



TRANSPORTATION POLICY BOARD MEETING

Monday, August 13, 2018

Room 3.102, Joe C. Thompson Center, University of Texas Campus
Red River and Dean Keeton Streets, Austin, Texas
6:00 p.m.

AGENDA

WATCH CAMPO LIVE: www.campotexas.org/livestream

1. Certification of Quorum – Quorum requirement is 11 members.....Chair Will Conley
2. Public Comments
Comments are limited to topics not on the agenda but may directly or indirectly affect transportation in the CAMPO geographic area. Up to 10 individuals may sign up to speak – each of whom must contact the CAMPO office by 4:30 p.m., Monday, August 13, 2018.
3. Chair AnnouncementsChair Will Conley
4. Report from the Technical Advisory Committee Chair Mr. Ed Polasek
The Chair of the Technical Advisory Committee will provide an overview of TAC discussion items and recommendations to the Transportation Policy Board.

EXECUTIVE SESSION:

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

5. Executive Session Chair Will Conley
The Transportation Policy Board will recess to an Executive Session, if necessary.

ACTION:

THE PUBLIC IS INVITED TO COMMENT ON ITEMS 6-9 IN THE SECTION BELOW

6. [Discussion and Approval of June 11, 2018 Meeting Summary](#)
.....Mr. Ashby Johnson, CAMPO
Mr. Johnson will present the June 11, 2018 meeting summary and request Transportation Policy Board approval.
7. [Discussion and Approval of CAMPO Appointment to Capital Metro Board](#)
.....Mr. Ashby Johnson, CAMPO
Mr. Johnson will request Transportation Policy Board approval of CAMPO appointment to the Capital Metro Board of Directors.

- 8. [Discussion and Approval of Amendment #1 to the CAMPO Procurement Policy](#)Ms. Theresa Hernandez, CAMPO
Ms. Hernandez will present the CAMPO Procurement Policy with accompanying Resolution 2018-8-8 and request Transportation Policy Board approval.

- 9. [Discussion and Approval of Resolution \(2018-8-9\) Amending the Unified Planning Work Program \(UPWP\)](#)Ms. Theresa Hernandez, CAMPO
Ms. Hernandez will provide a brief overview of the requested amendment with accompanying Resolution 2018-8-9 and request Transportation Policy Board approval.

INFORMATION:

- 10. [Discussion of Draft CAMPO Code of Conduct for Transportation Policy Board Members](#)Mr. Tim Tuggey, CAMPO Legal Counsel
Mr. Tuggey will present the Draft Code of Conduct for Transportation Policy Board review and discussion.

- 11. [Presentation of TxDOT Safety Initiatives](#)Mr. John Nevares, TxDOT
Mr. Nevares will provide an overview of ongoing and upcoming safety initiatives.

- 12. Executive Director’s Report on Transportation Planning Activities
 - a. [CAMPO 2040 Plan Administrative Amendment](#)
 - b. [Federal Highway Administration Workshop on Transportation Demand Management \(TDM\)](#)
 - c. [CAMPO Presentation to Metrostudy](#)
 - d. [Nomination for Executive Committee of the Transportation Research Board – National Academy of Sciences](#)

- 13. Announcements
 - a. Next Technical Advisory Committee Meeting – August 27, 2018
 - b. Next Transportation Policy Board Meeting – September 10, 2018

- 14. Adjournment



**Capital Area Metropolitan Planning Organization
 Transportation Policy Board
 Meeting Summary
 June 11, 2018**

1. Certification of Quorum – Quorum requirement is 11 members Vice Chair Steve Adler

The CAMPO Transportation Policy Board was called to order by the Vice Chair at 6:00 p.m.

The roll was taken and a quorum was announced present.

	Member	Representing	Member Attending	Alternate Attending
1	Will Conley, Chair	Affiliate Non-Voting Member	N	
2	Steve Adler, Vice-Chair	Mayor, City of Austin	Y	
3	Alison Alter	City of Austin, District 10	Y	
4	Clara Beckett	Commissioner, Bastrop County	Y	
5	Gerald Daugherty	Commissioner, Travis County	Y	
6	Sarah Eckhardt	Judge, Travis County	N	Vice Chair Steve Adler
7	Jimmy Flannigan	City of Austin, District 6	Y	
8	Victor Gonzales	Mayor, City of Pflugerville	N	Mayor Pro Tem Omar Peña
9	Mark Jones	Commissioner, Hays County	Y	
10	Ann Kitchen	City of Austin, District 5	Y	
11	Cynthia Long	Commissioner, Williamson County	Y	
12	Terry McCoy, P.E.	TxDOT-Austin District	N	Mr. Kevin Dickey
13	Terry Mitchell	Capital Metro Board Member	N	
14	Craig Morgan	Mayor, City of Round Rock	N	Commissioner Cynthia Long
15	James Oakley	Judge, Burnet County	Y	
16	Dale Ross	Mayor, City of Georgetown	Y	
17	Brigid Shea	Commissioner, Travis County	Y	
18	Edward Theriot	Commissioner, Caldwell County	Y	
19	John Thomaides	Mayor, City of San Marcos	N	
20	Jeffrey Travillion	Commissioner, Travis County	Y	
21	Corbin Van Arsdale	Mayor, City of Cedar Park	Y	

2. Public Comments

The Vice Chair recognized Mr. Roger Baker, who offered public comments on Long Term Planning Considerations.

Video of this item can be viewed at <http://austintx.swagit.com/play/06142018-514/3/>.

3. Chair Announcements Vice Chair Steve Adler

There were no announcements.

4. Report from the Technical Advisory Committee Chair Mr. Ed Polasek, TAC Chair

Mr. Ed Polasek provided an overview on the discussions from the May 21, 2018 meeting. Mr. Polasek reported that the TAC voted unanimously to approve staff’s recommendation for approval of Capital Metro’s Transit Asset Management (TAM) Performance Targets. Mr. Polasek also reported on the concerns of the TAC regarding the impact of direct capital responsibility in the future for specific areas of growth in the region that acquire assets.

Video of this item can be viewed at <http://austintx.swagit.com/play/06142018-514/4/>.

5. Executive Session Chair Conley

An Executive Session was not convened.

6. Discussion and Approval of May 7, 2018 Meeting Summary

There were no public comments on the May 7, 2018 meeting summary.

The Vice Chair entertained a motion for approval of the May 7, 2018 meeting summary.

Judge James Oakley moved for approval of the meeting summary, as presented.

Mayor Pro Tem Omar Peña seconded the motion.

The motion prevailed unanimously.

Ayes: Vice Chair Steve Adler (Proxy for Judge Sarah Eckhardt), Council Member Alison Alter, Commissioner Clara Beckett, Commissioner Gerald Daugherty, Council Member Jimmy Flannigan, Mayor Pro Tem Peña (Proxy for Mayor Victor Gonzales), Commissioner Mark Jones, Council Member Ann Kitchen, Commissioner Cynthia Long (Proxy for Mayor Craig Morgan), Mr. Kevin Dickey (Proxy for Mr. Terry McCoy), Judge James Oakley, Mayor Dale Ross, Commissioner Brigid Shea, Commissioner Edward Theriot, Commissioner Jeffrey Travillion, and Mayor Corbin Van Arsdale

Nays: None

Abstain: None

Absent and Not Voting: Chair Will Conley, Mr. Terry Mitchell, and Mayor John Thomaides

Video of this item can be viewed at <http://austintx.swagit.com/play/06142018-514/5/>.

7. Discussion and Approval of Capital Metro's Transit Asset Management (TAM) Performance Targets

There were no public comments on Capital Metro's Transit Asset Management (TAM) Performance Targets.

The Chair recognized Mr. Ryan Collins, CAMPO Short Range Planning Manager, who provided a brief overview of TAM performance targets set by Capital Metro. Mr. Collins noted that the TAM performance targets must be incorporated into the 2019-2022 Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).

The Vice Chair entertained a motion for approval of Capital Metro's TAM Performance Targets.

Judge James Oakley moved for approval of Capital Metro's TAM Performance Targets and accompanying Resolution 2018-6-7.

Commissioner Cynthia Long seconded the motion.

The motion prevailed unanimously.

Ayes: Vice Chair Steve Adler (Proxy for Judge Sarah Eckhardt), Council Member Alison Alter, Commissioner Clara Beckett, Commissioner Gerald Daugherty, Council Member Jimmy Flannigan, Mayor Pro Tem Peña (Proxy for Mayor Victor Gonzales), Commissioner Mark Jones, Council Member Ann Kitchen, Commissioner Cynthia Long (Proxy for Mayor Craig Morgan), Mr. Kevin Dickey (Proxy for Mr. Terry McCoy), Judge James Oakley, Mayor Dale Ross, Commissioner Brigid Shea, Commissioner Edward Theriot, Commissioner Jeffrey Travillion, and Mayor Corbin Van Arsdale

Nays: None

Abstain: None

Absent and Not Voting: Chair Will Conley, Mr. Terry Mitchell, and Mayor John Thomaides

Video of this item can be viewed at <http://austintx.swagit.com/play/06142018-514/6/>.

8. Discussion and Approval of CAMPO Executive Director to Begin Negotiation of Luling Relief Route Study Contract

There were no public comments for approval of the CAMPO Executive Director to begin negotiation of Luling Relief Route Study Contract.

The Chair recognized Mr. Ashby Johnson, who reported that the Transportation Policy Board awarded Caldwell County funding to conduct a Luling Relief Route Study in 2011. Transportation Development Credits (TDCs) have already been awarded as the required match for the funding. CAMPO has since been asked by Caldwell County to run the contract on their behalf.

Mr. Johnson informed the Board that CAMPO has completed a procurement process for consultant selection with assistance from Caldwell County and the City of Luling. There was a total of three (3) submittals. The top ranked firm was identified as RPS Group. Mr. Johnson concluded the presentation by requesting approval to begin negotiations of a contract not to exceed \$225,000 to assist Caldwell County with the work.

Commissioner Edward Theriot moved for approval of the CAMPO Executive Director to begin negotiation of Luling Relief Route Study Contract.

Commissioner Clara Beckett seconded the motion.

The motion prevailed unanimously.

Ayes: Vice Chair Steve Adler (Proxy for Judge Sarah Eckhardt), Council Member Alison Alter, Commissioner Clara Beckett, Commissioner Gerald Daugherty, Council Member Jimmy Flannigan, Mayor Pro Tem Peña (Proxy for Mayor Victor Gonzales), Commissioner Mark Jones, Council Member Ann Kitchen, Commissioner Cynthia Long (Proxy for Mayor Craig Morgan), Mr. Kevin Dickey (Proxy for Mr. Terry McCoy), Judge James Oakley, Mayor Dale Ross, Commissioner Brigid Shea, Commissioner Edward Theriot, Commissioner Jeffrey Travillion, and Mayor Corbin Van Arsdale

Nays: None

Abstain: None

Absent and Not Voting: Chair Will Conley, Mr. Terry Mitchell, and Mayor John Thomaides

Video of this item can be viewed at <http://austintx.swagit.com/play/06142018-514/7/>.

9. Update on 183S Construction Project

There were no public comments for the update on the 183S Construction Project.

The Chair recognized Mr. Justin Word, Director of Engineering with the Central Texas Regional Mobility Authority (CTRMA), who provided a brief update on the 183S Construction Project. Mr. Word highlighted project facts and provided an overview of the project limits, funding, and schedule for the 183S Project. Mr. Word also discussed specific concerns and aesthetics in the project's development.

Mr. Word informed the Board that the CTRMA has implemented the Good neighbor to Business Program which encourages project staff to visit with corridor businesses that are impacted by construction. The CTRMA is also working with Work Force Development on a Work Force Development Program to connect displaced workers with employment opportunities. Mr. Word introduced Mr. Mario Espinoza who provided a brief overview of the Work Force Development Program.

Mr. Word later highlighted specific tools used by the CTRMA to keep the public informed on the progress of projects and travel impacts.

Video of this item can be viewed at <http://austintx.swagit.com/play/06142018-514/8/>.

10. Report on the Transportation Planning Activities

a. Local Government Project Development Process Workshop

Mr. Ryan Collins reported that the Texas Department of Transportation (TxDOT) hosted a workshop for the Local Government Project Development Process earlier today. Mr. Collins further reported that the workshop was well attended by project sponsors that were awarded funding in the project call and staff.

Video of this item can be viewed at <http://austintx.swagit.com/play/06142018-514/9/>.

11. Announcements

The Vice Chair announced that the next Technical Advisory Committee will be held on June 25, 2018 and the next Transportation Policy Board Meeting will be held on August 13, 2018.

Video of items 11 and 12 can be viewed at <http://austintx.swagit.com/play/06142018-514/10/>.

12. Adjournment

The Transportation Policy Board Meeting adjourned at 6:29 p.m.



Date: August 13, 2018
Continued From: March 9, 2015
Action Requested: Approval

To: Transportation Policy Board
From: Mr. Ashby Johnson, Executive Director
Agenda Item: 7
Subject: Discussion and Approval of CAMPO Appointment to Capital Metro Board

RECOMMENDATION

Approval of the reappointment of Mr. Terry Mitchell to continue serving as the CAMPO financial or accounting appointee to the Capital Metro Board, in accordance with Section 451.5021 of the Texas Transportation Code. This term will expire on June 1, 2021.

PURPOSE AND EXECUTIVE SUMMARY

Section 451.5021 of the Texas Transportation Code states, in part, that CAMPO will appoint three (3) individuals to the Board of Directors of Capital Metro:

- one appointee who is an elected official (Subsection (b)(1));
- one appointee must have at least 10 years experience as a financial or accounting professional (Subsection (b)(6)); and
- one appointee must have at least ten (10) years experience in an executive level position (Subsection (b)-(7)).

Mr. Mitchell was appointed as the appointee with "...at least 10 years experience as a financial or accounting professional in a public or private organization, including a governmental entity." Mr. Mitchell has indicated his willingness to serve for an additional term as one of CAMPO's appointees to Capital Metro's Board.

FINANCIAL IMPACT

None.

BACKGROUND AND DISCUSSION

Mr. Mitchell was first appointed to the Capital Metro Board on April 6, 2015. He has completed his first term and is willing to serve an additional term.

SUPPORTING DOCUMENTS

None.

RESOLUTION 2018-8-7

Reappointment to the Capital Metropolitan Transportation Authority Board of Directors

WHEREAS, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

WHEREAS, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

WHEREAS, Section 451.5021 of the Texas Transportation Code outlines the composition of the Board of Directors of the Capital Metropolitan Transportation Authority; and

WHEREAS, Section 451.5021 further stipulates that the Transportation Policy Board is charged with appointing three members to the Board of Directors of the Capital Metropolitan Transportation Authority; and

WHEREAS, Section 451.5021 (b)(1) specifies that one appointee must be an elected official; (b)(6) specifies that one appointee must have at least 10 years of experience as a financial or accounting professional; and (b)(7) specifies that one appointee must have at least 10 years of experience in an executive level position in a public or private organization; and

WHEREAS, on April 6, 2015, the CAMPO Transportation Policy Board appointed Terry Mitchell to the Capital Metro Board of Directors as the member with at least 10 years of experience as a financial or accounting professional in a public or private organization; and

WHEREAS, it is in the best interest of the region to reappoint Mr. Mitchell to another term;

NOW, THEREFORE BE IT RESOLVED that the CAMPO Transportation Policy Board hereby votes to reappoint Terry Mitchell; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

BE IT FURTHER RESOLVED that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, the CAMPO Transportation Policy Board made a motion to appoint Terry Mitchell to the Capital Metropolitan Transportation Board of Directors. The motion was made on August 13, 2018 by _____, duly seconded by _____.

Ayes:

Nays:

Abstain:

Absent and Not Voting:

SIGNED this 13th day of August 2018.

Chair, CAMPO Board

Attest:

Director, CAMPO

DRAFT



Date: August 13, 2018
Continued From: January 9, 2017
Action Requested: Approval

To: Transportation Policy Board
From: Ms. Theresa Hernandez, Finance & Administration Manager
Agenda Item: 8
Subject: Discussion and Approval of Amendment #1 to the CAMPO Procurement Policy

RECOMMENDATION

CAMPO staff recommends that the Transportation Policy Board (TPB) approve Amendment #1 to the CAMPO Procurement Policy (**Attachment A**) and the accompanying resolution (**Attachment B**).

PURPOSE AND EXECUTIVE SUMMARY

The proposed amendment to the CAMPO Procurement Policy was approved by the Texas Department of Transportation (TxDOT) – Transportation Planning and Programming Division (TPP) on July 31, 2018 (**Attachment C**). Per the Planning Agreement between TxDOT and CAMPO, CAMPO is required to maintain approved written procurement procedures that meet or exceed the requirements of 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” and the state’s Uniform Grant Management Standards (UGMS) as either may be revised or superseded.

