

AGENDA ITEM NO. **29(A)**

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

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; Peter Zaroni; Milo D. Nitschke; and file

SUBJECT: Amendment to "Project Agreements for Surface Transportation Programs – Metropolitan Mobility Rehabilitation" with Texas Department of Transportation (TxDOT)

DATE: April 15, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to execute the Advance Funding Agreement Amendment #2 to "Project Agreement for Surface Transportation Programs – Metropolitan Mobility Rehabilitation" with TxDOT in connection with the N. Vandiver – IH 410 to Rittiman Road project, an authorized 1999 General Obligation Street Improvement Bond and Metropolitan Planning Organization (MPO) project located in Council District 10.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project will provide north/south bicycle lanes along N. Vandiver from IH 410 to Rittiman Road. Project construction is estimated to begin in August of 2004 and be completed by January of 2005.

This ordinance will authorize the amendment to the "Project Agreement for Surface Transportation Programs – Metropolitan Mobility Rehabilitation" with TxDOT to allow for Local Agency Management (LAM) of this project. The Texas Administrative Code allows local government control over certain approved improvement projects to provide for expeditious and cost efficient project implementation.

This Agreement with TxDOT was originally approved by City Ordinance No. 89151 on January 28, 1999 and authorized the implementation of this MPO project. This agreement provided for management of the projects by TxDOT, and for the City's responsibility to fund 20% of the construction costs, payable to TxDOT. Amendment #1 to this agreement was executed on March 10, 2003 to allow City forces to complete the San Antonio Bicycle Route Street Map project. This amendment to the Agreement will allow the City to assume the responsibility for the actual project construction and inspection, and the City will remain responsible for the required 20% local agency match. The City will advertise the project, award the construction contract and will submit billing statements to TxDOT for reimbursement of 80% of the construction and administration and inspection costs.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to participate in the development and construction of City selected and approved MPO projects, which are approved annually by City Council.

FISCAL IMPACT

This item has no financial impact to the FY 04-09 Capital Improvement Budget.

COORDINATION

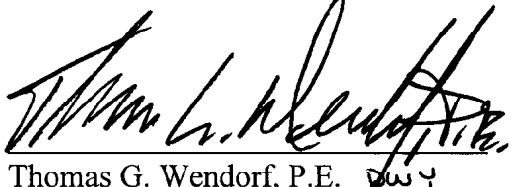
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the City Attorney's Office and TxDOT.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is not required.

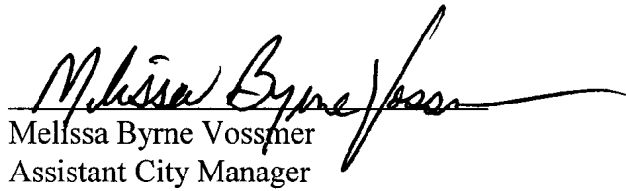
ATTACHMENTS

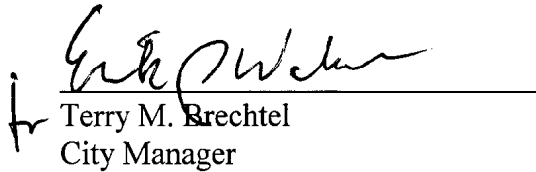
1. Advance Funding Amendment #2
2. "Project Agreement for Surface Transportation Programs – Metropolitan Mobility Rehabilitation" with TxDOT

 4/7/04

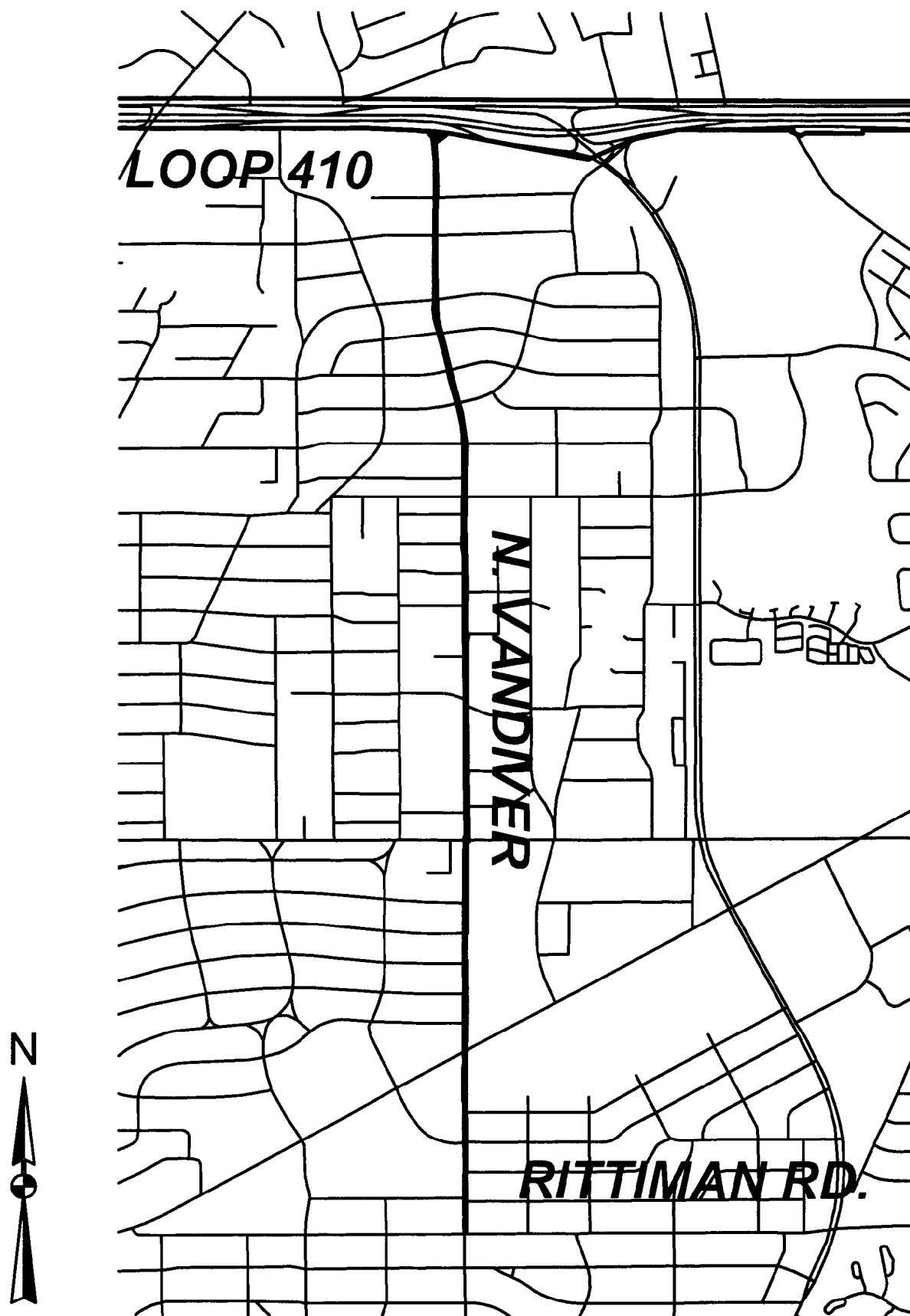
Thomas G. Wendorf, P.E. *dw*
Director of Public Works

