

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: David A. Bobardt, Community Development Director 

DATE: March 5, 2014 (CC Meeting of 3/18/2015)

SUBJECT: Consider Amendment No. 8 to Professional Services Agreement with GKK Works for Additional Design Fees in an Amount of \$24,000 for the Proposed City Hall/Civic Center Project

BACKGROUND/DISCUSSION

The City Council's top priority project for many years has been the proposed construction of a new City Hall and Library. The planning and design process for this proposed project has been under development for the past twelve years. In November 2004, the City Council selected GKK Corporation, now GKK Works (GKK) as the architect for the design of the proposed 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 proposed City Hall Master Plan. This increased GKK's total contract to \$825,736. On July 18, 2007, staff presented a contract amendment to incorporate the expanded design scope of the proposed 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 proposed Civic Center Campus Master Plan. A Fourth Amendment to the 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 in the amount of \$32,500 was authorized under the City Manager's signature authority for additional services associated with the 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 proposed 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. In January 2012 a Seventh Amendment to GKK's contract was authorized by the City Council for additional design fees in the amount of \$586,000 for the proposed Moorpark Library Expansion and Reconstruction Project, increasing the total contract amount to \$2,708,267.

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

	Amendment Amount	Total Cumulative Contract Amount
Original Contract	\$ 767,276	
Amendment No. 1	\$ 31,060	\$ 798,336
Amendment No. 2	\$ 27,400	\$ 825,736
Amendment No. 3	\$ 1,140,031	\$ 1,965,767
Optional LEED Services	\$ 168,750	To be Authorized
Amendment No. 4	\$ 24,000	\$ 1,989,767
Amendment No. 5	\$ 32,500	\$ 2,022,267
Amendment No. 6	\$ 30,000	\$ 2,052,267
Optional LEED Services Used	\$ 75,000	\$ 2,127,267
Amendment No. 7	\$ 586,000	\$ 2,708,267

So far, GKK has been paid \$435,142.72 for its services under this agreement from 2005 to 2014. These services include initial City Hall building design work and space needs assessment, Civic Center site planning, project phasing, LEED compliance analysis, and incorporation of the library into the proposed design. An additional expenditure of up to \$24,000 is needed to assist with EIR preparation.

As a part of the development of project alternatives for the proposed Civic Center Project description, staff has requested additional design services and pictorial presentations from GKK. GKK submitted a proposal (Exhibit A of Attachment) to address staff's request by providing up to three site/floor plan studies that integrate the Tanner Building at the northwest corner of High Street and Moorpark Avenue into the proposed Civic Center Master Plan. These studies would be reviewed by GPA

Consulting, the historical resources consultant on the EIR team, and one rendering of an initial design scheme will be prepared and presented to City staff. The total cost for this additional work is \$23,700, plus \$300 for reimbursable expenses. Except for this item, no further work will be authorized under the contract and its amendments until staff completes a review of the authorized work and develops a revised scope of work for Council consideration.

FISCAL IMPACT

There are sufficient funds available in the 2014-2015 Fiscal Year Capital Improvement Budget to pay for these additional services.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 8 as discussed in this report subject to City Manager final language approval.

Attachment: Amendment No. 8 to Agreement for Services

**EIGHTH AMENDMENT TO AGREEMENT
FOR SERVICES BETWEEN CITY OF MOORPARK AND GKK WORKS**

THIS EIGHTH AMENDMENT TO THE AGREEMENT FOR SERVICES ("Eighth Amendment"), is made and entered into this ____ day of _____, 2015, ("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, on November 4, 2004, the City and the Architect entered into an Agreement for architectural design and consulting services for the proposed 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 planning work; and

WHEREAS, on July 25, 2007, the City and the Architect entered into a Third Amendment to the Agreement for Services 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 proposed 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 proposed 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 proposed Campus Master Plan; and

WHEREAS, on February 6, 2012, the City and the Architect entered into a Seventh Amendment to the Agreement for Services for additional services relating to the proposed Library Expansion and Reconstruction; and

WHEREAS, the Architect has submitted a proposal for Architectural Services relating to site planning for the proposed Civic Center Campus Master Plan in the amount of \$24,000.00 for services as described in their proposal dated December 24, 2014, and incorporated herein as Exhibit A to this Eighth Amendment.

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

I. EXHIBIT A- Compensation Schedule of the Agreement is amended to include:

“City hereby increases the not-to-exceed amount of \$2,802,016.84 under this Agreement by \$24,000.00 to \$2,826,016.84.”

