

**AMENDMENT TO PROFESSIONAL
SERVICES MASTER CONTRACT
WITH QUALITY TRAFFIC DATA, LLC**

This Amendment to Professional Services Master Contract for conducting traffic volume counts, classification counts, and speed limit studies is made and entered into on _____, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and QUALITY TRAFFIC DATA, LLC, hereinafter referred to as "FIRM," to provide CITY with conducting traffic volume counts, classification counts, and speed limit studies.

W I T N E S S E T H:

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for Design, Geotechnical, Testing, Plan Review, and Survey Services; Construction Management and Inspection Services; Roofing, Electrical, and Mechanical Design Services; and Preparation of Generalized and Specialized CEQA and NEPA Studies on July 13, 2010, pursuant to Resolution No. 10-0242, as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide conducting traffic volume counts, classification counts, and speed limit studies for PROJECT.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1—SCOPE OF SERVICES. The Scope of Services is hereby amended to include conducting traffic volume counts, classification counts, and speed limit studies for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.
2. Section 2—COMPENSATION. Compensation is hereby amended (\$36,790) to include Exhibit "A," attached hereto and by reference made a part hereof.
3. Section 3—SCHEDULE FOR COMPLETION. Services under this amendment will be performed during the period of April 2014 through April 2016, unless otherwise approved in writing.
4. Section 13—INSURANCE. Insurance requirements under this amendment shall comply with the current insurance requirements set forth in Exhibit "B," which is Amendment – QUALITY TRAFFIC DATA, LLC

attached to this contract and incorporated by this reference. FIRM shall provide thirty (30) days written notice to CITY prior to canceling or changing the terms of such coverage.

5. All other terms and conditions of said original Professional Services Master Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Professional Master Contract to be executed on the date and year first written above.

ATTEST:

CITY

BONNIE PAIGE
City Clerk of the City of Stockton

By: _____
KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
Deputy City Attorney

By: Danny Gouhari _____
FIRM

Title: VP

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Quality Traffic Data

Traffic Data On Demand

Average Daily Traffic Counts (ADT),
Traffic Classification Volume Counts, Speed
Zone Surveys, and Turning Movement
Volume Counts

RFP



Quality Traffic Data

Traffic Data On Demand

9701 W Pico Blvd, Suite 205
Los Angeles, CA, 90035
Phone: 310- 341-0019
Fax: 310-807-9247
Info@QualityTrafficData.com

December 16, 2013

Mr. Gordon A. Mackay
City of Stockton
Public Works Department
22 East Weber Avenue, Room 301
Stockton, CA 95202

Subject: Re: Request For Proposals (RFP) – Average Daily Traffic Counts (ADT), Traffic Classification Volume Counts, Speed Zone Surveys, and Turning Movement Volume Counts

Dear Mr. Gordon A. MacKay,

I have carefully reviewed your traffic data collection requirements for the City of Stockton. Quality Traffic Data, LLC (QTD) is pleased to inform you that our firm is qualified, ready, and able to service your traffic study requirements for this project. Our team is enthusiastic and has the hands-on experience, professional management, and resources to complete this project on time and within budget.

Quality Traffic Data, LLC is a professional transportation and data collection provider. QTD has experience serving local, state, and federal agencies. We headquarter our firm in Los Angeles, California with full-time local staff throughout Southern, Central, and Northern California. Our proven track record, experience and surveying expertise enables us to complete and deliver all surveys and counts to the City of Stockton within the timeframe specified in the RFP.

Extensive Experience in Traffic Data Collection QTD has worked with numerous agencies and private engineering firms to collect, analyze, and report traffic data. Some of our clients include the Transportation Agency for Monterey County (TAMC), Tulare County Association of Governments (TCAG), City of Tulare, TJKM, VRPA, Sacramento Area Council of Governments (SACOG), County of Placer and more.

Experienced, Involved, and Dedicated Senior Project Manager and Senior Project Team Our Senior Project Manager, Mr. Danny Gouhari will be providing hands-on management, coordination, and production for each task. Danny has extensive experience in delivering large projects with a quick turn-around. Danny is fully committed to the management and success of this project. Our team is dedicated to providing a service in which all parties can take pride.

QTD has an excellent record of accomplishment in completing projects on time, on specification and on budget. We are familiar with Traffic Data Collection methodologies due to our extensive experience with projects of this scale and scope.

We are committed to meeting the requirements and timetable for the City of Stockton's ADT, Classification, Speed Zone & TMC Counts. As per the RFP Quality Traffic Data will honor the rates given for two (2) years. Please contact me directly if you wish to discuss the particulars of this proposal, or to bind or negotiate its terms.

Sincerely yours,

Danny Gouhari
Quality Traffic Data, LLC
9701 W Pico Blvd, Suite 205
Los Angeles, CA, 90035
Phone: 310- 341-0019 Fax: 310-807-9247
E-mail: Danny.G@QualityTrafficData.com



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Projects

Below is a list of recent, highly satisfied QTD clients.

Transportation Agency for Monterey County (TAMC)

Quality Traffic Data, LLC performed a contract at the behest of TAMC. QTD conducted bi-directional volume counts of 48 hours and delivered the project on time and to the satisfaction of TAMC.

Contact: Mr. Michael Zeller

Address: 55 B Plaza Circle, Salinas, CA 93901-2901

Phone: 831-775-4416

Sacramento Area Council of Governments (SACOG)

Quality Traffic Data, LLC received a contract from SACOG. The project consisted of more than 600 ADT segment studies with 24 hour, 48 hour, and 96-hour speed, volume and classification counts. These took place in the City of Citrus Heights, City of Elk Grove, City of Folsom, City of Lincoln, City of Marysville, City of Rancho Cordova, City of Roseville, City of West Sacramento, El Dorado County, Placer County, Sacramento County, Sutter County, Yolo County, and Yuba County. QTD delivered the project with full client satisfaction to SACOG.

