

**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: Southtown Area Street Improvements

DATE: January 29, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes payment in the amount of \$7,356.50 to Eagle Construction and Environmental Services, L.P., a non-MBE firm, for environmental remediation services in association with the Southtown Street Improvements Project, an authorized 1999 General Obligation Street Improvement Bond project, located in City Council District 1. These services are authorized under an existing Professional Services Agreement approved by City Council through Ordinance Number 95847 on May 30, 2002. Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project provides for the reconstruction and in-fill of 4-foot sidewalks along the East side of South Presa from Durango to Conrad Street, including driveway approaches and wheelchair ramps. This project also includes design enhancements.

The Environmental Services Department conducted a Phase II subsurface investigation in the immediate vicinity of three former or active gasoline stations. The purpose of this investigation was to determine if a historical release from these facilities had impacted the proposed project. Results from this sampling event identified petroleum hydrocarbons in the subsurface soils ranging from surface to 2 feet below grade. The impacted media must be removed from the project site prior to the general contractor beginning work.

This Ordinance authorizes Eagle Construction and Environmental Services, L.P. to provide for the excavation, loading, transportation and disposal of impacted soil associated with this project. Eagle will also backfill the excavated areas with clean fill material. Additionally, Eagle will provide appropriate traffic control measures during removal activities. To date, funds in the amount of \$390,516.04 have been expended under this 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.

Project construction is anticipated to begin in January 2004 and be completed by April 2004.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 1999 General Obligation Street Improvement Bond funded projects.

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 \$7,356.50 are available from 1999 General Obligation Street Improvement Bond funds and are authorized payable to Eagle Construction and Environmental Services, L.P. for environmental remediation services.

COORDINATION

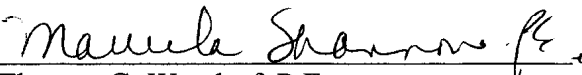
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department and the Environmental Services Department.

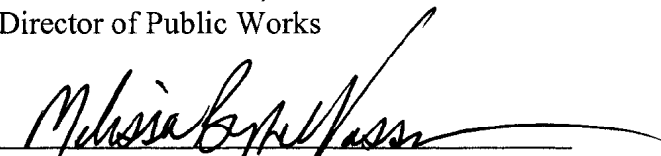
SUPPLEMENTARY COMMENTS

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:


Terry M. Brechtel
City Manager

Southtown Street Improvements



ST
WYOMIN
DASHIEL
DAKOT,
ALPS DR
HARDEM
MARTIN L
CLAUDE W BLACK
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PLACE



December 4, 2003

Mr. John Cantu
City of San Antonio
1940 Grandstand
San Antonio, Texas 78238

Re: Project No. 04-31-0157 – Excavation and Disposal of Soil – Southtown Streets Improvements – San Antonio, Texas.

Dear Mr. Cantu:

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

Scope of Work

- Health and Safety: Eagle will provide a written health and safety plan prior to performance of the project. All personnel will have obtained 40 hours of training in hazardous waste operations in accordance with 29 CFR 1910.120.
- Eagle will remove the concrete and asphalt cover located over the impacted area. All concrete will be transported offsite for recycling.
- Eagle will excavate up to 100 c.y. of Class II nonhazardous soil.
- Eagle will transport and dispose of the soil as a Class II nonhazardous waste.
- Eagle will backfill the excavation with clean imported fill material.
- Eagle will submit all disposal documentation to the City of San Antonio upon completion of the project.

Cost Schedule

Eagle will complete the project at the following rates:

Line Item	Description	Quantity	Unit Rate	Extension
30.1.3	Mobilization	1.00	\$543.00	\$543.00

30.1.5	Demobilization	1.00	\$543.50	\$543.50
30.1.2	Excavation and Loading of Bulk Soils 0 to 501 Loose Cubic Yards.	200.00	\$4.23	\$846.00
30.3.1	Backfilling of Excavations	200.00	\$6.59	\$1,318.00
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.	200.00	\$6.53	\$1,306.00
30.5.1	Bulk Disposal of LPST, Class II, or Class III Non-Hazardous Waste	200.00	\$4.50	\$900.00
30.8.3	Health and Safety Plan	1.00	\$100.00	\$100.00
30.8.11	Traffic Control	3.00	\$150.00	\$450.00
30.8.13	Concrete/Asphalt and Bulky Item Removal	50.00	\$27.00	\$1,350.00
			TOTAL	\$7,356.50

The above quotations assume the following:

- Each phase can be completed concurrently and will not require separate mobilizations.
- Rock or water will not be encountered in the excavation.
- There are no underground utilities and/or lines over the tanks to be removed.
- All analytical testing will be the responsibility of others.
- The removed asphalt or concrete will not require replacement.
- All backfilled soil can be placed using a trackhoe and will not require compaction testing.

Terms and Conditions

Eagle's Terms and Conditions are hereby incorporated into this proposal. Signature below by an authorized representative of the City of San Antonio and countersignature below by an authorized representative of Eagle will constitute a Contract between Eagle and the City of San Antonio 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.

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 the City of San Antonio 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 (210) 566-8366. 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, the City of San Antonio 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, LP.**

BY: _____

NAME: _____

TITLE: _____

P.O. Box 159

Cibolo, Texas 78108

(210) 566-8366

(210) 566-6247

DATE: _____



December 4, 2003

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San Antonio, Texas 78238

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FACSIMILE: _____

DATE: _____

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ENVIRONMENTAL SERVICES, LP.**

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TITLE: _____

P.O. Box 159

Cibolo, Texas 78108

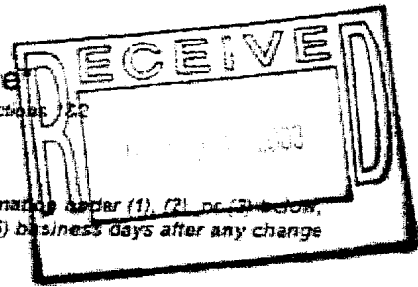
(210) 566-8366

(210) 566-6247

DATE: _____

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;

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.

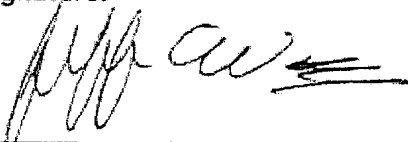
Political Contributions

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.