

# **Traffic Data Gathering and Analysis**

## Prepared by IDAX Data Solutions



# **Proposal—Redmond—Traffic Data Gathering and Analysis**

Dear Josh,

IDAX understands the importance of quality data and the effect that it has in shaping the communities around us. Since 2013, IDAX has built a reputation for providing top notch customer service, data transparency, quick study turnarounds, and doing whatever is necessary to get the job done professionally and correctly. We believe we posses everything necessary to successfully collect any and all data for the City of Redmond for this On-Call contract. These qualifications include:

#### **Data Collection Experience**

Since 2013, IDAX has collected a wide range of traffic data including turning movements, pneumatic tube counts (volumes, speeds, classification, and gap), travel-time, origin-destination, ped/bike, parking, and curbside utilization data. With experienced project managers, a proprietary project management web-based application, and a large technician team based in Renton, we are optimally suited to handle each of the tasks outlined in the City of Redmond's scope.

#### **Customer Service**

Customer Service, responsiveness, and professionalism are paramount in IDAX philosophy. Emails are responded to within an hour, phone calls are answered, and communication is clear and efficient. Our goal is to get the City what they need and make the experience as seamless as possible for City staff.

#### **Redmond-Specific Experience**

Since we've been under contract since 2015, IDAX has a strong familiarity with the Redmond community. Our experience working within the right-of-way provides us with an understanding of the network and travel patterns to work more efficiently throughout the City as we are privy to corridors that draw safety concerns, locations that cause continuous equipment malfunctions, and carry a great relationship with the staff of the City.

#### Responsiveness

Depending on the number of requested locations, and given significant lead-time IDAX has the capability of deploying large scale studies, including up to a 40 TMC's and/or 50 Tube counters simultaneously. For jobs that do not require that level of volume, we can guarantee deployments within 48 hours of NTP, but generally are able to deploy within 24-hours. Upon completion of all studies, IDAX has the ability to turn completed data around within 48-hours and all jobs are invoiced immediately after data delivery.

IDAX is excited for the opportunity to submit this proposal to the City of Redmond for this On-Call Project. We believe that we have the resources, experience, equipment, and understanding to provide the City with complete, high-quality data for all of their unique project needs. On the following pages you will see our proposed costs, some brief approach and methodology information for the most common data requests from the City, a brief explanation on a unique value-add that would be included at no charge in this contract, as well as a few references.

If you have any questions or need any additional information on our qualifications or pricing, please feel free to contact us at any time.

Sincerely,

Kyle Campbell

Kyle Campbell | Operations Manager DATA SOLUTIONS kyle.campbell@idaxdata.com (425) 213-7345 www.idaxdata.com



# **Firm Profile**

In an increasingly connected world, IDAX applies the most advanced techniques for transportation data acquisition and aggregation. We develop effective solutions for clients with existing and future mobility challenges such as traffic management, parking congestion, multimodal transportation operations, and intelligent transportation system management. We work with latent and advanced data feeds to provide customers with access to data, performance metrics, and reporting dashboards through cloud hosted solutions and applications. IDAX also works with clients, both public and private, to integrate data feeds into effective reporting solutions that help clients better understand their present and future transportation challenges.

IDAX was incorporated in 2013 and is led by a team of accomplished industry experts. Our team's experience includes an eclectic group of individuals with experience in data acquisition, engineering and planning, data science, and software development. Our goal is to apply efficient and creative solutions to cost-consciously collect and organize data that can be utilized to help solve transportation challenges. IDAX uses the latest data acquisition technologies and partners with technology leaders to acquire data and deliver it accurately, economically, and in consumable formats. When working with data, we understand each client's needs are different and will customize our approach to aggregation and integration of data based on the requirements of individual goals.



# **IDAX Qualifications and Experience**

IDAX employs the values of Innovation, Passion, Opportunity, and Transparency. We have worked with over 100 cities in the Western United States on similar contracts, and are dedicated to delivering high quality data and superb customer service. Our key qualifications for similar projects include:



#### Flexible, Common-Sense Scoping

IDAX has years of experience scoping similar projects and has seen what works and what does not with regards to setting up and conducting studies. Our goal is to make the process as seamless and efficient as possible. We will use our expertise to help make the right decisions to ensure successful deliverables and high quality data.

#### Multi-modal Video & Pneumatic Tube Collection Experience

IDAX has collected a wide range of multi-modal video observations and average daily traffic counts which include speed and classification data. With experienced project managers, a proprietary project management web based application, and a large technician team, we are optimally suited to handle large scale data collection needs.

#### **Travel Time/OD Collection Experience**



By utilizing industry leading Bluetooth readers and GPS Probe Data sources, IDAX has the capability and experience to understand exactly how and where vehicles are navigating throughout our street networks. Depending on your data needs, IDAX will provide methods tailored to your project to help generate smarter and more effective data driven decision making.

#### **Traffic Safety**



Partnering with safety analytics experts, IDAX has the ability to provide powerful resources to understand intersection safety in our communities. By utilizing analytics, our partners are able to determine near misses, speeding through intersections, red light running, and crash predictions.

#### **Data Warehousing**



When your data is complete, organized, and easily accessible, it becomes a huge asset. We've developed a powerful yet easy-to-use data warehousing solution for clients who want to start implementing their long-term data strategy. Despite its simple name, a warehouse isn't just a database - it's a clean, orderly foundation on which data analytics can be built more effectively than ever before.

## Turning Movement Counts (Including Pedestrians & Bicycles)



Our team has a vast amount of experience with industry-leading equipment and the proper ways to deploy it in order to accurately collect Turning Movement Counts. We only utilize the highest quality video collection units and the best reduction techniques and partners to accurately record and process the data. Our cameras lead the industry for outdoor video collection for a variety of reasons including:

- All weather-proof devices
- Long battery life (up to one week)
- Camera elevation (up to 21 feet, minimizes camera blockage)
- All weather-proof devices
- Long battery life (up to one week)
- Camera position (up to 21 feet, minimizes camera blockage)
- Video storage capacity
- Open format video recording for easy file transfer.

Cameras for Turning Movement Counts are deployed by field crew teams of 2 technicians, for safety and efficiency. The technicians are responsible for taking copious notes for each deployment to ensure proper collection and reduction later at the office. The technicians are also expected to note clearly at each site the date of the count, weather conditions, street names, and any observed traffic conditions that may impact the count whether at the time of deployment or breakdown.

Once the video is back at the office, IDAX determines the best method for reduction based on the type of data that is being requested as well as the estimated volumes of the intersections. Before counting, each video is reviewed to ensure that all movements are clearly visible, there is no glare, or the camera was not moved during the count. Then of course the video is stored for up to 3 months or in this case, made available to the City.

## **Pneumatic Tube Counts** (Volume, Class, Speed, Gap)

IDAX uses Metrocount equipment and software. The Metrocount MC5600 Portable Tube Classifier (of which IDAX currently owns over 200 units) stores every axle hit and then uses MTExecutive software to provide outputs of speed, classification, volume, and gap data. This is an incredibly reliable counter in the field and we have yet to experience any data-loss as a result of a faulty box.

What separates Metrocount from the rest of the tube count vendors is the software. MT Executive is an incredibly robust software package that not only allows for a multitude of reporting formats, but several QA/QC assurances of the tube collection prior to any final reporting.

