b>SUBJECT:</b> MOTION</p> <p>Discussion with possible action to approve and authorize the execution of Contract Amendment # 1 with WSP USA, Inc. for the 2025-2050 Metropolitan Transportation Plan Update to extend the contract completion date from March 4, 2025 to June 4, 2025. The contract amount will remain the same.</p>	
<b>INITIATED BY:</b> Staff	<b>STAFF SOURCE:</b> Juan S. Mendive, 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. On October 18, 2023, the Policy Committee approved a motion to award and execute professional services contract with WSP USA, Inc. in the amount of \$376,504.25 for the development of the 2025-2050 MTP Update. On January 15, 2025, the 2025-2050 MTP was adopted by the Policy Committee.</p>	
<p><b>BACKGROUND:</b></p> <p>The Metropolitan Transportation 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.</p> <p>On October 18, 2023, WSP USA, Inc. was selected to develop the 2025-2050 MTP. The document has been completed and was adopted by the MPO Policy Committee on January 15, 2025. Additionally, as of February 6, 2025 the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) have accepted the MTP and have determined it to be sufficiently compliant with 23 CFR 450.</p> <p>The purpose of Amendment # 1 is to extend the term of the original executed Contract, which is set to expire on March 4, 2025, through June 4, 2025. The Scope of Work and Contract Amount will remain unchanged. The contract term extension is being requested by MPO staff to allow the consultant to complete the printing of the final MTP document, transferring of GIS files, additional content creation to help further promote the adopted MTP, and to close-out all project related documents. The consultant is also assisting the MPO with developing Congestion Management Process (CMP) baseline data that is required for continuous monitoring of the transportation’s system performance related to congestion in order to evaluate the effectiveness of implemented strategies as part of the Metropolitan Transportation Plan.</p>	
<b>COMMITTEE RECOMMENDATION:</b> N/A	<b>STAFF RECOMMENDATION:</b> Staff recommends approval.

**Amendment # 1**

Amendment to the Contract for Professional Services  
between  
Laredo and Webb County Area Metropolitan Planning Organization  
and  
WSP USA, Inc.

The Professional Services Contract made and entered into by and between the Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO) and WSP USA, Inc., dated December 1, 2023, is hereby amended as follows:

**Paragraph 1:** *Article II – Term of this Contract*

This Amendment shall extend the term of the original executed Contract through June 4, 2025. The Scope of Work and Contract Amount remain unchanged.

**Paragraph 2:** The parties agree that the foregoing amendments shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendment(s) shall be subject to any and all other provisions of the contract, with the exception of the parts or provisions of the contract which have been modified by this amendment.

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

LAREDO AND WEBB COUNTY AREA  
METROPOLITAN PLANNING ORGANIZATION

WSP USA, Inc.

\_\_\_\_\_  
Juan Mendive, AICP  
MPO Director

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

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 DECEMBER 1<sup>st</sup>, 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 12/04/23 and shall terminated upon the MPO's final approval of work completed by the Contractor or on 03/04/25 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 X11** **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.

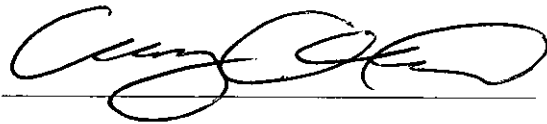
**ARTICLE XXXIII**  
**APPLICABLE LAW**

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:



Casey D, Carlton, Sr. Vice President  
Printed Name/Title

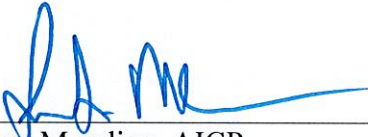
**THE LAREDO AND WEBB COUNTY AREA  
METROPOLITAN PLANNING ORGANIZATION**

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**







# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Federal Requirements

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 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

### Federal Requirements

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

### Federal Requirements

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.



