

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 19, 2010 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
HAZARDOUS MATERIALS INSPECTION SERVICES THOMPSON CREEK HMG PROPERTIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE/JOHN KOTTMANN CITY CLERK/CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to accept the proposal submitted by AQS Environmental for inspection of the acquired residential properties for asbestos, lead and mercury prior to demolition in the amount of \$450.00 per home, not exceeding \$9,900.00 for up to 22 homes.

**FISCAL IMPACT**

The FY 10/11 Capital budget provides funding. These costs will be partially reimbursed as part of the Thompson Creek Hazard Mitigation Grant.

**RECOMMENDATION**

Approval.

**BACKGROUND**

At the February 2, 2010 City Council meeting the Council accepted a FEMA grant award of \$2,040,930.00 to facilitate the acquisition of up to 24 homes along Thompson Creek. The conditions of the grant require the demolition of the properties. In order to obtain demolition bids it is necessary to have inspections performed and the results made available to the demolition contractors prior to submitting bids.

Proposals were obtained from AQS Environmental, AMI Environmental, and RDG Geoscience & Engineering. The proposals from each company are attached. A summary of the proposed fee per home from each company is as follows:

AQS Environmental	\$450.00/home
AMI Environmental	\$495.00/home
RDG Geosciences & Engineering	\$925.00/home

The City Engineer has reviewed the proposals and recommends that the proposal from AQS Environmental be accepted. They are qualified to perform the services.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ACCEPT THE PROPOSAL SUBMITTED BY AQS ENVIRONMENTAL FOR HAZARDOUS MATERIALS INSPECTION SERVICES ASSOCIATED WITH THE THOMPSON CREEK GRANT PROJECT IN AN AMOUNT NOT TO EXCEED \$9,900.00 FOR UP TO 22 HOMES

WHEREAS, the City Council of the City of La Vista has determined that said acquisition and relocation services are necessary as part of the FEMA requirements for the acquisition of 24 homes along Thompson Creek; and

WHEREAS, the FY 2010/11 Budget includes funding for this project; and

WHEREAS, the City council accepted a FEMA grant award of \$2,040,930.00 to facilitate the acquisition of 24 homes along Thompson Creek, and

WHEREAS, the City Engineer has reviewed the proposals and has recommended AQS Environmental as the most responsible bidder; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, to accept the proposal submitted by AQS Environmental for hazardous materials inspection services associated with the Thompson Creek Grant Project in an amount not to exceed \$9,900.00 for up to 22 homes.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2010

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



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September 27, 2010

Mr. John Kottman  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

**RE: ENVIRONMENTAL PRE-DEMOLITION INSPECTION SERVICES**  
Residential Properties  
Thompson Creek  
La Vista, NE  
AQS Proposal No. P101116

Dear Mr. Kottman:

AQS Environmental (AQS) appreciates the opportunity to submit this proposal to the City of La Vista to provide environmental pre-demolition inspection services which include: asbestos and lead-based paint, mercury services at residential properties along Thompson Creek in La Vista, Nebraska.

Based upon our understanding of the project, the professional services to be provided by AQS are described and limited to the tasks as stated in our SCOPE OF SERVICES.

#### **SCOPE OF SERVICES**

##### **TASK 1: Asbestos Inspection and Testing Services**

1. Conduct an asbestos building inspection to identify, sample and quantify suspect asbestos containing building materials on the interior and exterior of the building.
2. Provide laboratory analysis of collected bulk samples.

**Omaha Office**  
5064 South 107<sup>th</sup> Street  
Omaha, NE 68127  
Phone - (402) 593-8100  
Fax - (402) 593-8108

**Lincoln Office**  
1135 "M" Street, Suite 2  
Lincoln, NE 68508  
Phone - (402) 438-0450  
Fax - (402) 438-0451

**Environmental Pre-Demolition Inspection Services  
Residential Properties  
Thompson Creek  
La Vista, NE  
Proposal No.: P101116  
September 27, 2010**

**TASK 2: Lead-Based Paint Inspection and Testing Services**

1. Conduct lead-based paint inspection testing using a portable x-ray fluorescence (XRF) lead paint analyzer to determine the presence of lead containing paint in surface coatings.