What separates IDAX from other vendors is that we ALWAYS use 2 tubes for volume counts. Where others will use one tube then a factor to estimate volumes, IDAX classifies the vehicles in order to give a true volume. Two-tube sets also allows for Metrocount's unique in-field QC system shown in the diagram below.

Our technicians are able to download data in the field (while not interrupting the study) to determine successful collection. An example of an acceptable collection can be seen below left where both sensors are receiving the same number of hits. This is compared with a failed collection (below right) where one sensor clearly had fewer hits than the other. This could be due to a faulty sensor or water in the tubes in the case of a low count, or a slightly offset tube for a potential over-count--any of which would not be easily caught with a 1-tube layout and could result in flawed data. IDAX proudly offers to share all raw-tube data that cannot be changed in any way to show the counts were successful.





## **Site Pictures for Speed Studies**

IDAX realizes the importance of accurate placement of speed studies. Understanding exactly where the City would like to see the tubes is paramount, and in order to document proper placement IDAX always takes a picture of each site with a clear reference of exactly where the tubes were placed.





#### Attachment 2G

# **Travel Time and Origin/Destination**

IDAX has multiple ways to collect travel time data and origin-destination surveys. Travel time studies are conducted by capturing unique mac addresses from devices through either Bluetooth or Wi-Fi capture (IDAX has collectors for both technologies and depending on the study, will make a recommendation on the more appropriate technology). Bluetoad collectors capture unique Bluetooth identifier information from discoverable devices such as automobiles, smart phones, GPS navigation units or wireless headsets passing within range. In addition to the unique Bluetooth identifier, the units also attach a date, timestamp, signal strength, and location identifier.

Origin-destination surveys are completed using Bluetoad Bluetooth units and License Plate Readers (LPR). Bluetooth can capture 10% - 20% of the traffic stream. LPR captures over 80% of the traffic stream using video and can be classified by vehicle type. Data collected from multiple devices can be combined into a single project allowing the evaluation of the origin of travelers and their destination or exit points throughout a specific study area. Data collected for origin-destination studies can be filtered and reported in a variety of graphs or tables, and will continue to update as long as the project continues.





## **Neighborhood Cut-Through Studies**

For neighborhood Origin/Destination Cut-Through Studies, IDAX employed License Plate Readers . Due to the lower volumes in these studies, the sample method (from Bluetooth or WiFi) does not provide the level of accuracy needed. IDAX deploys high speed, high resolution, infra-red cameras in order to capture license plates at selected locations in and around a study neighborhood and then analyzes each vehicle to determine the true cut-through rate.

# **Gap Studies**

IDAX has two methods for gap studies. On roadway segments, tubes can be used to accurately collect directional gaps. Metrocount tube counters and software (described above) has software specifically built for gathering and reporting gaps in any increments that the client needs. We are able to therefore customize the reports to line up with either what the city has collected in the past, or any binning that is required.

Another method to collect gap information is using video to record the location and reduce that data either manually (using video timestamps) or analytically to collect the gap data. This method is used at or close to intersections where there are not consistent free-flow conditions and thus tubes are not ideal.





## **Floating Vehicle Travel Time Surveys**

IDAX can conduct floating car studies when more detailed information is required, such as delay time, stop time, and travel time broken out by specific segments. Our on-board hands-free GPS devices allow the technician to focus only on driving and thus ensuring safety, and eliminating the need for a second tech in the vehicle. This method also eliminates human error and gives very detailed information by capturing accurate GPS points every second.



# **Quality Control and Assurance Process**

#### PROJECT SPECIFIC QA/QC MANAGEMENT PLAN

At IDAX, we pride ourselves in the quality of the data that we deliver. We employ numerous quality control/quality assurance measures across each of the data collection tasks that we offer. From the training of technicians to make sure that field setups are conducted to the highest specifications, to the final quality control (QC) tests on the data itself, you can be assured that each location will be collected and delivered to the highest level of accuracy possible. If any step of the process is interrupted or fails, the count will be recollected until all QC measures are met.

We have prepared this project specific QC management plan to document the personnel and procedures that will be utilized by IDAX (Consultant) throughout the collection process to ensure quality and reduce the potential for errors or omissions prior to data delivery. Quality assurance and quality control for this project (like all other IDAX projects) is a team effort and measures are in place at every team level. Tasks will be broken out by teams as follows:

#### **COORDINATION TEAM ROLE & RESPONSIBILITIES**

- Scheduling All projects are scheduled on our proprietary project management application, Kapturrit. Once all sites are scheduled for deployment, a shareable link will be sent to the client to confirm that the placement of each location is in the right location. If there is any ambiguity in the site description, IDAX will address it during this time.
- Field supervision With Kapturrit, our team has the ability to understand the exact placement of our equipment and track technicians progress to ensure efficiencies are being met. Each data point entry into Kapturrit is recorded with a timestamp.
- Organization of raw data files
- QA/QC of Field App Understanding the exact location that our equipment is located helps tell a story shall questions arise within the data.
- Safety coordination Any challenging or difficult sites that could pose a safety risk are brought to the attention of field staff. A plan of where to park and set the equipment is established prior to going into the field.

#### FIELD TEAM - SETTING, MONITORING, AND PICK UP OF FIELD HARDWARE

- Initial QA/QC of sets After setting up the equipment, our field technicians verify that all movements are captured within an intersection or that sensors on the tube counters are firing appropriately before leaving each site.
- Initial QA/QC of raw data files Whenever our field staff checks or picks up the data, it is downloaded instantly to ensure quality is being met. If the report comes back skewed, our equipment is reset immediately and our client is notified.
- Point of entry for Field App
- Point of contact with Processing team to note schedule and field conditions

#### DATA PROCESSING TEAM ROLE & RESPONSIBILITIES

- Ensuring the quality of the raw-data files Once the data is back from the field our processing team reviews the A/B charts to understand if the tubes are firing within a +/- 5% margin of error within each other.
- Processing final formats from raw-data files
- Initial QA/QC of final reports—ensuring that there are no gaps in the dataset, volumes are balanced throughout the duration of the study and speeds align with the study corridor
- Handoff to Final QA/QC Team

#### FINAL QA/QC ROLE & RESPONSIBILITIES

- Complete the final QA/QC of all deliverable data
- Ensuring correct file naming
- Ensuring correct GPS coordinates have been collected
- Performing quality assurance checks of the data itself



# **Team Overview**

The IDAX team is comprised of highly qualified transportation professionals who will ensure that your experience is nothing less than excellent. We value the Integrity of our work, we hold ourselves accountable for providing high quality reporting, and we pride ourselves on open, transparent, timely communication. Our team understands that data collection is an integral part of planning for the growth of our communities and we will work closely with the City of Redmond to build a comprehensive plan so that your team will get the data you need, on time, and within budget.

## Our Communication Methodology

Customer Service, responsiveness, and professionalism are paramount in IDAX philosophy. Emails are responded to within an hour, phone calls are answered, and communication is clear and efficient. Our goal is to get the City of Redmond what they need and make the experience as seamless as possible for all staff. By tuning into our proprietary application, the City will have the ability to track our progress as we deploy and pick up locations, understanding exactly where our sets are at all times.