FINANCIAL IMPACT

None.

BACKGROUND AND DISCUSSION

On January 9, 2017, the TPB approved CAMPO’s Procurement Policy. As a proactive measure to avoid potential discrepancies in future billings, the TxDOT Planning and Programming Division recommended that CAMPO amend its Procurement Policy to provide more specificity on the applicable dollar thresholds and procurement methods CAMPO uses to purchase goods and services.

In June 2017, the TxDOT Civil Rights Division officially advised CAMPO of completion of an audit of CAMPO Title VI policies and practices and that CAMPO had been found to be in compliance with all applicable federal and state regulations. Accompanying this notification was a follow-up report that included some recommendations for additional steps that CAMPO could take to further bolster the agency’s non-discrimination policies and procedures. These recommendations included ensuring the clauses from Appendices A and E of the U.S. DOT Standard Title VI Assurances are included in all future CAMPO contract agreements.

In addition to correcting some minor spelling and grammatical errors, this proposed amendment addresses the above TxDOT recommendations.

SUPPORTING DOCUMENTS

Attachment A: *CAMPO Procurement Policy Amendment*

Attachment B: *Resolution 2018-8-8*

Attachment C: *TxDOT Approval Letter*

CAPITAL AREA
METROPOLITAN PLANNING ORGANIZATION
PROCUREMENT POLICY

INTRODUCTION

These procedures establish standards and guidelines for the procurement of services through Third Party Contracts. The 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, provides for waiving certain reviews by the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and the Texas Department of Transportation (TxDOT) if the Capital Area Metropolitan Planning Organization (MPO) has a procurement system that has been certified by those agencies. These procedures were developed to satisfy those certification requirements and to ensure that a qualified contractor is obtained through an equitable selection process, and that work is properly accomplished in a timely manner at a just and reasonable cost.

RESPONSIBILITY

The MPO is responsible, in accordance with good administrative practices and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements for services. These include, but are not limited to, evaluation of proposals, protest, disputes, and claims.

In addition to the policy matters described herein, the Executive Director of the MPO may, with the consent and approval of the Executive Committee of the MPO's Transportation Policy Board, develop and adopt further implementing and clarifying procedures or processes, consistent with this Policy.

CONFLICT OF INTEREST

No member, officer, employee or agent of the MPO, a subgrantee, or other entity shall participate in selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or perceived, would be involved. Such a conflict would be deemed to arise when:

- the member, officer, employee or agent,
- any member of his or her immediate family (within the second degree of consanguinity or affinity),
- his or her partner,
- or an organization which employs, or is about to employ any of the above or has a financial or other interest in the firm selected for the award.

MPO members, officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, subcontractors, parties or potential parties to agreements or subagreements or other suppliers of goods or services. An exception exists where the financial interest is incidental and not substantial or the gift is an unsolicited item of nominal intrinsic value.

Should such a conflict of interest be found to exist, the affected contract may be voided at the discretion of the Metropolitan Planning Organization Transportation Policy Board. Any violation of the Conflict of Interest policy may be cause for disciplinary action including removal from his or her office or position at the discretion of the Metropolitan Planning Organization Transportation Policy Board.

PRINCIPLES OF PROCUREMENT

Effective procurement procedures require an understanding and implementation of the fundamental principles of basic procurement. These principles insure that the organization enters into the

selection process, the procurement, and the contracting agreement in an efficient, effective manner, in accordance with applicable Federal and State laws.

The first of these principles requires the MPO to treat all prospective contractors in an equal and equitable manner. All potential contractors should be given same treatment in the award and administration of contracts.

The second principle requires the MPO to maximize open and free competition. The MPO will not restrict competition by utilizing exclusionary or discriminatory specifications such as:

- Placing unreasonable requirements on contractors in order for them to qualify to do business;
- Allowing noncompetitive practices including collusion and price fixing;
- Allowing conflicts of interest; and
- Requiring unnecessary experience.

The third principle requires that the MPO and the contractor establish and maintain an "arm's length relationship." The rights of both parties must be clearly established in a contract; there must be a formal offer and acceptance; the parties involved must possess the requisite authority to contract; and there must be adequate consideration for both parties. An "arm's length relationship" prohibits collusion or gratuitous relationships between the MPO and the contractor which result in unwarranted benefit or gain to either party.

The fourth principle in sound procurement is that the parties to the agreement must have an opportunity for remedy if either party is harmed in any manner during the contractual relationship.

METHODS OF PROCUREMENT

The MPO purchases goods and services on the open market by informal or formal requests, or by utilizing cooperative purchasing contracts. The specific methods of procurement for goods and services are based on dollar ranges. Purchases in the range of \$0 - \$3,000 (micro-purchases) may be made based on a single quote if the MPO considers the price to be reasonable. Purchases in the range of \$3,000.01 - \$50,000.00 (small purchases) are made based on an informal request with a minimum of three (3) price quotations from qualified sources, with at least two (2) quotations from disadvantaged business enterprise (DBE) firms. Purchases in the amount of \$50,000.01 or greater (large purchases) are made based on formal solicitations, i.e., Invitations for Bid (IFB), or cooperative purchasing contracts, and require approval of the MPO Policy Board. A single purchase may not be deliberately divided, split, or separated into smaller components to stay within a particular dollar range.

The MPO retains consultant services through two methods of procurement - competitive negotiation and noncompetitive. Competitive negotiation procurement is the preferred method of procurement by the MPO. Noncompetitive procurement is only used in the following limited situations:

1. The item is available only from a single source.
2. Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
3. The Federal grantor agency authorizes noncompetitive procurement.
4. After solicitation of a number of sources, competition is determined to be inadequate.

The MPO retains consultant services for transportation planning studies, public involvement assistance, and auditing services. Consequently, the majority of the contractors retained by the MPO are architectural, engineering, or accounting firms. Under Texas State law, the MPO must engage such firms based on their qualifications and experience, with fees being determined through negotiations following

selection. Accordingly, the MPO solicits proposals from a number of sources through the issuance of a Request for Proposal (RFP) or Request for Qualifications (RFQ). An RFP is most commonly used for planning-related services. An RFQ may be used for a specialist contractor where the tasks are uncomplicated, requiring a very specific skill set, and where the contract size (cost) is relatively small. When there is the potential for significant interest in a major contract opportunity, an RFQ may also be used in a two-stage procurement process to pre-qualify potential offerors who would subsequently compete for the opportunity at the RFP stage. Contained in the RFP/RFQ is a conceptual Scope of Work to which prospective contractors must respond. At the time the conceptual Scope of Work is developed, a project budget is established. The project budget is published as a part of the RFP/RFQ. Upon receipt of solicited proposals, contractors are evaluated based on the qualifications of the prospective contractor, the prospective contractor's understanding of the scope of work, knowledge of the study area, the firm's previous related work experience, and the proposed management plan. Proposers are ranked and authorization from the MPO Policy Board to initiate contract negotiations with the firms in rank order is obtained.

SCOPE OF WORK

A Scope of Work shall be developed for any Third Party Contract based on the primary objective and tasks as outlined in the latest approved Unified Planning Work Program (UPWP). The Scope of Work should be sufficiently definite and clear to permit the preparation of proposals on a common basis to obtain the benefit of full and free competition. The Scope of Work should include general conditions, special conditions, and technical specifications for the work to be accomplished. Special conditions include the procedures by which contractor proposals will be evaluated and selected.

COST AND PRICE ANALYSIS

In order to properly evaluate the contractor's cost proposal, the MPO shall develop an independent cost estimate and perform a cost or price analysis in connection with every negotiated procurement action, including contract modifications.

A cost analysis is a detailed evaluation of the cost elements in the potential contractor's offer to perform. It is conducted to form an opinion as to the degree to which the contractor's proposed costs represent what his or her performance should cost. A cost analysis is generally conducted to determine whether the contractor is applying sound management in proposing the application of resources to the contracted effort and whether costs are proper, allowable, and allocable. A cost analysis is performed in these situations:

1. When an offeror is required to submit the elements of his estimated cost.
2. When adequate price competition is lacking.
3. For sole-source procurements (including contract modifications or change orders), unless price reasonableness can be established on the basis of a market price or based on prices set by law or regulation.

A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all separate cost elements and the profit factors that comprise a price proposal. Price analysis is a broad term that includes whatever actions the MPO takes to reach a price decision without using cost analysis methods. These actions may include:

1. A comparison of competitive price quotations submitted to the MPO.
2. A comparison of prior quotations and contract prices with current quotations for the same or similar projects.

3. The use of yardsticks to point up apparent gross inconsistencies.

Documentation of any cost or price analysis will be included in the contract file.

PROSPECTIVE CONTRACTORS

After development of the Scope of Work or Purchase Specifications, the MPO shall post the RFP/RFO/IFB on its website and may also select a list of prospective contractors to be notified of the RFP/RFO/IFB by the MPO from a file of contractors who have asked to be considered for this or similar projects. The list shall include sufficient prospective contractors to assure an open process for selecting a contractor. The scope of certain projects, because of the specialized technical nature, may limit the list of qualified contractors. In such cases, at least three contractors will be asked to submit proposals.

DISADVANTAGED BUSINESS ENTERPRISE

The MPO has a firm commitment to an affirmative action program for disadvantaged business enterprises (DBE) participation in its Third Party contracting opportunities. The Transportation Policy Board of the MPO shall comply with the DBE requirements of the federal or state agency which is providing funding for the project. All potential contractors are encouraged to make every effort possible to meet the established goal and to identify DBE firms in the proposals. However, nothing in this provision shall be construed to require the utilization of any DBE firm which is either unqualified or unavailable.

REQUEST FOR PROPOSAL/QUALIFICATIONS OR INVITATION FOR BID

The MPO shall develop a Request for Proposal (RFP) an RFP/RFO/IFB as described below.

Instructions for Proposals. Instructions for proposals should give, in summary fashion, general information about what is required from the consultant. The instructions should include the proposal due date and time, the number of copies of the proposal, the person and address for submission, and information about any pre-proposal meeting(s). Proposers shall be considered "nonresponsive" if they fail to conform to the requirements (copies, due date/time) of the solicitation.

Purpose. The purpose briefly describes the objective of the study to be performed.

Proposal Content. The proposal content describes the specific information to be supplied by the proposer including: a cover letter, study methodology, key personnel, management plan, and related work.

Criteria for Evaluation. The criteria and weighing to be used in evaluating the proposals must be included in the RFP/RFO/IFB. This section contains the published budget for the study effort.

Selection Procedure. An evaluation committee will be appointed to review proposals. The committee will rank proposals and make recommendations. Contracts over \$50,000 will be recommended to the Transportation Policy Board.

Duration of Contract. The anticipated length of the contract is described in this section.

Disadvantages Business Enterprise Participation. Section as described previously.

Compliance with Federal Regulations. This section calls the attention of the proposer to the fact that the contract is funded through financial assistance from the United States and Texas

Departments of Transportation. As such, the contract must comply with all applicable Federal and State regulations.

Debarment Certification. All prospective contractors are required to execute a "Certification of Lower-Tier Participant" form as a part of their proposal.

Background. This section should give a brief background on the project and the reasons for which contract goods or services are being sought.

Scope of Work/Purchase Specifications. The Scope of Work/Purchase Specifications shall incorporate a clear and accurate description of the technical requirements of the product or service being procured. Such description shall not contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the product or service being procured and shall set forth minimum essential characteristics and standards to which it must conform if it is to satisfy the intended use.

PROTEST PROCEDURES

At any point in the procurement process, any dispute, protest, or claim may be filed. The dispute, protest, or claim should be directed to the MPO Executive Director within seven (7) days after the aggrieved party knows or should have known of the facts or events giving rise to the complaint.

In order for an above mentioned party to enter the protest process, a written complaint must be sent to the MPO Executive Director by certified mail within seven (7) days which identifies the following:

- Name, mailing address and business telephone number of the complainant.
- Appropriate identification of the procurement being questioned.
- A precise and concise statement of reasons for the protest.
- Supporting exhibits, evidence or documents to substantiate any claims.

The dispute, protest, or claim must be based on an alleged violation of the MPO's Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which the MPO is a party. Failure to receive a procurement award from the MPO in and of itself does not constitute a valid complaint.

Upon receipt of a complaint, the MPO Executive Director will forward a copy of the written protest to the MPO Chairman.

The MPO Executive Director (or designee) shall contact the complainant and attempt to resolve the allegations informally. If the MPO Executive Director (or designee) successfully resolves the allegations by mutual agreement, the MPO Executive Director will forward written documentation to the MPO Chairman of the resolution with specifics on each point addressed in the original complaint.

If the MPO Executive Director (or designee) is not successful in resolving the allegations, the complaint along with the MPO Executive Director's or designee's comments will be forwarded to the MPO Chairman. At the next regularly scheduled MPO Transportation Policy Board meeting, the MPO Chairman will appoint members and a chairman of a procurement protest subcommittee. Prior to the next regularly scheduled MPO Transportation Policy Board meeting, the procurement protest subcommittee shall meet to review all documents, interview the complainant, and prepare a written decision for consideration by the full MPO Transportation Policy Board. The MPO Executive Director shall place the complaint on the next MPO Transportation Policy Board meeting agenda for action. The MPO Transportation Policy Board may

conduct a hearing as a part of their meeting to resolve the appeal. A final written decision shall be forwarded to the complainant. In any event, action by the MPO Transportation Policy Board shall be final.

CONTRACT

The following is the "~~boiler-plate~~pro forma contract" for professional services ~~contract~~ entered into by the MPO.

DRAFT

THE STATE OF TEXAS) (
COUNTY OF TRAVIS) (KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered into and executed this _____ day of _____, 20__, by and between the Capital Area Metropolitan Planning Organization, hereinafter called the MPO, which is the designated Metropolitan Planning Organization of the Austin urbanized area, and _____, hereinafter called Consultant.

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 Austin urbanized area 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 (~~collectively or individually "Regulations"~~), the MPO has developed and maintains the 20__-20__ Unified Planning Work Program (UPWP) which outlines work tasks and estimated expenditures; and,

WHEREAS, the latest approved UPWP has been approved by the Policy Board, the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), and the U.S. Department of Transportation (US DOT), acting by and through the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA); and,

WHEREAS, in the latest approved UPWP, the MPO is authorized to engage a consultant to conduct the _____; and

WHEREAS, the Consultant desires to perform said study;

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

AGREEMENT

ARTICLE I

PURPOSE

1.01 This contract stipulates the terms and conditions whereby the Consultant 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 Consultant for work approved by the Policy Board, or its designated representative.

ARTICLE II

TERM

- 2.01 The term of this contract will begin on _____, and shall terminate upon the MPO's final approval of work completed by the Consultant or on _____ whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

ARTICLE III

SERVICES TO BE PERFORMED

- 3.01 The Consultant shall undertake with its own personnel and resources or through contractors authorized pursuant to ARTICLE V, Subsection 5.04, 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 Consultant 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 If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work or the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment, approved by the Policy Board, will be executed. Any amendment so executed must be approved within the contract period specified in Article II.
- 3.04 When the Scope of Work requires a completed work product, the MPO will review the work as specified in the Scope of Work. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts hereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article III, Subsection 3.03.
- 3.05 If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

ARTICLE IV

PERSONNEL

- 4.01 The Consultant represents that it has or will secure, and agrees to furnish, personnel with qualifications, skills, and expertise required to perform the Scope of Work. The Consultant will provide all necessary supervision and coordination of activities that may be required to complete the activities described in the approved Scope of Work.
- 4.02 The Consultant designates _____ as the Consultant Project Manager. The Policy Board designates _____ as the MPO Project Manager.

