



# staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Len Gorecki, Director of Public Works  
Bernardo Iniguez, Public Works Manager

SUBJECT: Consideration and possible action to authorize the City Manager to execute Amendment No. 3 to Agreement File No. 281.18, in a form approved by the Interim City Attorney, with Hartzog & Crabill, Inc. (HCI), to increase the compensation for on-call civil engineering, surveying, and art concept services.

DATE: March 28, 2016

## **EXECUTIVE SUMMARY**

This action would authorize the City Manager to execute Amendment No. 3 to Agreement File No. 281.18 with Hartzog & Crabill, Inc. (HCI). The purpose of the Amendment is to increase the compensation for additional on-call civil engineering, surveying, and art concept services.

## **RECOMMENDATION TO CITY COUNCIL**

- 1) Authorize the City Manager to execute Amendment No. 3 to Agreement File No. 281.18, in a form approved by the Interim City Attorney; or
- 2) Alternatively, discuss and take other action related to this item.

## **FISCAL IMPACT**

The total compensation to be paid to HCI under the current Agreement is an amount not to exceed \$29,000. The total actual payments made to HCI were \$27,024.50, leaving a remaining balance of \$1,975.50 in the Agreement. The maximum Agreement amount will be increased from an amount not to exceed \$29,000 to an amount not to exceed \$49,000. Project-specific services will be paid out of the respective capital project accounts. Non-project specific services will be paid out of Account No. 010-42054-3000.

## **DISCUSSION**

On September 23, 2013, the City entered into Agreement File No. 281.18 with HCI for on-call civil engineering, surveying and art concept services. On June 23, 2014, Amendment No. 1 extended the term and added additional compensation for the 2014-2015 Fiscal Year. On July 15, 2015, Amendment No. 2 extended the term of the Agreement through June 30, 2016. Approval of Amendment No. 3 would increase the compensation to be paid to HCI for additional on-call engineering, surveying, and art concept services.

## **ATTACHMENT**

Amendment No. 3 to Agreement File No. 281.18 ..... 2

**AMENDMENT NO. 3 TO  
AGREEMENT FILE NO. 218.18 BETWEEN  
THE CITY OF BELLFLOWER AND  
HARTZOG & CRABILL, INC. (HCI)  
FOR ON-CALL CIVIL ENGINEERING, SURVEYING, AND  
ART CONCEPT SERVICES**

**THIS AMENDMENT** No. 3 (“Amendment”) is made and entered into this 28<sup>th</sup> day of March 2016, by and between the CITY OF BELLFLOWER, a general law city and municipal corporation (“CITY”), and Hartzog & Crabill, Inc., a California corporation (“CONSULTANT”).

1. Pursuant to Section 5(b) of Agreement File No. 281.18 (“Agreement”), Section 5(a) is amended to read:

“City agrees to pay Consultant monthly on a Time-and-Material basis at the rates set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above task. The aggregated total of those payments cannot exceed \$49,000 during the total term of the Agreement, unless additional payment is approved as provided in this Agreement.”

2. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

3. Except as modified by this Amendment, all other terms and conditions of Agreement File No. 281.18 remain the same.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

**CITY OF BELLFLOWER**

**HARTZOG & CRABILL, INC.**

\_\_\_\_\_  
**Jeffrey L. Stewart, City Manager**

\_\_\_\_\_  
**Trammel Hartzog, President**

**ATTEST:**

\_\_\_\_\_  
**Mayra Ochiqui, City Clerk**

\_\_\_\_\_  
**Gerald Stock, Secretary**

**APPROVED AS TO FORM:**

**Taxpayer ID No. 33-0575354**

\_\_\_\_\_  
**Karl H. Berger, Interim City Attorney**