

AN ORDINANCE 2011-09-08-0747

AUTHORIZING A REVENUE CONTRACT FOR AN ANNUAL AMOUNT OF \$3,300,000.00 PER CONTRACT YEAR WITH UNITED ROAD TOWING, INC. D/B/A UR VEHICLE MANAGEMENT SOLUTIONS TO CONDUCT ABANDONED VEHICLE AUCTION OPERATIONS FOR THE SAN ANTONIO POLICE DEPARTMENT FOR AN INITIAL TERM OF FOUR YEARS, WITH TWO ONE-YEAR OPTIONS.

* * * * *

WHEREAS, the City currently conducts the San Antonio Police Department's abandoned vehicle auction operations using the services of City employees; and

WHEREAS, the City wishes to contract with United Road Towing, Inc. D/B/A UR Vehicle Management Solutions to conduct said operations; and

WHEREAS, said contract will be for an initial term of four years, with two one-year options at the discretion of the City; and

WHEREAS, the aforementioned contract is anticipated to generate annual revenue in the amount of \$3,300,000.00 per contract year; **NOW THEREFORE:**

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

SECTION 1. The City Manager and her designee are hereby authorized to execute a contract with United Road Towing, Inc. D/B/A UR Vehicle Management Solutions to conduct the San Antonio Police Department's abandoned vehicle auction operations for an initial term of four years, with two one-year options, at the discretion of the City. Said agreement is attached hereto as **Exhibit I** and its terms are hereby approved.

SECTION 2. Funds generated by this ordinance will be deposited into fund 11001000, internal order 217000000045, and general ledger 4406851.

SECTION 3. The financial allocations in this ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific cost centers, WBS

elements, internal orders, general ledger accounts, and fund numbers, as necessary to carry out the purpose of this ordinance.

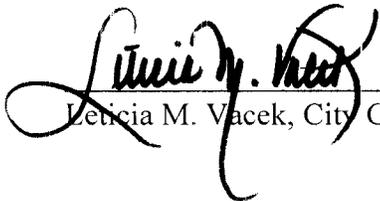
SECTION 4. This ordinance shall take effect immediately upon passage, provided that it is passed by eight or more affirmative votes; otherwise, this ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 8th day of September, 2011.



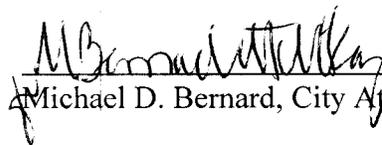
M A Y O R
Julián Castro

ATTEST:

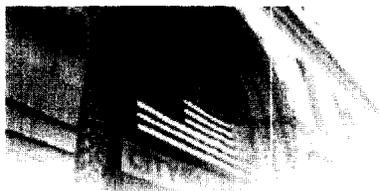


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

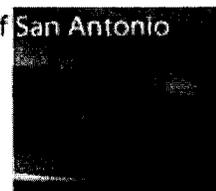


Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 21A

Name:	7, 8, 10, 11A, 11B, 12, 13, 14, 15A, 15B, 15D, 15E, 15F, 15G, 15H, 15I, 15J, 15L, 16, 18, 19, 20, 21A, 21B						
Date:	09/08/2011						
Time:	11:06:34 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a revenue contract for an annual amount of \$3,300,000.00 per contract year with United Road Towing, Inc. D/B/A UR Vehicle Management Solutions to conduct abandoned vehicle auction operations for the San Antonio Police Department for an initial term of four years, with two one-year options.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Exhibit I

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR OPERATION & MAINTENANCE OF GROWDON ROAD VEHICLE STORAGE FACILITY

This contract amendment is entered into by and between the City of San Antonio (City) and United Road Towing, Inc. (Contractor).

WHEREAS, City and Contractor entered into the Professional Services Agreement for Operation & Maintenance of Growden Road Vehicle Storage Facility on March 13, 2008; and

WHEREAS, the parties wish to amend the aforementioned contract; **NOW THEREFORE**:

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Contractor hereby agrees to the addition of Article XXIX (Conflict of Interest) to the Professional Services Agreement for Operation & Maintenance of Growden Road Vehicle Storage Facility entered into between City and Contractor. Contractor further agrees to abide by the terms of that provision. Article XXIX shall provide as follows:

- 29.1 Contractor shall not knowingly engage in financial transactions using nonpublic City information to unfairly advance private interests. For purposes of this section, nonpublic City information does not include (1) information which is generally available to the public, or thereafter, without any fault of Contractor, becomes generally available to the public, or which is general knowledge; and (2) information which was already in the possession of Contractor prior to the date of this Agreement.
- 29.2 Contractor shall not solicit or accept any gift or other item of monetary value from any person or entity that Contractor knows is being offered with the intent to improperly influence conduct of the Contractor.
- 29.3 Contractor shall not knowingly give improper preferential treatment to any private organization or individual in connection with the provision of services pursuant to the provisions of this contract unless otherwise permitted elsewhere in this Agreement.
- 29.4 Contractor shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set out in this article.

29.5 Contractor shall cause each employee of Contractor working at the VSF, to the exclusion of SAPD off-duty police officers employed by Contractor or otherwise working at the VSF, to sign a document including the covenants set forth in this article and that the employee will comply with the same.

SECTION 2. All provisions of the Professional Services Agreement for Operation & Maintenance of Growden Road Vehicle Storage Facility not addressed by this Amendment of Professional Services Agreement for Operation & Maintenance of Growden Road Vehicle Storage Facility shall remain in full force and effect.

SECTION 3. In consideration of Contractor's agreement to add article XXIX to the Professional Services Agreement for Operation & Maintenance of Growden Road Vehicle Storage Facility, City agrees to pay Contractor the sum of \$1.00.

EXECUTED IN DUPLICATE ORIGINALS as of the dates indicated below.

CITY OF SAN ANTONIO

UNITED ROAD TOWING, INC.

Sheryl Sculley
City Manager



Gerald Corcoran
President & CEO

Date: _____

Date: _____

Approved as to Form:

Michael Bernard
City Attorney

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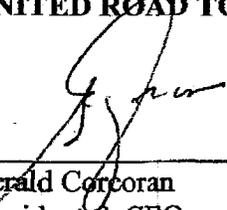
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UNITED ROAD TOWING, INC.

Sheryl Sculley
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Gerald Corcoran
President & CEO

Date: _____

Date: _____

Approved as to Form:

Michael Bernard
City Attorney

**CONTRACT
BETWEEN
CITY OF SAN ANTONIO
AND
UNITED ROAD TOWING, INC. D/B/A
UR VEHICLE MANAGEMENT SOLUTIONS**

This contract is made and entered into by and between the City of San Antonio (CITY) and United Road Towing, Inc. d/b/a UR Vehicle Management Solutions (PROVIDER).

WHEREAS, CITY requires the services of a vendor to conduct the San Antonio Police Department's abandoned-vehicle auction operations; and

WHEREAS, PROVIDER is willing and able to provide said service; **NOW WITNESSETH:**

I. TERM

- 1.1 This contract shall commence on _____, 2011, and shall terminate on _____, 2015, unless terminated earlier pursuant to the provisions hereof. CITY may extend this contract for as many as two years at its sole discretion, upon approval, evidenced by way of a duly passed ordinance, of the San Antonio City Council.
- 1.2 PROVIDER and CITY recognize that the continuation of any contract after the close of any given fiscal year of CITY, which fiscal year ends on September 30, shall be subject to appropriation of funds for the contract. Should funds not be appropriated, this contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

II. SCOPE OF SERVICES

A. General

- 2A.1 PROVIDER shall conduct the San Antonio Police Department's abandoned-vehicle auction operations.
- 2A.2 PROVIDER shall auction abandoned vehicles in the possession of CITY within a reasonable period of time following the date on which CITY acquires the authority under federal, state, and local law to auction said vehicles.
- 2A.3 PROVIDER shall submit to CITY, no less than seven calendar days prior to the end of the month, a written auction schedule for the following month. CITY shall have the right

to disapprove it. Should CITY disapprove the schedule submitted by PROVIDER, CITY may establish a schedule.

- 2A.4 All auctions conducted hereunder shall be public auctions.
- 2A.5 PROVIDER shall conform to all applicable local, state, and federal laws and regulations, as amended from time to time, in conducting the abandoned vehicle auction operation and performing its obligations pursuant to the terms of this contract.
- 2A.6 During the term of this contract, PROVIDER shall seek out, develop, evaluate, and implement strategies to maximize the return on the sale of auctioned vehicles. PROVIDER shall advise CITY of any new strategies that it intends to implement, prior to implementation. CITY shall have the right to disapprove the use of said strategies.
- 2A.7 Prior to start of bidding on a given vehicle, CITY shall have the authority to withdraw said vehicle, in its sole discretion, without accruing any penalties, fees, or other charges.
- 2A.8 PROVIDER shall not knowingly permit the following persons to participate in bidding for a vehicle being auctioned or to purchase a vehicle that has been auctioned in connection with this contract: (1) any person under the age of eighteen years; (2) PROVIDER; (3) PROVIDER's employees; (4) spouses and family members to the third degree of consanguinity of PROVIDER's employees; (5) the vehicle storage facility contractor; (6) the vehicle storage facility contractor's employees; (7) spouses and family members to the third degree of consanguinity of the vehicle storage facility contractor's employees; (8) CITY's employees; and (9) immediate family members of CITY's employees.
- 2A.9 PROVIDER shall maintain, with input and direction from CITY, as needed, a list of prohibited buyers. PROVIDER shall not permit persons whose names appear on said list or their representatives to participate in bidding for a vehicle being auctioned or to purchase a vehicle that has been auctioned in connection with this contract.