**TASK 3: Mercury Inspection**

1. Conduct a visual inspection on mercury containing thermostats within the residential properties.

**TASK 4: Deliverable: Inspection Report**

1. AQS will provide the City of La Vista with a hard copy of the environmental pre-demolition inspection report following completion of the site inspections and review of analytical results. The final report will include all test results, a report of findings indicating the quantity, condition and location of asbestos, lead containing materials, and mercury containing thermostats.

**SITE INVESTIGATION**

The site inspection will be conducted by state of Nebraska certified asbestos inspectors/lead-based paint risk assessors. The site inspection will be limited to accessible interior and exterior areas. Assessment and sampling will not be conducted in areas that are not made available for inspection and will not be conducted if materials are inaccessible due to physical barriers, confined spaces, or if they cannot be safely reached with available ladders/manlifts, etc.

**KEY UNDERSTANDINGS**

- AQS's state certified asbestos inspector/lead risk assessor will require access to the structures during normal business hours.
- Standard turn-around time for analysis of suspected building materials for asbestos is within 72 hours following receipt at the laboratory. AQS anticipates that approximately ten (10) asbestos bulk samples will be collected from suspect building materials per home. Additional bulk samples collected beyond the 10 bulk samples an additional \$7.00 per sample will apply.

**Environmental Pre-Demolition Inspection Services  
Residential Properties  
Thompson Creek  
La Vista, NE  
Proposal No.: P101116  
September 27, 2010**

- Some isolated damage to building materials will occur, although AQS will attempt to limit such damage to the extent necessary for sample collection and inspection purposes. AQS shall not be responsible for the repair or replacement of damaged building materials necessary to collect asbestos samples.

The client will provide the following items:

- The right of entry to conduct the sampling.
- Any restrictions or special requirements regarding the site must be made known to AQS prior to commencing the site visit.

**DELIVERABLES**

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Upon completion of the site investigations and review of analytical data, AQS will provide the City of La Vista with a hard copy of the environmental pre-demolition inspection report. Included in the report will be copies of all analytical test results; locations of identified asbestos containing materials and/or lead-based paint surfaces; summary of quantities and condition of identified asbestos/lead containing materials, and mercury containing thermostats; and copies of all staff certifications and licenses pertaining to the work.

**Environmental Pre-Demolition Inspection Services  
Residential Properties  
Thompson Creek  
La Vista, NE  
Proposal No.: P101116  
September 27, 2010**

**FEE ESTIMATE:**

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The following fee estimates include professional labor, sample collection, laboratory analysis, travel, mileage, materials and reports.

**PRICE FOR ENVIRONMENTAL PRE-DEMOLITION INSPECTION SERVICES**

<b>TASK ONE, TWO, THREE, &amp; FOUR</b>	<b>\$450.00/per home</b>
<b>Total Estimated Cost (22 Residential Homes)</b>	<b>\$9,900.00</b>

**GENERAL COMMENTS**

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We appreciate the opportunity to submit this proposal to the City of La Vista to provide environmental pre-demolition inspection and testing services. If you have any questions or comments please do not hesitate to contact me at (402) 593-8100.

Sincerely,  
**AQS Environmental, Inc.**



Jon Fannon  
Sr. Project Manager

Copies to:      Addressee (1)

**Environmental Pre-Demolition Inspection Services**  
**Residential Properties**  
**Thompson Creek**  
**La Vista, NE**  
**Proposal No.: P101116**  
**September 27, 2010**

**NOTICE TO PROCEED**

The above proposal and scope of services is understood and accepted.

