

**CITY OF SAN ANTONIO
ALAMODOME DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council
FROM: Michael Abington, Alamodome Director
SUBJECT: Alamodome Indefinite Delivery Professional Services Agreement, Marmon Mok, LLP
DATE: September 8, 2005

SUMMARY AND RECOMMENDATION

An ordinance authorizing the execution of the First Amendment to the Professional Services Agreement for Architectural and Engineering Services with Marmon Mok, L.L.P. in order to provide for the completion of several architectural and engineering projects at the Alamodome; increasing fees in an amount not to exceed \$464,430.29 and establishing a contingency account of \$46,835.00 for unanticipated expenses, for total fees to date of \$669,265.29 under this Agreement; and providing for payment from various non-General Fund sources.

Staff recommends approval for this ordinance.

BACKGROUND INFORMATION

The purpose of the Indefinite Delivery Professional Services Agreement has been to provide a contracting vehicle for various on-going maintenance and improvement projects for the Alamodome. These projects have included event specific engineering services that are often urgent in nature while others have required analysis/testing services in association with ongoing design and construction activities.

An Indefinite Delivery Contract with Marmon Mok, LLP for Professional Architectural and Engineering Services was established through Ordinance 87169 on January 8, 1998 in an amount not to exceed \$150,000. A second Indefinite Delivery Professional Services Agreement was executed for Architectural and Engineering Services with Marmon Mok, L.L.P. in an amount not to exceed \$158,000.00 and was approved by City Council on June 29, 2000, through Ordinance No. 92076. As of September 7, 2005, \$154,077.29 has been expended from the second Indefinite Delivery Contract, for various projects including an analysis and conceptual study for NFL and a review of the weight capacity and structural ability of the Alamodome floor for the Circus. The remaining balance of \$3,922.71 will be combined with current funding from several sources for a total amount not to exceed \$515,188.

This Amendment is needed to complete several previously initiated projects at the Alamodome, all of which are necessary as part of the ongoing effort to maintain the facility, address architectural and engineering issues related to future Alamodome events and maintain the marketability of the Alamodome.

The projects specifically included in this amendment are unique in that they required extensive testing and analysis services prior to beginning design to establish recommendations for implementation. The projects involve highly technical construction and will require significantly greater construction inspection/coordination services than typical building projects.

The testing/analysis and initial design work on these projects was completed several years ago by Marmon Mok during the second Indefinite Delivery Professional Services Agreement. This amendment includes updating these documents to current condition, codes and standards by Marmon Mok before proceeding with construction, and also includes the expanded construction inspection/coordination services described above.

Marmon Mok previously completed planning and developing the details of the logistics and processes that will be used for the structural examination under the earlier Indefinite Delivery Services Agreement. This amendment provides for the completion of these examination services. The structural examination services are recommended and necessary inspections of cables, beam connectors, tress assemblies — similar to periodic inspections that are required for bridge structures. This project includes hoisting of structural engineers to roof location both on the exterior and interior of the building for a comprehensive inspection of these connections. The original structural engineer for the Alamodome will make these inspections.

The firm of Marmon Mok, LLP served as the Architect of Record for the original design and construction services of the Alamodome facility. As such, the firm has a comprehensive historical familiarity with the facility, and a complete understanding of the unique roof structure and its performance qualities. They are an established firm in this community that will be available to serve for the duration of the contract.

POLICY ANALYSIS

Approval of this Ordinance will be a continuation of City Council policy to ensure public safety and to protect and to preserve existing City Facilities.

FISCAL IMPACT

Funding for A&E Professional Fees in the amount of \$515,188 is available through the following: 2004 Hotel/Motel Occupancy Tax Revenue Bonds (\$288,531.29); 2004 NCAA State Sales Tax Refund (\$80,318); Alamodome Renewal & Improvement (R&I) Fund (\$113,465); Alamodome Improvement & Contingency (I&C) Fund (\$951); Pan Am Games balance (\$28,000) and Indefinite Delivery Contract balance (3,922.71). These projects have no General Fund Impact. Moreover, the repainting of the Alamodome's exterior steel and cables, as well as roof repair, are included in the City's FY 05-10 Capital Improvements Budget.

