

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Hugh R. Riley, Assistant City Manager   
**By:** Jessica Sandifer, Management Analyst

**DATE:** January 8, 2010 (CC Meeting of January 20, 2010)

**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 (former Mayor Hunter and Councilmember Millhouse) was established to work with staff to refine the design and address a number of issues. This Ad Hoc Committee was reappointed (former 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 at a special meeting 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. Subsequently the Ad Hoc Committee (Mayor Hunter and Councilmember Mikos) was dissolved in December 2008. Staff was to present further plan development progress to the entire City Council.

**DISCUSSION**

Since the July 17, 2007, amendment to GKK's contract, staff had 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 undergrounding of the open storm drain channel to the west of the future civic center campus, also created some additional design opportunities for parking and new creative approaches as to how to treat the library in the campus master plan, in case of lack of funding to build a new library building.

As a result of this work, the Architect requested additional fees for services, totaling \$25,000 for EIR support services, bringing their total contract amount to \$2,001,357. The Architect is still assisting staff with preparation of the EIR for the Civic Center. The Architect has had to revise the schematic plans and attend additional meetings beyond the scope of the Fifth Amendment. GKK is requesting an additional \$30,000 to assist staff with completion of the EIR document.

**FISCAL IMPACT**

With the addition of this budget amendment GKK's total contract amount will be \$2,031,357. 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 Sixth Amendment to GKK Works agreement authorizing the additional \$30,000 to finalize EIR master planning services, authorize City Manager to execute the agreement, subject to final language approval of City Manager and City Attorney.

Attachment 1: Sixth Amendment for Architectural Design Services

**SIXTH AMENDMENT TO AGREEMENT  
FOR SERVICES**

**THIS SIXTH AMENDMENT TO THE AGREEMENT FOR SERVICES ("Sixth Amendment")**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, ("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**, on July 21, 2009, the City and the Architect entered into a Fifth Amendment to the Agreement for Services for Additional EIR support work related to the Campus Master Plan; and

**WHEREAS**, the Architect submitted a request for a fee increase for additional master planning and EIR support services; and

**WHEREAS**, the City wishes to amend the Agreement for Services a sixth 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 additional master planning services and EIR support for a not to exceed fee of \$30,000, 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: \_\_\_\_\_  
Edmund Einy, AIA  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk