

AN ORDINANCE 2008-10-09-0901

AUTHORIZING A \$77,335.00 AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DRASH/TERRACON CONSULTING ENGINEERS FOR ADDITIONAL ENVIRONMENTAL AND ABATEMENT SERVICES WITHIN TERMINALS 1, B AND C AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, on June 29th, 2006, by Ordinance No. 2006-06-29-0757 the City Council authorized a professional services agreement with Drash Consulting Engineers, Inc., to provide materials testing and environmental services for Terminal 2 tenant relocation and selective demolition at San Antonio International Airport (“Original Agreement”); and

WHEREAS, on December 12, 2007, by Ordinance No. 2007-12-13-1302, the City Council approved execution of an amendment to the Original Agreement for additional asbestos monitoring and testing services associated with the selective demolition and renovation at the West end of Terminal 2; and

WHEREAS, there is a need for additional, unanticipated environmental and abatement services for portions of Terminals 1, B and C; and

WHEREAS, Consultant submitted a proposal for the required additional professional services for a fee not to exceed \$77,335.00, and staff has determined the proposal to be fair and reasonable; and

WHEREAS, it is necessary to further amend the Original Agreement to again expand the scope to include the services noted above, and provide for additional compensation; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to execute an amendment to the professional services agreement with Drash Consulting Engineers, Inc., for environmental and abatement services for portions of Terminals 1, B and C at the San Antonio International Airport in connection with Terminal Expansion Project in a form substantially similar to the document set out as Attachment 1 in the net amount of \$77,335.00.

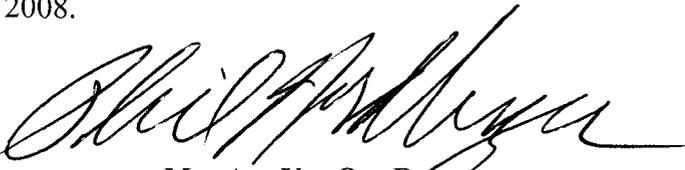
SECTION 2. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00208, NTE - Project 3 - Utilities & Demolition, shall be revised by decreasing SAP WBS Element 33-00208-05-03-02 entitled Jerdon Contingency - Pkg# 3.2, SAP GL account 5406530, by the amount of \$77,335.00.

SECTION 3. The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00208, NTE - Project 3 - Utilities & Demolition, shall be revised by increasing SAP WBS Element 33-00208-05-05-01 entitled P3V1-Abatement Svcs-Drash, SAP GL Account 5201170, by the amount of \$77,335.00 and is authorized to be encumbered and made payable to Drash Consulting Services for environmental and abatement services.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 9th day of October, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 10

Name:	10
Date:	10/09/2008
Time:	03:41:55 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a \$77,335.00 amendment to a professional services agreement with Drash Consulting Engineers, Inc. for additional environmental and abatement services in connection with the San Antonio International Airport Expansion Program. [Penny Post oak Ferguson, Assistant City Manager; Michael J. Sawaya, Interim Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9				x		
John G. Clamp	District 10		x				

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION AND MATERIAL TESTING SERVICES
AT
THE SAN ANTONIO INTERNATIONAL AIRPORT**

**STATE OF TEXAS §
 §
COUNTY OF BEXAR §**

This Amendment No. 3 to the Professional Services Agreement For Construction And Material Testing Services ("Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, and **Drash Consulting Engineers, Inc.**, a wholly owned subsidiary of Terracon Consultants, Inc., a professional corporation licensed to do business in Texas, ("Consultant" or "Drash-Terracon").