Contact: Mr. Bruce Griesenbeck

Address: 1415 L Street, 3rd Floor, Sacramento, CA 95814

Phone: 916-340-6268

Town of Danville

The Town of Danville awarded Quality Traffic Data a contract in 2008, 2010, & 2012 for its Biennial Traffic Monitoring program. The project included over 40 two-day, volume/class machine counts and 30 AM/MD/PM turning movement counts including Traffic Synchro Analysis and Signal Warrant Analysis. QTD finalized all counts, and delivered the reports to the Town of Danville on time.

Contact: Ms. Nazanin Shakerin

Address: 510 La Gonda Way, Danville, CA 94526

Phone: 925-314-3390



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Inventory & Equipment:

QTD uses only the latest and best performing tools and equipment. Our current inventory includes equipment from prestigious manufacturers such as Diamond Traffic Products, Trimble, R & R Technologies, Metrocount, non intrusive devices, and MicroTally. More importantly, we take great measure to ensure that all of our equipment is regularly maintained and tested to ensure accuracy. This attention to detail is what allows us to provide the most accurate data and is what sets us apart from our competitors.

Why QTD is right for the City of Stockton

Quality Traffic Data, LLC has extensive experience working with government agencies at the local, state, and federal levels. More importantly, QTD has held several contracts with cooperative government entities including the Sacramento Area Council of Governments (SACOG), Southern California Association of Governments (SCAG), the Metropolitan Transportation Commission of California (MTC) and many more. We therefore understand your need for effective communication, expert performance, and cost effective solutions.

QTD can - and will - ensure that your project receives the highest level of priority and that every detail of your requirements is met to exact specification. We will keep you continuously updated on the status of your projects and ensure that proper communication is maintained at all times.

Policies & Procedures

QTD will do everything possible to meet all City of Stockton requirements with detailed precision. Should questions arise, QTD will be available for immediate discussion and resolution.

Our Promise

QTD stands firmly behind the accuracy of all reported data. If for any reason the City is not satisfied with the quality of the data we will, if necessary, perform a recount at no charge to the City. Our objective is to provide accurate and valid data. This is what makes us stand out against our competitors.

Our number one goal is customer service and satisfaction. Quality Traffic Data will make sure that the City is fully satisfied with the services that we provide.

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Scope of Work

Quality Traffic Data has extensive experience with counts of this nature. Initially we will begin our project management and research phase, where in all locations are mapped and verified with the City, and any available historical data is collected for quality assurance.

Once we complete research, verify all locations, and we have received approval to proceed, QTD will then obtain all necessary encroachment permits to begin counting. We will also perform a preliminary field survey of all locations requiring counts to verify their suitability for counting, accounting for considerations such as construction or extremely high volume locations. QTD's project manager Danny Gouhari will be in direct consultation with the City to address any concerns of this nature for a suggested workaround.

Once we complete our field survey and address any concerns, which may affect the validity of counts, QTD will consult with Universal Sweeping to ensure that counts are not set up in any locations where street sweeping is scheduled.

Following the acquisition of all necessary encroachment permits from the City and the County of San Joaquin, the conclusion of all planning, coordination and verification, QTD will then begin counts.

We will employ industry standard pneumatic counting devices/non intrusive devices from to perform bi-directional volume counts as well as bi-directional classification/speed counts. We will conduct radar surveys in accordance with State Manual Requirements. For Turning Movement Counts, we will install cameras at each location requiring counts, ensuring that the camera's viewing angle is sufficiently clear to allow for an accurate count. The recorded video is then returned to our headquarters where vehicles are counted using MicroTally boards designed specifically for Turning Movement Counts.

Once raw data is collected, it then undergoes our Quality Assurance process in which it is compared the location nearby, as well as analyzed for its internal validity and consistency. We will recount any location whose count data seems invalid for any reason at no additional cost to the City. The data is then entered into Excel templates for ease of reading, with one template for each location required. This is then delivered to the City in both Excel and PDF format.



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Cost Sheet				
Business Name		Contact	Date	Location
City of Stockton		Mr. Gordon A. Mackay	12/16/2013	Stockton
ITEM	DESCRIPTION	QTY	UNIT PRICE	SUB-TOTAL
1	Bi-Directional Volume Count (ADT). Per machine	400	\$ 50.00	\$ 20,000.00
2	Bi-Directional Classification/Speed Count. Per machine	10	\$ 70.00	\$ 700.00
3	Extra Machine. Per machine		\$ 20.00	
4	Radar Speed Count per, State Manual Requirments. Per location	40	\$ 50.00	\$ 2,000.00
5	Turning Movement Count (2hr) Peak per person	1	\$ 120.00	\$ 120.00
6	Turning Movement Count (4hr) AM/PM Peak. Per person	10	\$ 225.00	\$ 2,250.00
7	Turning Movement Count (6hr) AM/Mid/PM Peak. Per person	45	\$ 240.00	\$ 10,800.00
8	Turning Movement Count (6hr) AM/PM Peak. Per person	4	\$ 230.00	\$ 920.00
TOTAL			\$	36,790.00

EXHIBIT B
INSURANCE REQUIREMENTS
CONSULTANT

CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **CONSULTANT**, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$1,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **CONSULTANT** completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.