

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL CORRESPONDENCE SHEET
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA
ITEM NO. **23**

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, and file

SUBJECT: Advance Funding Agreement for Voluntary Transportation Improvement Projects with the Texas Department of Transportation for the extension of the coordinated signal system on SH 16 (Bandera Rd.) to intersections at Tezel/Prue Rd., at Old Prue Rd., and at Quincy Lee/Stonecroft.

DATE: August 7, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to enter into an agreement with the Texas Department of Transportation for advance funding for the extension of the coordinated signal system on SH 16 (Bandera Rd.) to intersections at Tezel/Prue Rd., at Old Prue Rd., and at Quincy Lee/Stonecroft, and authorizes \$22,130.28 from the Traffic Signal Installation/Upgrades Program 2000-2001 to be paid to the Texas Department of Transportation for this signal system coordination improvements project in Districts 7 and 8.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

The existing SH 16 (Bandera Rd.) traffic signal system is comprised of five signalized intersections: Bandera Rd at Eckhert Rd; Bandera Rd at Mainland Dr; Bandera Rd at Guilbeau/Bristle Cone; Bandera Rd at Mystic Park/Bresnahan; and, Bandera at Braun Rd. Although the signalized intersections proposed for interconnection are within close proximity to the existing signal system, they have not been previously interconnected with the existing system due to the expense associated with installation of the necessary cabling.

In the past three years, traffic demands along the entire Bandera Road corridor have grown to such a level that the addition of the proposed intersections to the existing system is imperative to facilitate progressive traffic flows and reduce vehicle delays. TxDOT has proposed to upgrade traffic signals under their responsibility on Bandera Road from IH410 (City of Leon Valley) to Leslie Road (City of Helotes) and to interconnect those

signals using spread spectrum radio technology. The City of San Antonio has an opportunity to participate in the TxDOT project to effectively integrate all signalized intersections on seven miles of Bandera Road from IH410 to Leslie Road (north of Loop 1604) using spread spectrum radio technology. This interagency integration will provide opportunities for improved traffic flow progression and signal system management to the benefit of all motorists traveling the Bandera Road corridor.

In order to participate in this project, the City must fund the signal improvements at those intersections within its corporate limits in an amount of \$22,130.28. Implementing the interconnection in cooperation with the proposed TxDOT project is expected to reduce the cost of this installation as compared to the cost of a separate project for the five intersections due to the greater quantities to be contracted.

POLICY ANALYSIS

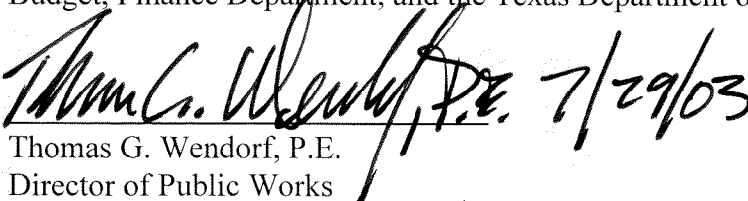
Approval of this ordinance will be a continuation of Council policy to install needed traffic signals improvements as funds are made available.

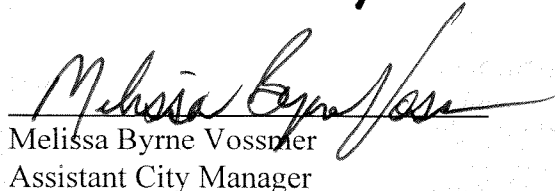
FISCAL IMPACT

The provisions of this agreement require the City of San Antonio to pay to TxDOT \$22,130.28 prior to construction. Funds are currently available in the Traffic Signal Installation/ Upgrades Program 2000-2001 Fund.

COORDINATION

This request for Ordinance has been coordinated with the Office of Management and Budget, Finance Department, and the Texas Department of Transportation.


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


Melissa Byrne Vossler
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
TRANSPORTATION IMPROVEMENT PROJECTS (ON-SYSTEM)**

THIS AGREEMENT 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 City Council, hereinafter called the Local Government.

WITNESSETH

WHEREAS, Transportation Code, Chapter 201 and Transportation Code, Chapter 221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Commission Minute Order Number 107737 authorizes the State to undertake and complete a highway improvement generally described as upgrading traffic signals on SH 16 in Leon Valley and in Helotes ; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the installation of spread spectrum radio systems at various location on SH 16, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Texas Government Code, Chapter 2106 requires the State to recover indirect costs associated with this agreement as calculated based on prevailing rates specified in the State's Indirect Cost Recovery Program.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 4. Responsibilities of the Parties

The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

Article 5. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider.

Article 6. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 7. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 8. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 10 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the local entity. The cost of providing such right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to relocation, removal, or adjustment of eligible utilities.

Article 9. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 10. Termination

This agreement may be terminated in the following manner:

- ♦ by mutual written agreement and consent of both parties;
- ♦ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ♦ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- A. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- C. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- D. The State will not pay interest on any funds provided by the Local Government.
- E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

11. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

State: Texas Department of Transportation
Attention: Melissa Jordan, CCMO
P.O. Box 29928
San Antonio, Texas 78229-0928

Local Government: The City of San Antonio

Attention: Mr. John Frieble, P.E., Traffic Engineer

Public Works Department/Streets & Traffic Engineering Division

P.O. Box 839966

San Antonio, Texas 78284-5126

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 12. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 14. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 15. Signatory Warranty

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

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

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government _____

By _____ Date _____

Typed or Printed Name and Title _____

**ATTACHMENT A
Payment Provision
and Work Responsibilities**

Description of the Cost of the Items of Work

The Local Government shall be responsible for the cost of the work previously defined as the Project, performed by or for the State, as requested by the Local Government. The cost of such work shall be based on actual costs which are estimated to be \$22,130.28, including the State's construction contract administration cost (E&C), estimated at a rate of seven percent (7%). The actual costs shall be exclusive of preliminary engineering and indirect costs.

The Schedule of Payments

Thirty (30) days prior to the date established for receipt of bids, the Outside Entity shall transmit to the State, with the return of this Agreement executed by the Local Government, a check made payable to the Texas Department of Transportation in the amount of \$22,130.28.

Actual Cost Agreement

In the event, it is determined by the State that the funding provided by the Outside Entity will be insufficient to cover the State's costs under this agreement, the Outside Entity, upon written notification by the State will supplement this amount within 30 calendar days of receipt of notice from the State, in an amount equal to the Outside Entity's full estimated or actual share of the cost of the work, less any amount previously provided to the State. In the event the amount provided by the Outside Entity is more than the actual cost of the Outside Entity's share, as established herein, then the excess amount will be returned to the Outside Entity.