## **Key Staff**

## Kyle Campbell (Operations Manager, Coordination, Quality Control) - 55% Available

Kyle (Operations Manager) obtained a BA in Geography with a specialization in GIS at Central Washington University in 2014. His experiences in GIS have given him powerful analytical and quality control skills within the transportation industry. As a manager for 6 years at IDAX, he's been part of multiple city-wide collection and on-call efforts throughout the western region of the United States. Including, but not limited to county-wide collection efforts in Benton-Franklin County (2016, 2018, 2020) with 600+ 3-day tube counts and Yakima Valley (2020, 2021) with 200+ 7-day tube counts. He has also been managing on-call contracts and services with the City of Redmond, Seattle, Bellevue, Mercer Island, and Covington since 2015.

## Alex Gayte (Project Manager, Coordination, Data Processing, Quality Control) - 75% Available

Alex (Project Manager) joined IDAX in 2018 and over the last 3 years has quickly taken up multiple roles and responsibility in managing traffic data collection projects. He has successfully completed countless large-scale deployments across the northwest including the City of Tacoma (2018) - 211 24-hour tube counts, City of Bothell (2019) - 104 3-day tube counts, and has been the Project Manager for Benton-Franklin Conference of Governments 600+ 3-day tube counts for 2018 and 2020 efforts. Alongside Kyle, he has been working closely with Redmond, Seattle, Bellevue, Mercer Island, and Covington since 2018. Alex focuses on delivering the best possible client services and he will continue to use his analytical skills to bring accurate and comprehensive data forth to the City.

## Mark Skaggs (Quality Control) - 20% Available

Over the past 20 years, Mark (COO) has established excellent rapport and strong relationships with clients ranging from cities, counties, private companies, and real estate developers across the western region of the United States. Mark has personally conducted and managed countless ADT counts, speed studies, turning movement counts, as well as travel time studies, parking studies, and origin-destination studies. Mark uses a variety of methodologies, and utilizes the latest technologies to conduct efficient studies best suited to the unique needs of each client. As a project manager, Mark has supervised thousands of projects involving ten or more locations. His diverse project experience, attention to detail, and his perspective on best practices gained from working in the field allow Mark to conduct studies efficiently, while maintaining a high level of customer service.



# **Redmond's New Data Storage Solution**

It has become ever more important to understand, organize, and standardize the vast amounts of transportation and mobility data currently available. Beyond data storage, easily accessible and robust reporting is imperative to understand the changing needs of transportation networks.

IDAX has created a data platform that will allow Redmond to access count data collected as part of this project. Within the IDAX platform, users will have access to a properly-governed data warehouse via both API and web interface. Users will be able to cater reports to reflect data in their preferred format or a uniform document that can be distributed across departments. With access to the IDAX platform, users will be able to easily access volume data to help make more informed and data-driven decisions.

Access will be provided to an unlimited number of users within the City at <u>no</u> <u>cost for the duration of the contract</u>. Additional data feeds that could be ingested and stored within the warehouse beyond this project scope including historical counts, travel times, transit data, and additional volume data among others.

NE 95th St





Snyders Corne

- $\Rightarrow$  You Can Store All Your Data in ONE PLACE
- ⇒ You Will Make it Simple for People to Access and Download files <u>INSTANTLY</u>
- ⇒ You Will **<u>SAVE</u>** Time and Money!



18th Ave

oughton NE%0th St

Kirkland

oNE 85th St

ONE 5th St

# **In Conclusion**

Josh,

We would like to thank you for the opportunity to propose on the 2021 Traffic Study Collection and Analysis Contract. We feel that we have the team, the equipment, and the experience to meet any and all of the City's data collection needs. We have valued our relationship with the City since our inception and we appreciate the opportunities that we have had to work with you. We hope to continue to be a preferred provider to the City of Redmond.

If there is anything else that you would like to see or discuss, please feel free to reach out at any time.

Sincerely,

Kyle Campbell



## IFB 10735-21 On-Call Traffic Data Gathering and Analysis

## Attachment A - Bid Submittal Sheet

Company Name:Innovative Data Acquisition, LL	C (IDAX)	Contact Person	:Kyl	e Campbell	
Company Address: 1305 N 30th St					
City: <u>Renton</u>	, State:	WA	_, Zip:	98056	
Phone #: ( <u>425</u> ) <u>213-7345</u> Fax #: (	)	Email: <u>kyle</u> .	campbell@	)idaxdata.com	

We offer this submittal in response to the City's Invitation for Bid. The unit prices provided below are fullyburdened, including direct labor cost, overhead, profit, and any materials. Refer to the Scope of Work (Attachment C) for a description of each item and formats required.

Item	Description	Unit	Estimated Quantity	Price Per Unit	Lump Sum Price
1	Two (2) hour turning movement counts	Each	225	\$ 100	\$ 22,500
2	Eight (8) hour turning movement counts	Each	25	\$ 340	\$ 8,500
3	Three (3) consecutive days of mid- block volume counts	Each	250	<sup>\$</sup> 100	<sup>\$</sup> 25,000
4	Seven (7) consecutive days of mid- block volume count	Each	50	<sup>\$</sup> 225	<sup>\$</sup> 11,250
5	Three (3) consecutive days of mid- block volume count with vehicle classification	Each	50	<sup>\$</sup> 130	\$ 6,500
6	Speed and volume study	Each	100	<sup>\$</sup> 130	<sup>\$</sup> 13,000
7	Two (2) hour pedestrian/bicycle count	Each	50	<sup>\$</sup> 65	<sup>\$</sup> 3,250
8	Twelve (12) hour pedestrian/bicycle count	Each	20	<sup>\$</sup> 320	\$ 6,400
9	Two (2) hour vehicle gap size study	Each	5	<sup>\$</sup> 110	<sup>\$</sup> 550



10	Eight (8) hour origination/destination study	Each	5	\$ 800	\$ 4,000
11	Travel time study	Each	30	<sup>\$</sup> 260	<sup>\$</sup> 7,800
12	24-hour video	Each	2	\$ 400	<sup>\$</sup> 800
Subtotal					\$ 109,550.00
Sales Tax (10.1%)				\$	
					11,064.55
Total Bid					\$
					120,614.55

## References:

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. John Murphy, City of Bellevue, jmurphy@bellevuewa.gov, (425) 452-6967

On-Call Traffic Data Collection since 2013. IDAX has collected over 700 ADT and Speed counts,

over 300 peak hour intervals of TMCs

2. Ashley Rhead, SDOT, ashley.rhead@seattle.gov, (206) 684-7577

On-Call Traffic Data Collection since 2013. IDAX has collected over 700 ADT and Speed counts,

over 1500 peak hour intervals of vehicle TMCs and Pedestrian/Bicycle count

Josh Mueller, City of Redmond, jmueller@redmond.gov, (425) 556-2461

On-Call Traffic Data Collection since 2013. IDAX has collected over 600 ADT Classifications counts,

over 700 peak hour intervals of vehicle TMCs and Pedestrian/Bicycle counts, and over 50 travel time routes

City of Redmond Business License #: <u>RED00056604</u> or \_\_\_\_ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number:



Washington Unified Business Identifier (UBI): <u>603-311-262</u> (<u>http://bls.dor.wa.gov/file.aspx</u>)

Employment Security Dept. Number: 486421-009

State Excise Tax Registration Number: <u>603-311-262</u> (http://bls.dor.wa.gov/taxregistration.aspx)

Industrial Insurance Coverage: <u>381-381-02</u> (http://bls.dor.wa.gov/industrialinsurance.aspx)

The bidder certifies that it is not disqualified/barred from working on any public works programs: Yes - KC (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **<u>either</u>**:

(a) complete training on public works and prevailing wages <u>OR</u>

(b) have experience completing at least three public works projects  $\ensuremath{\text{and}}$  have maintained an active

Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:

Yes - KC

(https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent:

\_\_\_\_\_Date: 6/14/2021



## IFB 10735-21 On-Call Traffic Data Gathering and Analysis

# Attachment B – City Standard Terms and Conditions

#### CITY OF REDMOND PURCHASE ORDER - TERMS & CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS are agreed to by the Supplier ("Seller") whose name appears on the face of this Purchase Order and The City of Redmond ("City"). Seller hereby acknowledges and agrees that these Terms and Conditions shall apply and are hereby incorporated into this purchase order, sales order, request for service, or other agreement between Seller and The City of Redmond under which Seller agrees to provide goods or services. This agreement shall be referred to herein as a "Purchase Order".

