

**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: Mission Trails Package 2

DATE: February 5, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes payment in the amount of \$165,337.25 to Eagle Construction & Environmental Services, L.P., a non-MBE firm, from Certificates of Obligation, for environmental remediation services in association with the Mission Trails Package 2 Project, an authorized Metropolitan Planning Organization (MPO) project, located in City Council District 3. 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.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Mission Trails project will provide for drainage, street and park improvements to connect the five historic missions. Package 2 provides for street and drainage improvements along Mission Road from S.E. Military Drive to Padre, Roosevelt to Southcross and Padre from Mission Road to Southcross. This project includes design enhancements between S.E. Military Drive and along the San Antonio River to Mission Road and also includes hike and bike trails.

A Phase II investigation was conducted and identified waste debris within the proposed roadway alignment. The waste debris was sampled, characterized and classified as non-hazardous waste. The City is required to remove and dispose of the impacted media prior to construction initiation.

This Ordinance authorizes Eagle Construction & Environmental Services, L.P. to provide mechanical equipment and qualified personnel to perform removal, transportation and disposal of contaminated soil and materials. Eagle will also provide traffic and dust control measures as well as site security. It is estimated that approximately 10,000 cubic yards of impacted material will be removed and disposed of according to regulations.

Project construction is ongoing and anticipated to be completed by October 2005.

As of January 30, 2004, \$390,516.04 has been expended for services provided under this Professional Services Agreement.

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 not included in the FY04-09 Capital Improvement Budget. Funds in the amount of \$165,337.25 are available from the engineering contingency account and are authorized payable to Eagle Construction & Environmental Services, L.P. for environmental remediation services.

COORDINATION

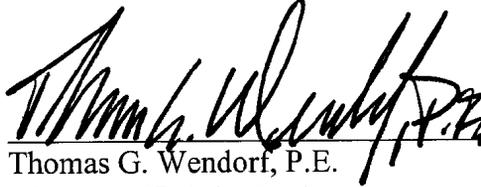
This request for ordinance has been coordinated with the Office of Management and Budget, and the Finance and Environmental Services Departments.

SUPPLEMENTARY COMMENTS

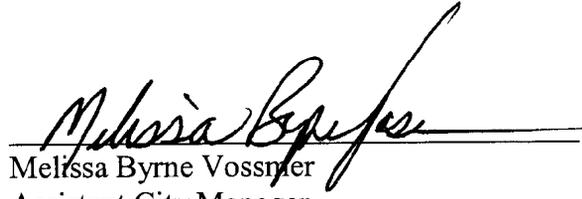
The Discretionary Contract Disclosure Form required by the Ethics Ordinance is attached.

ATTACHMENTS

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

 1/23/04

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



Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager



June 10, 2003

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

**Re: Project No. 04-31-0053 - City Public Works IDO/IDQ Contract – Mission Trails #2 -
Military Road - Load and Transport Contaminated Soil - 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 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. It is our understanding that the soil is contaminated with hydrocarbons, minor heavy metals and that no other contaminants will be encountered. It is also our understanding that the estimated quantity of the soil is 10,000 c.y.

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 erect 2,000 linear feet of 6' chain link temporary fencing around the site. It is assumed that one (1) 500' X 500' area will be impacted.
- 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 transport and dispose of the tire waste on site.
- Eagle will provide COSA with all disposal documentation upon completion of the project.

Cost Schedule

Line Item	Description	Quantity	Unit Rate	Extension
30.1.3	Mobilization	2.00	\$543.50	\$1,087.00
30.1.5	Demobilization	1.00	\$543.50	\$543.50
30.2.3	Excavation and Loading of Bulk Soils 2,001 to 10,000 Loose Cubic Yards.	9,970.00	\$2.20	\$21,934.00
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.	9,970.00	\$6.53	\$65,104.10
30.5.1	Bulk Disposal of LPST, Class II, or Class III Non-Hazardous Waste	9,970.00	\$4.50	\$44,865.00
30.8.3	Health and Safety Plan	1.00	\$100.00	\$100.00
Add #1	Temporary 6' Chain Link Fencing	1.00	\$4,040.00	\$4,040.00
Add #2	Segregation of Tires	1,140.00	\$8.46	\$9,644.40
Add #3	Safe Tire Disposal	46.56	\$115.00	\$5,354.40
Add #3A	Safe Tire Disposal	78.74	\$82.50	\$6,496.05
Add #4	Traffic Control	10.00	\$150.00	\$1,500.00
Add #5	Transportation of Tires	740.00	\$5.12	\$3,788.80
Add #6	Return Fill to Excavation	400.00	\$2.20	\$880.00
			TOTAL	\$165,337.25

