

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

By: Jessica Sandifer, Management Analyst 

DATE: June 8, 2009 (CC Meeting of June 17, 2009)

SUBJECT: Consider Additional Design Fees for the City Hall Project

BACKGROUND

One of the City Council's top ten priority projects is the development of a new Civic Center and City Hall. City Council selected GKK Architects for the design of the new Civic Center and City Hall in 2005 for a total contract price of \$762,276.00. In subsequent periods a number of master plan designs for the Civic Center were presented and an Ad Hoc Committee (Mayor Hunter and Council Member Millhouse) was established to work with staff to refine the design and address a number of issues. This Ad Hoc Committee was reappointed (Mayor Hunter and Councilmember Mikos) after the City Council reorganized in December 2006. In January 2007 when the City had assumed operational control of the County Library, GKK Works was directed to integrate a new City Library into the Campus Master Plan which increased their total contract to \$812,326.00. As a result, a Campus Master Plan with a building site design concept incorporating the new permanent facilities on High Street was prepared by GKK Architects and approved by the City Council on May 16, 2007. On July 18, 2007, staff presented a contract amendment for GKK's design services to City Council in order to incorporate the expanded design scope requirements into their contract. The amended contract amount was \$1,952,357, with authorization for the City Manager to approve an additional \$168,750 in optional services.

DISCUSSION

Since the July 17, 2007, amendment to GKK's contract, staff has requested additional assistance from GKK in preparing the Environmental Impact Report (EIR) document for the Civic Center Campus Master Plan. Using the City Manager's signature authority a Fourth Amendment to GKK's agreement in the amount of \$24,000 was approved in November 2007 for this work. Since that time, GKK has been assisting staff with preparation of the EIR as requested, however additional unforeseen circumstances

occurred that required additional EIR support from the Architect, primarily related to the building of the new Post Office, driveway, and parking lot that would serve both postal patrons and visitors to High Street. The under grounding of the open storm drain channel to the west of the future civic center campus, also created some additional design opportunities for expanded parking and the inclusion of other community facilities. The additional planning area also afforded a new approach as to how to treat the library in the campus master plan, in case of lack of funding to build a new library building. Subsequently, GKK was directed to prepare an amended master plan to incorporate the existing library with a new design for a single-story city hall building. The existing library would be renovated and incorporated as part of the overall project in lieu of including a new library in the master plan. If, at a later time, a new library is approved, the renovated existing library could be made available for other civic uses.

Staff has also requested an update to the City Hall Building Program Verification Report completed in May of 2005 which is in progress and will require GKK to reallocate space based on staff's input considering current projections for staffing and space requirements.

As a result of this work, the Architect is requesting additional fees for services, totaling \$32,500 that they believe should carry them through to completion of the EIR document. Given the additional changes, staff believes that these are fair requirements.

FISCAL IMPACT

With this contract amendment GKK's total contract amount will be \$2,001,357. No additional funds need to be budgeted for this work at this time. Sufficient funds exist in the budget to cover the work.

STAFF RECOMMENDATION

Approve Fifth Amendment to GKK Works agreement authorizing the additional \$32,500 to finalize EIR master planning services, authorize City Manager to execute the agreement, subject to final language approval of City Attorney and City Manager.

Attachment 1: Fifth Amendment for Architectural Design Services

ATTACHMENT 1

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR SERVICES (“**Fifth Amendment**”), is made and entered into this ____ day of _____, 2009, (“the Effective Date”) between the **City of Moorpark**, a municipal corporation, hereinafter referred to as “**City**”, and GKK Works, a California Corporation, hereinafter referred to as “**Architect**”.

WITNESSETH:

WHEREAS, November 4, 2004, the **City** and the **Architect** entered into an Agreement for architectural design and consulting services for a new City Hall/Civic Center; and

WHEREAS, on October 11, 2006, the **City** and the **Architect** entered into a First Amendment to the Agreement for Services for additional master planning work; and

WHEREAS, on May 8, 2007, the **City** and the **Architect** entered into a Second Amendment to the Agreement for Services for additional master plan and design work; and

WHEREAS, on July, 25 2007, the **City** and the **Architect** entered into a Third Amendment to the Agreement for Services for expanding the scope of the overall design work; and

WHEREAS, on November 19, 2007, the City and the Architect entered into a Fourth Amendment to the Agreement for Services for EIR support work related to the Campus Master Plan; and

WHEREAS, the **Architect** needs to increase their fees for additional master planning and EIR support services; and

WHEREAS, the **City** wishes to amend the Agreement for Services a fifth time to reflect this fee increase.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

City does hereby appoint **Architect** in a contractual capacity to perform the services in accordance with the terms and conditions hereinafter set forth in Exhibit “A”, for a not to exceed fee of \$32,500, with the authorities, and responsibility ordinarily granted to this type of architectural work. All other terms and conditions of the original agreement shall remain in full force and effect.

CITY OF MOORPARK

ARCHITECT
GKK WORKS

By: _____
Steven Kueny
City Manager

By: _____
Stephen B. Wagner, AIA
Government Studio Lead

Date: _____

Date: _____

ATTEST:

Deborah S. Traffenstedt, City Clerk

Attachment: Exhibit A – Additional Services Proposal

EXHIBIT A



155 S Fair Oaks Avenue | PASADENA | CA 91105
626 666 6906 | 626 666 3940 FAX | www.gkkworks.com

May 28, 2009 (Supersedes letter of May 6)

Mr. Hugh Riley
Asst. City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

RE: Moorpark Civic Center
Continuing Master Planning & EIR Support
Proposal for Additional Services

Dear Hugh:

gkkworks has exceeded our current allowance from our 4th Amendment for Additional Services for Civic Center Master Planning & EIR Support which was approved November 19, 2007. gkkworks has continued to provide master planning and EIR support periodically throughout this time period including:

- Advising the City concerning the compatibility of adjacent public and private developments
- Architectural program updates
- Parking lot light fixture selection

We request a new Amendment for \$32,500 to cover the hours and expenses that we have provided to date and an allowance to continue this work in the short term prior to beginning Schematic Design for the City Hall and Library.

Please call if you have any questions.

Sincerely,


 _____ 5/28/09
 gkkworks Date
 Stephen B. Wagner, AIA, LEED AP
 Associate Principal

 City of Moorpark Date
 Hugh R. Riley
 Assistant City Manager