

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 NATIONAL DATA AND SURVEYING SERVICES, INC., 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). 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”

National Data and Surveying Services, Inc.
106 N. Poinsettia Place
Los Angeles, CA 90036
Attn.: Abraham Tashman, CEO

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 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”

NATIONAL DATA AND SURVEYING
SERVICES, INC., a California corporation

*By: 
Printed Name: Abraham Tashman
Title: CEO

*By: 
Printed Name: Michael Blitz
Title: CFO

“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:**

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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

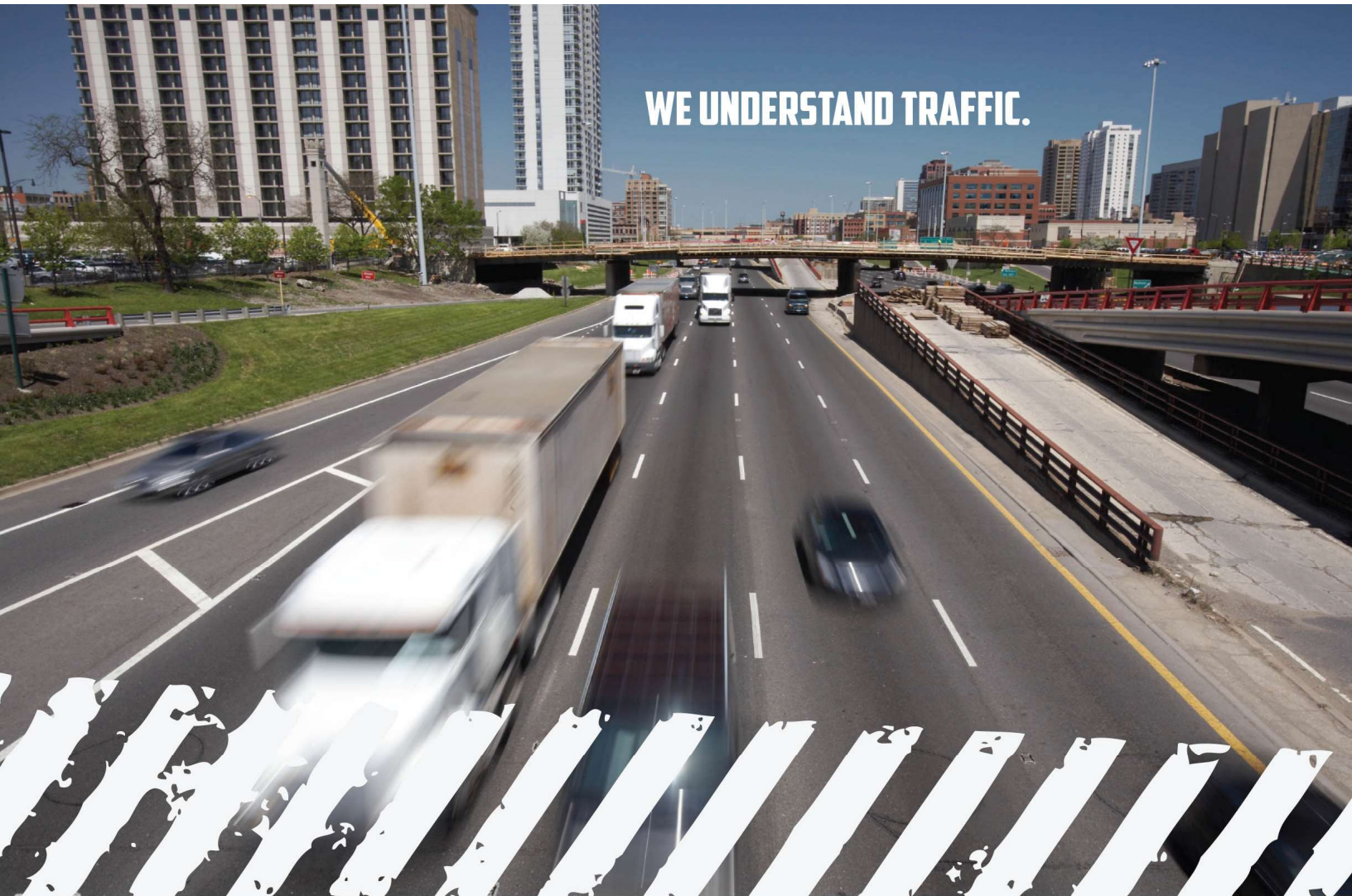
The Contractor will perform specified traffic data collection at identified locations throughout the City. A list of pre-determined locations will be provided to the selected Contractor. The Contractor shall provide the City with the electronic file of the raw data in original format and tabulate the 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



WE UNDERSTAND TRAFFIC.

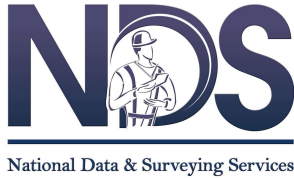


National Data & Surveying Services

106 N Poinsettia Pl, Los Angeles, CA 90036
(323)782-0090 | orders@ndsdata.com | www.ndsdata.com

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Los Angeles County Office: 810 S Atlantic Blvd, Suite A, Monterey Park, CA 91754
T: (323) 782-0090

Corporate Office: 106 N Poinsettia Pl, Los Angeles, CA 90036
T: (323) 782-0090 | F: (323) 375-1666
info@ndsdata.com | www.ndsdata.com

RFP No. 25-26-02

A. Cover Letter

City of Orange
300 E Chapman Ave
Orange, CA 92866

August 4, 2025

Subject: On-Call Citywide Traffic Data Collection Services (RFP No 25-26.02 & Addendum No. 1)

National Data & Surveying Services, Inc., (NDS) is pleased to submit a proposal for **On-Call Citywide Traffic Data Collection Services (RFP No. 25-26.02 and Addendum No. 1)** in the City of Orange, California.