NAME: \_\_\_\_\_  
(please print) \_\_\_\_\_  
(title) \_\_\_\_\_

\_\_\_\_\_  
(signature)

FOR: \_\_\_\_\_  
(Company)

DATE: \_\_\_\_\_

Point of Contact for this project: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_



Environmental Consulting and Analytical Services  
8802 S. 135<sup>th</sup> St., Suite 100, Omaha, Nebraska 68138  
Phone 402-397-5001 FAX 402-397-3313

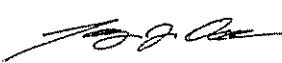
## PROJECT FEE PROPOSAL

Date: 9-28-10      Proposal No. 10245

Client:  Mr. John Kottmann City of La Vista 9900 Portal Road La Vista, NE 68129	Project:  Environmental Consulting Services House Inspections for Asbestos Location: La Vista, NE
Voice: 402-331-8927	

### Scope of Work /Task Description:

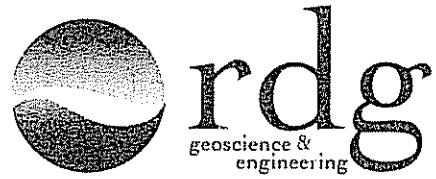
1. AMI will conduct a comprehensive assessment of each house and collect samples of all materials suspect of being asbestos.
2. AMI will analyze all samples using PLM method.
3. AMI will provide a written report including table and analytical results. Table will indicate all materials sampled including results.
4. All inspection activities will be conducted in accordance with local, state, and federal regulations.

Fee Estimate:  <b>TOTAL FEE: \$495.00/house</b>	All efforts will be conducted in accordance with local, city, federal and Nebraska regulations.
Comments:  Fee based on conducting inspection in groups of 5-6 residences. Fee based on 15 samples per house.	Schedule:  Schedule to be determined by the City.
Acceptance  <b>AMI Group Inc.</b>    Signature, Authorized Representative  <b>Larry J. Owens</b> Printed Name  <b>Vice President</b> Title Date: <u>September 28, 2010</u>	<b>City of La Vista</b> Company/Client  Signature, Authorized Representative  Printed Name  Title Acceptance Date: _____

*This Project Fee Proposal constitutes a formal letter of Proposal (PROPOSAL) for professional services which is valid for sixty days from the PFP date. Please sign and return this Form to AMI Group, Inc.*

**General Conditions:**

1. **PARTIES:** AMI Group, Inc. (hereafter referred to as AMI) shall include said company. "Work" means specific environmental services to be performed by AMI as defined in AMI's proposal. "Client" refers to the entity ordering the work to be performed by AMI. If the work is being authorized on behalf of another, the client represents and warrants that the client is a duly authorized agent for purposes of ordering the work.
2. **SCOPE OF WORK:** The client assumes sole responsibility for determining whether the scope of work to be completed is sufficient to satisfy the client's intended purpose. AMI, unless specifically addressed in the scope of work, shall not be responsible for job conditions concerning health and safety. AMI employees will serve as expert professional witness by separate written agreement only. The client agrees to pay for all costs to respond to a subpoena.
3. **SITE ACCESS:** The client will provide access to all sites upon which AMI will be performing the work. The client warrants to AMI that, on sites not owned by the client, permission has been obtained for AMI to enter and perform the work.
4. **HAZARDOUS MATERIALS:** AMI is not responsible for notification of owners, or regulatory authorities of suspected pollutants.
5. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay AMI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Failure to make payment within 30 days of invoice shall constitute a release of AMI from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
6. **TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, AMI shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place AMI's files in order and/or protect its professional reputation.
7. **WARRANTY:** AMI WILL PERFORM SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. AMI WILL EXERCISE THE STANDARD OF CARE ORDINARILY UTILIZED IN SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RECOMMENDATIONS MADE IN AMI'S REPORTS ARE OPINIONS BASED ON PROFESSIONAL JUDGEMENT. SHOULD AMI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN PERFORMING THE WORK, OR TO HAVE MADE AND BREACHED A WARRANTY OR CONTACT, ALL PARTIES CLAIMING THROUGH CLIENT OR HAVE RELIED UPON AMI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF AMI, ITS EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$50,000.00 OR THE TOTAL AMOUNT OF FEE PAID TO AMI FOR WORK ON SAID PROJECT, WHICHEVER IS GREATER. AMI LIMITS FROM THIRD PARTY, NON-CLIENT CLAIMS TO \$1,000.00.
8. **INDEMNITY:** Subject to aforementioned limitations, AMI agrees to indemnify and hold the client harmless from and against any and all claims, suits and expenses, including reasonable attorney's fees and court costs arising out of AMI's negligence to the extent of AMI's negligence. The client shall provide the same to the extent of its negligence.
9. **TERMINATION:** This agreement may be terminated by either party upon seven (7) days written notice.
10. **PROVISIONS SEVERABLE:** Should any of the terms and conditions in this agreement be found to be unenforceable, that provision shall be disregarded and all remaining shall be enforceable.
11. **AGREEMENT:** This agreement contains the entire understanding established between the parties. The client acknowledges that no representations, warranties, or promises, other than those contained herein, have been made.