(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.
- All soil will be profiled for approval into the landfill prior to mobilization by Eagle so stockpiling will not be required.
- Rock or water will not be encountered in the excavation.

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.

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: _____

RECEIVED

OCT 17 2003

CITY OF SAN ANTONIO
PUBLIC WORKS CAPITAL PROGRAMS



P.O. BOX 872
EASTLAND, TEXAS 76448-0872
PHONE (254) 629-1718
FAX (254) 629-8625

INVOICE 29

2003 OCT 21 10:11 AM	Invoice Date	Customer ID	Invoice ID
	8/31/2003	CIT021-06	46042
	Project #	Work Order	
	04-31-0053		



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

REMIT TO:
Eagle Construction & Environmental, LP
P.O. Box 872
Eastland, Tx 76448
ABA No. 111921751 Account No. 22905910
Tax ID# 74-2366144

Date of Service: August 2003	Contact at Eagle Construction & Environmental
Type of Service: Transportation and Disposal	Linda Nelson 254-629-1718 Ext 250
Job Location: Mission Trails #2	
Authorized By: John Cantu	

Item	Description	Amount
	Excavation, transportation and disposal of construction debris from Mission Trails #2 in San Antonio, Texas.	
30.1.3	Mobilization Event	2.00 \$543.50 \$1,087.00
30.1.5	Demobilization Event	1.00 \$543.50 \$543.50
30.2.3	Excavation Cy	9,970.00 \$2.20 \$21,934.00
30.4.1	Transportation Cy	9,970.00 \$6.53 \$65,104.10
30.5.1	Disposal of Class II nonhazardous soil Cy	9970.00 \$4.50 \$44,865.00
30.8.3	Health and Safety Plan Ea	1.00 \$100.00 \$100.00
Add #1	Temporary 6' Chain Link Fencing Ls	1.00 \$4,040.00 \$4,040.00
Add #2	Segregation of Tires Cy	1,140.00 \$8.46 \$9,644.40
Add #3	Safe Tire Disposal Ton	46.56 \$115.00 \$5,354.40
Add #3A	Safe Tire Disposal Ton	78.74 \$82.50 \$6,496.05
Add #4	Traffic Control Day	10.00 \$150.00 \$1,500.00
Add #5	Transportation of Tires Cy	740.00 \$5.12 \$3,788.80
Add #6	Return fill to Excavation Cy	400.00 \$2.20 \$880.00

Amount Billed	\$165,337.25
Total Tax	
Retainage Held	

DATE DUE: 9/10/2003

Amount Due \$ 165,337.25

REVIEWED BY ENVIRONMENTAL
MANAGEMENT DIVISION JER
APPROVAL DATE 10/13/03
FORWARD TO Dean Bayer (Capital Programs)
X J.E.C.
40-002082

MISSION TRAILS PACKAGE #2



Hike & Bike Trails
Trailmarkers Only
Utilize Existing Trails Rebuilt with SARID
Streets with Bike Lanes



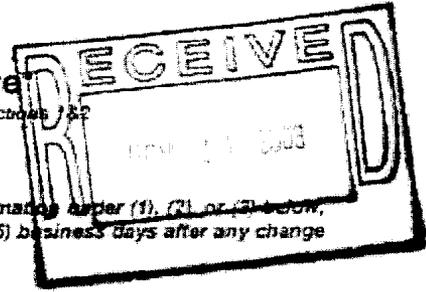
CITY OF SAN ANTONIO
Department of Public Works
CAPITAL PROGRAMS DIVISION



Scale: Not to Scale

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see City of San Antonio Ethics Code, Part C, 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;

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.