

**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: Houston Street from Pine to Walters

DATE: January 16, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes work under an existing Environmental Professional Service Consulting Contract in the amount of \$15,394.00, to be performed by Drash Consulting Engineers, Inc., a non-MBE firm, by Ordinance No. 95384, dated February 28, 2002, in connection with the Houston Street from Pine to Walters project, an authorized 1999 General Obligation (G.O.) Street Bond project located in Council District 2.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

A supplemental Phase II Environmental Investigation will be performed to determine the extent of contamination noted in the previous Phase II investigation, conducted by URS Radian, prior to commencement of a street reconstruction project. The supplemental investigation will assess both soil and groundwater impacts associated with the two areas of concern (AOC) along the proposed construction route. The areas of concern include a former gasoline station and metal industrial facility within the project limits. The purpose of this investigation is to delineate the extent of the contamination and to determine specific health and safety measures as well as special handling procedures during construction.

The project site is located on East Houston Street from North Pine to North Walters. The Houston from Pine to Walters project provides for the reconstruction of existing 2-lane roadway to 3 lanes with a reversible center turn lane, curbs, 4-foot sidewalks 2 feet off the curb, and drainage.

POLICY ANALYSIS

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

FISCAL IMPACT

Funds in the amount of \$15,394.00 are available from 2001 Certificates of Obligation and authorized payable to Drash Consulting Engineers, Inc.

COORDINATION

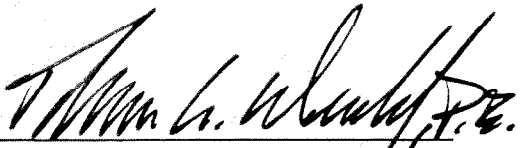
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

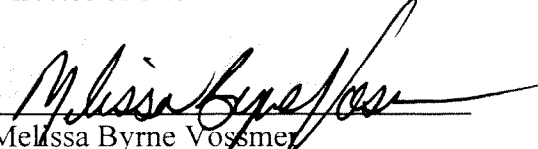
SUPPLEMENTARY COMMENTS

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
12/19/02


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager



Drash
Consulting
Engineers, Inc.

Geotechnical • Construction Materials Testing • Environmental

September 30, 2002

PROPOSAL-Revised

Environmental Consulting Services
Limited Phase II ESA
East Houston Street:
North Pine to Walters
San Antonio, Texas
DCE Proposal N^o H021211

Mr. John E. Cantu, E.I.T.
City of San Antonio
Environmental Services Division
1920 Grandstand
San Antonio, Texas 78238

Dear Mr. Cantu:

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

PROJECT INFORMATION

The project site is located on East Houston Street from North Pine to North Walters in San Antonio, Texas. This project is intended to update and supplement a subsurface investigation conducted by URS Radian prior to commencement of a street reconstruction project. The project involves assessing soil and, if encountered, groundwater contamination associated with two areas of concern (AOC) along the proposed construction route. This proposal outlines our services for a Limited Phase II ESA.

SCOPE OF SERVICES

The purpose of the assessment is to identify the presence or absence of impacts to subsurface soil (and, if present, groundwater), as a result of historic activities at neighboring facilities along the proposed construction route. In order to assess the potential environmental impact at this site, we propose conducting a limited subsurface assessment. Our scope of work is outlined below:

- Prior to conducting drilling activities, DCE will conduct standard underground utility/line clearance by calling *Texas One Call* and/or *DigTess* and the other identified entities, such as CPS and SAWS. DCE will consult with the CoSA Project Coordinator regarding the boring locations and visit the site in order to mark the places with bright orange paint. A DCE representative familiar with the drilling plan will meet at the site with any organization that calls with concerns regarding the locations to be perforated or potential buried utilities that could be affected.