Approved:


Melissa Byrne Vossmer
Assistant City Manager


Terry M. Brechtel
City Manager

CITYWIDE BICYCLE PROJECT (MPO)
GROUP II- N. VANDIVER



**ADVANCE FUNDING AGREEMENT
AMENDMENT #2**

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, a Project Agreement - Surface Transportation Program - Metropolitan Mobility Rehabilitation was authorized by City Council Ordinance No. 89151 dated January 28, 1999; and

WHEREAS, the State and the City executed the Project Agreement ("Agreement") on March 26, 1999 for improvements to effectuate their agreement to provide improvements on several facilities, further defined in Exhibit A of the original agreement; and,

WHEREAS, it is now necessary to amend the Agreement for the following Projects:

CSJ 0915-12-343 VANDIVER from IH 410 to Rittiman Rd.; and

WHEREAS, the parties hereto wish to incorporate the provisions of the Local Letting Procedures dated October 2001 (the "Procedure") into the Contract, as well as adopt certain other changes;

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

I. Description of Amended Items

ARTICLE 4 -- Construction Responsibilities the original agreement is amended to allow the City to assume the responsibility for letting the referenced Projects (CSJ 0915-12-343), as well as the actual construction/construction inspection of these Projects. However, the State will maintain oversight responsibility of the Projects. The City shall submit the tabulated bids to the State for approval before the construction contract is awarded.

ARTICLE 5 -- Funding Responsibilities of the original Agreement is amended as follows:

- The State shall be responsible for securing the federal share of the funding required for the construction of the Projects, an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Projects by the Texas Transportation Commission. The City will be responsible for the non-federal participation costs associated with the Projects.
- The City shall submit to the State properly supported documentation relating to the actual costs incurred associated with the construction of the Projects. Valid costs incurred by the City shall be reimbursed by the State to the City at eighty percent (80%) of the actual cost of the work not to exceed the amount of funds approved for the Projects by the Texas Transportation Commission. The City shall obtain authorization from the State to incur expenses outside pre-approved plans and change orders.
- The City shall submit an original Billing Statement with supporting documentation to the State before the 5th working day of each month the Projects are under construction to: Area Office Manager, Texas Department of Transportation, P.O. Box 29928, San Antonio, Texas 78229-0928.

- The State shall make payment to the City in accordance with applicable law, 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 will not be considered eligible for reimbursement. The State shall 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".

II. Additional Articles

ARTICLE 15 -- AUTHORITY TO SIGN

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

ARTICLE 17. Limited Applicability

This amendment applies only to the following projects:

CSJ 0915-12-343 VANDIVER from IH 410 to Rittiman Rd.

All other provisions of the original contract are unchanged and remain in full force and effect.

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

THE CITY

Name of City

By: _____
Signature

Printed Name

Title

Date

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: _____
Name

Title

Date

Bexar County
CSJ - Various
Location - Various

STATE OF TEXAS §

COUNTY OF TRAVIS §

PROJECT AGREEMENT

SURFACE TRANSPORTATION PROGRAM - METROPOLITAN MOBILITY REHABILITATION

THIS AGREEMENT, is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State" and the City of San Antonio, Texas, acting by and through its duly authorized officials, hereinafter called the "City".

WITNESSETH

WHEREAS, on June 9, 1998, the Transportation Equity Act for the 21st Century ("TEA-21") was signed into law PL 105-178; and,

WHEREAS, TEA-21 builds on the initiatives established in the Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA"); and,

WHEREAS, TEA-21 combines the continuation and improvement of current programs with new initiatives to meet the challenges of improving safety as traffic continues to increase at record levels, protecting and enhancing communities and the natural environment as we provide transportation, and advancing the nation's economic growth and competitiveness domestically and internationally through efficient and flexible transportation; and,

WHEREAS, the City is located within the jurisdiction of the San Antonio-Bexar County Metropolitan Planning Organization (MPO), which is established under the laws of the State of Texas; and,

WHEREAS, the State and the City desire roadway improvements on several facilities, further defined by a listing hereto attached and labeled "Exhibit A", and considered part of this agreement; and,

WHEREAS, the desired improvements for each of the facilities, collectively listed on Exhibit A, shall be hereinafter identified as the "Project", and,

WHEREAS, the City has agreed to participate in the development and construction of the Project by creating a project schematic, preparing construction documents (plans, specifications and estimates), and providing the non-federal funding share of the Project costs, as well as other necessary items required by the State; and,

WHEREAS, on the 28th day of January, 1998, the San Antonio City Council passed Resolution No. _____ attached hereto and identified as "Exhibit B", authorizing the City's participation in the development of the Project; and

WHEREAS, the State will conduct a portion of the necessary preliminary engineering tasks, let the construction contract, provide the construction inspection and testing services, secure the federal funding share of the eligible Project costs and other items as required, and;

WHEREAS, on the 30 day of July, 1998 and the 24 day of September, 1998, the Texas Transportation Commission passed Minute Order 107561 and 107615, authorizing the Project through the State Transportation Improvement Program.

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, it is agreed as follows:

AGREEMENT

ARTICLE 1. AGREEMENT PERIOD

This agreement becomes effective when signed by the last party whose signing make the agreement fully executed, and will remain 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. SCOPE OF PROJECT

A. The State and the City agree that the scope of the Project shall be limited to that authorized by the Texas Transportation Commission, and as approved by the MPO.

B. The Project will be designated part of the State Highway System as a METROPOLITAN HIGHWAY for the limited purpose of implementing (constructing) the Project; however, any existing City street within the limits of the Project will not be designated or incorporated therein, prior to the State's award of the construction contract.

C. The City will continue to provide maintenance for all City streets within the limits of the Project until the State's award of the construction contract.

ARTICLE 3. ENGINEERING SERVICES

A. The City, or its consultant engineer, is responsible for a portion of the Project's preliminary engineering phase which is understood to include activities such as preparing a schematic of the proposed improvements in a format that is acceptable to the State, preparing an environmental assessment consistent with the State and Federal guidelines, and conducting the appropriate public involvement activities for the Project.

B. The State is responsible for a portion of the Project's preliminary engineering phase which is understood to include activities such as providing traffic projections, assisting in the coordination of public involvement activities that may be necessary, and reviewing/processing efforts required to let the Project.

C. The City is responsible for any additional right of way required for the completion of the Project. The City shall assume all costs and perform all necessary requirements to provide title in the name of the City for any rights of way required for the construction of the Project, which title shall be acceptable to the State. The City shall provide all rights of way free and clear of all improvements and/or encroachments. The City will comply with and assume all costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601, et

seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the right of way to the City, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Part 24.2(g). Documentation to support such compliance must be maintained and must be made available to the State and its representatives for review and inspection. The City shall secure and provide easements over any other land in addition to normal right of way as may be indicated on an approved right of way map. The City, or its consultant engineer, shall prepare the right of way map, property descriptions and other data as needed to properly describe the right of way which the City is to acquire and provide for the project. The right of way map and property descriptions shall be prepared in the early phases of the development of the project in order to provide adequate time to acquire the necessary rights of way in advance of the letting the Project. All right of way maps will require a cursory review by the State's District Right of Way Section in San Antonio. Any project that proposes to utilize federal funding to purchase necessary rights of way will require review and coordination with the State's Right of Way Division in Austin. Maps will not be released for acquisition prior to completing the public involvement activities and securing final approval of the environmental document. Tracings of all right of way maps shall be retained by the City, as well as the State, for permanent records.

