

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

CONSENT AGENDA
ITEM NO. 8

TO: Mayor and City Council

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

THROUGH: J. Rolando Bono, Interim City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Peter Zanoni; Milo D. Nitschke; and file

SUBJECT: Laddie Place Regional Storm Water Facility, Phase I

DATE: October 14, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance amends the professional services agreement in the amount of \$65,370 for additional professional engineering services, payable to Post, Buckley, Schuh & Jernigan, Inc., dba PBS&J in connection with the Laddie Place Regional Storm Water Facility, Phase I project, an authorized 2003 Storm Water Revenue Bond funded project located in Council District 1.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

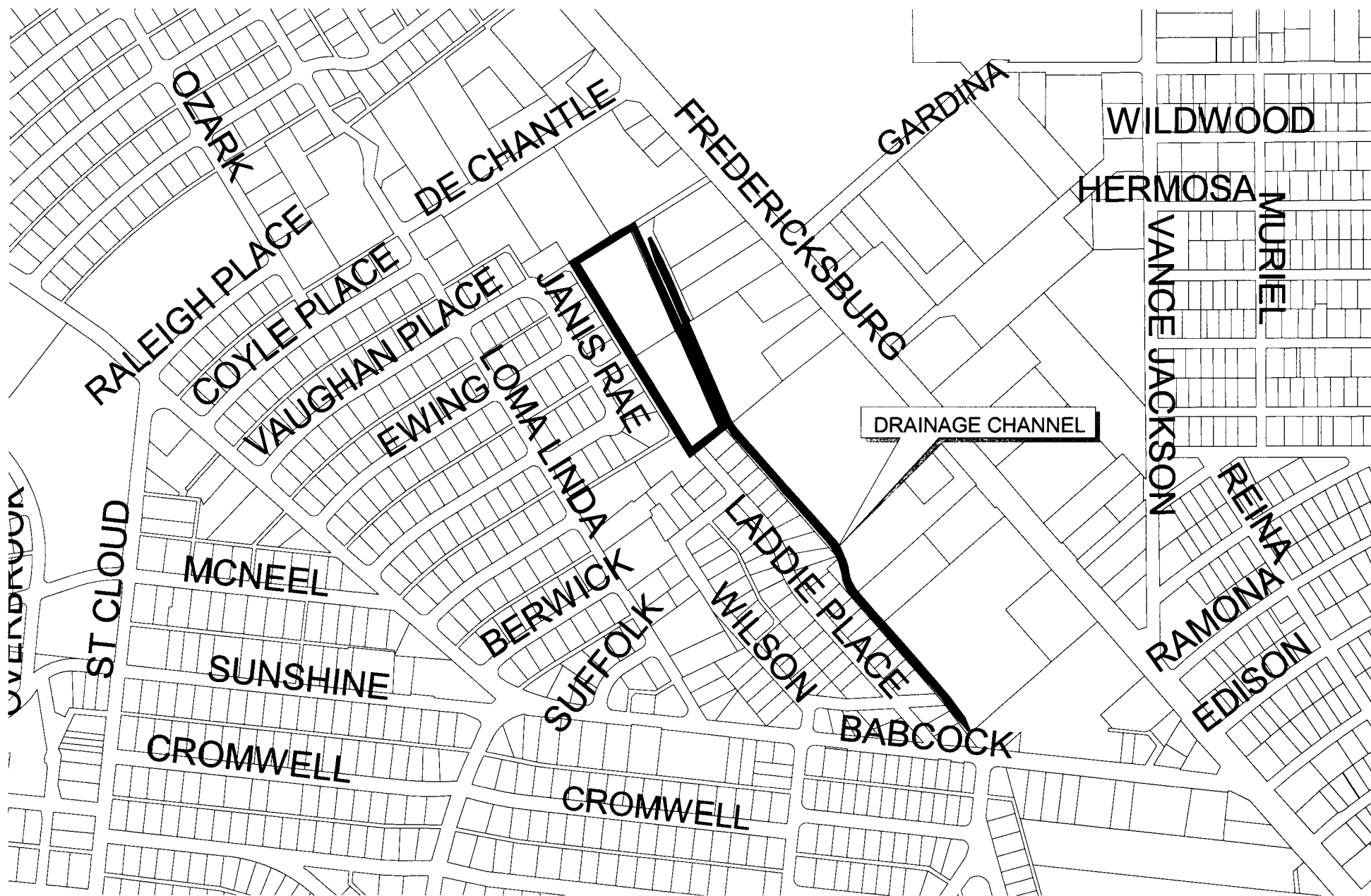
This project will include the construction of a Regional Storm Water Facility (detention pond) and underground storm drains for the conveyance and collection of storm water run-off. Project construction is estimated to begin in October 2005 and to be completed in November 2006.

This ordinance will amend the professional services agreement and authorize funds in the amount of \$65,370 payable to Post, Buckley, Schuh & Jernigan, Inc., dba PBS&J for additional design services. Structural analysis of the existing drainage channel adjacent to the proposed facility and continuing to the Kampman Tunnel inlet at Babcock Road indicated that the channel is in very poor condition, and that the channel should be reconstructed. These additional services will include necessary plan revisions for the reconstruction of this concrete channel as indicated in the consultant's proposal, included herein as Attachment 2.

This professional services agreement was approved by City Ordinance Number 98983, on March 25, 2004, and initially authorized \$384,300 for engineering services in connection with this project. This ordinance will increase the total authorized for this professional services agreement to \$449,670.

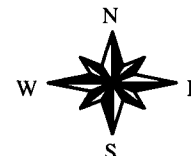
POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved 2003 Storm Water Revenue Bond projects.



