

**PROFESSIONAL SERVICES AGREEMENT**  
**[On-Call Citywide Traffic Data Collection Services]**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made at Orange, California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and AIMTD LLC, a California limited liability company (“Contractor”), who agree as follows:

**1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Larry Tay, City Traffic Engineer (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

**2. Compensation and Fees.**

**a.** Contractor's total compensation for all services performed under this Agreement, shall not exceed FIFTY THOUSAND DOLLARS and 00/100 (\$50,000.00) without the prior written authorization of City.

**b.** The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

**2.1 Term and Extension(s)**

**a.** The Initial Term of this Agreement is three (3) years (the “Initial Term”), commencing October 31, 2025 and expiring on October 30, 2028 (the “Expiration Date”);

provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- First Extension (the “First Extension Term”) commencing October 31, 2028, and terminating October 30, 2029, in an annual amount not to exceed FIFTEEN THOUSAND DOLLARS and 00/100 (\$15,000.00) without the prior written authorization of City;
- Second Extension (the “Second Extension Term”) commencing October 31, 2029, and terminating October 30, 2030, in an annual amount not to exceed FIFTEEN THOUSAND DOLLARS and 00/100 (\$15,000.00) without the prior written authorization of City.

**b.** The City Manager is hereby authorized on behalf of City to give written notice to Contractor of City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City’s notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of then-current term, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

**c.** Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

### **3. Payment.**

**a.** As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

**b.** All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

**b.** Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

**c.** Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**16. Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

**17. Indemnity.**

**a.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

**b.** To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

**c.** Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

**d.** The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

## **18. Insurance.**

**a.** Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

**b.** Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Million Dollars (\$2,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

**c.** Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

**d.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

**e.** Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability

insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

**f. Reserved.**

**g.** The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

**h.** Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

**i.** Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

**j** Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

**k.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

**l.** Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily

provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

**20. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

**21. Compliance with all Laws/Immigration Laws.**

**a.** Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

**b.** If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR)). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

**c.** Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and



(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.b.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.d.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

**22. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

**23. Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

**24. Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of

same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

AIMTD LLC  
751 S. Weir Canyon Road #157-158  
Anaheim, CA 92808  
Attn.: Olga Polunin

Telephone: (323) 793-6781  
E-Mail: avi.tashman@ndsdata.com

“CITY”

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: Larry Tay

Telephone: (714) 744-5525  
E-Mail: ltay@cityoforange.org

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

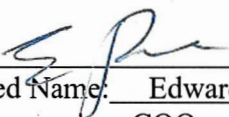
**[Remainder of page intentionally left blank; signatures on next page]**

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

**"CONTRACTOR"**

AIMTD LLC, a California limited liability company

\*By:   
Printed Name: Olga Polunin  
Title: CEO

\*By:   
Printed Name: Edward Polunin  
Title: COO

**"CITY"**

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Natalie Adourian  
~~Senior Assistant~~ City Attorney

- \*NOTE:**
- City requires the following signature(s) on behalf of the Contractor:  
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
  - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

✓

**EXHIBIT “A”**

**SCOPE OF SERVICES**

[Beneath this sheet.]

**REQUEST FOR PROPOSAL NO. 25-26.02**

**FOR**

**CITY OF ORANGE**

**On-Call Citywide Traffic Data Collection Services**



Community Development

**Issue Date**  
**Monday, July 21, 2025**

**Response Due Date/Time**  
**Thursday, August 7, 2025, by 2:00 PM PT**

**CAUTION**  
**THIS DOCUMENT MUST REMAIN INTACT**

## **SECTION III**

### **SCOPE OF WORK**

**RFP NO. 25-26.02**

### **SECTION III: SCOPE OF WORK**

#### **Scope of Work**

Contractor shall perform the traffic counts and other data collection on an as needed basis ("Services") in accordance with a Fee Schedule determined for each Task/Work Order. Services may include, but are not limited to, the following tasks:

