

**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, Louis A. Lendman, Milo D. Nitschke, Daniel V. Cárdenas; and file

SUBJECT: Houston – Pine to Walters Project

DATE: December 18, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes a total of \$78,533.01 from General Obligations of the City in connection with environmental services. Of the \$78,533.01, the amount of \$40,645.55 is authorized payable to Eagle Construction and Environmental Services, L.P., a non-MBE firm, for environmental remediation services, \$4,064.55 is authorized for contingency, and the amount of \$30,748.10 is authorized payable to Geo-Marine, Inc., a non-MBE firm, for environmental oversight and monitoring services, and \$3,074.81 is authorized for contingency in association with the Houston – Pine to Walters Project, an authorized Metropolitan Planning Organization (MPO) project, located in City Council District 2. These services are authorized under an existing Professional Services Agreements approved by City Council through Ordinance Number 95847 on May 30, 2002 and Ordinance Number 95384 on February 28, 2002, respectively.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project provides for the reconstruction of the existing 2-lane roadway to 3 lanes with a reversible center turn lane and will include curbs, sidewalks and drainage improvements. A Phase II subsurface investigation was conducted and identified two areas of concern. Results from the sampling event indicated the presence of heavy metals and petroleum hydrocarbons in the subsurface soils at American Metal Iron Works facility (1901 E. Houston) and Sunglo Service Station (1955 E. Houston), respectively.

This Ordinance authorizes Eagle Construction and Environmental Services, L.P. to provide for the transportation and disposal of impacted soil and water generated by construction in the immediate vicinity of the American Metal Iron Works facility. Eagle will also provide mechanical equipment and labor for loading, transportation and disposal of the impacted media (soil and groundwater) associated with the Sunglo Service Station. Specifically, Eagle will be

transporting and disposing the impacted media from the designated staging facility to the Texas Commission on Environmental Quality approved disposal facility. To date, funds in the amount of \$364,200.74 have been expended under this Professional Services Agreement.

This Ordinance also authorizes Geo-Marine, Inc. to provide environmental oversight and monitoring services during construction in the known impacted areas. The purpose of these services is to insure that the impacted material is managed and disposed of appropriately as well as insuring that appropriate measures are implemented to minimize exposure to workers and surrounding environment. To date, funds in the amount of \$46,185.91 have been expended under this Professional Services Agreement.

Project construction is anticipated to begin in February 2004 and be completed by March 2006.

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 Council.

FISCAL IMPACT

This is a one-time capital improvement expenditure in the amount of \$78,533.01 and included in the FY04-09 Capital Improvement Budget. Funds in the amount of \$57,372.17 are available from 2001 Certificates of Obligation, and funds in the amount of \$21,160.84 are available from 1999 General Obligation Street Improvement Bond funds and are authorized payable as follows:

\$40,645.55	Payable to Eagle Construction and Environmental Services, L.P.
\$ 4,064.55	Payable for remediation contingency
\$30,748.10	Payable to Geo-Marine, Inc.
\$ 3,074.81	Payable for environmental monitoring contingency

COORDINATION

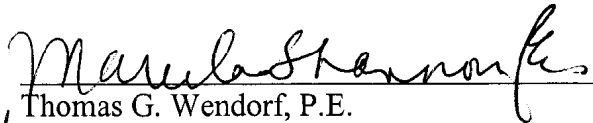
This request for ordinance has been coordinated with the Office of Management and Budget, and the Finance and Environmental Services Departments.

SUPPLEMENTARY COMMENTS

The Discretionary Contract Disclosure Forms required by the Ethics Ordinance are attached.