NDS is **the largest traffic, transit, and GIS data collection provider in the nation** with centralized offices located throughout the country and local offices in both Los Angeles, CA, and Monterey Park, CA. These offices currently service the Orange County Transportation Authority, City of Irvine, City of Costa Mesa, City of Carlsbad, City of Vista, San Diego County, Port of Long Beach, City of Beverly Hills, City of Pasadena, the Los Angeles Department of Transportation, and private engineering firms throughout Southern California. On average, NDS captures data for over 1,000 unique locations throughout Southern California per month. We have a wide breadth of industry experience and expertise to perform a variety of traffic data collection services in support of traffic safety, traffic operations, and transportation projects. NDS regularly performs all of the service types as outlined in the Scope of Services on an annual basis. No additional training is needed.

The City of Orange is looking for a qualified firm to provide traffic data collection services on an as-needed basis to support the City in its efforts to estimate the amount of change in traffic volumes, time traffic signals, determine Traffic Index (TI) and pavement thickness, update its portion of Orange County Transportation Authority's county traffic flow map, and assess traffic improvements and installations. NDS is cognizant of the need for accurate, quality-driven, and timely data collection.

NDS will use a multi-faceted approach to the data collection, tailored to meet contract requirements. We provide active communication; rapid response times; insightful recommendations; safe, thorough, and contract compliant field data collection; and unparalleled quality control and analysis techniques. Being the largest data collector in the U.S. ensures expedited response times for special requests with the capacity to collect large projects in short timeframes to assist in meeting any required turnaround times. Our deliverables conform to meet all contract requirements. All data can be accessed via email, through a securely managed NDS Google Cloud Platform to provide data privacy, or via another method as preferred by the City.

NDS is willing and able to perform the services described in the RFP. We have read, understood, and agree to all statements in this solicitation as well as to the terms, conditions, and attachments referenced. **NDS acknowledges the receipt of Addendum No. 1 issued on August 4, 2025.** NDS is financially sound with the funding, equipment and personnel required to successfully complete this contract. This bid shall remain valid for a period of one hundred twenty (120) calendar days from the closing date and time for receipt of proposals. I, Abraham Tashman, contact information below, have authority to negotiate for and bind the company. I attest that NDS has the capacity to perform this scope of work throughout the contract period. This bid is an irrevocable offer. Please contact me if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Avi Tashman', is placed above the printed name and title.

Abraham (Avi) Tashman, President/CEO
National Data & Surveying Services
avi.tashman@ndsdata.com
106 N Poinsettia Pl, Los Angeles, CA 90036
T: (323) 782-0090 | F: (323) 375-1666

B. Company Data

Each Proposer shall submit the following information:

1. State the company's official name and address and the names and titles of its principal officers; indicate what type of entity, such as corporation, partnership, joint venture, sole proprietorship, etc. and indicate if the firm is incorporated.

Official Name: National Data & Surveying Service, Inc. (NDS)
Corporate Office Address: 106 N Poinsettia Pl, Los Angeles, CA 90036
Principal Officers & Titles: Avi Tashman, President/CEO
Michael Blitz, CFO
Entity: S Corporation
Incorporation Status: Incorporated

2. Provide the company's Federal Employer I.D. Number.

Federal Employer I.D. Number: 33-0608605

3. Provide the name and address of the person to receive notices who is authorized to make decisions and represents the company. Specify in what capacity the person shall be representing the entity and any limitations to their authority.

Proposer's Contact Name: Avi Tashman
Address: 106 N Poinsettia Pl, Los Angeles, CA 90036
Contact Title: President/Signatory
Limitations to Authority: None

4. Furnish the company's address for any mailed funds.

Remittance Address: 106 N Poinsettia Pl, Los Angeles, CA 90036

5. State any failures or refusals to complete any contracts and a complete explanation.

NDS has no prior or ongoing contract failures or refusals to complete any contracts.

6. Indicate the number of years in business under the present business name.

Years in Business under Present Name: 19 years

7. Indicate the number of years of the company's experience in providing required, equivalent or related products and services.

Years of Experience: 36 years

8. Submit a detailed statement indicating whether the Proposer is totally or partially owned by another business organization or individual that will be providing the services to meet the requirements of the Proposal.

NDS certifies that it is an independently owned and operated business entity. It is not a subsidiary, affiliate, or division of any other business organization, nor is it owned, managed, or otherwise controlled by any individual or entity other than its own internal leadership. Furthermore, no third party, business organization, or individual will be providing the proposed services on behalf of NDS. All services required to meet the Proposal's scope and objectives will be performed solely by NDS using its own personnel, resources, and management oversight.

9. Submit a detailed statement indicating whether the Proposer totally or partially owns any other business organization that will be providing the services to meet the requirements of the Proposal

NDS certifies that it does not own, whether totally or partially, any other business organization or legal entity that will be providing services to fulfill the requirements of this Proposal. No third party, business organization, or individual will be providing the proposed services on behalf of NDS. All services required to meet the Proposal's scope and objectives will be performed solely by NDS using its own personnel, resources, and management oversight.

C. Certificate of Insurance

The Proposer shall demonstrate the willingness and ability to provide the required insurance coverage as set forth by City requirements within ten calendar days of notification of selection for award of this Agreement. Refer to the Insurance Checklist (Attachment B) for requirements.