San Antonio
4926 Research Drive • San Antonio, Texas 78240
P.O. Box 781208 • San Antonio, Texas 78278-1208
(210) 641-2112 • (800) 332-1726 • Fax: (210) 641-2124

E-Mail: drash@drashcoe.com

Brownsville • Harlingen • Laredo • Pharr • San Antonio

- DCE will file the appropriate paperwork with the City in order to obtain a *Street Cut Permit*. Included in the submittal will be proof of insurance and a bond for the amounts required. It is our understanding the CoSA will seek a waiver for the Street Cut Permit fee, and this expense is not included in our cost schedule.
- DCE will provide traffic control for the drilling operations that will include signs for both directions of traffic, bright orange cones, and a flagman for the lane of traffic where construction is to occur.
- A total of ten soil borings will be drilled using a rotary rig to a depth of up to 12 feet in selected locations along the proposed constructing route. Six borings will be drilled in the area designated as AOC 1 and four borings will be drilled in the area designated as AOC 2. The client or the client's designated representative will coordinate with DCE to establish the exact location and sampling parameters for each boring.
- A DCE representative will collect and describe soil samples from each boring. If groundwater is present, samples of the groundwater will be collected from the open boring and the analyses will be assigned based on the specific AOC requirements. All samples will be properly stored and transported to an environmental laboratory.
- Three soil samples will be collected from each boring in AOC 1. These samples will be analyzed for RCRA-8 metals. Should the analyses indicate that the total concentration exceeds 20 times (in mg/Kg) the TCLP regulatory concentration (in mg/L) for any of the RCRA-8 metals, a TCLP analysis will be submitted for the particular metal.
- Two samples will be collected from each soil boring in AOC 2. These samples will be analyzed for Benzene, Toluene, Ethylbenzene, and Xylene (BTEX), Methyl-Tertiary Butyl Ether (MTBE), total petroleum hydrocarbons (TPH), and Total Lead (T-Pb). Should the analyses indicate that the total concentration exceeds 20 times (in mg/Kg) the TCLP regulatory concentration (in mg/L) for any T-Pb sample, a TCLP-Pb analysis will be submitted for the particular sample. The client or the client's designated representative will review the data before any additional analyses (i.e. TCLP) are submitted.
- Samples will be screened in the field for organic vapors using a photoionization detector (PID). Laboratory testing will be conducted using approved Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) methods, and will include the applicable quality control indicators.
- A report will be prepared to summarize our findings. The report will include a background information summary, a discussion of the laboratory results, visual observations, and our conclusions.

TIME AND COST INFORMATION

We estimate that the services described in this proposal can be completed within three 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:

Project Management (4 hrs @ \$85.00/hr)	\$340.00
Underground Utility/Line Locate (3 hrs @ \$60.00/hr.)	\$180.00
Street Cut Permit (Insurance & Bonding)* 10 borings @ \$150.00/hole	\$1,500.00
Traffic Control:	
Signs & Cones (2 days @ \$75.00/day)	\$150.00
Flagman 1 man, (2 days, 10 hrs/day @ \$38.50 / hr)	\$770.00
Drill Rig and Operating Crew (2 days @ \$1750.00/day)	\$3,500.00
Mobilization/Demobilization	\$115.00
Soil Drums (20 @ \$50.00/ea.)	\$1000.00
Decontamination (2 days @ \$100.00/day)	\$200.00
DCE Field Personnel (16 hrs @ \$60.00/hr)	\$960.00
Supplies and Miscellaneous Expenses	\$80.00
Field Screening Equipment 2 days @ \$75.00/day)	\$150.00
Laboratory Analysis:	
TPH (8 @ \$65.00/ea.)	\$520.00
BTEX & MTBE (8 @ \$64.00/ea.)	\$512.00
T-Pb (8 @ \$44.00/ea.)	\$352.00
RCRA -8 Metals (18 @ \$185.00/ea.)	\$3,330.00
Additional Analyses (if required)	
TCLP-Pb (3 @ \$115.00/ea.)	\$345.00
TCLP-8 Metals (2 @ \$195.00/ea.)	\$390.00
Report Preparation	\$1,000.00
Total	\$15,394.00

* It is our understanding the CoSA will seek a waiver for the Street Cut Permit fee, and this expense is not included in our cost schedule.

