

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Hugh R. Riley, Assistant City Manager   
**BY:** Ky Spangler, Special Projects Consultant 

**DATE:** January 4, 2012 (CC Meeting of 1/18/12)

**SUBJECT:** Consider Amendment No. 7 to Professional Services Agreement with GKK Works for Additional Design Fees in the Amount of \$586,000 for the Moorpark Library Expansion and Reconstruction Project Located at 699 Moorpark Avenue

**BACKGROUND**

One of the City Council's top ten priorities for Fiscal Year 2011/2012 is the construction of a new City Hall and Library. The planning and design process for this significant City Capital Improvement project has been under development for several years. In November, 2004 the City Council selected GKK Corporation, now GKK Works ("GKK"), as the architect for the design of the Civic Center and City Hall project for a total contract price of \$762,726. During 2005 and 2006, design proposals for the Civic Center and City Hall were prepared and reviewed by a Council-formed Ad Hoc Committee.

In January 2007 the City assumed operational control of the County Library at which time GKK was directed to integrate a new City Library into the City Hall Master Plan which increased GKK's total contract to \$825,736. The new Civic Center Campus Master Plan which incorporated new permanent facilities on High Street was prepared by GKK and approved by the City Council at a special meeting on May 16, 2007. On July 18, 2007, staff presented a contract amendment to incorporate the expanded design scope of the Campus Master Plan into GKK's contract. The amended contract amount was \$1,965,767, with authorization for the City Manager to approve an additional \$168,750 in optional services. Leadership in Energy and Environmental Design (LEED) activities in the amount of \$75,000 were included as part of these optional services and a LEED design report was subsequently prepared in September, 2009.

Since the July 18, 2007 amendment to GKK's contract, staff has requested additional services from GKK related to preparation of the Environmental Impact Report (EIR) document for the Civic Center Campus Master Plan. A Fourth Amendment to GKK's agreement in the amount of \$24,000 was authorized under the City Manager's signature authority in November 2007 increasing the contract amount to \$1,989,767 to provide these services. In July 2009, a Fifth Amendment to GKK's agreement in the amount of \$32,500 was authorized under the City Manager's signature authority for additional services associated with EIR preparation and coordination related to the construction of the new Post Office, driveway and parking lot to serve both postal patrons and visitors to the future Civic Center on High Street, increasing the contract amount to \$2,022,267. On January 10, 2010, a Sixth Amendment in the amount of \$30,000 for additional EIR support services, meetings, and revisions to the schematic Master Plan drawings was authorized by the City Council, increasing the contract amount to \$2,052,267.

A recap of the GKK Works contract amendments to date is shown below:

	Amendment Amount	Total Contract
Original Contract	\$ 767,276	
Amendment No. 1	\$ 31,060	\$ 798,336
Amendment No. 2	\$ 27,400	\$ 825,736
Amendment No. 3 (7/07)	\$ 1,140,031	\$ 1,965,767
Optional Services	\$ 168,750	
Amendment No. 4 (11/07)	\$ 24,000	\$ 1,989,767
Amendment No. 5 (7/09)	\$ 32,500	\$ 2,022,267
Amendment No. 6 (2/10)	\$ 30,000	\$ 2,052,267
Optional LEED Services used	\$ 75,000	\$ 2,127,267

## **DISCUSSION**

The library component of Civic Center Campus Master Plan provides for expansion of the library in conjunction with reconstruction of the existing facility. The existing facility is approximately 7,000 square feet; the proposed expansion would increase the library to approximately 15,800 square feet using a split-level design approach. The existing library building will remain in place with an extension being constructed south of the present structure. The grade change between the existing building and the proposed expansion will result in two connected levels. The design efforts for the expansion and

reconstruction are intended to take place concurrently with the completion of the EIR document for the Civic Center Campus Master Plan.

A separate City agreement with a geotechnical consultant, who will provide support services necessary for completion of the Civic Center Campus Master Plan EIR as well as the technical data required for design development of the library building, is proposed as a separate item for Council consideration.

