

**CITY OF SAN ANTONIO  
PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Thomas G. Wendorf, P.E., Director of Public Works

**SUBJECT:** Convention Center – Installation of Baker’s Aid Oven

**DATE:** April 21, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance accepts a proposal and authorizes payment in the amount of \$2,400.00, for electrical and mechanical engineering services to be provided by Alderson & Associates, Inc., under a previously authorized On-Call Professional Electrical Engineering Services Agreement, in connection with electrical and mechanical engineering services and installation of a Baker’s Aid Oven at the Henry B. Gonzalez Convention Center located in Council District 1.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

This project provides for the development of construction documents to complete the installation of a commercial grade walk-in oven at the Henry B. Gonzalez Convention Center. The scope of work to be performed will include the engineering and design of: an oven flue that passes up through a mechanical room and then up through the roof; fresh air combustion air ducts from the roof down to the oven; and additional electrical circuits for fans and controls. Assistance in bidding, construction administration, and construction observation visits with written reports will also be included with this contract.

This ordinance authorizes compensation to Alderson & Associates, Inc. in the amount of \$2,400 for electrical and mechanical engineering services in connection with the installation of the Baker’s Aid Oven.

A previously executed Parks and Recreation Department Professional Services Agreement for professional electrical engineering services with Alderson & Associates, Inc. in amounts to range from an estimated \$500.00 to \$25,000.00 was approved by City Council on August 7, 2003, through Ordinance No. 97943. As of April 8, 2005, \$8,650 has been expended for services provided under this Professional Services Agreement.

## **POLICY ANALYSIS**

Approval of this ordinance will be a continuation of City Council policy to participate in the development of existing infrastructure.

## **FISCAL IMPACT**

This is a one-time capital improvement expenditure and is included in the FY 05-10 Capital Improvement Program Budget. Funds in the amount of \$2,400.00 are available from the Hotel Occupancy Tax Subordinate Lien Revenue and Refunding Bond, Series 2004B fund and are authorized payable to Alderson & Associates, Inc.

## **COORDINATION**

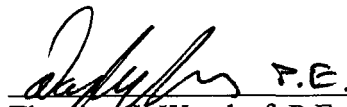
This request for ordinance has been coordinated with the Office of Management and Budget, the Convention Center and Facilities Department, and the Finance Department.


## **SUPPLEMENTARY COMMENTS**

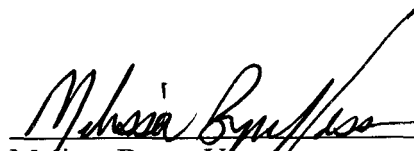
The Consultant's Proposal and their Discretionary Contracts Disclosure Form required by the Ethics Ordinance are included herein.

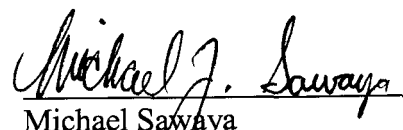
## **ATTACHMENTS**

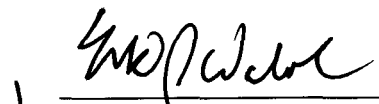
1. Project Maps
2. Consultant's Proposal
3. Discretionary Contracts Disclosure Form