ARTICLE V

FISCAL MANAGEMENT & DISBURSEMENT

- 5.01 The maximum amount payable under this contract shall not exceed the amount _____ dollars (\$ _____), as outlined in Attachment B - Budget Summary. Attachment B is hereby incorporated in full in this contract by reference. The MPO will withhold ten percent (10%) of the total contract amount pending completion of the Scope of Work as described in Attachment A. Upon satisfactory completion of the Scope of Work, the Consultant may invoice for the withheld amount.
- 5.02 The MPO agrees to reimburse the Consultant for work approved by the Policy Board, or its designated representative, that is performed in accordance with the approved Scope of Work, within thirty (30) days of the MPO's receipt of the invoice prior to the MPO seeking reimbursement for such work from TxDOT. Reimbursement will not exceed the total budgeted for the Consultant in the approved Budget Summary.
- 5.03 The Consultant agrees to submit bills monthly within forty-five (45) days of the end of the month within which the work was performed (see Appendix A). The MPO agrees to promptly request reimbursement from the TxDOT for monthly bills submitted by the Consultant. Reimbursement under this contract shall be in accordance with applicable federal regulations including Cost Principles, 48 CFR, Chapter 1, Part 31, FAR 31 herein made a part of this contract by reference. Further, to be eligible for reimbursement, a cost must be incurred within the contract period specified in ARTICLE II. The Consultant shall include as part of his request for payment a list of all Disadvantage Business Enterprise subcontractors and the amounts to be paid to each of the subcontractors from the request for payment. This requirement is in accordance with FTA Circular 4716.1A. All costs must be supported by source documents which comply with generally accepted accounting practices.
- 5.04 In the event the Consultant contracts with an individual and/or an organization to perform certain tasks in order to accomplish the Scope of Work, the Consultant agrees to submit any and all contracts for such work to the MPO for approval prior to execution of said contracts and said agreements must contain all required provisions of this contract and must specify that all bills be submitted to the Consultant. The Consultant will be responsible for all work under this contract even if the work has been subcontracted to another individual and/or organization.
- 5.05 The Consultant agrees that the MPO, TxDOT, the US DOT, and the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the study, and to audit the books, records, and accounts with regard to the study. Further, the Consultant agrees to maintain all fiscal records and supporting documentation for a period of four (4) years after the MPO makes final payments and all other pending matters are closed. The Consultant further agrees that, in the event, any expenditures under this contract are found to be ineligible for reimbursement by an audit, and/or any additional audits performed within the four (4) years following acceptance of the original audit, the Consultant will reimburse the MPO for those expenditures declared ineligible within ninety (90) days after being notified in writing of the findings.
- 5.06 Authorization for expenditure of funds under this contract is contingent upon funding by the appropriate agencies of the US DOT and/or TxDOT.

In the event that funds provided by and/or through the US DOT or TxDOT are not made available, withdrawn in whole or in part, and/or canceled for whatever reason such that the Scope of Work will not be completed, this contract will be terminated effective the date of said termination of funds, in such event:

- a. The MPO shall give notice to the Consultant in writing within thirty (30) days of being advised of any funding cutback affecting this contract.
- b. the Consultant agrees that upon receipt of such notice, the conditions and requirements outlined in ARTICLE VIII, Subsection 8.01, will be accomplished by the Consultant.

5.07 In the event that it becomes necessary to amend the Consultant's budget during the course of this contract, the MPO and the Consultant agree that such amendments must have the mutual written concurrence of both parties. In the event that both parties cannot reach mutual agreement, the provisions outlined in ARTICLE VIII, Subsection 8.01, may be applied.

ARTICLE VI

REPORTING REQUIREMENTS

- 6.01 The Consultant shall submit to the MPO monthly progress reports, Attachment C. These reports shall outline work accomplished during the previous month or since the last progress report for the Consultant's work under this contract. These reports will include, but not be limited to, the percentage of completion of the overall work project and each work phase, special problems or delays encountered or anticipated, changes in the estimated value of each phase of work, the anticipated work activities for the next month, and a brief description of work accomplished for each task.
- 6.02 Upon completion of the Scope of Work, the Consultant will provide electronic files (both Microsoft Word and an Adobe Acrobat pdf) of the final report which documents all steps of the study process with supporting data to the MPO. The MPO will also be furnished all computer-generated graphics in a format compatible with ArcInfo/ArcView/ArcGIS software and systems and all supporting documentation (i.e. Synchro model runs and data).

ARTICLE VII

DISPUTES

- 7.01 The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered in support of contract work.
- 7.02 The MPO shall act as referee in all disputes regarding non-procurement issues, and the MPO's decision shall be final and binding subject to review and approval by the TxDOT, FHWA, and FTA.

ARTICLE VIII

TERMINATION

- 8.01 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 effected 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 Consultant 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 subcontracts except as may be necessary for completion of the work not terminated.
 - c. Terminate all orders and subcontracts 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 date of 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.
- 8.02 Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract, and any increased cost arising from the Consultant's default, breach of contract, or violation of terms shall be paid by the Consultant.
- 8.03 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.
- 8.04 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 Consultant shall be covered by the provision of ARTICLE XVIII under this contract with respect to ownership.
- 8.05 Except with respect to defaults of subcontractors, the Consultant 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 Consultant 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 Consultant. 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 Consultant.

ARTICLE IX

NON-DISCRIMINATION

- 9.01 It is mutually agreed that all parties hereto shall be bound by the provisions of 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\(b\)](#). In furtherance of the requirements of Title 49, a copy of "Notice to Contractors--Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Contracts" is marked Exhibit "B", attached hereto, and made a part hereof.

9.02 It is the policy of the US DOT that ~~Minority~~ ~~Minority-Disadvantaged~~ Business Enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, ~~Minority-Disadvantaged~~ Business Enterprise requirements of 49 CFR Part 26, as amended, apply to this contract as follows:

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The Consultant agrees to guarantee that ~~Minority-Disadvantaged~~ 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 Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ~~insure~~ ensure that ~~Minority-Disadvantaged~~ Business Enterprises have the maximum opportunity to compete for and perform contracts.

The Consultant 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. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after written notification from the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

9.03 The Consultant 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.

9.04 In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, age, sex, or disability.

9.05 The Consultant shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TxDOT or the US DOT to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish information, the Consultant shall so certify to the TxDOT or the US DOT, as appropriate, and shall set forth what efforts it has made to obtain the information.

9.06 In the event of the Consultant's noncompliance with the non-discrimination provisions of this contract, the MPO shall impose such contract sanctions as it, TxDOT or the US DOT may determine to be appropriate, including but not limited to:

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

9.07 The Consultant shall include the provisions of Subsections 9.01 through 9.06 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the

interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- 9.08 No otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under this agreement. The consultant shall ensure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the basis of disability in programs and activities receiving or benefiting from Federal Financial Assistance, set forth in 49 CFR Part 27, and any amendments to it.

ARTICLE X

EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE XI

INDEMNITY

- 11.01 The Consultant agrees to be responsible for all claims and liabilities due to the negligent acts or omissions of the Consultant, its agents or employees while performing this contract. The Consultant also agrees to be responsible for any and all expenses incurred by the Consultant in litigation or otherwise resisting such claims or liabilities as a result of any negligent activities of the Consultant, its agents or employees only.

ARTICLE XII

GOVERNING LAW

- 12.01 This contract shall be governed by the law of the State of Texas and all obligations hereunder of the parties are performable in Travis County.

ARTICLE XIII

AMENDMENT

- 13.01 No provision of this contract shall be deemed waived, amended, or modified by either party unless and until such waiver, amendment, or modification is in writing, approved by the MPO, TxDOT, and the US DOT before additional work may be performed or additional costs incurred which will be eligible for reimbursement, and signed by the party against whom it is sought to be enforced.
- 13.02 Changes in the scope, objectives, character, cost or complexity of the work as approved in the latest approved UPWP must be submitted in writing and must be approved by the MPO and TxDOT or the US DOT before additional work may be performed or additional costs incurred which will be eligible for reimbursement. Said charges must be approved by the MPO prior to submittal to TxDOT or the US DOT.

ARTICLE XIV

PRECEDENCE OF AGREEMENT

- 14.01 This contract constitutes the sole and only agreement between the parties hereto for 23 USC Section 104(f) and 49 USC Section 5301 et seq. funds and supersedes any prior understanding, written or oral, between the parties respecting the matters herein contained.

ARTICLE XV

GENDER

- 15.01 Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

ARTICLE XVI

LEGAL CONSTRUCTION

- 16.01 In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision hereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XVII

SANCTIONS

- 17.01 In the event the Consultant does not accomplish the Scope of Work and is unable or unwilling to provide satisfactory cause to the MPO as to the reasons and/or justifications for not accomplishing the work, the MPO reserves the right to impose one or both of the following sanctions on the Consultant:
- a. Retain a percentage of current and/or future reimbursements to the Consultant until the Consultant satisfactorily completes the work. The percentage to be retained will be determined by the MPO.
 - b. Require a reimbursement from the Consultant of funds expended under this contract in an amount not to exceed the amount reimbursed to the Consultant in the study which the Consultant has failed to satisfactorily complete. The exact amount to be reimbursed to the MPO will be determined by the MPO; however, such determination shall not preclude the Consultant's rights under law.

ARTICLE XVIII

OWNERSHIP OF WORK PRODUCT

- 18.01 It is agreed that the MPO, TxDOT and the US DOT shall own any and all information in whatsoever form and character produced in accordance with this contract. It is expressly agreed that the information, data, written information, or other work produced, collectively "the work", which is produced pursuant to this contract shall be considered a work made for hire, having been

specifically ordered or commissioned for use as a contribution to a collective work, as a supplementary work, as a compilation, or as an information, and/or other work produced under this contract shall be furnished to the MPO upon request.

- 18.02 The MPO, TxDOT and the US DOT shall, with regard to any reports or other products produced under this contract, have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any modifications made by the MPO to any of the Consultant's documents, or any use, partial use, or reuse of the documents without written authorization or adaptation by the Consultant will be at the MPO's sole risk and without liability to the Consultant.
- 18.03 The Consultant agrees not to release data or information about the results of the study to any person outside the MPO without first obtaining written authorization to release such information from the MPO.

ARTICLE XIX

ACKNOWLEDGMENT OF FUNDING SOURCE

- 19.01 The Consultant shall give credit to the US DOT, TxDOT, and the MPO as the funding source in all oral presentations, written documents, publicity, and advertisement regarding any activities which ensue from this contract.

ARTICLE XX

PROHIBITED INTEREST

- 20.01 No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising therefrom. No member, officer, or employee of the MPO during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE XXI

INSPECTION OF WORK

- 21.01 The MPO, the State of Texas, and the US DOT, and any authorized representative hereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed.
- 21.02 If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE XXII

NONCOLLUSION

- 22.01 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. If the Consultant 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 consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

ARTICLE XXIII

POLITICAL ACTIVITY AND LOBBYING

- 23.01 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 XXIV

DEBARRED BIDDERS

- 24.01 The Consultant, including any of its officers or holders of a controlling interest, is obligated to inform the MPO whether or not it is or has been on any debarred bidders lists maintained by the United States Government and the State of Texas. Should the Consultant be included on such a list during the performance of this study, it shall so inform the MPO.

ARTICLE XXV

ENERGY POLICY

- 25.01 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE XXVI

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS

- 26.01 The Consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the United States Environmental Protection Agency (US EPA) requirements (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the US EPA list for Violating Facilities. The Consultant shall report violations to FTA and the US EPA Assistant Administrator for Enforcement (ENO329).

ARTICLE XXVII

COMPLIANCE WITH LAWS

- 27.01 The Consultant shall comply with all applicable Federal, State, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter 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, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

ARTICLE XXVIII

SUCCESSORS AND ASSIGNS

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

ARTICLE XXIX

SIGNATORY WARRANTY

29.01 The undersigned signatory for the Consultant hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this contract and that he/she has full and complete authority to enter into this contract on behalf of his/her organization.

ARTICLE XXX

NOTICES

30.01 All notices hereunder shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to the MPO: ~~Ashby Johnson~~, Executive Director
Capital Area Metropolitan Planning Organization
3300 N IH 35, Suite 630
Austin, Texas 78705

If to Consultant:

EXECUTED IN DUPLICATE ORIGINALS THIS THE _____ DAY OF _____,
A.D., 20_____.

CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION

BY: _____
~~Ashby Johnson~~
Executive Director

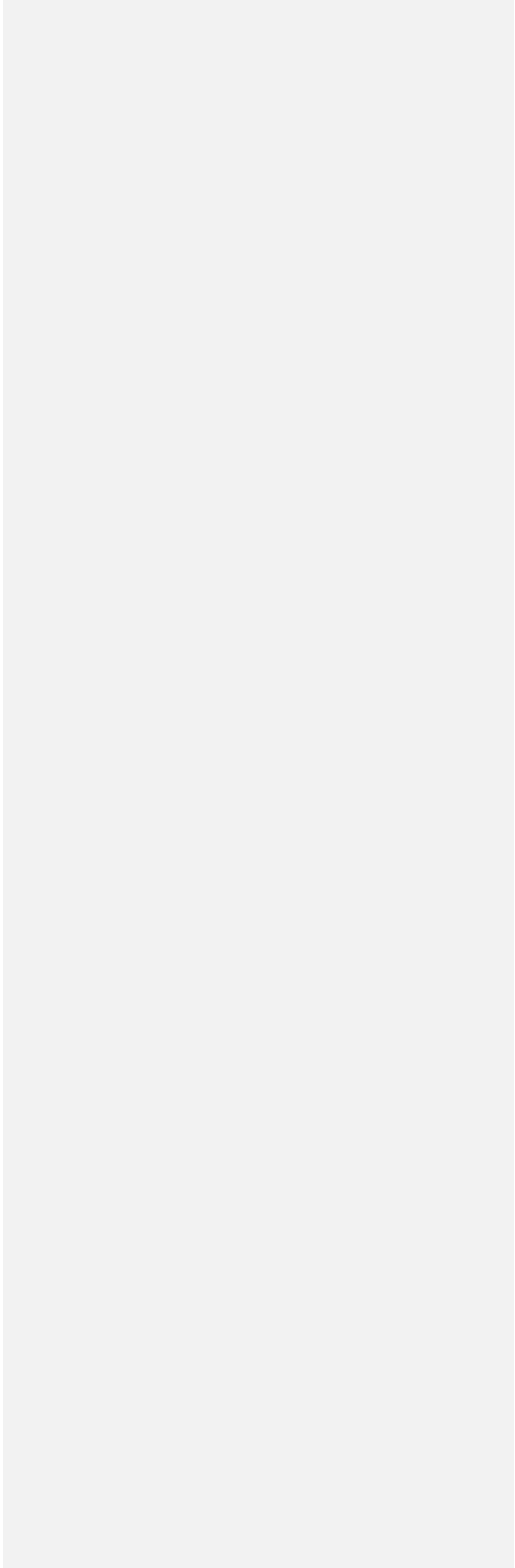
BY: _____
TITLE: _____

ATTEST: _____

ATTEST: _____

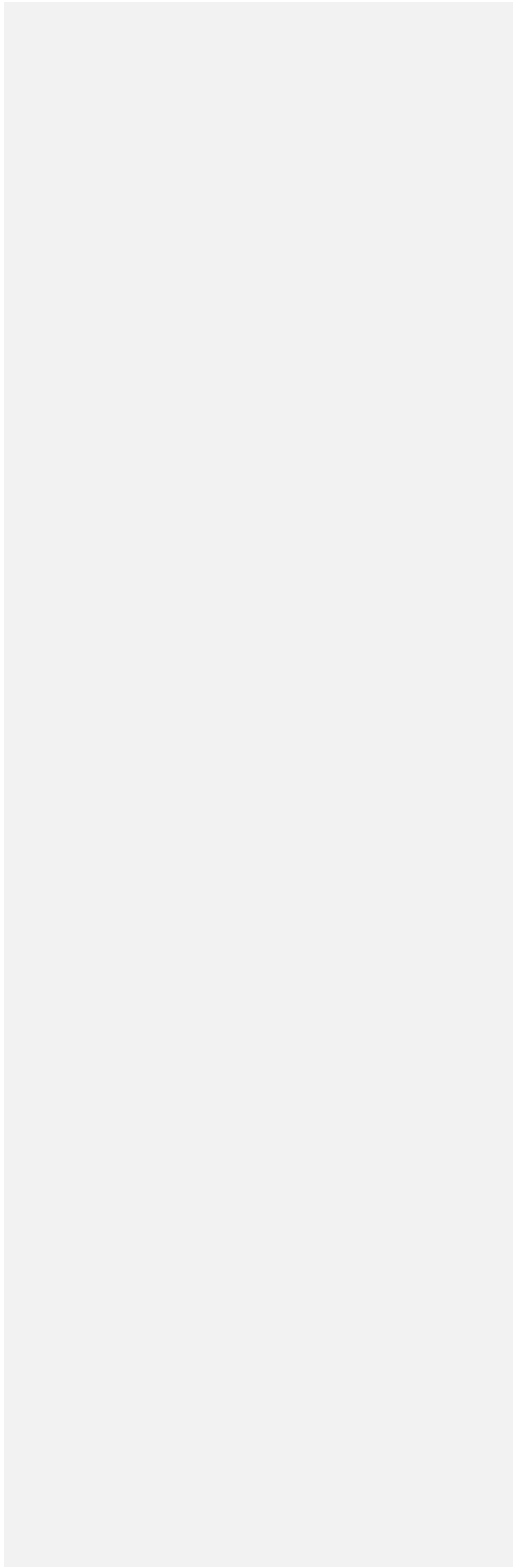
ATTACHMENT A
SCOPE OF WORK

DRAFT



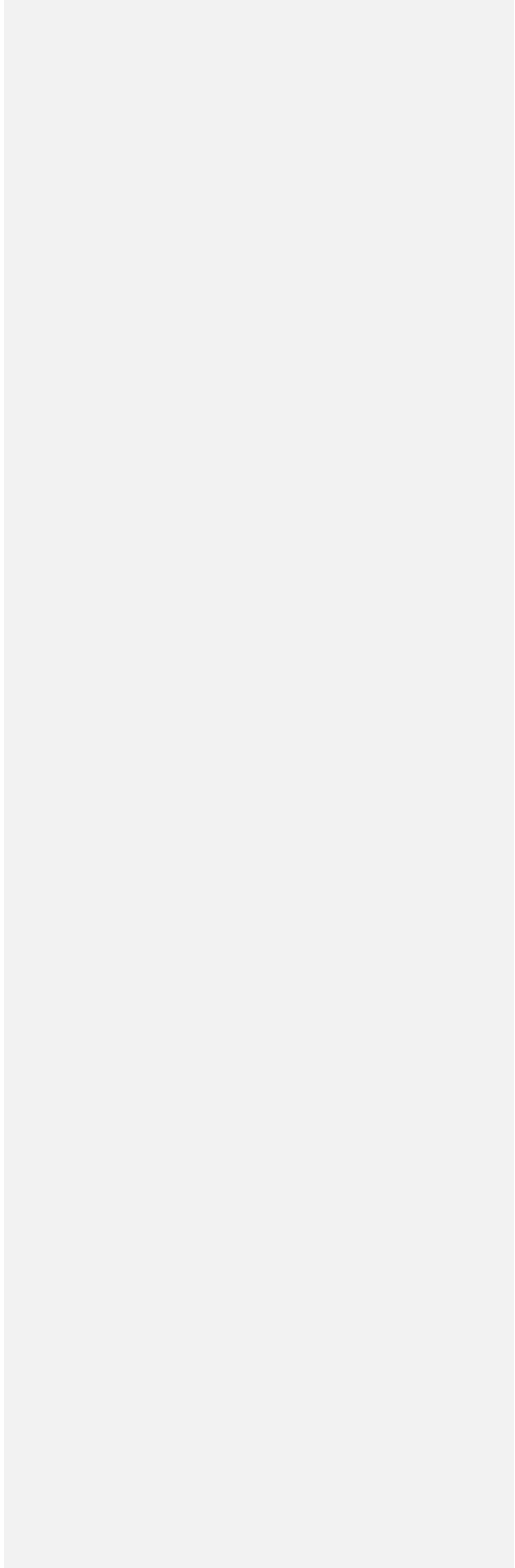
ATTACHMENT B
BUDGET SUMMARY

DRAFT



ATTACHMENT C
PROGRESS REPORT

DRAFT



Prime Consultant:

Project:

Total Project Amount:

Month/Year:

Task	% of Contract	Description of work/ Product Progress (Provide adequate information to explain work completed to date)	% Work Completed
1	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0
2	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0
3	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0
4	0	Work done this month:	0

Task	% of Contract	Description of work/ Product Progress (Provide adequate information to explain work completed to date)	% Work Completed
		Next month's work activities: Problems/Delays: Changes in estimated value:	
5	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0
6	0	Work done this month: Next month's work activities: Problems/Delays: Changes in estimated value:	0

Prepared by: _____

Approved by: _____

Title: _____

Title: _____

CONTRACT APPENDIX A

INCLUDE WITH INVOICE:

PROGRESS REPORT

TIME SHEETS A SUMMARY OF HOURS WORKED ON THE CONTRACT FOR THE PRIME CONSULTANTS CONSULTANT'S EMPLOYEES

- ~~“Time sheets”~~ The summary must ~~be actual time sheets and not simply a listing of hours and~~ specify the dates and number of hours per task from the Scope of Work that each employee worked on this project
- ~~Highlight the appropriate time on the time sheet as it relates to this study~~
- Any person's time being billed that was not included in the original Attachment B is not eligible without a written request indicating the individual's name, title, hourly rate and an explanation of their contribution to the study

EXPENSE REPORTS FOR TRAVEL AND RECEIPTS FOR OTHER REIMBURSABLE EXPENSES

- Reimbursement for travel will be based on ~~each organization's~~ the MPO's internal policies.
- Do not piecemeal travel expenses. All expenses for the same trip should be submitted at the same time. Appropriate charges should be highlighted
- Include highlighted copies of airline, parking, hotel and meal receipts
- Meal receipts must be itemized and alcoholic beverages and tips/gratuities are not reimbursable expenses, food other than meals are non-reimbursable expenses
- Mileage for which an employee is reimbursed should be documented with the travel date, trip destination and trip purpose
- Include the number of copies run, what the copies were for, and indicate the appropriate rate (color, black and white, plots, etc.)
- Include highlighted receipts for outside services and identify on the receipt the line item to which the item was charged
- Only those other direct line items on the original Attachment B are eligible for reimbursement. Prior approval must be requested for any additional line items

INVOICE FOR EACH SUB CONSULTANT

- Follow the example given for the Prime Consultant and provide the same information as required to the Prime in labor and other direct charges
- Contracts with subconsultants must be on file in the MPO office prior to MPO reimbursing for subconsultants bills

CONTRACT APPENDIX B

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance with Regulations: The consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of to 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the consultant of the consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration, and Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the consultant will so certify to the Recipient or the Federal Highway Administration, and Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, and Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - i. withholding payments to the consultant under the contract until the consultant complies; and/or
 - ii. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The consultant will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, and Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the consultant becomes involved in, or is threatened with litigation by a

subconsultant, or supplier because of such direction, the consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the consultant may request the United States to enter into the litigation to protect the interests of the United States.

CONTRACT APPENDIX C

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); • Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination 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. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CAMPO PROCUREMENT POLICY HISTORY

Approved – January 9, 2017 (Resolution 2017-1-6)

Amendment 1 – November 13, 2017 (Resolution 2017-11-[TBD])

DRAFT



Resolution 2018-8-8

Acknowledging the Transportation Policy Board's Approval of Amendment #1 to the CAMPO Procurement Policy

WHEREAS, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

WHEREAS, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

WHEREAS, the mission of a Metropolitan Planning Organization is to conduct a coordinated, comprehensive and continuous metropolitan transportation planning process; and

WHEREAS, the MPO shall maintain [the approved] written procurement procedures that meet or exceed the requirements of 49 CFR 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments," as it may be revised or superseded; and

WHEREAS, in January 2017, TxDOT approved CAMPO's Procurement Policy; and

WHEREAS, on January 9, 2017, the Transportation Policy Board approved the CAMPO Procurement Policy.

WHEREAS, TxDOT has recommended that CAMPO update its policies and procedures to provide more specificity regarding the procurement of goods and services in order to avoid potential discrepancies in monthly billings and to ensure that the applicable clauses of Appendix A and Appendix E of the U.S. DOT Standard Title VI Assurances are included in all future subcontract agreements; recommended revisions to the CAMPO Procurement Policy are included in the Transportation Policy Board meeting agenda background material accompanying this proposed resolution; and

NOW, THEREFORE BE IT RESOLVED that the CAMPO Transportation Policy Board hereby votes to approve Amendment One to the CAMPO Procurement Policy as reflected in this Resolution; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

BE IT FURTHER RESOLVED that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, a motion to approve the CAMPO Procurement Policy as reflected was made on August 13, 2018 by _____ and duly seconded by _____.

Ayes:

Nays:

Abstain:

Absent and Not Voting:

SIGNED this 13th day of August 2018.

Chair, CAMPO Board

Attest:

Director, CAMPO



Date: August 13, 2018
Continued From: April 9, 2018
Action Requested: Approval

To: Transportation Policy Board
From: Ms. Theresa Hernandez, Finance & Administration Manager
Agenda Item: 9
Subject: Discussion and Approval of Resolution (2018-8-9) Amending the Unified Planning Work Program (UPWP)

RECOMMENDATION

CAMPO staff recommend that the Transportation Policy Board approve the FYs 2018 & 2019 Unified Planning Work Program (UPWP) Amendment Four and the accompanying resolution (**Attachment A**).

PURPOSE AND EXECUTIVE SUMMARY

The purpose of this item is to add staff training, computer hardware/software, and planning studies.

FINANCIAL IMPACT

Amendment Four will increase the FYs 2018 & 2019 UPWP (**Attachment B**) by the amount of \$1,292,291.

BACKGROUND AND DISCUSSION

The UPWP is the federally-required document that identifies work tasks to be completed in the CAMPO region. The proposed Amendment Four to the FYs 2018 & 2019 UPWP is detailed as follows:

2018 & 2019 Unified Planning Work Program: Amendment Four	
Subtask 1.1	Add \$35,214 PL for the staff training and computer hardware/software
Subtask 4.1	Add \$202,931 PL for staff support and training
Subtask 4.5	Add the Cedar Park Transit Study (\$140,000 Local Funds funded by Cedar Park)
Subtask 5.1	Add \$53,896 PL for staff support
Subtask 5.2	Add \$288,200 STPMM and \$72,050 Local Funds for studies
Subtask 5.3	Add \$300,000 STPMM and \$200,000 Local Funds for Studies

SUPPORTING DOCUMENTS

Attachment A – *FYs 2018 & 2019 Unified Planning Work Program with Proposed Amendment*
Attachment B – *Resolution 2018-8-9*

FY 2018 & 2019

UNIFIED PLANNING WORK PROGRAM

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

Approved by the Transportation Policy Board: June 5, 2017

Amended Administratively: August 22, 2017

Amended by the Transportation Policy Board: September 11, 2017

Amended by the Transportation Policy Board: January 8, 2018

Amended by the Transportation Policy Board: April 9, 2018

Amended by the Transportation Policy Board: August 13, 2018

II. TASK 1.0 – ADMINISTRATION AND MANAGEMENT

- **OBJECTIVE**

To accomplish, on a continuing basis, the plans and programs necessary to administer federal transportation planning requirements and maintain the transportation planning process in and for the Capital Area Metropolitan Planning Organization's planning area.

- **EXPECTED PRODUCTS**

Certified transportation planning process;
Updated or new documents and reports including Public Participation Plan, and updated Limited English Proficiency Plan;
FY 2017 & FY 2018 Single Audit;
Unified Planning Work Program (FYs 2018 - 2019);
Unified Planning Work Program (FYs 2020 - 2021);
Annual Project Listing;
Annual Performance and Expenditure Report;
New equipment and computer hardware/software

- **PREVIOUS WORK**

Performed general administrative functions;
FY 2016 & 2017 Unified Planning Work Program;
FY 2016 Annual Project Listing;
FY 2016 Annual Performance and Expenditure Report;
FY 2015 & 2016 Single Audit
Coordinated transportation planning and implementation activities with other agencies and organizations;
Conducted a public involvement process compliant with federal and state regulations;
Provided support for all meetings of the transportation planning process;
Implemented policies to maintain the transportation planning process;
Provided staff access to courses, conferences, workshops and seminars

- **SUBTASKS**

Subtask 1.1MPO Staff Work for Task 1.0

The primary activities which will take place under MPO Staff Work include the following:

1.1.1 Program Administration: This activity includes development and

implementation of those policies and guidelines necessary to carry out and maintain the transportation planning process; maintenance of the FY 2018 - 2019 Unified Planning Work Program, development of the Annual Performance and Expenditure Report (APER) and Annual Project Listing (APL), development of the FY 2020-2021 Unified Planning Work Program, sponsoring and conducting meetings including providing support to policy and advisory bodies; coordinating and working with other agencies and organizations involved in planning, programming and implementation of transportation projects.

1.1.2 Public Participation: This activity supports the implementation of the MPO's Public Participation Plan to include the conduct of community outreach and public meetings/hearings as needed with emphasis on Environmental Justice populations and the development/review processes of the Transportation Improvement Program, Metropolitan Transportation Plan and other planning products; develop and use of questionnaires, online surveys, newsletters and other participation techniques; and provide bilingual materials and translations as appropriate.

1.1.3 Title VI Civil Rights/Environmental Justice (EJ): This activity supports monitoring and evaluating Title VI/EJ guidance and requirements, developing and implementing documents and procedures to ensure CAMPO's plans, programs and activities comply with Title VI/EJ guidance and requirements, collecting and analyzing data related to minority, low income, limited English proficiency and other populations vulnerable to potential disproportional adverse impacts from the planned transportation system and transportation projects, identifying possible strategies to minimize, avoid or mitigate potential disproportional adverse impacts on the EJ populations, maintaining, coordinating efforts to develop the Regional Toll Network Analysis that evaluates the impacts of the regional toll network on the EJ and non-EJ populations (see Task 2.0), implementing the CAMPO Limited English Proficiency Plan and updating that plan as needed.

1.1.4 Travel and Training: This activity supports staff development in the technical activities associated with the transportation planning process through travel to and attendance at appropriate conferences, courses, seminars, and workshops ([AMPO](#), [APA](#), [ESRI](#), [TransCad](#), [TxDOT](#), [TRB](#), [UT at Austin](#), and [CNU](#)). CAMPO will seek prior approval from TxDOT for Out-of-State travel.

1.1.5 Equipment & Computer Hardware/Software : This activity is for the upgrade/addition of equipment [and computer hardware or software](#) to ensure program efficiency. A description of equipment purchases in excess of \$5,000 will be submitted to the Texas Department of Transportation for approval prior to acquisition. The MPO understands that split costs are not allowed.

Responsible Agency: Capital Area Metropolitan Planning Organization
Funding Requirement: \$3,347,156 ~~\$3,382,370~~
Product(s): Certified transportation planning process; Updated or new documents and reports including Public Participation Plan, Limited English Proficiency Plan, etc.; New equipment and computer hardware/software

Subtask 1.2 Legal Services – Consultant Work

1.2.1 Legal Services: This activity is for legal services that are necessary for planning purposes.

Responsible Agency: Capital Area Metropolitan Planning Organization
Funding Requirement: \$60,000
Product(s): Legal opinion(s) and counsel, as necessary and appropriate, with prior approval from TxDOT and FHWA

Subtask 1.3 Audit Costs – Consultant Work

1.3.1 Audit Services: This activity is for audit services that are necessary to comply with the Single Audit Act.

Responsible Agency: Capital Area Metropolitan Planning Organization
Funding Requirement: \$50,000
Product(s): Single Audit Report, financial statements

Subtask 1.4 General Planning Consultant – Consultant Work

1.4.1 General Planning Consultant

Consultant to assist in the overall activities related to regional transportation planning in the CAMPO planning boundary that includes the counties of Bastrop, Burnet, Caldwell, Hays, Travis, and Williamson.

Responsible Agency: CAMPO
Funding Requirement: \$1,200,000 STP MM and \$300,000 Local

- FUNDING SUMMARY

Task 1.0 - FY 2018 & FY 2019

Subtask	Responsible Agency	Transportation Planning Funds (TPF) ¹		STPMM		Local		Total		Grand Total
		2018	2019	2018	2019	2018	2019	2018	2019	
1.1	CAMPO	1,647,578	1,699,578					1,647,578	1,699,578	3,347,156
1.2	CAMPO	30,000	30,000					30,000	30,000	60,000
1.3	CAMPO	25,000	25,000					25,000	25,000	50,000
1.4	CAMPO			600,000	600,000	150,000	150,000	750,000	750,000	1,500,000
TOTAL		1,702,578	1,754,578	600,000	600,000	150,000	150,000	2,452,578	2,504,578	4,957,156

¹TPF - This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

Subtask	Responsible Agency	Transportation Planning Funds (TPF) ¹		STPMM		Local		Total		Grand Total
		2018	2019	2018	2019	2018	2019	2018	2019	
1.1	CAMPO	1,647,578	1,734,792					1,647,578	1,734,792	3,382,370
1.2	CAMPO	30,000	30,000					30,000	30,000	60,000
1.3	CAMPO	25,000	25,000					25,000	25,000	50,000
1.4	CAMPO			300,000	900,000	75,000	225,000	375,000	1,125,000	1,500,000
TOTAL		1,702,578	1,789,792	300,000	900,000	75,000	225,000	2,077,578	2,914,792	4,992,370

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V. TASK 4.0 - METROPOLITAN TRANSPORTATION PLAN

- **OBJECTIVE**

To develop, maintain and update a multi-modal Regional Transportation Plan for the CAMPO planning area for a 25-year horizon that meets federal requirements and regional goals.