ATTACHMENTS

1. Project Map
2. Proposal of Eagle Construction & Environmental Services, L.P.
3. Proposal of Geo-Marine, Inc.
4. Discretionary Contract Disclosure Forms



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



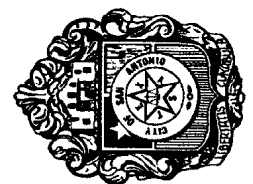
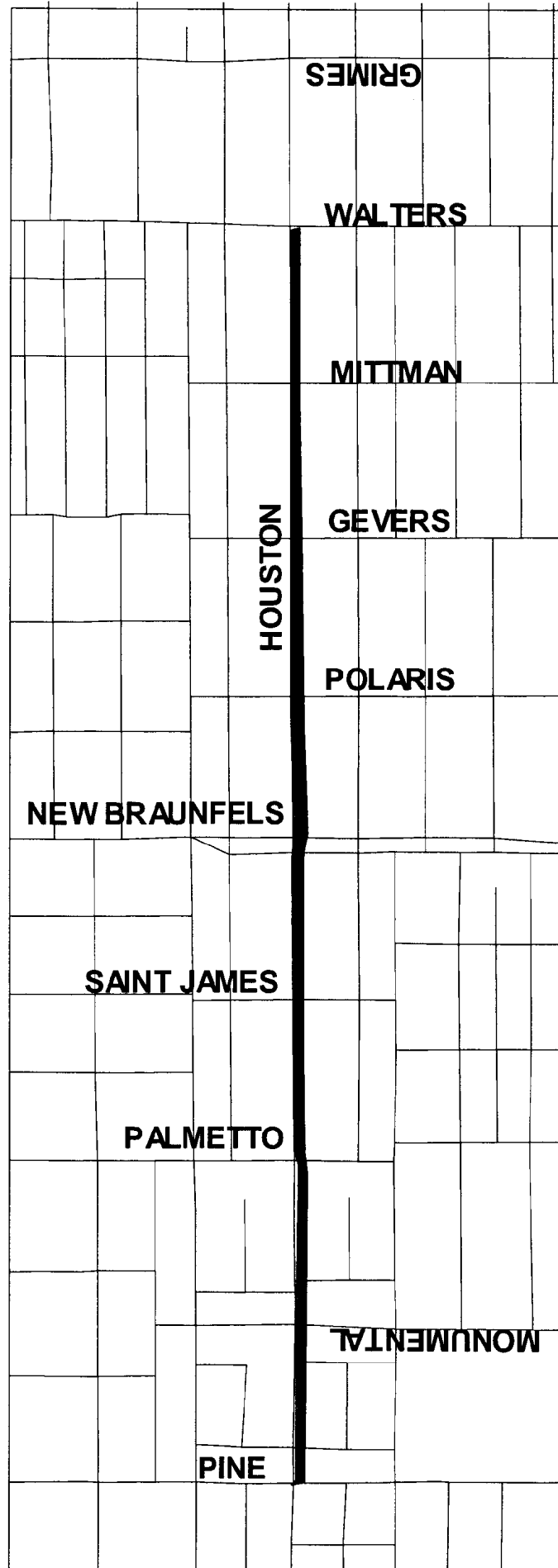
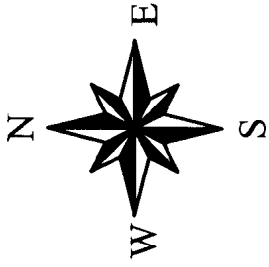
Melissa Byrne Vossmer
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

HOUSTON: PINE TO WALTERS





January 27, 2003

Mr. John Cantu
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283

Re: Project No. 04-31-0018 - City Public Works IDO/IDQ Contract – Removal and Disposal of Contaminated Soil and Water – East Houston Street – San Antonio, Texas.

Dear Mr. Cantu:

Eagle Construction and Environmental Services, L.P. is pleased to submit the following proposal for the above referenced project. Eagle's proposal is based upon information provided by City of San Antonio (COSA). The following proposal contains an Executive Summary, Scope of Work, Cost Schedule and Terms and Conditions. We would be pleased to meet with you to discuss our approach to the work.