D. The City, or its consultant engineer will develop the construction documents, which is understood to include the plans, specifications and estimates (PS&E) necessary to implement the Project. The PS&E being developed by the City, or its consultant engineer, shall be in accordance with the currently approved version of the State's Highway Design Division Operations and Procedures Manual, or the American Association of State Highway and Transportation Officials' Standards, and the current version of the State's Standard Specifications for Construction of Highways, Streets and Bridges. The construction documents will be developed in a format and content that are acceptable to the State. The State will provide guidance and timely reviews as necessary for the City, or its consultant engineer, to satisfactorily develop the PS&E.

E. Utility coordination is a key element in the development of any Project. In the initial stages of Project development, it is the responsibility of the City, or its consultant engineer, to identify any potentially affected utility services and strive to minimize conflicts with the proposed improvements, when practical. The City, or its consultant engineer, will be required to follow the "MPO Project Development Process", attached hereto and labeled "Exhibit C". The State will be responsible for assisting the City, or its consultant engineer, in the coordination effort by actively participating in the course of the utility coordination proceedings for the Project.

F. The City is responsible for identifying any potential environmental problems associated with the development and construction of the Project. This effort could include activities such as researching property ownership, and preparing Phase I and Phase II (if required) environmental site assessments. The State will not let the construction contract until all known environmental problems have been addressed by the City. If, in the opinion of the City, it is most prudent to mitigate certain environmental problems prior to the commencement of construction activities associated with the Project, the City shall proceed as such, and provide written

certification to the State from the appropriate regulatory agency(s), certifying such problems have been acceptably remedied. If the City and the State agree that certain environmental problems would be best handled as part of the construction activities associated with the Project, the City, or its consultant engineer, is responsible for accommodating such mitigation in the construction documents.

G. The City, or its consultant engineer, shall be responsible for the accuracy of the schematic and the construction documents (as previously defined) and shall promptly make necessary revisions or corrections resulting from any errors, omissions, or negligent acts of its employees or consultant engineer. The City's responsibility for all questions arising from design errors and/or omissions will be determined by the State and all decisions shall be in accordance with the State's "Errors or Omissions Policy" as addressed in 43 Texas Administrative Code (TAC), Chapter 9.38(e). The City, or its consultant engineer, will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 4. CONSTRUCTION RESPONSIBILITIES

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with existing procedures and applicable laws. Any change orders, supplemental agreements or additional work orders which may, according to the judgment of the State, become necessary subsequent to the award of the construction contract shall be the financial responsibility of the City, including those change orders, supplemental agreements or additional work orders that are necessitated as a means to correct errors or omissions on the part of the City or its consultant engineer.

The State shall proceed with the preparation and execution of such change orders, supplemental agreements or additional work orders that are deemed necessary, within the limitations established by the MPO's "Cost Overrun Procedures for Suballocated Surface Transportation Program Projects".

B. The City will ensure that the State and its contractors will have full access to the Project location, by acquiring rights of way and easements necessary for the construction of the Project.

C. The State will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the approved construction documents. The City will be afforded the opportunity to periodically review the construction provided that the review does not interfere with the work being performed by the State's contractor.

D. If potentially contaminated media (petroleum residual contaminated materials or hazardous materials) are unexpectedly encountered during the construction phase of the Project, environmental personnel from both the State and the City will be immediately notified. The City will assume all responsibility for properly containerizing, storing, managing, characterizing, analyzing, transporting and disposing of any contaminated and/or potentially hazardous materials.

E. The owner of any utility requiring adjustment shall be responsible for all costs associated with the adjustment, removal or relocation of such utility facilities, and such adjustment, removal or relocation shall be in accordance with applicable State law, regulations, policies and procedures. In the event additional utilities are required to be adjusted, removed or relocated during the construction of the Project, the owner of the utility will be responsible for all costs associated with the additional utility work.

F. Upon completion of each of the Project, the State will issue to the City a "Notification of Completion", acknowledging that the Project has been completed. Upon the City's receipt of the "Notification of Completion", the roadway will be removed for the State Highway System and will revert under the jurisdiction of the City.

ARTICLE 5. FUNDING RESPONSIBILITIES

A. The State will secure the federal funding share for the actual costs associated with the Project. The City will be responsible for the payment of the non-federal funding share of actual costs associated with the Projects. All costs associated with developing, or having developed, the schematic, the environmental documentation, or the construction documents shall be the responsibility of the City.

B. Upon execution of the agreement, the City will submit a check made payable to the "Texas Department of Transportation" in the amount of \$217,082. This amount represents the estimated costs that the State will incur in fulfilling its responsibilities associated with the Projects' preliminary engineering phase, as defined in ARTICLE 3, Part B, of this agreement. "Exhibit D," attached hereto and considered part of this agreement, further details the computation of the required amount.

C. Sixty (60) days prior to the date set for receipt of the construction bids for the Project, the State will notify the City that the estimated balance of its financial contribution for the Project is required. The City's financial contribution is the non-federal funding share of the actual costs associated with the Project.

D. In the event the State determines that additional funding is required by the City at any time during the development of the Project, the State will notify the City in writing of the additional amount. The City will make payment to the State within thirty (30) days from receipt of the State's notification. Upon completion of the Project, the State will perform an audit of the costs and any funds due the City will be promptly returned.

ARTICLE 6. MAINTENANCE RESPONSIBILITIES

Upon completion of the Project, the City will assume responsibility for maintenance of the completed facilities comprising the Project.

ARTICLE 7. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City shall remain the property of the City. All documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

ARTICLE 8. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) by satisfactory completion and acceptance of the Project by the State; or
- (2) by mutual agreement and consent of both parties; or
- (3) by either party upon the failure of the other party to fulfill the obligations set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City should make every effort to remedy the breach as outlined by the State within a period mutually agreed upon by both parties.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the City shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the City, its officers, employees, agents and contractors performed under this agreement and which result from an error, omission or negligent acts of the City, its officers, employees, agents or contractors. Additionally, to the extent permitted by law, the City shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the City, its officers, employees, agents or contractors.

ARTICLE 10. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

ARTICLE 11. LEGAL CONSTRUCTION

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

ARTICLE 12. 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, addressed to such party at the following respective addresses:

The State

Texas Department of Transportation
Attn: Judy Friesenhahn, PE
P.O. Box 29928
San Antonio, Texas 78229-0928

The City

City of San Antonio
Attn: Mr. Gabriel Perez
Capital Programs Manager
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 hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

ARTICLE 14. INSPECTION OF BOOKS AND RECORDS

The State, the Federal Highway Administration and their duly authorized representatives shall have access to all records of the City which are directly applicable to this agreement for the purpose of making audits, examinations, excerpts and transcriptions. The City shall have access to all records of the State which are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF SAN ANTONIO, TEXAS

By:

Christopher J. Brady

Typed Name

Asst. to the City Manager

Title

2/15/99

Date

THE STATE OF TEXAS

Certified as being executed 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 under the authority of Minute Order 100002.