1. <u>Independent Contractor</u> - Seller acknowledges that its status vis-à-vis City is that of an independent contractor, not an employee. Seller shall be solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business, payroll, unemployment, property, and income taxes and workers compensation payments). The City shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs its services, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses unless expressly agreed to by City in this Purchase Order.

2. <u>Compliance & Governing Law</u> - The seller shall at all times comply with all applicable state and local laws, rules, ordinances and regulations. This Purchase Order shall be governed by and construed according to the laws of the State of Washington.

3. <u>Seller's Liabilities, Indemnification and Hold Harmless</u> - Seller shall indemnify, defend (or at the City's option), pay the costs and attorney fees of the City incurred in defending, and hold the City, its elected and appointed officials, officers, agents and employees harmless from and against any and all expenses, damages, claims or liabilities (including attorneys fees and costs) for injuries, or sickness or death to persons or damage to property, arising out of any act, error or omission of Seller, its officers, employees, agents, contractors, suppliers, licensees or invitees related to this Purchase order or the goods or services purchased hereunder, provided, however that

(a) Seller's obligation to indemnify, defend (or pay costs of defense) and hold harmless shall not apply to injuries, sickness or death of persons or damage to property which arises out of the sole negligence of the City, its elected or appointed officials, officers, agents, or employees; and
(b) regarding concurrent negligence, shall apply only to the extent of the negligence of seller, its officers, employees, agents, contractors, suppliers, licenses or invitees, and the City, its elected or appointed officials, officers, and the City, its elected or appointed officials, officers, agents or employees.

If requested by City, Seller shall furnish to City a certificate of insurance showing that Seller carries adequate public liability and property damage insurance with insurers suitable to the City, in amounts acceptable to City, and adequate workers' compensation insurance (or evidence of authority to self insure). The failure by Seller to furnish such a certificate of insurance to City will not constitute a waiver of the requirement for such certificate or of any other provision on this Purchase Order.

Seller expressly waives its immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Seller's employees, and expressly agrees that the obligation to indemnify, defend and hold harmless extends to any claim, demand or action brought by or on behalf of any employee of Seller and includes any judgment, award or cost thereof, including attorney fees.

4. <u>Acceptance</u> -Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller.

5. <u>Prices, Terms and Invoices</u> - The prices for the equipment and/or services ordered there under are those specified on the face of this Purchase Order. No charges shall be made for shipping, handling, delivery, taxes or other extras unless specified on this Purchase Order. Payment is contingent upon approval of the equipment and/or services by City. Subject to the foregoing, invoices will be paid within thirty days from receipt of equipment and/or the receipt of invoice for services performed or as specified on this Purchase Order.

6. <u>Packing, Marking and Shipping</u> - (a) Delivery shall be f.o.b. City's destination unless otherwise stated. Seller shall not be entitled to reimbursement of transportation charges unless specified on the face of this Purchase Order. If Seller is entitled to reimbursement of charges, such charges shall be added as a separate item on City's invoice and the receipted freight bill shall be attached thereto.

(b) All shipments shall be marked and packed so as to secure the lowest transportation rates. Shipments shall be routed to the shipping address on this Purchase Order, or as otherwise instructed by the City. Seller shall reimburse City for all expenses incurred by City as a result of improper packing, marking or routing.

(c) A packing slip shall accompany each shipment, enclosed in a package marked "Packing Slip Inside". The Packing Slip and other shipping documents shall bear this Purchase Order number and shipping destination.

7. <u>Premium Shipments</u> - If, because of Seller's failure to meet the delivery requirements of this Purchase Order, City finds it necessary to require shipment of any of the equipment covered by this Purchase Order by a different method of transportation than that originally specified, Seller shall pay the additional shipping, handling and other charges associated therewith.

8. <u>Delivery and Shipping Releases</u> - Delivery dates are specified on the face of this Purchase Order. If not so specified, Seller shall not fabricate any of the equipment covered by this Purchase Order, or procure any of the materials required for their fabrication, or ship any of such equipment to City except to the extent authorized by City in writing. City shall have no responsibility for equipment for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller at Seller's expense. City may from time to time change shipping schedules specified in this Purchase Order or contained in separate written instructions.

9. <u>Inspection</u> - All equipment and services provided under this Purchase Order shall be subject to inspection and testing by the City to the extent practical at times and places including the period and place of manufacture; if any such inspection or test is made on Seller's premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons conducting the test. If any equipment or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, the City shall have the right to reject such equipment or services, retain and correct them at Seller's expense, or require their correction by Seller. Rejected equipment shall be returned to Seller at Seller's risk and Seller shall pay the City for all packing, handling and transportation expenses incurred in connection with the rejected equipment. Records of all inspection work by Seller shall be kept complete and available to the City during the performance of this Purchase Order and for such longer period as may be required by law.

10. <u>WARRANTY</u> - SELLER WARRANTS THAT THE EQUIPMENT COVERED BY THIS PURCHASE ORDER WILL CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTION FURNISHED OR SPECIFIED BY CITY, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP, AND FREE FROM DEFECT. SELLER WARRANTS THAT THE SERVICES, IF ANY, PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A WORKMANLIKE MANNER, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, AND FREE FROM DEFECT. THE WARRANTIES AND REMEDIES PROVIDED FOR IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO THOSE IMPLIED BY LAW AND SHALL EXIST NOTWITHSTANDING THE ACCEPTANCE IN WHOLE OR IN PART BY CITY OF THE EQUIPMENT AND/OR SERVICES.

11. <u>Patents</u>- (a) Seller warrants that the equipment purchased by City under this Purchase Order, and the sale or use of such equipment, alone or in combination with City's other equipment according to City's specifications or recommendations provided to Seller, will not infringe upon any United States or foreign patents, agrees to indemnify and hold harmless City and anyone selling or using any of City's products or services against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Seller shall, upon request of City and at Seller's own expense, defend or assist in the defense of any action which may be brought against City or those selling or using any of City's products or services by reason of any such alleged infringement.

(b) Seller hereby grants to City an express license to repair, rebuild, and relocate and to have repaired, rebuilt and relocated the equipment purchased by City under this Purchase Order.

12. <u>Liens</u> - All equipment to be delivered under this Purchase Order and all property to be returned to City shall be free and clear of any and all liens and encumbrances whatsoever.

13. <u>Taxes</u> - Unless otherwise provided in this Purchase Order, Seller shall be responsible for the payment of all federal, state or local taxes of any nature which arise out of the sale of the equipment or the provision of services there under. Any taxes which are the responsibility of the City there under shall be prepaid by Seller and added as a separate item on the City's invoice.

