

**RESOLUTION NO. 2008- 106 R**

**A resolution authorizing the City Manager to execute an Agreement between the City of Victoria and Alliance Transportation Group, Inc. of Austin, Texas, for Professional Services to assist the Victoria Metropolitan Planning Organization (MPO) in the development of a 2035 Metropolitan Transportation Plan (MTP), in an amount not to exceed \$140,000.00; and declaring an effective date.**

IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF VICTORIA, TEXAS:

1.

The City Manager is authorized to execute an Agreement between the City of Victoria and Alliance Transportation Group, Inc. of Austin, Texas, for Professional Services to assist the Victoria Metropolitan Planning Organization (MPO) in the development of a 2035 Metropolitan Transportation Plan (MTP) in an amount not to exceed \$140,000.00, which is attached hereto and incorporated herein, with changes to form as are approved by the City Attorney.

2.

This resolution shall become effective immediately upon adoption.

PASSED, this the 1<sup>st</sup> day of July, 2008.

AYES: 7

NAYS: 0

ABSTENTIONS: 0

APPROVED AND ADOPTED, this the 1<sup>st</sup> day of July, 2008.



ATTEST:

*Scarlet Swoboda*  
SCARLET SWOBODA, City Secretary

*Will Armstrong*

WILL ARMSTRONG, Mayor of the  
City of Victoria, Texas

APPROVED AS TO LEGAL FORM:

*Miles Riskey*  
MILES RISLEY, City Attorney

Distribution: Legal Department  
Finance Department  
Planning Department

Copies Sent: JULY 2, 2008

**AGREEMENT BETWEEN THE CITY  
OF VICTORIA AND ALLIANCE TRANSPORTATION INC.  
FOR PROFESSIONAL SERVICES TO ASSIST THE  
VICTORIA COUNTY METROPOLITAN PLANNING ORGANIZATION  
IN DEVELOPMENT OF A 2035 METROPOLITAN TRANSPORTATION PLAN**

OWNER: The City of Victoria, Texas, P.O. Box 1758, Victoria, Texas 77902

PROFESSIONAL: Alliance Transportation Group, Inc., 100 E. Anderson Lane, Suite 300, Austin, Texas 78752

PROJECT: PROFESSIONAL will develop and prepare an update to the Victoria County Metropolitan Planning Organization's Long-Range Metropolitan Transportation Plan (MTP) in accordance with **Exhibit "A"**. PROFESSIONAL will provide all maps and reports in both hard copy and electronic format. PROFESSIONAL will provide all documents and maps in Microsoft Office Compatible Format and ArcMap Compatible Format.

OWNER'S REPRESENTATIVE: Ray Miller, Jr., Assistant Director of the City of Victoria Planning Department (City)

- 1.1. Professional's Agreement. Professional shall complete the aforementioned project and provide the requested reports to the City on or before the **31<sup>ST</sup> of DECEMBER 2009**.
- 2.1. Additional Services of Professional. None Specified.
- 3.1. Owner's Responsibilities. OWNER shall provide currently approved Travel Demand Model data sets and additional existing information as requested by the PROFESSIONAL to perform its services.
- 4.1. Payments to Professional. OWNER shall pay PROFESSIONAL on an hourly basis in accordance with **Exhibit "A"**, in a total amount not to exceed **\$ 140,000** for Basic Services.
- 4.2. Times of Payments. PROFESSIONAL shall submit monthly statements for Basic Services rendered. For Basic Services, the statements will be based upon PROFESSIONAL'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall pay PROFESSIONAL within 30 days after receipt of PROFESSIONAL'S monthly statements unless payment is contested with the exception of the retainage as follows. OWNER will retain 10% of each invoiced amount for Basic Services and pay PROFESSIONAL said 10% amount within 30 days after final completion of the contract and acceptance of all deliverables pursuant to this contract.
- 4.3. Other Provisions Concerning Payments. OWNER agrees to pay a charge of 1% per month on all invoiced amounts not paid within 30 days of the date of the invoice (exclusive of 5% retainage as provided above), calculated from the date of the invoice properly owed and due. In addition, PROFESSIONAL may, after giving 7 days written notice to OWNER, suspend services under this Agreement until the PROFESSIONAL has been paid in full all amounts due for services and expenses.
- 5.1. Termination. OWNER or PROFESSIONAL may, with or without cause, terminate this agreement upon 10 days written notice to the other party with the understanding that all services being performed under this agreement shall cease upon the date specified in such notice. Upon termination, payment for any task completed or portion thereof shall constitute full payment of all amounts owed by the City pursuant to this contract. PROFESSIONAL shall invoice OWNER for all services completed and shall be compensated in accordance with terms of this agreement for all services performed by PROFESSIONAL prior to the date specified in such notice, with the maximum amount adjusted downward to reflect the percentage of Basic Services completed.
- 6.1. Ownership of Documents. All documents prepared by PROFESSIONAL pursuant to this contract, including reports, drawings, and specifications, shall become the property of the OWNER and shall be delivered to OWNER without any restriction on future use. PROFESSIONAL may make copies of any and all documents for its files.

- 6.2. **Controlling Law.** This agreement is performable and is to be governed by the law applicable in Victoria County, Texas. Venue for any action arising under this Agreement shall be in Victoria County, Texas.
- 6.3. **No Assignment.** PROFESSIONAL shall not assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent PROFESSIONAL from employing independent consultants, associates and subcontractors to assist it in the performance of services hereunder.
- 6.4. **No Contractual Obligations to Third Parties.** Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and PROFESSIONAL unless OWNER expressly assigns this contract to any such party.
- 6.5. **Independent Contractor.** In performing services under this Agreement, the relationship between OWNER and PROFESSIONAL is that of independent contractor, and OWNER and PROFESSIONAL by the execution of this Agreement do not change the independent status of PROFESSIONAL. No term or provision of this Agreement or act of PROFESSIONAL in the performance of this Agreement shall be construed as making PROFESSIONAL the agent, servant, or employee of OWNER.
- 6.6. **Indemnity and Release.** PROFESSIONAL agrees to defend, indemnify, release and hold OWNER whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of, or be occasioned by any negligent act or omission of PROFESSIONAL or any officer, agent, servant, employee, or associate of PROFESSIONAL in the execution or performance of this agreement, regardless of the acts, omissions or negligence of OWNER, but only to the extent of the degree of legal liability adjudged upon PROFESSIONAL as compared to total liability of all parties. PROFESSIONAL further agrees to release, indemnify, and hold harmless OWNER and OWNER's officers, agents, and employees from any claims or suits arising from the personal injury or death of any officers, agents, or employees of PROFESSIONAL in the performance of the duties of PROFESSIONAL performed pursuant to this contract.
- 6.7. **No Prior Agreements.** This Agreement, together with referenced attachments, constitutes the entire agreement between OWNER and PROFESSIONAL and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER:  
City of Victoria

PROFESSIONAL:  
Alliance Transportation Group, Inc.

By: \_\_\_\_\_  
Charles E. Windwehen, City Manager

By: \_\_\_\_\_  
J. D. Allen, AICP, Vice President

(seal)

(seal)

ATTEST:

ATTEST:

\_\_\_\_\_  
Scarlet Swoboda, City Secretary

\_\_\_\_\_  
BY \_\_\_\_\_, Asst. Secretary

FORM APPROVED:

\_\_\_\_\_  
Miles Risley, City Attorney

## **Project Approach**

### ***Task 1 – Project Initiation***

Task 1.1 Initiate and Carry Out Project Management Plan – Alliance will work with the Victoria MPO to refine and finalize a project management plan (PMP).

Task 1.2 Ensure conformance of MTP process to state and federal regulations – Alliance will work with the Victoria MPO to create an updated MTP and TIP that will seamlessly incorporate all of the new SAFETEA-LU planning regulations. Items that Alliance will incorporate into the 2035 MTP update to insure SAFETEA-LU compliance will include:

- Use of total project cost and year of expenditure dollars in the financial analysis
- Substantial Interagency consultation
- Inclusion of operational and management strategies to improve the existing system
- Strategies to improve intermodal connectivity/mode integration
- Increased use of website and graphic exhibits in public participation
- Increased emphasis on safety and security issues
- Conceptual analysis of the MTP environmental impacts / benefits

Also, because the TIP and MTP must be more closely coordinated, requiring more amendments, a major goal of this MTP update will be to design a document and process that can be easily maintained.