The total estimated cost for completion is \$15,394.00 and will be invoiced on a time and materials basis. The above costs do not include analysis of groundwater samples. If groundwater is encountered, additional costs at the above listed unit rates will be added for each groundwater sample analyzed. Should additional analyses be required and approved by the client or the client's designated representative, the costs will be based on the above listed unit rates. If

permanent monitoring wells are requested, they can be installed for an additional cost. If laboratory analysis determines soil cuttings to be hazardous, disposal costs may be incurred. 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

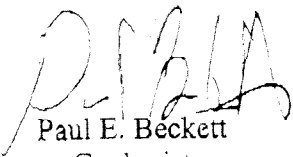
A duplicate original of this proposal is attached. If the fee, scope and conditions outlined in this proposal are acceptable to you, please sign and return these duplicates to our office for final execution. Partial or full invoices will be issued and will be due within 30 days of receipt. Interest will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

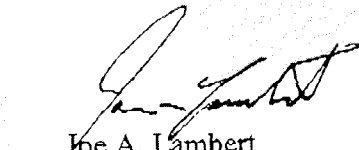
A distribution sheet has also been attached to expedite report distribution and project correspondence to the required project participants. Please complete this document and return it with the signed proposals.

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.


Paul E. Beckett
Geologist
Environmental Division


Joe A. Lambert
Manager
Environmental Division

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

Drash Consulting Engineers, Inc.

Client

Jill M. Drash
President

(Client or Company Name)

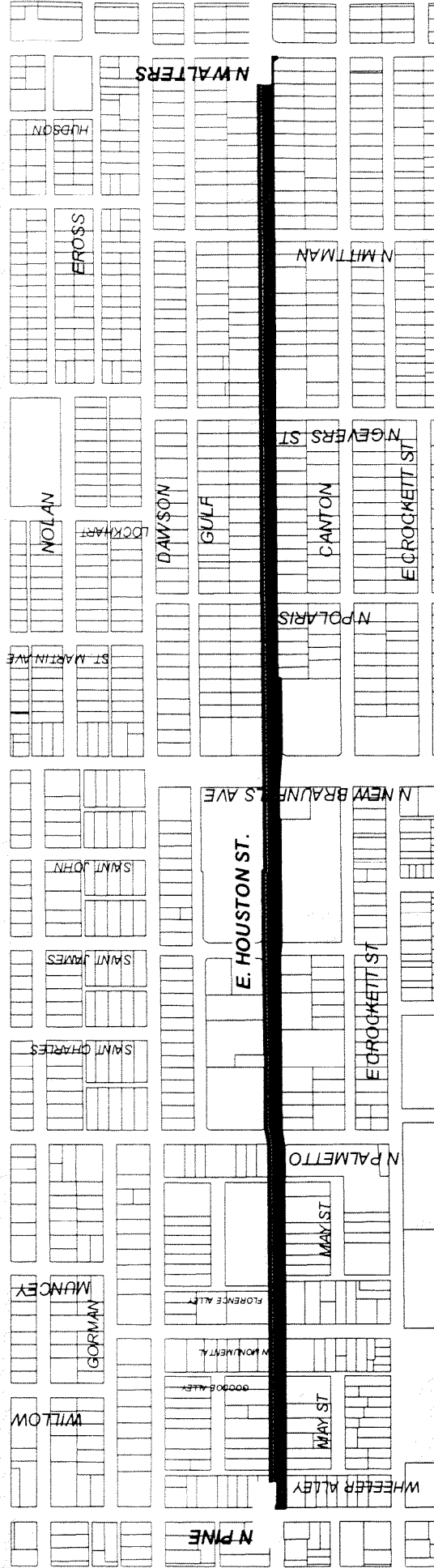
(Signature)

(Typed or Printed Name)

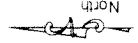
(Title)

PEB/JAL/jal - H021211

E. HOUSTON: N. PINE TO WALTERS



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:

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.

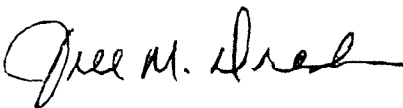
** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

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.