B. Auction Support Operations

- 2B.1 PROVIDER shall provide all resources, including, but not limited to, materials, equipment, labor, personnel, and advertising, necessary to conduct the abandoned vehicle auction operation. CITY shall have no obligation to provide any resource in furtherance of said operation.
- 2B.2 PROVIDER shall house no more than three employees in CITY's vehicle storage facility (VSF) administrative building located at 3625 Growdon Road.
- 2B.3 PROVIDER shall create a weekly motor vehicle auction listing for abandoned vehicles.

2B.4 PROVIDER shall: (1) post required announcements at the Bexar County Courthouse and San Antonio City Hall fifteen days prior to auction and publish unclaimed vehicle lists in a local newspaper selected by CITY; (2) determine whether the owners of the vehicles scheduled for auction are in jail and ensure all stolen-vehicle complainants have been notified by the SAPD Vehicle Crimes Unit; (3) run registration information on all vehicles scheduled for auction two days prior to auction; (4) compare registrations to stock cards to ensure that owners and lienholders have been notified; (5) check stock cards for any new owners and lienholders or court orders; (6) prior to auction day, physically compare cards and lists with actual vehicles scheduled for auction by comparing the vehicle identification numbers on the auction line with the vehicle identification numbers on the impound cards; and (7) generate bills of sale on vehicles to be sold at auction.

2B.5 PROVIDER shall ensure that notices were sent, in compliance with all local, state, and federal laws and CITY policies, by certified mail, to owners and/or lienholders, as required, of said vehicles prior to auction.

2B.6 PROVIDER shall check all potential buyers against Bexar County's website for tax delinquency.

2B.7 PROVIDER shall provide the vehicle storage facility contractor with a list of vehicles to be auctioned no later than noon each Thursday preceding an auction to occur the following week.

2B.8 PROVIDER shall fully cooperate with CITY's vehicle storage contractor in order to facilitate the proficient administration of the abandoned vehicle auction operation.

2B.9 PROVIDER shall utilize and manage a point-of-sale system, account for all transactions, and document all gross revenue on a scheduled basis. PROVIDER shall retain all records related to gross revenue transactions in accordance with article VI of this contract.

2B.10 PROVIDER shall collect all allowable revenues generated from the sale of abandoned vehicles, including, but not limited to, the auction processing fee, for each vehicle sold.

2B.11 PROVIDER shall collect all applicable sales taxes and remit them to CITY.

C. Provider's Employees

2C.1 PROVIDER shall conduct a criminal history check, which shall include fingerprinting and obtaining written verification from federal, state, and local law enforcement, prior to hiring individuals to be employed by PROVIDER in connection with this contract.

2C.2 PROVIDER shall not knowingly employ any person in connection with providing services pursuant to this contract that:

a. has been convicted of a felony or misdemeanor crime involving dishonest conduct or

possession of illegal drugs;

b. is under indictment or has been convicted or granted deferred adjudication that has not resulted in a dismissal for the offense of criminal homicide, including murder, capital murder, and manslaughter, but excluding criminally negligent homicide;

c. during the seven years immediately preceding the criminal history check, was convicted or granted deferred adjudication for the offense of criminal homicide, including murder, involuntary manslaughter, criminally negligent homicide, rape, sexual abuse, sexual assault, sale or possession of illegal drugs, robbery, or felony theft;

d. is under indictment or charged by information or complaint or convicted or granted deferred adjudication that did not result in dismissal for any offense involving fraud or theft, the unauthorized use of a vehicle, violation of any state or federal laws regulating firearms, violence to any person, except conduct classified as no greater than a Class C misdemeanor offense under state law, prostitution or the promotion of prostitution, sexual assault, sexual abuse, lewdness or indecency, the use, sale, or possession of drugs, driving while intoxicated, or any job-related offense;

e. is on probation, parole, or mandatory supervision for an offense noted herein;

f. has falsified or materially altered or omitted pertinent information in any government record; or

g. has been convicted of four or more moving violations of the traffic laws of the state of Texas or any other state within the twelve-month period immediately preceding the date of the criminal history check.

2C.3 PROVIDER shall discontinue the use of any of PROVIDER's employees in connection with this contract who are deemed by CITY to be discourteous or otherwise objectionable.

D. Property Use and Management

2D.1 CITY shall provide to PROVIDER office space at CITY's vehicle storage facility sufficient to accommodate a maximum of three employees.

2D.2 PROVIDER shall provide all furnishings, equipment, supplies, and materials necessary to perform the services contemplated by this contract.

2D.3 PROVIDER shall, at all times, maintain said office space in a clean manner. Trash shall be disposed of immediately following each day of operation. Custodial services and cleaning supplies, including trash canisters and trash canister liners, shall be the responsibility of PROVIDER.

2D.4 PROVIDER may not use the office space for any purpose other than that of providing services pursuant to its obligations under the terms and conditions of this contract without written approval of the CITY.

2D.5 PROVIDER shall maintain said office space and repair any damage to said office space during the duration of the contract.

- 2D.6 PROVIDER shall pay, within ten days of receipt of an invoice for such from CITY, an amount that represents one-third of the all utilities for the administrative building located at CITY's vehicle storage facility.
- 2D.7 CITY shall permit PROVIDER use of the auction lot located at CITY's vehicle storage facility in connection with providing the services contemplated by this contract.
- 2D.8 PROVIDER may not use the auction lot for any purpose other than that of providing services pursuant to its obligations under the terms and conditions of this contract without written approval of the CITY.
- 2D.9 PROVIDER shall, at all times, maintain said auction lot in a clean manner. Trash shall be disposed of immediately following each day of operation. Custodial services and cleaning supplies, including trash canisters and trash canister liners, shall be the responsibility of PROVIDER.
- 2D.10 PROVIDER shall maintain the auction lot and repair any damage to said auction lot during the duration of the contract.

E. Environmental Matters

- 2E.1 PROVIDER shall not introduce any hazardous substances to the VSF that violate environmental laws.
- 2E.2 PROVIDER shall indemnify CITY, defend and hold it harmless from and against all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including reasonable attorney's fees, arising out of, resulting from, or relating to, directly or indirectly, the presence of hazardous substances in or about the auction lot at the VSF introduced by PROVIDER or its agents, employees, or invitees, and that violate environmental laws, specifically including toxic torts. However, PROVIDER is not obligated to remedy or indemnify, defend, and hold the CITY harmless from and against any costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including reasonable attorney's fees and toxic torts, arising out of, resulting from, or relating to, directly or indirectly, the presence of hazardous substances in or about the auction lot at the VSF that existed at the VSF prior to PROVIDER's possession of the auction lot at the VSF. Attached hereto as Exhibit A are copies of a Phase I Environmental Site Assessment, dated September 4, 2007, and performed by Environmental Resources Management of Austin, Texas, and a Phase II Environmental Investigation, dated October 30, 2007, and performed by CITY's Solid Waste Management Department, evidencing the environmental condition of the VSF prior to PROVIDER's possession of the auction lot at the VSF. PROVIDER has completed its due diligence.

2E.3 CITY shall have the right to select or to approve defense counsel to be retained by PROVIDER in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. PROVIDER shall retain CITY-approved defense counsel within 20 business days of CITY's written notice that CITY is invoking its right to indemnification under this agreement. If PROVIDER fails to retain counsel and file an appearance on behalf of CITY within such time period required by the court in which jurisdiction the complaint is pending for filing an appearance on behalf of CITY, CITY shall have the right to retain defense counsel on its own behalf, and PROVIDER shall be liable for all costs incurred by CITY related to securing the defense counsel and to file an appearance or take any other action to protect its interests in court in the matter at issue. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

2E.4 At the termination of any agreement to operate at and maintain the auction lot at the VSF, PROVIDER shall return the property in substantially the same condition received by PROVIDER, wear and tear excepted, and as otherwise modified and improved through the performance of this agreement.

2E.5 PROVIDER shall permit access to the auction lot at the VSF by CITY to conduct sampling, testing, and analysis of well water and other media at the VSF. CITY shall provide to PROVIDER written copies of any and all reports, studies, assessments, expressions of professional opinion, correspondence, or other information that arises from or relates to such sampling, testing, and analysis of well water and other media.