1. General Traffic Counts – including capability of tube counts, video recording and video counts.
2. 24 Hour Machine Volume Counts
3. Intersection Approach Counts
4. Intersection Turning Movement Counts
5. Pedestrian & Bicycle Volume Counts
6. Origin and Destination Studies / License Plate Surveys
7. Travel Time Study
8. 24 Hour Machine Speed Counts
9. Certified Speed Radar Survey
10. Driveway Counts (Hourly and 24 Hours)
11. 24 Hour Video Recording
12. Left Turn Queuing Counts
13. Proposers may provide additional fees for services regarding traffic data collection tasks that are omitted from the list above.

All data collection shall be in accordance with the most recent edition of the California Manual on Traffic Control Devices (CA MUTCD).

All work shall be conducted on an as needed basis when requested in writing by the City Traffic Engineer or designated representative and according to the timeframe specified by the City. Work performed by the Contractor that has not be specifically identified and authorized by the City, will not be compensated.

#### **Deliverables**

The Contractor will perform specified traffic data collection at identified locations throughout the City. A list of pre-determined locations will be provided to the selected Contractor. The Contractor shall provide the City with the electronic file of the raw data in original format and tabulate the results in Excel format. For ADT data collection, the Contractor shall prepare a final report in Excel, for each location, using the City's format as shown in Attachment C. A paper copy of the final ADT report for each location shall be provided to the City.



# CITY OF ORANGE

## RFP No. 25-26.02

**On-Call Citywide Traffic Data Collection Services**

Prepared by AimTD LLC





AimTD's approach is to utilize our previous experience, state-of-the-art technology and highly trained personnel to provide reliable traffic data collections services for the City of Orange. AimTD has a dedicated team that consists of several Project Managers, Field Data Collection Manager, Field Traffic Data Collection Technicians and Data Reduction Technicians

## **OUR SERVICES**

- Intersection Turning Movement Counts
- 24Hr Machine Counts ADTs
- 24Hr Axle Vehicle Classification Studies
- Bicycle and Pedestrian Counts
- Parking Occupancy Studies, Parking Turnover Studies
- Certified Radar Speed Surveys
- Travel Time Surveys, Queue Studies, Gap and Saturation Flow Analysis
- Transit Surveys

## **Some of our projects:**

- 2024 Countywide CSSB 1,400 Turning Movement Counts at 700 intersections, OCTA.
- 2023 and 2019 – CMP Traffic Data Collection, 303 Turning Movement Counts (101 intersections, 3-day counts) and supplemental turning movement counts at 58 intersections, OCTA. 2023-2024 Mainline Counts OCTA
- 2024 and 2023 I-405 Freeway Mainline Video ADT Counts, OCTA.
- 2024 Citywide 24 Hr. Average Daily Traffic and Speed Counts, 184 locations, LADOT
- 2024 and 2025 Citywide Intersection Turning Movement Counts at 171 locations, City of Pleasanton
- 2022 Citywide Traffic Counts, City of San Louis Obispo, including 48-hour bi-directional roadway segment vehicle traffic counts at approximately 210 locations, six-hour peak turning movement counts at approximately 129 intersections (autos/bikes/peds), 7-day



average vehicle counts at 5 segments, and 24-hour bi-directional bicycle and pedestrian counts at approximately 33 roadway segment and path locations.