CITY OF SAN ANTONIO
Department of Public Works
Capital Programs Division

LADDIE PLACE RSWF - PHASE 1





An employee-owned company

September 13, 2004

Mr. Dale Keller, P.E.
City of San Antonio
Municipal Plaza Bldg.
114 W. Commerce St., 5th fl.
San Antonio, Texas 78205

Re: City of San Antonio Laddie Place Regional Storm Water Facility – Letter Fee Proposal
for Channel Replacement – **PBS&J Project Number 710009.00**

Dear Mr. Keller:

On July 8, 2004 PBS&J presented the findings of the Phase A report regarding the Laddie Place Regional Storm Water Facility (RSWF) project. A part of the Phase A analysis included a structural assessment of the existing concrete lined channel running adjacent to the proposed Laddie Place facility and continuing to the Kampman Tunnel inlet at Babcock Road. The report outlined the structural condition of the channel and made recommendations for the channel rehabilitation. The assessment indicated that the existing channel is in very poor condition and a recommendation was made to remove and replace the channel in its entirety. If cost was a factor in the construction of the facility, then it was recommended that, at a minimum, the segment of the channel adjacent to the proposed Laddie Place RSWF be removed and replaced. The hydraulic analysis of the Laddie Place RSWF also indicated that this channel experiences significant flows with supercritical velocities that enhance the potential for channel failure.

At the conclusion of the Phase A meeting CoSA staff requested PBS&J to prepare a letter fee proposal for design services to design the proposed channel improvements. This letter is being submitted as the fee proposal for the design work. The fee proposal outlines two options for the CoSA to review. The first option sets a design fee for looking at removal and replacement design costs for the upper section of the channel directly adjacent to the proposed Laddie Place RSWF project construction. The second option sets a design fee for designing the removal and replacement of the channel in its entirety from the Mall Tunnel outlet to the Kampman Tunnel inlet. The fee proposal also includes structural costs for channel transitional elements in both option 1 and option 2 as well as structural costs for the design of retaining structures adjacent to the existing apartment complex at the southern boundary of the channel.

July 16, 2004
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**Liddle Place RSWF - Existing Channel Removal/Replacement Design Fee Cost
Based On Engineers Opinion of Probable Cost**

Option 1

Channel Removal/Replacement from the Mall Tunnel Outlet to the Proposed Liddle Place Discharge Pipe Outlet

Item	Unit	From	Quantity	Unit Price	Cost
R-O-W Preparation	%	CoSA	4%		\$ 13,050
Mobilization	%	CoSA	11%		\$ 35,890
Insurance and Bond	%	CoSA	3%		\$ 9,790
Remove existing concrete riprap	SF	CoSA	42,642	\$ 1.85	\$ 78,890
Embankment	CY	CoSA	5,042	\$ 4.01	\$ 20,220
Concrete riprap (6in)	SY	CoSA	5,879	\$ 40	\$ 227,160
Sub Total					\$ 385,000
8.9% Design Fee					\$ 34,270
Subtract Phase A Fee (30%)					\$ (10,280)
Design Fee Sub Total					\$ 23,990 6.23%

Option 2

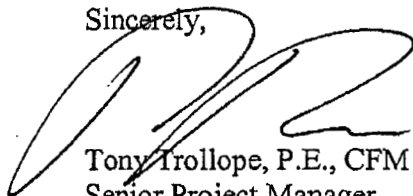
Channel Removal/Replacement for Entire Channel Length from the Mall Tunnel Outlet to the Kampman Tunnel Inlet

Item	Unit	From	Quantity	Unit Price	Cost
R-O-W Preparation	%	CoSA	4%		\$ 34,210
Mobilization	%	CoSA	11%		\$ 94,070
Insurance and Bond	%	CoSA	3%		\$ 25,680
Remove existing concrete riprap	SF	CoSA	85,635	\$ 1.85	\$ 158,420
Embankment	CY	CoSA	10,125	\$ 4.01	\$ 40,600
Retaining Wall at Apartment Complex	LS	JQ	1	\$200,000	\$ 200,000
Concrete riprap (6in)	SY	CoSA	11,405	\$ 40	\$ 456,200
Sub Total					\$ 1,008,180
8.9% Design Fee					\$ 89,820
Subtract Phase A Fee (30%)					\$ (26,950)
Design Fee Sub Total					\$ 62,870 6.23%

Traffic Control Plan	LS		1	\$ 2,500	\$ 2,500
Option 2 - Design Fee Total					\$ 65,370

PBS&J looks forward to your review of these two options and will be ready to perform either option once we receive your approval. Please call me at your earliest convenience if you have any questions regarding this information.

Sincerely,



Tony Trollope, P.E., CFM
Senior Project Manager
PBS&J

cc: Duke Altman - PBS&J
John German - PBS&J
Keith Pyron - PBS&J

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:

N/A

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

PBS&J

and the name of:

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

Jaster-Quintanilla San Antonio, LLP, Arias and Associates, Inc.; Garcia and Wright Consulting Engineers, Inc; and Ximenes & Associates

and the name of:

(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;

N/A

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.

- (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.

N/A


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:
Mayor Ed Garza	\$150.00	May 2003
Councilmember Patti Radle	\$165.00	May 2003 (\$75.00), February 2004 (\$90.00)
Councilmember Joel Williams	\$150.00	May 2003 (\$75.00), July 2004 (\$75.00)
Councilmember Chip Haass	\$150.00	May 2003 (\$75.00) August 2004 (\$75.00)
Councilmember Roger Flores, Jr.	\$150.00	May 2003 (\$75.00) August 2004 (\$75.00)

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: John L. German, P.E.	Title: Vice President/District Director Company: PBS&J	Date: September 28, 2004

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.