II EXHIBIT B- Scope of Services of the Agreement is amended to include:

“The City does hereby appoint Architect in a contractual capacity to perform architectural design services for an amount not to exceed \$23,700.00 and reimbursable expenses not to exceed \$300.00, and optional services which shall be approved by City in advance with authorities and responsibility ordinarily granted to this type of architectural work consistent with Exhibit A attached hereto and incorporated herein to this Eighth Amendment. All other terms and conditions of the original agreement shall remain in full force and effect.”

III. REMAINING PROVISIONS

All other provisions of the aforesaid Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to the Agreement to be executed the day and year first above written.

CITY OF MOORPARK:

GKK WORKS

Steven Kueny, City Manager

Javan Nabili, AIA, Lic. No.. C24035,
Principal

ATTEST:

Maureen Benson, City Clerk

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

December 24, 2014

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

hriley@ci.moorpark.ca.us

Subject: **Professional Services Proposal**
for
City of Moorpark – Proposed Civic Center Master Plan Southeast Corner - Phase 1

Dear Mr. Riley:

gkkworks is pleased to present this proposal for architectural services related to ongoing services for the proposed Civic Center master plan in the City of Moorpark, California. Accordingly, this proposal will address site planning efforts at the southeast corner of the proposed civic center project (corner of Moorpark Avenue and High Street) based on our conference call on November 6, 2014 and information contained within the Character-Defining Features Report from GPA Consulting dated October 2014. The following represents our understanding of the scope of this project.

PROJECT DESCRIPTION

Prepare conceptual architectural drawings showing options related to the potential integration of the existing historic building (façade and gabled back building) within the current proposed Civic Center master plan (southeast corner of the site).

SCOPE OF BASIC SERVICES

To meet the objectives of the project, we expect to provide architectural and consultant services in three phases, as described below:

Phase 1: Conceptual Design - \$23,700.00

In this phase, we will:

1. Prepare up to three site/floor plan studies to potentially integrate the historic building into the proposed Civic Center master plan.
2. Review and discuss the site options with GPA Consulting (one conference call) and make associated modifications to the schemes.
3. Work with a renderer in order to prepare one rendering of an initial scheme.
4. Meet with the City of Moorpark (one meeting) and present the conceptual schemes/rendering.

OPTIONAL SERVICES

The following services have not been included in this proposal, but may be provided as Supplemental Services at the request and authorization of the Owner:

1. Modifications to the proposed Master Plan documents unrelated to this specific proposal.
2. Additional meetings beyond three design meetings and one presentation to the City Council.

SERVICES TO BE PROVIDED BY OTHERS

The following services have not been included in this proposal:

1. Field verification/measuring of the existing historic building as required.

PROJECT TEAM

Historic Preservation Consultant

GPA Consulting
231 California Street
El Segundo, CA 90245

ASSUMPTIONS

This proposal is based on the following assumptions:

1. Services exclude a complete rework of the current proposed civic center master plan. Services currently include potential integration of the historic building into a portion of the site and consideration of associated space planning/programming requirements.
2. The City of Moorpark will provide gkkworks with any available as-built/record drawings of the existing historic building.

COMPENSATION

For the Basic Services described above, we propose to charge for our services on an hourly rate basis in accordance with our standard hourly rates. For budgeting purposes only, we estimate that our services can be completed for approximately TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) including reimbursable expenses. Should the need to exceed this range arise, we will only do so with your prior authorization.

• gkkworks	\$20,048.00
• GPA Consulting - \$1,320.00 + \$132.00 (10% mark-up)	\$ 1,452.00
• Rendering Specialist - \$2,000.00 + \$200.00 (10% mark-up)	<u>\$ 2,200.00</u>
	\$23,700.00

Reimbursable Expenses not to exceed THREE HUNDRED DOLLARS (\$300.00) shall be invoiced in addition to the fee noted above and shall include a mark-up of 1.1 times the cost incurred.

SCHEDULE

The following milestone dates have been identified for the project:

Conference Call	November 6, 2014
Anticipated Notice to Proceed	January 1, 2015
Expected Completion of Phases 1, 2, 3, & 4	April 1, 2015



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If you have any questions, please contact me at 626.666.6906 (Ext.2006) and I will be pleased to review and discuss them with you.

Thank you for the opportunity to submit our proposal. We enthusiastically look forward to continuing to work with you on this exciting project.

Very truly yours,

A handwritten signature in black ink, appearing to read 'M Gajda'.

Mark S. Gajda, AIA, LEED AP
Senior Project Manager

cc: Javan Nabili, gkkworks
Blair Ripplinger, gkkworks