Task 1.3 Review other plans and studies to coordinate with land use plans and economic development plans etc;

Alliance will review previously compiled data and completed and on-going applicable studies in the study area. This information will be used along with agency coordination to insure that the development of the MTP maintains consistency with land use, economic development, and transportation system management plans.

### ***Task 2 – Agency Consultation and Public Participation***

This task is designed to engage the broadest possible spectrum of stakeholders and interested parties as defined in SAFETEA-LU into the MTP update process. Alliance will work with the Victoria MPO to develop a consultation and participation process that gives and receives meaningful information in formulating the MTP. The result of this balanced approach is that all constituency groups can take ownership of the outcomes of the planning process and final approval of the plan takes place in an environment of collaboration.

Task 2.1 Agency coordination and consultation - Alliance will work with the Victoria MPO to identify agency stakeholders including local governments, local transit providers, local land use and economic development decision makers, federal and state regulatory and permitting agencies, federal and state public safety and security agencies and other “interested parties” and carry out and document agency consultation meetings on the MTP development as required in the Metropolitan Planning Regulations. At a minimum, these agencies would include, but not be limited to the City of Victoria, Victoria County, Texas Department of Transportation (TXDOT) District Office, Federal Transit Administration, Environmental Protection Agency, U.S. Department of Homeland Security, etc.

Task 2.2 Transportation Provider Consultation - Alliance will support the Victoria MPO’s objective of providing a coordinated multimodal transportation plan through targeted consultation with transportation providers, particularly those specifically referenced in SAFETEA-LU including Victoria Transit and the human service and rural providers operating under the FTA 5310 and 5311 programs, the Victoria Regional Airport, the Port of Victoria, rail and motor freight operators, commercial transport associations, and other transportation providers within the study area.

Task 2.3 Public Participation - Alliance will design and present for the Victoria MPO’s approval, a comprehensive public participation effort that meets the objectives of the newly adopted Victoria MPO’s Public Participation Plan. Particular attention will be given to engaging the “interested parties” specified in the Metropolitan Planning

Regulations and to meeting the objectives of the newly adopted Victoria MPO's Public Participation Plan (PPP).

Alliance will assist the Victoria MPO in conducting three open house/public meetings; one at the beginning of the study to inform the public of the project and its objectives and two at the end of the study to report and receive input on findings and outcomes. Alliance will prepare and present technical presentations including maps and graphics to assist with visualization of the MTP by participants at the public meetings. Public Meetings will be broadly advertised in accordance with the newly adopted Victoria MPO's Public Participation Plan and targeted invitations will be distributed to groups and individuals representing "interested parties" as defined in the metropolitan planning regulations. These meetings will, to the extent possible, be scheduled at times and located in places that are convenient to the public and accessible to transit riders and those with disabilities.

### ***Task 3 – Data Assembly***

It is anticipated that some data assembly will be required. Upon notice to proceed, a list of the necessary items will be provided to the Victoria MPO to facilitate gathering of information. It is anticipated that the following data items would be valuable to the MTP Update.

1. Current model files.
2. TxDOT saturation counts for the County.
3. Current aerial photography.
4. Current 2030 MTP and other plans, studies and projects.

### ***Task 4 – Travel Demand Modeling***

Alliance will obtain the latest available version of the Victoria MPO's travel demand model for use in the MTP update process. Steps in the process include:

Task 4.1 Develop Existing Plus Committed Network - The first step in identification of roadway needs is the assignment of future (year 2035) traffic volumes to the Existing Plus Committed (E+C) network. Alliance will compile information on the location and physical characteristics of committed roadway improvements for the study area in coordination with the Victoria MPO and the local governmental agencies, from which information on committed improvements will be obtained. The E+C network will be coded for input to the forecast model. The E+C network will include existing classified roadways and those committed by TxDOT, the Victoria MPO, and local agencies for implementation.