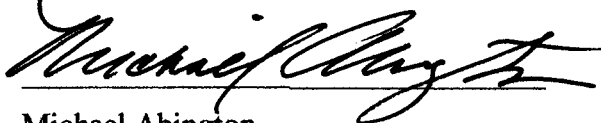
Project Name	Estimated Construction Costs	A&E Professional Fees	Total Projects Costs	Funding Source
Structural Examination of Roof	n/a	\$155,000	\$155,000	Indefinite Delivery Contract Balance, Alamodome R&I and I&C Funds, 2004 Hotel/Motel Tax Occupancy Revenue Bonds, Pan Am Games balance
Repainting of Building Exterior Steel and Cables	2,210,365	136,575	2,346,940	2004 Hotel/Motel Tax Occupancy Revenue Bonds
Roof Repair	835,305	96,460	931,765	2004 Hotel/Motel Tax Occupancy Revenue Bonds
Audio Renovation	750,000	80,318	830,318	NCAA State Sales Tax Refund
Contingency	n/a	46,835	46,835	2004 Hotel/Motel Occupancy Revenue Bonds
TOTAL	\$3,795,670	\$515,188	\$4,310,858	

COORDINATION

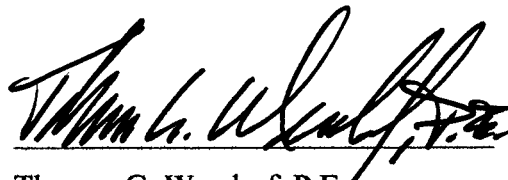
This request for ordinance has been coordinated with the Office of Management and Budget, Finance Department, City Attorney's Office, and Public Works Department.

SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is attached.



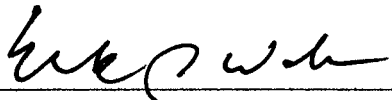
Michael Abington
Alamodome Director



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



Roland A. Lozano
Assistant to the City Manager



J. Rolando Bono
City Manager

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.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

Business Entity: Marmon Mok, L.L.P.
700 N. St. Mary's, Suite 1600
San Antonio, Tx 78205

(2) Identify any individual or business entity which is a **partner**, **parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

Stephen R. Souter, AIA
William M. Reeves, AIA
Gregory J. Houston, AIA
Dror Baldinger, AIA
Wade Cleary, PE
Carlos Moreno, AIA

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

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. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
SEE ATTACHED LIST			

(6) Disclosures in Proposals

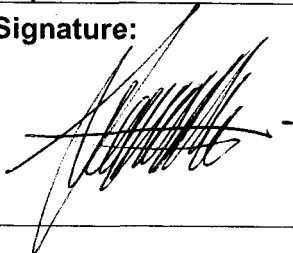
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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: Managing Partner

Company or D/B/A:

Marmon Mok, L.L.P.

Date: August 16, 2005

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.

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.

MARMON MOK, L.L.P.

May 2, 2005

Political Contributions to City Council Members/Candidates and Political Contributions to Political Action Committees:

Contributions made within last 24 months (5/02/03 – 5/02/05)

08/25/03	Carroll Schubert Campaign	\$ 250	
09/23/03	City Councilman Chip Haass	\$ 250	
10/31/03	Joel Williams Campaign	\$ 250	
11/12/03	Enrique Barrera Campaign	\$ 250	
11/13/03	Julian Castro for Council	\$ 250	
02/23/04	Patti Radle Campaign	\$ 250	
05/04/04	Citizens 4 Charter Reform	\$ 1,000	
07/23/04	Chip Haass Campaign	\$ 250	
08/05/04	Ray Lopez – City Council	\$ 300	
08/05/04	Carroll Schubert for Mayor	\$ 500	
08/05/04	Kevin Wolff for City Council #9	\$ 250	
09/09/04	Patti Radle Campaign	\$ 250	
10/25/04	Roger Flores Re-Election	\$ 250	
10/28/04	Ray Lopez Campaign	\$ 200	
2/23/05	Ron Segovia Campaign	\$ 250	
3/23/05	Richard Perez Re-Election	\$ 250	
3/23/05	Kevin Wolff Campaign	\$ 250	
4/15/05	Chip Haass Campaign	\$ 250	
5/02/05	Phil Hardberger for Mayor	\$ 250	(contribution made by Reeves)
5/02/05	Carroll Schubert for Mayor	\$ 250	
5/02/05	Phil Hardberger for Mayor	\$ 250	(contribution made by Souter)