- **EXPECTED PRODUCTS**

Maintenance and amendments of the 2040 Plan
Development of the 2045 Plan
Maintenance of the Coordinated Public Transit – Health and Human Services Transportation Plan
Performance Measures

- **PREVIOUS WORK**

2040 Regional Transportation Plan Amendments
2040 Regional Transportation Plan implementation products initial work products related to the development of the 2045 Regional Transportation Plan
2016 Coordinated Public Transit – Health and Human Services Transportation Plan
Develop a regional bicycle and pedestrian plan
Bastrop County Transportation Plan
Williams Drive Study
Regional Active Transportation Plan
Walkability Action Plan

- **SUBTASKS**

Subtask 4.1 MPO Staff Work for Task 4.0

4.1.1 General Administration: This subtask allows for MPO staff support for administrative activities related to long range planning including procurement, development, management of consultant contracts for projects in Tasks 4.1, 4.2, 4.3, and 4.4, review and processing of monthly billings for work related to Tasks 4.1, 4.2, 4.3, and 4.4, conduct access management, safety, sub-regional traffic management, and other related corridor studies, participation in study oversight committee meetings, amending and maintaining the CAMPO 2040 Regional Transportation Plan, developing the CAMPO 2045 Regional Transportation Plan and supporting materials and cooperatively developing related performance measures.

4.1.2 Public Participation: This subtask includes MPO staff participation in public

outreach activities including video production, developing website information, newsletter articles, other printed materials, and public meeting facilitation as needed.

4.1.3 Regional Public Transportation Coordination: This subtask allows for MPO staff support for regional public transportation coordination including coordinating the Regional Transit Coordination Committee (RTCC) and associated activities, and implementing, maintaining and updating the Capital Area Coordinated Transit – Health and Human Services Transportation Plan.

4.1.4 Bicycle and Pedestrian Planning: This subtask includes coordinating the Active Transportation Advisory Committee, conducting planning activities related to bicycle and pedestrian facilities, developing a regional active transportation plan, and updating the regional bicycle and pedestrian facility inventory.

4.1.5 Safety Planning: This subtask includes access management and corridor studies for the region, crash data hot spot analyses for regional and local governments, coordinating the regional safety coalition and its safety emphasis area team’s associated activities, including, but not limited to, regional workshops, Safety Summits, data analyses, and updating and maintaining the safety analysis tool.

Responsible Agency:	Capital Area Metropolitan Planning Organization
Funding Requirement:	\$703,870 <u>\$906,801</u>
Product(s):	Planning documents, data sets, contract procurement materials and billing packages, and networks

Subtask 4.2 2045 Metropolitan Transportation Plan

4.2.1 2045 Metropolitan Transportation Plan Development - Consultant Work
CAMPO contracted a General Planning consultant to assist with the development of the CAMPO 2045 Regional Transportation Plan, including the public involvement and outreach, corridor and project prioritization, and draft plan documents. (see Task 1.4).

Responsible Agency:	Capital Area Metropolitan Planning Organization
Product(s):	Public participation plan, meeting materials, technical report(s), draft plan documents

Subtask 4.3 Regional Transit Coordination - Related MPO and Consultant Work

The City of Austin is required by Texas State Law to designate a Non-Radioactive Hazardous Materials (NRHM) Route for non-radioactive, hazardous cargo traveling through the city. ATD is in the process of identifying potential routes for NRHM travel while conducting technical analyses and collecting public input.

Responsible Agency: City of Austin
 Funding Requirement: \$300,000 Local Funds

4.5.14 Travis County Multi-Modal Transportation Plan

Continue development of a long range plan that provides recommendations to address existing and future transportation mobility service needs throughout the county.

Responsible Agency: Travis County
 Funding Requirement: \$125,000 Local Funds

4.5.15 Cedar Park Transit Study

To help guide the City in evaluating the feasibility and possible needs of future public transportation services in and around Cedar Park.

Responsible Agency: City of Cedar Park
Funding Requirement: \$140,000 Local Funds

• **FUNDING SUMMARY**

Task 4.0 - FY 2018 & FY 2019

Sub task	Responsible Agency	Transportation Planning Funds (TPF) ¹		FTA Sect. 5304		STPMM		LOCAL		RIDER 42		CTRMA		Total		Grand Total
		2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	
4.1	CAMPO	351,935	351,935											351,935	351,935	703,870
4.2	CAMPO	-	-											-	-	-
4.3	CAMPO			21,804	21,804									21,804	21,804	43,608
4.4	CAMPO	-	-											-	-	-
	OTHER															
4.5	AGENCIES	-	-			3,000,000	-	17,625,000	-	1,350,000	-	53,000	-	22,028,000	-	22,028,000
TOTAL		351,935	351,935	21,804	21,804	3,000,000	-	17,625,000	-	1,350,000	-	53,000	-	22,401,739	373,739	22,775,478

¹ TPF - This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

Sub task	Responsible Agency	Transportation Planning Funds (TPF) ¹		FTA Sect. 5304		STPMM		STATE		LOCAL		RIDER 42		CTRMA		Total		Grand Total
		2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018&2019
4.1	CAMPO	351,935	554,866													351,935	554,866	906,801
4.2	CAMPO	-	-													-	-	-
4.3	CAMPO			21,804	21,804											21,804	21,804	43,608
4.4	CAMPO	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-
4.5	OTHER AGENCIES	-	-			3,000,000				17,765,000	-	1,350,000		53,000		22,168,000	-	22,168,000
TOTAL		351,935	554,866	21,804	21,804	3,000,000	-	-	-	17,765,000	-	1,350,000	-	53,000	-	22,541,739	576,670	23,118,409

VI. TASK 5.0 - SPECIAL STUDIES

- **OBJECTIVE**

To conduct special studies of transportation facilities and/or corridors and transportation-related topics and to implement specialized studies. Includes the assessment of capital investment and other strategies to preserve the existing and future transportation system and reduce the vulnerability of the existing transportation infrastructure to natural disasters.

- **EXPECTED PRODUCTS**

Regional Arterial and MoKan/Northeast Subregional
Regional Transit Plan
MoKan Transportation Corridor Feasibility Study – Segment 2
Georgetown to San Antonio Mobility Study
US 183 Luling Relief Route Alternative Analysis
Incident Management Plan
FM 150 Extension Corridor/Yarrington Road Extension Study

- **PREVIOUS WORK**

Continued analysis of corridors in the region
FY 2015-2017 Dynamic Traffic Assignment

- **SUBTASKS**

Subtask 5.1 MPO Staff Work for Task 5.0

5.1.1 General Activities: This subtask allows for MPO staff support for activities related to special transportation planning studies in Subtask 5.1 and 5.2. Specific activities will include participating in special studies. MOU/MOA or other similar documents will be developed to address specific written provision for cooperatively developing and sharing information related to transportation performance data; selection of performance targets; reporting performance targets; reporting and tracking progress.

Responsible Agency: CAMPO
Funding Requirement: \$41,600 STPMM and \$10,400 Local Funds \$53,896 PL
Product(s): Contract procurement materials and billing packages, meeting packages and materials, technical memos

Subtask 5.2 Special Studies (undertaken by CAMPO and/or Consultant(s))

5.2.1 Incident Management & Concept of Operations Plan

Development of a regional plan and document describing the system characteristics of a multi-disciplinary interagency group to detect, respond to, and clear traffic incidents to safely and quickly restore traffic flow.

Responsible Agency: CAMPO
Funding Requirement: \$240,000 STPMM and \$60,000 Local Funds

5.2.2 Round Rock Kenney Fort Analysis Moved to Subtask 5.3

5.2.3 FM 150 Extension Corridor/Yarrington Road Extension Study Moved to Subtask 5.3

~~SH 21 to FM 142/SH 130, conduct feasibility study for new location roadway~~

~~Responsible Agency: CAMPO and Caldwell County
Funding Requirement: \$600,000 Concession Funds~~

5.2.4 US 183 Luling Relief Route Alternative Analysis

US 183 from north Luling to US 183/SH 80 south of Luling

Responsible Agency: CAMPO and Caldwell County
Funding Requirement: \$225,000 STPMM 56,250 TDCs

5.2.5 Regional Arterial and MoKan/Northeast Subregional

Needs analysis of the regional arterial system for current and future demand and to improve mobility for people and goods.

Responsible Agency: CAMPO
Funding Requirement: \$1,250,000 PL \$840,000 State

5.2.6 Regional Transit Study

Develop a long-range planning strategy for a network of potential regional high capacity transit services and supporting infrastructure for the CAMPO six-county region.

Responsible Agency: CAMPO
Funding Requirement: \$500,000 STPMM \$150,000 Local Funds

5.2.7 Williams Drive Corridor

Corridor study for signal timing, access, and improved alternative transportation facilities including bicycle lanes.

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Responsible Agency: CAMPO and City of Georgetown
Funding Requirement: \$24,800 STP MM and \$6,200 Local Funds

5.2.8 Regional Active Transportation Plan (RATP)

Plan to document and provide a shared vision for the development of a safe and highly-functional active transportation network of pedestrian and bicycle facilities and amenities for the six-county CAMPO Region.

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Responsible Agency: CAMPO
Funding Requirement: \$38,400 STP MM and \$9,600 Local Funds

5.2.9 Capital-Alamo Regional Freight Study

TO understand the emerging market logistics and fulfillment agglomerations forming at the border shared between two MPO's.

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Responsible Agency: CAMPO
Funding Requirement: \$225,000 STPMM \$56,250 Local Funds

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Subtask 5.3 Corridor and Feasibility Studies (undertaken by agencies other than CAMPO in the CAMPO region)

5.3.1 Georgetown to San Antonio Mobility Study

Conduct a feasibility study on mobility improvements in the rapidly growing Georgetown-San Antonio corridor.

Responsible Agency: TxDOT
Funding Requirement: \$9,000,000 STP MM

5.3.2 MoKan Transportation Corridor Feasibility Study – Segment 2

Study is to assist in the mission of corridor preservation and to identify future operations for this segment of the regionally significant transportation corridor.

Responsible Agency: City of Round Rock
Funding Requirement: \$2,000,000 STP MM 500,000 TDCs

5.3.3 FM 150 Extension Corridor/Yarrington Road Extension Study
SH 21 to FM 142/SH 130, conduct feasibility study for new location roadway

Responsible Agency: CAMPO and Caldwell County
 Funding Requirement: \$600,000 Concession Funds

5.3.4 DFW to Monterrey High Speed Rail Study

The effort to build high-speed trains connecting Dallas, Arlington, and Forth Worth – and eventually Waco, Austin, Laredo and possibly Monterrey, Mexico.

Responsible Agency: NCTCOG
 Funding Requirement: \$300,000 STPMM 200,000 Local

• **FUNDING SUMMARY**

Task 5.0 - FY 2018 & 2019

Subtask	Responsible Agency	Transportation Planning Funds (TPF) ¹		STPMM		Local		state		concession		Total		Grand Total
		2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	
5.1	CAMPO	-	-	41,600	-	10,400						52,000	-	52,000
5.2	CAMPO	1,250,000	-	965,000		210,000		840,000		600,000		3,865,000	-	3,865,000
5.3	Other Agencies	-	-	11,000,000								11,000,000	-	11,000,000
TOTAL		1,250,000	-	12,006,600	-	220,400	-	840,000		600,000	-	14,917,000	-	14,917,000

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

Subtask	Responsible Agency	Transportation Planning Funds (TPF) ¹		STPMM		Local		State		Concession		Total		Grand Total
		2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	
5.1	CAMPO	-	53,896	41,600		10,400						52,000	53,896	105,896
5.2	CAMPO	750,000	500,000	328,200	925,000	75,800	206,250	340,000	500,000	-		1,494,000	2,131,250	3,625,250
5.3	OTHER Agencies	-	-	11,000,000	300,000		200,000			600,000		11,000,000	1,100,000	12,100,000
TOTAL		750,000	553,896	11,369,800	1,225,000	86,200	406,250	340,000	500,000	-	600,000	12,546,000	3,285,146	15,831,146

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VII. BUDGET SUMMARY - Include the following table which provides a summary of all funding requirements for this UPWP by task and source. Include sources of funding (including carryovers).

BUDGET SUMMARY - FY 2018 & 2019

UPWP Task	Description	TPF ¹ Funds	FTA Sect. 5304	STPMM	Local Funds	STATE	Concession	Rider 42	CTRMA	Total Funds
1.0	Administration-Management	3,457,156		1,200,000	300,000			-	-	4,957,156
2.0	Data Development and Maintenance	448,846	-	-	-			-	-	448,846
3.0	Short Range Planning	711,056	-	-	-			-	-	711,056
4.0	Metropolitan Transportation Plan	703,870	43,608	-	-	-		-	-	747,478
4.5	MTP (other agencies)			3,000,000	17,625,000			1,350,000	53,000	22,028,000
5.0	Special Studies	1,250,000	-	12,006,600	220,400		600,000	-	-	14,917,000
TOTAL		6,570,928	43,608	16,206,600	18,145,400	-	600,000	1,350,000	53,000	43,809,536

¹ TPF – This includes both FHWA PL-112 and FTA Section 5303 Funds. TxDOT will apply transportation development credits sufficient to provide the match for TPF. As the credits reflect neither cash nor man-hours, they are not reflected in the funding tables.

Combined Transportation Planning Funds ²	\$5,059,188
Estimated Unexpended Carryover	\$1,511,740
TOTAL TPF	\$6,570,928

² Estimate based on prior years' authorizations

UPWP Task	Description	TPF ¹ Funds	FTA Sect. 5304	STPMM	Local Funds	STATE	Concession	Rider 42	CTRMA	Total Funds
1.0	Administration-Management	3,492,370		1,200,000	300,000			-	-	4,992,370
2.0	Data Development and Maintenance	448,846	-	-	-			-	-	448,846
3.0	Short Range Planning	711,056	-	-	-			-	-	711,056
4.0	Metropolitan Transportation Plan	906,801	43,608	-	-	-		-	-	950,409
4.5	MTP (other agencies)			3,000,000	17,765,000			1,350,000	53,000	22,168,000
5.0	Special Studies	1,303,896	-	12,594,800	492,450	840,000	600,000	-	-	15,831,146
TOTAL		6,862,969	43,608	16,794,800	18,557,450	840,000	600,000	1,350,000	53,000	45,101,827

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Combined Transportation Planning Funds ² \$5,059,188
Estimated Unexpended Carryover \$1,803,781
TOTAL TPF \$6,862,969

² Estimate based on prior years' authorizations



Resolution 2018-8-9

Acknowledging the Transportation Policy Board's Adoption of Amendment Four to the CAMPO FY 2018 & 2019 Unified Planning Work Program

WHEREAS, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

WHEREAS, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

WHEREAS, the mission of a Metropolitan Planning Organization is to conduct a coordinated, comprehensive and continuous metropolitan transportation planning process; and

WHEREAS, 23 U.S.C. 134 and Section 5303 of the Federal Transit Act, require that the Metropolitan Planning Organizations, in the cooperation with the State, develop transportation plans and programs for urbanized areas of the state; and

WHEREAS, 23 CFR 450.308 requires that transportation planning activities performed with federal transportation funds be documented in a Unified Planning Work Program; and

WHEREAS, CAMPO's Transportation Policy Board adopted the *FYs 2018 & 2019 Unified Planning Work Program (UPWP)* on June 5, 2017 and approved Amendment Three on April 9, 2018; and

WHEREAS, staff is proposing Amendment Four to add PL funds to Task 1 and Task 4 and add STPMM to Task 5. This revision is depicted in the background material accompanying this proposed resolution; and

NOW, THEREFORE BE IT RESOLVED that the CAMPO Transportation Policy Board hereby votes to approve the requested amendment to the *CAMPO FY's 2018 & 2019 Unified Planning Work Program* as reflected in this Resolution; and directs the Executive Director to transmit the adopted amendment to the Federal Highway Administration through the Texas Department of Transportation; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

BE IT FURTHER RESOLVED that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, a motion to amend the CAMPO 2018 & 2019 Unified Planning Work Program as reflected was made on August 13, 2018 by _____ duly seconded by _____.

Ayes:

Nays:

Abstain:

Absent and Not Voting:

SIGNED this 13th day of August 2018.

Chair, CAMPO Board

Attest:

Executive Director, CAMPO

DRAFT



Date: August 13, 2018
Continued From: N/A
Action Requested: Information

To: Transportation Policy Board
From: Mr. Tim Tuggey, CAMPO Legal Counsel
Agenda Item: 10
Subject: Discussion of Draft CAMPO Code of Conduct for Transportation Policy Board Members

RECOMMENDATION

Information Item only. (**Attachment A**).

PURPOSE AND EXECUTIVE SUMMARY

In compliance with state requirements and at the request of CAMPO board members, CAMPO legal counsel has developed a draft code of conduct covering ethics. The draft code of conduct is also intended to facilitate dialogue and workflow.

FINANCIAL IMPACT

None.