Executive Summary

Eagle will mobilize the equipment and crew necessary to perform site activities at two (2) locations on East Houston Street. At the first location, located at 1901 East Houston Street, Eagle will transport and dispose of the contaminated soil and impacted water on site. Eagle will transport and dispose of approximately 2,565 c.y. of contaminated soil as a Class II nonhazardous waste. Additionally, Eagle will transport and dispose of approximately 10,000 gallons of impacted water as a Class II nonhazardous waste.

At the second site, located at 1955 East Houston Street, Eagle will load, transport, and dispose of approximately 135 c.y. of contaminated soil as a Class II nonhazardous waste. Additionally, Eagle will transport and dispose of approximately 1,000 gallons of impacted water as a Class II nonhazardous waste.

Scope of Work

Site #1 – 1901 East Houston Street

- **Health and Safety:** Eagle will prepare a written health and safety plan prior to performance of the project. All personnel used for the management of any hazardous materials encountered will have

received a minimum of forty hours training in hazardous materials management in accordance with 29 CFR 1910.120.

- Eagle will mobilize the equipment and crew necessary to adequately complete the project.
- Eagle will transport and dispose of approximately 2,565 c.y. impacted soil as a Class II nonhazardous waste.
- Eagle will remove approximately 10,000 gallons of impacted water using vacuum trucks and transport offsite for disposal as a Class II nonhazardous waste.
- Eagle will submit all disposal documentation to COSA upon completion of the project.

Site #2 – 1955 East Houston Street

- Health and Safety: Eagle will prepare a written health and safety plan prior to performance of the project. All personnel used for the management of any hazardous materials encountered will have received a minimum of forty hours training in hazardous materials management in accordance with 29 CFR 1910.120.
- Eagle will mobilize the equipment and crew necessary to adequately complete the project.
- Eagle will load, transport, and dispose of approximately 135 c.y. impacted soil at the COSA staging area as a Class II nonhazardous waste.
- Eagle will remove approximately 1,000 gallons of impacted water using vacuum trucks and transport offsite for disposal as a Class II nonhazardous waste.
- Eagle will submit all disposal documentation to CPW upon completion of the project.

Cost Schedule

Site #1 – 1901 East Houston Street

Line Item	Description	Quantity	Unit Rate	Extension
30.1.3	Mobilization	1.00	\$543.50	\$543.50
30.1.5	Demobilization	1.00	\$543.50	\$543.50
30.4.2	Bulk Transportation of LPST, Class II or Class I Non-hazardous Waste with a Haul Distance of Greater than 10-miles, one way	2,565.00	\$6.53	\$16,749.45
30.5.1	Bulk Disposal of LPST, Class II or Class III Non-hazardous Waste	2,565.00	\$4.50	\$11,542.50
30.6.1	Bulk Transportation and Disposal of Non-hazardous Liquid Waste	10,000.00	\$0.72	\$7,200.00
30.8.3	Health and Safety Plan	1.00	\$100.00	\$100.00
TOTAL				\$36,678.95

Site #2 – 1955 East Houston Street

Line Item	Description	Quantity	Unit Rate	Extension
30.1.1	Mobilization	1.00	\$543.00	\$543.00
30.1.5	Demobilization	1.00	\$543.50	\$543.50
30.2.1	Loading of Bulk Soils 1 to 500 Loose Cubic Yards.	135.00	\$4.23	\$571.05
30.4.2	Bulk Transportation of LPST, Class II or Class I Non-hazardous Waste with a Haul Distance of Greater than 10-miles, one way	135.00	\$6.53	\$881.55
30.5.1	Bulk Disposal of LPST, Class II or Class III Non-hazardous Waste	135.00	\$4.50	\$607.50
30.6.1	Bulk Transportation and Disposal of Non-hazardous Liquid Waste	1,000.00	\$0.72	\$720.00
30.8.3	Health and Safety Plan	1.00	\$100.00	\$100.00
			TOTAL	\$3,966.60

(This is a budgetary estimate actual figure may vary up or down depending on the volume of material encountered).

