

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
ENVIRONMENTAL SERVICES DEPARTMENT**

CONSENT AGENDA

ITEM NO.

14

TO: Mayor and City Council

FROM: Daniel V. Cárdenas, Director of Environmental Services

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Assistant City Manager; City Attorney's Office; File

SUBJECT: Assignment of the Stand-by Professional Services Agreement for Non-Asbestos Environmental Services

DATE: May 20, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the assignment of a professional services agreement from KEI Consultants, Ltd. (KEI) to Hartnett Engineered Solutions (HES), Inc. for the duration of the contract period in accordance with Section XI, Assignment or Transfer of Interest and Performance Obligations under the "Stand-by Professional Services Agreement for Non-Asbestos Environmental Services", which was authorized under Ordinance No. 95384 on February 28, 2002.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

KEI is selling its assets and will cease to conduct business effective May 31, 2004. KEI has requested that this contract be assigned to HES for the duration of the contract period. A letter from KEI describing this request is attached. City staff believes that this transfer is appropriate and acceptable, under requirements of the Texas Professional Services Procurement Act, as HES is presently a subcontractor to KEI on a substantial portion of projects under this contract. Additionally, the City previously contracted directly with HES on various environmental projects with satisfactory results. In 2001, HES was evaluated and qualified under the most competent standards to provide environmental consulting services for City of San Antonio landfill sites.

Specifically, KEI is subcontracting HES to assist with the design of a fire line to be installed at the Bitters Brush Recycling Center located at 1800 Bitters Road on behalf of the City. Under the assignment, HES will continue to prepare plans and specifications for the construction of this fire line. HES will also provide construction oversight during construction.

Under the contract HES previously held with the City, HES performed an array of environmental consulting services for a period of two years. These services included risk assessments, soil/groundwater monitoring, preparation of construction plans and specifications and environmental oversight services. HES performed very well under its previous contract. Based on the Environmental Services Department's past experiences, HES is considered equal in highest competency as environmental engineers now serving the City, and the most competent and qualified company to perform this work.

The initial term of this Stand-by Professional Services Agreement was for one year with an option to extend it up to two one-year periods (total – 3 years). The contract is currently in the final optional performance period. This agreement will officially expire on March 10, 2005.

Under this assignment, HES will complete the existing projects previously designated as KEI's responsibilities. Therefore, new environmental projects shall be assigned to the other existing Stand-by Environmental Professional Services Consultants and new projects will not be assigned to HES, except for unique circumstances that may prohibit assignment of the new project to the existing consultants.

POLICY ANALYSIS

Approval of this ordinance will be consistent with City Council policy to address environmental issues in an expeditious manner consistent with state and federal environmental regulations and to award contracts and to approve assignments in comportment with statutory requirements.

FISCAL IMPACT

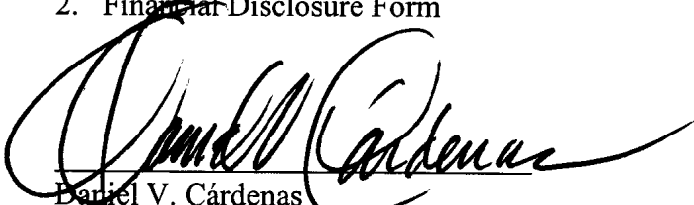
Funding for this contract shall not be encumbered. Payment for services shall be made from a project specific fund to be reimbursed through journal entries (transfers) from other project or departmental funds to be identified at the time a project is requested.

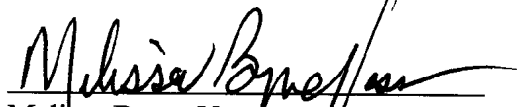
COORDINATION

This request for Ordinance has been coordinated with the Finance Department and the City Attorney's Office.

ATTACHMENTS

1. Transfer request letter from KEI
2. Financial Disclosure Form


Daniel V. Cárdenas
Director of Environmental Services


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Bréchtel
City Manager



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San Antonio, Texas 78257
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April 6, 2004

Mr. David Newman
CITY OF SAN ANTONIO
Department of Environmental Services
1940 Grandstand
San Antonio, Texas 78238

Re: Request for Contract Transfer
Non-Asbestos Environmental Engineering Services Agreement

Dear Mr. Newman:

In accordance with Section XI. Assignment or Transfer of Interest and Performance Obligations of the referenced Agreement, KEI respectfully requests the City of San Antonio consider transferring KEI's contract to Hartnett Engineered Solutions, Inc. (HES). Due to a very recent purchase of KEI's "work in progress" (exclusive of the City of San Antonio agreement) by another environmental contractor; KEI will cease to provide environmental consulting services. The contractor does not have an office in San Antonio; therefore, the referenced agreement with the City of San Antonio was not included in the purchase.

As you know, KEI and HES have worked together in the past and KEI is currently subcontracting HES to assist with design of a fire line to the Bitters Road Brush site. In addition, KEI is currently preparing Standard Operating Procedures for Stormwater Pollution Prevention and SPCC plans for two City facilities. We plan to complete this work by the end of April 2004.

We would like the City to consider a transfer of KEI's contract to HES effective May 1, 2004. KEI would invoice for services performed on our existing work through April 31, 2004 and subsequent to that date; HES would take over contractual obligations for City authorized projects.

If you have any questions regarding the contract transfer request, please contact me at your earliest convenience.

Respectfully,

A handwritten signature in dark ink, appearing to read "P. Bullinger". The signature is fluid and cursive, written over a light background.

Pat Bullinger, PE

City of San Antonio Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

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

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

Not Applicable

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Hartnett Engineered Solutions, Inc.
and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

Xenco Laboratories
Vortex Drilling
Ruiz and Associates Surveying
Flores Technical Services

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

Not Applicable

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Not Applicable

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

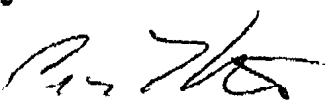
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current or former member of City Council*, any *candidate for City Council*, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
Not Applicable	Not Applicable	Not Applicable

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Not Applicable		
Signature: 	Title: <i>President</i> Company: <i>Hartnett Engineering Solutions, Inc.</i>	Date: <i>5-3-04</i>

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.