

AUSTIN CITY COUNCIL

AGENDA



Thursday, September 28, 2006

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Public Works RECOMMENDATION FOR COUNCIL ACTION

ITEM No. 42

Subject: Authorize negotiation and execution of an Interlocal Agreement between the City of Austin and the Capital Area Council of Governments (CAPCOG) for planning services related to completing the Pedestrian Master Plan (Phase II), in an amount not to exceed \$549,503.

Amount and Source of Funding: Funding is available in the Fiscal Year 2006-2007 Approved Capital Budget of the Public Works Department.

Fiscal Note: A fiscal note is attached.

Additional Backup Material

(click to open)

**INTERLOCAL
AGREEMENT**

PWD_Fiscal_Note

For More Information: Annick Beaudet, 974-6505; Michael Curtis, 974-7056; Laura Bohl, 974-7064.

Prior Council Action: 11/30/00: Pedestrian Master Plan Adopted by City Council. 04/18/02: Policy adopted implementing the addition of both pedestrian and bicycle facilities for future construction, reconstruction, or major rehabilitation of a roadway. 08/28/03: Approval of a Professional Services Agreement with Lockwood, Andrews, and Newman, Inc., Austin, Texas, for planning services to implement and enhance the policies outlined in the Austin's ADA Transition Plan and existing Pedestrian Plan.

This action initiates the negotiation and execution of an interlocal agreement between the City of Austin and the Capital Area Council of Governments (CAPCOG) to complete the Pedestrian Master Plan Phase II. This project and specific interlocal agreement is made possible by the master GeoSpatial Base Map Project interlocal agreement. The CAPCOG GeoSpatial Base Map Project exists to result in the delivery of data in a digital format to be shared by all city departments working on Geographic Information Systems (GIS) related projects. Data collected through the GeoSpatial Base Map Project will provide data which supports the City's "Base Map" for users within the City and the public. Data may be used for a variety of functions, not limited to site checks, vegetation analysis, crime data analysis, demographics, and land use/transportation analysis.

The scope of the Pedestrian Master Plan Phase II will update data collected as part of Phase I as well as expand the plan to include areas of the City beyond the urban core. The scope also includes the update and re-evaluation of the Pedestrian Infrastructure Management System (PIMS) used to prioritize sidewalk projects.

The City of Austin Pedestrian Plan includes policies that implement the 1993 ADA Transition Plan, encourage walking, improve pedestrian safety, and enable pedestrian links to mass transit. The Pedestrian Plan is also intended to improve air quality and traffic congestion to increase the quality of life in Austin.

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL CONTRACT FOR GEOMAP 2006 WORK ORDER 000676-AUS

Art. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code.

1.2. The City of Austin (the "City") is a Texas home-rule municipality that is seeking to obtain Pedestrian Masterplan Phase II Services.

1.3. CAPCOG has contracted with Sanborn Map Company, Inc. ("Sanborn") to provide these services. This contract is entered into between CAPCOG and the City of Austin under Chapter 791 of the Government Code for the funding and the development of the Pedestrian Masterplan Phase II Project.

Art. 2. Goods and Services

2.1. CAPCOG agrees to furnish the City of Austin the Pedestrian Masterplan Phase II Services described in the attached Work Order Exhibit to this contract. The services will be prepared by Sanborn for the City of Austin under its contract with CAPCOG.

Art. 3. Contract Price and Payment Terms

3.1. The City of Austin agrees to provide funding and/or in-kind services to CAPCOG under this contract with a total value of not to exceed \$549,503.00. The total contract value includes a project management fee equal to 2% of the first \$500,000 of this contract and associated work order. CAPCOG agrees to invoice the City of Austin for the management fee after acceptance of the deliverable under the work order and the City of Austin agrees to pay the invoice within 30 days after the date of receipt of the invoice.

3.2. CAPCOG agrees to provide funding and/or in-kind services to Sanborn under its Contract for the Capital Area Geospatial Base Map Project with a total value of not to exceed \$539,503.00.