WHEREAS, in June 2006, as authorized by Ordinance No. 2006-06-29-0758, dated June 29, 2006 the City entered into a Professional Services Agreement ("Original Agreement") with Consultant to provide Construction and Materials Testing services and Environmental Survey and Abatement Plans in connection with the Project 3, Volume 2 – Utility Relocation for Terminal B; and Environmental Survey, Abatement Plan, and Abatement Monitoring for Project 3, Volume 1 – Terminal 2 Tenant Relocation and Selective Demolition at the San Antonio International Airport; and

WHEREAS, on September 21, 2007, Amendment No. 1 was administratively executed reallocating funds from Project 3, Volume 2 – Utility Relocation for Terminal B to Project 3, Volume 1 - Terminal 2 Tenant Relocation and Selective Demolition in the amount of \$23, 415.00; and

WHEREAS, on December 31, 2007, as authorized by Ordinance No. 2007-12-13-1302, Amendment No. 2 added observation and material testing services for the selective demolition and renovation at the west end of Terminal 2; and

WHEREAS, unanticipated additional environmental and abatement services are now necessary to treat various sites within Terminals 1, B and C; and

WHEREAS, it is now necessary to amend the Original Agreement to expand the scope of services to include additional environmental and abatement services for the Terminal 2 Tenant Relocation and Selective Demolition Project, and to provide for additional compensation; **NOW THEREFORE**,

In consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement by and between the City and Drash-Terracon is amended as follows:

1. **Amended Scope of Services:** The Scope of Services set out in Article III. Scope of Services. in the Original Agreement and incorporated to that Original Agreement is amended to provide services for the completion of the Project as set out in Attachment 1, Additional Services

2. **Revised Fee for Services.**

a. The individual fees for the treatment of the various sites within Terminals 1, B and C are delineated in Attachment 2, Fee Proposal. The total fee for all of the additional services described in Attachment 1 will not exceed \$77,335.00 and will be for the provision of environmental and abatement services. It is agreed and understood that this amount will constitute full compensation to Consultant for the additional services. This amount has been approved and appropriated by the San Antonio City Council for expenditure under this Amendment for Project 3, Volume 2, Tenant Relocation and Selective Demolition.

3. Incorporation of Original Agreement and Amendments Nos. 1 and 2. All provisions of the Original Agreement and Amendment Nos. 1 and 2 to the Original Agreement that are not modified by this Amendment remain in full force and effect.

EXECUTED and AGREED to this the _____ day of _____, 2008.

<p>ATTEST:</p> <p>_____ City Clerk</p>	<p>CITY OF SAN ANTONIO, TEXAS</p> <p>By: _____ Sheryl Sculley, City Manager</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____ City Attorney</p>	<p>DRASH CONSULTING ENGINEERS, INC. (A Wholly-Owned Subsidiary of Terracon Consultants, Inc.)</p> <p>By: _____</p> <p>Its: _____</p> <p>Federal Tax ID # _____</p>

ATTACHMENT 1

ADDITIONAL SERVICES

SECTION A. LIMITED ASBESTOS SURVEY SERVICES

Consultant shall provide the services detailed below at the sites listed in Section B. Location of this Attachment 1.

Limited Asbestos Survey

A Terracon asbestos inspector who is licensed by the Texas Department of State Health Services (TDSHS) will conduct an asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Terracon will conduct a visual assessment of the structures to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for

friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86, as required by TAHPR.

Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. In addition, Terracon will not perform sampling that requires demolition or destructive activities such as knocking holes in walls, dismantling of equipment or removal of protective coverings. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials that cannot be safely reached with available ladders/man-lifts.

A laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) and licensed by the State of Texas will analyze bulk material samples by visual estimation using polarized light microscopy (PLM), with routine turn-around time (3 days). If PLM results merit re-analysis by the more quantitative point counting technique, Terracon will contact the client for authorization to incur additional costs.

Asbestos Abatement Design (if needed)

Terracon will develop a site-specific asbestos abatement plan and technical specifications for the removal and disposal of the ACM previously identified in the above referenced structure. The specifications will be developed in accordance with applicable local, state or federal regulations. The specification document will be prepared by a State of Texas licensed asbestos consultant and will include the following:

- Project scope of work
- Materials to be used during the project
- State, EPA, OSHA regulations and any other applicable Federal, State and local government regulations pertinent to asbestos removal, encapsulation and disposal.
- Contractor submittals such as certifications, work plans, notifications, disposal arrangements and worker training documents
- Worker protection requirements
- Work area preparation procedures
- Asbestos removal methods to be followed
- Work area decontamination/cleaning procedures
- Final clearance requirements
- Waste disposal procedures

Three (3) copies of the specifications will be prepared. One copy will be provided to the client, with the remaining copies provided to the selected asbestos abatement contractor. Please note that Terracon's plans and specifications may not be used by another consultant or consultant agency to monitor the project without prior written permission from Terracon.