- 2021 City of Chino, Citywide Average Daily Traffic Counts with Classification at 280 locations.
- 2021 City of Anaheim, Intersection Turning Movement Counts at 256 locations and Average Daily Traffic Counts at 154 segments.
- 2021 City of Chino, Radar Speed Survey Study at 190 locations.
- 2021 Average Daily Traffic counts at 207 locations for the OCTA Flow Map. (County of Orange).
- 2018 – 2022 City of Pasadena, On-Call Traffic Counting Services including Intersection Turning Movement Counts, Speed Surveys, Pedestrian and Bicycle Counts, Average Daily Traffic Counts.
- 2018-2021 City of Santa Rosa Traffic Counting Services, Citywide Turning Movement counts (201 locations) and Citywide Average Daily Traffic Counts with Classification (203 locations)
- 2019 and 2018 Citywide Average Daily Traffic Counts, City of Mission Viejo, 88 locations
- 2018 Citywide Average Daily Traffic Counts, City of Santa Ana, 102 locations
- 2019 City of Santa Monica Citywide Summer Traffic Counts, 90 intersections
- 2017 and 2015 City of Santa Monica Citywide Multimodal study, including Vehicle Turning Movement Counts, Pedestrians and Bicycle Counts and Saturation Flow Analysis- 385 locations
- 2015 and 2017 City of Long Beach, Shoemaker Replacement Bridge Project, HDR- prime, Intersection Turning Movement Counts and Average Daily Traffic Counts
- 2019 and 2017 City of Pleasanton, Biannual Citywide Intersection Turning Movement Counts, 154 intersections
- 2016 Citywide Average Daily Traffic Counts, City of Aliso Viejo, 100 locations.
- 2016 Citywide Multimodal Traffic Counts- City of San Luis Obispo, over 200 locations.
- 2012 – Present: On-Call Traffic Data Collection, County of Orange.

**Some of our projects:**

**2024, Orange County Transportation Authority (OCTA), Orange, CA**



## **Countywide Signal Synchronization Baseline (CSSB)**

### **Turning Movement Counts**

(Iteris – Prime, AimTD – Sub-consultant)

In 2024 AimTD conducted 1,400 Turning Movement Counts (700 weekday counts and 700 weekend counts). The video collection was completed in less than two months (October – November), significantly ahead of the schedule. All counts were collected in a short span of time to ensure to represent the typical conditions and before the Holiday season.

## **City of Los Angeles Department of Transportation (LADOT)**

### **2019 – 2026: On - Call Traffic Data Collection.**

(AimTD – Prime)

AimTD conducted 24-hour Average Daily Traffic counts, Intersection Turning Movement counts (6-hour LADOT format), Speed Surveys, Bicycle/Pedestrian/ Motorized Scooter Screenline Counts, Pedestrian Crossing and Bicyclist Intersection Counts on as needed basis.

2024 Citywide 24 Hr. Average Daily Traffic and Speed Counts at 184 locations. Intersection Turning Movement counts for the Oscars ceremony in 2020 including the video footage from 6 AM to 9 PM at 4 locations. The goal of the project was to observe the travel patterns around the closure of Hollywood Blvd.

A mid-block screenline count at 75 locations. Our uniquely designed cameras are the right fit for this type of project because our cameras can be placed high up and they are not prone to tampering. Our cameras also have a high resolution for capturing detailed information about each person.

## **2023 and 2019, Orange County Transportation Authority, Orange, CA**

### **Congestion Management Program Traffic Data Collection**

(AimTD - Prime, Fehr & Peers- Sub-Consultant)

OCTA is the designated Congestion Management Agency (CMA) for Orange County. To ensure local jurisdictions' continued eligibility for state gas tax funds made available through Proposition 111, local jurisdictions must meet certain roadway Level of Service (LOS)



standards. As the CMA, OCTA collects and compiles the traffic data needed to monitor local jurisdiction compliance with the LOS standards. AimTD was selected to collect data to provide traffic data input for the 2019 and 2023 Congestion Management Program (CMP).

The tasks included but were not limited to:

- Intersection Turning Movement Counts, 303 intersections (101 intersections x 3 days, AM and PM peak hours)
- 48- hour Pedestrian /Bicycle ADT counts at 20 locations
- 24- hour Mid-Block ADT Counts at 50 locations
- Supplemental Intersection Counts at 13 locations
- Supplemental Travel Time Runs for AM Peak period and PM Peak period. (32 runs)

### **2021- City of Chino Citywide Average Daily Traffic Counts**

(AimTD – Prime)

24 - hour Bidirectional ADT counts with vehicle classification at 280 locations.

