

CONSENT AGENDA

CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT

ITEM NO. 16

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; Rebecca P. Waldman; Peter Zaroni; Milo D. Nitschke; file

SUBJECT: Funding Agreements for Installation of Intersection Traffic Signal and Related Improvements

DATE: April 29, 2004

SUMMARY AND RECOMMENDATIONS

This Ordinance authorizes the City Manager or her designee to execute two "Funding Agreements for Installation of Intersection Traffic Signal and Related Improvements" between the City of San Antonio and the University Physicians Group, a Texas non-profit corporation, in the amount of \$85,000, and between the City and the University Health System, a Texas non-profit corporation, in the amount of \$37,500, to provide funding for the installation of a traffic signal system and related improvements at the intersection of Medical Drive and the entry to University Hospital and University Physician's Group Diagnostic Pavilion, located within the Medical Center Area in Council District 8.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

This Ordinance authorizes the execution of two "Funding Agreements for Installation of Intersection Traffic Signal and Related Improvements" whereby the University Physicians Group will provide funding in the amount of \$85,000, and the University Health System will provide funding in the amount of \$37,500 for the installation of a traffic signal system at the intersection of Medical Drive and the entry to University Hospital and University Physician's Group Diagnostic Pavilion located within the Medical Center Area.

The design requested for this location will be in keeping with the design type required by the South Texas Medical Center (STMC) design group. The special design of the equipment

specified by the STMC is not in accordance with the City of San Antonio's standard traffic signal design and significantly increases the cost of this particular installation.

The City shall be responsible for the construction of the project to include the publication of a bid solicitation for construction, the award of the construction contract and the oversight of the project construction. Designs, plans and specifications for the project shall be prepared by Pape-Dawson Engineers, Inc. and provided to the City's Public Works Department, at no cost to the City, by the Medical Center Alliance.

This installation of this traffic signal shall conform to the intent of the Medical Center Master Plan and will improve the traffic pattern in the Medical Center Area, enhance pedestrian safety, and will benefit the community transacting business in the Medical Center Area.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council's commitment to public safety and economic development in the Medical Center Area.

FISCAL IMPACT

The total contribution for project construction from University Physician's Group and University Health System in the amount of \$122,500 shall be provided as follows:

\$ 85,000	from University Physicians Group
\$ 37,500	from University Health System

COORDINATION

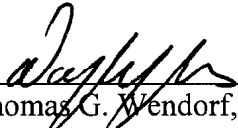
This action was coordinated with the Office of Management and Budget, the Finance Department, the City Attorney's Office, the Asset Management Department, the University Physicians Group, the University Health System and the Medical Center Alliance.

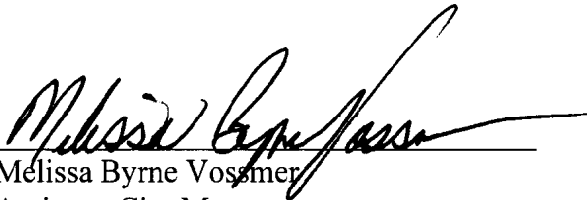
SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

1. Project Location Map
2. Funding Agreement for Installation of Intersection Traffic Signal and Related Improvements, University Physicians Group
3. Funding Agreement for Installation of Intersection Traffic Signal and Related Improvements, University Health System

 PE 4/22/04
for Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossmer
Assistant City Manager

APPROVED:


for Terry M. Brechtel
City Manager



MEDICAL DR. @ UNIVERSITY HOSPITAL ENTRANCE

CHET TODD
PARKWAY

WURZBACH

MEDICAL

EWING HALSELL

BREEZY HILL

DAT A POINT

FLOYD CURL

LOUIS PASTEUR

PASTE

EXHIBIT "A"

MERTON MINTER

**FUNDING AGREEMENT FOR
INSTALLATION OF INTERSECTION TRAFFIC SIGNAL
AND RELATED IMPROVEMENTS**

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2004 and University Physicians Group, a Texas non-profit corporation, by and through its _____ (hereinafter referred to as "Private Party"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, the Private Party is comprised of a non-profit organization operating a Medical Facility in the Medical Center Area (defined below) ; and