By:

Larry Zatopek

Director, General Services Division

3-26-99

Date

EXHIBIT A

THE "PROJECT"

CSJ	HIGHWAY	LIMITS
0915-12-322	36 th STREET	On 36 th Street from US 90 to Growdon
0915-12-323	SAN ANTONIO BICYCLE ROUTE STREET MAP	San Antonio Bicycle Route Street Map
0915-12-325	CITYWIDE SCHOOL SAFETY PROGRAM	Citywide School Safety Program
0915-12-326	DEMYA	On Demya from IH 410 to Hunt Lane
0915-12-327	S. Flores	On S. Flores from Malone to Octavia
0915-12-328	ISOM	On Isom from Ramsey to US 281
0915-12-329	JONES MALTSBERGER	On Jones Maltzberger from US 281 to East of UPRR Tracks
0915-12-330	KING WILLIAM AREA	King William Area from St. Mary's to Guenther
0915-12-331	LEON CREEK GREENWAY PHASE 1	Leon Creek Greenway Phase1 from Blandera Rd to Babcock Rd
0915-12-334	PLEASANTON RD	On Pleasanton Rd from Moursand to Gillett
0915-12-335	RICE RD	On Rice Rd from WW White Rd to Semlinger
0915-12-336	SAC TO UTSA	SAC to UTSA (Myrtle, Flores, Martin, Medina and Buena Vista)
0915-12-337	STAHL RD	On Stahl Rd to Judson Rd
0915-12-338	WALTERS	On Walters from Rigsby Ave to Fair Ave
0915-12-339	WOODLAWN	Woodlawn - Maiden to Camino Santa Maria - C Santa Maria - Woodlawn to Cincinnati
0915-12-340	CITYWIDE ADA SIDEWALK PROGRAM	Citywide ADA Sidewalk Program
0915-12-341	JOSEPHINE/GRAYSON	Josephine/Grayson from Broadway to New Braunfels Ave
0915-12-342	STAHL RD	On Stahl Rd at O'Connor Rd
0915-12-343	VANDIVER	On Vandiver from IH 410 to Rittman Rd
0915-12-344	VILLARET	On Villaret from Zarzamora to SH 16

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE "PROJECT AGREEMENTS FOR SURFACE TRANSPORTATION PROGRAMS - METROPOLITAN MOBILITY REHABILITATION" WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AND AUTHORIZING FUNDS IN THE AMOUNT OF \$173,044.97 FOR TECHNICAL REVIEW, PROJECT DEVELOPMENT, AND CONSTRUCTION ADMINISTRATION BY TxDOT STAFF IN CONNECTION WITH TWENTY (20) MPO PROJECTS FOR PROGRAM YEAR 2002.

* * * * *

WHEREAS, the City is responsible for funding engineering, right of way acquisition, and twenty percent (20%) of construction cost, in connection with twenty (20) MPO projects for Program Year 2000; and

WHEREAS, it is necessary to reimburse TxDOT staff for time spent on said projects; and

WHEREAS, approval of this ordinance will be a continuation of City Council policy to participate in the development and construction of City selected and approved MPO projects which are approved annually by Council; **NOW THEREFORE**;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager is hereby authorized to execute "PROJECT AGREEMENT SURFACE TRANSPORTATION PROGRAM-METROPOLITAN MOBILITY REHABILITATION", appearing in substantially the same form as Attachment I attached hereto and incorporated herein for all purposes, with the Texas Department of Transportation, (TxDOT), in connection with twenty (20) MPO projects for Program Year 2002, as listed in Attachment II attached hereto and incorporated herein for all purposes.

SECTION 2. The amount of \$217,082.00 is appropriated as follows:

FUND	PROJECTS	INDEX CODE	AMOUNT
45-537028	36TH STREET US 90 TO GROWDON	611004	55,972
45-537029	SAN ANTONIO BICYCLE ROUTE STREET MAP	611012	160
45-537030	CITYWIDE SCHOOL SAFETY PROGRAM	611020	7,984
45-	DEMYA IH 410 TO HUNT	611038	14,542

537031			
45-537032	S FLORES MALONE TO OCTAVIA	611046	14,171
45-537033	ISOM RAMSEY TO US 281	611053	13,796
45-537034	JONES MALTSBERGER US281 TO EAST OF UPRRR TRACKS	611061	11,324
45-537035	KING WILLIAM AREA BIKE ROUTE	611079	414
45-537036	LEON CREEK GREENWAY/BICYCLE ROUTE PHASE I	611087	3,546
45-537037	PLEASANTION MOURSAND TO GILLETTE	611095	22,938
45-537038	RICE VW WHITE TO SEMLINGER	611103	30,945
45-537039	SAC TO UTSA BICYCLE ROUTE	611111	1,618
45-537040	STAHL AT JUDSON	611129	10,601
45-537041	STAHL AT OCONNOR	611137	18,528
45-537042	WALTERS RIGSBY TO FAIR (BIKE LANE)	611145	314
45-537043	WOODLAWN MAIDEN TO CAMINO SANTA MARIA TO	611152	560
	WOODLAWN TO CINNATE (BIKE LANE)		0
45-537044	CITWIDE ADA SIDEWALK PROGRAM	611160	7,964
45-537045	JOSEPHINE/GRAYSON BROADWAY TO NEW BRAUNSFELS (BIKE LANE)	611178	352
45-537046	VANDIVER IH410 TO RITTIMAN (BIKE LANE)	611186	716
45-537047	VILLARET ZARZAMORA TO SH 16 (BIKE LANE)	611194	620
			217,082

SECTION 3. The preceding ordinance credit of \$44,037.03 reduces the amount payable to Texas Department of Transportation to the amount of \$173,044.97. The amount of \$173,044.97 is authorized to be encumbered and made to Texas Department of Transportation as follows:

FUND	PROJECTS	INDEX CODE	AMOUNT
45-	36TH STREET US 90 TO GROWDON	611004	11,934.97

537028			
45-537029	SAN ANTONIO BICYCLE ROUTE STREET MAP	611012	160.00
45-537030	CITYWIDE SCHOOL SAFETY PROGRAM	611020	7,984.00
45-537031	DEMYA IH 410 TO HUNT	611038	14,542.00
45-537032	S FLORES MALONE TO OCTAVIA	611046	14,171.00
45-537033	ISOM RAMSEY TO US 281	611053	13,796.00
45-537034	JONES MALTSBERGER US281 TO EAST OF UPRRR TRACKS	611061	11,324.00
45-537035	KING WILLIAM AREA BIKE ROUTE	611079	414.00
45-537036	LEON CREEK GREENWAY/BICYCLE ROUTE PHASE I	611087	3,546.00
45-537037	PLEASANTON MOURSAND TO GILLETTE	611095	22,938.00
45-537038	RICE WW WHITE TO SEMLINGER	611103	30,945.00
45-537039	SAC TO UTSA BICYCLE ROUTE	611111	1,618.00
45-537040	STAHL AT JUDSON	611129	10,601.00
45-537041	STAHL AT OCONNOR	611137	18,528.00
45-537042	WALTERS RIGSBY TO FAIR (BIKE LANE)	611145	311.00
45-537043	WOODLAWN MAIDEN TO CAMINO SANTA MARIA TO	611152	560.00
	WOODLAWN TO CINNATE (BIKE LANE)		0.
45-537044	CITYWIDE ADA SIDEWALK PROGRAM	611160	7,984.00
45-537045	JOSEPHINE/GRAYSON BROADWAY TO NEW BRAUNSFELS (BIKE LANE)	611178	352.00
45-537046	VANDIVER IH410 TO RITTIMAN (BIKE LANE)	611186	716.00
45-537047	VILLARET ZARZAMORA TO SH 16 (BIKE LANE)	611194	620.00
			173,044.97

SECTION 4. The credit amount of \$44,037.03 is authorized to be transferred to Fund 43-617047, 1996 Street Improvements MPO Bonds in Index Code 448159, entitled Payment to Texas Department of Transportation from Fund 45-537028, Index Code 611004, entitled Payment to Texas Department of Transportation.

SECTION 5. This ordinance shall take effect on the tenth day from the date of passage hereof.

PASSED AND APPROVED this 28th day of January, 1999.

M A Y O R

ATTEST:

City Clerk


APPROVED AS TO FORM:


(City Attorney)

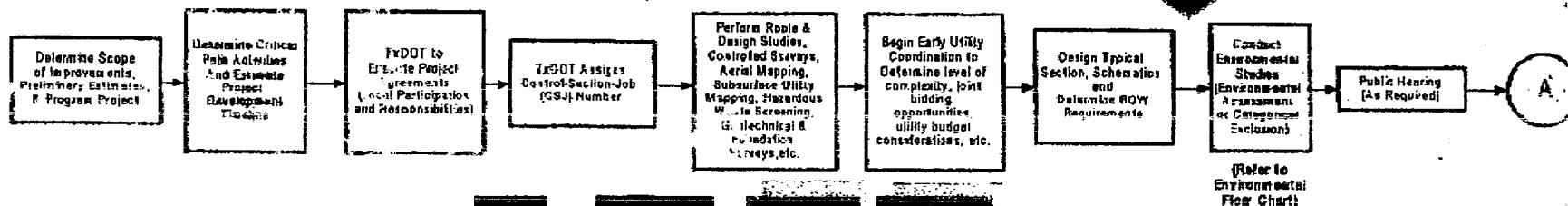
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ORD. NO. _____

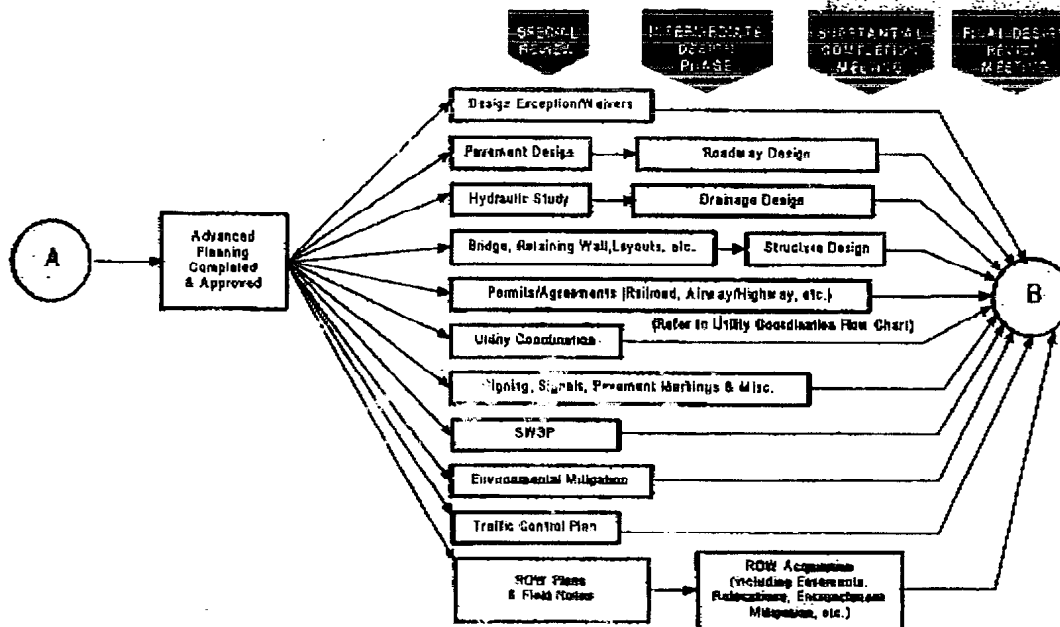
JAN 28 1999


CITY CLERK

ADVANCED PLANNING ACTIVITIES



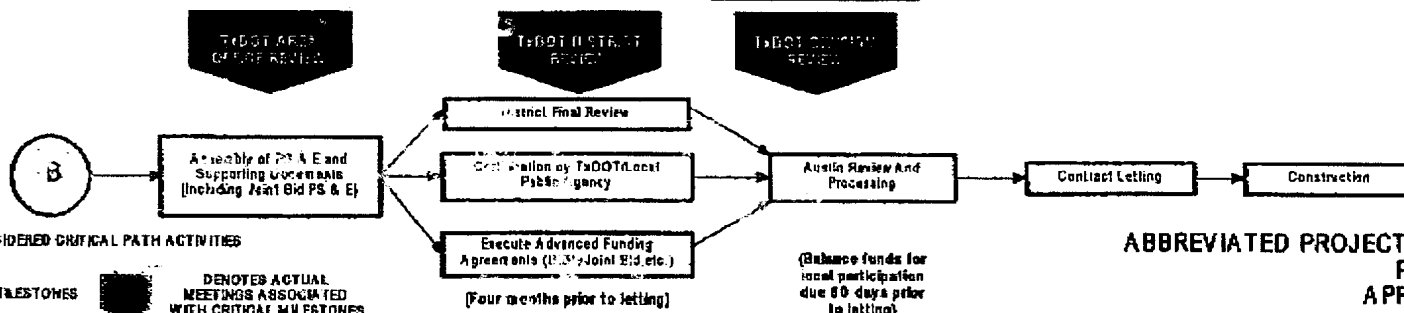
DESIGN ACTIVITIES



NOTES:

1. Design submittals requiring TxDOT review/approval:
 - a. Typical Section-ASAP after CSJ is Assigned
 - b. Schematic-Prior to Initialing design activities
 - c. ROW Map (Curery only)-After receiving environmental clearance
 - d. Exhibit layouts for any work on railroad ROW for agreements-Typically 12 months prior to letting
 - e. Exception/Weavers-ASAP as identified
 - f. Pavement Design-With typical section or ASAP thereafter
 - g. Bridge Layout-Typically 12 months prior to letting (≥ 20 foot width)
 - h. Final Plans-Typically 5 months prior to letting

PROCESSING ACTIVITIES



CONSIDERED CRITICAL PATH ACTIVITIES

CRITICAL MILESTONES

DENOTES ACTUAL MEETINGS ASSOCIATED WITH CRITICAL MILESTONES

(Balance funds for local participation due 60 days prior to letting)

ABBREVIATED PROJECT DEVELOPMENT FLOW CHART
PAGE 1
APPENDIX A

Exhibit C

MILESTONE

2

AGENCY
PROJECT
COLLECTION
(TYP)

AGENCY
SCOPE
MEETING

PURPOSE IS TO REACH A CONSENSUS FOR PROJECT DEVELOPMENT, INCLUDING SELECT DESIGN REQUIREMENTS, AGENCY RESPONSIBILITIES AND DEVELOP PRELIMINARY PROJECT DEVELOPMENT TIME LINE.