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Federal Requirements

#### *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.





# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Federal Requirements

#### *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,



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Federal Requirements

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

### Federal Requirements

#### *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 Webb County Area MPO may terminate any resulting contract should the Contractor fail to abide





# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Federal Requirements

by its requirements.

#### *Legal Remedies Provisions*

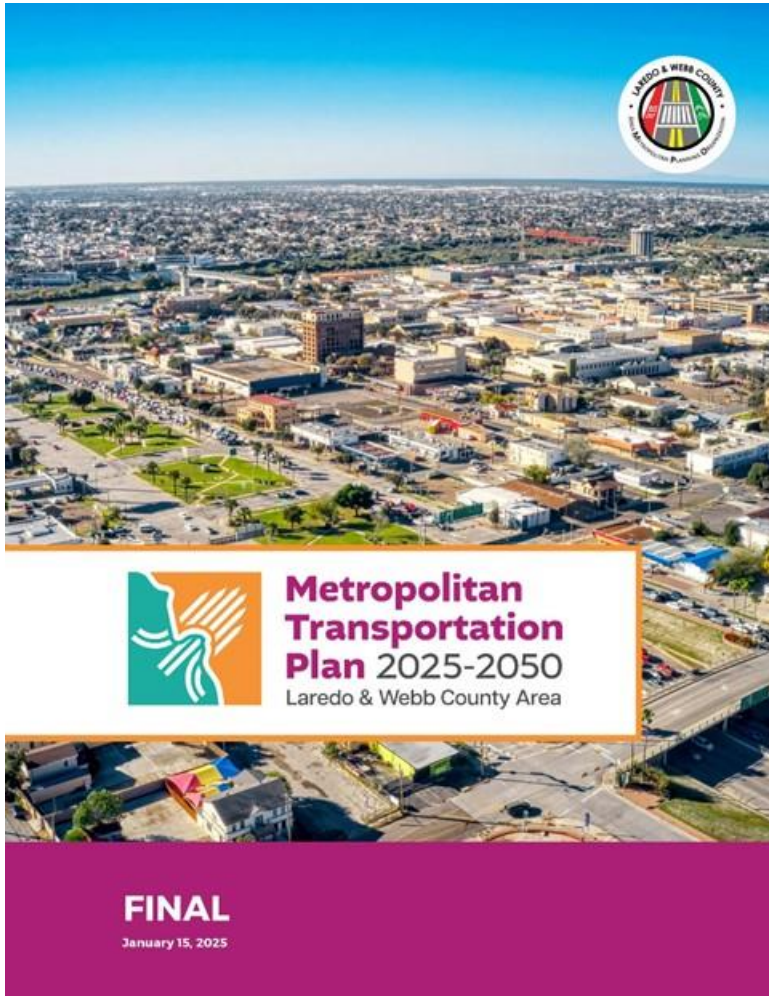
In instances where the Contractor violates or breaches contract terms the MPO shall use such sanctions and penalties as may be appropriate.

#### *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 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.



## Metropolitan Transportation Plan (MTP)

### Adopted:

- The MPO Policy Committee adopted the *Laredo Metropolitan Transportation Plan 2025-2050* on *January 15, 2025*.
- *As of February 6, 2025, FHWA and FTA have accepted the MTP and have determined it to be sufficiently compliant with 23 CFR 450.*
- *Contract extension of 3 months is being requested to complete transferring of GIS files, finalize on-going support of Congestion Management Process (CMP) baseline data, create content to help promote adopted Plan that will help further engage the public, and close-out of all project related documents.*