WHEREAS, a Project consisting of an intersection traffic Signal installation and related improvements shall be constructed at the intersection of Medical Drive and the entry to University Hospital and University Physician's Group Diagnostic Pavilion (see Exhibit A); and

WHEREAS, City has approved certain funding for improvements to the Medical Center Area which is defined as the area bounded by Fredericksburg, Huebner, Babcock, and Louis Pasteur; and

WHEREAS, the City and Private Party have agreed, in the interest of promoting the safe and efficient movement of traffic in the Medical Center Area, enhancing pedestrian safety, improving aesthetics in the Medical Center Area, and pursuant to the terms hereof, to participate in a joint Project to benefit the community transacting business in the Medical Center Area; and

NOW, THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. THE PROJECT

Private Party and City shall contribute partial funding for and City shall construct the Project. The Project shall consist of constructing an intersection traffic signal installation and related improvements at the location described in Exhibit "A". The signalized intersection shall conform to the Medical Center Master Plan adopted by the Medical Center Alliance. City and Private Party, subject to the terms hereof, shall provide their respective monetary contributions (subsequently defined herein) and referred to herein as each party's "Contribution."

II. OBLIGATIONS OF PARTIES

- A. Private Party shall provide funding for the construction of the Project in the amount of eighty-five thousand and no/100 dollars (\$85,000.00), the Private Party's Contribution, within ten (10) days of execution of the Agreement.

- B. City shall provide funding for the construction of the intersection traffic signal in the amount of one hundred and twenty-two thousand, five hundred and no/100 dollars (\$122,500), the City's Contribution.
- C. City shall construct the Project, which shall include, without limitation, the following:
 - 1. The publication of a bid solicitation in compliance with all applicable laws and regulations;
 - 2. Award of the construction contract to the contractor with the lowest responsive bid ("the Contractor") in accordance with City's required and customary procedures;
 - 3. The execution of a Contract ("the Contract") with Contractor to construct the Project in accordance with the Plans and Specifications in the form customarily used by the City for other similar capital projects;
 - 4. Oversight of the construction of the Project.

III. MISCELLANEOUS

- 1. All Plans and Specifications shall be prepared by Pape-Dawson Engineers, Inc. and provided to the City's Public Works Department upon execution of this Agreement, at no cost to City, by the Medical Center Alliance and shall be subject to approval by City.
- 2. Representatives of the Private Party shall have access to the Project during construction provided such access shall be accompanied by an agent of the City and will cause no delay, hindrance or interference with Contractor, with City's efforts or cause delay to the Project.
- 3. Any modifications to this Agreement must be in writing, and signed by each signatory hereof or its successor or they shall not be binding upon any of the parties hereto.
- 4. City shall execute and effectuate change orders such as become necessary with regard to the construction contract between City and Contractor, without consent of Private Party.
- 5. If any covenant, provision, or clause of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- 6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. No party may, without the prior written consent of all other parties hereto, assign any rights, powers, duties, or obligations hereunder. This Agreement shall not inure to the benefit of any party other than the parties to this Agreement and their successors and permitted assignees.

7. Neither this Agreement nor any part thereof shall be construed as creating a partnership, joint venture or other business affiliation among the parties or otherwise.
8. This Agreement and the exhibits hereto supersede any and all other prior or contemporaneous agreements, oral or written, among the parties hereto with respect to the Project.
9. All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the parties shown below:

IF TO THE CITY:

City of San Antonio
ATTN: CITY MANAGER
PO Box 839966
San Antonio, Texas 78283-3966
FACSIMILE: (210) 207-4217

IF TO PRIVATE PARTY:

Edward Grab
University Physicians Group
6126 Wurzbach Road
San Antonio, Texas 78238-1743
FACSIMILE: (210) 257-1427