14. <u>Advertising</u> - The Seller is prohibited, without first obtaining the written consent of City, from and in any manner advertising or publishing the fact that Seller has furnished or contracted to furnish City with the equipment or services in this Purchase Order, nor may Seller operate under or otherwise use the City name or any other trade name or assumed name used by City. Seller shall not disclose any of the terms of this Purchase Order to any third party except as provided by law and/or as may be required to perform there under.

15. <u>Use</u> - The equipment and services contracted for in this Purchase Order are to be for the use of the City, and/or its suppliers. All equipment contracted for may be subjected to further processes of manufacture, combined with any articles, or put to any use whatsoever, by City, or its suppliers, as it or they may elect, and in no event shall any claim for royalty or other additional compensation be made by Seller, by reason of such manufacture, combination or use.

16. <u>Drawings, Specifications and Technical Information</u> - Drawings, data, designs, inventions and other technical, engineering or scientific information supplied by City shall remain City property and shall be returned to City upon completion of this Purchase Order or upon demand. Any information which Seller may disclose to City with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for such Purchase Order, and Seller shall not assert any claim (other than a claim for a patent infringement) against City by reason of City use thereof. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Seller in connection with this Purchase Orders and incorporated in the equipment and services to be delivered there under. Seller shall not supply such design work to any other party without City's written permission.

17. <u>City Property</u> - Any property used by Seller but owned, furnished, charged to, paid for, or provided by City, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of the City subject to removal and inspection by the City at any time without cost or expense to the City. All such property shall be used by Seller only for performance under this Purchase Orders and shall be adequately insured

for the City's protection. Seller shall assume all liability including loss of use for and maintain and repair such property and return the same to the City in good condition, reasonable wear and tear excepted.

18. <u>Excusable Delays</u> - (a) Neither City nor Seller shall be liable for delay in performance there under arising from (1) acts of God or a public enemy, (2) acts of the Government of the United States or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events, or (10) causes or events beyond the control and without the fault or negligence of the City or Seller in failing to perform there under.

(b) In the event of a failure by Seller to perform arising from any of the causes or events set forth in subparagraph (a) of this paragraph, City shall be entitled to obtain equipment or services covered by this Purchase Order elsewhere for the duration of such failure and to reduce, pro tanto the quantity or amount of equipment or services ordered from Seller under all this Purchase Order. Upon cessation of the condition causing the delay in performance, all performance requirements shall resume, unless this Purchase Order has been terminated as provided in paragraph 21.

19. <u>Changes</u> - City may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the equipment and/or services covered by this Purchase Order, (2) the method of shipment and packing and/or (3) the place of delivery. If any such changes affect the time for performance or the cost of manufacturing the equipment or furnishing the services, City shall make an equitable adjustment in the purchase price or the delivery schedule, or both, provided that any claim by Seller for adjustment under this clause must be submitted in writing to City within 30 days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any equipment ordered or services performed under this Purchase Order without the prior written approval of City.

20. <u>Substitutions</u> - No substitutions will be permitted unless mutually agreed to by both parties. Any such substitution shall be in writing and made prior to delivery. If any substitutions are permitted under this order, the market value of the substitute must be of equal or greater value.

21. <u>Termination at Option of City</u> - (a) Performance under this Purchase Order may be terminated by City at its option, in whole or in part at any time with written notice to Seller, notwithstanding the existence with respect to Seller of any of the causes or events specified in Paragraph 18 above.

(b) After receipt of a notice of termination Seller shall, unless otherwise directed by City, immediately terminate the performance of all services and the manufacture and/or shipment of all equipment under this Purchase Order, and shall, unless otherwise directed by City, (1) terminate all orders and subcontracts relating to the performance of the work and settle all claims arising out of such termination, subject to the approval or ratification of City; (2) transfer title and deliver to City (i) all completed equipment which conforms, in quality, to the requirements of this Purchase Order and does not exceed, in quantity, the amount authorized for production by City, and (ii) all reasonable quantities (but not in excess of amounts authorized by City) of work in process and materials produced or acquired to perform there under which are of a type and quality suitable for producing equipment which conforms to the requirements of this Purchase Order and which cannot reasonably be used by Seller in producing equipment for itself or for its other customers; (3) take all action necessary to protect property in Seller's possession in which City has or may acquire an interest; and (4) submit to City promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by City; provided, however, that in the event of failure of Seller to submit its termination claim within such period, City may determine notwithstanding the provisions of subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination and such determination shall be final. No termination claim will be paid where termination was due to a default in the part of the Seller.

(c) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation due Seller for such termination, City, in addition to making prompt payment of amounts due for equipment delivered or services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. Payments made under this subparagraph (c) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

(d) With the consent of City, Seller may retain at an agreed price or sell at an approved price any completed equipment, or any equipment, materials, work in process or other things the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c) above, and will credit or pay the amount so agreed or received as City directs.

(e) The provisions of this paragraph 21 shall not apply if this Purchase Order is terminate by City for the default of Seller pursuant to paragraph 22 hereof.

22. <u>Termination for Default of Seller</u> - Subject to paragraph 18 above, whenever Seller (1) refuses or fails to make deliveries of the equipment or perform services called for in this Purchase Order within the time specified in this Purchase Order or in written instructions issued to Seller, or (2) otherwise defaults in the performance of this Purchase Order, City may terminate this Purchase Order, in whole or in part, effective ten (10) days after mailing of notice of default, unless Seller shall, within such period, cure such default.

23. <u>Effect of Invalidity</u> - The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

24. <u>Remedies</u> - The remedies herein shall be cumulative, and in addition to any other remedies available in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

25. <u>Modification of Purchase Order and Non-Assignment</u> - This Purchase Order, together with any written instruction issued there under, contains the complete and final agreement between City and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon City unless made in writing and signed by the City's authorized representative. Except as provided in this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any equipment or services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that City shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type (including without limitation, rights of setoff, recoupment, and counterclaim), which City could assert against Seller, whether acquired prior or subsequent to such assignment.

26. <u>Notice of Labor Disputes</u> - (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order; Seller shall immediately give notice thereof and all relevant information to the City.

(b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract (including any purchase order) there under as to which a labor dispute may delay the timely performance of this Purchase Order, except that each such subcontract shall provide that in the event any actual or potential labor dispute is delaying or threatens to delay timely performance, the subcontractor shall immediately notify its next higher tier subcontractor, or Seller, as the case may be, of all relevant information.

## City of Redmond, Washington Purchasing Division, M/S: 3NFN 15670 NE 85th Street PO Box 97010 Redmond, WA 98073-9710

## IFB 10735-21 Invitation For Bid

## **On-Call Traffic Data Gathering and Analysis**

The City is currently seeking bids from a qualified firm to provide on-call traffic data gathering and analysis.

## Posting Date: June 4, 2021

## Bids Due: June 21, 2021 at 10:00AM (PST)

The City of Redmond, Washington requests interested parties to submit sealed bids for the above referenced Invitation For Bid (IFB).

## Scope of Work

The City of Redmond (hereinafter referred to as the City) is currently extending an invitation for on-call traffic data gathering and analysis. Bids are to be completed on the Bid Pricing Submittal Sheet (Attachment A). The scope of work for the services is attached (Attachment C) and sample of work order and deliverables (Appendix 1) shall be incorporated into this IFB by this reference.

