

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

CONSENT AGENDA

ITEM NO. 21

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; File

SUBJECT: Military Ditch #65

DATE: December 12, 2002

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes work under an existing Environmental Professional Service Consulting Contract in the amount of \$16,545.00 to be performed by Drash Consulting Engineers, Inc., a non-MBE firm, by Ordinance No. 95384, dated February 28, 2002, in connection with the Military Ditch #65 project, a 1999 General Obligation (G.O.) Drainage Improvement Bond funded project, located in Council District 4.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The site is a drainage improvement project to Six-Mile Creek main channel from the north side of Zarzamora to Wagner. The existing drainage channel is to be widened, deepened, and lined with concrete to a maximum depth of 15 feet below grade. Currently the project is in the preliminary design phase. The City of San Antonio is interested in investigating whether past activities in the vicinity of the project site have potentially impacted the property. The potential environmental concern was recently identified by a Phase I Environmental Site Assessment.

This ordinance will provide services for a Phase II Subsurface Investigation involving five (5) borings and the installation of one or more monitoring wells in order to determine if there are environmental impacts in the projected work areas. Samples will be collected and analyzed. In addition, selected samples will be collected from the area in the vicinity of the City Public Service transformer oil spill. This assessment will identify the presence or absence of impacts to subsurface soil and groundwater at the site.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to construct previously approved 1999 G. O. Drainage Improvement Bond funded Capital Improvement Projects.

FISCAL IMPACT

Funds in the amount of \$16,545.00 are available from 1999 G. O. Drainage Improvement Bond and authorized payable to Drash Consulting Engineers, Inc.

COORDINATION

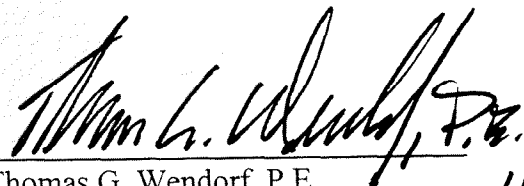
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

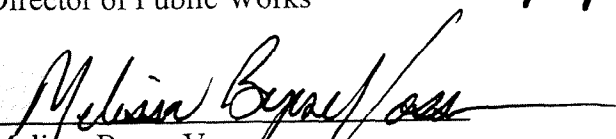
SUPPLEMENTARY COMMENTS

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

ATTACHMENTS

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


Thomas G. Wendorf, P.E.
Director of Public Works 11/21/02


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager



Drash
Consulting
Engineers, Inc.

Geotechnical • Construction Materials Testing • Environmental

2002 NOV 14 PM 5:51

FINAL

Copy

August 12, 2002

Mr. Michael M. Montesano
City of San Antonio
Environmental Services Division
1920 Grandstand
San Antonio, Texas 78238

Revised PROPOSAL
Phase II Environmental Site Assessment
Military Ditch # 65
San Antonio, Texas
DCE Proposal N^o H021157-A

Dear Mr. Montesano:

Drash Consulting Engineers (DCE) is pleased to submit this *revised* proposal for conducting a Phase II Environmental Site Assessment (ESA) for the above referenced project. The following sections present our proposed scope of work, time and cost information, and procedures for authorization to perform these services.

PROJECT INFORMATION

The site is a drainage improvement project to the Six Mile Creek main channel from the north side of Zarzamora to Wagner. According to the information provided, the existing drainage channel is to be widened, deepened, and lined with concrete to a maximum depth of 15 feet below grade. Currently the project is in the preliminary design phase.

We understand that the City of San Antonio is interested in investigating whether past activities in the vicinity of the project site have potentially impacted the property. Based on recommendations contained in a Phase I Environmental Site Assessment previously conducted by another firm, a Phase II Environmental Site Assessment was recommended.

This proposal outlines our services for a Phase II Subsurface Investigation involving five borings and the installation of one or more monitoring wells in order to determine if there are environmental impacts in the projected work areas. Samples will be analyzed for Total Petroleum Hydrocarbons (TPH), Volatile Organic Compounds (VOCs), and RCRA 8 Metals. In addition, selected samples collected from the area in the vicinity of the City Public Service transformer oil spill will also be tested for Polychlorinated Biphenyls (PCBs).