The following are our current insurance policies:

- Workers Compensation
- Commercial General Liability: \$1 million per occurrence
- Automobile Liability: \$1 million per occurrence
- Professional Liability: \$2 million per occurrence
- Umbrella Liability: \$2 million per occurrence
- Excess Umbrella: \$3 million aggregate

We hope that our umbrella liability and excess umbrella insurance policies will provide supplementary coverage to address any gaps in underlying insurance requirements.

NDS affirms its willingness and ability to obtain and provide all required insurance coverage set forth by City requirements and as specified in the Insurance Checklist. Upon notification of selection for award, NDS will secure and submit the necessary proof of insurance coverage within ten (10) calendar days, in full compliance with all terms and limits outlined in the solicitation documents. All required documentation, including certificates of insurance and endorsements, will be provided promptly upon request.

D. Validity of Proposal

The Proposer shall state the length of time for which the submitted Proposal shall remain valid. The City requires a period of at least 120 calendar days.

The submitted proposal shall remain valid for a period of one hundred twenty (120) calendar days from the closing date and time for receipt of proposals.

E. Certification of Understanding

The City assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless:

- 1. such understanding or representations are expressly stated in the Agreement; and*
- 2. the Agreement expressly provides that the responsibility therefore is assumed by the City. Representations made but not so expressly stated and for which liability is not expressly assumed by the City in the Agreement shall be deemed only for the information of the Proposer.*

NDS certifies that it fully understands and acknowledges that the City of Orange assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless such understanding or representations are expressly stated in the Agreement and the

Agreement expressly provides that the responsibility therefore is assumed by the City. NDS understands that representations made but not so expressly stated and for which liability is not expressly assumed by the City in the Agreement shall be deemed only for informational purposes.

F. Statement of Compliance with Agreement's Articles/Terms and Conditions

Include either a statement of compliance with all parts of this Request for Proposals and/or a listing of exceptions and suggested changes.

1. Proposal must certify either (a) or (b) below:

- a) This Proposal is in compliance with said Request for Proposal information.*
- b) This Proposal is in compliance with said Request for Proposal information, except for those proposed exceptions listed in a separate attachment hereto. Details of exceptions may be placed in a separate attachment in the appendices.*

2. The attachment **must include, for each proposed exception:**

- a) the suggested rewording;*
- b) reasons for submitting the proposed exception; and*
- c) any impact the proposed exception may have on cost, scheduling or other areas.*

NDS certifies that this proposal is in compliance with said Request for Proposal information.

G. Qualifications of Proposer's Personnel

Briefly describe your approach and methods for managing the project. Identify the Project Manager, the key person responsible for the quality and the person who will be the principal contact with the City. List the project team members to be utilized on this project. Briefly describe the responsibilities of each person on the project team, including qualifications and experiences. Provide the resumes of the project manager and key personnel who will be assigned to this project. Resumes shall contain information relating to each person's education, experience or training in the area covered within this proposal. Resumes are to be included in the appendices and will not count towards the page count if placed in the appendices. Indicate the availability of the project team members for the duration of the project. Any change in the assigned personnel shall require the approval of the City. List the portion of work that will be subcontracted, if applicable. Include a list of subcontractors and/or laboratories expected to be engaged in the work and their relevant qualifications and experiences

PROJECT MANAGEMENT

NDS recommends a kick-off meeting to establish all communication and coordination preferences by the City prior to commencing any work. This meeting will also provide an opportunity to further discuss requirements, project schedules, and general expectations. NDS proposes weekly or monthly meetings with the City throughout the contract period to provide updates and maintain confidence that all projects are being managed in a judicious and effective manner. NDS will closely manage the schedule and timeliness for all tasks. NDS will prepare progress reports as frequently as agreed upon with the City and will submit invoices upon the successful completion of each service.

Project Management Tools

NDS utilizes a secure, cloud-based project management platform to store and organize all project-related information. This centralized tool is accessible to all teams, ensuring seamless tracking of projects and their progress. At each phase—Estimation and Acceptance, Scheduling, Data Collection, Processing, Analysis and Delivery, Invoicing—of a project, the responsible team records relevant notes and updates the project status. Any changes or updates to a project's entry are immediately visible to all members, promoting transparency and collaboration.

Reporting Project Progress

NDS provides status reports for all pending, ongoing, or completed projects at a frequency determined by the City's preference, including ad-hoc, daily, weekly, bi-weekly, or monthly updates. The Project Coordinator, Ruben Gallegos, and Ruben's Office Manager, Zac McDiarmid, will be responsible for all reporting requirements. Inquiries will be promptly acknowledged, and if an immediate answer is not available, an expected response time will be provided. Additionally, if on-demand access to project status is preferred, NDS can prepare a project status interface for the City to display the ongoing status of all projects, ensuring easy and real-time access to the information.

KEY PERSONNEL

NDS project teams will work under the direction of Key Personnel. Key Personnel will be available and dedicated for the duration of the project to perform all required tasks and meet the program objectives. Staff will be available for meetings as requested by the City. All NDS personnel have worked together previously and successfully completed large traffic data collection projects for public sector clients. Adjustments to Key Personnel are not expected and will only be made with advanced justification notice and prior consent by the City.

Personnel	Title / Role	Job Duties	Availability
Kevin Deal	COO / Project Manager	Overall contract management	50%
Ruben Gallegos	Southwest Regional Manager / Project Coordinator	Contract planning, execution, communication, and updates	65%
Anthony Truong	Lead Data Analyst	Quality assurance, data preparation, data delivery, and video delivery	55%

Kevin Deal – Chief Operations Officer – Project Manager

Kevin Deal has 21 years' experience in every aspect of the data collection industry and will serve as Project Manager. Kevin will oversee every aspect of the contract from request to delivery. Kevin will work closely with the Project Coordinator to ensure schedule adherence and monitor task lifecycles. Kevin has been the Project Manager for all major NDS contracts throughout the nation, providing him with unparalleled experience that will be used to support this contract from beginning to end.