## Subcontracting:

The City will not allow subcontracting of any kind to be performed on this work.

## Traffic Control

The selected Contractor is responsible for Traffic Control costs. These include, but are not limited to, all costs for traffic control labor including installation and removal of all traffic control devices, flaggers, and spotters; all equipment, materials, and purchases of signs, traffic control devices (cones, barrels, barricades); and preparation and revision of temporary traffic control plans, and incidentals necessary to complete work.

Contractors are required to submit a Traffic Control Plan prior to work, to Tricia Thompson for review and approval. All traffic control plans must conform to the standards set forth by the MUTCD (Manual on Uniform Traffic Control Devices) from the Federal Highway Administration. This manual is available online at the following website: <u>http://mutcd.fhwa.dot.gov/</u>. Traffic Control must also abide by City Specifications, which can be obtained from Yuri Bergeron, 425-556-2752, <u>ybergeron@redmond.gov</u>. Contractors are required to submit a Traffic Control Plan prior to work, to Yuri Bergeron for review and approval.

## Term and Conditions



Attachment 2G Any contract awarded as a result of this solicitation shall be governed by the requirements of this solicitation and the City's Standard Terms and Conditions (Attachment B). No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City. The initial term of any agreement issued from this solicitation is two (2) years with the City reserving the right to extend the contract one (1) additional two-year period. Should the City exercise the option to extend the contract, the City may discuss price adjustment. Any price adjustment will be in accordance with the Bureau of Labor Statistics, Occupational Employment and Wage, All Urban Consumers: Size Class B/C, Transportation Services (<u>data.bls.gov</u>).

## Bid Due Date/Time

**10:00AM (local time) on Monday, June 21, 2021.** The City of Redmond – Purchasing Division must receive bids no later than said date and time. Bids received after such time will be returned unopened. Bids must be emailed to the address below:

## **Bid Submittal Procedures**

- Bidders are to submit their bids in PDF format as an email attachment and send to SecureBids@Redmond.gov – note 25MB file size limit
- Email subject line to include: IFB 10735-21, [On-Call Traffic Data Gathering and Analysis], [Company Name]
- Email body to include the following:
  - o Attached is [Company Name]'s proposal for the [On-Call Traffic Data Gathering and Analysis]
  - Bids due: 06/21/2021, 10:00 a.m.

By submitting a bid, Contractors acknowledge their satisfaction as to the size, scope and location of the work to be performed.

## **Bid Requirements & Format**

- **A. Bid Submission:** The following items must be included in the submittal package to be considered complete and responsive.
  - 1) A one (1) page cover letter
  - 2) A narrative (no more than eight (8) pages in length), which shall contain:
    - a) A description of the firm and its available services
    - b) A description of the firm's ability to meet scope of work requirements, including quality control and assurance processes
    - c) Key staff and their level of availability and responsiveness to provide on-call services to the City
  - 3) Completed Bid Pricing Submittal Sheet (Attachment A)

Bids shall be signed by an authorized authority and submitted on the Bid Pricing Submittal Sheet (Attachment A).

- **B.** Business License: The Vendor is responsible for obtaining and maintaining a City of Redmond Business License (Business Licensing | Redmond, WA) for the duration of the contract.
- C. Right of Way Use Permit: The Vendor will obtain appropriate Right of Way (ROW) use permits (Right-of-



Attachment 2G Way Use Permit | Redmond, WA) and submit traffic control plans for review and approval prior to setting equipment for a given work order.

**D. Insurance:** Successful bidder will upon notification of award, provide a Certificate of Insurance and endorsement naming the City of Redmond as additional insured at not less than the following limits.

General Liability:

Bodily injury each occurrence: \$2,000,000

Property damage, each occurrence: \$2,000,000

## Automobile Liability Limits:

Bodily injury each occurrence: \$1,000,000

Property damage each occurrence \$1,000,000

Workers Compensation:

Statutory limits

## Selection & Award

It is the City's intent to award a purchase agreement to the Vendor, in City's opinion, that best meets the City's selection criteria. Selection criteria shall include, but not be limited to, billing rates and ability to perform quality work in accordance with the required response time. References may be checked as part of the evaluation process. The City of Redmond reserves the right to reject any or all submittals, and to waive any irregularities or information in the evaluation process. This IFB does not obligate the City to pay any costs incurred by respondents in preparation and submission of their proposals, or enter into a contract for expressed or implied services. The City reserves the right to make awards to multiple firms if it is in the best interest of the City. The City does not guarantee that once a contract is approved that work will be assigned to a firm. Specific services assigned under the on-call contract will be authorized by Task Order.

## **Terms and Conditions**

The City reserves the right to amend terms of this IFB to circulate various addenda, or to withdraw the IFB at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- IFB 10735-21
- Attachment A, Bid Pricing Submittal Sheet
- Attachment B, City Standard Terms and Conditions
- Attachment C, Scope of Work
- Appendix 1, Sample Work Order
- Attachment D, Option for Renewal

Any forthcoming purchase order will be in accordance with City of Redmond Standard Terms and Conditions



## ERF Retiree Return-to-Work

Consultant confirms that any staff or subconsultant staff that retired under a Washington State Department of Retirement Systems (DRS) covered plan and will perform work for the City of Redmond must be identified to the City before work commences, per WAC 415-02-325. Those individuals are subject to the same retiree-return-to-work (RRTW) rules as an employee paid through payroll. In addition, Consultant confirms that any staff or subconsultant staff under age 65 who retired using the 2008 Early Retirement Factors (ERF) are subject to stricter return-to-work rules and cannot perform services in any capacity for a DRS-covered employer and continue to receive a benefit.

## Invoicing and Payment

Contractor shall submit monthly invoices to the City in accordance with the rates indicated on the Bid Submittal Sheet (Attachment A). The City will make payment to the Contractor within thirty (30) days after receipt and approval of said invoice(s). Invoices shall be delivered to:

City of Redmond Accounts Payable, M/S: 3SFN P.O. Box 97010 Redmond, WA 98073-9710 accountspayable@redmond.gov

## Public Disclosure Notice

All materials provided by the respondent are subject to State of Washington and applicable County (e.g. King County) public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary must be clearly designated, including page with particular content identified. The City assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. The City will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

## **Cooperative Purchasing**

The City has entered into intergovernmental (interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid price. By submitting an offer, the respondent agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Only those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts



Attachment 2G responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the Contractor or other party contracting to furnish goods or services to the City. The City of Redmond will not accept responsibility for purchase orders issued by other public agencies.

This offer of cooperative purchasing shall be extended by the Contractor to cover the City's contract duration (for any subsequent purchase orders/contracts resulting from this IFB) or 60 days post award (for one-time purchases).

## Non-Collusion

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by Bidder and will not be disclosed by Bidder directly or indirectly to any other bidder or competitor before bids are opened. (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all bids from implicated parties.

## Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

## **Bid Protest**

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the IFB content contact listed below. Bid Protests will not be accepted later than three (3) business days after respondents are notified of award details. The City's Technical Contact and IFB Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process. For Public Works bid protests, the City of Redmond adheres to RCW 39.04.105.

