

**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 TRANSPORTATION STUDIES, INCORPORATED, a California corporation ("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);
- 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).

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) Two 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”

Transportation Studies, Incorporated  
2640 Walnut Avenue, Suite L  
Tustin, CA 92780  
Attn.: Patti A. Tolton

Telephone: (714) 508-3612  
E-Mail: [craig@transportationstudies.com](mailto:craig@transportationstudies.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](mailto: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 electronically 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”**

TRANSPORTATION STUDIES,  
INCORPORATED, a California corporation

\*By: Patti A. Tolton  
Printed Name: Patti A. Tolton  
Title: President

\*By: Craig Shick  
Printed Name: Craig Shick  
Title: Vice President

**“CITY”**

CITY OF ORANGE, a municipal corporation

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Natalie Adourian, 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.

Junie Vuong E.I.T.-Assistant Engineer  
City Of Orange  
Public Works, Traffic Division  
300 E. Chapman Avenue  
Orange, CA. 92866

Dear Ms. Vuong,

**TRANSPORTATION STUDIES, INC., (TSI)** is pleased to submit to you our qualifications and cost to provide traffic count services. RFP No. 25.26.02

**TSI** shall incorporate this RFP in its entirety as part of its quote.

**TSI** has twenty ( 27 ) years of experience in the traffic data collection field.

**TSI has provided 5 years of experience to the City of Orange in all facets of traffic data collection. Because of our proximity to Orange we are able to perform counts on very short notice. 1 employee will be working directly with the City on this agreement.**

**TSI** personnel have many years of traffic data collection experience, performing studies in Orange, Riverside, San Bernardino, Los Angeles, San Diego and Ventura Counties.

**TSI** provides manual turning movement counts, 24 hour ADT counts, 24 hour speed & axle counts, radar speed surveys, parking studies and Video Studies.

**TSI** utilizes the (40) Jamar DB-100 & 400 turning movement counter, (35) Jamar Trax-II classifier, (85) Timemark Beta 24-hour volume counter, (2) Kustom Road Runner radar guns and 20 Miovision cameras.

**TSI's** complete report package includes Jamar's Petra and Traxpro programs and Timemarks Tmwin & Vias program. Each report package includes 15-minute interval counts and peak hour reports. All data can be supplied on a USB drive Excel type spreadsheet or PDF.

Mr. Craig Shick, with over 37 years of experience in the traffic data collection field will be the contact person.

**TSI's** Office location where services will be managed will be 2640 Walnut Avenue, Ste L, Tustin, CA. 92780 ATTN; Craig Shick VP

Patti A. Tolton has the legal authority to bind the company. This proposal is valid for 120 days. Addendum No. 1 was received.