2E.6 The following definitions shall apply to the provisions of this sub-article:

A. "Environmental laws" shall mean one or more of the following: (i) the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. (CERCLA); (ii) the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq. (SWDA); (iii) the Federal Resource Conservation and Recovery Act of 1986, 42 U.S.C. § 6921 et seq.; (iv) the Clean Water Act, 33 U.S.C. § 1321 et seq.; (v) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (vi) any other federal or state law, ordinance, regulation, order, or decree that relates to hazardous substances or regulated wastes; and (vii) any present federal or state regulation, ordinance, code, license, approval, order, decree, permit, authorization, Environmental Protection Agency requirement, or any state equivalent agency requirement, in each case concerning or relating to the handling, use, presence, production, operation, transportation, treatment, storage, labeling, testing, processing, discharge, disposal, release, control, or clean-up of any Hazardous Substances or regulated wastes.

B. "Hazardous substances" shall mean any and all hazardous and toxic substances, wastes or materials, pollutants, contaminants, or dangerous materials, including polychlorinated biphenyls, friable asbestos, volatile and semi-volatile organic compounds, oil, petroleum

products and fractions and radioactive materials, or any other similar substances regulated under environmental laws.

- 2E.7 PROVIDER shall make any regulatory claim, demand, notice of violation, or letter or expression of environmental concern from an agency immediately known to CITY without delay. PROVIDER shall provide to CITY notice of and written copies of, where applicable, any and all correspondence, studies, assessments, and expressions of professional opinion, written and unwritten, formal and informal that may be generated by an environmental agency as a result of any environmental agency inquiry, claim, enforcement action, or letter of concern. PROVIDER shall have no privilege to withhold any information from CITY in this regard.
- ~~2E.8 PROVIDER shall particularly address storm water compliance requirements of both state and federal agencies, i.e., the Texas Commission on Environmental Quality (TCEQ) and USEPA (United States Environmental Protection Agency). Storm water management plans for the site shall be the PROVIDER's responsibility, using best management practices (BMP) or other methods deemed necessary or suggested by regulatory guidance or as determined by CITY's environmental services manager, in collaboration with the drainage utility manager, to ensure compliance with CITY's National/Texas Pollution Discharge Elimination Systems permit. Specifically, PROVIDER agrees to employ at least the following BMP measures: (a) to segregate vehicles that are visibly leaking fluids from other vehicles, by confining leaking vehicles to an area approximately 50 feet by 300 feet, the run-off from which area may be addressed with either a berm or drainage containment, or both, at PROVIDER's discretion, as may best inhibit run-off from the leaking vehicles; and (b) to no fewer than one time per month, sweep the entire premises to capture and legally dispose of sand, absorbent media, if any, and other debris.~~
- 2E.9 PROVIDER shall be responsible, at its sole expense for responding to, answering, and remediating any and all conditions so directed or demanded by a state or federal regulatory agency arising from or related to the presence of hazardous substances in or about the auction lot at the VSF introduced by PROVIDER or its agents, employees, or invitees and that violate environmental laws. This remediation obligation shall survive until the expiration of the applicable statute of limitations.

F. Information Technology

- 2F.1 PROVIDER shall utilize software designated by CITY to manage abandoned vehicle auction operations. CITY shall provide train-the-trainer training for use of said software to at least three of PROVIDER's employees prior to the first auction conducted pursuant to this contract to ensure proper use of the system.
- 2F.2 PROVIDER shall ensure that all computers utilized in connection with the services provided in connection with this contract have Internet access.

- 2F.3 At CITY's request, during the term of this contract, PROVIDER shall, at its own expense, purchase handheld devices, in an amount determined by CITY, to interface CITY's software in order to manage abandoned vehicle auctions.
- 2F.4 CITY has no obligation to design or develop software or purchase third-party software to interface with PROVIDER's software.
- 2F.5 All data and information collected or generated by PROVIDER in connection with the abandoned vehicle auction operations, stored in whatever fashion, shall be the property of CITY and may not be sold or distributed without CITY's prior written approval.
- 2F.6 PROVIDER shall maintain a web site, accessible to the public at all times and accessible through a link on CITY's website. PROVIDER shall display on said web site digital photographs of every vehicle scheduled for auction. PROVIDER shall display, for each vehicle, views of the entire front and entire back of the vehicle and the entire driver and entire passenger sides of the vehicle.

G. Security

- 2G.1 PROVIDER shall, at its own expense, provide security personnel at auctions and auction previews to (1) protect the vehicles and equipment; (2) ensure the safety of staff, the public, and those otherwise attending auctions and auction previews; and (3) settle disturbances and disputes that occur at auctions and auction previews.
- 2G.2 PROVIDER shall use only off-duty SAPD sworn personnel for security and vehicle searches. The number of security personnel shall be determined by CITY, in its sole discretion, exercised reasonably.
- 2G.3 PROVIDER shall conduct a search of each vehicle at least one day prior to the first preview date for vehicles scheduled for an auction.

H. Financial Management and Reporting

- 2H.1 PROVIDER shall reconcile monies collected for each auction. PROVIDER shall submit to CITY, the day following an auction, an electronic reconciliation report that includes, at a minimum, the following information for each vehicle sold: (1) the vehicle description and identification number; (2) the corresponding sales price; (3) the state tax owed and paid; (4) the name, address, and telephone number of the buyer; (5) the amount of the auction processing fee; (6) PROVIDER's fee; and (7) the amount payable to CITY.
- 2H.2 Upon completion of each auction, PROVIDER shall submit an electronic list of registered bidders and a customer report, listing all customer disputes and detailing the resolution of those disputes.

- 2H.3 At the end of each contract year during the term of this contract and upon termination of this contract, PROVIDER shall engage an independent certified public accountant, agreed to by CITY, to audit the accuracy of reported auction sales for the preceding contract year, during the term of the contract, and the current year, at the termination of this contract, in accordance with the Statement on Standards for Attestation Engagements, as well as any other standards that may apply.
- 2H.4 Said CPA shall furnish, within ninety calendar days of the end of the contract year, a written report on agreed-upon procedures to CITY. The CPA must state in his report an opinion whether the auction sales and all other fees collected on behalf of CITY, as defined in the contract, and the amounts paid to CITY during the preceding year of the agreement are accurately stated.
- 2H.5 In the event the report reflects that there has been a deficiency in the gross sales reported to CITY or the payments due to CITY, such deficiency shall become immediately due and payable, with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In the event the report reflects an overpayment to CITY, PROVIDER shall be entitled to a credit against future payments, where the contract has not terminated, or reimbursement, where it has.
- 2H.6 CITY may, at any time, at its own expense, audit the abandoned vehicle auction operation conducted by PROVIDER pursuant to the terms of this contract.

III. PAYMENT

- 3.1 PROVIDER shall pay a minimum annual guarantee to CITY in accordance with Attachment I or a specified percentage of adjusted gross sales, whichever is greater. Said percentage shall be 90% between the commencement date of this contract and September 31, 2011; said percentage shall be 85% during the remainder of the term of this contract. Upon written notification, CITY and PROVIDER agree that the minimum annual guarantee structure set out in Attachment I shall be re-evaluated and renegotiated by CITY and/or PROVIDER if there is a significant change in the inherent value of the vehicles being sold at the auction due to macroeconomic factors. CITY and PROVIDER shall only be allowed to petition for a renegotiation within three months of the end of each contract year. CITY will consider petition only if the PROVIDER demonstrates performance that maximizes the potential revenue for each vehicle.
- 3.2 Adjusted gross sales shall mean the sum of (1) the amount of all revenue accruing to PROVIDER, whether by cash, check, or credit card, for each vehicle sold and (2) the amount of lost revenue resulting from errors or omissions on the part of PROVIDER. Adjusted gross sales does not include (1) the amount of Texas state sales tax due to the Texas State Comptroller per vehicle or (2) the auction processing fee. No other costs, fees, or expenses shall be deducted from the amount paid by a buyer when calculating adjusted gross sales. Adjusted gross sales shall not be offset for returned items or credits.

- 3.3 CITY shall not be obligated to pay any fee for a vehicle that does not sell at auction. CITY shall not be obligated to pay any fee that is not expressly provided for herein.
- 3.4 On the first day of each month, during the term of this contract, PROVIDER shall pay to CITY an amount that is one-twelfth of the minimum annual guarantee.
- 3.5 On the twentieth day following the end of each contract year, PROVIDER shall pay to CITY an amount equal to the difference between the specified percentage of adjusted gross sales and the minimum annual guarantee, if the specified percentage of adjusted gross sales is greater.
- 3.6 CITY shall not be obligated or liable under this contract to any party other than PROVIDER for payment of any monies or provision of any goods or services.
- 3.7 PROVIDER shall be responsible for all expenses incurred by PROVIDER in completing the work required by this contract, except as otherwise expressly provided. CITY shall not be obligated or liable to any third party under this contract for any fees or costs associated with the provision of any goods or services provided pursuant to this contract.

IV. LICENSES AND CERTIFICATIONS

- 4.1 All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials and all applicable state and federal laws and local ordinances must be complied with by PROVIDER. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.