## Americans with Disabilities Act (ADA) Information

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <u>http://redmond.gov/ADA</u> for more information. This material can be made available in an alternate format by contacting the Customer Service Center at <u>info@redmond.gov</u>



## **Title VI Statement**

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <a href="http://redmond.gov/TitleVI">http://redmond.gov/TitleVI</a> for more information.

## **Questions/Inquiries**

Please direct any questions concerning this IFB or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your bid.

MS: 3NFN

## **IFB Content:**

Adam O'Sullivan Sr. Purchasing Agent Email: <u>aosullivan@redmond.gov</u> Tel: 425-556-2199

## **Technical Contact:**

Josh Mueller, Sr. Engineering Technician City of Redmond Planning Email: jmueller@redmond.gov

Tel: 425-556-2461

15670 NE 85<sup>th</sup> Street PO Box 97010 Redmond, WA 98073-9710

MS: 4SPL 18120 NE 76<sup>th</sup> Street PO Box 97010

Redmond, WA 98073-9710



## IFB 10735-21 On-Call Traffic Data Gathering and Analysis

## Attachment A – Bid Submittal Sheet

Company Name:	_ Contact Person:
Company Address:	
City:, Stat	te:, Zip:
Phone #: () Fax #: ()	Email:

We offer this submittal in response to the City's Invitation for Bid. The unit prices provided below are fullyburdened, including direct labor cost, overhead, profit, and any materials. Refer to the Scope of Work (Attachment C) for a description of each item and formats required.

Item	Description	Unit	Estimated Quantity	Price Per Unit	Lump Sum Price
1	Two (2) hour turning movement counts	Each	225	\$	\$
2	Eight (8) hour turning movement counts	Each	25	\$	\$
3	Three (3) consecutive days of mid- block volume counts	Each	250	\$	\$
4	Seven (7) consecutive days of mid- block volume count	Each	50	\$	\$
5	Three (3) consecutive days of mid- block volume count with vehicle classification	Each	50	\$	\$
6	Speed and volume study	Each	100	\$	\$
7	Two (2) hour pedestrian/bicycle count	Each	50	\$	\$
8	Twelve (12) hour pedestrian/bicycle count	Each	20	\$	\$



				Atta	chment 2G
9	Two (2) hour vehicle gap size study	Each	5	\$	\$
10	Eight (8) hour origination/destination study	Each	5	\$	\$
11	Travel time study	Each	30	\$	\$
12	24-hour video	Each	2	\$	\$
Subtotal					\$
Sales Tax (10%)					\$
				Total Bid	\$

## **References:**

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1		
2		
3		
City of Redmond Business License #:	or	_ I/we agree to obtain upon award of this



purchase.

## Washington State Contractor's License Number: \_\_\_\_\_

Washington Unified Business Identifier (UBI): \_\_\_\_\_ (http://bls.dor.wa.gov/file.aspx)

Employment Security Dept. Number: \_\_\_\_\_

State Excise Tax Registration Number: (http://bls.dor.wa.gov/taxregistration.aspx)

Industrial Insurance Coverage:

(http://bls.dor.wa.gov/industrialinsurance.aspx)

The bidder certifies that it is not disqualified/barred from working on any public works programs: (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must either:

(a) complete training on public works and prevailing wages OR

(b) have experience completing at least three public works projects and have maintained an active

Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:

(https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_



## ATTACHMENT C City of Redmond Scope of Work IFB 10735-21 On-Call Traffic Data Gathering and Analysis

#### 1. Objective

The City of Redmond (hereinafter referred to as the City) desires a qualified and experienced firm (hereinafter referred to as the Vendor) to provide on-call traffic data gathering and analysis services. The data collected and analysis performed under this contract will support traffic, pedestrian and bicycle safety programs, transportation planning and other traffic operations functions. Funding for on-call services comes from the City operating budget.

#### 2. General Requirements

#### A. Summary of Scope

The City of Redmond requires a Vendor capable of conducting and completing vehicle, pedestrian and bicycle counts and studies at mid-block, signalized or non-signalized intersection, trailhead and any other location identified by the City. The Vendor will have the ability to conduct data collection at a minimum of ten (10) bi-directional locations simultaneously within a one (1) week period, and deliver complete accurate reports in an electronic format to the City.

The data to be collected is defined by task type and reporting formats to be delivered within the schedule as identified in the Data Collection / Performance Requirements section. All work will conform to the FHWA Traffic Monitoring Guide (www.fhwa.dot.gov/policyinformation/tmguide/).

The Vendor shall furnish all labor, material, tools, equipment, supplies, vehicles and trained personnel/supervisors for on-call services within the response time required by the work order schedule.

Work volume over a two-year period is estimated to be 200 turning movement counts, 250 mid-block volume counts and 100 speed studies. All work is non-exclusive, and on an on-call basis with no guarantee of minimum volume.

#### B. Key Personnel

The Vendor shall assign a primary contact to be identified in the Bid Pricing Submittal Sheet to direct the work assigned by the City. Any changes in the indicated primary contact shall be subject to review and approval by the City.

The City will assign a primary point of contact upon contract agreement. The City point of contact will coordinate directly with the Vendor's primary contact in terms of providing work orders, handling scheduling issues, receiving and acceptable deliverables, and approving payment of invoices.

### 3. Data Collection / Performance Requirements

#### A. Work Orders and Schedule

The City will provide written work orders in PDF format via e-mail (see Sample Work Order in Appendix 1). Each work order shall have a designated and unique task number, which will be used in all subsequent correspondence and billing. The Vendor shall provide written confirmation of all orders via email within 24 hours of receipt excluding weekends and City holidays.

The Vendor shall complete all assigned work orders according to the follow schedule:

### (1) Definition

A completed work order shall be interpreted as completion of all data collection, quality assurance and delivery of final product to the City. Working days shall be interpreted as Monday through Sunday, except for City holidays. The majority of data collection will occur mid-week (Tuesday to Thursday) except for seven (7) day collections and occasional event-related studies.

#### (2) Small Work Orders

(i) Work orders within one (1) to three (3) task locations will be completed within ten (10) working days.

#### (3) Large Work Orders

- (i) Work orders within four (4) to ten (10) task locations will be completed within fifteen (15) working days.
- (ii) Work orders within eleven (11) to twenty (20) task locations will be completed within thirty (30) working days.
- (iii) Work orders within twenty-one (21) to thirty (30) task locations will be completed within forty-five (45) working days.
- (iv) Work orders in excess of thirty (30) task locations will be pro-rated based on the above schedule. For example, the Vendor shall be provided sixty (60) working days to complete a work order having thirty-five (35) task locations.
- (4) Weather
  - (i) Large work orders, such as City-wide turning movement counts that occur on odd years or mid-block counts that occur on even years, will generally be assigned during the spring or fall. Small work orders will generally occur in spring, summer or fall, but can be assigned at any time of the year.
  - (ii) The Vendor shall notify the City in the event of inclement weather that will impact the quality of the count. The City shall coordinate with the Vendor to adjust the schedule appropriately for completion of work.
- (5) Other Delays
  - (i) The Vendor shall notify the City immediately in the event of delays that are beyond the control of the Vendor (for example, unforeseen road closures or detours). The City shall coordinate with the Vendor to adjust the schedule appropriately for completion of work.

### (6) Holidays

Work orders will generally avoid count collection near holidays.

### B. <u>Tasks</u>

The section details the work to be completed by the Vendor and the associated responsibilities of the Vendor to the City for each task. Refer to Sample Raw Data Files and Summary Reports in Appendix 1 for examples of data deliverables. The City shall provide templates for each data product to ensure consistency.

