

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

CONSENT AGENDA
17

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: Salado Creek Hike and Bike Project, Phase I

DATE: January 29, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes payment in the amount of \$21,403.40 to Eagle Construction & Environmental Services, L.P., a non-MBE firm, from 1999 Flood Control with Park Improvement Bond funds for environmental remediation services in association with the Salado Creek Hike and Bike Project, Phase I, an authorized Metropolitan Planning Organization (MPO) project located in Council District 2. These services are authorized under an existing Professional Services Agreement approved by City Council on May 30, 2002, through Ordinance No. 95847. Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Salado Creek Hike and Bike Project, Phase I will provide for the construction of a hike and bike trail from Willow Springs Golf Course to Comanche Park. A Phase II subsurface investigation was conducted and identified the presence of waste debris in two locations along the project alignment. Results of the sampling indicated the presence of lead in the subsurface soils.

This Ordinance authorizes Eagle Construction & Environmental Services, L.P. to provide mechanical equipment and qualified personnel to perform removal, transportation and disposal services associated with the impacted media along the proposed project. Specifically, Eagle will excavate, load, transport and dispose of the impacted media at an authorized Texas Commission for Environmental Quality disposal facility. The estimated impacted soil to be managed and disposed for this project is 1,020 cubic yards. Additionally, Eagle will backfill the exposed trenches with clean material. This work is anticipated to begin in February 2004.

Project construction is anticipated to begin in July of 2004 and be completed by July 2005.

As of January 14, 2004, \$390,516.04 has been expended for services provided under this Professional Services Agreement. A previously executed Professional Services Agreement for Environmental Remediation services with Eagle Construction & Environmental Services, L.P. in an amount not to exceed \$1,500,000 was approved by City Council on May 30, 2002, through Ordinance No. 95847.

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 and is included in the FY04-09 Capital Improvement Budget. Funds in the amount of \$21,403.40 are available from 1999 Flood Control with Park Improvement Bond funds and are authorized payable to Eagle Construction & Environmental Services, L.P. for environmental services.

COORDINATION


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

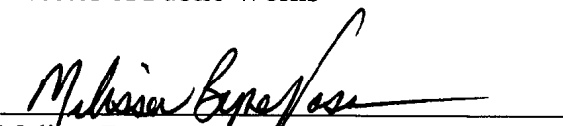
SUPPLEMENTARY COMMENTS

The Discretionary Contract Disclosure Form required by the Ethics Ordinance is attached.

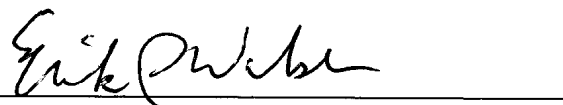
ATTACHMENTS

1. Proposal
2. Project Map
3. Discretionary Contract Disclosure Form

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


Melissa Byrne Vossmer
Assistant City Manager

Approved:

for 
Terry M. Brechtel
City Manager



P.O. Box 159
Cibolo, TX 78108
PHONE: (210) 566-8366
FAX: (210) 566-6247

September 22, 2003

Mr. Bruce Keels
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283

Re: Project No. 04-31-0284 - City Public Works IDO/IDQ Contract – Salado Creek - Load and Transport Contaminated Soil - San Antonio, Texas

Dear Mr. Cantu:

Eagle Construction and Environmental Services, L.P. is pleased to submit the following revised 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 remove and dispose of the contaminated soil on site. The removal of the soil will include the excavation, loading and transportation of the soil in trucks provided by Eagle. The excavations will then be backfilled with clean imported fill, if required.

Scope of Work

- **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 excavate up to 1,020 c.y. of contaminated soil on site.
- Eagle load the contaminated soil into trucks provided by Eagle.
- Eagle will transport the soil to an approved landfill for disposal as a Class II nonhazardous waste.
- Eagle will backfill the excavations with clean fill material, if required.
- Eagle will provide CPW with all disposal documentation upon completion of the project.

Eastland, TX
(254) 629-1718

Houston, TX
(281) 867-9131

San Antonio, TX
(210) 566-8366

Findlay, OH
(419) 425-5845

Windsor, NJ
(609) 918-9559

Little Rock, AR
(501) 955-2747

Gonzales, LA
(225) 677-7877

Railcar Services • Elkhart, TX
(903) 764-5621



Cost Schedule

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
30.2.2	Excavation and Loading of Bulk Soils 501 to 2,000 Loose Cubic Yards.	1,020.00	\$2.20	\$2,244.00
30.3.1	Backfilling of Excavations	1,020.00	\$6.59	\$6,721.80
30.4.1	Bulk Transportation of LPST, Class II, or Class III Non-Hazardous Waste with a Haul Distance of Greater Than 10 Miles, One-Way.	1,020.00	\$6.53	\$6,660.60
30.5.1	Bulk Disposal of LPST, Class II, or Class III Non-Hazardous Waste	1,020.00	\$4.50	\$4,590.00
30.8.3	Health and Safety Plan	1.00	\$100.00	\$100.00
			TOTAL	\$21,403.40

(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 and profiling of soil for disposal will be 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.
- All soil will be profiled for approval into the landfill prior to mobilization by Eagle so stockpiling will not be required.
- All backfilled soil will be placed using a trackhoe or dozer and will not require compaction testing.