Task 4.2 Perform Deficiency Analyses – Alliance will code a highway network representing all existing plus committed (E+C) projects in the Victoria MPO's study area. We will then assign the year 2035 vehicle trips to the E+C network and analyze the resulting traffic forecasts to identify locations with capacity deficiencies that are projected to operate at unacceptable levels of service.

Task 4.3 Test Alternative Project scenarios - Roadway network alternatives for addressing identified long-range (year 2035) needs will be developed and evaluated in this task. This process of alternatives development will be based upon consultation with the Victoria MPO as well as upon the outcomes of the agency coordination and public participation processes. Alliance will input proposed new roadways or improvements to existing roads into the Victoria MPO's travel model and produce a traffic forecast for use in assessing project impacts and benefits. Based on indicators such as vehicle-miles-traveled (VMT), volume-to-capacity ratios (VOC) and changes in travel time and travel patterns, the projects will be scored on their effectiveness at addressing identified deficiencies. The projects with the best performance will be included in the inventory of needed improvements.

Task 4.4 2035 MTP Analysis – Once the financially constrained MTP project list has been developed, an additional traffic forecast will be performed to document the benefits of the Victoria MPO's 2035 MTP.

**Deliverables for Task 4** – A technical report will be prepared which summarizes the results of all travel demand model preparation, application and analysis. The memorandum will provide documentation on all assumptions, inputs, and outcomes of the modeling process including the revised traffic analysis zone attributes, updated highway networks, and the traffic forecasts resulting from the analysis of scenarios and the final 2035 MTP.

### ***Task 5 – Develop a Phased Inventory of Needed Multi-Modal Improvements***

**Task 5.1 Establish Goals and Criteria for MTP Update** - SAFETEA-LU requires consideration of community based goals and objectives in the development of the MTP. One of the initial tasks of this study will be the establishment of goals and criteria that will be used as guidelines for the development and evaluation of alternatives for the MTP. This task will be conducted in close coordination with the Victoria MPO. It is important to create community based goals and objectives that address a variety of transportation modes and land use scenarios, because the Victoria MPO's travel demand model can provide analysis on highway capacity deficiencies, but does not contain transit, pedestrian or bicycle analysis capabilities. To incorporate these modes into the process other evaluative approaches will be incorporated into the planning process.

**Task 5.2 Project Assessment** - The inventory of projects to be considered for inclusion in the 2035 MTP will be compiled from the outcomes of the activities and analyses conducted in the study including consultation with the Victoria MPO and the TAC, consultation with agencies and transportation providers, public participation, and the deficiency analysis conducted using the Victoria MPO's travel model. The selected projects will be prioritized based on their relevance and importance to the community goals and objectives identified in the previous task. The list of projects will include road and bridge projects, rail, transit, bicycle facilities and services, intermodal facilities and pedestrian amenities. The projects will also include operations and maintenance projects arising from the recommendations arising from various management systems such as congestion management, pavement management and transit management plans.

As part of the project assessment, Alliance will perform a conceptual level analysis of the generalized environmental impacts of the packaged set of staged improvements proposed for inclusion in the MTP. This analysis, subject to availability of data, is anticipated to include a geographic information system (GIS) comparison of the relationship of proposed projects to environmentally sensitive locations and a generalized assessment of transportation system impacts such as air quality and energy consumption using outputs from the travel demand model.

**Deliverables of Task 5** – A prioritized inventory of needed multimodal improvement projects for input into the financial analysis and development of the fiscally constrained MTP.

### ***Task 6 – Financial Analysis / Financial Plan***

SAFETEA-LU requires that the Victoria MPO's 2035 MTP be financial constrained. Alliance will conduct a financial analysis of total project cost in year of expenditure dollars compared to anticipated revenues over the life of the MTP using a rate of growth developed in coordination with the Victoria MPO and TxDOT.