Ruben Gallegos – Southwest Regional Manager – Project Coordinator

Ruben will serve as Project Coordinator for this project. Ruben oversees the annual data collection for nearly 8,000 counts throughout Southern California. Together with his Office Manager, Zac McDiarmid, he will work directly with City staff to coordinate all collection efforts. He will directly oversee field staffing, scheduling, data collection, data retrieval, and coordinate closely with the video department as well as the data processing and analysis department. Ruben will directly manage all aspects of this contract.

Anthony Truong – Senior Data Analyst – Lead Data Analyst

Anthony will serve as the Lead Data Analyst for this project, ensuring that the data quality and data delivery meet project expectations. Anthony is responsible for overseeing the processing and analysis department, which will perform the quality control, data preparation, and data delivery processes. Anthony has over seven years' experience and has managed the quality control and analysis of over 8,000 projects that consisted of over 50,000 turning movement counts, 45,000 automated traffic recorder counts, and over 4,000 other services that NDS offers.

SUBCONTRACTORS

NDS does not intend on using subcontractors for this contract.

H. Work Plan

Explain how you plan to ensure timely review, coordination and implementation of the required services.

The Contractor shall indicate an understanding of the scope of services requested in this RFP. Briefly describe the scope of work and sequential tasks for accomplishing these proposed tasks. Indicate all key deliverables and their contents. The work plan should address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

SCHEDULING

The Project Coordinator, Ruben Gallegos, in close coordination with the Operations Manager, Jackson Stump, and the Field Manager, Osvaldo Castro, will be responsible for resource planning, project calendar management, permit confirmation, and deployment for all data collection needs. Planning is done as far in advance as possible for project team coordination as well as preparation for equipment, staff, and work zone safety plans. Ruben and/or Zac, the Southwest Regional Office Manager, will directly communicate with the City regarding schedule planning and execution. Schedule planning involves site-specific work safety evaluations, assignment of work safety equipment, assignment of data collection equipment, and assignment of project locations for data collection.

Schedulers closely monitor weather conditions, school calendars, construction, and events to ensure strict adherence to the permissible days of collection. Unless specifically requested, NDS will ensure that data is not collected on days with forecasted extreme weather conditions; in the immediate aftermath of a natural or other disaster affecting area traffic flows; in close proximity of a city-designated holiday/major weekend holiday/extended weekend; on Mondays, Fridays, or weekends unless authorized; on days where normal traffic patterns are affected by nearby construction projects or scheduled special events; and when the local school districts are not in regular session. NDS will clearly communicate to the City any conditions or circumstances that could negatively impact the data collection effort.

SAFETY

At NDS, safety is a top priority reinforced through mandatory annual training for all employees, monthly safety meetings, and role-specific instruction covering PPE, equipment handling, driving practices, work zone safety, public interaction, and emergency protocols. Every crew member signs off on each safety topic to ensure full understanding and accountability. NDS provides all necessary PPE in compliance with OSHA and local regulations, and equips all vehicles with high-intensity beacons, reflective markings, cones, warning signs, GPS tracking, and front- and rear-facing cameras to monitor and document driving behavior in real time. Daily reviews of driver data help enforce a consistently safe and law-abiding workforce.

DATA COLLECTION

NDS performs all tasks in accordance with the procedures and specifications identified in the latest California Manual of Uniform Traffic Control Devices, the FHWA Traffic Monitoring Guide, the Highway Capacity Manual, and generally in accordance with sound traffic engineering principles. NDS will not enter private property without permission of the private property owner.

Turning Movement Counts

Equipment

NDS utilizes our proprietary camera systems for average daily traffic counts, turning movement counts, queuing, pedestrian counts, bicycle counts, delay studies, gap studies, and many more observation-based studies. Our units contain the most technologically advanced hardware available for temporary data collection. These systems are capable of recording for any duration of time, in extreme weather conditions, and in all lighting conditions. NDS units are capable of capturing **any size** intersection, segment, or other points of observation through the use of one or more synced cameras. Additionally, NDS can modify the resolution, frame rate, and bit rate to meet the needs of extremely high-resolution projects up to **1080p**. At any

resolution, NDS cameras cannot capture license plate information. NDS camera units do not require external power for operation. All videos contain date and timestamp information clearly displayed during review.

Methodology

NDS cameras are mounted at the base of an existing infrastructure element using an aluminum chassis with non-harmful rubber pads as contact points. NDS can utilize a **variety of infrastructure elements** for installation, such as poles, street signs, and trees. Installations do not obstruct visible signage. Each camera contains a telescopic pole that extends over 21 feet vertically for an unobstructed view of the intersection or other desired point of view. The equipment retrieval process **removes all visible evidence** of the camera unit.

Data Reduction

After the data collection period has ended, video files are promptly transferred to NDS' centralized Google Cloud Server for video delivery preparation, data reduction, quality review, and data delivery preparation as defined in the section below labeled "Quality Control / Processing".

NDS utilizes **both proprietary machine learning and manual reduction methods** to capture, classify, and audit data by road user classification. The NDS machine learning algorithms are fine-tuned to capture vehicle volumes, axle-based classifications, and speeds. NDS has also spent well over a decade building a human driven video team with various levels of quality control to capture pedestrians, bicycles, turning movement counts, and other non-motorized classifications. Through numerous empirical studies conducted with a variety of well-known and lesser-known providers, NDS has determined the accuracy of algorithmic video watching for pedestrians, bicycles, turning movement counts, and other non-motorized classifications to be unpredictable, providing subpar accuracy. In response to these deficiencies, NDS utilizes an in-house video reduction team along with a multi-stage QAQC process that consists of extremely detailed and tedious training protocols for all video watchers. Our video team is broken into three departments: the video review team, the video spot checking team, and the algorithm team. Further details are outlined below in the section titled "QUALITY CONTROL / PROCESSING".

