

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Sean Corrigan, City Engineer/Public Works Director



DATE: July 11, 2016 (CC Meeting of 07/20/16)

SUBJECT: Consider Amendment No. 8 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. Amendment No. 1 to the Agreement was executed on September 23, 2011 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. Amendment No. 5 to the Agreement was executed on June 18, 2014, to increase the maximum Agreement compensation by \$12,000 to an amount not to exceed \$87,500 for traffic engineering services through June 30, 2015. Amendment No. 6 to the Agreement was executed on June 22, 2015, to increase the maximum Agreement compensation by \$12,000 to an amount not to exceed \$99,500 for traffic engineering services through June 30, 2016. Amendment No. 7 to the Agreement was executed on June 24, 2016 to extend the term for Fiscal Year 2016-17 and to increase the maximum compensation by \$12,000 to an amount not to exceed \$111,500 cumulative since July 1, 2011 for traffic engineering services through June 30, 2017. Subsequent to this routine, annual amendment for 2016-17, staff realized that late 2015-16 contingencies were going to result in a budget shortfall.

During 2015-16, unanticipated traffic engineering services were required as a result of several traffic signal failures and the need to adjust signal timing at several locations. Hartzog has submitted a proposal (Exhibit K) for these services at a cost of \$8,000 for ongoing traffic engineering services.

FISCAL IMPACT

Amendment No. 8 will increase Hartzog's Agreement by \$8,000 for work performed in FY 2015/16. The FY 2015/16 Budget has sufficient funds in expense line 2000.8310.0000.9253 to cover the cost increase.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 8 to the Agreement with Hartzog for Traffic Engineering Services for Traffic Signal Operations, subject to final language approval by the City Manager.

Attachment: Amendment No. 8

**AMENDMENT NO. 8 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, Amendment No. 1 to the Agreement was executed, replacing the hourly rates in Exhibit D with the hourly rates in Exhibit E; and

Whereas, on June 28, 2012, Amendment No. 2 to the Agreement was executed, extending 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 12, 2013, Amendment No. 3 to the Agreement was executed, extending 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 January 14, 2014, Amendment No. 4 to the Agreement was executed, adding \$18,000 to the maximum Agreement compensation for a total amount not to exceed \$75,500; and

Whereas, on June 18, 2014, Amendment No. 5 to the Agreement was executed, extending the term of the Agreement from June 30, 2014 to June 30, 2015, and adding \$12,000 to the maximum compensation for a total amount not to exceed \$87,500; and

Whereas, on June 22, 2015, Amendment No. 6 to the Agreement was executed, extending the term of the Agreement from June 30, 2015 to June 20, 2016, and adding \$12,000 to the maximum compensation for a total amount not to exceed \$99,500; and

Whereas, on June 24, 2016, Amendment No. 7 to the Agreement, was executed, extending the term of the Agreement from June 30, 2016 to June 30, 2017, and adding \$12,000 to the maximum compensation for a total amount not to exceed \$111,500; and

Whereas, the City now desires to amend the Agreement to add \$8,000 to the maximum compensation for a total amount not to exceed \$119,500; and

Whereas, Consultant submitted a proposal to provide additional Traffic Engineering Services for Traffic Signal Operations for FY 2015/16 (Exhibit K).

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. 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, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibits D through K, based upon actual time spent on the above tasks. This amount shall not exceed one hundred nineteen thousand five hundred dollars (\$119,500.00) for the total term of the Agreement unless additional payment is approved as provided in 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

June 27, 2016



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

Mr. Sean Corrigan
Public Works Director
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Subject: Contract Amendment to “Traffic Engineering Services for Traffic Signal Operations” in the City of Moorpark for FY 2015/16

Dear Mr. Corrigan:

Hartzog & Crabill, Inc. (HCD) requests to amend our current Traffic Engineering Services for Traffic Signal Operations contract. As you know, we have been providing traffic engineering services to the City of Moorpark for the monitoring of various traffic signals and the City’s traffic signal coordination system. Our services include tasks necessary to continuously monitor, troubleshoot, and efficiently report repairs on all traffic signals using the Aries/Econolite controllers. The amendment is due to the following additional work:

- Adjusting traffic signal timing at various locations.
- Assisting Siemens, the City’s traffic signal maintenance contractor, with troubleshooting traffic signal issues.

The requested amendment of **\$8,000.00** will complete these services through June 2016, and extend our original professional fees estimate of \$12,000.00 to \$20,000.00.

Thank you again for the opportunity to continue serving your community and providing these services. If you have any questions or need more information, please feel free to call me at (714) 731-9455.

Very truly yours,
HARTZOG & CRABILL, INC.


Trammell Hartzog
President