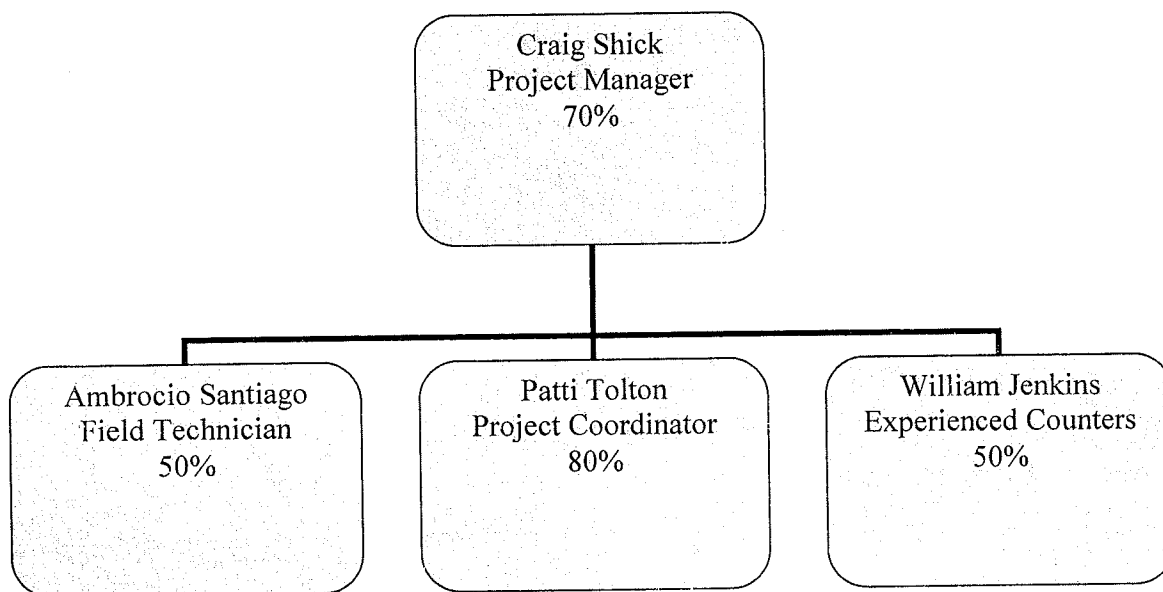
Sincerely,



Patti A. Tolton  
President



## TSI PROJECT TEAM



### Methodology

1. For volume counts and Approach Counts:  
For volume count we will place counter at a mid-block location with note being taken not to place machine to close to intersections or driveways. The machine will be chained to a tree or post to insure safety of the counter. EPDM Formula road tubes will be placed across the street and secured by placing a chinese finger or c-clamp at the end of the tube, nailing and duct taping it down. For Approach count we will place tubes closer to intersection and only tubes on intersection approach not bi-directional on 3 or 4 leg intersection. The set up procedure is the same as above volume count
2. Speed counts: . This counter will be placed  
At a mid-block location with note being taken not to place machine to close to intersections or driveways. The machine will be chained to a tree or post to insure safety of the counter. EPDM Formula road tubes will be place by lane, 2 hoses per lane and to be placed exactly perpendicular to the flow of traffic to prevent double counting. When using two or more tubes that must be set at specific distances from each other we will use a tape measure or ruler to measure from the center of each tube to determine the proper spacing. The tubes will be secured by placing a chinese finger or c-clamp at the end of the tube, nailing and duct taping it down.
3. Turning movement counts and Pedestrian and Bike counts: Counts can be done manually or with the Miovision Cameras. Individuals will be assigned to specific intersections to count the right turn-thru-left turn and U-turn traffic. At certain intersections this will require 2 people who will split the intersection in half. One person would count the NB & EB traffic and the other person would count the SB & WB traffic. The counters will usually arrive 15 minutes prior to their count so they may get set up, meaning positioning themselves to get the best view of the intersection. The Miovision Camera with mast would be secured to a pole enabling the camera to get a clear view of the intersection.
4. Certified Radar Speed Surveys  
Radar gun will be put through 3 tests prior to use by a certified radar technician. The 1<sup>st</sup> test will be the light test, the 2<sup>nd</sup> test will be the internal circuit test and the 3<sup>rd</sup> test will be the external serialized certified tuning fork. This gun uses the

Doppler theory to measure the speed of moving vehicles. The technician will park at a safe location to not be seen by traveling vehicles. The technician will then perform radar studies being careful not to direct any radar checks at vehicles traveling at an angle greater than 20 degrees. The speeds will then be manually tallied on paper and later placed into radar speed program.

5.   Origin and Destination Study / License Plate Study  
License plate study is generally done in residential areas to check on cut through Traffic. We would place 1 person location A to collect all vehicles license plate entering and or exiting for the study. We would have 1 person location B collecting all licenses plates entering and or exiting for the study. A match is then noted if license plate is seen at both locations.
6.   Travel Time Study:  
Travel time study requires the travel from point A to Point B on a given route. In most cases having 1 person drive and the 2<sup>nd</sup> person with a stop watch keep track of time from point A to point B.

# *WORK PLAN*

*&*

# *SCHEDULE*

## ***WORK PLAN & SCHEDULE***

### **24 Hour ADT Counts, Approach Counts, Speed Counts & Vehicle Classification Counts**

All counts will be conducted on a Tuesday, Wednesday or Thursday unless instructed otherwise by City's project manager. Counts will not be performed during a holiday week unless instructed to by City's project manager. Counts will not be performed during inclement weather or construction unless instructed to by City's project manager.

