

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 
Prepared by: Teri Davis, Senior Management Analyst

DATE: May 24, 2013 (CC Meeting of 06/05/13)

SUBJECT: Consider Amendment to Agreement for Traffic Engineering Services with Hartzog & Crabill, Inc.

BACKGROUND & DISCUSSION

On July 1, 2011, the City entered into an Agreement with Hartzog & Crabill, Inc., (Hartzog) for traffic engineering services, for an amount not to exceed \$50,000 and on September 23, 2011, the City Council approved Amendment No. 1 to the Agreement, to update the hourly rates. The Agreement was again amended on June 28, 2012 to increase the maximum compensation by \$7,500 and to extend the term to June 30, 2013. Included in the traffic engineering services are monthly maintenance services. Costs for the maintenance services, combined with the costs for services paid to date, are not expected to exceed the maximum payable of \$57,500 pursuant to the Agreement. Staff is requesting that the City Manager be authorized to extend Hartzog's Agreement one additional year from June 30, 2013 to June 30, 2014.

FISCAL IMPACT

Any services requested by the City from Hartzog are either in the Draft Fiscal Year 2013/14 Budget (such as routine traffic signal operations) or will be presented to City Council as a requested budget amendment.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 3 subject to final language approval by the City Manager and City Attorney.

Attachment: Amendment No. 3

**AMENDMENT NO. 3 TO
AGREEMENT BETWEEN THE CITY OF MOORPARK
AND HARTZOG & CRABILL, INC.,
FOR TRAFFIC ENGINEERING SERVICES**

This Amendment, made and entered into this ____ day of _____, 2013, between the City of Moorpark, a California municipal corporation, hereinafter referred to as "City" and Hartzog & Crabill, Inc., a corporation, hereinafter referred to as "Consultant."

Whereas, on July 1, 2011, the City and Consultant entered into an Agreement for traffic engineering services, for total compensation not to exceed \$50,000; and

Whereas, on September 23, 2011, the City Council approved Amendment No. 1 to the Agreement to replace the hourly rates in Exhibit D with the hourly rates in Exhibit E; and

Whereas, on June 28, 2012, the City Council approved Amendment No. 2 to the Agreement to extend the term of the Agreement from June 30, 2012 to June 30, 2013, and adding \$7,500 to the maximum compensation for a total amount not to exceed \$57,500; and

Whereas, the City now desires to extend the term of the Agreement from June 30, 2013 to June 30, 2014. The total not to exceed amount for this Agreement shall remain \$57,500.

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. Section 1, Term, of the Agreement is amended to read, in its entirety, as follows:

"The Term of this Agreement shall be extended to June 30, 2014, unless sooner terminated, as provided in Section 6, Termination or Suspension Without Cause, of this Agreement."

II. Remaining Provisions

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

In witness whereof, the parties hereto have executed this Amendment on the date and year first above written.

CITY OF MOORPARK

HARTZOG & CRABILL, INC.

Steven Kueny, City Manager

Trammell Hartzog, President

Attest: _____
Maureen Benson, City Clerk