San Antonio
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(210) 641-2112 • (800) 332-1728 • Fax: (210) 641-2124

E-Mail: drash@drashce.com

Brownsville • Harlingen • Laredo • Pharr • San Antonio

SCOPE OF SERVICES

The purpose of the assessment is to identify the presence or absence of impacts to subsurface soil and groundwater at the site. In order to assess the potential environmental concerns to the project area, we propose conducting the scope of work outlined below:

- Five soil borings will be advanced using a drill rig to a depth of up to 20 feet. Three of the borings will be placed in close proximity to SW Military Drive and two borings upstream along the proposed project limits. Soil cutting will be placed in 55-gallon drums and transported to a COSA designated facility.
- One of the soil borings will be converted to a temporary monitoring well for the collection of groundwater samples. The locations of the borings and monitoring well will be selected after consultation with the City of San Antonio project manager. (Additional monitoring wells may be installed at the client's request as discussed in the *Alternative Scope Of Services* section below).
- A DCE representative will collect and describe samples from each boring. If encountered, groundwater will be collected from the three monitoring wells in the vicinity of S.W. Military Drive. All samples will be placed in the appropriately preserved containers specified for the analytical method to be performed, properly stored on ice, and transported to an environmental laboratory.
- Samples will be screened in the field for organic vapors using a Photo-ionization Detector (PID). In addition, DCE will screen the borings in the field for potentially explosive conditions with an explosimeter. Based on boring location, soil core observations, and field screening results, selected soils will be analyzed at a laboratory for Total Petroleum Hydrocarbons (TPH), Volatile Organic Compounds (VOCs), and RCRA 8 Metals. In addition, the near-surface samples collected from the area in the vicinity of the City Public Service transformer oil spill will be tested for Polychlorinated Biphenyls (PCBs). Laboratory testing will be conducted using approved Environmental Protection Agency (EPA) and Texas Natural Resource Conservation Commission (TNRCC) methods, and will include the applicable quality control indicators.

It is anticipated that three soil samples will be selected from each of the borings for laboratory analysis based on location, depth, soil core observations and field screening results. In addition, groundwater, if encountered, will be collected and analyzed from the three borings in the vicinity of S.W. Military. The samples will be analyzed as follows:

- Two borings: VOCs with MTBE, and RCRA-8 Metals,
- The three borings near S.W. Military: TPH, VOCs with MTBE, and RCRA-8 Metals. The near surface samples (0 – 2 ft) will also be analyzed for PCBs.

- Waste Characterization: Depending on the results of samples from the soil borings, it may be necessary to analyze excavated materials generated during the course of this project. If required for disposal, the soil stockpile(s) will be analyzed for TCLP-Complete (no pesticides or herbicides), Reactivity, Corrosivity, and Ignitability (RCI), and TPH. DCE will collect representative sample(s) of material to be disposed for laboratory analysis as required.
- Alternative Scope Of Services: If requested, three of the soil borings will be converted to two temporary and one permanent monitoring wells for the collection of groundwater samples. The borings for the monitoring wells will be completed using a hollow-stem auger drilling rig. The locations of the monitoring wells will be selected after consultation with the City of San Antonio project manager.
- A report will be prepared summarizing our findings. The report will include background information, a discussion of field screening and laboratory results, visual observations, and our conclusions.

TIME AND COST INFORMATION

We estimate that the services described in this proposal can be completed within four weeks following authorization to proceed. The estimated costs for completion of this Limited Phase II ESA are based on the costs of completing the work as indicated below:

COST OF SCOPE OF SERVICES

Project Management (4 hrs @ \$85.00/hr)	\$340.00
Drilling (Hollow-stem Drill Rig and operator 1 days @ \$1,750.00/day)	\$1,750.00
Mobilization (1 days @ \$75.00/day)	\$75.00
DCE Field Personnel (field staff scientists, 1 days, 10 hrs/day @ \$70.00/hr)	\$700.00
Supplies and Miscellaneous Expenses	\$85.00
Laboratory Analysis:	
TPH (12 @ \$65.00/ea.)	\$780.00
VOCs (18 @ \$160.00/ea.)	\$2,880.00
RCRA 8 Metals (18 @ \$185.00/ea.)	\$3,330.00
PCBs (3 @ \$115.00/ea.)	\$345.00
Temporary Monitoring Well (1 @ \$1,000.00/ea.)	\$1,000.00
Field Screening Equipment/PID & LEL (1 days @ \$75.00/day)	\$75.00
Drums (5 @ \$50.00 ea.)* ¹	\$250.00
Waste Characterization* ²	
TCLP Complete (no pest/herbs) (1 @ \$740.00)	\$740.00
RCI (1 @ \$130.00)	\$130.00

TPH (1 @ \$65.00)	\$65.00
Report Preparation	\$1,000.00
Total	\$13,545.00

COST OF ALTERNATIVE SCOPE OF SERVICES

Permanent Monitoring Well (1 @ \$1,100.00/ea.)	\$1,100.00
Additional Temp. Monitoring Well (1 @ \$1,000.00/ea.)	\$1,000.00
Removal / Plugging of Monitoring Wells (3 @ \$300/ea.)	\$900.00
Sub Total	\$3,000.00
Total Project Cost with Alternative Services	\$16,545.00

Notes:

- (1) DCE will transport drums of soil cuttings to COSA designated facility at no additional charge.
- (2) Actual number of samples and laboratory analytical parameters needed for waste characterization could vary depending upon amount of soil generated, test result of soil borings, and landfill requirements.