Deliverable

Data will be delivered in Microsoft Excel format. Data will be in 15-minute intervals and the peak hours will be identified.

Volume, Classification, and/or Speed Average Daily Traffic Counts

Equipment

NDS proposes the use of NDS Aura video cameras for volume, speed, and classification (FHWA 1-13) data collection on street segments. The NDS camera unit overcomes several machine-driven limitations such as poor performance in congestion, limited free-flowing placement options, and poor performance in extreme hot or cold weather conditions. In addition, redo rates are lowered significantly by avoiding unpredictable road tube issues. However, should road tube installation be preferable to the City, NDS is capable of meeting all requirements and deadlines using MetroCount machines.

Methodology

General and camera-related data collection practices mirror those outlined in the section labeled "Turning Movement Counts." The remainder of this section will focus on road tube methodology.

ATR installations occur the day before the requested start date to ensure that data collection begins at midnight unless otherwise directed. A pre-determined safety plan is executed upon both site arrival and departure. Machines are installed in free flow traffic conditions outside of auxiliary lane storage. Consideration is given to the type of street and surrounding land usage when choosing the equipment and method for installation. To achieve optimal conditions, equipment is installed at a minimum of one thousand feet away from intersections or ramp junctions. For smaller segments, counters are installed midblock and may be staggered to produce the best results. To account for higher sensitivities typically present on residential street segments, NDS staff utilizes low-profile pneumatic tubing to complete installations during the daytime hours whenever possible. Installation includes securing the machine with a lock and chain to existing public infrastructure, nailing the knotted/closed end of the tubes at the far side of the lane, stretching the tubes to the edge of the roadway,

nailing down the open end of the tubes, adding tape to secure the tubing, plugging the loose ends of the tubes into the open machine ports, and monitoring the machine while vehicles pass by to ensure that data is being recorded accurately. Equipment installed for multiple days will be checked to ensure that the data collection effort has not been interrupted and that the equipment is still in operable condition. After the collection period has ended, equipment is completely and safely removed from the site so that there is almost no visible evidence that the installation took place.

Deliverable

Data will be delivered in Microsoft Excel format. Data will be in 15-minute intervals with hourly totals per direction of travel. A final report in Excel will include the street name, segment description, date and day of the week the count was conducted, hourly totals, AM totals, PM totals, and daily totals. A paper copy of the final report and an electronic file of the raw data in original format will be provided to the City.

Intersection Approach Counts

Equipment and methodology mirror those outlined in the section labeled “Turning Movement Counts” and “Volume Classification, and/or Speed Average Daily Traffic Counts.”

Deliverable

Data will be delivered in Microsoft Excel format. Data will be in 15-minute intervals with hourly totals per direction of travel. Data will include all legs of the intersection and be in 15-minute intervals with hourly totals.. A final report in Excel will include the street name, segment description, date and day of the week the count was conducted, hourly totals, AM totals, PM totals, and daily totals. A paper copy of the final report and an electronic file of the raw data in original format will be provided to the City.

Pedestrian & Bicycle (& Other Non-Motorized) Volume Counts

Equipment and methodology mirror those outlined in the section labeled “Turning Movement Counts.” NDS is capable of capturing this information at intersections, screenlines, trails, campuses, event facilities, and most other areas where this information is required.

Deliverable

Data will be delivered in Microsoft Excel format. Data will be in 15-minute intervals. For counts done at intersections, data will include all legs of the intersection. If requested, vehicle turning movement counts can accompany the pedestrian/bicycle count. If classification by age (or by some other attribute) is required, the deliverable will reflect this.

Origin and Destination Studies / License Plate Surveys

Equipment

NDS uses custom-designed field templates or audio recorders for origin and destination studies/license plate surveys. Handheld cameras on tripods, overhead cameras, and drones can also be used. For efforts that exceed the capabilities of the aforementioned methods, Bluetooth technology can be used to determine origin-destination patterns. The BlueTOAD Spectra combines two wireless technologies, Bluetooth® (2.4 GHz) and Dedicated Short Range Communications (DSRC, 5.9 GHz) installed within one roadside device. DSRC coupled with BlueTOAD Spectra real time and historical Bluetooth® device detection can help guide safety and mobility applications in Connected and Autonomous Vehicle (CAV) initiatives, while providing synchronization with transportation agency Travel Time and Performance Measures objectives.

Methodology

Data collection methods vary: live technicians may manually record license plates, while handheld cameras on tripods capture plates in high-traffic or fast-moving areas, though accuracy may be around 75% due to blurriness and transcription errors. Overhead cameras and drones can track vehicles more effectively, with overhead cameras ideal for monitoring attributes and platooning and drones covering areas with minimal aerial obstructions. Additionally, technicians can use voice

recorders to log license plates. Tracking can be performed visually or by capturing license plate information, depending on the project details.

Using BlueTOAD to determine origin-destination patterns involves the capture of MAC addresses from vehicle and personal devices by detecting Bluetooth LE, Bluetooth Connected, and Bluetooth Discoverable signals. These units can be installed for up to seven (7) days before changing batteries. The unobstructed collection radius of each unit is 600ft from the point of installation. No external power is required. Cellular connectivity allows for consistent data upload to a cloud server as well as status updates regarding the unit's health that NDS quickly uses to address any minor issues that may arise. Data is stored on BlueTOAD's server which provides NDS access to raw, filtered, and processed data according to matching matrix and time filter preferences.