### **2021 – City of Chino Citywide Radar Speed Surveys**

(Kimley Horn - Prime, AimTD - Sub-Consultant) Radar Speed Surveys at 183 locations.

### **2019-2022, City of Chino Hills, CA**

#### **On-Call Traffic Data Collection Services**

(AimTD – Prime)

On - call traffic data collection including Intersection Turning Movement Counts, Speed Surveys, Pedestrians and Bicycle counts.

### **Port of Long Beach**

#### **2018-2022 On-Call Transportation Data Collection Services**

(AimTD – Prime)

Portwide Roadway segment counts, approximately at 250 locations annually.

Intersection Turning Movement counts at 50 locations annually. Additionally, AimTD conducted Classification counts, Speed/delay runs, Marine terminal gate counts and Bicycle and Pedestrian counts.



## **2018 - 2022, City of Pasadena On-Call Traffic Data Collection**

(AimTD – Prime)

Intersection Turning Movement Counts, Average Daily Traffic

Counts and Speed Surveys on a weekly basis. The data is inputted into MS2 database as per City of Pasadena's requirements.

## **2012- Present: County of Orange, CA, On-Call Traffic Data Collection Contract**

(AimTD – Prime)

In 2021 and 2019 completed Average Daily Traffic Counts (ADT) at 207 segments for the OC Traffic Flow Map update.

Since 2012 as a part of this contract, we have collected intersection turning movement counts, speed surveys, average daily vehicle counts, pedestrian counts, and equestrian crossing counts at hundreds of locations in Orange County

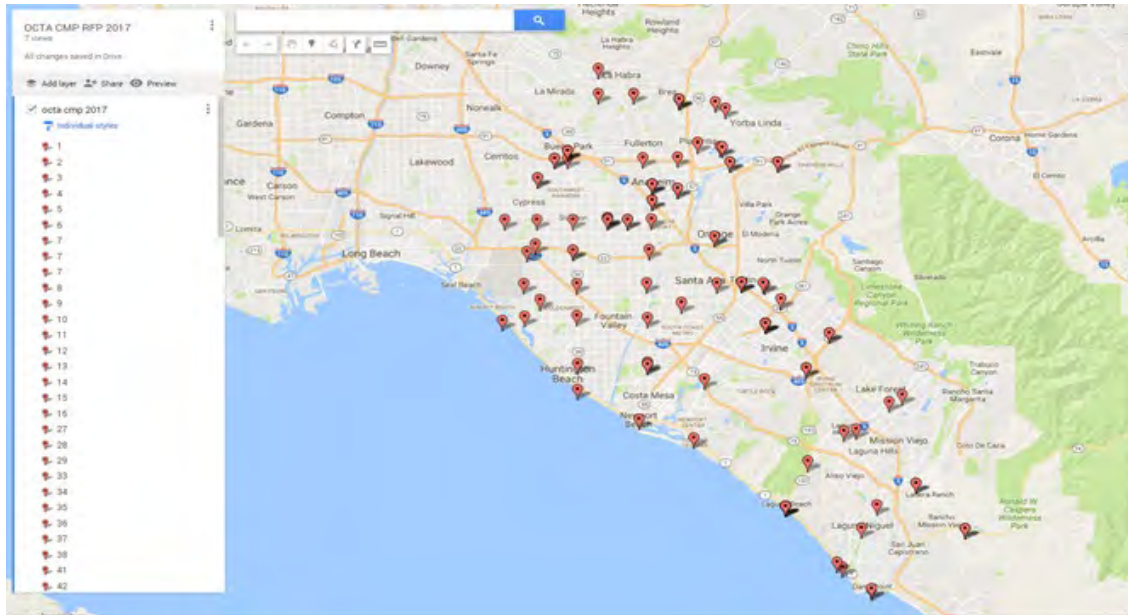
### **Project Overview and Work Plan:**

AimTD will conduct the traffic counts on an as-needed basis.