# **LAREDO & WEBB COUNTY**

**AREA METROPOLITAN PLANNING ORGANIZATION**

## **Item V.A.**

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



### WC-CL RMA February 2025 Status Report to LWCAMPO

- 1. Vallecillo Overpass** – The WC-CL RMA will not be managing the development of the Overpass design. TxDOT Laredo District has recently informed us that they will be developing the design of this project. The WC-CL RMA stands ready to provide information from the Vallecillo Road Project to TxDOT so that the two projects' connections are well coordinated. The WC-CL RMA developed a construction cost estimate for the overpass in the amount of \$47,350,390, assuming the project lets in 2027. \$16 million has been provided by the MPO via Category 2 funds towards the cost of the overpass. These proposed funds have been submitted by the TxDOT LRD for inclusion in the UTP to be adopted in August 2025. The project still requires \$56.8M for 100% funding. On November 4, 2024, the WC-CL RMA, State Representative Richard Raymond Pena, Roland Ortiz (Killam Company) met with the TxDOT Laredo District (District Engineer Epi Gonzalez, TP&D Director Roberto Rodriguez, and PM Ana Duncan) convened to receive an update on the progress of the schematic design for the project. In late 2024, the TxDOT LRD informed the WC-CL RMA that they have revised the design of the overpass and would like the ROW at the interface of Vallecillo Road and IH 35 to increase. On 1/8/2025, the WC-CL RMA met with TxDOT LRD to obtain further information on the request. On 1/22/2025, the WC-CL RMA met with TxDOT LRD and the group clarified roles and responsibilities between the implementation of the new overpass and how it will interface with the road project. In that discussion, it was stated that the Killam Company will donate the new ROW for the overpass project along the West IH 35 ROW, the WC-CL RMA will include the new ROW as part of the ongoing road project environmental clearance and revise the parcel plats and ROW strip map for the roadway project to include the new ROW. The relocation of utilities along IH 35 will be conducted by the TxDOT LRD consultant.
- 2. Springfield Phase 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 Phase IV of the project from Hospitality Drive to Bob Bullock Loop. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement (ILA) between the City and the RMA. The RMA submitted a draft ILA to the City on 4/9/2024. The RMA originally intended to utilize the Category 12 Strategic Partnership dollars for the funding of the project. The RMA has decided to proceed for the construction of this project utilizing the RMA Vehicle Registration Fees. The ILA between the City and the RMA was executed on 9/9/2024. The project has advertised for construction. The Pre-Bid conference occurred on 1/7/2025. The bid opening occurred on 1/17/2025. The City consultant has evaluated the bids to recommend the award of the contract. They will be placing the bid recommendation before City Council for approval on 2/18/25.
- 3. Concord Hills (Wormser Road/ Lomas Del Sur to Los Presidentes)** – The RMA has committed \$1 million to the development 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 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 and the property owners for the donation of the ROW and the finalization of the construction cost estimate for the project. The RMA recommitted its support in funding on the project February 14, 2024, at the February Board Meeting. On November



6, 2024, the WC-CL RMA Board of Directors passed a resolution to sign the ILA between the City and the WC-CL RMA for this project. The City will be placing the ILA before City Council for approval on 2/18/25.

4. **North Laredo and Cuatro Vientos Transportation Reinvestment Zones (TRZ)** - The RMA is awaiting execution of the ILA with the City to commence the North Laredo TRZ Study. The City notified the WC-CL RMA on 2/13/24 that the City will move forward with drafting and distributing the ILA to the WC-CL RMA and commence the project.

Regarding the Cuatro Vientos TRZ, the City would like to commence the process of implementing the TRZ with support from the WC-CL RMA. The RMA and the City will commence negotiation of the ILA to codify the agency roles for the implementation. On November 6, 2024, the WC-CL RMA Board of Directors passed a resolution to sign the ILA for the creation of the Cuatro Vientos TRZ between the City and the WC-CL RMA. The RMA is awaiting execution of the ILA with the City.

5. **The Vallecillo Road Project** – See supplemental memorandum.
6. **Vision Zero Webb Laredo Safety Action Plan (Safe Streets for All)**- See supplemental memorandum.
7. **Other Items:**
  - The WC-CL RMA conducted a Board meeting on 1/27/2025.
  - The WC-CL RMA is anticipating a Board meeting in March.