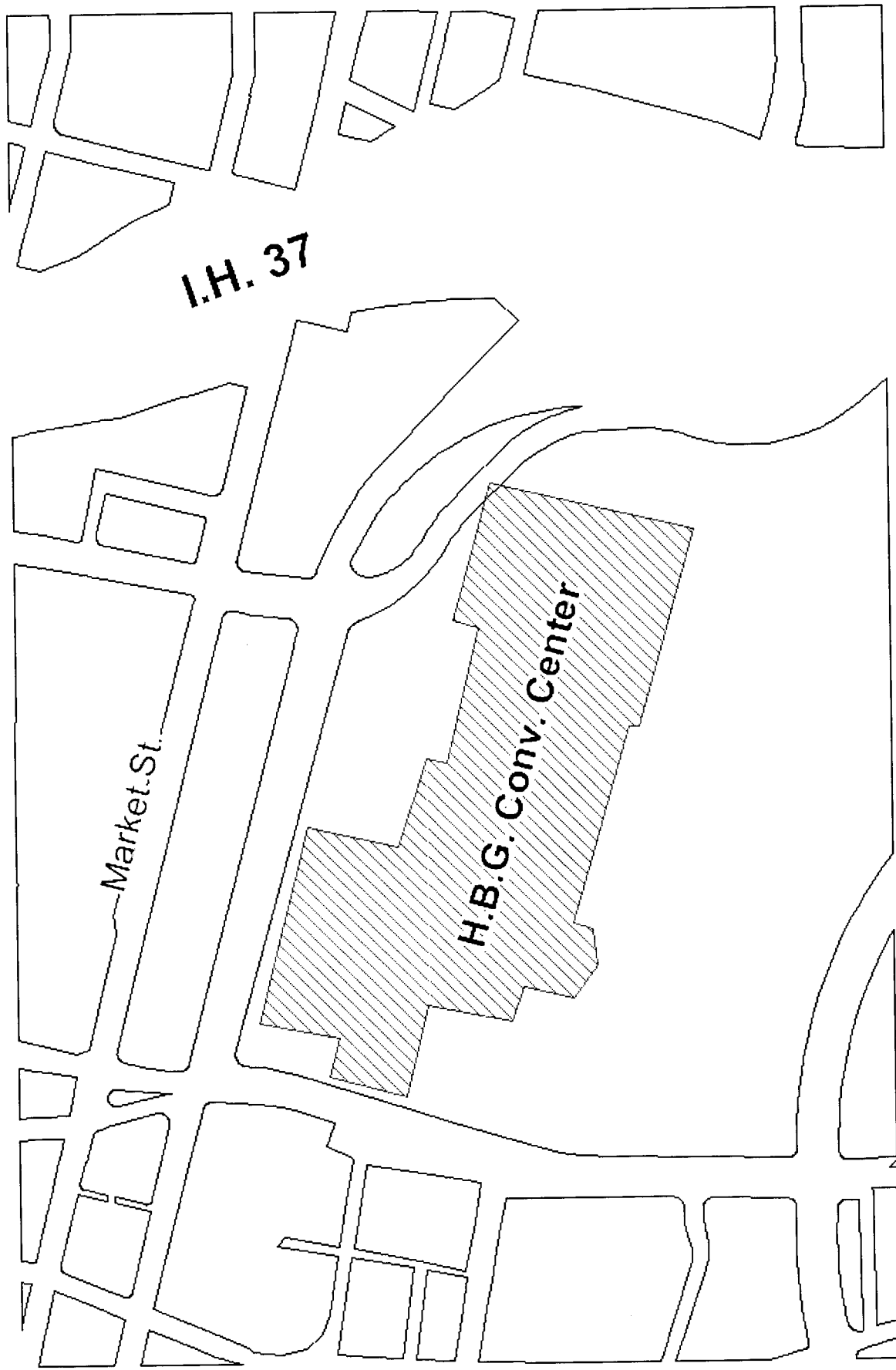
  
Thomas G. Wendorf, P.E.  
Director of Public Works

  
Malcolm Matthews  
Parks & Recreation Director

  
Melissa Byrne Vossner  
Assistant City Manager

  
Michael Sawaya  
Convention Facilities Director

  
J. Rolando Bono  
Interim City Manager



**The Partial Re-Roofing of the  
Henry B. Gonzalez Convention Center**



# Alderson & Associates, Inc.

## Consulting Engineers

8415 Datapoint, Suite 725

San Antonio, TX 78229

Phone: (210) 614-1110

Fax: (210) 615-8549

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March 16, 2005

Mr. Gerlach "Gig" Laven  
City of San Antonio  
City Architect's Office  
P.O. Box 839966  
San Antonio, TX 78283-3966

RE: Engineering Services Proposal for Installation of Services for Baker's Aid Oven, San Antonio Convention Center

Dear Mr. Laven,

Alderson & Associates Consulting Engineers, Inc. is very pleased to provide your firm with engineering services on the above-referenced project.

### SCOPE OF THE PROJECT

The project consists of installing Baker's Aid Oven at the San Antonio Convention Center.

The project includes the following systems:

#### Mechanical:

- Flue from oven, through mechanical room, terminating at roof.
- Duct for combustion air from roof to oven.

#### Electrical:

- Electrical circuits for fan and controls.

### FEE

Basic Services will be provided for a Lump Sum amount of \$2,400.00.

This fee will be billed in the following increments:

- Design – 80%
- Construction Administration – 20%

## SCOPE OF SERVICES

The following engineering services will be provided:

- Attend meetings with the CLIENT in order to report the progress of the project and discuss options.
- Conduct Field Survey to determine existing conditions.
- Perform engineering calculations necessary to design the PROJECT.
- Prepare Construction Documents consisting of drawings and specifications depicting the project as described above.
- Conduct Pre-Bid Conference.
- Evaluate bids.
- Review Contractor Submittal Data.
- Conduct construction observation visits and prepare a written report of each visit.

Thank you for considering Alderson & Associates for this project. We will be happy to meet with you to discuss our proposal at your earliest convenience.

Or, if this proposal is acceptable in accordance with your requirements, please sign and return one original to our office. Please issue the appropriate contract documents for signature. This proposal is valid for sixty (60) days unless otherwise renewed by mutual agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean A.", with a long horizontal flourish extending to the right.

Dean T. Alderson, P.E.  
President

## **STANDARD TERMS AND CONDITIONS**

**ADDITIONAL SERVICES:** Additional Services are those services provided in addition to the basic services listed above. These services will be performed for a mutually agreed additional fee. Additional services must be approved in writing prior to performing the service requested.

### **EXCEPTIONS AND CONDITIONS**

- Contract provisions shall be stipulated in City A/E Contract.

**INVOICES AND PAYMENT:** An invoice will be submitted at the completion of an identified phase in our scope of work. Payment is due upon receipt of our invoice and is past due after thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of 1% per month on past due accounts. In addition, if bills are not paid within 45 days, the Engineer may, after giving seven (7) days written notice, suspend services under this agreement until payment has been made to Engineer for all amounts past due.

**TERMINATION OF SERVICES:** This agreement may be terminated by the CLIENT or Alderson and Associates, Inc. if either party fails to perform its obligations hereunder. In the event of termination, the CLIENT shall pay Alderson and Associates, Inc. for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.  
State "Not Applicable" for questions that do not apply.*

**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:

N/A

and /or

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

N/A

and the name of:

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

N/A

and the name of:

(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;

Alderson & Associates, Inc.

<sup>1</sup> 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.

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)*

*Attach additional sheets if space provided is not sufficient.*

*State "Not Applicable" for questions that do not apply.*

(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.

None

**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 individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
None			

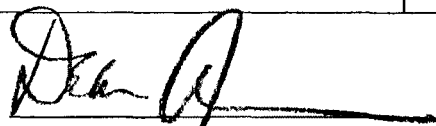
**Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

None

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, whichever occurs first.

Signature:	Title: President Company: Alderson & Associates, Inc. – Consulting Engineers	Date: April 11, 2005
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<sup>2</sup> 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.