Bid Services (Optional)

Terracon will assist in soliciting bids from qualified asbestos abatement contractors for the removal of the ACM present at the site. This will include contacting a minimum of three qualified contractors, conducting an on-site pre-bid meeting, preparing any necessary amendments, compiling bid forms provided by the contractors, and providing the client with a review of the bids. Upon the selection of a contractor, Terracon will ensure that the required regulatory notifications are submitted.

Project Consulting (if needed)

Terracon will provide a State of Texas licensed asbestos consultant (AC) and project monitor (PM) for the abatement project(s). Terracon will review abatement contractor pre-job submittals prior to the project start date. We will also obtain baseline air samples prior to the start of asbestos-related activities in accordance with current state regulations. Terracon's AC and PM will coordinate and provide documentation of the abatement activities, and will provide clarifications with respect to the asbestos abatement specifications for the duration of the abatement project(s).

Terracon will not be responsible for the contractor's activities related to site safety during the project. If Terracon identifies safety concerns at the site the Client will be notified of the concern and it will be the Contractor's sole responsibility to correct the deficiency at their expense.

The AC will be on-site during the abatement project(s) to perform on-site air monitoring, which includes analysis of up to 8 air samples per 8-hour shift (portal to portal). The PM will also perform on-site inspection services during the asbestos abatement to evaluate the regulated work area for compliance with project specifications and State/Federal regulations.

Once the abatement is completed, the PM will perform a final visual inspection of the abated areas and conduct aggressive air clearance sampling in accordance with current Texas Department of Health regulations. Air samples collected during the project will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400.

Final Close-Out Report (if needed)

At the conclusion of the project, Terracon will prepare a final project report. The final project report will include a description of the project(s), results of the air sampling program, and documentation of final clearance. Terracon will also review the Contractor's post job submittals which should include waste manifests, personal air monitoring results, documentation of worker training, which should include respirator fit tests, medical surveillance documentation, and applicable accreditations or licenses.

Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- Any known dangerous situations which would affect the personal safety of the Terracon employees shall be communicated to Terracon prior to site mobilization.

Schedule

Terracon is prepared to commence/schedule work on this project after receiving the signed Agreement for Services. The asbestos abatement design will be completed approximately ten working days after the receipt of the signed Agreement for Services. The pre-bid walkthrough, asbestos abatement, and air monitoring activities will be performed based on the Owner's schedule and will be coordinated with the site contact and/or the contractor.

SECTION B. LOCATION

TERMINAL 1 IN-BOUND BAGGAGE AREA
TERMINAL 1 SECURITY CHECKPOINT
TERMINAL 1 IN-LINE BAGGAGE
TERMINAL 1 AIR SHAFT
TERMINALS C SUPPORT & PARTIAL DEMOLITION
TERMINAL B TO TERMINAL 1 TIE-IN
BAG SERVICE OFFICES RELOCATION

SECTION C. Terminal B- Site/Foot Print ASBESTOS SERVICES

Consultant shall perform the services set forth in this Section C of Attachment 1 for the future Terminal B- Site/Foot Print.

Asbestos Survey

Terracon will mobilize Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector(s) to conduct an asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the TDSHS Texas Asbestos Health Protection Act (TAHPA). Terracon will conduct a visual assessment of the future Terminal B – Site / Foot Print to identify materials suspected of containing asbestos (suspect ACM). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Bulk sample collection will be conducted in general accordance with the protocols outlined in USEPA 40 CFR 763.86.

Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. In addition, Terracon will not perform sampling that requires demolition or destructive activities such as knocking holes in walls, dismantling of equipment, removal of protective coverings or sub-grade excavation. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required

Spill Areas

include suspect materials that cannot be safely reached with available ladders/man-lifts. Terracon does not anticipate finding asbestos containing materials above ground within the survey area. However, asbestos containing pipe insulation and/or transite piping may be buried underground within the Future Terminal B-Site / Foot Print. Terracon understands that it is already anticipated that underground piping materials may be found during road expansion operations and will be dealt with at that time.

An accredited laboratory will analyze bulk material samples by visual estimation using polarized light microscopy (PLM). When PLM sample results of friable materials are greater than zero but less than 10% asbestos, USEPA regulations recommend that the sample be re-analyzed using the more quantitative Point Counting technique, or that the material be considered ACM and subject to NESHAP regulations. If PLM analysis reveals the presence of asbestos, Terracon will contact the client to discuss the merits of point count analysis. Client approval will be obtained before authorizing re-analysis if additional costs will be incurred.

REPORT

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of material samples collected, the analytical results, the estimated quantity and the condition of materials identified as ACM. No drawings depicting the location and extent of ACM will be included in the report. Estimates of ACM removal costs will not be provided unless specifically requested in advance by the Client. Unless otherwise instructed, two (2) copies of the final report will be submitted to the Client.

SCHEDULE

Terracon is prepared to schedule this work upon receipt of an executed copy of the attached Agreement for Services and when site access can be arranged and confirmed. The on-site inspection and sample collection will require approximately one working day to complete. The laboratory analysis of the samples will require approximately five to seven additional working days. A verbal report of the analysis results can be given to the Client if requested and the completed inspection report will be delivered to the Client within ten working days of receipt of laboratory analysis. If a more rapid turnaround time is required, please contact our office so that we can discuss alternatives to perform the project on an accelerated basis.

Section D. Terminal 1 and Terminal C On-Call Support Services During Construction

Consultant shall perform on-call environmental consulting support services, in accordance with the terms and conditions contained in the Original Agreement as amended, for the construction of Terminal 1 and Terminal C. The City does not guarantee a particular volume of work. This is a stand-by agreement and specific requirements as to the types, numbers, conditions, procedures and locations pertaining to the work or services provided hereunder will be established on a case by case basis for each request for services issued pursuant to this Amendment.

The project budget is based on the anticipated scope of work as outlined above. Task 2 is presented as a Lump Sum with the remaining Tasks presented as time and material charges, which will be based in part on the duration of the abatement project as proposed by the selected abatement contractor. Work involved in the project may be authorized on a Task by Task basis. The following is an estimate based upon available data and will not be exceeded without Client approval.

• Task 1 – Limited Asbestos Survey	
On-site Inspection/Sample Collection	
\$75.00/hour (estimate 5 hours)	\$ 375.00
PLM Sample Analysis \$15.00/each (estimate 18 samples)	\$ 270.00
Report Preparation \$75.00/hour (estimate 5 hours)	<u>\$ 375.00</u>
Estimated Asbestos Survey Total Cost:	\$ 1,020.00

• Task 2 – Asbestos Abatement Design Documents	
Abatement Design Documents (Lump Sum)	\$ 1,000.00

• Task 3 – Bid Services (Optional)	
Pre-Bid Meeting and job submittal review	
\$75.00/hour (estimate 6 hours)	\$ 450.00

• Task 3 – Project Implementation	
On-site Inspection/Air Monitoring (includes	
collection and analysis of up to ten PCM air samples/day),	
\$60.00/hour (estimate 50 hours)	\$ 3,000.00
Senior Project Management \$95.00/hour (estimate 4 hours)	\$ 380.00

• Task 4 - Final Project Documentation	
Report Preparation, \$75.00/hour (estimate 6 hours)	<u>\$ 450.00</u>
Estimated Total Project Consulting Costs:	\$ 6,300.00

TOTAL COST:	<u>\$ 7,320.00</u>
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C. TERMINAL 1 IN-LINE BAGGAGE LIMITED ASBESTOS SURVEY SERVICES

The project budget is based on the anticipated scope of work as outlined above. Task 2 is presented as a Lump Sum with the remaining Tasks presented as time and material charges, which will be based in part on the duration of the abatement project as proposed by the selected abatement contractor. Work involved in the project may be authorized on a Task by Task basis. The following is an estimate based upon available data and will not be exceeded without Client approval.

