

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Barry K. Hogan, Deputy City Manager *BKH*

**DATE:** September 8, 2009 (CC Meeting of 9/17/08)

**SUBJECT:** Consider Addendum to the Charles Abbott and Associates Contract for Engineering Services for the City

**DISCUSSION**

The previous contract between the City of Moorpark and Charles Abbott and Associates (CAA) contained a provision for a City credit of \$151,256.00 for the hours for Planning Commission and City Council meetings that were not attended by the contract City Engineer in prior years. When the recently executed contract with CAA was drafted this provision was inadvertently omitted and needs to be added back.

Staff has drafted the addendum language to the contract and has discussed this matter with Rusty Reed, President of Charles Abbott and Associates. Mr. Reed is in agreement with the amendment.

**FISCAL IMPACT**

City will received \$151,256.00 from CAA in the form of a credit against cost overruns due to CAA.

**STAFF RECOMMENDATION (ROLL CALL VOTE REQUIRED)**

Authorize the Mayor to sign the contract amendment with Charles Abbott Associates, Inc. for Engineering Services subject to final language approval by the City Manager and the City Attorney,.

Attachment

1. Addendum to Agreement for Engineering Services

**ADDENDUM TO AGREEMENT FOR ENGINEERING SERVICES**

This \_\_\_\_ day of \_\_\_\_\_, 2008, Charles Abbott Associates, Inc., and the City of Moorpark, a general law city, entered into this Addendum to the Agreement for Engineering Services dated August 30, 2007.

IT IS MUTUALLY AGREED by and between the parties as follows:

1. Section I, COMPENSATION TO CONSULTANT, is amended to add subsection H. as follows:

H. CONSULTANT and CITY agree that CITY is due a credit, as of June 15, 2005, of one hundred fifty one thousand two hundred fifty six dollars (\$151,256.00) for Planning Commission and City Council meetings not attended by CONSULTANT as required by the March 1, 1991 Agreement between CITY and CONSULTANT. The parties further agree that CITY may use this credit at the rates specified in the August 30, 2007 Agreement or as may be adjusted in accordance with Section I.F. of said Agreement, for appropriate personnel for services CITY may request or have requested since August 30, 2001 including, but not limited to design and inspection of capital improvement projects. It is further agreed that the entire credit shall be received by CITY by April 30, 2009. In the event of termination of the August 30, 2007 Agreement for any reason, any credit still due CITY shall be deducted from any compensation due CONSULTANT.

2. Except as amended by this First Addendum, all of the provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers the day and year first above written.

CITY OF MOORPARK

CHARLES ABBOTT ASSOCIATES INC.

\_\_\_\_\_  
Patrick Hunter, Mayor

\_\_\_\_\_  
Rusty R. Reed, President

ATTEST:

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