The total estimated cost for completion of this project is \$13,545.00, plus \$3,000.00 for the Alternative Scope if requested. The total cost will be invoiced on a time and materials basis. If laboratory analysis determines soil cutting to be hazardous, disposal costs may be incurred. The cost for the disposal of the drums containing soil cuttings is not included in this proposal. We will initiate our work upon your authorization to proceed.

INDEMNIFICATION AND LIMITATION OF LIABILITY

DRASH CONSULTING ENGINEERS, INC. (DCE) AGREES TO INDEMNIFY AND HOLD CITY OF SAN ANTONIO (CLIENT) HARMLESS FROM ANY DAMAGE, LIABILITY OR COST TO THE EXTENT CAUSED BY DCE'S NEGLIGENT ACTS, ERRORS OR OMISSIONS IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT AND ANYONE FOR WHOM DCE IS LEGALLY LIABLE.

CLIENT AGREES TO INDEMNIFY AND HOLD DCE HARMLESS FROM ANY DAMAGE, LIABILITY OR COSTS TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS AND ANYONE FOR WHO CLIENT IS LEGALLY LIABLE AND ARISING FROM THE PROJECT THAT IS THE SUBJECT OF THIS AGREEMENT.

IN RECOGNITION OF THE FEE THAT DCE WILL RECEIVE FOR THIS PROJECT RELATIVE TO THE OVERALL ECONOMIC VALUE OF THE PROJECT, THE CLIENT AGREES TO LIMIT DCE'S PROJECT RISK SUCH THAT DCE'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, EXPENSES, DAMAGES OR CLAIM EXPENSE FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED OUR FEE.

APPROVAL

A duplicate original of this proposal is attached. If the fee, scope and conditions outlined in this proposal are acceptable to you, please sign and return these duplicates to our office for final execution. Partial or full invoices will be issued and will be due within 30 days of receipt. Interest will be charged at a rate of one and one-half (1½) percent per month on invoice balances exceeding 30 days.

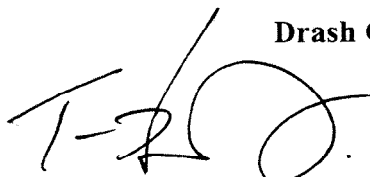
A distribution sheet has also been attached to expedite report distribution and project correspondence to the required project participants. Please complete this document and return it with the signed proposals.

This proposal is valid for a period of 90 days from the date of this proposal. After this date, our proposal may need to be revised to reflect any change in project scope and fee.

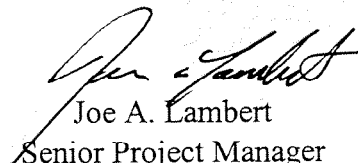
We look forward to working with you on this project. Please contact us if you have any questions concerning these services or require adjustments to our approach or schedule.

Very truly yours,

Drash Consulting Engineers, Inc.



Tomas Hernandez, Jr.
Project Geologist
Environmental Division



Joe A. Lambert
Senior Project Manager
Environmental Division

TH/JAL/th - H021157A

Executed this _____ day of _____, 2002 between the following:

Drash Consulting Engineers, Inc.