• Task 2 – Asbestos Abatement Design Documents		
Abatement Design Documents (Lump Sum)		\$ 1,000.00
• Task 3 – Bid Services (Optional)		
Pre-Bid Meeting and job submittal review		
\$75.00/hour (estimate 6 hours)		\$ 450.00
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• Task 3 – Project Implementation		
On-site Inspection/Air Monitoring (includes		
collection and analysis of up to ten PCM air samples/day),		
\$60.00/hour (estimate 50 hours)		\$ 3,000.00
Senior Project Management \$95.00/hour (estimate 4 hours)		\$ 380.00
• Task 4 – Final Project Documentation		
Report Preparation, \$75.00/hour (estimate 6 hours)		\$ 450.00
	Estimated Project Consulting Costs:	\$ 5,280.00
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	TOTAL COST:	\$ 6,105.00

D. TERMINAL 1 AIR SHAFT LIMITED ASBESTOS SURVEY SERVICES

The project budget is based on the anticipated scope of work as outlined above. Task 2 is presented as a Lump Sum with the remaining Tasks presented as time and material charges, which will be based in part on the duration of the abatement project as proposed by the selected abatement contractor. Work involved in the project may be authorized on a Task by Task basis. The following is an estimate based upon available data and will not be exceeded without Client approval.

• Task 1 – Limited Asbestos Survey		
On-site Inspection/Sample Collection		
\$75.00/hour (estimate 4 hours)		\$ 300.00
PLM Sample Analysis \$15.00/each (estimate 12 samples)		\$ 180.00
Report Preparation \$75.00/hour (estimate 2 hours)		\$ 150.00
	Estimated Asbestos Survey Total Cost:	\$ 630.00

• Task 2 – Asbestos Abatement Design Documents		
Abatement Design Documents (Lump Sum)		\$ 1,000.00
• Task 3 – Bid Services (Optional)		
Pre-Bid Meeting and job submittal review		
\$75.00/hour (estimate 6 hours)		\$ 450.00
• Task 4 – Project Implementation		
On-site Inspection/Air Monitoring (includes		
collection and analysis of up to ten PCM air samples/day),		
\$60.00/hour (estimate 50 hours)		\$ 3,000.00
Senior Project Management \$95.00/hour (estimate 4 hours)		\$ 380.00
• Task 5 - Final Project Documentation		
Report Preparation, \$75.00/hour (estimate 6 hours)		\$ 450.00
	Estimated Total Project Consulting Costs:	\$ 5,910.00

E. TERMINALS C SUPPORT & PARTIAL DEMOLITION LIMITED ASBESTOS SURVEY SERVICES

The project budget is based on the anticipated scope of work as outlined above. Task 2 is presented as a Lump Sum with the remaining Tasks presented as time and material charges, which will be based in part on the duration of the abatement project as proposed by the selected abatement contractor. Work involved in the project may be authorized on a Task by Task basis. The following is an estimate based upon available data and will not be exceeded without Client approval.

• Task 1 – Limited Asbestos Survey		
On-site Inspection/Sample Collection		
\$75.00/hour (estimate 6 hours)		\$ 450.00
PLM Sample Analysis \$15.00/each (estimate 33 samples)		\$ 495.00
Report Preparation \$75.00/hour (estimate 4 hours)		\$ 300.00
	Estimated Asbestos Survey Total Cost:	\$ 1,245.00