V. OWNERSHIP OF RECORDS

- 5.1 The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law, including an ordinance, or in the transaction of official business.
- 5.2 PROVIDER acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J of Chapter 441 of the Texas Government Code. PROVIDER agrees that no such local government record produced by or on the behalf of PROVIDER pursuant to this contract shall be the subject of any copyright or proprietary claim by PROVIDER. PROVIDER acknowledges and agrees that all local government records, as described herein, produced

in the course of the work contemplated by this contract belong to and are the property of CITY.

5.3 PROVIDER shall not, under any circumstances, release any records created during the course of the performance of the work provided for by this contract to any entity without CITY's written permission, unless required to do so by a court of competent jurisdiction or a governmental agency. If PROVIDER is presented with a request for documents by a governmental agency or with a subpoena duces tecum seeking local government records, PROVIDER will give notice to the CITY to provide the CITY an opportunity to contest such process before the local government records are submitted to a court or third party. PROVIDER, however, is not obligated to withhold delivery of the local government records beyond the time ordered by the court, subpoena, or governmental agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

5.4 PROVIDER shall comply with all applicable federal, state, and local laws, rules, and regulations governing document ownership, access, and retention.

VI. RECORDS

6.1 PROVIDER must maintain all documents and records pertaining to the services rendered through this agreement and make them available to the CITY at the respective offices of the parties during the record retention period.

6.2 PROVIDER shall retain any and all documents produced as a result of its services for four years from the date of termination of the agreement, or any extension thereof, or, in the event that litigation is initiated in connection with the services provided by PROVIDER pursuant to this agreement, four years from the date of resolution of said litigation.

6.3 PROVIDER shall notify CITY immediately in the event PROVIDER receives any requests for information, other than a governmental agency request or subpoena, which is governed exclusively by section 5.3 above, from a third party which pertains to the documentation and records referenced herein. To the extent permitted by law, CITY will process all such requests.

VII. TERMINATION

7.1 For purposes of this agreement, "termination" of this agreement shall mean termination by expiration of the agreement term as set forth in article I of this agreement or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. CITY shall have the right to terminate this agreement upon written notice of no less than 30 calendar days, which notice shall be provided in accordance with article XVII. PROVIDER shall have the right to terminate this

agreement upon written notice of no less than 120 calendar days, which notice shall be provided in accordance with article XVII.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with article XVII, CITY may terminate this agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one or more of the following events, each of which shall constitute an event for cause under this agreement:

- a. the sale, transfer, pledge, conveyance or assignment of this agreement without prior approval, as provided in article X;
- b. PROVIDER is adjudicated a voluntary or involuntary bankrupt;
- c. PROVIDER institutes or suffers to be instituted any proceeding for a reorganization or rearrangement of PROVIDER's affairs;
- d. PROVIDER makes an assignment for the benefit of creditors;
- e. PROVIDER becomes insolvent or has a receiver of PROVIDER's assets or property appointed; or
- f. PROVIDER commits a material breach of the terms of this agreement, or any series of breaches, which, while not material in and of themselves, constitute a material breach taken as a whole.

7.4 Defaults With Opportunity for Cure. Should PROVIDER default in the performance of this agreement by failing to perform or failing to comply with any covenant herein required, other than a material breach, or by performing unsatisfactorily, as determined solely by CITY, same shall be considered an event of default. CITY shall deliver written notice of said default specifying such matters in default. PROVIDER shall have 15 calendar days after receipt of the written notice, provided in accordance with article XVII, to cure such default. If PROVIDER fails to cure the default to CITY's satisfaction within such 15-day cure period, CITY shall have the right, without further notice, to terminate this agreement, in whole or in part, as CITY deems appropriate, and to contract with another provider to complete the work required in this agreement. CITY shall also have the right to offset the cost of said new agreement with a new contractor against PROVIDER's future or unpaid invoices, subject to the duty on the part of CITY to mitigate its losses to the extent required by law.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this agreement is terminated, PROVIDER shall affect an orderly transfer to CITY or to such persons or firms as CITY may designate, at no additional cost to CITY, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by PROVIDER, or provided to PROVIDER, hereunder, regardless of storage medium, if so requested by CITY, or shall otherwise be retained by PROVIDER in accordance with article VI. Any record transfer shall be completed within 30 calendar

days of a written request by CITY and shall be completed at PROVIDER's sole cost and expense. Payment of compensation due or to become due to PROVIDER is conditioned upon delivery of all such documents, if requested.

- 7.7 Upon the effective date of termination of this agreement, PROVIDER shall cease all operations of work being performed by PROVIDER or any of its subcontractors pursuant to this agreement.
- 7.8 Termination not sole remedy. In no event shall CITY's action of terminating this agreement, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue PROVIDER for any default hereunder or other action.

VIII. NON-WAIVER

- 8.1 Unless otherwise specifically provided for in this contract, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

IX. INDEPENDENT CONTRACTOR

- 9.1 PROVIDER agrees that PROVIDER is an independent contractor and not an officer, agent, servant, or employee of City; that PROVIDER shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between CITY and PROVIDER, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint venturers between CITY and PROVIDER.
- 9.2 Regardless of where the work shall be performed, what supplies or resources are provided by CITY, what instruction or direction is provided by CITY, PROVIDER and those persons designated by it to provide services shall not be deemed employees of CITY and shall not be entitled to wages or benefits from CITY, other than the compensation

provided herein.

X. SUBCONTRACTING AND ASSIGNMENT

- 10.1 Any other clause of this contract to the contrary notwithstanding, none of the work or services covered by this contract shall be subcontracted without the prior written approval of CITY. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this contract. Compliance by subcontractors with this contract shall be the responsibility of PROVIDER.
- 10.2 ~~Despite CITY approval of a subcontract, CITY shall, in no event, be obligated to any third party, including any subcontractor of PROVIDER, for performance of work or services, nor shall CITY funds ever be used for payment of work or services performed prior to the date of contract execution or after the termination of this contract.~~
- 10.3 Except as otherwise stated herein, PROVIDER may not sell, assign, pledge, transfer, or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, without the prior written consent of CITY. As a condition of such consent, if such consent is granted, PROVIDER shall remain liable for completion of the services outlined in this contract in the event of default by the successor, assignee, transferee, or subcontractor.
- 10.4 Any attempt to transfer, pledge, or otherwise assign this contract without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should PROVIDER assign, transfer, convey, delegate, or otherwise dispose of any part or all of its right, title, or interest in this contract, CITY may, at its option, cancel this contract and all rights, titles, and interest of PROVIDER shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this contract. The violation of this provision by PROVIDER shall in no event release PROVIDER from any obligation under the terms of this contract, nor shall it relieve or release PROVIDER from the payment of any damages to CITY, which CITY sustains as a result of such violation.

XI. CONFLICT OF INTEREST

- 11.1 PROVIDER acknowledges that it is informed that the Charter of the City of San Antonio and CITY's Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, supplies, or services, if any of the following individuals or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair

market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

- 11.2 Pursuant to the subsection above, PROVIDER warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees, and agents, to the exclusion of off-duty SAPD police officers that are hired by PROVIDER, are neither officers nor employees of CITY. PROVIDER further warrants and certifies that it has tendered to CITY a discretionary contracts disclosure statement in compliance with CITY's Ethics Code.
- 11.3 PROVIDER shall not knowingly engage in financial transactions using nonpublic City information to unfairly advance private interests. For purposes of this section, nonpublic City information does not include the following: (1) information which is generally available to the public, or thereafter, without any fault of PROVIDER, becomes generally available to the public, or which is general knowledge; or (2) information which was already in the possession of PROVIDER prior to the date of this contract.
- 11.4 PROVIDER shall not solicit or accept any gift or other item of monetary value from any person or entity that PROVIDER knows is being offered with the intent to improperly influence conduct of the PROVIDER.
- 11.5 PROVIDER shall not knowingly give improper preferential treatment to any private organization or individual in connection with the provision of services pursuant to the provisions of this contract unless otherwise permitted elsewhere in this contract.
- 11.6 PROVIDER shall endeavor to avoid any actions creating the appearance that it is violating the law or the ethical standards set out in this article.
- 11.7 PROVIDER shall cause each employee of PROVIDER working at the VSF, to the exclusion of SAPD off-duty police officers employed by PROVIDER or otherwise working at the auction lot at the VSF, to sign a document including the covenants set forth in this article and that the employee will comply with the same.

