

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA

ITEM NO. 11

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Louis A. Lendman; Milo D. Nitschke;
File

SUBJECT: Bicycle Route Street Map

DATE: February 6, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to execute a Surface Transportation Program (STP)-Metropolitan Mobility Rehabilitation (MMR) Agreement with the Texas Department of Transportation (TxDOT) and authorizes the appropriation of \$2,000.00 from 1999 G.O. Street Improvement Bonds and the reimbursement of \$8,000.00 from TxDOT for a total amount of \$10,000.00 in connection with the Bicycle Route Street Map, an authorized Metropolitan Planning Organization (MPO) project, located in various Council Districts.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

In support of the efforts of the Metropolitan Planning Organization, Bicycle Mobility Task Force, and bicycling enthusiasts, a joint initiative between the City of San Antonio and the Texas Department of Transportation (TxDOT) was formed to fund the cost of printing the Bicycle Route Street Maps. These maps will assist bicyclists by providing a rating of the quality of various bicycle facilities throughout the City.

At the City's request and as endorsed by TxDOT, the Bicycle Route Street Map project will be accomplished through City Forces. Due to this change, an amendment to the construction project agreement is required. Due to the simple nature of this project, the City can handle the project efficiently through purchasing procedures for items over \$3,000.00. Through the competitive bidding process at least three vendors will be contacted, two of which must be from Historically Underutilized Businesses. The City will accept the lowest bid received. Therefore, by working directly with the City, the lowest bid vendor should save potential project time. Although, the City is responsible for this project, the City will provide 20% of the printing expense of the maps and TxDOT will reimburse the City for 80%.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to provide public awareness of multiple modes of transportation available throughout the City.

FISCAL IMPACT

This is a one-time capital improvement expenditure. Funds in the amount of \$2,000.00 are available from 1999 G.O. Street Improvement Bond funds and \$8,000.00 will be reimbursed to the City from the Texas Department of Transportation (TxDOT).

COORDINATION


This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, Purchasing and General Services Department, and the Texas Department of Transportation.

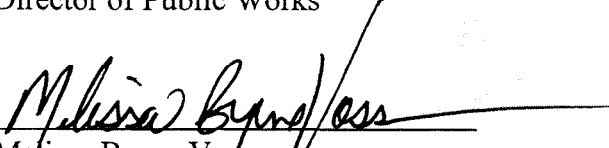
SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form is not required for this ordinance.

ATTACHMENTS

1. Agreement


Thomas G. Wendorf, P.E.
Director of Public Works
1/30/03


Melissa Byrne Vossme
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager



Texas Department of Transportation

P.O. BOX 29928 • SAN ANTONIO, TEXAS 78229-0928 • (210) 615-1110

October 7, 2002

RECEIVED

OCT 08 2002

CITY OF SAN ANTONIO
PUBLICWORKS, CAPITAL PROGRAMS

City of San Antonio
Attn: Mr. William Krause
Capital Programs Manager
P.O. Box 839966
San Antonio, Texas 78284-5126

Control: 0915-12-323
County: Bexar
Project: City of San Antonio Map for Bicycle Routes

Dear Mr. Krause:

Per the City of San Antonio's request and as endorsed by TxDOT, the referenced project will be constructed using City Forces. Due to this change, an amendment to the project agreement is required. Therefore, attached are two (2) originals of an amendment to the Surface Transportation Program - Metropolitan Mobility Rehabilitation Project Agreement for the above referenced project. Please return both copies, bearing original signatures, to the Consultant Contract Management Office, attention Melissa Jordan, at your earliest convenience. Once the amendment has been fully executed, an original will be returned to your office for permanent files.

Your prompt attention to this matter would be greatly appreciated. If you have any questions, or require additional information, please contact Melissa at (210) 615-5817. Thank you, in advance, for your assistance.

Sincerely,

John A. Saldaña, P.E.
for CCMO Manager

/mmj

Attach. A/S

cc: Clay Smith, P.E.

PROJECT AGREEMENT
SURFACE TRANSPORTATION PROGRAM-METROPOLITAN MOBILITY REHABILITATION
AMENDMENT # 1

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of San Antonio, acting by and through its duly authorized officials, hereinafter called the "City".

WITNESSETH

WHEREAS, the State and the City executed a contract on the 26th day of March, 1999 to effectuate their agreement to provide improvements on several facilities, further defined in Exhibit A of the original agreement; and,

WHEREAS, the City of San Antonio has determined it to be more cost-effective to construct this project using City forces; and

WHEREAS, it has become necessary to amend the agreement described in that contract such that the City of San Antonio is now responsible for the construction phase of the referenced project; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the City do agree as follows:

AGREEMENT

ARTICLE 1. DESCRIPTION OF AMENDED ITEMS

With regard to Article 4. Construction Responsibilities, Part A of the original agreement, the City of San Antonio hereby assumes the responsibility for the actual construction of the Project utilizing City forces.

