



# City of Palo Alto

## City Council Staff Report

(ID # 9992)

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**Report Type: Consent Calendar**

**Meeting Date: 4/8/2019**

**Council Priority: Transportation and Traffic**

**Summary Title: Amendment to Contract C15157160 with Traffic Data Services**

**Title: Approval of Amendment Number 2 to Contract Number C15157160 With Traffic Data Services for Provision of On-call Traffic Data Collection Services to Extend the Term Through June 30, 2020 and Increase Maximum Compensation by \$75,000 for a Total Not-to-Exceed Amount of \$175,000**

**From: City Manager**

**Lead Department: Transportation**

### **Recommendation:**

Staff recommends that Council authorize the City Manager to execute Amendment Two (Attachment A) to Contract C15157160 with Traffic Data Services for provision of On-Call Traffic Data Collection Services to extend the term for one additional year through June 30, 2020 and increase the maximum compensation by \$75,000 for a total not-to-exceed amount of \$175,000.

### **Background:**

In February 2015, Council approved a contract with Traffic Data Services for the provision of on-call traffic data collection services. This contract supports traffic data collection efforts that cannot be completed by Public Works Department staff. Council approved Amendment One in January 2017 to this contract to extend the term until June 30, 2019.

### **Discussion:**

The contract for the On-Call Traffic Data Collection Services provides for collecting traffic speed and volume data, peak hour video turning movement counts, school pedestrian classification counts, video bicycle and pedestrian data and parking occupancy counts. This data is necessary for the Office of Transportation to complete Council-priority projects, capital improvement projects, Palo Alto 311 service requests, implement traffic signal timing changes, monitor the performance of the City's surface transportation network, and manage various projects and

initiatives throughout the community.

In order to provide continuity in data collection and allow Staff to proceed with work on priority transportation projects with near-term data collection needs, Staff is requesting that Council approve the attached amendment extending the term of the existing contract for another year and adding \$75,000 for the provision of on-call traffic data collection services until June 30, 2020. The scope of the contract remains same; however increased funds are requested in anticipation of additional traffic data required to evaluate Capital Improvement Projects and for updating Citywide Traffic Flow map. In early 2020, the City intends to release a Request for Quotations (RFQ) for future traffic data collection services. A new vendor, identified through a solicitation and selection process will begin the term with the City effective July 1, 2020.

Video technology used to collect bicycle, pedestrian, parking occupancy counts and vehicular turning movement counts does not collect and retain audio, electronic, visual, location and other personally identifiable information of persons or vehicles. In order to address privacy concerns and save storage and memory space, video cameras used for traffic data collection only tracks objects in a low-resolution format. Hence, this contract is not subject to the recently adopted surveillance technologies ordinance.

### **Policy Implications:**

The City's Comprehensive Plan recommends that traffic safety be among the City's top priorities. This contract is consistent with the following Comprehensive Plan goals:

- ☐ T-4: An Efficient Roadway Network for All Users and Goal
- ☐ T-6: A High Level of Safety for Motorists, Pedestrians, and Bicyclists on Palo Alto Streets.

### **Resource Impact:**

On-call services are used only when there is sufficient budget to cover the costs. The majority of these efforts are funded by the operating budget. There are sufficient funds in the Fiscal Year 2019 Adopted Operating Budget and in the Fiscal Year 2020 Proposed Operating Budget to cover data collection services. Any work related to specific CIP projects will be charged to those projects. No additional resources are required at this time.

### **Timeline:**

Traffic counting efforts are ongoing on an as-needed basis. Staff will continue to issue task orders to Traffic Data Services as required.

### **Environmental Review:**

Approving this Contract Amendment and the associated expenditure of funds is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15306 (Information Collection) in that the services consist of basic traffic data

collection which will not have a significant effect on the environment.

