

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 

DATE: May 23, 2014 (CC Meeting of 06/04/14)

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

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. Amendment No. 2 to the Agreement was executed on June 28, 2012 to increase the maximum compensation by \$7,500 to a total not to exceed amount of \$57,500, and to extend the term to June 30, 2013. Amendment No. 3 to the Agreement was executed on June 12, 2013 to extend the term to June 30, 2014 with no increase in the maximum compensation. Amendment No. 4 to the Agreement was executed on January 14, 2014 to increase the maximum Agreement compensation by \$18,000 to an amount not to exceed \$75,500 for traffic engineering services through June 30, 2014.

Staff is requesting Amendment No. 5 (Attachment 1) to Hartzog's agreement to extend the term to June 30, 2015 and to increase the maximum compensation by \$12,000 to an amount not to exceed \$87,500 for traffic engineering services through June 30, 2015. Hartzog submitted a proposal (Exhibit H to Amendment No. 5) for these services at a cost of \$12,000 for ongoing traffic signal monitoring services and \$6,000 for the continuation of traffic signal construction review services for the Spring Road Railroad Crossing improvement project. Amendment No. 5 does not include additional compensation of \$6,000 for the Spring Road Railroad Crossing project since it was previously approved as a part of Amendment No. 4.

FISCAL IMPACT

Sufficient funds are included in the proposed Fiscal Year 2014/15 Budget for the \$6,000 of traffic signal construction review services for the Spring Road Railroad Crossing project as well as \$12,000 for traffic signal monitoring services.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 5 subject to final language approval by the City Manager and City Attorney.

Attachment:

1 – Amendment No. 5

**AMENDMENT NO. 5 TO
AGREEMENT BETWEEN THE CITY OF MOORPARK
AND HARTZOG & CRABILL, INC.,
FOR TRAFFIC ENGINEERING SERVICES
FOR TRAFFIC SIGNAL OPERATIONS**

This Amendment, made and entered into this ____ day of _____, 201__, 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, on June 5, 2013, the City Council approved Amendment No. 3 to the Agreement to extend the term of the Agreement from June 30, 2013 to June 30, 2014. The total not to exceed amount for the Agreement remained at \$57,500; and

Whereas, on December 18, 2013, the City Council approved Amendment No. 4 to the Agreement, adding \$18,000 to the maximum Agreement compensation for a total amount not to exceed \$75,500; and

Whereas, the City now desires to extend the term of the Agreement from June 30, 2014 to June 30, 2015, and add \$12,000 to the maximum Agreement compensation for a total amount not to exceed \$87,500; and

Whereas, Consultant submitted a proposal to provide Traffic Engineering Services for Traffic Signal Operations for FY 2014/15 (Exhibit H).

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, 2015, unless sooner terminated, as provided in Section 6, Termination or Suspension Without Cause, of this Agreement."

II. The second paragraph of Section 5, Payment, of the Agreement is amended to read, in its entirety, as follows:

“The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit H, based upon actual time spent on the above tasks. This amount shall not exceed eighty-seven thousand five hundred dollars (\$87,500.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.”

III. 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



Trammell Hartzog, President
Jerry Crabill, P.E., (Retired)
Gerald J. Stock, P.E., Executive
Vice President

17852 E. 17th Street
Suite 101
Tustin, CA 92780

Phone: (714) 731-9455
FAX: (714) 731-9498

www.hartzog-crabill.com

May 7, 2014

Mr. David Klotzle, P.E.
City Engineer
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Subject: Proposal to Provide "Traffic Engineering Services for Traffic Signal Operations" in the City of Moorpark for FY 2014/15

Dear Mr. Klotzle:

Hartzog & Crabill, Inc. (HCI) is pleased to submit this proposal to continue providing professional traffic engineering services to the City of Moorpark for the monitoring of various traffic signals and maintenance of the traffic signal coordination system citywide. Our services include all tasks necessary to continuously monitor, troubleshoot, and efficiently report repairs on all traffic signals using the Aries/Econolite controllers in the City of Moorpark for this next contract term.