• Task 2 – Asbestos Abatement Design Documents		
Abatement Design Documents (Lump Sum)		\$ 1,000.00
• Task 3 – Bid Services (Optional)		
Pre-Bid Meeting and job submittal review		
\$75.00/hour (estimate 6 hours)		\$ 450.00
• Task 4 – Project Implementation		
On-site Inspection/Air Monitoring (includes		
collection and analysis of up to ten PCM air samples/day),		
\$60.00/hour (estimate 50 hours)		\$ 3,000.00
Senior Project Management \$95.00/hour (estimate 4 hours)		\$ 380.00
• Task 5 - Final Project Documentation		
Report Preparation, \$75.00/hour (estimate 6 hours)		\$ 450.00
	Estimated Total Project Consulting Costs:	\$ 6,525.00

F. TERMINAL B TO TERMINAL 1 TIE-IN LIMITED ASBESTOS SURVEY SERVICES

The project budget is based on the anticipated scope of work as outlined above. Task 2 is presented as a Lump Sum with the remaining Tasks presented as time and material charges, which will be based in part on the duration of the abatement project as proposed by the selected abatement contractor. Work involved in the project may be authorized on a Task by Task basis. The following is an estimate based upon available data and will not be exceeded without Client approval.

• Task 1 – Limited Asbestos Survey		
On-site Inspection/Sample Collection		
\$75.00/hour (estimate 19.5 hours)		\$ 1,462.50
PLM Sample Analysis \$15.00/each (estimate 75 samples)		\$ 1,125.00
Report Preparation \$75.00/hour (estimate 3.5 hours)		\$ 262.50
	Estimated Asbestos Survey Total Cost:	\$ 2,850.00

• Task 2 – Asbestos Abatement Design Documents		
Abatement Design Documents (Lump Sum)		\$ 1,000.00
• Task 3 – Bid Services (Optional)		
Pre-Bid Meeting and job submittal review		
\$75.00/hour (estimate 6 hours)		\$ 450.00
• Task 4 – Project Implementation		
On-site Inspection/Air Monitoring (includes		
collection and analysis of up to ten PCM air samples/day),		
\$60.00/hour (estimate 128 hours)		\$ 7,680.00
Senior Project Management \$95.00/hour (estimate 4 hours)		\$ 380.00
• Task 5 - Final Project Documentation		
Report Preparation, \$75.00/hour (estimate 6 hours)		<u>\$ 450.00</u>
	Estimated Total Project Consulting Costs:	\$ 12,810.00

G. BAG SERVICE OFFICES RELOCATION LIMITED ASBESTOS SURVEY SERVICES

The project budget is based on the anticipated scope of work as outlined above. Task 2 is presented as a Lump Sum with the remaining Tasks presented as time and material charges, which will be based in part on the duration of the abatement project as proposed by the selected abatement contractor. Work involved in the project may be authorized on a Task by Task basis. The following is an estimate based upon available data and will not be exceeded without Client approval.

• Task 1 – Limited Asbestos Survey		
On-site Inspection/Sample Collection		
\$75.00/hour (estimate 10 hours)		\$ 750.00
PLM Sample Analysis \$15.00/each (estimate 62 samples)		\$ 930.00
Report Preparation \$75.00/hour (estimate 4 hours)		<u>\$ 300.00</u>
	Estimated Asbestos Survey Total Cost:	\$ 1,980.00

• Task 2 – Asbestos Abatement Design Documents		
Abatement Design Documents (Lump Sum)		\$ 1,000.00

• Task 3 – Bid Services (Optional)		
Pre-Bid Meeting and job submittal review		
\$75.00/hour (estimate 6 hours)		\$ 450.00
• Task 4 – Project Implementation		
On-site Inspection/Air Monitoring (includes		
collection and analysis of up to ten PCM air samples/day),		
\$60.00/hour (estimate 50 hours)		\$ 3,000.00
Senior Project Management \$95.00/hour (estimate 4 hours)		\$ 380.00
• Task 5 - Final Project Documentation		
Report Preparation, \$75.00/hour (estimate 6 hours)		\$ 450.00
	Estimated Total Project Consulting Costs:	\$ 7,260.00

H. FUTURE TERMINAL B – SITE/FOOT PRINT ASBESTOS SERVICES

PROJECT BUDGET

The project budget is based on our understanding of the scope of work as outlined above. All tasks are presented as time and material charges. The following is an estimate based upon available data and will not be exceeded without Client approval.