Deliverable

Data will be delivered in Microsoft Excel format and will include all information as requested by the client.

Travel Time / Speed Data

Equipment

Laptop and GlobalSat BU-353-S4 USB GPS Receiver. NDS also offers average corridor travel time and speed using Google crowd-sourced data.

Methodology

NDS will analyze the beginning and end of each corridor to determine appropriate routing throughout one or more corridors. NDS collects travel time information using highly trained and experienced drivers paired with external GPS antennas. All drivers are individually trained and tested to ensure adherence to appropriate driving behaviors, node identification, and route assignments. All routes are extended upstream and downstream to ensure that vehicles travel through the route start and stop points at the speed dictated by local traffic. NDS field staff provide detailed notes pertaining to delays encountered throughout each run. This information is timestamped and classified by the source of the delay. NDS uses the floating car technique as defined in the MUTCD unless otherwise directed. We offer either PC Travel or Tru-Traffic as possible post processing platforms for reporting. Delay sources will be timestamped and classified as: signal, congestion, stop sign, pedestrian, or other (written as instructed or experienced).

For Google crowd-sourced data, data is collected by route and/or by link. A link is defined as two (2) points of interest. A route is defined as more than one link combined together. User-defined parameters include:

- Collection interval frequency - can be as low as 1 minute
- Day(s) of collection – Current and future days are available for collection
- Hour(s) of collection – Specific hours can be selected by specific day

Deliverable

Travel time summary information will be delivered in Microsoft Excel format and/or PDF. Travel time summary includes travel time in seconds, number of stops, average speed, and total delay.

The deliverable report from using Google crowd-sourced data includes both a tabular and graphic representation of the average speed per interval as well as the average travel time per interval for each link and each route.

Certified Speed Radar Survey

Equipment

NDS performs spot speed studies using certified Kustom Electronics Falcon hand-held radar guns and NDS radar field templates.

Methodology

Radar Speed Surveys are conducted in accordance with the Department of Motor Vehicle Regulations and the Manual on Uniform Traffic Control Devices (MUTCD). Collection sites are investigated in advance to identify conditions that would adversely affect data accuracy such as proximity to speed bumps, proximity to intersections, locations with steep grades, and any other conditions that could impact normal vehicle speeds. Surveys are not to be conducted during inclement weather or when the roadway is wet. Surveys are not to be conducted during atypical conditions such as road construction, detours, or traffic accidents.

A sample of free-flowing passing cars will be selected with careful attention to ensure that the sample represents the entire traffic stream. In platoon flow, only the first vehicle in the platoon will be selected. All vehicles traveling at less than 40 mph and within 200 feet of the lead vehicle or more than 40 mph and less than 350 feet from the lead vehicle is considered to be in platoon. Field staff are trained to be inconspicuous so that driver behaviors are not affected by their presence. Deliverable statistics include 50th percentile, 85th percentile, 10mph pace, # in pace, percent in pace, % / # below pace, % / # above pace. Additional statistics can be added at no additional cost.

Deliverable

Data will be delivered in Microsoft Excel format. Speed parameters, such as 50th Percentile, 85th Percentile, and 10 MPH pace, can be included.

QUALITY CONTROL / PROCESSING

NDS leads the industry with the most detailed and sophisticated quality control processes nationwide. At the field level, all equipment undergoes regular maintenance and testing to ensure full functionality. Field personnel are specifically trained to conduct a preliminary inspection of the collected data, allowing for expedited communication surrounding possible disruptions to the data collection effort. Post data submission, NDS has four departments dedicated to quality control after data is submitted from the field: the Audit Department, the Video Department, the Processing Department, and the Analyst Department. These departments are centralized at NDS headquarters and are responsible for the quality control, processing, analysis, file preparation, and data delivery of all data collected by NDS throughout the nation. These departments have extensive experience working with all NDS services, data collection best practices, data collection formats, contracts, and data delivery formats.

Audit Department

The Audit Department is responsible for the timely submission and careful review of all field data throughout the company. This department tracks nationwide scheduling to prepare for video and data uploads. **Videos are scrubbed thoroughly to ensure that all time periods are present, the viewing angles are consistent, and to confirm that all data collection requirements can be met.** Pictures are also viewed carefully to verify the traffic control plan, that all appropriate work zone safety equipment was utilized, and that cameras were installed according to NDS protocols. All other data submissions are checked per manufacturer recommendations and compared to client/contract requirements to confirm compliance. This department works closely with our Operations Department, providing the necessary feedback to optimize our national operations.

Video Department

The NDS Video Department manually reviews over **1,000,000 hours of video annually**. This department is divided into three teams: video review, video spot checking, and algorithm. All teams are well-versed at performing counts with detailed vehicle, pedestrian, bicycle, and micro-mobility classifications throughout the nation. NDS captures all 13 FHWA classifications based on axle, not by length. This team is also experienced at conducting a large variety of observational and custom-developed studies throughout the nation. Due to our training, standards, and protocols, NDS proudly achieves an accuracy rate of 98%/±2% and ±2 vehicles for volumes up to 100 vehicles.

Video Review Team

The video review team is responsible for site verification, auditing all required hours, confirming the required field of view, reporting any anomalies disrupting the flow of traffic, recording hourly traffic observations, recording hourly weather observations, and counting the details in the video per data collection task requirement. Each video reviewer is trained extensively on all study types and vehicle classifications. Video reviewers are not permitted to count live data until over 200 video hours have been watched and verified as at least 98% accurate.