Mr. Trammell Hartzog, our company president, will continue to serve as the Project Manager for this project and will be the primary contact between HCI and the City of Moorpark.

PROJECT UNDERSTANDING

The City of Moorpark has identified the need to retain the services of a qualified firm to provide certain traffic signal operations and maintenance support services. It is our understanding that the City desires and has requested this proposal to continue these support services to continuously manage traffic signal operations throughout the City. We understand that the City utilizes Econolite ASC/2 and ASC/3 controllers as their local traffic signal controllers, which are interconnected with master controllers.

HCI is very familiar with this request since we continue to monitor and maintain many Southern California cities' traffic signal systems daily from our offices through the use of our own updated and licensed version of the Aries and Centrac's Traffic Signal Management computer softwares. This system has proven to be an asset to many of our client cities as the continuous communication and monitoring proves to be a reliable means for more efficient signal maintenance, thereby minimizing traffic signal complaints.

SCOPE AND SERVICES

Our understanding of the City's traffic signal system is that the City maintains and operates (17) signalized intersections using Econolite controllers. The City contracts the traffic signal maintenance with Republic Electric. These signals are interconnected to master controllers by hardwire interconnect or telephone-drop, which are accessed off-site by telephone modems.

Task 1 – Setup Communication Services

As HCI has already setup the *Scheduled Operations* on the Aries program specifically for the City of Moorpark's system in order to automatically perform a variety of tasks (*Task 2*), HCI does not require setup time and will continue to monitor the City's on-line traffic signal operations.

Task 2 – Monitor and Provide Maintenance Support

HCI will continue to provide a Traffic Signal Systems Specialist for the monitoring and maintenance support on all City of Moorpark traffic signals. More specifically, the Aries functions and Specialist's time spent on these services will include performing the following daily sub-tasks:

1. The *Scheduled Operations* will automatically gather and store historical data and real-time information on all City of Moorpark's traffic signal operations programmed in Aries;
2. This data is reviewed **daily** to verify that all traffic signals are in good working order;
3. Any malfunctions logged are immediately reported to the City's designated traffic signal maintenance contractor, for dispatch;
4. The historical data is also analyzed to identify traffic volumes and patterns in order to assist in determining if adjustments to signal timing is necessary;
5. HCI will also verify if all timing is programmed correctly in each master and controller.

Task 3 – Provide Traffic Signal Maintenance “Reporting” Services

Regarding this task, HCI will include the following sub-tasks at our standard monthly fee in our “on-going” services agreement:

1. HCI staff will report all traffic signal problems and malfunctions to the City's traffic signal maintenance contractor within (24) hours;
2. HCI staff will coordinate all work associated with the City's traffic signal maintenance contractor and also provide verification to the City of their completed work;
3. HCI will provide the City with a monthly report of problems addressed on their traffic signal equipment.

SCOPE AND SERVICES (continued)

Task 4 – Provide Traffic Engineering Coordination Services

Regarding this task, HCI typically offers the following services to our client cities on a Time-and-Materials (T&M) basis in our “on-going” services agreement:

1. HCI staff will assist the City in resolving traffic signal control complaints by speaking by phone/email/in person with the resident(s)/contact person on their specific request/complaint;
2. HCI staff will complete the necessary investigation and make recommendations to the City on identified traffic signal improvements, such as any new coordinated signal control systems, more efficient signal phasing, equipment upgrade, significant timing adjustments, etc.;
3. HCI staff will drive each project arterial during peak-periods on a quarterly basis in order to verify coordination timing is working and also provide recommendations for any adjustments;
4. If necessary and approved by the City, HCI will collect/update traffic counts as part of our investigation;
5. Assist the City with any issues with their traffic signal maintenance contractor (i.e., review of invoices, change orders, agreements/contracts, bidding documents, etc.);
6. Provide bidding documents to City for project-specific signal improvements in order to expedite ordering of long lead-time equipment (such as poles or controller cabinets).
7. Provide support during construction and final turn-on phases of the Spring Road Railroad Crossing Improvement project.