Asbestos-Containing Building Materials Survey - Lump Sum \$300.00

I. ON CALL SUPPORT DURING CONSTRUCTION OF TERMINALS 1 AND C

In consideration of the professional services performed by Consultant pursuant to Section D, On-Call Support Services, of Attachment 1, Additional Services, the City shall pay the Consultant's fees based on the Fee Schedule set out below. In no event shall the total dollar amount of all invoices exceed \$5,000.00 for Terminal 1 for on call support during construction and \$20,000.00 for Terminal for C on call support during construction.

Fee Schedule:

1. Asbestos Survey and Abatement Specifications	
Asbestos Consultant	\$ 95.00 / hr.
Asbestos Inspector	\$ 75.00 / hr.
PLM Bulk Sample Analysis	\$ 15.00 / ea.
Word Processing	\$ 45.00 / hr.
CAD Draftsman	\$ 45.00 / hr.
2. Asbestos Project Management	
Asbestos Consultant	\$ 95.00 / hr.
Asbestos Project Manager	\$ 75.00 / hr.
Asbestos Air Monitor	\$ 60.00 / hr.
(Includes up to 10 PCM Samples per day)	

PCM Air Sample Analysis (Beyond 10 per day)	\$ 10.00 / ea.
TEM Air Sample Analysis (24 Hr. Turnaround)	\$ 75.00 / ea.
3. Indoor Air Quality / Mold Investigations and Protocols	
IAQ Professional	\$ 95.00 / hr.
Non-Viable Samples (3-5 day Turnaround)	\$ 50.00 / ea.
Non-Viable Air Samples (3-5 day Turnaround)	\$ 50.00 / ea.
Viable Air/Swab Samples (Cultured Agar Plates)	\$ 75.00 / ea.
4. Post Remediation Mold Clearance Testing	
IAQ Professional	\$ 95.00 / hr.
Non-Viable Air Samples (24 Hr. Turnaround)	\$ 75.00 / ea.
Viable Air Samples (24 Hr. Turnaround)	\$ 100.00 / ea.
5. Industrial Hygiene Sampling	
IH Professional	\$ 95.00 / hr.
Lab/Analytical	Cost + 15%
6. Waste Sampling and Analysis, Characterization	
Environmental Project Manager	\$ 85.00 / hr.
Lab/Analytical	Cost + 15%
7. Phase I ESA	
Single Projects (estimate under 10 acres undeveloped, additional acreage may be extra)	\$ 2,250.00 / ea.
Portfolio Projects (5 or more)	\$ 2,050.00 / ea.
Environmental Lien Search	Cost + 15%
Chain of Title	Cost + 15%
8. Other Charges	
Mileage outside a 40 mile radius of the nearest office	\$ 0.55 / mi.
Per Diem	\$ 125.00/ day
Expenses/Sampling Supplies	Cost + 15%



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 10
Council Meeting Date: 10/9/2008
RFCA Tracking No: R-3969

DEPARTMENT: Aviation Department

DEPARTMENT HEAD: Mike Sawaya

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Amending a PSA with Drash for Environmental and Abatement Services at SAIA

SUMMARY:

This ordinance amends a professional services agreement with Drash Consulting Engineers, Inc., in the amount of \$77,335.00 for additional environmental and abatement services in connection with the San Antonio International Airport Expansion Program, located in Council District 9.

BACKGROUND INFORMATION:

In its Capital Program, the City has identified a need to expand the San Antonio International Airport. The Airport Expansion Program consists of two new terminals, a new parking facility, and new bi-level roadway system. The Program also includes utility infrastructure, aircraft apron paving, construction of a new central utility plant, and demolition of existing Terminal 2.

The City executed a \$40,379.00 Professional Services Agreement with the firm of Drash Consulting Engineers, Inc. on Jun 29, 2006 to provide construction and material testing services in connection with the utilities relocation for Terminal B; and to perform environmental and abatement services for Terminal 2. On December 13, 2007, City Council authorized a \$25,577.00 amendment for additional, unanticipated abatement of environmental materials at Terminal 2.