Intersections and roadway segments to be studied will be inventoried by AimTD and roadway characteristics such as lane configurations, intersection traffic controls, speed limits, parking restrictions, truck routes/weight limits, pedestrian safety features, etc. will be noted by AimTD. Appropriate locations of where the traffic counting equipment is being placed will be identified as GIS coordinates. Proper orientation of the roadways along with labels will be noted. The field review will note any roadway construction activities and weather condition that could affect the data collected. **The field personnel will always follow the AimTD'S safety precautions.**

AimTD will collect two-way 24-hour traffic volume and vehicle classification data. The counts would be conducted between Tuesday and Thursday on a typical weekday, unless instructed otherwise by the City of Orange.

All field data collection starts after the authorization was received. Field Data Collection Manager prepares the project maps and paperwork and puts them in order by route of completion for field technicians to maintain accuracy, efficiency and safety. Maps are prepared using a google maps-based system that can utilize coordinate input or basic intersection descriptions. Field data collection begins after all paperwork was reviewed and all questions (if any) were addressed.



*Figure -1- Map Example*

The project map described above is an essential part of our Quality Control system and it will be created by the Project Manager. The map will be shared with technicians setting video cameras or tubes in the field and data processing personnel analyzing video or ADT data as well as with the Quality Control Manager. The same map is used for GPS guided navigation to count locations and is dynamically updated allowing all users to have access instantly to the most recent version of the map.

Our field technicians are highly trained, and they follow all safety requirements: our vehicles are marked with the company logo, safety warning signs and are equipped with flashing safety lights. Field technicians always wear reflective safety vests during installation and removal of our equipment. Safe distance from the driving lanes is always used for parking our vehicles.

Our equipment is being tested and checked to ensure accuracy; all cameras are labeled with identification numbers and company contact details. After the count is completed, accuracy will



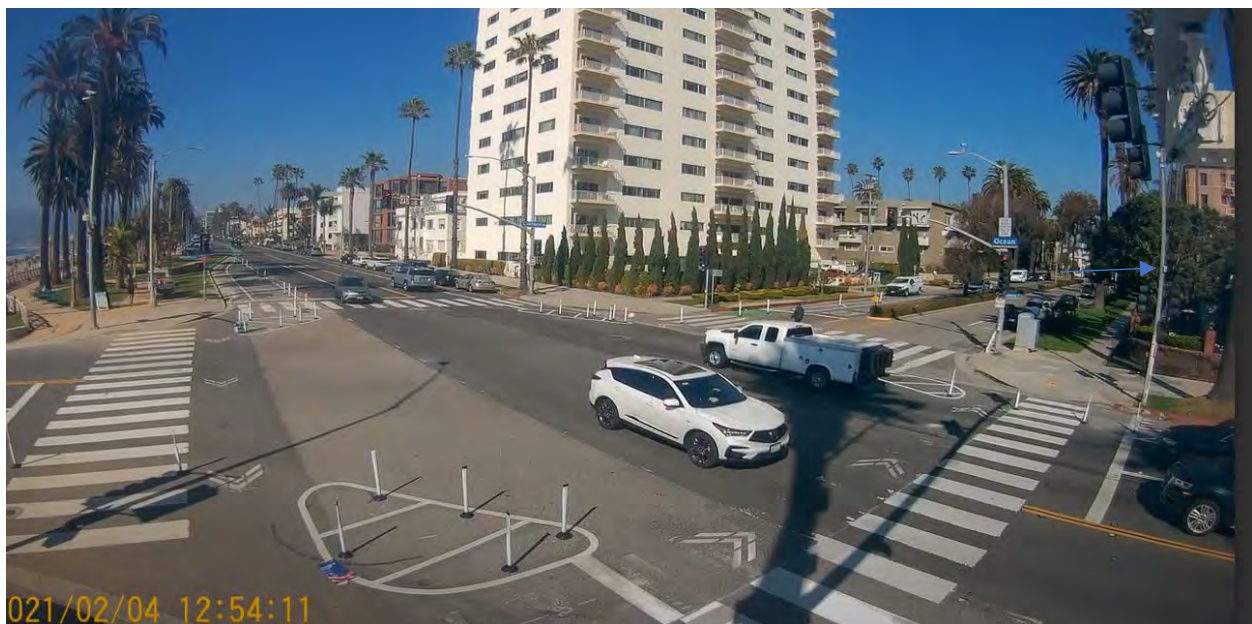
be checked again to verify data collection was successful, if there are any concerns, the appropriate notes will be made.