XII. INDEMNITY

- 12.1 **PROVIDER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY**

ARISING OUT OF, RESULTING FROM OR RELATED TO PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF PROVIDER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF PROVIDER, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM OR RELATED TO THE NEGLIGENCE, INTENTIONAL CONDUCT, WILLFUL CONDUCT, WANTON CONDUCT, AND/OR MALICIOUS CONDUCT OF CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LOSSES. IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 12.2 THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. PROVIDER SHALL ADVISE THE CITY IN WRITING WITHIN TWENTY-FOUR HOURS OF ANY CLAIM OR DEMAND AGAINST CITY OR PROVIDER KNOWN TO PROVIDER RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PROVIDER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

XIII. INSURANCE

- 13.1 Prior to the commencement of any work under this agreement, PROVIDER shall furnish copies of all required endorsements and completed certificates of insurance to the CITY's police department, which shall be clearly labeled "UR Vehicle Management Solutions" as the description of operations on the certificate. The certificates shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. CITY will not accept memoranda of insurance or binders as proof of insurance. Certificates or forms must have the agent's signature and telephone number and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized

representative to CITY. CITY shall have no duty to pay or perform under this agreement until such certificates and endorsements have been received and approved by CITY's police department. No officer or employee, other than CITY's risk manager, shall have authority to waive this requirement.

13.2 CITY reserves the right to review the insurance requirements of this article during the effective period of this agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's risk manager based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. In no instance will CITY allow modification whereupon CITY may incur increased risk.

13.3 ~~PROVIDER's financial integrity is of interest to the CITY; therefore, subject to PROVIDER's right to maintain reasonable deductibles in such amounts as are approved by CITY, PROVIDER shall obtain and maintain in full force and effect for the duration of this agreement, and any extension hereof, at PROVIDER's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:~~

TYPES	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limit \$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

13.4 As they apply to the limits required by CITY, CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by CITY, and may, when reasonable, require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). PROVIDER shall be required to comply with any such requests and shall submit a copy of the replacement certificates of insurance to CITY at the address provided below within ten days of the requested change. PROVIDER shall pay any costs incurred resulting from said changes. All notices under this article shall be given to CITY at the following address:

Contract Services Manager
San Antonio Police Department
214 W. Nueva
San Antonio, Texas 78207

13.5 PROVIDER agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- A. name CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY, with the exception of the workers' compensation and professional liability policies; and
- B. provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than thirty calendar days advance notice for nonpayment of premium; and
- C. workers' compensation, employers' liability, and automobile liability policies will provide a waiver of subrogation in favor of CITY.

13.6 Within five calendar days of a suspension, cancellation, or non-renewal of coverage, PROVIDER shall provide a replacement certificate of insurance and applicable endorsements to CITY. CITY shall have the option to suspend PROVIDER's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.

13.7 In addition to any other remedies CITY may have upon PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order PROVIDER to stop work hereunder and/or withhold any payments which become due to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof.

- 13.8 Nothing herein contained shall be construed as limiting in any way the extent to which PROVIDER may be held responsible for payments of damages to persons or property resulting from PROVIDER's or PROVIDER's subcontractors' performance of the work covered under this agreement.
- 13.9 It is agreed that PROVIDER's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by CITY for liability arising out of operations under this agreement.
- 13.10 It is understood and agreed that the insurance required pursuant to this article is in addition to and separate from any other obligation contained in this agreement and that no claim or action by or on behalf of CITY shall be limited to the insurance coverage provided.
- 13.11 PROVIDER and any subcontractors are responsible for all damage to their own equipment and/or property.

XIV. CHANGES AND AMENDMENTS

- 14.1 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and PROVIDER.

XV. ENTIRE AGREEMENT

- 15.1 This contract and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

XVI. SEVERABILITY

- 16.1 If any clause or provision of this contract is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the city charter, city code, or ordinances of the city of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XVII. NOTICES

- 17.1 For purposes of this contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

Contract Services Manager
San Antonio Police Department
214 W. Nueva
San Antonio, Texas 78207

PROVIDER

Gerald Cocoran
United Road Towing, Inc. d/b/a
UR Vehicle Management Solutions
9550 Bormet Drive, Suite 301
Mokema, Illinois 60448
Attn: President

XVIII. LAW APPLICABLE

- 18.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.
- 18.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

XIX. LEGAL AUTHORITY

- 19.1 The signer of this contract for PROVIDER represents, warrants, assures, and guarantees that he has full legal authority to execute this contract on behalf of PROVIDER and to bind PROVIDER to all of the terms, conditions, provisions, and obligations herein contained.

XX. PARTIES BOUND

- 20.1 This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein. No provision within this contract is intended to benefit a third party and thus no provision of this contract shall be interpreted to benefit or otherwise create any right or interest in favor of a third party.

XXI. GENDER

21.1 Words of any gender used in this contract shall be held and construed gender, and words in the singular number shall be held to include the context otherwise requires.

XXII. CAPTIONS

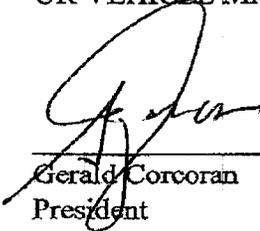
22.1 The captions contained in this contract are for convenience of reference way limit or enlarge the terms and/or conditions of this contract.

EXECUTED IN DUPLICATE ORIGINALS on _____, 2011.

CITY OF SAN ANTONIO

UNITED ROAD TOWING, INC. D/B/A
UR VEHICLE MANAGEMENT SOLUTIONS

Sheryl L. Sculley
City Manager



Gerald Corcoran
President

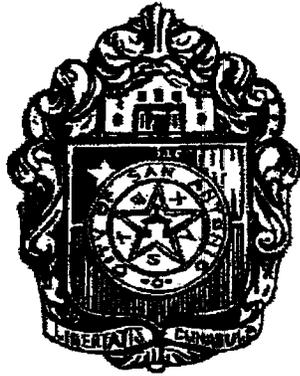
APPROVED AS TO FORM:

City Attorney

ATTACHMENT 1

Number of Vehicles Auctioned	Minimum Annual Guarantee
Over 7500	3,750,000
7500 – 7001	3,600,000
7000 – 6501	3,500,000
6500 – 6001	3,300,000
6000 – 5501	3,100,000
5500 – 5001	2,800,000
5000 – 4501	2,300,000
4500 – 4001	2,000,000
4000 – 3501	1,600,000
less than 3500	parties will negotiate

Exhibit A
Phase II Report



PHASE II ENVIRONMENTAL INVESTIGATION

**Growdon Road Impound Lot
San Antonio, Texas
Project No. EM08-PH2-013**



**Prepared for:
City of San Antonio
San Antonio Police Department**

**Prepared By:
Solid Waste Management
1920 Grandstand
San Antonio, Texas 78238
October 2007**

INTRODUCTION

A Phase I Environmental Site Assessment (ESA) was conducted by Environmental Resources Management for United Road Towing on the Growdon Road Police Impound Lot (LOT). This Phase I ESA identified two recognized environmental concerns. The Solid Waste Management Department (SWMD) was requested by San Antonio Police Department (SAPD) to assess one of these areas of concern. Specifically, the Phase I ESA identified the western edge of the LOT (picture 1 and 2), which is approximately 40' x 250,' where significantly damaged vehicles are stored. SAPD staff currently places sand below these vehicles to absorb leaks. The Phase I ESA suggests that storm water may wash some of this sand off of the LOT toward Leon Creek.

The western end of the impound lot has a small grassy field (picture 3) past the asphalted area ending at the property's boundary where the northern and southern fences meet. This grassy field is approximately 450 feet from the edge of the asphalt to the fence line. Leon Creek is located approximately 400 feet from the fence. The southern fence has some flood debris and a 6 inch high drainage swale. Drainage from the site appears to sheet flow to the south, southwest.

The initial site visit occurred on October 18, 2007 when the SWMD met with members of the SAPD to discuss the site's history, daily operations and concerns.

This Phase II Environmental Investigation was performed in accordance with our Special Projects Authorization Form, Special Request No: EM08-PH2-013, dated October 18, 2007.

SCOPE OF WORK

The proposed scope of work consisted of eleven samples with ten samples taken along the southern fence (picture 4), northern fence (picture 5) and from the field within 100 feet from the edge of the asphalt. A single sample was taken from the back field approximately 175 feet from the edge of the asphalt. These samples were tested for Total Petroleum Hydrocarbons (TPH), and RCRA 8 Metals consisting of Mercury, Arsenic, Barium, Cadmium, Chromium, Lead, Selenium, and Silver. The concentration of these analytes will help determine if there is any contamination occurring from storm water run off of the LOT that might affect the grassy field, and subsequently areas past the fence line. All samples were collected inside the fence. The samples' coordinates were taken to establish their exact locations. No major excavation activities were performed.

FIELD ACTIVITIES

Field activities were conducted on October 19, 2007. A total of eleven samples were taken from the subject site. Based on the location of the leaking and buried vehicles on the lot, it was determined that the samples should be taken from the surrounding area along the northern and southern fence and the open field located within 100 feet from the aforementioned vehicles. Sample jars supplied from a certified laboratory were used in the collecting of the samples. Proper decontamination procedures were used before the collection of every sample. Unfortunately, the LOT is asphalted up to the fence line on the southern boundary. Therefore samples collected in this area are from sand deposited on top of the asphalt LOT.