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

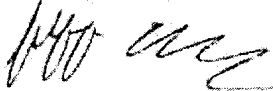
Mr. Bruce Keels
September 22, 2003

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Eagle's price does not include any federal, state, county (parish), municipal and local sales, use and excise taxes, and the like. If any such taxes are applicable and COSA does not provide a Direct Pay or Tax Exemption Certificate for this work, such taxes will be added to the invoiced amount.

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:

CITY OF SAN ANTONIO

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

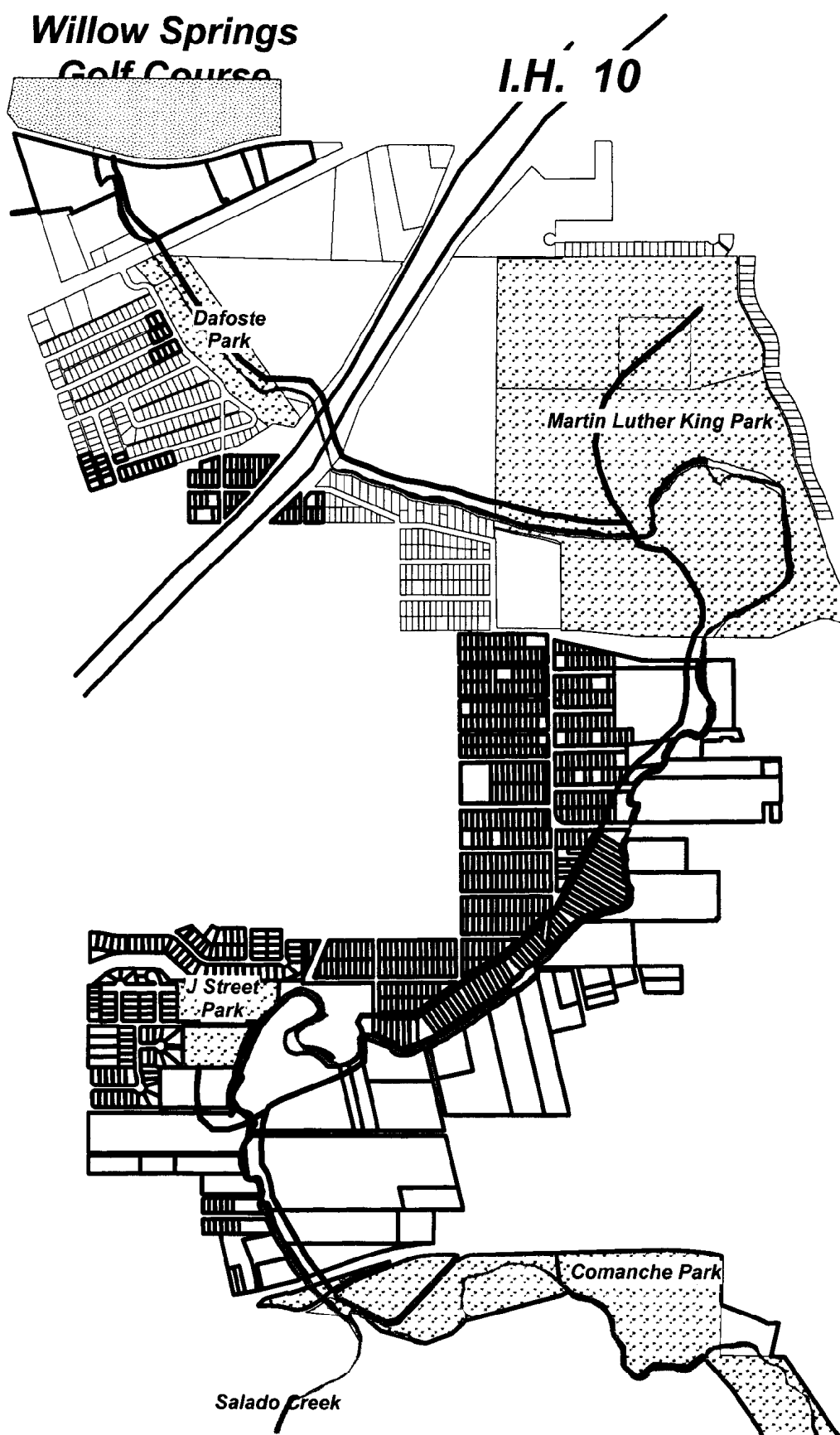
Eastland, Texas 76448

(254) 629-1718

(254) 629-8625

DATE: _____

SALADO CREEK HIKE & BIKE TRAIL PHASE I



CITY OF SAN ANTONIO
Department of Public Works
CAPITAL PROGRAMS DIVISION



Scale: Not to Scale

City of San Antonio Discretionary Contracts Disclosure*

For 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:

Mr. Jeff West
Eagle Construction and Environmental Services, LP
414 FM 1103
Cibolo, Texas 78108

(2) the identity of any business entity¹ 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:

Maldonado Trucking – Trucking
BFI – Disposal

(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: 11/12/03

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.