In order to move the library component of the Master Plan forward, staff met with GKK and LSSI, the City's contract library operator, to discuss a scope of work focused on preparing schematic designs, conceptual plans and construction drawings with the goal of achieving a "shovel-ready" project in conjunction with the 100<sup>th</sup> Anniversary of the Moorpark City Library.

The proposal to move the library expansion and renovation forward at this time is being pursued based on a number of considerations. The City's intention is to expand and modernize the existing library facility using the adjacent City-owned parcel of land even if the proposed Civic Center Campus Master Plan is significantly modified, or if the City Council decides on an alternative location to accommodate a new City Hall. Also, planning for the library expansion at this time will allow for its integration into the proposed Master Plan using a compatible and complimentary architectural style and design. Additionally, in order to capitalize on and qualify for potential stimulus or grant funding for public works/facilities construction that may arise during a national election cycle, a project must demonstrate it is ready for construction. A successful application for such supplementary funding could reduce construction costs for the City. Pursuing design and bidding at this time would also allow the City to capitalize on lower construction pricing as the economy continues to recover.

GKK has submitted a proposal (Attachment 1) targeted at meeting the 100<sup>th</sup> Anniversary date in the amount of \$485,000 plus \$101,000 in optional architectural and engineering services.

The base proposal is spread over five phases including schematic design, design development, construction document preparation, bidding, and construction administration. The base proposal includes contracting with and oversight of subconsultants necessary to complete conceptual plans, cost estimating and construction drawings. The optional services outlined include design efforts necessary to achieve a LEED Gold level facility, a hydrology report covering the library site, sewer easement dedication and other design aspects which may require exploration during the schematic design and design development phases of building planning. Council authorization of the \$586,000 amendment (Attachment 2) would increase the total contract amount to \$2,708,267.

A summary of the GKK's proposed fees is shown on the next page:

<b>Professional Services</b>	<b>Amount</b>
Schematic Design	\$ 72,750
Design Development	\$ 121,250
Construction Documents	\$ 169,750
Bidding	\$ 24,250
Construction Administration	\$ 97,000
<b>Total Base Proposal</b>	<b>\$ 485,000</b>
<b>Optional A/E Services</b>	
LEED Gold Services	\$ 45,000
Civil Hydrology Report	\$ 5,000
Civil Sewer Easement Dedication	\$ 3,500
Fire Sprinkler Engineering	\$ 18,000
Low Voltage, Technology Consulting	\$ 18,500
Acoustical Consulting	\$ 11,000
<b>Total Optional Services</b>	<b>\$ 101,000</b>
<b>Proposed Amendment No. 7</b>	<b>\$ 586,000</b>
<b>Amendment Contract Amount</b>	<b>\$ 2,708,267</b>

**FISCAL IMPACT**

The Capital Improvement budget for the Civic Center Complex (Fund 4001) for Fiscal Year 2011/2012 the Civic Center Complex is \$3,605,303. To date \$1,877,974 has been encumbered leaving an available balance of \$1,699,816. The Endowment Fund for the Civic Center Complex (Fund 2800) for Fiscal Year 2011/2012 includes funding which could be utilized for these design and engineering efforts. Therefore, no additional funds need to be budgeted for the proposed work at this time. Sufficient funds exist in the budget to cover this work.

**STAFF RECOMMENDATION**

Approve a Seventh Amendment to GKK Works agreement authorizing the additional \$586,000 for architectural and engineering services for reconstruction and expansion of the Moorpark City Library and authorize the City Manager to execute the agreement, subject to final language approval of the City Manager and City Attorney.

Honorable City Council  
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Attachment 1: GKK Works Proposal dated January 3, 2012  
Attachment 2: Seventh Amendment for Architectural Design Services

## ATTACHMENT 1



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

January 3, 2012

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

hriley@ci.moorpark.ca.us

Reference: **Proposal for A/E Design Services  
Moorpark City Library Reconstruction / Expansion**

Dear Mr. Riley:

Thank you for the opportunity to submit this proposal for architectural and engineering services to assist you in the design and construction of an addition and renovations to the Moorpark City Library in Moorpark, CA. We are excited about continuing our mutually successful working relationship with the City.

The following represents our understanding of the scope of this project.