WITH A COPY TO:

City of San Antonio
Department of Public Works
Director's Office
Municipal Plaza Building, 6th Floor
PO Box 839966
San Antonio, Texas 78283-3966
FACSIMILE: (210) 207-4406

10. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any legal action arising out of this Agreement shall be exclusively in Bexar County, Texas.
11. The parties hereto agree they will execute such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate the purpose of this Agreement.
12. Each signatory hereof represents to the other parties to this Agreement that he or she has been duly authorized to do so and in so doing shall bind the party on whose behalf he or she is signing to the terms hereof.
13. Each party hereto shall pay its own attorney's fees with respect to the drafting, review and negotiation of this Agreement and all subsequent instruments and agreements related to the Project, and none of such fees shall in any event ever be considered part of the Project costs payable pursuant to the terms hereof. In the event it should ever become necessary for any party to retain the services of any attorney to enforce its rights hereunder against any other party(ies) hereto, then, should such party prevail, shall be entitled to recover, in addition to any

other damages and awards to which it may be entitled, its reasonable attorneys' fees from the defaulting party(ies).

14. Any amounts which any party hereto may become obligated to pay to any other party under the terms hereof shall be paid within thirty (30) days after the same become due, and in the event such amounts are not paid within such time, then they shall accrue interest from the expiration of such thirty (30) day period until paid at the lesser of eighteen percent (18%) per annum or the maximum nonusurious rate allowed by applicable law.
15. Time is of the essence of this Agreement and each and every provision hereof.
16. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.

EXECUTED and **AGREED** to this the _____ day of _____, 2004.

CITY OF SAN ANTONIO

UNIVERSITY PHYSICIANS GROUP

Terry Brechtel
City Manager

Printed Name: _____
Title: _____

Attest:

City Seal:

City Clerk

Approved as to Form:

City Attorney



MEDICAL DR. @ UNIVERSITY HOSPITAL ENTRANCE

DATA POINT

EWING HALSELL

BREEZY HILL

CHET TODD
PARKWAY

WURZBACH

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MERTON MINTER

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INSTALLATION OF INTERSECTION TRAFFIC SIGNAL
AND RELATED IMPROVEMENTS**

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2004 and University Health System, a Texas non-profit corporation, by and through its _____ (hereinafter referred to as "Private Party"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, the Private Party is comprised of a non-profit organization operating a Medical Facility (or Facilities) in the Medical Center Area (defined below); and

WHEREAS, a Project consisting of an intersection traffic signal installation and related improvements shall be constructed at the intersection of Medical Drive and the entry to University Hospital and University Physician's Group Diagnostic Pavilion (see Exhibit A); and

WHEREAS, City has approved certain funding for improvements to the Medical Center Area which is defined as the area bounded by Fredericksburg, Huebner, Babcock, and Louis Pasteur; and

WHEREAS, the City and Private Party have agreed, in the interest of promoting the safe and efficient movement of traffic in the Medical Center Area, enhancing pedestrian safety, improving aesthetics in the Medical Center Area, and pursuant to the terms hereof, to participate in a joint Project to benefit the community transacting business in the Medical Center Area; and

NOW, THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. THE PROJECT

Private Party and City shall each contribute partial funding for, and City shall construct the Project. The Project shall consist of constructing an intersection traffic signal installation and related improvements at the location described in Exhibit "A". The signalized intersection shall conform to the Medical Center Master Plan adopted by the Medical Center Alliance. City and Private Party, subject to the terms hereof, shall provide their respective monetary contributions (subsequently defined herein) and referred to herein as each party's "Contribution."

II. OBLIGATIONS OF PARTIES

- A. Private Party shall provide funding for the construction of the Project in the amount of thirty-seven thousand five-hundred and no/100 dollars (\$37,500.00), the Private Party's Contribution within ten (10) days of execution of this Agreement.
- B. City shall provide funding for the construction of the intersection traffic signal in the amount of one hundred and twenty-two thousand, five hundred and no/100 dollars (\$122,500), the City's Contribution..