## Monthly Report to the LWCAMPO from the WC-CL RMA

**Project:** Vallecillo Road from FM 1472 to IH 35 SBFR  
**Purpose:** February 2025 Monthly Overview Report to LWCAMPO  
**Date Submitted:** February 14, 2025

### Ongoing Partnership Coordination:

Since the start of the development of the project in the Summer of 2023, the WC-CL RMA has been in frequent coordination with its partners in the development of the project. Since the initial kick off meeting with TxDOT LRD on 8/24/2023, the WC-CL RMA has been coordinating frequently with TxDOT LRD, the City of Laredo and the Killam Company who all have fiscally contributed to the development of the project or have oversight responsibility to its completion. Since 2023, the WC-CL RMA conducts the following meetings:

- Meet with the City of Laredo for a status of the progress of the project monthly. As of January 2025, TxDOT LRD is now invited to those meetings to contribute information as needed to the City of Laredo.
- Meet with TxDOT LRD Project Manager Ana Duncan on a bi-weekly basis to track progress.
- Meet quarterly as a group at the TxDOT LRD Office. Attendees include the WC-CL RMA, City of Laredo, TxDOT LRD, Webb County and the Killam Company. Union Pacific Railroad is also invited to these meetings.

These meetings will continue for the duration of the project.

The following items have been completed to date:

- The draft ROW parcel plats and strip map was completed and submitted to TxDOT and the City of Laredo on August 19, 2024. Comments were received September 11, 2024, and are being addressed. The revisions addressing comments on the ROW Map and parcel plats were resubmitted October 11, 2024, to TxDOT LRD and the City of Laredo. We are awaiting final review by both TxDOT LRD and the City of Laredo Engineering Department before they start the appraisal of the property. The city received a preliminary title commitment based on the preliminary ROW survey by the Title company. We advised the City of Laredo to hold off on getting the appraisal of the two (2) parcels since the ROW footprint would change to the additional ROW needed for the overpass.
- Environmental studies are largely complete. The last section to be conducted is the noise analysis which is pending traffic volume approval from TP&P. The environmental team will perform the noise analysis when the traffic forecast data is approved by TP&P. Additional ENV studies will be conducted to account for the new proposed ROW for the overpass at IH 35. The additional studies to commence in February 2025.
- The Traffic forecast modeling and report development is largely complete. The team submitted the traffic volume deliverable to the TxDOT LRD in late June. TP&P provided comments in August 2024. The team prepared responses to the TP&P comments and these were submitted on September 25, 2024. TxDOT provided additional comments in November 2024 and the LJA team responded to the comments in early January 2025. LJA currently awaits approval of traffic forecast.
- Utility coordination is on-going with all utility providers along the route. The draft schematic was submitted to the TxDOT LRD on June 28, 2024. The GEC received comments from TxDOT in late July

and resubmitted the 90% schematic on September 6, 2024. There could be a delay due to the changes to the schematic / design based on the proposed overpass at IH 35 main lanes. Utility coordination is ongoing, and we are identifying locations where level A SUE is required.

- On September 26, 2024, the RMA conducted a successful public meeting with 43 attendees for the Vallecillo Road project at the B. Fasken Recreation Center as part of the public involvement for the project environmental clearance. This exceeded the minimum requirements for the environmental clearance of this project. Recently, the RMA received direction from the TxDOT LRD that the project will be cleared under a Categorical Exclusion as opposed to an Environmental Assessment. TxDOT LRD approved the Public Meeting Summary on 2/11/2025.

Update to the overall schedule:

Another recent change is a request from the TxDOT LRD to increase the amount of ROW acquisition at the interface of Vallecillo Road and the IH 35 West ROW to accommodate a TxDOT design change to the proposed overpass at IH 35. This increase in requested ROW acquisition will impact the anticipated Environmental Clearance date of February 2025; thus, pushing out the completion of the ROW acquisition time frame for the entire project.