SUPPORTING DOCUMENTS

Attachment A – *Draft Code of Conduct*

Capital Area Metropolitan Planning Organization Transportation Policy Board

Code of Conduct

The Transportation Policy Board of the Capital Area Metropolitan Planning Organization (CAMPO) is committed to maintaining the highest standard of conduct in carrying out its fiduciary duties of care, obedience and loyalty in pursuit of its public mission. Accordingly, Board members are expected to adhere to the following Code of Conduct, which supplements relevant provisions of state law and CAMPO's bylaws:

Section I: Bylaws & Policies

- (a) Board members are expected to be aware of, and fully abide by, the bylaws, rules and provisions of the adopted policies of the organization;
- (b) It is the responsibility of the Board to ensure compliance of the organization with all laws, regulations and contractual requirements;
- (c) After debate and consideration, Board members are expected to respect the duly made decisions of the Board in accordance with their fiduciary duties; and
- (d) Board members are expected to work diligently to ensure that the Board executes its role as a policy-making, governing body.

Section II: Informed Participation

- (a) Board members are expected to make every effort to attend all meetings of the Board and the committees of which they are members; and
- (b) Board members are expected to keep well informed of all matters, including financial matters, that come before the Board and/or committees on which they serve. Board members should review the CAMPO staff-provided board materials in advance of each monthly Transportation Policy Board meeting; and
- (c) Board members are expected to participate in the decisions of the organization by bringing to the attention of the Board, its officers, and/or Executive Director any questions or comments of significance or relevance on matters of governance or policymaking.

Section III: Conflict of Interest, Representation & Confidentiality

- (a) Board members are expected to represent the best interests of the organization at all times and to declare any and all duality or conflicts of interests, material or otherwise, that may impede or be perceived as impeding the capacity to deliberate or act in good faith on behalf of the best interests of the organization;
- (b) Board members will maintain full confidentiality of information obtained as a result of Board service in accordance with relevant law, Board policy or direction. The intent of this guidance is to ensure that information of a confidential nature (e.g., personnel and legal matters) is appropriately safeguarded, while at the same time complying with any “Freedom of Information” and open records statutes applicable to CAMPO or Board members.
- (c) In addition to the foregoing, Board members are expected to be familiar and comply with relevant state law and bylaws provisions governing board participation and any conflict of interest, actual or perceived.

Section IV: Board Relations and Personal Behavior

- (a) Board members are expected to respect the work and recommendations of committees, staff and other Board members and to promote respectful relations and communications among all members of the Board, even as they may also respectfully dissent from any Board action;
- (b) Board members are expected to maintain open communications and effective partnerships with other Board members, but will ensure that any communication is made in compliance with the Texas Open Meetings Act;
- (c) Board meetings will be conducted in accordance with Robert’s Rules of Order, except to the extent the Board acting as a body suspends application of such Rules;
- (d) Board members are expected to exhibit the highest standards of personal, legal and ethical behavior during their service on the Board.

Section V: Staff Relations

- (a) Board members will recognize the Executive Director as the chief executive officer of the organization with the sole responsibility for the day-to-day management of the organization, including the assignment of personnel to carry out the work of the organization;

- (b) Board members are expected to conduct themselves in a manner that does not interfere with the duties or authority of employees of CAMPO. Accordingly, a CAMPO board member (other than the Chairperson) must seek the approval of the full Transportation Policy Board or Executive Committee before requesting CAMPO staff to perform any work that requires more than four hours of accumulated staff time. Any reports, information or other results generated from any such work shall be disseminated to the entire Transportation Policy Board;
- (c) Board members will direct requests for information made pursuant to any freedom of information and open records law or regulation to the CAMPO Executive Director or his/her designee;
- (d) In their actions toward employees of CAMPO, Board members and their staff are expected to act in a manner that contributes to a positive and professional work environment. In dealing with employees of CAMPO, Board members and their staff must never:
- (1) use offensive language;
 - (2) suggest or engage in inappropriate behavior;
 - (3) behave in an abusive or discriminatory manner

Certification

I certify that I have received and agree to the Code of Conduct. I also certify that I understand that any knowing violation of the rules contained in this Code of Conduct or the CAMPO Bylaws and/or Joint Powers Agreement could result in a reprimand, censure or the removal of voting privileges from the full Transportation Policy Board.

Transportation Policy Board Member Signature

Date



Date: August 13, 2018
Continued From: N/A
Action Requested: Information

To: Transportation Policy Board
From: Mr. John Nevares, TxDOT
Agenda Item: 11
Subject: Presentation of TxDOT Safety Initiatives

RECOMMENDATION

Information Item only.

PURPOSE AND EXECUTIVE SUMMARY

The purpose is to discuss transportation safety.

FINANCIAL IMPACT

None.


BACKGROUND AND DISCUSSION

The presentation will discuss the Austin Districts safety program and will also provide information on Austin Districts safety program.

SUPPORTING DOCUMENTATION

None.



TO: Transportation Policy Board
 FROM: Ashby Johnson, Executive Director 
 SUBJECT: CAMPO 2040 Plan Administrative Amendment
 DATE: August 13, 2018

The CAMPO policies specify that the Transportation Policy Board is to be informed of any administrative amendments at the next available Policy Board meeting. Please accept this memorandum as official notification of an administrative amendment to the 2040 Plan.

CAMPO received a 2040 Plan amendment request from the Texas Department of Transportation – Austin District on April 12, 2018. The amendment request was to make a change in the wording of the current project description for the US290W project from West of RM 1826 TO Loop 1 (Y at Oak Hill). The previous project description was “construct 6-lane tolled turnpike with frontage roads.” The amended project description reads as follows: “Construct 6-lane non-tolled facility with frontage roads.”

The amendment request did not change the scope of work, the limits or the location. The estimated costs of the project have been reduced. The cost of the US 290W portion of the project went from \$529M to \$461.6M and the cost of the SH 71W portion was reduced from \$200M to \$83.7M. Therefore, the amendment was processed administratively by the CAMPO Executive Director per the terms of the CAMPO Public Participation Plan (please see Page 7 of the Public Participation Plan).

These projects will need to be included in the Transportation Improvement Program (TIP) before they can go to construction phase. Inclusion in the TIP will require the approval of the Transportation Policy Board.

Attachments: Excerpts from CAMPO 2040 and Public Participation Plans

**2019-2022 Transportation Improvement Program (TIP) and 2040 Regional Transportation Plan (RTP)
Administrative Modification**

Under the Administrative Policies of the 2019-2022 Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP), the following actions are classified as administrative modifications and do not require action by the Transportation Policy Board (TPB):

- Total Year of Expenditure cost increases that do not cause an increase of funds allocated by the TPB within the following limits:

Total Project Cost	Percent Increase in YOY
\$0 - \$249,000	25%
\$250,000 - \$999,999	20%
\$1,000,000 - \$2,999,999	15%
\$3,000,000+	10%, capped at \$5 million

- Decreases in federal or state funding
- Increases to local matches
- Changes in project sponsors if the sponsor or sponsors submit adequate documentation to CAMPO indicating that they have the funding needed to sponsor the project
- Modifications to TIP projects as long as the modifications do not materially change the project's intended function, nature, costs or environmental impact.
- Including a project as a phased improvement to a longer project, as long as the modifications do not materially change the project's intended function, nature, costs or environmental impact.
- Data entry or typographical errors.



Executive Director, CAMPO

**2019-2022 Transportation Improvement Program (TIP) and 2040 Regional Transportation Plan (RTP)
Administrative Modification**

MPO ID	Sponsor	County	Roadway	Limits (From)	Limits (To)	Description	FY	Total Cost	Amendment
51-00040-00	TxDOT	Travis	US 290 W	West of RM 1826	Loop 1	Construct six-lane controlled access highway with frontage roads	2019	\$461,576,000.00	Amended Project Description, Sponsor, and Cost
51-00043-00	TxDOT	Travis	SH 71 W	US 290 W	Silvermine Dr.	Construct four-lane divided highway with direct connects	2019	\$83,727,000.00	Amended Project Description, Sponsor, and Cost

Roadway Projects

MPO ID	Sponsor(s)	County	Roadway	Limits (From)	Limits (To)	Description	Let Year	Total Cost
51-00040-00	TxDOT	Travis	US 290 W	West of RM 1826	Loop 1	Construct six-lane controlled access highway and frontage roads	2019	\$461,576,000.00
51-00041-00	Travis	Travis	US 290 W	RM 1826	Nutty Brown Rd	Widen to MAD-6	2040	\$17,500,000.00
51-00042-00	CTRMA	Travis	Loop 1	Cesar Chavez	Slaughter.	2 Express Lanes in each direction - MoPac South	2020	\$352,800,000.00
51-00043-00	TxDOT	Travis	SH 71 W	US 290 W	Silvermine Dr.	Construct four-lane divided highway with direct connects	2019	\$83,727,000.00
51-00044-00	Travis	Travis	FM 812	FM 973 N	Maha Loop Rd	Improve to MAD-4	2038	\$28,000,000.00
51-00045-00	Travis	Travis	FM 812	Maha Loop Rd	Travis County Line	Widen to MAD-4	2040	\$11,300,000.00
51-00046-00	Travis	Travis	FM 969	FM 3177	Hunters Bend.	Improve to MAD-4	2017	\$18,000,000.00
51-00047-00	Travis	Travis	FM 969	Hunters Bend	Webberville City Limit	Improve to MAD-4	2038	\$49,700,000.00



Date: August 13, 2018
Continued From: N/A
Action Requested: Information

To: Transportation Policy Board
From: Mr. Ashby Johnson, Executive Director
Agenda Item: 12b
Subject: Federal Highway Administration Workshop on Transportation Demand Management (TDM)

RECOMMENDATION

Information Item only. (**Attachment A**).

PURPOSE AND EXECUTIVE SUMMARY

CAMPO staff will be hosting a regional workshop on Transportation Demand Management on August 16, 2018. Please see the attached flyer for additional details.

The Federal Highway Administration will be facilitating the workshop in addition to CAMPO staff. The workshop will include participants from local governments and transportation organizations within the six-county CAMPO region as well as participants from the Dallas – Fort Worth Metroplex and Denver.

FINANCIAL IMPACT

None.

SUPPORTING DOCUMENTS

Attachment A – *Flyer on TDM Workshop*



Planning for Transportation Demand Management: A Contemporary Approach

Summer 2018

WORKSHOP DATE & TIME:

August 16, 2018
8:30 A.M. - 5:00 P.M.

LOCATION:

Central Texas Regional
Mobility Authority Boardroom
3300 N. Interstate 35, #300
Austin, TX 78705

COST: Free

Managing demand is about providing travelers with travel choices, such as work location, time of travel, mode, and route. In the broadest sense, demand management is about providing travelers with effective choices to improve travel reliability.

For more information, contact:

Jim Hunt
FHWA Office of Operations
Jim.Hunt@dot.gov
or 202.680.2679

A WORKSHOP

This workshop is designed to bring together transportation planners, traffic management professionals, transit operations staff, and transportation demand management (TDM) professionals to gain an understanding of contemporary approaches for influencing travel behavior and planning for demand management.

Today, transportation agencies are faced with a rapidly-evolving landscape of technological innovation, public-private partnerships, and new business models for providing mobility choices to transportation system users. In this workshop, participants will discuss:

- The role of demand management in this rapidly changing urban transportation landscape, including ways to support a full array of choices – location, time of travel, mode, and route – and new shared mobility options.
- The relationship of demand management to traffic management – including concepts such as integrated corridor management (ICM) and active transportation and demand management (ATDM).
- The role of TDM in supporting regional goals for mobility, reliability, and enhanced transportation system performance.
- Actions and institutional structures for integrating demand management into regional planning.

The workshop will result in the following outcomes for participants:

1. Identify opportunities to broaden the scope of demand management beyond traditional alternative commute mode programs and to address emerging issues such as shared mobility.
2. Identify how to build institutional capability to support effective demand management.
3. Develop an action plan for improving integration of demand management into existing and future planning activities.



The workshop builds upon the [FHWA Desk Reference on Integrating Demand Management into the Transportation Planning Process](#), as well as other resources on influencing travel choices.

REGISTRATION

To register, please RSVP by **Friday, August 10, 2018** to **Connor Dansevich, Capital Area MPO** at **512-215-8225** or campo.temp@wilco.org.

Workshop Participants

Workshop participants should include transportation planners at the state, regional, and/or local levels; traffic management professionals; transit operations staff; and transportation demand management (TDM) professionals.

Workshop Host

The workshop may be hosted by a State department of transportation (DOT), metropolitan planning organization (MPO), or other agency interested in advancing planning for and collaboration around demand management. The ideal host agency would have a champion who can support moving ideas forward that come out of the workshop.

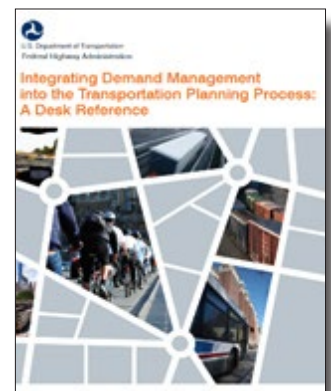
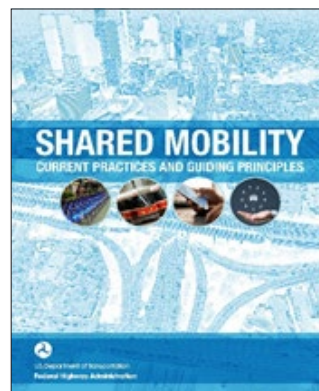
Sample Workshop Agenda

MORNING	
	Introduction to the Workshop
	Overview about Demand Management/Executive Summary
	TDM and Planning Integration in the Region: Strengths, Weaknesses, and Opportunities
	Emerging Approaches, Strategies, and New Directions for Demand Management: <ul style="list-style-type: none"> • Shared Mobility • Integrating TDM and Traffic Operations
AFTERNOON	
	TDM and Planning Assessment Exercise
	Discussion: Opportunities to Integrate Demand Management into the Planning Efforts in the Region
	Action Plan Development
	Wrap-Up

FHWA will provide facilitators and will develop a workshop summary and action plan as a product of the workshop.

More Resources

More resources on demand management are available from FHWA at: http://www.ops.fhwa.dot.gov/plan4ops/trans_demand.htm.





Date: August 13, 2018
Continued From: N/A
Action Requested: Information

To: Transportation Policy Board
From: Mr. Ashby Johnson, CAMPO Executive Director
Agenda Item: 12c
Subject: CAMPO Presentation to Metrostudy

RECOMMENDATION

Information Item only. (**Attachment A**).

PURPOSE AND EXECUTIVE SUMMARY

CAMPO staff was invited to be the first guest speaker at the monthly Metrostudy meeting. Metrostudy is the leading provider of primary and secondary market information to the housing and residential construction industry. Metrostudy's actionable business intelligence informs investment decisions that mitigate risk and grow revenue for builders, developers, lenders, suppliers, retailers, manufacturers, telecom providers, and more.

CAMPO staff provided an update on recent CAMPO activities. Please see the attached presentation for details.

FINANCIAL IMPACT

None.

SUPPORTING DOCUMENTS

Attachment A – *Metrostudy Presentation*



Planning for Regional Growth

August 2, 2018



Today's Topics



- **Major Construction Projects**
- **Significant Construction Projects**
- **CAMPO Studies**
- **Potential Studies**

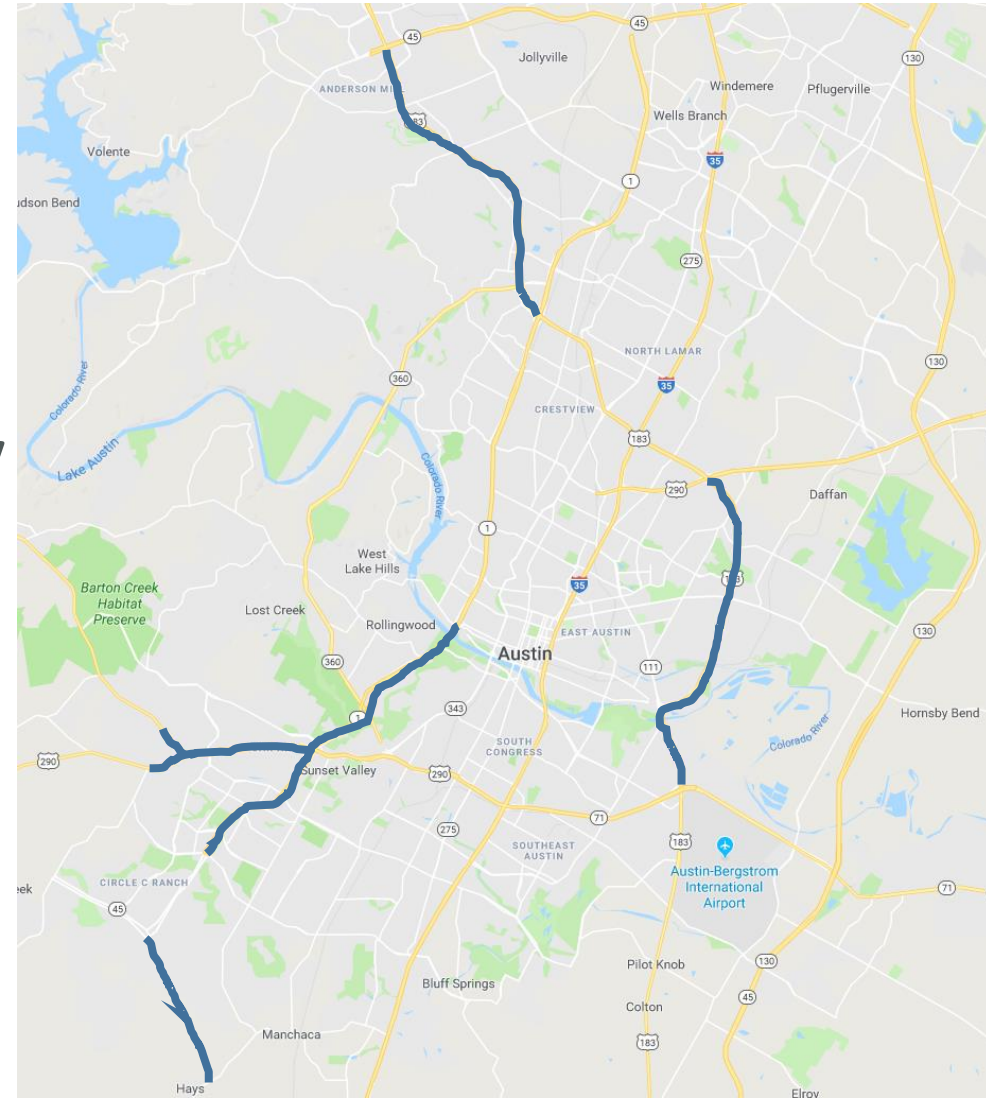




Major Construction Projects



- **183 South**
- **183 North**
- **183-A Extension**
- **Oak Hill Parkway**
- **45 Southwest**
- **MoPac South**





Significant Construction Projects



Timeline: FYs 2019 - 2022



- Braker Lane Extension
- Slaughter Lane Expansion
- West Rundberg Extension
- Lamar Blvd Grade Separation
- FM 150/Yarrington Road
- Kenney Fort Boulevard Extension
- FM 110 Construction
- Gattis School Road Expansion
- FM 734 Upgrade
- RM 620 Upgrade
- SL 360 Grade Separations
- Violet Crown Trail Extension
- Austin to Manor Trail Construction
- Brushy Creek Trail Construction