SOIL SAMPLE COLLECTION

Three samples were taken near the southern fence with samples G1 and G2 consisting of sand and soil on top of the asphalt. The third sample, G3, along the southern fence was taken from six inches below ground, with the first 4 inches being sand and rock with native soil underneath. The samples from the open field, G4-G6, were also taken from the surface to six inches below ground each with approximately 3-4 inches of sand and rock. A duplicate sample was taken from the G5 sample location. Samples G7-G9 were taken along the northern fence at six inches below ground with no sand or rock found. Sample G10 was taken from the backfield exhibiting the same sand and rock depth before hitting native soil as in samples G4-G6. Based on the heavy sand content of the samples, these soil samples appear to be composed of the sand used to absorb the leaks of the significantly damaged vehicles. With the exception of samples G1 and G2, all samples were collected inside the fence, but off of the asphalt lot. G1 and G2 were collected on the asphalt lot. Sample coordinates were also taken of each sampling point as presented in Figure 1.

LABORATORY ANALYSES AND RESULTS

Laboratory Analyses

In total, eleven soil samples were collected and were delivered for testing of Total Petroleum Hydrocarbons (TPH), Method TX 1005, and Mercury, Arsenic, Barium, Cadmium, Chromium, Lead, Selenium and Silver (RCRA 8 Metals), Method SW7471A/SW8010B. A Chain of Custody form was signed and delivered along with the samples and are attached.

Analytical Results

Results of the laboratory reports show total TPH concentrations of less than 50 mg/Kg for nine of the eleven samples collected. Samples G2 and G3 exhibited a total of 598 mg/Kg and 87 mg/Kg respectively.

Results from the RCRA 8 Metals analysis indicate low level concentrations for Mercury, Arsenic, Barium, Cadmium, Chromium, Selenium and Silver. Concentrations for Mercury, Selenium and Silver were below their respective laboratory detection limits for all samples. Barium had results ranging from 13.8 mg/Kg at G1 to 67.6 mg/Kg at G5. All Cadmium levels were below laboratory detection limits except for one concentration of 0.74 mg/Kg at G2. Chromium concentrations varied from 1.85 mg/Kg at G1 to 24.5 mg/Kg at G5. Lead samples ranged from 3.44 mg/Kg at G1 to 20.3 mg/Kg at G5, with an outlier of 137 mg/Kg at sampling point G2. A summary of the analytical results are outlined in the table below.

	G1	G2	G3	G4	G5	G6	G7	G8	G9	G10	Tier 1 Residential PCL
TPH C6-C12	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	590
TPH C12-C28	<50	507	87	<50	<50	<50	<50	<50	<50	<50	590
TPH C28-C35	<50	91	<50	<50	<50	<50	<50	<50	<50	<50	590
TPH (Total)	<50	598*	87	<50	<50	<50	<50	<50	<50	<50	
											Texas Background Limits
Mercury	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	0.04
Arsenic	<2.5	3.91	<2.5	7.78	3.29	7.03	4.28	6.46	3.52	5.96	5.9
Barium	13.8	50.1	86.6	64.6	67.6	62.8	65.5	63.7	62.8	36.3	300
Cadmium	<0.25	0.74	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	52
Chromium	1.85	20.2	16.5	24.2	24.5	22	21.3	21.6	21.4	12.1	30
Lead	3.44	137	13.9	19.6	20.3	15.1	17.9	18.7	16	15.5	15
Selenium	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	<2.5	0.3
Silver	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	<0.48	96

*Below Commercial/Industrial Action Level of 12,000 mg/Kg

FINDINGS AND CONCLUSIONS

The results were compared to TCEQ Tier 1 Protective Concentration Levels or Texas-Specific Background limits as applicable. Every sample, with the exception of G2, was below the action levels for residential areas. TPH concentrations for G2 were slightly over the Tier 1 Residential PCL of 590 mg/Kg but well below the 12,000 mg/Kg Tier 1 Commercial/Industrial PCLs. All RCRA 8 Metals were also below set limits except for G2. This sample, as described previously, is on the asphalt lot and does not represent off site contamination. The sand observed at the location of G1 and G2 supports the assumption that storm water carries the sand away from where the significantly damaged vehicles are located.

Based on our field investigation and laboratory analytical results, the SWMD has identified the following:

- Results of the laboratory analyses indicate that the TPH concentrations in all the samples collected during the investigation were below action level limits. Despite the slightly elevated results for arsenic and lead at several of the sampling points, on average the site exhibits concentrations for the RCRA 8 Metals within the Texas-Specific Background limits, excluding the result for lead at the G2 sampling site. All samples collected down gradient of the asphalt lot were below appropriate action levels. The only elevated level of any constituent (lead) was found on the asphalt and not on the native soil.
- The drainage flow of the western part of the Growdon Impound Lot is south, southwest and carries moderate amounts of sand towards the southern half of the open field and towards the southern fence.
- No significant concentrations indicating impact from storm water run off from the LOT were determined.

RECOMMENDATIONS

Growdon Road Impound Lot
San Antonio, Texas

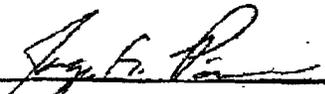
October 30, 2007
Project No. EM08-PH2-013

Based on the findings of this investigation, SWMD recommends the following:

- The placement of a berm around the leaking and burned vehicles will greatly reduce any run off of sand from the lot towards the field or off-site.
- Scheduled sweeping activities at the site will help reduce excess sand and other contaminants from accumulating on the asphalt that may migrate away from the LOT.
- Remove the accumulated sand and debris along the southern fence, thus eliminating the soil exhibiting the high lead concentration found at the G2 sampling point.

If you have any questions concerning this report, or if we can assist you in any other matter, please contact me at (210) 207-6437.

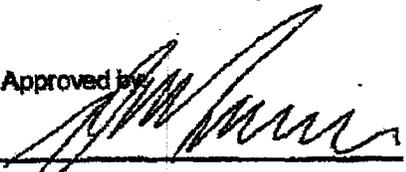
Sincerely,



Jorge G. Paramo

Sr. Environmental Protection Officer

Approved by



David Newman

Environmental Services Manager

FIGURES
SITE LOCATION MAP

APPENDIX A
SITE PHOTOGRAPHS

Growdon Impound Lot



Picture 1 Asphalt Lot



Picture 2 Asphalt Lot

Growdon Impound Lot

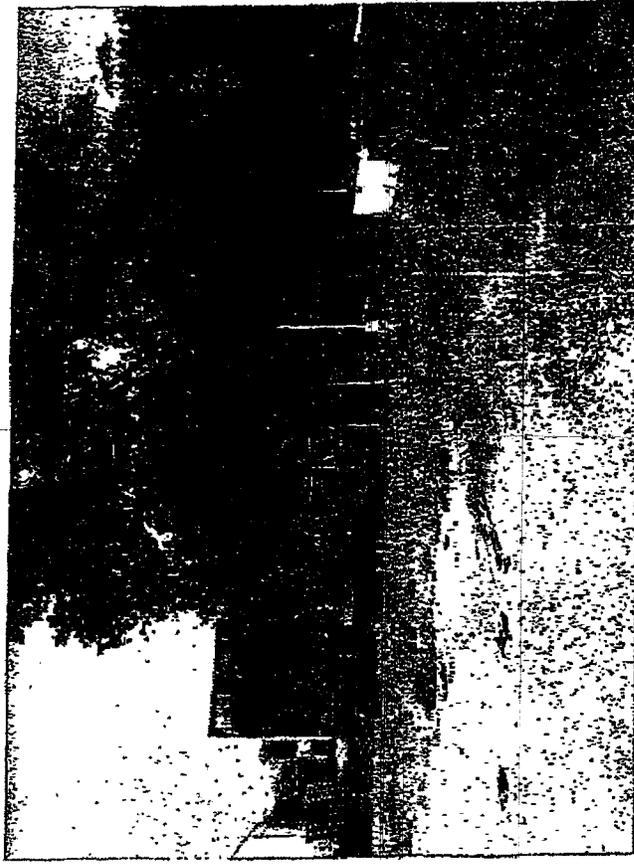


Picture 3 Grassy Field

Picture 4 Southern Fence



Growdon Impound Lot



Picture 5 Northern Fence

APPENDIX B
LABORATORY REPORT AND CHAIN OF CUSTODY DOCUMENTATION

CHAIN OF CUSTODY
RECORD

COC #: 3032

lot c



**ALAMO ANALYTICAL
LABORATORIES LTD.**
10526 Gulfdale
San Antonio, Texas 78216
(210) 340-8121 • (800) 572-6955
Fax: (210) 340-8123
www.alamoanalytical.com
admin@alamoanalytical.com

MUST BE COMPLETED BY CLIENT

Client Name: City of San Antonio	Client P.O. #:	Turnaround time: Standard <input checked="" type="checkbox"/> (in working days)
Project Manager: David Newman	Phone #: (210) 207-6441	RUSH: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3-5 <input type="checkbox"/> Days (additional charges)
Address: 1930 Grandstand	Fax #: (210) 207-6411	TRRP 18 Report: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (additional charges)
Project Number:	Project Name: Grandstand Impound Soil	Analyte for Permit Compliance: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Project Location: Street on Impound Lot	Sample Signature: [Signature]	DMR Form Required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