### **PROJECT DESCRIPTION**

We understand the project to be a limited to existing city library renovation and expansion as defined by the Civic Center Master Plan and the Library Reduced Program dated August 20, 2009.

### **SCOPE OF BASIC SERVICES**

gkkworks will perform the A/E professional services in accordance with the requirements of the original contract executed on November 4, 2004.

To meet the objectives of the project, we expect to provide our services in five of phases, as follows:

#### **Phase 1: Schematic Design**

In this phase, we will:

1. Complete existing building surveying and incorporate into "as-is" CAD / Revit drawings documentation.
2. Field survey of the existing library condition, identify structural code mandated upgrades and provide feasibility study to retain and reconstruct the existing structure
3. Meet with City / Library User Committees to resolve any remaining programming /planning issues.

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4. Complete a building code analysis as needed. Meet with City Building & safety representatives as needed to review any code issues as they arise.
5. Produce a Schematic Design Package that includes drawings, outline specifications and an Estimate of Probable Cost. Submit to the City for review and approval.

### **Phase 2: Design Development**

In this phase, we will:

1. Based on the approved Schematic Design Package, continue project development and produce a Design Development Package that includes A/E drawings, specifications and an Estimate of Probable Cost. Submit to the City for review and approval.

### **Phase 3: Construction Documents**

In this phase, we will:

1. Based on the approved Design Development Package, continue project development and produce a comprehensive Construction Drawings and Specifications Package that includes and an Estimate of Probable Cost.
2. Submit to the Building & Safety for plan check review. After receipt of comments, schedule for the back check and obtain City Approval for the project.

### **Phase 4: Bidding**

In this phase, we will:

1. Assisting the City and the Construction Management team during the public bidding phase, responding to the contractors questions and issuing required addendums to the bid documents.

### **Phase 5: Construction**

In this phase, we will:

1. • Normal and customary Construction Administration Services during the Bidding and Construction Phases of the project are part of this proposal, including assistance during bidding, attendance at job site meetings, review and processing of shop drawing submittals, review and processing Contractor's Pay Requests, response to RFI's, development of Punch List and project close out.



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### **CONSULTANTS**

Our Project Team will be led by me as Principal in-charge and Edmund Einy FAIA as the Director of Design. Consultant Disciplines in this proposal are:

- Structural Engineering – Costa and Associates
- Civil Engineering – FPL and Associates
- Mechanical / Plumbing / Fire Sprinkler Engineering – Maroko & Shwe, Inc.
- Electrical / Low Voltage, Technology – Roshanian and Associates, Inc.
- Landscape Architectural Services – AHBE Landscape Architects
- Acoustical Consultant – Veneklasen
- Cost Estimating Service – gkkworks Construction Division

### **ASSUMPTIONS**

This proposal is based on the following assumptions:

1. City will employ Library Consultant “ Library Systems & Services, LLC” to work with the design team
2. City will employ the Construction Management firm to work with A/E team. A/E will prepare a single construction document package for the purpose of public bidding and the construction will be in two phases, reconstruction and new addition.
3. No street widening is required under this contract
4. This project will be pursuing LEED with a goal of LEED Gold certification

### **OPTIONAL SERVICES**

The following services are not included in this proposal, but may be provided as Additional Services upon written request from the Owner:

- Environmental Impact Report (EIR)
- Topographic / Boundary Surveying
- Right-of-way or easement dedication agreement, utility services coordination with public agencies is included
- “B” Permits off site design work
- Geotechnical Engineering (coordination of which is included).
- Hazardous mitigation and other environmental studies.
- Destructive testing and potholing for utility investigation.
- Plan Check and Permit Fees.
- Traffic Engineering.
- Printing for Bidding & construction phase



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**COMPENSATION**

For the Basic Services described above, gkkwork proposes the following lump sum fees based on the level of effort for all work required during the proposed project schedule to meet the City's goals and objectives, which will be accomplished in an economical and efficient manner.

**Basic A/E Professional Services:**

• Existing Building survey & feasibility analysis	\$ 8,500
• Finalizing Needs & Programing	\$ 6,500
• Architectural Services	\$260,000
• Structural Engineering	\$ 57,500
• Civil Engineering	\$ 34,500
• Mechanical / Plumbing Engineering	\$ 41,500
• Electrical Engineering	\$ 32,500
• Landscape Architectural Services	\$ 24,000
• Cost Estimating Service	<u>\$ 20,000</u>

**TOTAL \$485,000**

These proposed fees for basic services will be earned as follows:

• Schematic Design	\$ 72,750
• Design Development	\$121,250
• Construction Documents	\$169,750
• Bidding	\$ 24,250
• Construction Administration	\$ 97,000

**Enhanced Optional A/E Professional Services:**

• LEED Gold Services	\$ 45,000
• Civil Hydrology report	\$ 5,000
• Civil sewer easement dedication	\$ 3,500
• Fire Sprinkler Engineering	\$ 18,000
• Low Voltage, Technology Consulting	\$ 18,500
• Acoustical Consulting	<u>\$ 11,000</u>
<b>TOTAL</b>	<b>\$101,000</b>

# gkkworks

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## **REIMBURSABLE EXPENSES**

A multiple of one point ten (1.10) times expenses incurred by gkkworks and consultants. There is no charge for travel or telephone calls to the City.

## **SCHEDULE**

We are prepared to commence these services upon receipt of your written authorization to proceed and expect that our services can be completed in accordance with the attached Preliminary Schedule.

If you find this proposal satisfactory, please indicate your acceptance by signing one copy and returning it to us for our files. Subsequently, we propose to prepare a formal amendment to our current contract incorporating the intent of this proposal.

If you have any questions, please contact me at (626) 666-6906 ext. 2018 or e-mail [jnabili@gkkworks.com](mailto:jnabili@gkkworks.com). I will be pleased to review and discuss them with you.

Thank you for the opportunity to submit our proposal to City of Moorpark. We enthusiastically look forward to working with you on this important project.

Very truly yours,

gkkworks



Javan Nabili, AIA  
Principal

Enclosure: Schedule Exhibit "A"  
gkkworks Standard Hourly Rates, Exhibit "B"  
cc: gkkworks – Edmund Einy FAIA  
gkkworks – Files

Attachment

## CITY OF MOORPARK EXISTING LIBRARY RECONSTRUCTION / EXPANSION EXHIBIT - A



ID	Task Name	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter	
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1														
2	<b>Finalizing Needs Assessment</b>	Mon 2/6/12	Thu 2/23/12	[Milestone]										
3														
4	Library Planning	Mon 2/6/12	Thu 2/23/12	[Milestone]										
5	<b>NTP for Library Reconstruction / Expansion Design</b>	Mon 2/6/12	Mon 2/6/12	[Milestone]										
6	Field Investigation, review as-built Feasibility study	Tue 2/7/12	Mon 2/20/12	[Summary]										
7	Finalizing Programming	Mon 2/6/12	Mon 2/13/12	[Summary]										
8	Code Analysis, LEED analysis	Mon 2/6/12	Fri 2/10/12	[Summary]										
9	Estimate Project Cost	Fri 2/10/12	Wed 2/15/12	[Summary]										
10	<b>City Approval</b>	Tue 2/21/12	Tue 2/28/12	[Milestone]										
11														
12														
13	<b>A/E Basic Design Services</b>	Mon 2/6/12	Fri 3/30/12											
14	<b>Finalizing Design</b>	Mon 2/6/12	Fri 3/30/12											
15	<b>Schematic Design Phase</b>	Mon 2/6/12	Fri 3/30/12											
16	Arch Plans / Elevations	Mon 2/27/12	Mon 3/12/12											
17	Presentation Dwgs	Tue 3/13/12	Mon 3/19/12											
18	<b>City Approval</b>	Tue 3/20/12	Wed 3/28/12											
19														
20	Preliminary Review with Building & safety / public Work	Tue 2/28/12	Tue 2/28/12											
21	City authorize Survey	Tue 2/28/12	Tue 2/28/12											
22	City authorize Soil / Geo	Mon 2/6/12	Mon 2/6/12											
23														
24														
25	<b>Design Development Phase</b>	Tue 2/28/12	Fri 3/30/12											
26	Arch / Consultant Dwgs	Thu 3/29/12	Wed 4/25/12											
27	Update Cost Estimate	Thu 4/26/12	Wed 5/2/12											
28	<b>City Approval</b>	Thu 5/3/12	Wed 5/9/12											
29														
30														
31	<b>Construction Documents Phase</b>	Mon 4/2/12	Mon 10/15/12											
32	Construction Documents	Mon 4/2/12	Thu 8/16/12											
33	Arch / Consultant Working Dwgs	Thu 5/10/12	Mon 9/10/12											
34	Final Specifications	Tue 9/11/12	Tue 9/18/12											
35	Final Cost Estimate	Thu 8/2/12	Thu 8/16/12											
36	<b>City Approval</b>	Fri 8/17/12	Wed 8/22/12											
37														
38														
39	<b>City of Moorpark Building &amp; Safety</b>	Mon 8/27/12	Mon 10/15/12											
40	Building & Safety Submittal	Mon 8/27/12	Mon 8/27/12											
41	Review Time	Tue 8/28/12	Wed 9/19/12											
42	Approval	Mon 9/24/12	Mon 10/15/12											
43														
44														
45	<b>Bidding / Construction Phases</b>	Mon 10/22/12	Mon 8/19/13											
46														
47	Bidding & Award	Mon 10/22/12	Thu 11/29/12											
48														
49	<b>Construction</b>	Mon 12/3/12	Mon 8/19/13											