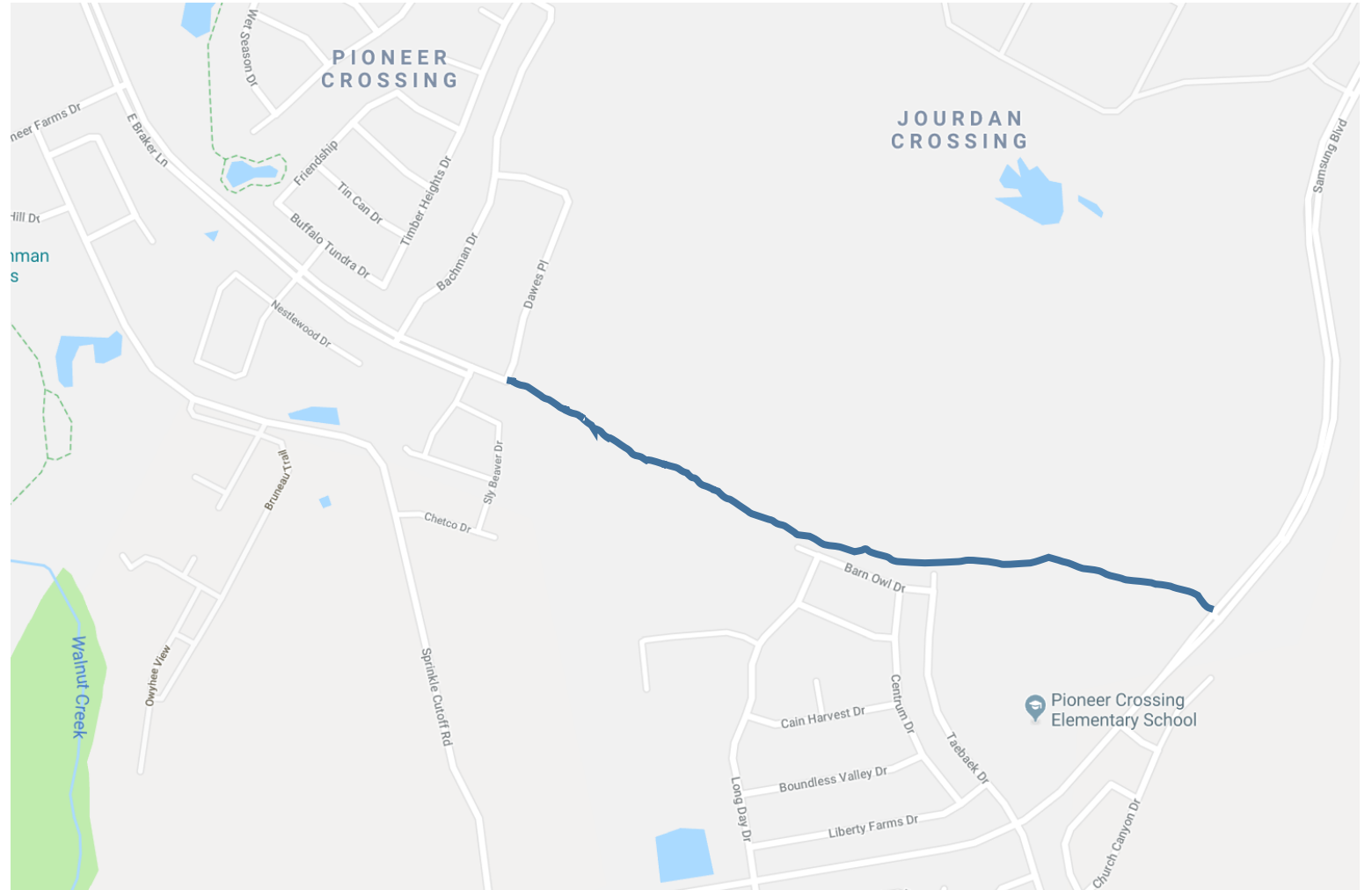
Braker Lane Extension



From: Dawes Place

To: Samsung Blvd

Construction Begins: FY 2020





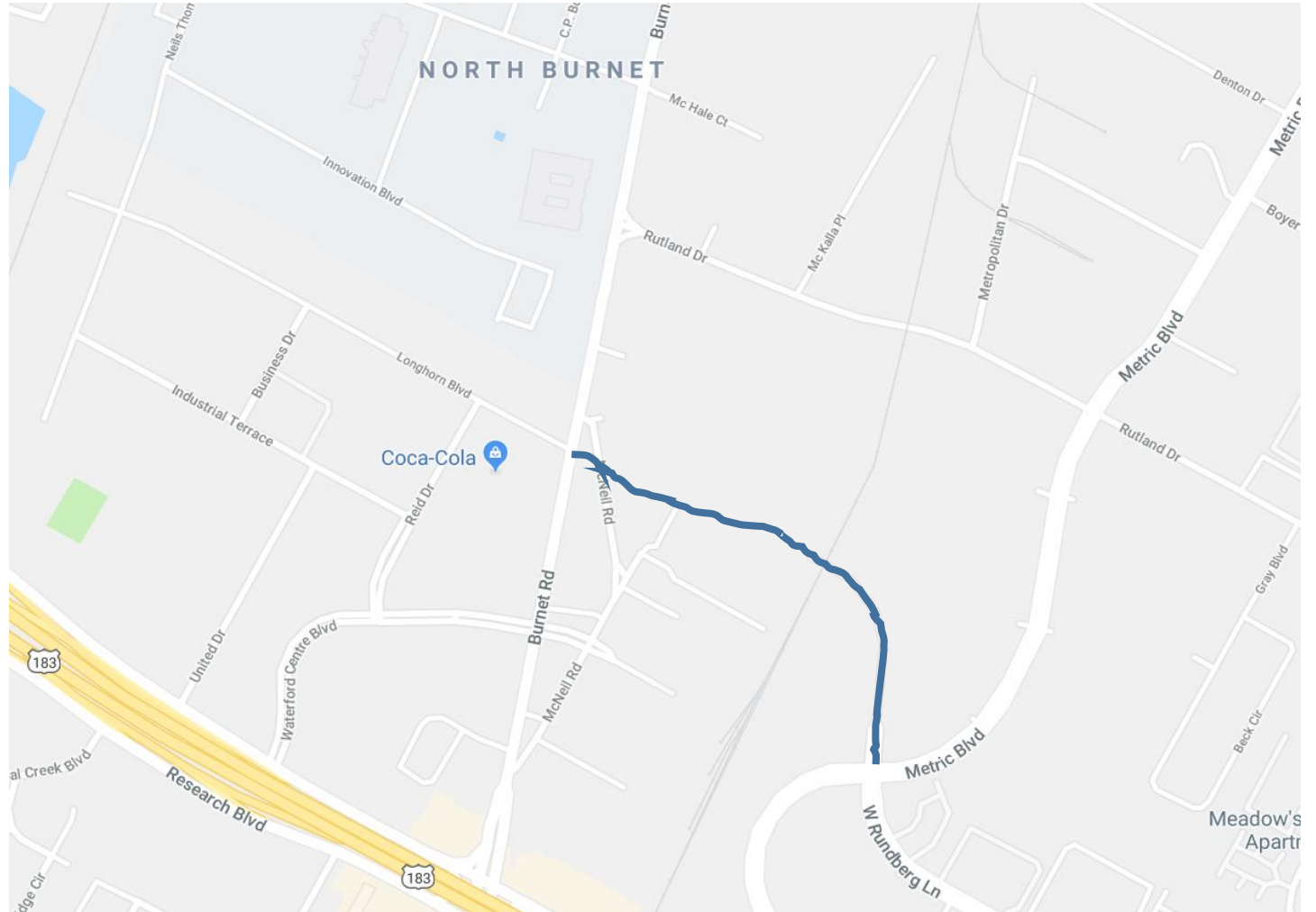
West Rundberg Lane Extension



From: Burnet Road

To: Metric Blvd

Construction Begins: FY 2019





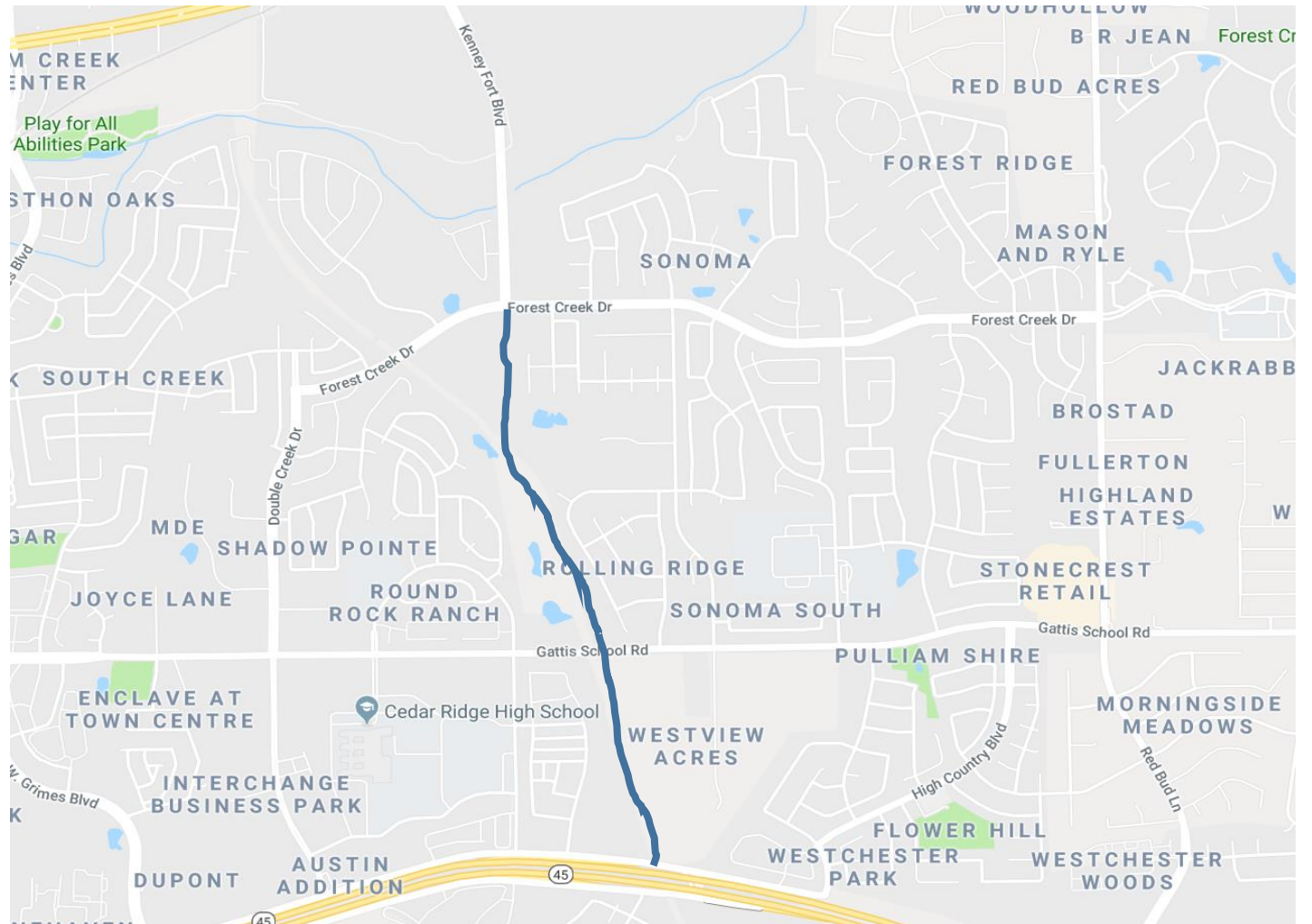
Kenney Fort Blvd Extension



From: Forest Creek Drive

To: SH 45 North

Construction Begins: FY 2019





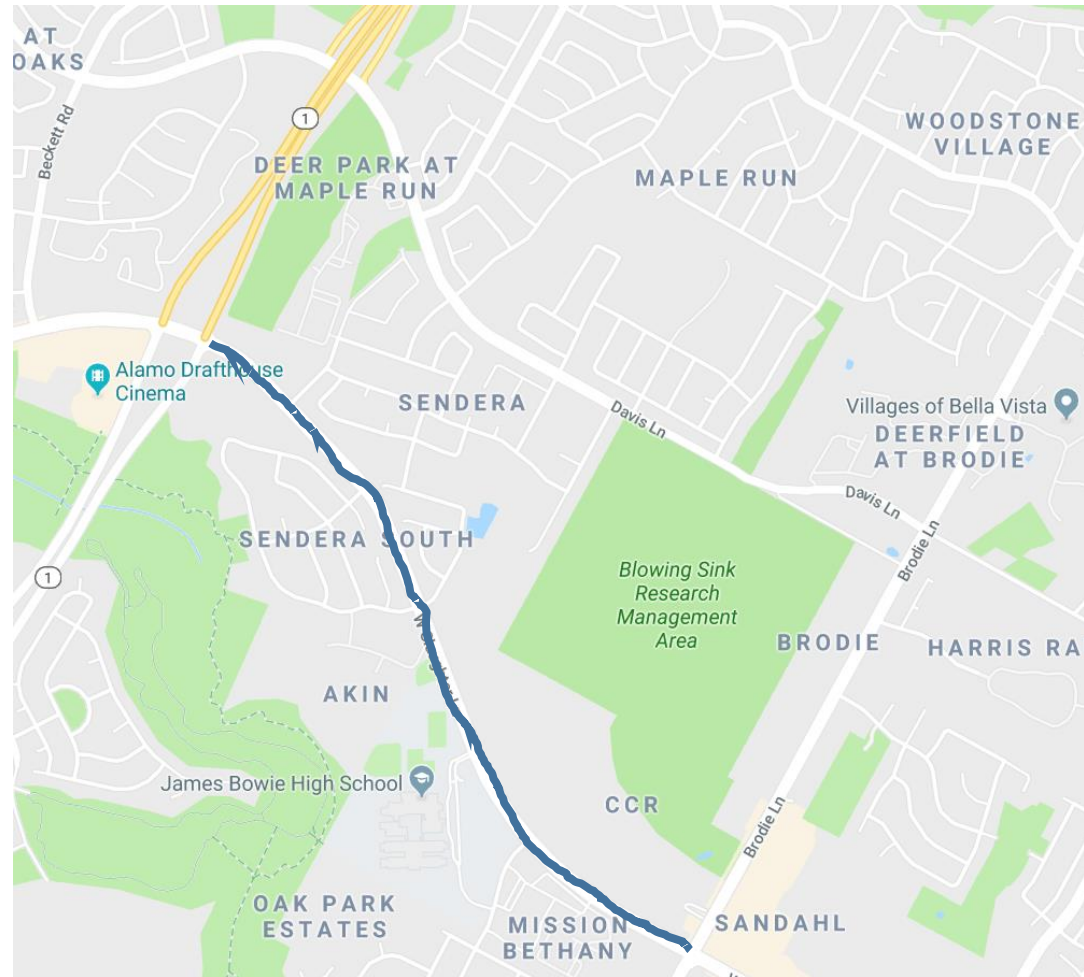
Slaughter Lane Expansion



From: MoPac

To: Brodie Lane

Construction Begins: FY 2019





Gattis School Road Expansion



From: Sonoma Trail
To: Red Bud Lane
Construction Begins: FY 2020



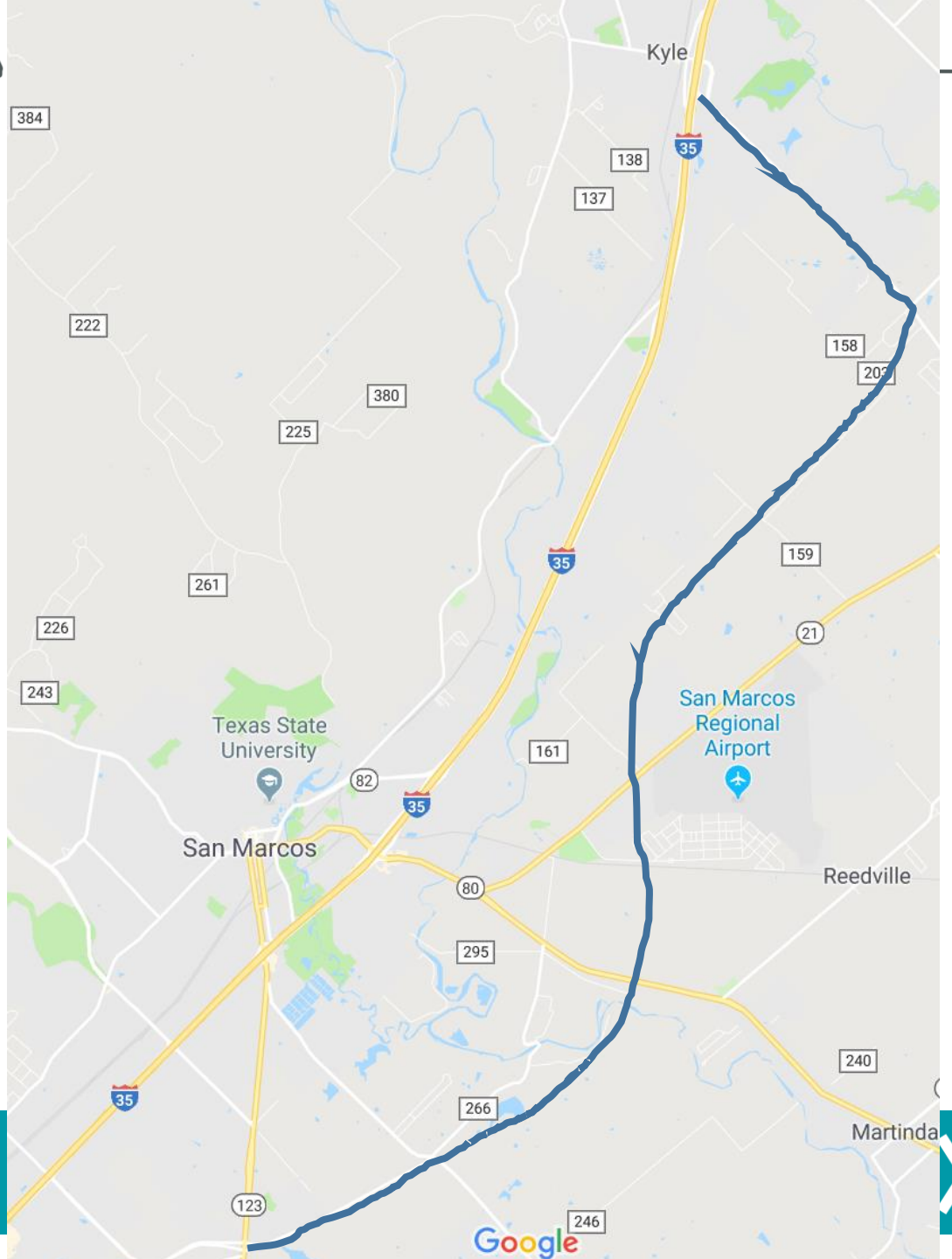
FM 110 Construction



From: SH 123

To: IH 35

Construction Begins: FY 2019

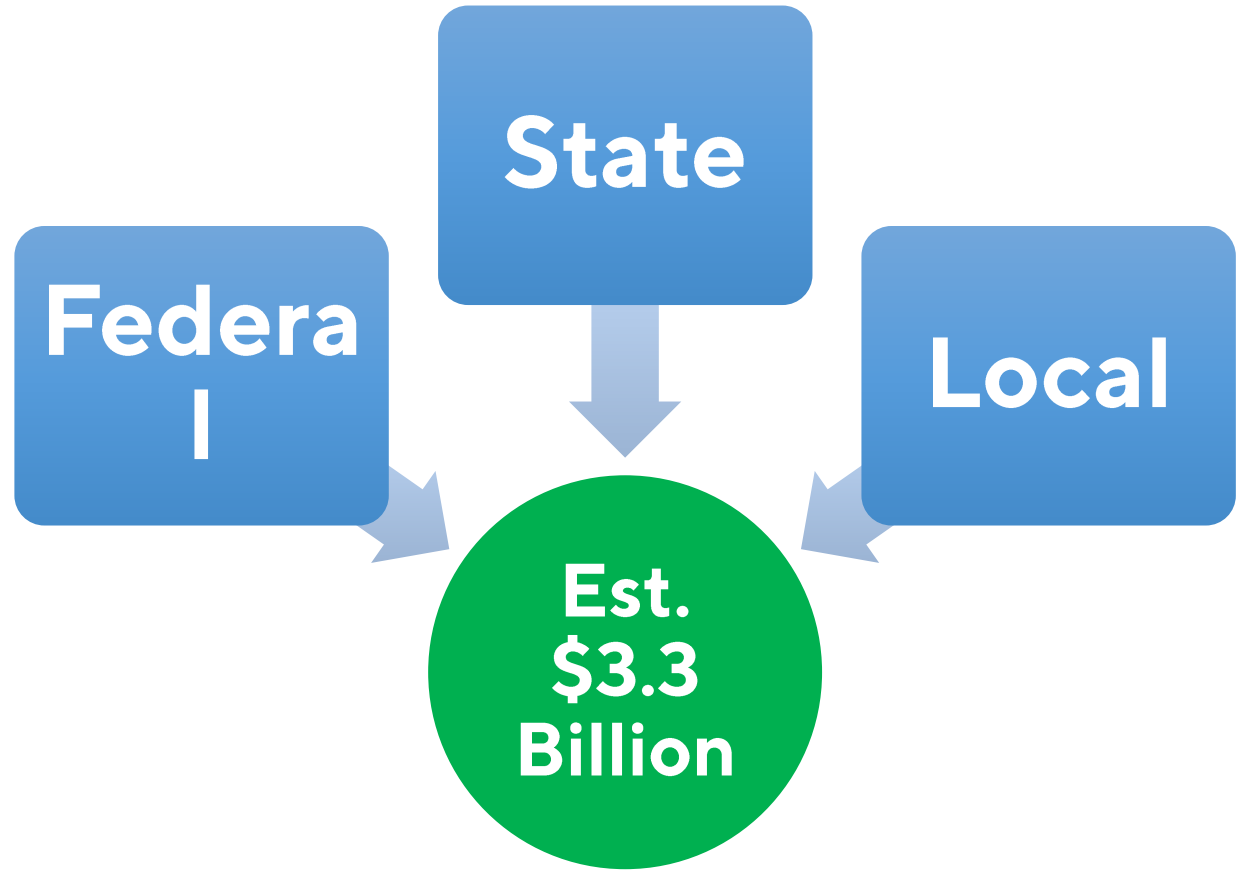




2019-2022 Transportation Improvement Program



Largest 4-Year
Programmed Amount in
CAMPO History





CAMPO Studies



Ongoing

- » Regional Arterials Plan

Completed

- » Regional Active Transportation Plan
- » Williams Drive

Upcoming

- » San Marcos Platinum Planning Study
- » Luling Relief Route Study
- » Regional Transit Study





Potential Studies



- **Regional Interchange Plan**
- **Regional At-Grade Crossing Study**
- **Rail Siding Locations Study**
- **Multi-Regional Freight Movement Study**



Ashby Johnson

Executive Director

512.215.8225



CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION



Date: August 13, 2018
Continued From: N/A
Action Requested: Information

To: Transportation Policy Board
From: Mr. Ashby Johnson, CAMPO Executive Director
Agenda Item: 12d
Subject: Nomination for Executive Committee of the Transportation Research Board – National Academy of Sciences

RECOMMENDATION

Information Item only. (**Attachment A**).

PURPOSE AND EXECUTIVE SUMMARY

The CAMPO Executive Director, Ashby Johnson, was recently notified that he will be nominated to fill a position on the Executive Committee of the Transportation Research Board. The Transportation Research Board is an international organization of transportation professionals and academics working to improve transportation through research, policy, and improved operations.

The [TRB Executive Committee](#) is the senior policy body of TRB, composed of approximately 25 members appointed by the Chairman of the [National Research Council \(NRC\)](#). These members are selected so as to provide balanced representation of transportation modes, academic disciplines, private and public sectors, levels of government, geographical regions, and other relevant factors. Members are appointed for a term of three years and may be reappointed for one term. In addition, approximately 20 ex officio members serve on the Executive Committee.

Executive Committee Responsibilities to the NRC

The TRB Executive Committee is officially an advisory group to the Chairman and the Governing Board of the NRC, who look to the Executive Committee to provide oversight of TRB's activities. Such oversight is intended to ensure that TRB's activities are appropriate for the NRC and constructive to the transportation system and the nation. Reports (both written and oral) of ongoing and proposed TRB projects are brought to the Executive Committee at each meeting and are approved, rejected, or accepted after modification. The Board is also expected to note new opportunities for TRB to provide its services or projects and, where appropriate, to find ways to bring such projects into being.

FINANCIAL IMPACT

None.

SUPPORTING DOCUMENTS

Attachment A – *Executive Committee Membership Roster*

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Online Directory

[Committee](#)[Person](#)[Organization](#)[Browse TRB Lists](#)

Executive Committee

Website : <http://www.trb.org/CommitteeandPanels/Public/ExecutiveCommitteeOverview.aspx>

SPO : Mr. Neil Pedersen

Name	Role	Organization	Title	Email
+ Katie Turnbull	Chair	Texas A&M Transportation Institute	Executive Associate Director	k-turnbull@tti.tamu.edu
+ Victoria Arroyo	Vice Chair	Georgetown University	Executive Director, Georgetown Climate Center, Assistant Dean of Centers & Institutes, Professor	Log In to see Email
+ Neil Pedersen	Executive Director E0000 only	Transportation Research Board	Executive Director	Log In to see Email
+ Scott Bennett	Member	Arkansas Department of Transportation	Director	Log In to see Email
+ Carlos Braceras	Member	Utah Department of Transportation	Executive Director	Log In to see Email

Name	Role	Organization	Title	Email
+ Ginger Evans	Member	Tower Consulting, LLC	President	Log In to see Email
+ Nathaniel Ford	Member	Jacksonville Transportation Authority	Executive Director/Chief Executive Officer	Log In to see Email
+ A. Stewart Fotheringham	Member	Arizona State University	Professor	Log In to see Email
+ Susan Hanson	Member	Clark University	Distinguished University Professor Emerita, Gradua	Log In to see Email
+ Steve Heminger	Member	Metropolitan Transportation Commission (MTC)	Executive Director	Log In to see Email
+ Chris Hendrickson	Member	Carnegie Mellon University	Hamerschlag University Professor of Engineering Em	Log In to see Email
+ Jeffrey Holt	Member	Bank of Montreal Capital Markets	Managing Director	Log In to see Email
+ Roger Huff	Member	HGLC, LLC	President	Log In to see Email
+ S. Jack Hu	Member	University of Michigan, Ann Arbor	Vice President, Research and J. Reid and Polly And	Log In to see Email
+ Geraldine Knatz	Member	University of Southern California	Professor of Practice of Policy and Engineering	Log In to see Email
+ Melinda McGrath	Member	Mississippi Department of Transportation	Executive Director	Log In to see Email
+ Patrick McKenna	Member	Missouri Department of Transportation	Director	Log In to see Email

Name ▾	Role ▾	Organization ▾	Title ▾	Email ▾
+ Brian Ness	Member	Idaho Transportation Department	Director	Log In to see Email
+ James Redeker	Member	Connecticut Department of Transportation	Commissioner	Log In to see Email
+ Leslie Richards	Member	Pennsylvania Department of Transportation	Secretary	Log In to see Email
+ Mark Rosenberg	Member	The Task Force for Global Health, Inc.	Executive Director	Log In to see Email
+ Gary Thomas	Member	Dallas Area Rapid Transit (DART)	President/Executive Director	Log In to see Email
+ Pat Thomas	Member	United Parcel Service (UPS)	Senior Vice President of State Government Affairs (Retired)	Log In to see Email
+ James Tien	Member	University of Miami	Distinguished Professor and Dean Emeritus, College	Log In to see Email
+ Katie Turnbull	Member	Texas A&M Transportation Institute	Executive Associate Director	Log In to see Email
+ Dean Wise	Member	Dean Wise LLC	Consultant	Log In to see Email
+ Charlie Zelle	Member	Minnesota Department of Transportation	Commissioner	Log In to see Email
+ Daniel Sperling	Ex Officio Member voting	University of California, Davis	Professor and Director	Log In to see Email

Name	Role	Organization	Title	Email
+ Ronald Batory	Ex Officio Member	Federal Railroad Administration (FRA)	Administrator	Log In to see Email
+ Mary Brooks	Ex Officio Member	Dalhousie University	Professor Emerita	Log In to see Email
+ Mark Buzby	Ex Officio Member	Maritime Administration (MARAD)	Maritime Administrator	Log In to see Email
+ Steven Chalk	Ex Officio Member	U.S. Department of Energy	Deputy Assistant Secretary for Transportation	Log In to see Email
+ Steven Cliff	Ex Officio Member	California Air Resources Board	Senior Advisor to the Chair	Log In to see Email
+ Howard Elliott	Ex Officio Member	Pipeline and Hazardous Materials Safety Administration	Administrator	Log In to see Email
+ Daniel Elwell	Ex Officio Member	Federal Aviation Administration	Acting Administrator	Log In to see Email
+ Audrey Farley	Ex Officio Member	Office of the Assistant Secretary for Research and Technology	Executive Director	Log In to see Email
+ LeRoy Gishi	Ex Officio Member	U.S. Bureau of Indian Affairs	Chief, Division of Transportation	Log In to see Email
+ John Gray	Ex Officio Member	Association of American Railroads (AAR)	Senior Vice President, Policy and Economics	Log In to see Email
+ Brandye Hendrickson	Ex Officio Member	Federal Highway Administration	Acting Administrator	Log In to see Email
+ Nikola Ivanov	Ex Officio Member	University of Maryland, College Park	Deputy Director	Log In to see Email

Name	Role	Organization	Title	Email
+ Donald Jackson	Ex Officio Member	U.S. Army Corps of Engineers (USACE)	Deputy Commanding General for Civil and Emergency Operations	Log In to see Email
+ Heidi King	Ex Officio Member	National Highway Traffic Safety Administration	Deputy Administrator and Acting Administrator	Log In to see Email
+ Raymond Martinez	Ex Officio Member	Federal Motor Carrier Safety Administration	Administrator	Log In to see Email
+ Craig Rutland	Ex Officio Member	U.S. Air Force Civil Engineer Center (USAFCEC)	U.S. Air Force Pavement Engineer	Log In to see Email
+ Karl Simon	Ex Officio Member	U.S. Environmental Protection Agency	Director, Transportation and Climate Division	Log In to see Email
+ Paul Skoutelas	Ex Officio Member	American Public Transportation Association (APTA)	President/CEO	Log In to see Email
+ K. Jane Williams	Ex Officio Member	Federal Transit Administration	Acting Administrator	Log In to see Email
+ Frederick Wright	Ex Officio Member	American Association of State Highway and Transportation Officials	Executive Director	Log In to see Email
+ Paul Zukunft	Ex Officio Member	U.S. Coast Guard	Commandant	Log In to see Email