This ordinance authorizes payment in the amount of \$77,335.00 to Drash Consulting Engineers, Inc. for additional, unanticipated environmental and abatement services for those sites listed below within portions of Terminals 1, B and C. These services will include asbestos surveys; visual assessment of structures to identify materials suspected of containing asbestos; asbestos abatement design; bidding services; project consulting; on-call environmental support during construction; and final close-out report preparation.

In Terminal 2 more asbestos is being discovered, than was previously estimated, this will continue as the structure is incrementally demolished.

In the Terminal B construction and excavation area, abandoned asbestos pipes were

discovered under the aircraft apron that must be removed for excavation to continue. This will continue until excavation is complete.

A summary of the contract is shown below:

Item	Amount
Original Contract Value – Terminal Expansion Project	\$ 40,379.00
Previously Authorized – Additional Abatement Monitoring	\$ 25,577.00
Proposed Asbestos Services:	
Terminal 1 In-Bound Baggage Area – New Appropriation	\$ 6,105.00
Terminal 1 Security Checkpoint – New Appropriation	\$ 7,320.00
Terminal 1 In-Line Baggage – New Appropriation	\$ 6,105.00
Terminal 1 Air Shaft – New Appropriation	\$ 5,910.00
Terminal "C" Support & Partial Demolition – New Appropriation	\$ 6,525.00
Terminal B to Terminal 1 Tie-In – New Appropriation	\$ 12,810.00
Bag Service Offices Relocation – New Appropriation	\$ 7,260.00
Future Terminal B – Site/Foot Print – New Appropriation	\$ 300.00
Terminal 1 On Call Support during Construction – New Appropriation	\$ 5,000.00
Terminal C On Call Support during Construction – New Appropriation	\$ 20,000.00
<i>Sub-Total Proposed Asbestos Services</i>	<i>\$77,335.00</i>
Total Authorization – Terminal Expansion Project	\$ 143,291.00

ISSUE:

Approval of this ordinance will be a continuation of City Council policy to complete previously approved projects. This ordinance appropriates funds and authorizes an amendment to an existing professional services agreement with Drash Consulting Engineers, Inc., in the amount of \$77,335.00 for additional environmental and abatement services in connection with the Airport Expansion Program.

ALTERNATIVES:

Completion of the environmental and asbestos surveys of the above areas is a critical milestone in the Airport Expansion Program and is essential to proceed with the Terminals 1, B, and C projects. Monitoring of the abatement activities is necessary to ensure the work is performed in a safe manner.

The City could issue a Request for Qualifications (RFQ) for these services, however that process would cause delays and additional expenses. The current consultant has extensive knowledge of the San Antonio International Airport Expansion Program, particularly relating to Terminals 1 and 2, and has previously performed similar environmental and abatement services for the airport under a separate contract. Procurement and re-education of a new consultant would cause significant delays and would not be anticipated to reduce the cost of these services. Therefore, amending the professional service agreement with Drash Consulting Engineers, Inc. is the most time and cost effective alternative for the City.

FISCAL IMPACT:

This action reallocates \$77,335.00 from funds appropriated in prior City Council action. Sufficient funds are available from this action. Funding associated with this project may only be used for Aviation projects.

RECOMMENDATION:

Staff recommends approval of this ordinance that amends the professional services agreement with Drash Consulting Engineers, Inc., in the amount of \$77,335.00 for additional environmental and abatement services in connection with the Airport Expansion Program.

The Discretionary Contract Disclosure Form is attached.

ATTACHMENT(S):

File Description	File Name
Drash Discretionary Contract Disclosure Form	Drash Consulting Engineers Discretionary 9.08.pdf
Voting Results	
Ordinance/Supplemental Documents	200810090901.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Mike Sawaya Director (Interim) Aviation Department

APPROVED FOR COUNCIL CONSIDERATION:

Penny Postoak Ferguson Assistant City Manager