**Task 6.1 Implementation Costs** - Order-of-magnitude estimates of implementation costs will be developed for each improvement identified in the Needs Analysis. These cost estimates (in 2006 constant dollars) will be prepared for all logical route segments or projects. Implementation costs will be in terms of "total project cost" as defined in SAFETEA-LU including anticipated construction cost to which industry standard multipliers (developed in consultation with the Victoria MPO and TxDOT) will be applied for items such as preliminary engineering, construction engineering, indirect costs, contingencies and rights-of-way. These constant dollars will then be converted to 'Year-of-Expenditure' project cost to conform to the SAFETEA-LU requirements. Constant year dollars will be inflated using an annual compound inflation factor agreed upon by the Victoria MPO and TxDOT. Different rates may be used for short-term and long-term projects based on emerging TxDOT policy.

**Task 6.2 Anticipated Revenues** - Alliance will prepare an assessment of the estimated funding availability, which can reasonably be expected to be available from all sources during the plan period. The calculations of available revenue will include a rate-of-growth (ROG) factor as agreed upon in consultation with the Victoria MPO and TxDOT.

**Task 6.3 Staged Improvement / Financial Plan** – Alliance will use the financial assessment of the anticipated costs and revenues to prepare a realistic staging program based on anticipated funding levels. If the projected funding levels exceed the cost of the Needs Analysis the improvements will be prioritized and allocated to appropriate implementation timelines within the MTP horizon (2010, 2015, 2020, 2030 and 2035). However, if the cost of the Needs identified exceeds the projected funding, the improvements will be prioritized and funds allocated to the highest priority projects. Once funds are exhausted, the remaining projects will be included as illustrative projects, which may be advanced if additional revenues are identified.

**Deliverables of Task 6** – A financial plan for arriving at a fiscally constrained program of projects for inclusion in the

MTP with a description of the analysis performed and the methodology for calculating total project cost, year-of-expenditure dollars, and revenue rate-of-growth.

***Task 7 – Final Report Production***

Although report production would seem to be relatively straightforward, the new SAFETEA-LU requirements for coordination of the TIP and MTP will result in more frequent updates to the Victoria MPO's MTP as TIP amendments are made. For this reason Alliance will design a document format for the Victoria MPO's 2035 MTP that makes use of appendices and supplemental inserts to lower the administrative burden of changes so that amendments can be made in an efficient and timely manner. Alliance also proposes to include an accompanying executive summary and tri-fold expository brochure to make the MTP content more accessible to the public. As part of this phase of the project, Alliance will:

1. Prepare a draft final document and present it to the Technical Committee
2. Provide a copy of the report in electronic format, including any and all maps and data tables.
3. Make final revisions to the document and then provide 20 copies of the final document. All exhibits on larger paper shall be folded and referenced in the text.

As additional deliverables, Alliance will provide a brief executive summary of about 6 pages and an 11x17 tri-fold brochure depicting highlights of the Victoria MPO's 2035 MTP.