Client

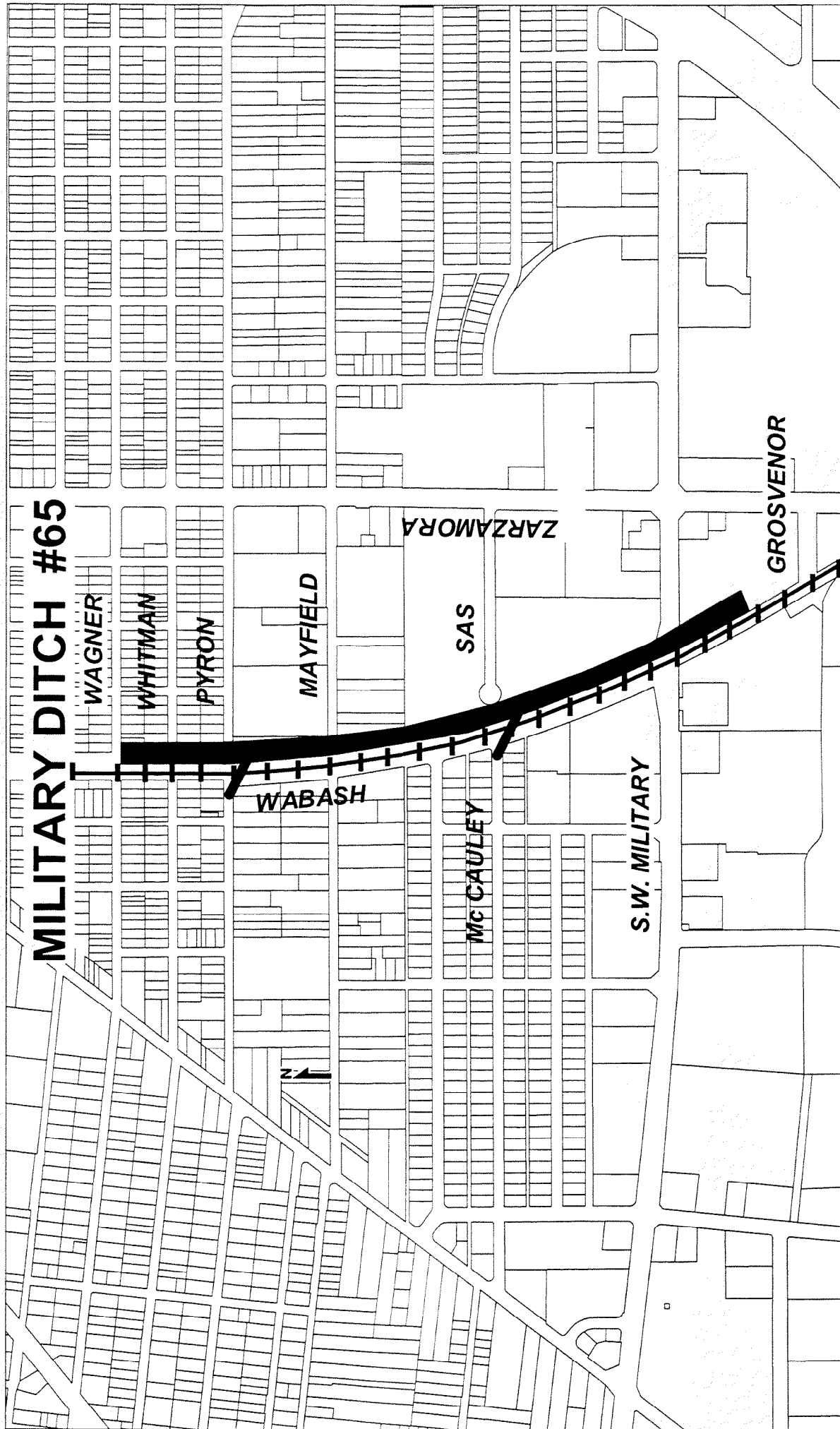
Jill M. Drash
President

(Client or Company Name)

(Signature)

(Typed or Printed Name)

(Title)



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:

Jill M. Drash, Drash Consulting Engineers, Inc.
Chester J. Drash, Jr., P.E., Drash Consulting Engineers, Inc.

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

NA

and the name of:

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

NA

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;

NA

(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.

NA

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

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.

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.

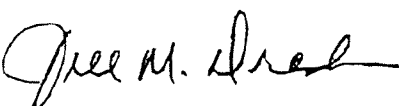
** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

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:
Tim Bannwolf	\$500.00	November 2000
Enrique Martin	\$100.00	December 2000
Bobby Perez	\$250.00	January 2001
Ed Garza	\$250.00	March 2001
Bonnie Carter	\$210.00	March 2001
Tim Bannwolf	\$500.00	March 2001
David Carpenter	\$250.00	March 2001
Ed Garza	\$250.00	March 2001
Tim Bannwolf	\$390.00	April 2001
Bobby Perez	\$200.00	April 2001
Enrique Barrera	\$200.00	April 2001
Bonnie Carter	\$70.00	July 2002
Carroll Schubert	\$70.00	July 2002
Bobby Perez	\$70.00	August 2002

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: President Company: Drash Consulting Engineers, Inc.	Date: November 19, 2002

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.