Tasks may include, but are not limited to the following activities. Miscellaneous counts or studies (for example, failure-to-yield studies) may also be ordered, with fees to be negotiated at the time of task order.

#### (1) <u>Two (2) Hour Turning Movement Count</u>

The Vendor shall collect and summarize two (2) hours of fifteen (15) minute increment turning movement counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals, 15-minute totals in all directions, rolling one hour totals, percentage of heavy vehicles, and the peak hour factor.

### (2) Eight (8) Hour Turning Movement Count

The Vendor shall collect and summarize eight (8) hours of fifteen (15) minute increment turning movement counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals, 15-minute totals in all directions, rolling one hour totals, percentage of heavy vehicles, and the peak hour factor.

#### (3) Three (3) Consecutive Days of Mid-Block Volume Count

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

### (4) Seven (7) Consecutive Days of Mid-Block Volume Count

The Vendor shall collect and summarize seven (7) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts from Monday to Sunday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week (Tuesday, Wednesday and Thursday) averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

#### (5) <u>Three (3) Consecutive Days of Mid-Block Volume Count with Vehicle Classification</u>

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

The Vendor shall also provide a vehicle classification report summary based on the FHWA Vehicle Classification scheme. Classification total volumes and average volumes shall be provided for the thirteen (13) classes by one-hour bins, by day and by the entire collection period.

#### (6) Speed and Volume Study

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts and speeds during the mid-week period of Tuesday, Wednesday and Thursday at midblock location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day and calculate speeds. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times. Summary speed range data shall be summarized by speed range in accordance with FHWA guidelines and include daily, total and average percentile speed summaries and speed statistics.

#### (7) Two (2) Hour Pedestrian/Bicycle Count

The Vendor shall collect and summarize two (2) hours of fifteen (15) minute increment volume counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals and 15-minute totals in all directions.

### (8) Twelve (12) Hour Pedestrian/Bicycle Count

The Vendor shall collect and summarize twelve (12) hours of fifteen (15) minute increment volume counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals and 15-minute totals in all directions.

#### (9) Two (2) Hour Vehicle Gap Size Study

The Vendor shall collect and summarize the size and number of gaps in vehicular traffic stream for each direction of traffic based on two (2) hours of data collection on any specific day(s) and time period(s) at intersection or crossing location(s) as identified for the given work order. This task may be performed in conjunction with a turning movement count task in order to determine the critical gap; otherwise, the critical gap time will be provided as part of the work order. Raw counts of adequate gaps will be provided over the 2-hour period and summary data providing totals shall be provided for each direction of traffic.

### (10) Eight (8) Hour Origin-Destination Study

The Vendor shall use video cameras at one origin location and up to eight destination locations to collect vehicle license plate, location, direction, time and vehicle type data at each location during an eight (8) hour period on a specific day as identified for the given work order.

Raw and summary data shall be provided to include the total number of vehicles, heavy vehicles and license plates collected in one-hour bins for each direction of travel. Data will be processed for each vehicle to determine if, where and when the same vehicle appeared at a destination location. If a vehicle appeared at a destination location, the travel time from the origin to the destination will be calculated. Travel times will be provided for each origin-destination pair and summarized for each location based on a template provided by the City.

#### (11) Travel Time Study

The Vendor shall collect vehicle travel time data using one the most cost-effective method (manual, distance measuring instrument or GPS) and the "floating car" driving style along a specified travel corridors from one origin location to one destination. Time will be recorded at pre-defined checkpoints defined by the City.

Data shall be collected with one (1) vehicle during an AM and PM peak period of two (2) or three (3) hours each as identified for a given work order. The Vendor shall conduct as many vehicular trips in each corridor direction as is feasible within each two (2) or three (3) hour period. Time shall be recorded to the nearest minute that each run begins, and each time (to the nearest second) that the vehicle arrives at the next checkpoint, or the time (to the nearest second) that traffic conditions require the vehicle to stop before reaching a checkpoint. Times at each checkpoint shall be entered into a template provided by the City.

### (12) 24-hour Video Data

The Vendor shall use a video camera to collect twenty-four (24) hours of vehicular, pedestrian and/or bicycle traffic at one location as specified by a given work order. The Vendor shall provide the raw video data to the City.

### C. Deliverables

- (1) The data collected by the Vendor will be verified by the City prior to the City's acceptance of the data.
- (2) All completed work products shall be delivered to the City's appointed primary point of contact as detailed in the contract agreement.
- (3) The data provided to the City must be submitted in an electronic format acceptable to the City, as defined below. The City will include the appropriate location identifiers, collection types and deliverables required with each work order.
  - All files provided will use the City's naming convention of [Location Identifier] [End Date of Collection] [Collection Type] (for example, "048S-148A 2017-05-04 VOL").
  - (ii) Raw collection data values will be provided in Microsoft Excel format using the format structure template provided by the City. See Sample Raw Data Files in Appendix 1.
  - (iii) Video feeds will be provided in DVD format in Microsoft-supported video codecs and file formats as approved by the City.
  - (iv) All summary reports will be provided in both PDF and Microsoft Excel formats using a similar format structure shown in the Sample Summary Reports in Appendix 1. Variation in the format structure may be permitted, subject to review and approval in writing and in advance by the City's point of contact.
  - (v) Upon delivery to the City of Redmond, all data becomes the sole property of the City.

#### 4. Base of Measurement

Separate fees shall be established for the twelve (12) tasks identified in the scope of work. Refer to Bid Pricing Submittal Sheet (Attachment A) for detail.

#### 5. Quality Assurance

The Vendor will be notified by the City within fourteen (14) working days of the acceptance or rejection of submitted data.

## A. <u>Quality Data Collection, Equipment and Operation</u>

- (1) The Vendor is responsible for obtaining and maintaining a City of Redmond Business License (<u>www.redmond.gov/35/Business/</u>) for the duration of the contract.
- (2) The Vendor will obtain appropriate Right of Way (ROW) use permits (<u>www.redmond.gov/372/Right-of-Way-Use-Permit/</u>) and submit traffic control plans for review and approval prior to setting equipment.

- (3) Installation and maintenance of cameras, road tubes, traffic collection instrumentation, test vehicles and any other associated equipment is the sole responsibility of the Vendor.
- (4) The Vendor shall test equipment for accuracy and verify that equipment placed into service are in good condition.
- (5) Road tubes, cameras and associated equipment shall be checked during collection periods to ensure that they remain in good working condition and are replaced in the event of failure.

#### B. Quality Data Products

- (1) The Vendor will be responsible for the professional quality, technical accuracy and completeness of all data products.
- (2) The Vendor will be responsible for correcting all errors and omissions in data products. Any data product or study deemed inaccurate or incomplete by the City will be redone at the Vendor's expense.

#### 6. Pricing and Payment

The City will only pay for accurate and complete data products and studies. The City will not pay for partial or inaccurate data (See **5. Quality Assurance** for more details). All data will be reviewed within fourteen (14) working days, and payments will be issued no later than 30 days after data acceptance.

Itemized invoices indicating the City-provided Task Order Number, data, and task activities will be delivered to the traffic counts coordinator as identified in each task order.

## **Transportation Planning and Engineering On-Call Services**

## Attachment D – Option for Renewal

The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