The above quotation assumes the following:

- All analytical testing is the responsibility of COSA.
- The site is easily accessible and there are no objects present to hinder the progress of work including the presence of overhead or underground utilities or lines.
- This estimate is based on direct loading and transportation to landfill and no stockpiling.
- At Site #1, the impacted soil will be loaded into Eagle trucks by others.

Terms and Conditions

Eagle's Terms and Conditions are hereby incorporated into this proposal and COSA contract. Signature below by an authorized representative of COSA and countersignature below by an authorized representative of Eagle will constitute a Contract between Eagle and COSA to perform the services in accordance with the scope, pricing, schedule and standard terms and conditions of this proposal. Any changes to Eagle's scope, pricing, schedule or standard terms and conditions must be specifically agreed to by Eagle in writing prior to acceptance of this proposal and incorporated herein.

This proposal is valid for sixty days from the date of this proposal and Eagle reserves the right to withdraw this proposal without notice. Any work performed outside of Eagle's proposed scope of work or schedule or material changes in project conditions will be conducted and invoiced in accordance with

Mr. John Cantu
January 27, 2003

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Eagle's standard time and material fee schedule in effect at the time unless otherwise agreed to in writing by Eagle.

We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please contact me at (254) 629-1718. If you accept this proposal, please sign and complete the "Accepted By" section of this proposal below and return to Eagle for our countersignature.

Very truly yours,

Jeff West
Regional Manager

By signature below, COSA hereby accepts the above proposal and agrees to all of the terms, conditions and exhibits referred to and incorporated herein:

Accepted By:

COSA

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

FACSIMILE: _____

DATE: _____

Accepted By:

**EAGLE CONSTRUCTION AND
ENVIRONMENTAL SERVICES, L.P.**

BY: _____

NAME: _____

TITLE: _____

9701 East I-20; P.O. Box 872

Eastland, Texas 76448

(254) 629-1718

(254) 629-8625

DATE: _____



2700 NE Loop 410, Suite 380

San Antonio, Texas 78217-4810

ph: 210.930.3007 fax: 210.930.3777

www.geo-marine.com

October 27, 2003

Mr. Michael Montesano
City of San Antonio
Department of Environmental Services
1920 Grandstand
San Antonio, TX 78238

RE: Revised Proposal for Houston Street Construction Monitoring
San Antonio, Texas

Dear Mr. Montesano:

Geo-Marine, Inc. (GMI) is pleased to submit this revised proposal to the City of San Antonio (COSA) for construction monitoring. GMI will provide the labor, materials, and equipment necessary to conduct the work based on the information provided COSA.

We can proceed with this project upon receiving your authorization. Please indicate your acceptance of our proposal as presented by signing below or allow us the opportunity to modify the proposal should aspects of it be inconsistent with your needs. We look forward to working with you. If you have any questions please do not hesitate to call me at (210) 930-3007.

Sincerely,

Jim Major
Project Manager

Authorization to proceed with work
outlined in proposal for a time and
materials price of **\$33,808.10.**

cc: Shawna Chapman, GMI-Plano (Contracts Administration)
Ms. Anderson, GMI
Jan Skinner (Proposal Coordinator)
File 30337.00.14

PROPOSAL
Houston Street Construction Monitoring
San Antonio, Texas
October 2, 2003

Proposed Scope of Work

GMI proposes to provide materials, equipment and labor to conduct construction monitoring. The purpose of this investigation is to conduct a negative exposure assessment during construction activities to document the possible exposure levels and to monitor for hydrocarbons during excavation in the vicinity of a service station. The proposed scope of work includes the following:

- Mobilizing and demobilizing to and from the project site.
- Calibration and setup of pumps and sampling equipment.
- Analysis of 4 air samples collected over an eight hour time period for arsenic, cadmium and mercury using the rush analysis turnaround time (3 working-days).
- Air monitoring for volatile organics using a photo-ionization detector for 12 days.
- Monitoring and documenting waste shipments and preparing a daily log of activities.
- Preparing a final letter report summarizing the methods and procedure utilized to conduct the negative exposure assessment, the results of laboratory analysis of samples, and a summary of daily activities and waste shipments.