Upon getting a count request by the city **TSI** will enter locations into computer and print out a log sheet for field tech. Prior to setting any location a drive by will be made to check for any adverse road conditions. If problems are noted city will be contacted for instruction. All machines are set one day prior to count so a true 24 hour count can be gotten ( mid-night to mid-night ). **TSI** uses Lo-Profile Tubes on residential streets to reduce noise, EPDM formula tubes on major streets for their durability and Half-Round tubes for speed and classification counts these tubes will lay flat for a more accurate count. ( no rolling like round tubes ).

When counts are complete machines are brought into office for processing. All counts will be in 15 minute increments and hourly sub-total. Counts will then be evaluated before being emailed to City.

### **Manual Turning Movement and Pedestrian & Bicycle Counts:**

All counts will be conducted on a Tuesday, Wednesday or Thursday. Counts will not be performed during a holiday week unless instructed to by City's project manager. Counts will not be performed during inclement weather or construction unless instructed to by City's project manager.

Upon getting a count request by the city **TSI** will enter locations into computer and print out log sheet for each count for count personnel. Each location will then be driven to determine number of people or cameras needed to perform count.

Upon completion of count, count boards and or cameras will be down loaded into computer and count printed out and evaluated. All counts will be in 15 minute increments and hourly totals. After evaluation counts will be emailed to City.

**Origin and Destination Studies / License Plate Surveys:**

Studies will be conducted on a Tuesday, Wednesday or Thursday. Studies will not be performed during a holiday week unless instructed to by the City's project manager. Studies will not be performed during inclement weather or construction unless instructed to by City's project manager.

Upon getting a count request by the city TSI will enter segment location into the computer and print out the segment. The segment will be driven to check for any adverse conditions that could hinder the outcome of the survey. We will then place 1 person at location A and the 2<sup>nd</sup> person at location B. Each person will collect license plate data at each location.

Upon completion of study data sheets will be brought into office where there it will be determined if a match was made the same vehicle at both location A & B and then noted. Data will then be emailed over to City.

**Travel Time Study:**

Studies will be conducted on a Tuesday, Wednesday or Thursday. Studies will not be performed during a holiday week unless instructed to by the City's project manager. Studies will not be performed during inclement weather or construction unless instructed to by City's project manager.

Upon getting a count request by the city TSI will enter route location into the computer and print out the route. The route will be driven prior to start of project to check for any adverse conditions that could hinder the outcome of the survey. 2 people will ride in 1 car. 1 driver and 1 person with stop watch and data sheet. They will then drive the designated route loc A to loc B for the designated time period.

Upon completion of study data sheets will be brought into office and be emailed over to the city.

### **Certified Speed Radar Survey**

All counts will be conducted on a Tuesday, Wednesday or Thursday. Counts will not be performed during a holiday week unless instructed to by the City's project manager. Counts will not be performed during increment weather or construction unless instructed to by the City's project manager.

Upon getting a count request by the city **TSI** will enter locations into computer and printout log sheet for each study. The studies locations will be driven prior to start to check for any adverse conditions that would hinder the outcome of the study. The technician will park at a safe location not to been seen by passing vehicles. The technician will the clock only free flowing vehicles.

When studies are complete count will be entered into software program and be emailed to the City.

FEE SCHEDULE  
RFP NO. 25-26-02

24 Hour Machine Volume Counts		\$ 50.00 Per Location
Intersection Approach Count	4 Leg	\$200.00 Per Location
Intersection Approach Count	3 leg 3 Leg	\$150.00 Per Location
Intersection Turning Movement Count *	*	\$ 42.00 Per Man Hour
Pedestrian & Bicycle Volume Counts	*	\$ 42.00 Per Man Hour
Origin and Destination Studies/License Plate Surveys		\$ 42.00 Per Man Hour
Travel Time Studies		\$ 42.00 Per Man Hour
24 Hour Machine Speed Counts		\$ 80.00 Per Machine
Certified Speed Radar Survey		\$ 42.00 Per Man Hour
Driveway Counts ( Hourly )	Tube Count	\$ 50.00 Per Hour
Driveway Counts ( 24 Hours )	Tube Count	\$ 50.00 Per 24 Hours
24 Hour Video Recording (Video Only )		\$200.00 Per Location
24 Hour Video Recording (and Processing)		\$500.00 Per Location
Left Turn Queuing Counts		\$ 42.00 Per Man Hour
* Intersection Turning Movement Counts and Pedestrian & Bicycle Counts can be combined at the \$42.00 per man hour price		