TIME SCHEDULE

HCI is available and ready to continue these traffic signal monitoring services, upon receipt of the City’s notice-to-proceed. Upon the City’s notification, we will immediately continue with the on-going daily monitoring on all on-line traffic signals. We will continue to evaluate the City’s entire traffic signal system and, if necessary, make recommendations to the City on how to communicate with each of them more effectively. These services will be provided to the City to cover the annual period between July 1, 2014 and June 30, 2015.

Mr. David Klotzle, P.E.
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PROFESSIONAL FEES

Since the City is operating many of their signals with Econolite controllers, HCI proposes our typical "on-going" traffic signal system daily monitoring services to the City of Moorpark. We will utilize our corresponding Aries Traffic Management System software to communicate with and provide the monitoring services on the City's on-line traffic signals, as detailed in our Scope of Services, to the City through June 30, 2015, which are estimated at **\$18,000.00 per year**.

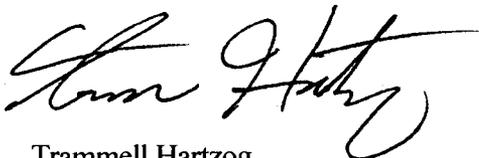
The figure above was calculated by estimating our Traffic Signal Systems Specialist continuing to work at the approximate average rate of (2.2) hours/week (approximately (8.7) hours/month), exclusively on the City of Moorpark's traffic signal system. The Specialist rate of \$115.00/hr results in approximately \$1,000.00/month, or \$12,000.00 per 12-month period.

The estimated fee to provide traffic signal support services for the completion of the Spring Road Railroad Crossing Improvement project is \$6,000.00. The total estimated fee for the Traffic Engineering Services described herein for the period of July 1, 2014 through June 30, 2015 is \$18,000.00.

Additional requested tasks, such as attendance at any City Council or staff meeting(s), or any activities outside the proposed Scope of Services, will be invoiced on a time-and-materials basis per our current fee schedule unless previous fee agreement is made with City staff. Invoicing for any additional work above-and-beyond what is detailed in our Scope of Work may typically include hours for a Principal, Senior and/or Associate Engineer, as well as the Traffic Signal Systems Specialist. For your reference, we have also attached our current Fee Schedule.

Thank you again for the opportunity to continue serving your community and providing these traffic signal operations services. We look forward to working with you and your staff on this service. If you have any questions or need more information, please call me at (714) 731-9455.

Very truly yours,
HARTZOG & CRABILL, INC.



Trammell Hartzog
President

Attach: Schedule of Hourly Rates

Schedule of Hourly Rates

Classification	Hourly Rates
Expert Witness / Deposition.....	\$260
Litigation Consultation.....	\$232
Two-Person Survey Crew.....	\$232
Litigation Field Evaluation.....	\$207
Principal Consultant.....	\$160
Project Manager.....	\$150
Registered Land Surveyor.....	\$145
Senior Engineer.....	\$135
Storm Water Permit Compliance Engineer.....	\$135
Associate Engineer.....	\$130
Construction Manager.....	\$125
Traffic Signal System Supervisor.....	\$125
Mural Artist.....	\$125
Senior Designer.....	\$120
Traffic Signal Systems Specialist.....	\$115
Assistant Engineer.....	\$110
Draftsperson.....	\$ 93
Technician.....	\$ 78
Word Processor.....	\$ 62
Clerical.....	\$ 52
* Traffic Counts (Cost, plus 10%).....	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 10% fee for administration, coordination and handling will be added to subcontracted services. This Schedule of Hourly Rates is effective as of July 1, 2013. Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate (rate can be found at the following link: <http://www.irs.gov/newsroom/article/0,,id=232017,00.html>).