## **GKKWORKS STANDARD HOURLY RATES EXHIBIT-B**

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$205
Associate Principal	\$201
Director of Design	\$191
Project Director	\$201
Sr. Project Designer	\$160
Sr. Project Manager	\$174
Sr. Project Architect	\$160
Sr. Planner/Programmer	\$166
Senior Estimator	\$165
Project Designer	\$139
Project Manager	\$139
Project Architect	\$139
Sr. Construction Administrator	\$145
Construction Administrator	\$131
Job Captain	\$124
Designer	\$110
Architectural Staff	\$ 97
Administrative	\$ 84

Such rates shall remain effective until January 1, 2013 and are subject to adjustment on an annual basis thereafter.

## ATTACHMENT 2

### SEVENTH AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN CITY OF MOORPARK AND GKK WORKS

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR SERVICES ("Seventh Amendment"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, ("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, on February 5, 2010, the City and the Architect entered into a Sixth Amendment to the Agreement for Services for Additional master planning and EIR support services related to the Campus Master Plan; and

WHEREAS, the Architect submitted a proposal for Architectural and Engineering Design Services for the Moorpark City Library Expansion and Reconstruction project in the amount of \$485,000 plus \$101,000 in optional services for a total of \$586,000 as described in their proposal dated January 3, 2012, incorporated herein as Exhibit A to this Seventh Amendment; and

WHEREAS, the City wishes to amend the Agreement for Services a seventh time to reflect this inclusion of these additional services as approved by the City Council of the City of Moorpark at their January 18, 2012 meeting.

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

**I. Exhibit B Scope of Services of the Agreement is amended to include:**

City does hereby appoint Architect in a contractual capacity to perform architectural and engineering design services for an amount not-to-exceed \$586,000, (\$485,000 plus \$101,000 in optional services as directed by City) with the authorities, and responsibility ordinarily granted to this type of architectural work consistent with Exhibit A attached hereto and incorporated herein to this Seventh Amendment. All other terms and conditions of the original agreement shall remain in full force and effect.

**II. Exhibit A Compensation Schedule of the Agreement is amended to include:**

City hereby increases the not-to-exceed amount of \$2,122,266.84 under this Agreement by \$586,000.00 to \$2,708,266.84.

**III. Remaining Provisions**

All other terms and conditions of the original Agreement shall remain in full force and effect.

CITY OF MOORPARK

GKK WORKS

By: \_\_\_\_\_  
Steven Kueny  
City Manager

By: \_\_\_\_\_  
Edmund Einy, AIA  
Principal

ATTEST:

\_\_\_\_\_  
Maureen Benson, City Clerk

Exhibit A – Consultant’s Proposal for A/E Design Services dated January 3, 2012