

**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; Dan V. Cardenas; Louis A. Lendman;  
Milo D. Nitschke; File

**SUBJECT:** Military Ditch #65

**DATE:** August 7, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes environmental services under an existing Environmental Professional Service Consulting Contract in the amount of \$4,867.50 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. This project is funded for design only.

The City of San Antonio recently conducted a Phase II Subsurface investigation along the proposed drainage alignment project. Results from this sampling event identified the presence of chlorinated solvents in the shallow groundwater. Consequently, a monitoring well was installed to monitor the groundwater conditions and contaminants.

This ordinance will provide services for the installation of an additional monitoring well and the request for the project site to be re-sampled and analyzed based on the results from the previously conducted subsurface assessment. This assessment will identify the presence or absence of impacts to 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 \$4,867.50 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, Environmental Services Department, and the Finance Department.

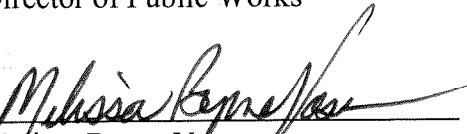
## **SUPPLEMENTARY COMMENTS**

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


## **ATTACHMENTS**

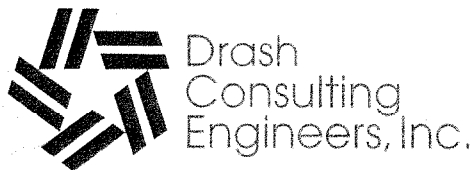
1. Proposal
2. Project Map
3. Discretionary Contract Disclosure

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

  
Melissa Byrne Vossmer  
Assistant City Manager

Approved:

  
Terry M. Brechtel  
City Manager



Drash  
Consulting  
Engineers, Inc.

Geotechnical • Construction Materials Testing • Environmental

May 13, 2003

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

**PROPOSAL**

Environmental Services  
Military Ditch # 65  
San Antonio, Texas  
DCE Proposal N<sup>o</sup> H031136

RECEIVED  
JUN 02 2003  
CITY OF SAN ANTONIO  
PUBLIC WORKS, CAPITAL PROGRAMS

Dear Mr. Montesano:

Drash Consulting Engineers (DCE) is pleased to submit this proposal for conducting additional environmental services 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 project site is a drainage improvement project to the Six Mile Creek main channel from the north side of Zarzamora to Wagner. We understand that 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. Previous Phase II Environmental Site Assessment performed along the drainage channel by DCE involved five borings and the installation of one permanent monitoring well. Samples were analyzed for Total Petroleum Hydrocarbons (TPH), Volatile Organic Compounds (VOCs), and RCRA 8 Metals. A few samples were also tested for Polychlorinated Biphenyls (PCBs).

**SCOPE OF SERVICES**

Based on the results from the previously conducted subsurface assessment, the City of San Antonio has requested that the existing permanent monitoring well at the project site be re-sampled and analyzed, and that an additional well be installed. The purpose of this additional assessment

San Antonio  
4926 Research Drive • San Antonio, Texas 78240  
PO, Box 781208 • San Antonio, Texas 78278-1208  
(210) 641-2112 • (800) 332-1728 • Fax: (210) 641-2124

Email: drash@drashce.com

Brownsville • Harlingen • Laredo • Pharr • San Antonio

determine the extent of the VOC impacts that were detected in the well furthest to the north (#5). In order perform this additional assessment, we propose conducting the scope of work outlined below:

- One additional soil boring will be completed between the previous boring locations #4 and #5 and converted to a permanent monitoring well for the collection of groundwater samples. The precise location of the boring will be determined after consultation with the City of San Antonio project manager.
- A DCE representative will collect and describe soil samples from the boring. Samples will be screened in the field for organic vapors using a Photo-ionization Detector (PID). In addition, DCE will screen the boring in the field for potentially explosive conditions with an explosimeter. The permanent monitoring well will be purged and groundwater will be collected for laboratory analysis. 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.
- Selected soil intervals and the groundwater sample will be analyzed at a laboratory for Volatile Organic Compounds (VOCs). It is anticipated that three soil samples from the boring will be selected for laboratory analysis.
- A report will be prepared summarizing our findings. The report will include background information, a discussion of field screening and laboratory results, visual observations, conclusions and recommendations.

### **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:

## **COST OF SCOPE OF SERVICES**

Project Management (1.5 hrs @ \$85.00 hr)	\$127.50
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 day, 8 hrs/day @ \$70.00/hr)	\$560.00
Supplies and Miscellaneous Expenses	\$40.00
Laboratory Analysis:	
VOCs (4 @ \$160.00/ea.)	\$640.00
Temporary Monitoring Well (1 @ \$1,000.00/ea.)	\$1,000.00
Field Screening Equipment/PID & LEL (1 days @ \$75.00/day)	\$75.00
Drums (2 @ \$50.00 ea.)* <sup>1</sup>	\$100.00
Report Preparation	\$500.00
<b>Total</b>	<b>\$4,867.50</b>

### Notes:

(1) DCE will transport drums of soil cuttings to COSA designated facility at no additional charge.

The total estimated cost for completion of this project is \$4,867.50. 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.

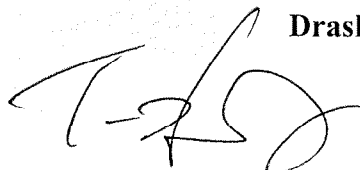
*A distribution sheet has also been attached to expedite report distribution and project correspondence to the required project participants. Please complete this document and return it with the signed proposals.*

*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.*

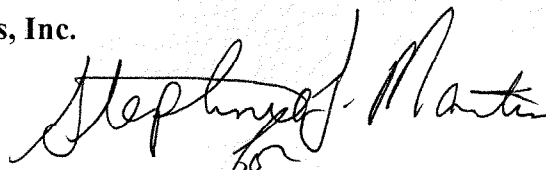
We look forward to working with you on this project. Please contact us if you have any questions concerning these services or require adjustments to our approach or schedule.

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 - H031136-1

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between the following:

**Drash Consulting Engineers, Inc.**

**Client**

\_\_\_\_\_  
Jill M. Drash  
President

\_\_\_\_\_  
(Client or Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

# MILITARY DITCH #65

WAGNER

WHITMAN

PYRON

MAYFIELD

SAS

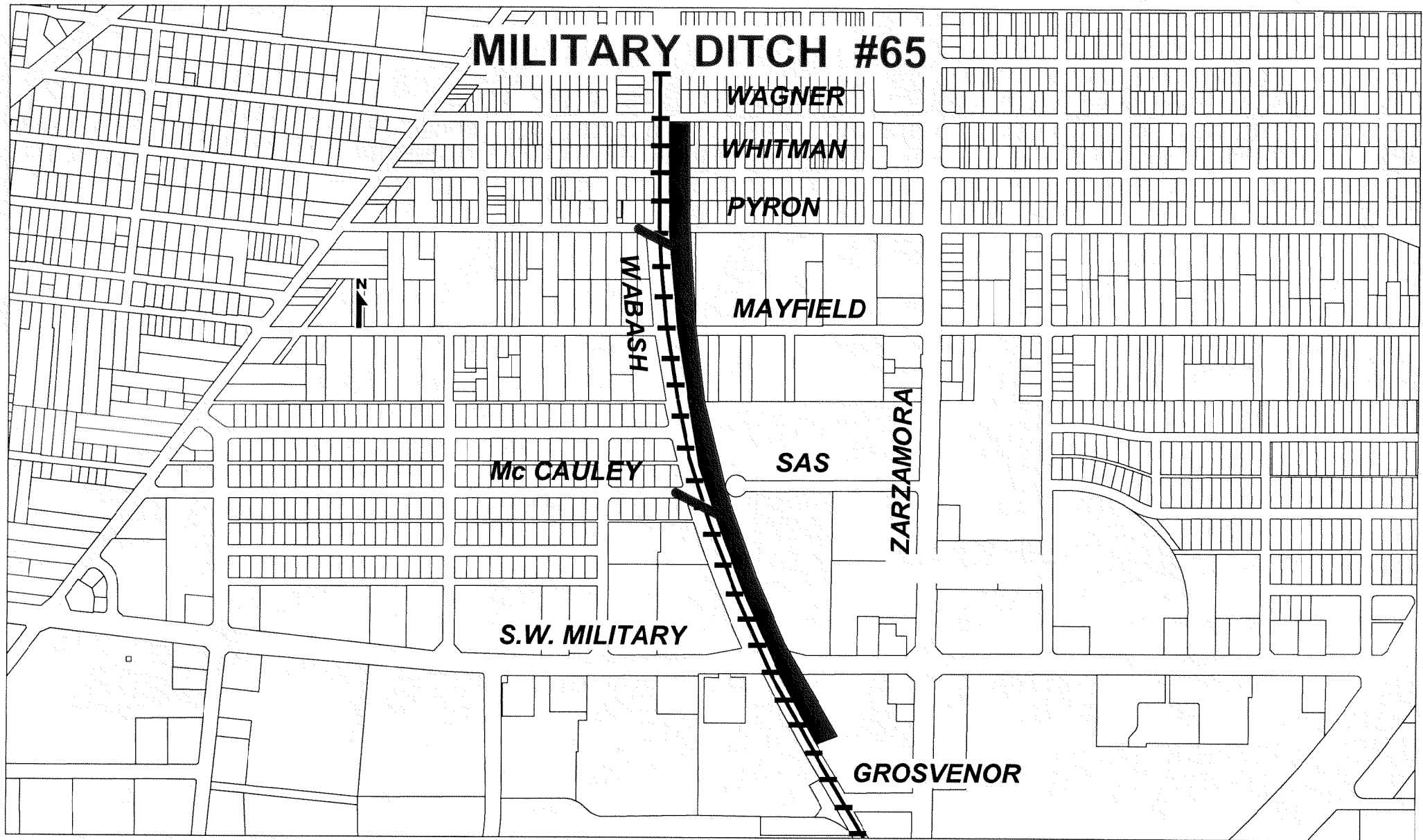
Mc CAULEY

S.W. MILITARY

GROSVENOR

WABASH

ZARZAMORA





JUN. 13. 2003 11:09AM

DRASH CONSULTING ENG.

NO. 6867 P. 2

**City of San Antonio  
Discretionary Contracts Disclosure**

*For use of this form, see City of San Antonio Ethics Code, Part D, Section 1 & 2*

**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 Chester J. Drash, Jr., P.E.
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- (2) The identity of any business entity 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;

NA
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- (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
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- (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
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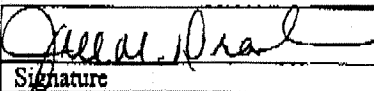
**Political Contributions**

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 member of 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 entity include, but are not limited to, contributions made through the officers, owners, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
Bonnie Carter	\$70.00	July 2002
Carroll Schubert	\$70.00	July 2002
Bobby Perez	\$70.00	August 2002
Louis Rowe	\$250.00	January 2003
Carroll Schubert	\$250.00	April 2003
Carroll Schubert	\$500.00	April 2003
Toni Moorhouse	\$250.00	April 2003
Enrique Barrera	\$250.00	April 2003

**Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city shall disclose any know facts which, reasonably understood, raise a question as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

	6/13/03
Signature	Date

\*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.