C. City shall construct the Project, which shall include, without limitation, the following:

1. The publication of a bid solicitation in compliance with all applicable laws and regulations;
2. Award of the construction contract to the contractor with the lowest responsive bid ("the Contractor") in accordance with City's required and customary procedures;
3. The execution of a Contract ("the Contract") with Contractor to construct the Project in accordance with the Plans and Specifications in the form customarily used by the City for other similar capital projects;
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III. MISCELLANEOUS

1. All Plans and Specifications shall be prepared by Pape-Dawson Engineers, Inc. and provided to the City's Public Works Department upon execution of this Agreement, at no cost to City, by the Medical Center Alliance and shall be subject to approval by City.
2. Representatives of the Private Party shall have access to the Project during construction provided such access shall be accompanied by an agent of the City and will cause no delay, hindrance or interference with Contractor, with City's efforts or cause delay to the Project.
3. Any modifications to this Agreement must be in writing, and signed by each signatory hereof or its successor or they shall not be binding upon any of the parties hereto.
4. City shall execute and effectuate change orders such as become necessary with regard to the construction contract between City and Contractor, without consent of Private Party.
5. If any covenant, provision, or clause of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. No party may, without the prior written consent of all other parties hereto, assign any rights, powers, duties, or obligations hereunder. This Agreement shall not inure to the benefit of any party other than the parties to this Agreement and their successors and permitted assignees.
7. Neither this Agreement nor any part thereof shall be construed as creating a partnership, joint venture or other business affiliation among the parties or otherwise.

8. This Agreement and the exhibits hereto supersede any and all other prior or contemporaneous agreements, oral or written, among the parties hereto with respect to the Project.
9. All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the parties shown below:

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City of San Antonio
ATTN: CITY MANAGER
PO Box 839966
San Antonio, Texas 78283-3966
FACSIMILE: (210) 207-4217

IF TO PRIVATE PARTY:

Mr. Jeff Turner
University Health System
4502 Medical Drive
San Antonio, Texas 78229
FACSIMILE: (210) 358-4020

WITH A COPY TO:

City of San Antonio
Department of Public Works
Director's Office
Municipal Plaza Building, 6th Floor
PO Box 839966
San Antonio, Texas 78283-3966
FACSIMILE: (210) 207-4406

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11. The parties hereto agree they will execute such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate the purpose of this Agreement.
12. Each signatory hereof represents to the other parties to this Agreement that he or she has been duly authorized to do so and in so doing shall bind the party on whose behalf he or she is signing to the terms hereof.
13. Each party hereto shall pay its own attorney's fees with respect to the drafting, review and negotiation of this Agreement and all subsequent instruments and agreements related to the Project, and none of such fees shall in any event ever be considered part of the Project costs payable pursuant to the terms hereof. In the event it should ever become necessary for any party to retain the services of any attorney to enforce its rights hereunder against any other party(ies) hereto, then, should such party prevail, shall be entitled to recover, in addition to any other damages and awards to which it may be entitled, its reasonable attorneys' fees from the defaulting party(ies).

14. Any amounts which any party hereto may become obligated to pay to any other party under the terms hereof shall be paid within thirty (30) days after the same become due, and in the event such amounts are not paid within such time, then they shall accrue interest from the expiration of such thirty (30) day period until paid at the lesser of eighteen percent (18%) per annum or the maximum nonusurious rate allowed by applicable law.
15. Time is of the essence of this Agreement and each and every provision hereof.
16. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.

EXECUTED and **AGREED** to this the _____ day of _____, 2004.

CITY OF SAN ANTONIO

UNIVERSITY HEALTH SYSTEM

Terry Brechtel
City Manager

Printed Name: _____
Title: _____

Attest:

City Seal:

City Clerk

Approved as to Form:

City Attorney



MEDICAL DR. @ UNIVERSITY HOSPITAL ENTRANCE

CHET TODD
PARKWAY

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