RDG Geoscience & Engineering, Inc.  
10360 Sapp Bros Dr. Omaha, NE 68158  
T (402)894-2678 F (402)894-9043  
[www.rdgge.com](http://www.rdgge.com)

October 4, 2010

John Kottmann, P.E.  
City Engineer  
City of LaVista  
8116 Park View Blvd.  
LaVista, NE 68128-2198

RE: Proposal and Cost Estimate for Pre-Demolition Inspections of  
Residences Along Thompson Creek  
LaVista, Nebraska

Dear Mr. Kottman,

In accordance with your letter of September 17, 2010 to Korey Brunkin of RDG Geoscience & Engineering, this letter provides a proposal and cost estimate to complete necessary asbestos and lead inspections for up to 22 homes along Thompson Creek in LaVista as part of a FEMA Hazard Mitigation Grant. Our proposed scope of work and estimated costs are outlined below.

#### **Scope of Work**

Asbestos inspections shall be conducted by a Certified Individual as defined in Chapter 22, Title 178 of the Nebraska Department of Health and Human Services (NHHS). The asbestos inspections shall include the collection and analysis of any materials deemed to have the potential to contain asbestos containing materials (ACMs) based on a visual inspection of the residence. It is anticipated that up to ten (10) samples may be collected at each residence. Types of materials that may be sampled and tested may include but are not limited to shingles, floor tiles, pipe insulation, and siding. A summary report shall be prepared and submitted to the City of LaVista that includes a diagram of sampling locations, tabular summary of sample results, conclusions as to the amount and area of ACMs that were identified, and inclusion of any NHHS or other forms that are required based on the results of the asbestos inspection.

Lead sampling and inspections shall be conducted by Certified Individuals as defined in Chapter 23, Title 178 of NHHS. It is our understanding from Title 178 that sampling for lead based paint is not required for demolition of residential structures. However, paint testing and sampling may be necessary for purposes of assessment of potential worker exposure and for construction debris disposal purposes. Therefore, we anticipate that up to five (5) samples for lead based paint may be collected at each residence. A summary report shall also be prepared and submitted to the City of LaVista that describes the results of sampling and conclusions as to potential issues with worker exposure and/or disposal of demolition materials.

John Kottmann, P.E.  
10/4/2010  
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**Estimated Costs**

Our estimated costs per household and for the entire group of 22 homes are listed below.

Cost Per Household = \$925.00  
Cost for 22 Homes = \$20,350.00

Please do not hesitate to contact me with any questions.

Sincerely,



Robert Kalinski, P.E.  
Senior Engineer  
RDG Geoscience & Engineering, Inc.