Data processing is done by our experienced team of well-trained technicians. This allows for a quick turnaround of data processing and still provides the opportunity to manually view the data to check for accuracy.

### **Intersection Turning Movement Counts and Average Daily Traffic Counts Data Collection**

Intersection Turning Movement Counts and Average Daily Traffic Counts will be collected between Tuesday and Thursday unless instructed otherwise by the City of Orange staff. The counts will not be conducted on days which experience inclement weather or occur on a holiday, during temporary construction activities, which reduce the number of travel lanes, or any incident that disrupts the normal flow of traffic.

AimTD will perform intersection counts using video recording technology for the requested intersection locations for the A.M. and P.M. peak periods. Our cameras (photos below) are uniquely designed to blend in with the environment and look like utility boxes, the benefit being less likely subject to theft, vandalism or public attention. They have a very wide angle of view and capture whole intersection including pedestrian crosswalks on all four sides of the intersection. Raw videos are normally archived for 12 months or longer if requested.



*Figure 1- Video Camera on the pole in Santa Monica*

AimTD LLC  
City of Orange - Cost Proposal - RFP 25-26.02

ITEM	STUDY TYPE	UNIT	RATE
	<b>Intersection Turning Movement Counts</b>		
1	Intersection Turning Movement Counts	1 Hour	\$46.00
2	Intersection Turning Movement Counts	4 Hours	\$186.00
3	Intersection Turning Movement Counts	8 Hours	\$330.00
4	Intersection Turning Movement Counts	24 Hours	\$499.00
	Classified TMC (truck/ped/bike) add to above rates 10%		
	<b>24 Hour Machine Traffic Volume Counts</b>		
5	Volume Count per approach	24 Hours	\$60.00
6	Classification per approach	24 Hours	\$110.00
7	Bi Directional Volume (segment)	24 Hours	\$110.00
8	Bi Directional Speed or Classification (segment)	24 Hours	\$135.00
	<b>Pedestrian and Bicycle</b>		
9	Pedestrian and Bicycle Volume Counts	1 Hour	\$40.00
10	Pedestrian and Bicycle Volume Counts	4 Hours	\$160.00
11	Pedestrian and Bicycle Volume Counts	8 Hours	\$220.00
12	Pedestrian and Bicycle Volume Counts	24 Hours	\$299.00
	Classified High detail, SCAG, Caltrans format add add 30% to above rates		
13	Speed Survey - 100 samples or 1hr*	EA	\$89.00
	*CHP Certified Radar operator and calibrated radar		
14	Parking Occupancy Study	1 Hour	\$49.00
15	Parking Turnover Study	1 Hour	\$65.00
16	Left Turn Queuing Counts	4 Hours	\$159.00
18	Video FAA Part 107 Licenced Drone Operator (min 3hr)	1 Hour	\$120.00
17	License Plate Surveys	1 Hour	\$99.00
18	Signal/Stop Warrants	EA	\$67.00
19	Travel Time Studies	1 Hour	\$120.00
20	Driveway Counts (video)	1 Hour	\$46.00
21	Driveway Counts (video)	24 Hours	\$299.00



### **AimTD LLC - Hourly Rates**

<b>Classification Titles</b>	<b>Hourly Rate</b>
Project Manager	\$95.00
Field Technician	\$65.00
Data Processing Technician	\$39.00