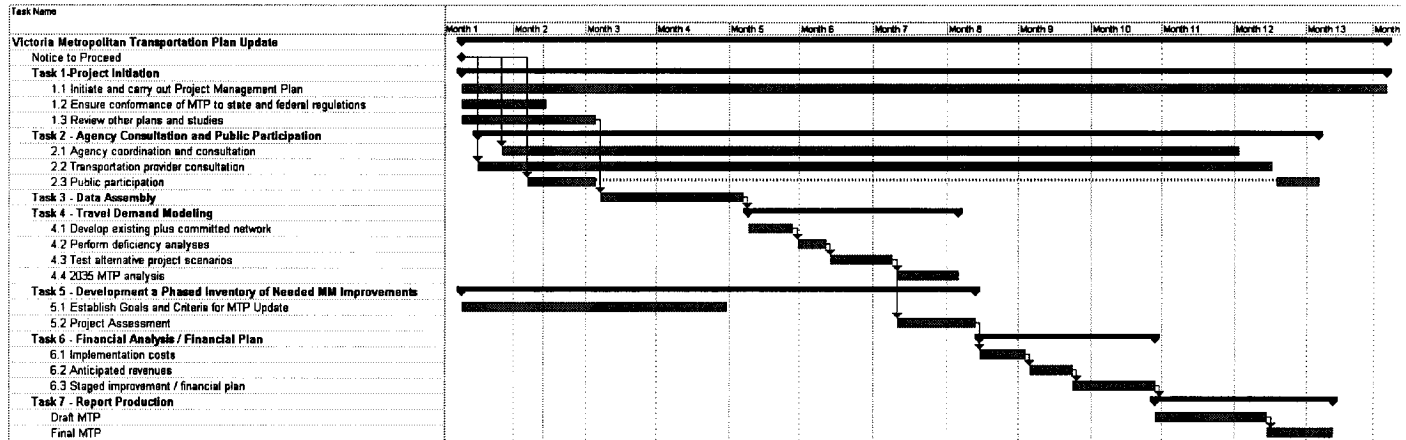
***Deliverables of Task 7 –***

- An electronic copy of the final draft MTP for TAC review
- 20 copies of the final MTP document for the Victoria MPO distribution
- 20 copies of a brief executive summary document for the Victoria MPO distribution
- 20 copies of a 1 page tri-fold brochure depicting highlights of the Victoria MPO's 2035 MTP
- Camera-ready originals of all reports in electronic format for the Victoria MPO's use.

### Timeline and Proposed Budget

As a part of the initial project management efforts on this project we will coordinate with MPO staff to develop a detailed schedule, outlining tasks, meetings, and completion dates for each element of the project. A preliminary timeline is illustrated below. Following the timeline is Alliance’s proposed budget for completing this endeavor for the Victoria MPO.

#### Timeline



#### Budget

Alliance Personnel	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Total	
	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$
J.D. Allen, AICP, Project Manager	40	\$ 5,757	80	\$11,514	8	\$ 1,151	8	\$ 1,151	40	\$ 5,757	20	\$ 2,879	20	\$ 2,879	216	\$ 3,000
James H. Harvey, Jr., Planning Director	40	\$ 5,688	80	\$11,376	4	\$ 569	20	\$ 2,844	40	\$ 5,688	24	\$ 3,413	20	\$ 2,844	228	\$ 3,000
Jack Jones, Senior Transportation Planner	0	\$ -	0	\$ -	0	\$ -	120	\$12,376	20	\$ 2,063	\$ -	\$ -	0	\$ -	140	\$ 1,000
Lisa Weston, Ph.D.	80	\$ 7,752	120	\$11,628	0	\$ -	0	\$ -	80	\$ 7,752	80	\$ 7,752	40	\$ 3,876	400	\$ 3,000
Martin Thomen	20	\$ 1,010	40	\$ 2,020	40	\$ 2,020	42	\$ 2,121	120	\$ 6,061	44	\$ 2,222	44	\$ 2,222	350	\$ 1,000
<b>Prime Total:</b>	<b>180</b>	<b>\$20,207</b>	<b>320</b>	<b>\$36,539</b>	<b>52</b>	<b>\$ 3,741</b>	<b>190</b>	<b>\$18,492</b>	<b>300</b>	<b>\$27,321</b>	<b>168</b>	<b>\$16,266</b>	<b>124</b>	<b>\$11,821</b>	<b>1334</b>	<b>\$ 13,000</b>
<b>Direct Costs</b>																
Travel		\$ 800		\$ 800					800					\$ 800		\$ -
Printing				\$ 200										\$ 3,000		\$ -
<b>Direct Costs Total:</b>		<b>\$ 800</b>		<b>\$ 1,000</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 3,800</b>		<b>\$ -</b>
<b>Project Total:</b>	<b>180</b>	<b>\$21,007</b>	<b>320</b>	<b>\$37,539</b>	<b>52</b>	<b>\$ 3,741</b>	<b>190</b>	<b>\$18,492</b>	<b>300</b>	<b>\$27,321</b>	<b>168</b>	<b>\$16,266</b>	<b>124</b>	<b>\$15,621</b>	<b>1334</b>	<b>\$ 13,000</b>