It should be noted that the City of Laredo has informed the RMA that they would not proceed with advanced ROW acquisition for the project; thus, requiring environmental clearance completion prior to finalizing the ROW donation from the Killam Company. This directly impacts the anticipated letting date of the Fall of 2025 since ROW will not be available for the placement of relocated utilities. Another option to meet the letting date would be to let the project with a Utility Management Plan; however, this could increase the overall construction bid and exceed the current construction budget. To avoid that issue, the RMA supports the City's decision and will not mobilize utilities to commence their construction until the ROW is in possession by the City of Laredo.

1. Once environmental clearance is complete, the City of Laredo will proceed with the Killam Company in the ROW acquisition. The ROW process is estimated to be complete by late Spring 2026.
2. Upon completion, the new ROW will need to be cleared for the relocation of the existing utilities at the intersections of IH 35 and FM 1472 ROW to the new ROW limits. ROW clearing and grubbing is estimated to last approximately 3 months.
3. Standard utility construction relocation time for utilities is nominally 12 months. Construction for utility relocation is estimated to commence in late Spring 2026 and be complete by late Spring 2027.
4. Upon completion of utility relocation, the RMA anticipates approval by TxDOT for bid advertisement to be received in Fall 2027. Bid advertisement and letting is anticipated for late 2027.
5. Construction is anticipated to commence in the Spring of 2028 and construction completion is anticipated for the Summer of 2029.

Agreements Update:

1. The RMA executed its funding agreement with the Killam Company on March 4, 2024, and is amending its Inter Local Agreement with the City of Laredo.
2. The City of Laredo is continuing the development of the ROW agreement with the Killam Company.
3. The RMA and the City of Laredo will need to amend their Inter Local Agreement to define roles and responsibilities for construction of the project. The RMA will be advertising and constructing the project, and the RMA will require access to the City of Laredo ROW to commence the work. The RMA approved execution of the amendment to the ILA to account for these updates on 11/6/2024.
4. As the project sponsor, the executed Advanced Funding Agreement (AFA) is solely between TxDOT Laredo District and the RMA.



- a. The AFA Amendment from TxDOT to account for the updated funding for the project was approved on 10/18/2024.
- b. The WC-CL RMA received the Federal Project Authorization and Agreement (FPAA) from the Laredo District to commence reimbursement requests for the schematic, environmental and PS&E development of the project on 12/19/2024.

**End of Memorandum**



## Monthly Report to the LWCAMPO from the WC-CL RMA

**Project:** Vision Zero Webb Laredo Safety Action Plan by SS4A  
**Purpose:** January 2025 Monthly Overview Report to LWCAMPO  
**Date**  
**Submitted:** February 14, 2025



Work on the Comprehensive Safety Action Plan (CSAP) began in September 2023. The RMA Board, along with Laredo City Council and the Laredo Webb County Area MPO adopted a pledge to reach zero fatalities and serious injuries on Laredo and Webb County roadways by 2040. These policy boards took action in February /March of 2024 as part of this effort. A public Safe Streets and Roads for All Interactive Session and a separate Workshop, with multiple public agency staff, stakeholders, and members of the LWCAMPO Active Transportation Committee were held in April 2024. The project team has been present at several other public engagement events put on by others and has been working to build a list of Safety enhancements to be made throughout the community and a list of actions that need to be taken toward that official goal to reach Zero fatalities and serious injuries by 2040.

A final stakeholder joint committee meeting was held in January between the Vision Zero Working Group and the Safe Transportation Advisory Council. Chairs, Juan Mendive (MPO Executive Director) and Arturo Dominguez (RMA Board Secretary), respectively, made remarks and closed out the development phase of the meetings. A second focus was on the components of the safety action plan document, reviewing written, graphic and image content with the consultant team. The first draft was developed and reviewed, along with an accompanying refresh to the home page of the [www.visionzerowebblaredo.com](http://www.visionzerowebblaredo.com) website.