Video Spot Checking Team

The video spot checking team is responsible for separately spot checking all classifications and data requirements present in video related projects for at least one 15-minute interval per two (2) hour period. If a comparison between the spot check and the original count reveals a variance greater than 2%, the entire two (2) hour count period that was spot checked is re-reviewed and re-submitted to the spot-checking team. This process will repeat until the accuracy threshold is met. Spot checks are completed for both algorithmic and manually reduced video to ensure that our accuracy thresholds are met. If spot checks find that site-specific variables had an impact on the accuracy of our machine learning algorithm, NDS will manually review all video at no cost to our clients. This will then be used to continue training our algorithm to account for the multitude of uncommon variables that exist.

Algorithm Team

The algorithm team is responsible for the initial software setup needed to accurately post-process video through our algorithm. This team is responsible for ensuring consistency in detection throughout the entire period of collection and making adjustments to the detection area as needed. In order to achieve best-in-class accuracy, the NDS algorithm separates images of vehicles where it lacks confidence for proper manual classification by the algorithm team. This team carefully reviews confidence ratings reported from our system to verify both volume and classification accuracy. Spot checks are performed for these videos as described in the section above titled "Video Spot Checking Team" to ensure accuracy and consistency in both daytime and nighttime conditions.

Processing Department

The processing department is responsible for scrutinizing client requests to ensure that all data collection requirements have been met and submitted for the project. This includes confirming the location, installation layout, orientation, presence of all required time intervals, movements, classifications, sketches, pictures, GPS coordinates, field sheets, and all necessary site data.

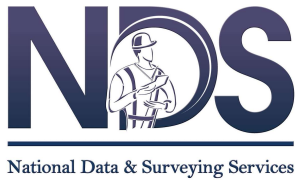
The processing team converts the data from its raw format to the deliverable formats and performs a preliminary data integrity check. This involves checking the data for abnormal data sequences such as abnormal spikes or valleys in the data set, inconsistent data compared between days, inconsistent historical comparisons, or illogical data patterns. Concerns about the data quality at this stage result in additional video spot checks (if applicable), data verification through sampled recollection, or consultation with the analyst department.

Analyst Department

The analyst department is responsible for conducting a secondary review of all data components, checking for data consistency throughout a corridor utilizing all available data resources, converting data into the contract specified deliverable, and preparing the delivery package as outlined in the contract. As part of the review, a comparative analysis is performed between all data points within a project. This team is dedicated to validating the relational integrity of these data points utilizing additional spot checks, video footage, historical data, and additional field observations as necessary. To prepare data in its deliverable format, the analyst utilizes a variety of tools (including custom program development) to ensure that all data format conversions stay consistent throughout each contract.

DATA PREPARATION AND SUBMITTAL

The processing and analyst department will collect, consolidate, format, and prepare each delivery to the City following the collection of the data.



Los Angeles County Office: 810 S Atlantic Blvd, Suite A, Monterey Park, CA 91754
T: (323) 782-0090

Corporate Office: 106 N Poinsettia Pl, Los Angeles, CA 90036
T: (323) 782-0090 | F: (323) 375-1666
info@ndsdata.com | www.ndsdata.com

RFP No. 25-26-02

NDS can customize the deliverable at no cost to the City to include additional statistics, modified layouts, or anything else that may streamline City data handling and review times.

NDS will correct or revise any errors or deficiencies in the services provided at no cost to the City.

RE-COLLECTION

NDS is responsible for the accurate, complete, and successful collection of data. NDS will perform a thorough quality control process of all counts. Should recollection be needed for any reason determined by NDS or the City, NDS will reschedule the counts promptly and at no cost to the City.

I. Related Experience and References

*The Proposer shall provide **at a minimum, a list of three applicable references**, preferably located in California, municipalities or applicable government operations, which were provided with these types of services*

In 2024, NDS completed 5,900+ projects for over 1,000 clients within our active/repeat customer database. These clients include private engineering firms, public agencies, regional planning organizations, retail outlets, private companies, and private citizens. We pride ourselves on being able to communicate effectively to a wide range of clientele with varying degrees of industry knowledge. NDS has obtained and retained these clients and contracts through excellent customer service, effective quality control, and timely deliveries in the format of each client's choosing. In addition, NDS provides our clients ingenuity, flexibility and transparency at all steps of the process.

NDS currently holds data collection contracts as a prime or sub consultant with entities such as the Orange County Transportation Authority, the Los Angeles Department of Transportation (DOT), City of Dallas DOT, Louisiana DOT and Development, Florida DOT, Georgia DOT, Ohio DOT, Pennsylvania DOT, New York State DOT, New York City DOT, Vermont Agency of Transportation, Rhode Island DOT, and Maine DOT. In addition, NDS is the on-call traffic data collector for local cities throughout the nation. Our systems of management, staffing, training, and communication have been critical to the success and prosperity of each of our contracts.

OCTA CMP TRAFFIC COUNTS & CORRIDOR TRAVEL TIMES STUDIES – CALIFORNIA: 2021 (TMCs), 2015 (TRAVEL TIMES), 2013, 2011, 2009, 2007 (SUBCONTRACT), 2005, 2003, 2001, AND 1997 (PRIME)

Client	Orange County Transportation Authority
Reference	Archie L. Tan, Principal Transportation Modeling Analyst
Phone	714.560.5845
Address	550 S Main Street, Orange, CA 92862
Email	atan@octa.net



OCTA awarded the team consisting of Fehr & Peers & NDS the countywide Traffic Services contract for Intersection Turning Movement counts and GPS Travel Time runs. In 2021, NDS provided Big Data as an enhancement to this contract. Project requirements included over:

- 101: 3-Day Turning movement counts
- 50: 24hr Volume machine counts
- 20: 48hr Pedestrian/Bicycle/e-Scooter counts