**Attachments:**

**Attachment A: C15157160 Traffic Data Service Amendment 2 Council Ready (PDF)**

**AMENDMENT NO. 2 TO CONTRACT NO. C15157160  
BETWEEN THE CITY OF PALO ALTO AND  
TRAFFIC DATA SERVICE**

This Amendment No. 2 to Contract No. C15157160 (“Contract”) is entered into April 1, 2019, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and TRAFFIC DATA SERVICE, a sole proprietorship, located at 1386 White Oaks Road, Suite 1, Campbell, California, 95008, Telephone Number: (408) 377-2998 (“CONTRACTOR”).

**RECITALS**

A. The Contract was entered into between the parties for the provision of Traffic data collection.

B City intends to extend the term by one year to June 30, 2020 and increase compensation by \$75,000.00 from \$100,000.00 to \$175,000.00 for the continuation of services as specified in EXHIBIT “A” SCOPE OF SERVICES.

C. The parties wish to amend the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

**SECTION 1.** Section 3. TERM is hereby amended to read as follows:

“TERM.

The term of this Agreement is from February 16th, 2015 to June 30, 2020 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.”

**SECTION 2.** Section 5. COMPENSATION FOR ORIGINAL TERM is hereby amended to read as follows:

“COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not to exceed compensation for the full performance of the Services and reimbursable expenses, if any:

A sum calculated in accordance with the fee schedule set forth in Exhibit C, not to exceed a total maximum compensation amount of One Hundred Seventy Five Thousand dollars (\$175,000.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or

services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.”

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit “C” entitled “SCHEDULE OF FEES”.

SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

**TRAFFIC DATA SERVICE**

DocuSigned by:

*Bob Van Boening*

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Bob Van Boening

Manager

APPROVED AS TO FORM:

**Attachments:**

EXHIBIT "C": SCHEDULE OF FEES

**EXHIBIT C  
SCHEDULE OF FEES**

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

Mechanical Tube Count, Volume only, Per Approach, Tuesday, Wednesday and Thursday – \$45

Mechanical Tube Count, Volume and Speed, Per Approach, Tuesday, Wednesday and Thursday – \$65

Mechanical Tube Count, Volume only, Per Approach, Seven Day – \$110

Mechanical Tube Count, Volume and Speed, Per Approach, Seven Day – \$140

Peak Period Video Turning Movement Counts, Four Hour - \$265

Video Turning Movement Counts, Twelve Hour - \$460

School Pedestrian and Bicycle Classification Count, Five Hour, \$460

Parking Survey - \$55 per person per hour, six hour minimum

## Certificate Of Completion

Envelope Id: EA49EEC782CF4022B6F2D962D48CC564	Status: Completed
Subject: Please DocuSign: C15157160 Traffic Data Contract Amendment No 2.doc	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

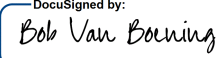
## Record Tracking

Status: Original 3/26/2019 2:01:38 PM	Holder: Christopher Anastole chris.anastole@cityofpaloalto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

## Signer Events

Bob Van Boening  
tdsbay@cs.com  
Manager  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
F361BA3327D54B2...  
Signature Adoption: Pre-selected Style  
Using IP Address: 24.5.6.58

## Timestamp

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Signed: 3/26/2019 2:14:27 PM

**Electronic Record and Signature Disclosure:**  
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## In Person Signer Events

## Signature

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## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

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## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Madina Klicheva  
Madina.Klicheva@CityofPaloAlto.org  
Administrative Associate II  
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Security Level: Email, Account Authentication (None)

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Sent: 3/26/2019 2:14:29 PM  
Viewed: 3/27/2019 7:58:51 AM

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Sherry Nikzat  
Sherry.Nikzat@CityofPaloAlto.org  
Sr. Management Analyst  
City of Palo Alto  
Security Level: Email, Account Authentication (None)

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Sent: 3/26/2019 2:14:30 PM  
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	3/26/2019 3:05:09 PM
Signing Complete	Security Checked	3/26/2019 3:05:09 PM
Completed	Security Checked	3/26/2019 3:05:09 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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