Art. 4. Effective Date and Term of Contract

4.1. This contract takes effect on the date it is signed on behalf of CAPCOG and it ends, unless sooner terminated under Art. 6, when the total value of funding or in-kind service, as set out in paragraph 3.1, has been furnished by the City of Austin, or on August 31, 2007, whichever comes first.

Art. 5. Nondiscrimination and Equal Opportunity

5.1. CAPCOG and the City of Austin shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

Art. 6. Early Termination of Contract

6.1. The City of Austin acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part, if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery or performance.

6.2. If Sanborn fails to perform its contract with CAPCOG, so that Pedestrian Masterplan Phase II Services are not delivered to the City of Austin, CAPCOG may terminate this contract.

6.3. If CAPCOG or the City of Austin breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, either party may terminate the contract for breach or either party may invoke the dispute resolution process of Art. 7.

6.4. A party terminating this contract as authorized above must notify the other party of the termination date, which may be no earlier than 15 calendar days after the notice date.

6.5. Termination for breach under Art. 6.3 does not waive either party's claim for damages resulting from the breach.

Art. 7. Dispute Resolution

7.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce

compliance with this Art. 7, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Art. 7.

7.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

7.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

7.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Art. 8 Notice to Parties

8.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 8.2.

8.2. CAPCOG's address is 2512 IH-35, South, Suite 220, Austin, TX 78704, Attention: Betty Voights, Executive Director. The City of Austin's address is 505 Barton Springs Road, Suite 1300, Austin, Texas 78704, Attention: Sondra Creighton, Director of Public Works.

8.3. A party may change its address by providing notice of the change in accordance with Art. 8.1.

Art. 9. Miscellaneous

9.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

9.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

9.4. This contract is binding on and inures to the benefit of the parties' successors in interest.

9.5. This contract may be executed in multiple originals.

9.6 As required by the Interlocal Cooperation Act, the party or parties paying for the performance of governmental services must do so from current revenue available to the paying party.

CITY OF AUSTIN, TEXAS

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

By _____

Name: _____

Betty Voights
Executive Director

Title: _____

Date _____

Date _____

EXHIBIT

CAPITAL AREA COUNCIL OF GOVERNMENTS

GEOMAP 2006 WORK ORDER 000676-AUS

When signed on behalf of CAPCOG, this Work Order authorizes Sanborn to provide the goods and services described in the attached Scope of Work in accordance with the timetable set out in the Scope of Work and the terms and conditions of the ILC.

CAPCOG agrees to pay Sanborn the firm fixed price of \$539,503.00 for the goods and services provided under the Scope of Work in accordance with the payment schedule set out in the Scope of Work.

This Work Order is subject to all of the terms and conditions of the Contract for the Capital Area Geospatial Base Map Project between CAPCOG and Sanborn.

THE SANBORN MAP COMPANY,
INC.

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

By _____

John Copple
Chief Executive Officer

Betty Voights
Executive Director

Date _____

Date _____

SCOPE OF WORK

CAPITAL AREA COUNCIL OF GOVERNMENTS

GEOMAP 2006 WORK ORDER 000676-AUS

The following document presents Sanborn Map Company Inc.'s and subcontractor Lockwood, Andrews & Newnam, Inc.'s (LAN) scope of work for the Pedestrian Masterplan Phase II Project on specified corridors in the City of Austin (City).

Statement of Work and Tasks

Development of additional pedestrian infrastructure planimetric data and update to PIMS

– LAN proposes the creation of additional planimetric data for the remaining 355 aerial photography tiles using the City's 2003 imagery as the base map. This will provide a comprehensive inventory of existing visible sidewalks, curb ramps, crosswalks, absent curb ramps, and absent sidewalks. All features will be digitized using the 2003 imagery available from the City of Austin and will be linked back to the corresponding street centerline via a unique GIS ID. Absent sidewalks will be digitized in the approximate location of a sidewalk (if one existed) to allow connectivity in the pedestrian network and to serve as base layer for tracking sidewalk construction projects. LAN will update the PIMS matrix and toolset from Phase II to include parking lots, buildings with 250+ employees, CapMetro ridership data, and the GPS-based field assessment. The City of Austin will provide the parking lot, buildings, and CapMetro data to LAN.