Items to be provided by the City of San Antonio

GMI assumes COSA will provide the following:

- Traffic control plan if necessary,
- Waste management plan,
- Authorization for disposal; and
- Executed manifests.

COST PROPOSAL

The cost for the proposed work is based upon a 3 working day turn around time for laboratory analyses. The laboratory analysis would only need to be conducted during the start of activities within the area of concern. If these assumptions are not correct, please notify us so that this proposal can be revised accordingly.

PROPOSAL
Houston Street Construction Monitoring
San Antonio, Texas
October 2, 2003

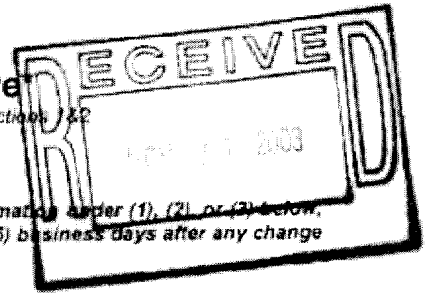
Project Costs

The estimated costs for conducting the proposed work are listed on the following table.

Description	Classification	Quantity	Unit	Price	Cost
Labor					
Project Management, Review of Lab Analysis, and Report Preparation	Project Manager	40	hours	\$96.00	\$3,840.00
Mobilization, Set Up Sampling Equipment and Monitoring - 8 hrs per day x 51 days	Project Scientist	408	hours	\$60.00	\$24,480.00
Preparation of Health and Safety/Traffic Control Plan		0	hours	\$72.00	\$0.00
Labor Subtotal		499			\$28,320.00
Reimbursables					
Round Trip Travel - Site	51 RT	1530	miles	\$0.37	\$558.45
Traffic Control Equipment		0	lump sum	\$250.00	\$0.00
Pumps, Supplies and Materials		2	each	\$104.00	\$208.00
SAMPLE ANALYSES					
3 Metals - As, Cd, Hg	Air	4	samples	\$75.00	\$300.00
Sample Shipping	FedEx	2	lump sum	\$25.00	\$50.00
Reimbursables Subtotal					\$1,116.45
Reimbursables Markup				\$0.10	\$111.65
Reimbursables Total					\$1,228.10
GMI Materials					
Truck		0	day	\$60.00	\$0.00
PID		12	day	\$100.00	\$1,200.00
Camera		0	day	\$25.00	\$0.00
GMI Materials Subtotal					\$1,200.00
TOTAL					\$30,748.10

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1.22
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*



** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

Eagle Construction and Environmental Services, LP

(2) the identity of any business entity¹ that would be a party to the discretionary contract;
_____ a
and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

None

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

None

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract;

None

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

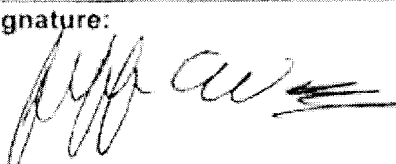
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

None		
Signature: 	Title: Regional Manager Company: Eagle Construction and Environmental Services, LP	Date: 11/18/03

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

GEO MARINE

210 930 3777

City of San Antonio Discretionary Contracts Disclosure*

Use of this form. see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

NONE

(2) the identity of any business entity that would be a party to the discretionary contract:

NONE
and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract:

NONE

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

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(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

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GEO MARINE

210 930 3777


Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyist of the entity.

To Whom Made:	Amount:	Date of Contribution:
NONE		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: Contracts Administrator Company: Geo-Marine, Inc.	Date: 11/3/03

² For purposes of this rule facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.