- In accordance with the requirements established in 23 CFR Part 635, Part B, the City will submit a "Public Interest Statement" (attached) demonstrating the cost benefits to the public, to the State for approval allowing the City to use its own forces to construct the Project. No work shall be performed by the City prior to the State's approval of the "Public Interest Statement". Furthermore, the City will not initiate work associated with the construction of the Project until all required plans have been finalized by the State. Once the State has delivered a "Letter of Authority" to the City, construction activities may proceed according to the direction of the State.
- The City will use labor and supervisory personnel employed directly by the City, and use City-owned machinery, equipment, and vehicles necessary for the work. In the event that the City does not have the necessary machinery, equipment, and vehicles necessary to perform the work, the City shall procure the materials and supplies required for the construction of the Project in accordance with applicable federal, state and local procurement regulations. The City shall provide written procurement procedures to the State for review and approval prior to acquisition of the materials and supplies. The City shall comply with the "General Material Requirements" established in 23 CFR Part 635, Subpart D.
- The City shall provide a schedule of work based on the standard definition of "working day" under Article 1.71 in the 1995 Texas Standard Specifications and shall have 45 working days to complete the Project. The City shall notify the State at least 24 hours before beginning work.
- The State may make suitable, frequent, and complete inspection of all materials, and equipment and the work of installation to determine and permit certification that the Project and its components meet all applicable requirements of the plans and specifications in suitable condition of operation and maintenance by the City after its completion.

Article 5. Funding Responsibilities, Parts C & D of the original agreement are amended as follows:

- The State will be responsible for securing the federal share of the funding required for the construction of the Project, an amount not to exceed eighty percent (80%) of the total cost to complete the Project. The City will be responsible for the non-federal participation costs associated with the Project.
- The City shall submit to the State all properly supported, valid documentation relating to the actual costs incurred associated with the construction of the Project. Valid, reasonable costs incurred by the City after the City has obtained written authorization from the State will be eligible for reimbursement at an amount not to exceed eighty percent (80%) of the actual costs.
- The City shall submit an original Billing Statement (the State's Form 132) with supporting documentation, to the State before the 5th working day of each month the Project is under construction, to the following address: Clay Smith, P.E., Texas Department of Transportation, P.O. Box 29928, San Antonio, Texas 78229-0928. All necessary material test reports will be submitted before payment of item.
- The State will make payment to the City within thirty (30) days from receipt of the request, provided the request for reimbursement is valid and has properly been prepared and documented, summarizing the costs and description of work performed, quantity of materials and devices, unit price, labor costs, and extensions. Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement. The State will prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of the State.
- The City shall comply with the cost principles established in OMB Circular A-87, "Cost Principles for State and Local Governments".

Article 8. Termination of the original agreement is amended to add the following:

- If, at any time, the City fails to assume the construction responsibilities as prescribed herein or the maintenance and operation responsibilities for the City's portion of the Project in a satisfactory manner as determined by the State, the State reserves the right to assume the construction responsibilities and/or to arrange for the maintenance and operation responsibilities at the expense of the City.

Article 14. Inspection of Books and Records of the original agreement is amended to add the following:

- The State shall, for purpose of termination of the agreement prior to completion, examine the books and records of the City for the purpose of checking the amount of the work performed and/or materials furnished by the City at the time of contract termination. The City shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this contract and shall make such materials available to the State, Federal Highway Administration (FHWA) or its duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of final payment under this contract or until impending litigation is resolved. Additionally, the State, FHWA and its duly authorized representatives shall have access to all records of the City which are directly applicable to this contract for the purpose of making audits, examinations, excerpts and transcriptions. The City will comply with OMB Circular A-133.

The following Articles are hereby added and are made part of the original agreement, as they pertain only to the referenced Project:

Article 15. Remedies

- Violation or breach of contract terms by the City shall be grounds for termination of the agreement, and any increased cost arising from the City's default, breach of contract, or violation of terms shall be paid by the City. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 16. Disputes

- Should disputes arise as to responsibilities and obligations as set forth in this agreement, the State's decision shall be final and binding.

Article 17. Subletting

- The City shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event subcontracts are entered into by the City, the subcontractors must adhere to the provisions of this agreement.

Article 18. Insurance

A. Self Insured

- Prior to the City performing any work on this Project, the City shall furnish to the State a completed Certification of Insurance (Form 20.102, latest version) and shall maintain its self-insurance program in full force and effect as long as this Project lasts. The State understands that the City is a self insured entity for public liability purposes.

Article 19. Successors and Assigns

- The City shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

Article 20. Procurement Standards

- The City shall adhere to the procurement standards set forth in Title 49 CFR Part 18.32.

Article 21. Property Management Standards

- The City shall adhere to the property management standards set forth in Title 49 CFR Part 18.36.

Article 22. Compliance With Laws

- The City shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, administration bodies, or tribunals in any matter affecting the performance of the agreement, including without limitation worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws, permits and regulations. When required, the City shall furnish the State with satisfactory proof of compliance.