- *REFERENCE UTILITY MOU ACTIVITIES II TO III
- *SCOPING MEETING TO BE HELD WITHIN 1 MONTHS OF TIP APPROVAL
- *SPONSORING AGENCY WILL NOTIFY ALL AFFECTED AGENCIES AS TO DATE, TIME AND PLACE OF MEETING.

RESPONSIBLE PARTICIPANTS

SPONSORING AGENCY (EX: CITY OF SAN ANTONIO, BEXAR COUNTY, ETC.)
UTILITY COMPANIES (EX: BELL, TELEPHONE, SAWS, CPS, ETC.)
TRANSPORTATION DEPARTMENT OF TRANSPORTATION

GOALS AND OBJECTIVES FOR A SCOPING MEETING

- CONTACT PERSON FOR EACH AFFECTED AGENCY.
- IDENTIFY PRELIMINARY RIGHT OF WAY REQUIREMENTS.
- IDENTIFY PRELIMINARY ENVIRONMENTAL DOCUMENTS AND ACTIVITIES REQUIRED (INCLUDING HAZARDOUS MATERIAL STUDIES).
- COMPLETE THE PROJECT DEVELOPMENT CHECK LIST.
- IDENTIFY IMPACT ON UTILITIES (PROVIDE AS-BUILT PLANS).
- UTILITIES MAY BEGIN "POTHOLES" CRITICAL FACILITIES TO CONFIRM HORIZONTAL LOCATIONS.
- IDENTIFY MAJOR DRAINAGE ISSUES.
- DETERMINE SUBMITTAL REQUIREMENTS (EX: TYPICAL SECTIONS, PAVEMENT DESIGN, DESIGN EXCEPTIONS, ETC.).
- IDENTIFY DESIGN STANDARDS.
- DETERMINE ANTICIPATED UTILITY COMPLEXITY LEVEL.
- DETERMINE UTILITY REIMBURSEMENT ELIGIBILITY.
- IDENTIFY ANY UTILITY ACCOMMODATION POLICY (GAS) EXCEPTIONS OR DECLARATIONS.

7

SUBSTANTIAL
COMPLETION
MEETING

PURPOSE IS TO PROVIDE SUBSTANTIALLY COMPLETED PLANS TO THE UTILITY COMPANIES FOR THEIR DESIGN.

- *REFERENCE UTILITY MOU ACTIVITY V
- *UTILITY COMPANIES FINALIZE SCOPE OF UTILITY RELATED IMPROVEMENTS, IDENTIFY SOURCE OF DESIGN, JOINT BID OPPORTUNITIES, ROW NEEDS, SCHEDULE IMPACTS, AND CONSTRUCTION TIME LINE.
- *DISCUSS COMMENTS FROM TECHNICAL REVIEW OF P.S. & E.
- *REVIEW PROJECT DEVELOPMENT ACTIVITIES CHECKLIST
- *REACH CONSENSUS THAT A "HIGH DEGREE OF CONFIDENCE" IN THE PRELIMINARY DESIGN HAS BEEN ACHIEVED AND IT IS APPROPRIATE TO PROCEED TO FINAL DESIGN.
- *FINALIZE PROJECTED LETTING DATE.

3

BEG.
PRELIMINARY
DESIGN
MEETING
(TYP)

*1 HOUR OR MORE MEETING ENGINEERS MAY BEGIN WORK.

- TxDOT AND LOCAL AGENCY EXECUTE PROJECT AGREEMENTS PRIOR TO ENGINEERING PRELIMINARY ENGINEERING.
- TxDOT AGENCY CONTROL SECTION-106 (CS) NUMBER FOR EACH PROJECT AFTER AGREEMENT IS EXECUTED.
- ENGINEER MUST CONTACT EACH UTILITY OWNER (LOCATING SERVICE) AND REQUEST ASSISTANCE IN LOCATING EXISTING UTILITIES IDENTIFIED ON AS-BUILT. AGENCY SHOULD FEATURES OF EXISTING UTILITIES WITHIN THE PROPOSED RIGHT OF WAY FOR PROJECT LIMITS WILL BE FIELD LOCATED, INCLUDING ELEVATIONS OF MANHOLE FLOWLINES AND WATERGAS VALVE STOPS. THE LOCATION OF UTILITIES BETWEEN ABOVE GROUND FEATURES WILL BE DETERMINED FROM VISUAL INSPECTION, UTILITY RECORDS AND FROM LOCATIONS DETERMINED BY THE UTILITY COMPANIES. THE UTILITIES WILL BE TIED TO THE PROJECT BASELINE.

8

FINAL
DESIGN
REVIEW
MEETING

PURPOSE IS TO "PULL TOGETHER" THE FINAL DESIGN PLANS AND AGENCY COORDINATION EFFORTS.

- *REFERENCE UTILITY MOU ACTIVITY VI
- *CONSIDERED APPROXIMATELY 90% DESIGN
- *REFINE SEQUENCE OF WORK (INCLUDING UTILITY WORK)
- *INCORPORATE UTILITY COMPANY DESIGN (IF JOINT BID)
- *RESOLVE ANY REMAINING DESIGN ISSUES
- *INCORPORATE TECHNICAL REVIEW COMMENTS
- *REVIEW PROJECT DEVELOPMENT ACTIVITIES CHECKLIST FOR FINAL SUBMITTAL REQUIREMENTS
- *SUBMIT FINAL PLANS TO AREA OFFICE

4

BEG.
PRELIMINARY
DESIGN
MEETING

PURPOSE IS TO COORDINATE PRELIMINARY DESIGN INFORMATION WITH AGENCIES. UTILITY COMPANIES SHOULD HAVE COPIES OF THE SCHEMATIC PRIOR TO THE MEETING.

- *REFERENCE UTILITY MOU ACTIVITIES II TO V
- *CONSIDERED APPROXIMATELY 20% TO 30% P.S. & E.
- *DEVELOP ENVIRONMENTAL QUESTIONNAIRE (INCLUDING HAZARDOUS MATERIAL SEARCH)
- *REVIEW TYPICAL SECTIONS (ENGINEERING UNIT)
- *REVIEW SCHEMATIC (ENGINEERING UNIT) INCLUDING:
 - PLAN VIEW
 - TYPICAL SECTION
 - CROSS DRAINAGE
 - PROFILE (IF NECESSARY)
 - PRELIMINARY BLOW
 - MAJOR UTILITIES
- *UPDATE CONSTRUCTION COST
- *ESTIMATE LETTING DATE SCHEDULE
- *DETERMINE UTILITY COMPANIES ACTION PLAN FOR UPGRADES, ADJUSTMENTS OR NEW INSTALLATION AND ABANDONMENTS.
- *IDENTIFY ACTION PLAN AND RESPONSE TIME FOR "POTHOLES" INFORMATION TO AGENCIES.
- *ACCURATELY LOCATE CRITICAL HORIZONTAL ALIGNMENT OF EXISTING UTILITIES AND OBSERVE POTENTIAL VERTICAL CONFLICTS (UTILITY AGENT "POTHOLES" CONTRACT)

5

SPECIAL
REVIEW

PURPOSE IS TO RECEIVE EARLY APPROVAL FOR CRITICAL INFORMATION COORDINATED WITH OTHERS.