The CSAP development timeline is on track with the first complete draft shared in February 2025, with a comment period ending during the last week of that month. The plan will consist of digital and hard copy deliverable products including:

- A. Digital Data Dashboard residing within Vision Zero Webb Laredo Website
- B. Executive Summary
- C. Safety Action Plan Overview
- D. Safety Action Tables
- E. Capital Project Corridor Profiles
- F. Funding Overview
- G. Setting Benchmarks and Measuring Progress
- H. Report appendices featuring:
  - i. Plan and Policy Review
  - ii. Safety Analysis
  - iii. Equity Priority Analysis
  - iv. Systemic Recommendations
  - v. Action Plan
  - vi. Capital Plan
  - vii. Financial Analysis
  - viii. Public and Stakeholder Engagement
  - ix. Capital Project Definition



x. Rural School Bus Stops

The Safety Action Plan outlines a series of prioritized recommended safety improvements , along with various Actions, Policies, and areas of additional study. These added studies could include but are not limited to a Vision Zero annual update, Bicycle Network Plan, Complete Streets Policy, Pedestrian Improvements Plan, and a Safe Routes To School Program, among others. It includes estimated costs for 16 City of Laredo and TxDOT Project Corridors, as well as a proposed series of Rural School Bus Stops and accompanying details per project.

These project reports were assembled through the efforts of the following project consultant team:

- LJA Engineering
- Toole Design Group
- Cambridge Systematics
- Able City
- Liquid Studio Group

Upon final submittal of the CSAP to the RMA it is expected that other partner agencies will move forward with institutional adoption in March 2025. This is followed by a grant application for implementation funds in early 2025.

Once the CSAP is adopted by the City and MPO, they will each respectively be eligible for FHWA Safe Streets and Roads for All Implementation Grant Funds. Grant applications for the next round of these funds are expected to be out in Spring of 2025. As the Capital Plan continues to materialize, the specific projects to be included in the Grant Application will be identified along with a total Federal funding request, that will require a 20% Local Match. Working through the project consultant team, the RMA will prepare the grant application in line with the grant requirements and the Safety Action Plan. This will be done on behalf of and in partnership with the Grant Applicant who will be providing the local match and ultimately building the projects.

**End of Memorandum**





# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Item V.B.

B. TxDOT Project Updates.



# LAREDO & WEBB COUNTY

AREA METROPOLITAN PLANNING ORGANIZATION

## Item VI.

DIRECTOR'S COMMENTS



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Director's Report February 19, 2025

#### 1. Texas Association of MPOs (TEMPO) Meeting Attendance

- The MPO Directors' TEMPO meeting will be held on March 13<sup>th</sup> and 14<sup>th</sup> in Austin, Texas.

#### 2. Microtransit Feasibility Study Update:

- MPO staff continues to work with El Metro staff and the consulting team on the Microtransit Feasibility Study.
- A public meeting is scheduled for February 28<sup>th</sup> at El Metro Transit Center from 8:00 a.m. to 10:30 a.m.

#### 3. Texas Transportation Commission Meetings:

- February 27, 2025
- March 27, 2025
- April 24, 2025

Upcoming Texas Transportation Commission meetings and agendas can be found on the following link: <https://www.txdot.gov/about/leadership/texas-transportation-commission/meeting-dates-agendas.html>

#### 4. Upcoming regularly scheduled MPO meetings:

- Active Transportation Committee – February 26, 2025
- Technical Committee – March 11, 2025
- Policy Committee – March 19, 2025



# **LAREDO & WEBB COUNTY**

**AREA METROPOLITAN PLANNING ORGANIZATION**

## **Item VII.**

### **COMMUNICATIONS**



# LAREDO & WEBB COUNTY

AREA METROPOLITAN PLANNING ORGANIZATION

**Item VIII.**

**ADJOURNMENT**