Historically, project requirements have included over:

- 200 Turning movement counts

NATIONAL DATA AND SURVEYING SERVICES

RFP No. 25-26.02

On-Call Citywide Traffic Data Collection Services

K. Fee Proposal

Task	Unit	Unit Price
24 Hour Machine Volume Counts	Per Location	\$65.00
Intersection Approach Counts - 24 Hours	Per Leg	\$65.00
Intersection Turning Movement Counts - 2 Hours (1 Person/Camera) <i>*Efforts under 2 hours match the 2-hour pricing</i>	Per Location	\$95.00
Intersection Turning Movement Counts - 2 Hours (Additional Person/Camera) <i>*with pedestrians, bicycles, and/or heavy trucks if needed</i>	Per Location	\$50.00
Intersection Turning Movement Counts - 4 Hours (1 Person/Camera) <i>*with pedestrians, bicycles, and/or heavy trucks if needed</i>	Per Location	\$140.00
Intersection Turning Movement Counts - 4 Hours (Additional Person/Camera) <i>*with pedestrians, bicycles, and/or heavy trucks if needed</i>	Per Location	\$100.00
Intersection Turning Movement Counts - 8 Hours (1 Person/Camera) <i>*with pedestrians, bicycles, and/or heavy trucks if needed</i>	Per Location	\$295.00
Intersection Turning Movement Counts - 8 Hours (Additional Person/Camera) <i>*with pedestrians, bicycles, and/or heavy trucks if needed</i>	Per Location	\$295.00
Intersection Turning Movement Counts - 24 Hours (1 Person/Camera) <i>*with pedestrians, bicycles, and/or heavy trucks if needed</i>	Per Location	\$630.00
Intersection Turning Movement Counts - 24 Hours (Additional Person/Camera) <i>*with pedestrians, bicycles, and/or heavy trucks if needed</i>	Per Location	\$630.00
Pedestrian & Bicycle Volume Counts Only - 1 Hour (1 Camera/Person) <i>*Efforts under 8 hours match TMC pricing</i>	Per Location	\$95.00
Pedestrian & Bicycle Volume Counts Only - 4 Hours (1 Camera/Person) <i>*Efforts under 8 hours match TMC pricing</i>	Per Location	\$140.00
Pedestrian & Bicycle Volume Counts Only - 6 Hours (1 Camera/Person) <i>*Efforts under 8 hours match TMC pricing</i>	Per Location	\$200.00
Pedestrian & Bicycle Volume Counts Only - 24 Hours (1 Camera/Person)	Per Location	\$355.00
Origin and Destination Studies / License Plate Surveys	Per Hour, Per Technician (does not include transcription or matching which are billed as Video Review hours)	\$60.00
Travel Time Study	Per Hour, Per Vehicle	\$120.00
24 Hour Machine Speed Counts (≤ 2 lanes)	Per Location	\$85.00
24 Hour Machine Speed Counts (> 2 lanes)	Per Location	\$120.00
Certified Speed Radar Survey Low Volume (2 Hours)	Per Location	\$100.00
Certified Speed Radar Survey High Volume (≤ 1 Hour)	Per Location	\$65.00
Driveway Counts - 6 Hours (1 Person/Camera) <i>*Efforts under 8 hours match TMC pricing</i>	Per Driveway	\$200.00
Driveway Counts - 8 Hours (1 Camera/Person)	Per Driveway	\$235.00
Driveway Counts - 24 Hours (1 Camera/Person)	Per Location	\$355.00
24 Hour Video Recording	Per Camera	\$175.00
Left Turn Queuing Counts - 2 Hours (1 Person/Camera) <i>*Efforts under 8 hours match TMC pricing</i>	Per Approach	\$95.00
Left Turn Queuing Counts - 4 Hours (1 Person/Camera) <i>*Efforts under 8 hours match TMC pricing</i>	Per Approach	\$140.00

NATIONAL DATA AND SURVEYING SERVICES

RFP No. 25-26.02

On-Call Citywide Traffic Data Collection Services

K. Fee Proposal

Additional Tasks	Unit	Unit Price
Machine Volume Counts - Additional Consecutive Day	Per Location	\$35.00
Intersection Approach Counts - Additional Consecutive Day	Per Leg	\$35.00
Machine Class or Speed Counts (≤ 2 lanes) - Additional Consecutive Day	Per Location	\$40.00
Machine Class or Speed Counts (> 2 lanes) - Additional Consecutive Day	Per Location	\$50.00
Machine Classification Counts (≤ 2 lanes) - 24 Hours	Per Location	\$85.00
Machine Classification Counts (> 2 lanes) - 24 Hours	Per Location	\$120.00
Machine Classification AND Speed Counts (≤ 2 lanes) - 24 Hours	Per Location	\$105.00
Machine Classification AND Speed Counts (≤ 2 lanes) - Additional Consecutive Day	Per Location	\$60.00
Machine Classification AND Speed Counts (> 2 lanes) - 24 Hours	Per Location	\$140.00
Machine Classification AND Speed Counts (> 2 lanes) - Additional Consecutive Day	Per Location	\$70.00
Video Recording - Additional Consecutive Day	Per Camera	\$65.00
Video Review <i>*This can be used for any hourly rate item, such as pedestrian/bicycle counts, driveway counts, and left-turn queuing counts</i>	Per Hour of Review Time (may not coincide with footage/runtime), Per Camera	\$30.00
Field Rate <i>This field rate is used for manual studies that require field staff, including but not limited to parking studies, occupancy studies, transit ridership studies, and customized written/oral surveys</i>	Per Hour, Per Technician	\$60.00