- SPECIAL REVIEW SUBMITTALS
 - PRELIMINARY BRIDGE CLASS STRUCTURE LAYOUTS
 - PRELIMINARY RETAINING WALL LAYOUTS
 - PRELIMINARY RAILROAD EIGHTH
 - TYPICAL SECTION-OROMETRIC AND PAVEMENT DESIGN
 - SCHEMATIC (AS REQUIRED)
 - ENVIRONMENTAL ASSESSMENT
 - R.O.W. MAP (AS REQUIRED)

6

INTERMEDIATE
DESIGN
PHASE

PURPOSE IS TO IDENTIFY SUBSURFACE INFORMATION REQUIRED FOR THE UTILITY COMPANIES BY ORDER TO "TYPICAL" THE DESIGN TO AVOID POSSIBLE CONFLICTS.

- *REFERENCE UTILITY MOU ACTIVITIES IV TO V
- *CONSIDERED APPROXIMATELY 60% P.S. & E.
- *CARRY FORTH PROJECT OBJECTIVES ESTABLISHED THROUGH THE PRELIMINARY DESIGN MEETING.
- *ENGINEER FINALIZES ROADWAY GEOMETRY AND GRADES.
- *ENGINEER DEVELOPS AND REFINES STORM DRAIN LAYOUTS.
- *ENGINEER PROVIDES PRELIMINARY DESIGN TO UTILITY COMPANIES ALONG WITH CROSS SECTION AND RECOMMENDED "POTHOLES" LOCATION.
- *UTILITY COMPANIES REVIEW PRELIMINARY DESIGN INFORMATION, DEVELOP ADDITIONAL "POTHOLES" REQUIREMENTS AND OBTAIN NEEDED VERTICAL LOCATION ON UTILITIES IN QUESTION.
- *ENGINEER REVIEWS "POTHOLES" INFORMATION ABOUT THE PRELIMINARY DESIGN AS NEEDED TO MINIMIZE OR ELIMINATE UTILITY CONFLICTS.
- *ENGINEER DEVELOPS CONCEPTUAL SEQUENCE OF WORK AND TRAFFIC CONTROL PLANS.
- *ENGINEER COMPLETES P.S. & E. PACKAGE AND SUBMITS FOR TECHNICAL REVIEW.

A

TECHNICAL
AREA
OFFICE
APPROVAL

9

AGENCY
APPROVAL
FOR
LETTING

B

AGENCY
APPROVAL
AND
FUNDING

- *REFERENCE UTILITY MOU ACTIVITY VII
- *FINALIZE REVIEW BY TxDOT AREA OFFICE

C

TxDOT
DISTRICT
APPROVAL

D

TxDOT
DISTRICT
APPROVAL

- *CONSIDERED 90% P.S. & E.
- *SUBMIT FULL P.S. & E. PACKAGE FOR FINAL REVIEW BY SAN ANTONIO DISTRICT
- *INCORPORATE TECHNICAL REVIEW COMMENTS
- *REVIEW PROJECT DEVELOPMENT ACTIVITIES CHECKLIST FOR FINAL SUBMITTAL REQUIREMENTS
- *RIGHT OF WAY UTILITY ADJUSTMENT CLEARANCE CERTIFICATION SIGNED BY DISTRICT ENGINEER (LETTERS RECEIVED BY LOCAL AGENCIES AND UTILITY COMPANIES CERTIFYING RIGHT OF WAY ACQUISITION AND ADJUSTMENTS RESPECTIVELY).

PROJECT DEVELOPMENT MILESTONE
PAGE 2
APPENDIX A
Revised 4/16/98

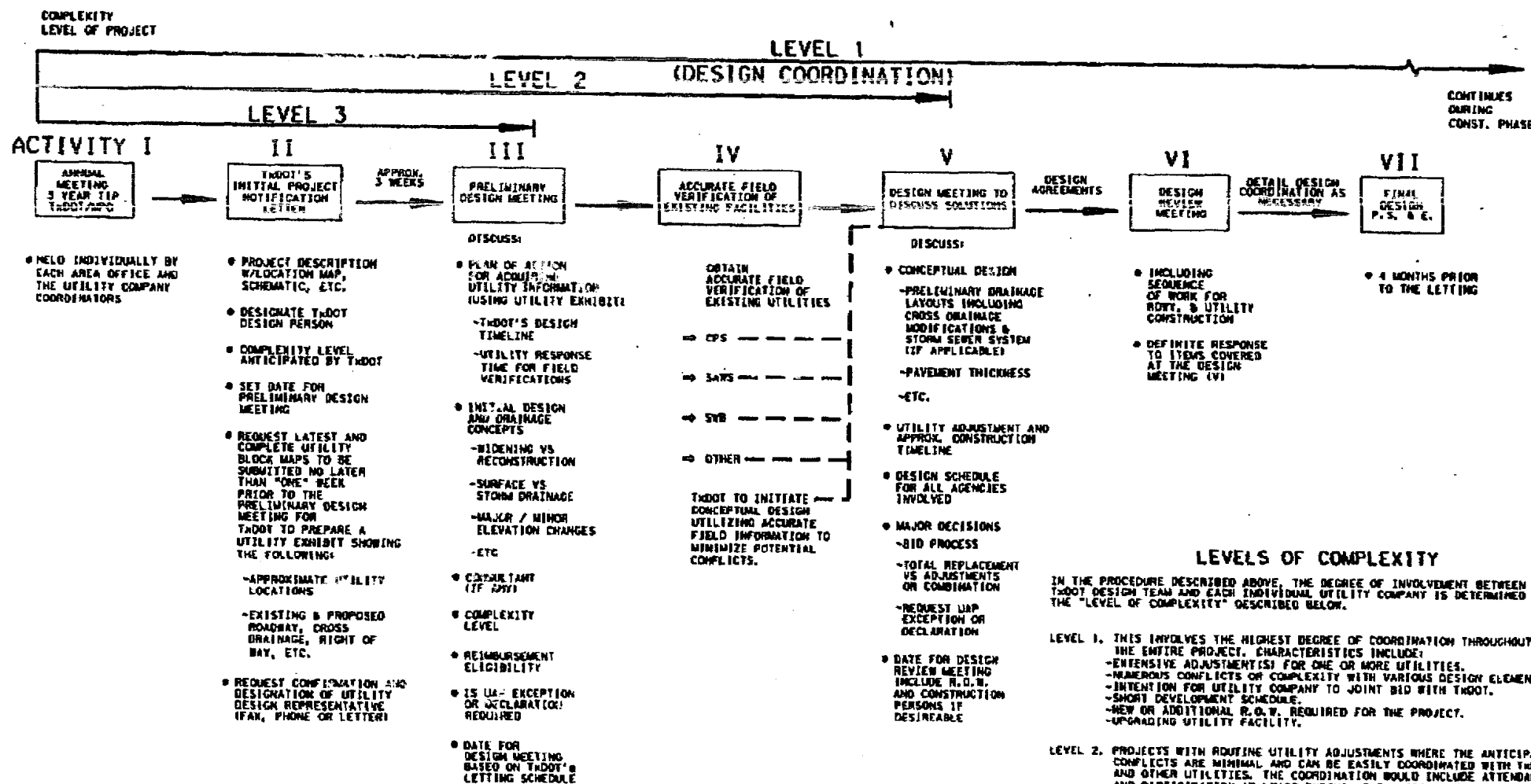
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TxDOT-CMD