ID# LAB USE ONLY	Sampling		Composite	Grab	Matrix	FIELD ID #	FIELD DESCRIPTION	No. of Containers	ANALYSIS		REMARKS (Preservation, Packaging, Etc.)
	Date	Time							TPH	PCPA	
710250-01	10/19/07	930		X	Soil	G1	6" Southern Fence	1	X	X	
-02		935				G2	6" Southern Fence				
-03		940				G3	6" Southern Fence				
-04		1000				G4	6" Field				
-05		1008				G5	6" Field				
-06		1008				G5 dup	6" Field				
-07		1010				G6	6" Field				
-08		1035				G7	6" Northern Fence				
-09		1040				G8	6" Northern Fence				
-10		1045				G9	6" Northern Fence				

Relinquished by: (Signature / Print Name) [Signature]	Date 10/19/07	Time 1216	Received by: (Signature) [Signature]
Relinquished by: (Signature / Print Name)	Date	Time	Received by: (Signature)
Relinquished by: (Signature / Print Name)	Date	Time	Received by: (Signature)
Relinquished by: (Signature / Print Name)	Date	Time	Received by: (Signature)

Headspace	<input type="checkbox"/>	If Yes, Amt. 500
Properly Sealed	<input checked="" type="checkbox"/>	If No, Explain
Chilled 4°C	<input checked="" type="checkbox"/>	If No, Temp.
Comments:		

10/25/2007 13:44 218680223

ALAMOLABS

PAGE 02/21



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guiltake - San Antonio, Texas 78215-3601 - (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Crowdon Impound soil
 Client Sample ID: G1 6" Southern Fence
 Lab ID: 0710100-01A

Report Date: 23-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Reporting			Units	Date
	Result	Limit	DF		
Hydrocarbons, C9-C12	<50	50	1	mg/kg	23-Oct-07
Hydrocarbons, >C12-C28	<50	50	1	mg/kg	23-Oct-07
Hydrocarbons, >C28-C35	<50	50	1	mg/kg	23-Oct-07
Hydrocarbons, C9-C35	<50	50	1	mg/kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	80%	70-130
1-Chlorononane	71%	70-130

For Surrogates: 0 = Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

50526 Guadalupe • San Antonio, Texas 78216-3681 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Greenwood Impound soil
 Client Sample ID: G2 6" Southern Fence
 Lab ID: 0710100-02A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: BS

Analyte	Reporting			Units	Date
	Result	Limit	ERR		Analyzed
Hydrocarbons, C6-C12	<50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	507	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	91	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C6-C35	596	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	0%	70-130
1-Chlorooctane	76%	70-130

For Surrogates: 0 = EL Out

Approved by:


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gujdale • San Antonio, Texas 78216-3691 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater Inspection and
 Client Sample ID: G3 5" Southern Fence
 Lab ID: 0710100-03A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS
TX1005

Analyst: ES

Analyte	Reporting			Units	Date
	Result	Limit	DF		Analyzed
Hydrocarbons, C6-C12	<50	50	1	mg/kg	23-Oct-07
Hydrocarbons, >C12-C28	87	50	1	mg/kg	23-Oct-07
Hydrocarbons, >C28-C35	<50	50	1	mg/kg	23-Oct-07
Hydrocarbons, C8-C35	87	50	1	mg/kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorodecane	107%	70-130
1-Chlorooctane	76%	70-130

For Surrogate: 0 = DL Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guillelo • San Antonio, Texas 78216-3601 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Ground Impoundment
 Client Sample ID: 04 # Field
 Lab ID: 0710100-04A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Reporting			Units	Date
	Result	Limit	DF		Analyzed
Hydrocarbons, GS-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C36	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, GS-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	88%	70-130
1-Chlorooctane	71%	70-130

For Surrogate: 0 = Dil Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guadalupe • San Antonio, Texas 78216-3661 • (210) 348-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growth in ground soil
 Client Sample ID: G5 6th Field
 Lab ID: 0710100-05A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: BS

Analyte	Reporting			Units	Date Analyzed
	Result	Limit	DR		
Hydrocarbons, C8-C12	<50	50	1	mg/kg	23-Oct-07
Hydrocarbons, >C12-C28	<50	50	1	mg/kg	23-Oct-07
Hydrocarbons, >C28-C35	<50	50	1	mg/kg	23-Oct-07
Hydrocarbons, C6-C35	<50	50	1	mg/kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	96%	70-130
1-Chlorooctane	76%	70-130

For Surrogates: 0 = Dil. Oct

Approved by: *[Signature]*



ALAN ANALYTICAL LABORATORIES, LTD.

16526 Guildale - San Antonio, Texas 78216-3501 - (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Grovedon Impound soil
 Client Sample ID: G5 dup 6 Field
 Lab ID: 0710100-06A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Result	Reporting		Units	Date
		Unit	DF		Analyzed
Hydrocarbons, C8-C12	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	23-Oct-07
Hydrocarbons, C8-C35	< 50	50	1	mg/Kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorodecane	90%	70-130
1-Chlorooctane	71%	70-130

For Surrogates: 0 = DJ, Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guadalupe - San Antonio, Texas 78216-3601 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater Impact soil
 Client Sample ID: G6 6" Field
 Lab ID: 0710100-07A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: BS

Analyte	Result	Reporting			Units	Date Analyzed
		Limit	DF	Yield		
Hydrocarbons, C6-C12	<50	50	1		mg/kg	23-Oct-07
Hydrocarbons, >C12-C28	<50	50	1		mg/kg	23-Oct-07
Hydrocarbons, >C28-C36	<50	50	1		mg/kg	23-Oct-07
Hydrocarbons, C6-C36	<50	50	1		mg/kg	23-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	88%	70-130
1-Chlorooctane	71%	70-130

For Surrogates: 0 = Fill Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guadalupe • San Antonio, Texas 78216-3601 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Crowdon Enclosed soil
 Client Sample ID: G7 6" Northern Fence
 Lab ID: 0710100-08A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Result	Reporting			Units	Date Analyzed
		Limit	DF			
Hydrocarbons, C6-C12	< 50	50	1	mg/kg	28-Oct-07	
Hydrocarbons, >C12-C28	< 50	50	1	mg/kg	23-Oct-07	
Hydrocarbons, >C28-C35	< 50	50	1	mg/kg	23-Oct-07	
Hydrocarbons, C6-C35	< 50	50	1	mg/kg	23-Oct-07	

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	91%	70-130
1-Chlorooctane	70%	70-130

For Surrogates: 0 = Det. Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guilford • San Antonio, Texas 78236-3601 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater monitoring well
 Client Sample ID: GE 6th Northern Fence
 Lab ID: 0710100-09A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: ES

Analyte	Reporting			Units	Date
	Result	Limit	DF		Analyzed
Hydrocarbons, C6-C12	< 50	50	1	mg/Kg	25-Oct-07
Hydrocarbons, >C12-C28	< 50	50	1	mg/Kg	25-Oct-07
Hydrocarbons, >C28-C35	< 50	50	1	mg/Kg	25-Oct-07
Hydrocarbons, C6-C35	< 50	50	1	mg/Kg	25-Oct-07

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	80%	70-130
1-Chlorooctane	72%	70-130

For Surrogates: 0 = Dil. Out

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

18526 Guadalupe • San Antonio, Texas 78216-3801 • (210) 349-8121

Client: City of San Antonio
Work Order: 0710100
Project Name: Groundwater Impoundment
Client Sample ID: G9 6" Northern Fence
Lab ID: 0710100-10A

Report Date: 25-Oct-07
Date Received: 19-Oct-07
Collection Date: 19-Oct-07
Preparation Date: 23-Oct-07
Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS

TX1005

Analyst: BS

Analyte	Result	Reporting			Units	Date
		Limit	DF			Analyzed
Hydrocarbons, C6-C12	<50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, >C12-C28	<50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, >C28-C35	<50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, C6-C35	<50	50	1	mg/Kg	23-Oct-07	

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	97%	70-130
1-Chlorooctane	75%	70-130

For Surrogates: 0 = Dil. Out

Approved by:


ALAND ANALYTICAL LABORATORIES, LTD.

10526 Gullflete • San Antonio, Texas 78216-3601 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Crowdon Inbound soil
 Client Sample ID: G10 6" Backfill
 Lab ID: 0710100-11A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Preparation Date: 23-Oct-07
 Matrix: SOIL

TOTAL PETROLEUM HYDROCARBONS
TX1005

Analyst: BS

Analyte	Result	Reporting			Units	Date
		Limit	DF			Analyzed
Hydrocarbons, C8-C12	<50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, >C12-C28	<50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, >C28-C35	<50	50	1	mg/Kg	23-Oct-07	
Hydrocarbons, C6-C35	<50	50	1	mg/Kg	23-Oct-07	

Surrogate Recoveries

Analyte	Recovery	Control Limits
1-Chlorooctadecane	93%	70-130
1-Chlorooctane	73%	70-130

For Surrogates: 0 = Nil, Out

Approved by:



ALAMOL ANALYTICAL LABORATORIES, LTD.