GPS-based field assessment for TDLR compliance – LAN proposes the complete field assessment for priority areas determined by consultation with City Staff. LAN will perform 30 eight-hour days of field collection, whichever level is reached first. This will give the City of Austin a complete TDLR and maintenance status for the core of the City where most pedestrian traffic occurs. As part of the field assessment, LAN will evaluate TDLR compliance and the current maintenance condition, at the time of the field assessment, for sidewalks and curb ramps in this area. Both TDLR compliance and maintenance condition will be evaluated according to criteria defined during Phase I. The criteria used in Phase I is attached.

Add Rehabilitation to PIMS/Priority Matrix – LAN will evaluate existing sidewalk maintenance condition and current TDLR accessibility condition and recommend a strategy for adding this criteria to the matrix scoring table. LAN will schedule up to five meetings to develop a consensus on a strategy for developing the scoring methodology. Once a strategy has been agreed to by the City, LAN will update the existing PIMS tool to include the evaluation of existing infrastructure, TDLR compliance and maintenance condition in scoring project locations. TDLR compliance will be scored as either compliant or non-compliant.

Pedestrian Routing Application – LAN will develop an ArcGIS Server-based application for routing pedestrians from address to address via the pedestrian network of sidewalks and curb ramps. This application will be for use by City staff to better assist citizens who need assistance when planning trips. The application will provide the user the option of routing by shortest path

along existing pedestrian infrastructure (not necessarily TDLR compliant) and return a list of non-compliant locations along the route. LAN will coordinate with CapMetro and evaluate the potential of integrating their bus routes and bus stop locations with the Pedestrian Routing Application. LAN will schedule up to three meetings to define the functionality of the pedestrian routing application.

Improve the Transition Plan – LAN will work with the City to identify areas for improvement in the Transition Plan. Changes to the plan will be supported using data collected from the GPS field inspection and from the Public Works Department. LAN will incorporate new guidelines that are currently being considered for implementation by TDLR to give the City a usable plan that meets the most current TDLR standards. LAN will schedule up to three meetings with City staff to develop the updated Transition Plan.

Development of an enforceable ordinance – LAN will review current City ordinances and work with the City to develop a strategy to develop an enforceable ordinance for the construction of TDLR-compliant pedestrian infrastructure. LAN will schedule up to six meetings with the City to develop the ordinance. In addition, LAN will schedule up to three public meetings and two City Council presentations on the proposed ordinance.

Train City staff – LAN will provide one training seminar on the use of the GIS-based applications. The training seminar will be scheduled to last no longer than three hours.

Provide maintenance support for the PIMS database – LAN will provide GIS and GPS support to update PIMS databases and provide ad-hoc services as required by City staff. A GIS Analyst will be dedicated for 60% per month for one calendar year. Project Manager and GIS Manager will also have time allotted to support ad-hoc City requests under this task. This task will include updates to the PIMS database as collected in Phase I of the project, evaluating the potential for integrating Street & Bridge's maintenance database(s) with the PIMS system.

**CIP BUDGET
FISCAL NOTE**

DATE OF COUNCIL CONSIDERATION:

28-Sep-06

WHERE ON AGENDA:

Resolution

DEPARTMENT:

Public Works Department

DESCRIPTION: Authorize negotiation and execution of an interlocal agreement between the City of Austin and the Capital Area Council of Governments (CAPCOG) for planning services related to completing the Pedestrian Master Plan (Phase II), in an amount not to exceed \$549, 503.

FINANCIAL INFORMATION:

Project Name:	Sidewalk/Curb & Gutter Repairs
Project Authorization:	2006-2007 Approved Capital Budget
Funding Source:	2000 General Obligation Bonds
Fund/Agency/Orgn:	8071-607-5000
Total Current Appropriation	\$10,000,000.00
Unencumbered Balance	\$5,129,791.00
Amount of this Action	(\$549,503.00)
Estimated Available	<u>\$4,580,288.00</u>

Ref. 8071-607-NEW

Financial Approval: Rusty Cobern

Date: September 7, 2006