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P.16/18

Exhibit C



LEVELS OF COMPLEXITY

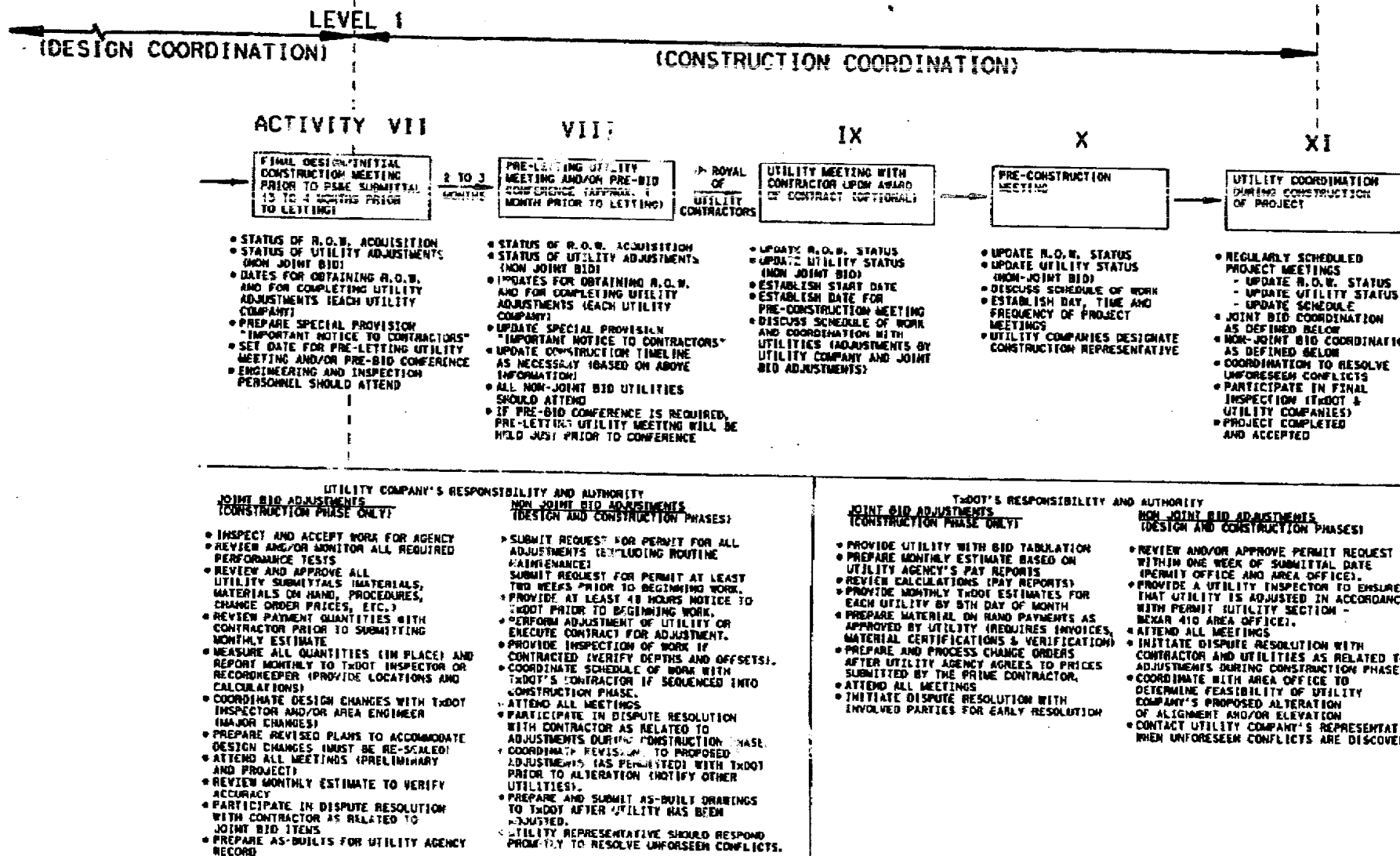
IN THE PROCEDURE DESCRIBED ABOVE, THE DEGREE OF INVOLVEMENT BETWEEN THE TxDOT DESIGN TEAM AND EACH INDIVIDUAL UTILITY COMPANY IS DETERMINED BY THE "LEVEL OF COMPLEXITY" DESCRIBED BELOW.

- LEVEL 1. THIS INVOLVES THE HIGHEST DEGREE OF COORDINATION THROUGHOUT THE ENTIRE PROJECT. CHARACTERISTICS INCLUDE:
- EXTENSIVE ADJUSTMENT(S) FOR ONE OR MORE UTILITIES.
 - NUMEROUS CONFLICTS OR COMPLEXITY WITH VARIOUS DESIGN ELEMENTS.
 - INTENTION FOR UTILITY COMPANY TO JOINT BID WITH TxDOT.
 - SHORT DEVELOPMENT SCHEDULE.
 - NEW OR ADDITIONAL R.O.W. REQUIRED FOR THE PROJECT.
 - UPGRADING UTILITY FACILITY.
- LEVEL 2. PROJECTS WITH ROUTINE UTILITY ADJUSTMENTS WHERE THE ANTICIPATED CONFLICTS ARE MINIMAL AND CAN BE EASILY COORDINATED WITH TxDOT AND OTHER UTILITIES. THE COORDINATION WOULD INCLUDE ATTENDANCE AND PARTICIPATION AT LEAST THROUGH THE DESIGN MEETING.
- LEVEL 3. PROJECTS WHERE THERE IS LITTLE OR NO INVOLVEMENT WITH UTILITY ADJUSTMENTS. THE COORDINATION WOULD INCLUDE ATTENDANCE AND PARTICIPATION THROUGH THE PRELIMINARY DESIGN MEETING AND COORDINATION BEYOND THIS COULD BE BY TELEPHONE OR REVIEW OF DESIGN DOCUMENTS.

SAN ANTONIO DISTRICT

TxDOT/UTILITY DESIGN COORDINATION PROCEDURE

Exhibit C



SAN ANTONIO DISTRICT

TXDOT/UTILITY CONSTRUCTION
COORDINATION PROCEDURE

PAGE 2 OF 2

12/98

Exhibit C