Article 23. Civil Rights Compliance

- The City shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR 21 and 23 CFR 710.405 (B)); also Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations (41 CFR 60).

Article 24. Minority Business Enterprise Program Requirements

- The City agrees to comply with the requirements set forth in Exhibit F, "Minority Business Enterprise Program Requirements".

Article 25. Debarment Certifications (Applicable to agreements which exceed \$100,000)

- The City is prohibited from making any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The City shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulation, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

ALL OTHER PROVISIONS OF THE ORIGINAL AGREEMENT ARE UNCHANGED AND REMAIN IN FULL FORCE AND EFFECT.

ARTICLE 2. SIGNATORY WARRANTY

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE CITY have executed duplicate counterparts to effectuate this agreement.

THE CITY OF SAN ANTONIO

By _____ Date _____

Typed or Printed Name and Title _____

Executed for the Executive Director and approved by the Texas Transportation Commission under the authority of Minute Order No. 100002, for the purpose and effect of activating and carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

THE STATE OF TEXAS

By _____ Date _____

Jennifer Soldano, Director of Contract Services

Control-Section-Job: 0915-12-323Project Location: In San Antonio~~(45 spaces only)~~Proposed Work: Bicycle Route Street Map

(35 spaces only)

Action Type: ☒ Original ☐ AmendmentOversight: ☒ TxDOT ☐ FHWAOn NHS System: ☐ Yes ☒ NoFinancing: ☒ Regular ☐ Advanced Construction

TxDOT is authorized to proceed with the following work:

☐ Preliminary Engineering ☐ Construction
☐ Right of Way Acquisition ☒ Other (Specify in Comments)

Comments: No letting; City forces

20
FA3
1) CC
C/24
Ken Z.
Mellissz
2) C.F.

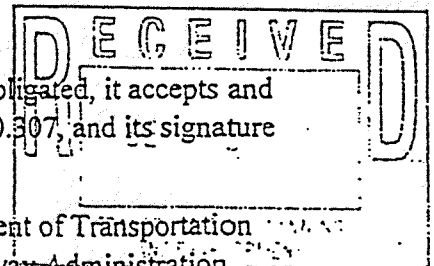
915-12-323

Appn Code	Project Cost	Federal Participation % If fixed "X"	Federal Dollars
Q23	\$10,000	80%	\$8,000
Total Project Cost:	\$10,000	Total Federal Funds:	\$8,000

Funds Available per FHWA Division Office By: Brenda F. Washington Date: 5/21/01 (FHWA use only)Federal-Aid Project Agreement

The State agrees that, as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth in 23 CFR Part 630.307, and its signature constitutes the making of this certification.

Texas Department of Transportation

U.S. Department of Transportation
Federal Highway AdministrationAndrea K. Olson
Letting & Funding ManagerDate: 5/16/01Karen R. Kavel
For: Division AdministratorDate: 5/21/01

) See Attached for Conditions

cc: Design Division, Finance Division

bcc:
~~TPP~~ TPP Let.Mgmt. **FIN**
District: San Antonio
Attn: Julie Brown



CITY OF SAN ANTONIO

RECEIVED

JUL 3 2002

TEXAS DEPARTMENT OF TRANSPORTATION
P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

June 27, 2002

DISTRICT DESIGN

Mr. Gilbert Gavia
Texas Department of Transportation
4615 N.W. Loop 410
P.O. Box 29928
San Antonio, Texas 78228-0928

Re: City Purchasing Procedures
Citywide Bike Map Printing - CSJ 915 12 323

Dear Mr. Gavia,

\$10,000
STP 2000(143)MM
Map delineating existing bicycle facilities

The City of San Antonio seeks permission from Texas Department of Transportation to purchase Bike Map through City Force Account. The City has established purchasing procedures for items over \$3000. We must contact at least three vendors, two of which must be from Historically Underutilized Businesses. We will accept the lowest bid received. The vendors will be supplied with the requirements of the bid. It would include items for this project such as type of paper, size of paper, how folded, how many colors, special coating, how delivered, quantity per package, number of proofs before printing, etc.

We believe there are benefits in using the City Force Account for this particular project as opposed to having TxDOT using the procurement process. Due to the simple nature of this project, we believe the City can handle the project efficiently through its local control. By working directly with the City, the lowest bid vendor should save potential project time by not dealing with lengthy State procedures. Again, the City also has a competitive bidding procedure that encourages minority participation through its Historically Underutilized Businesses (HUB) practice. Additionally, we have city buyers on staff that regularly follow and know these purchasing procedures. We have one buyer in particular that handles all of our printing purchases. From the reasons stated above, we believe this project is best done through the City.

We hope this satisfies the need for information on how the City will purchase the Citywide Bicycle Maps using our City force account and then get reimbursed for this effort.

Please call if you have any questions.

Sincerely,

Dean Bayer P.E.
Dean Bayer, P.E.
Project Manager