10526 Guffdale • San Antonio, Texas 78216-3601 • (214) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Impound soil
 Client Sample ID: G1 6' Southern Fence
 Lab ID: 0710100-01A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SCHL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL		597471A				Analyst: JOL
Mercury	<0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
METALS-RCRA, Total		896010B				Analyst: JOL
Arsenic	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	18.8	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	<0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	1.85	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	3.44	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	<0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guffdale • San Antonio, Texas 78218-3601 • (210) 349-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater soil
 Client Sample ID: G2 6" Southern Fence
 Lab ID: 0710100-02A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting		Units	Digestion	Date
		Limit	DF		Date	Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
METALS-RCRA, Total						
Arsenic	3.91	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	50.1	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	0.74	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	20.2	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	137	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

18528 Guffnote · San Antonio, Texas 78216-2601 · (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater Impoundment
 Client Sample ID: G3 6" Southern Fence
 Lab ID: 0710100-03A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting		Units	Digestion	Date
		Limit	DF		Date	Analyzed
MERCURY, TOTAL						
Mercury	<0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
METALS-RCRA, Total						
Arsenic	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	88.6	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	<0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	16.5	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	13.9	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	<0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAM ANALYTICAL LABORATORIES, LTD.

10526 Guldale • San Antonio, Texas 78216-3682 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater Remedial Well
 Client Sample ID: 04 6" Field
 Lab ID: 0710100-04A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting		Units	Digestion	Date
		Limit	DF		Date	Analyzed
MERCURY, TOTAL						
Mercury	<0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	7.78	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	84.8	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	<0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	24.2	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	19.8	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	<0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:


ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guadalupe • San Antonio, Texas 78215-3601 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater Improvement soft
 Test Sample ID: G5 6" Field
 Lab ID: 0710100-05A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SCHL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY TOTAL		SW7471A				Analyst: JOL
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
METALS-BCRA, Total		SW60108				Analyst: JOL
Arsenic	3.29	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	67.6	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	24.5	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	20.3	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Giffdale • San Antonio, Texas 78216-3581 • (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater Impact soil
 Client Sample ID: GS dup 6" Field
 Lab ID: 0710100-06A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	8.21	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	88.4	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	24.9	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	20.7	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALANO ANALYTICAL LABORATORIES, LTD.

30526 Guadalupe • San Antonio, Texas 78216-3601 • (210) 348-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Growdon Inground soil
 Client Sample ID: G6 6" Field
 Lab ID: 8710100-07A

Report Date: 25-Oct-07
 Data Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	<0.04	0.04	1	mg/Kg	23-Oct-07	Analyst: JOL 23-Oct-07
METALS-RCRA, Total						
Arsenic	7.03	2.5	1	mg/Kg	23-Oct-07	Analyst: JOL 24-Oct-07
Barium	62.8	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	<0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	22	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	16.1	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	<0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Gulfdale - San Antonio, Texas 78216-3501 - (210) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Crowdon Inbound soil
 Client Sample ID: G7 6' Northern Fence
 Lab ID: 0710100-03A

Report Date: 25-Oct-07
 Data Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						Analyst: JOL
Mercury	<0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
METALS-RCRA, Total						Analyst: JOL
Arsenic	4.28	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	86.5	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	<0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	21.3	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	17.9	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	<0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

10526 Guadalupe - San Antonio, Texas 78216-3601 • (210) 348-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater Impact and
 Client Sample ID: GS 6" Northern Fence
 Lab ID: 0710100-09A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	< 0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-PCRA, Total						
Arsenic	6.48	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	63.7	0.6	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	< 0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	21.6	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	18.7	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	< 2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	< 0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALANO ANALYTICAL LABORATORIES, LTD.

18526 Guadalupe • San Antonio, Texas 78216-3601 • (210) 349-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Groundwater
 Client Sample ID: G9 6" Northern Fence
 Lab ID: 0710100-10A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SOIL

Analyte	Result	Reporting Limit	DF	Units	Digestion Date	Date Analyzed
MERCURY, TOTAL						
Mercury	<0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
						Analyst: JOL
METALS-RCRA, Total						
Arsenic	3.62	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Berium	62.8	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	<0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	21.4	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	16	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	<0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:



ALAMO ANALYTICAL LABORATORIES, LTD.

18526 Guiffale • San Antonio, Texas 78218-3601 • (214) 340-8121

Client: City of San Antonio
 Work Order: 0710100
 Project Name: Crowdon Trampoline
 Client Sample ID: G10 6th Backfield
 Lab ID: 0710100-11A

Report Date: 25-Oct-07
 Date Received: 19-Oct-07
 Collection Date: 19-Oct-07
 Matrix: SCHL

Analyte	Result	Reporting Limit	DF	Unit	Digestion Date	Date Analyzed
MERCURY, TOTAL						Analyst: JOL
Mercury	<0.04	0.04	1	mg/Kg	23-Oct-07	23-Oct-07
METALS-SCBA, Total						Analyst: JOL
Arsenic	5.99	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Barium	56.3	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Cadmium	<0.25	0.25	1	mg/Kg	23-Oct-07	24-Oct-07
Chromium	12.1	0.5	1	mg/Kg	23-Oct-07	24-Oct-07
Lead	15.5	1.5	1	mg/Kg	23-Oct-07	24-Oct-07
Selenium	<2.5	2.5	1	mg/Kg	23-Oct-07	24-Oct-07
Silver	<0.48	0.48	1	mg/Kg	23-Oct-07	24-Oct-07

Approved by:

**ALAMO ANALYTICAL LABORATORIES, LTD.**

10526 Guadalupe • San Antonio, Texas 78216-3601 • (210) 340-8111

Date: 25-Oct-07

CLIENT: City of San Antonio
Work Order: 0710100

Project: Crowdon Impound soil

QC SUMMARY REPORT

Analyte	%REC					%FRC			RPD		Low-High Limit
	BLK	SPK value	LOS	LCSD	RPD %	RPD Limit	MS	MSD	%	Limit	
Batch ID: HG_R_S-10/23/2007	TestName: MERCURY, TOTAL										
Run ID: HG_071023A	Test Code: SW7471A					Units: mg/Kg	Analysis Date: 10/23/2007 2:00:00 PM		Prep Date: 10/23/2007		
Mercury	<0.04	0.5	101.8%	97.8%	4.0	25.0	95.8%	97.8%	2.0	25.0	77-120
Batch ID: RCRA7_S-10/24/2007	TestName: METALS-RCRA, Total										
Run ID: ICP_071024D	Test Code: SW6010E					Units: mg/Kg	Analysis Date: 10/24/2007 4:00:00 PM		Prep Date: 10/23/2007		
Arsenic	<2.8	50	105.8%	105.4%	0.0	30.0	85.8%	84.7%	1.0	30.0	80-120
Barium	<0.8	50	103.0%	103.2%	0.0	30.0	80.2%	74.8%	4.0	30.0	80-120
Cadmium	<0.35	50	104.0%	103.2%	1.0	30.0	88.4%	89.2%	0.0	30.0	80-120
Chromium	<0.8	50	95.4%	86.4%	1.0	30.0	73.4%	72.4%	1.0	30.0	80-120
Lead	<1.5	50	101.0%	86.4%	3.0	30.0	74.0%	73.2%	0.0	30.0	80-120
Selenium	<2.5	50	98.8%	86.8%	0.0	30.0	83.4%	75.4%	5.0	30.0	80-120
Silver	<0.48	50	102.8%	104.8%	2.0	30.0	89.2%	89.0%	1.0	30.0	80-120
Batch ID: TPH1008_S-10/23/2007	TestName: TOTAL PETROLEUM HYDROCARBONS										
Run ID: TPH_071028A	Test Code: TX1008					Units: mg/Kg	Analysis Date: 10/23/2007		Prep Date: 10/23/2007		
Hydrocarbons, C8-C12	<50	800	93.3%	91.7%	1.0	30.0	87.3%	85.2%	3.0	30.0	75-125
Hydrocarbons, >C12-C28	<50	800	104.7%	104.5%	0.0	30.0	107.8%	94.5%	15.0	30.0	75-125
Hydrocarbons, >C28-C36	<50										
Hydrocarbons, C8-C36	<50	1200	97.8%	88.1%	1.0	30.0	87.8%	80.0%	3.0	30.0	75-125
			Successes								
1-Chlorooctadecane	108.8	120	108.8%	110.1%	0.0	30.0	119.1%	108.0%	0.0	0.0	70-130
1-Chlorodecane	88.1	120	108.8%	108.8%	0.0	30.0	108.8%	88.3%	0.0	30.0	70-130

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