

**REQUEST FOR PROPOSALS (RFP) 6-1417**

# **ORANGE COUNTY ACTIVE TRANSPORTATION PLAN**



**ORANGE COUNTY TRANSPORTATION AUTHORITY  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
(714) 560-6282**

## **Key RFP Dates**

<b>Issue Date:</b>	<b>September 15, 2016</b>
<b>Pre-Proposal Conference Date:</b>	<b>September 22, 2016</b>
<b>Question Submittal Date:</b>	<b>September 26, 2016</b>
<b>Proposal Submittal Date:</b>	<b>October 12, 2016</b>
<b>Interview Date:</b>	<b>November 9, 2016</b>

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**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 6-1417: “ORANGE COUNTY ACTIVE TRANSPORTATION PLAN”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to develop an active transportation plan to cover all cities in Orange County. The budget for this project is \$350,000 for an 18-month term.

**Proposals must be received in the Authority’s office at or before 2:00 p.m. on October 12, 2016.**

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Donald Herrera, Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Donald Herrera, Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 6-1417, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Consultant Services - Transit Planning
	Consultant Services - Transportation Planning
	Traffic Planning Consulting
Marketing, Advertising & Media Services	Public Relations/Outreach Services

A pre-proposal conference will be held on September 22, 2016, at 4:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established November 9, 2016, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

**SECTION I: INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS****A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on September 22, 2016, at 4:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 103/104. All prospective Offerors are encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

**C. ADDENDA**

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

**D. AUTHORITY CONTACT**

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Donald Herrera, Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5644, Fax: 714.560.5792  
Email: dherrera@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

## **E. CLARIFICATIONS**

### **1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

### **2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on September 26, 2016.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
  - (3) Facsimile: (714) 560-5792.
  - (4) Email: dherrera@octa.net

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than September 28, 2016. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Donald Herrera, Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u> Professional Consulting	<u>Commodity:</u> Consultant Services - Transit Planning Consultant Services - Transportation Planning Traffic Planning Consulting
Marketing, Advertising & Media Services	Public Relations/Outreach Services

Inquiries received after 5:00 p.m. on September 26, 2016 will not be responded to.

**F. SUBMISSION OF PROPOSALS**

**1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 12, 2016.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

**2. Address**

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Donald Herrera, Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Donald Herrera, Contract Administrator**



Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

**3. Identification of Proposals**

Offeror shall submit an **original and 5 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

**4. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**H. JOINT OFFERS**

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**I. TAXES**

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

**J. PROTEST PROCEDURES**

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

**K. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A.

**L. CONFLICT OF INTEREST**

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

**M. CODE OF CONDUCT**

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Donald Herrera, Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

#### **3. Technical Proposal**

##### **a. Qualifications, Related Experience and References of Offeror**

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Please include examples where similar analysis has been conducted to develop goals and objectives, and recommended improvements are based on the policy outline.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Work Plan**

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Suggestions and recommendations for a robust and dynamic community engagement, and methods to expand the reach of the project beyond that experience in many planning studies.
- (7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

**d. Exceptions/Deviations**

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.



#### 4. **Cost and Price Proposal**

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

#### 5. **Appendices**

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

### **B. FORMS**

#### 1. **Campaign Contribution Disclosure Form**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for January 9, 2017.

#### 2. **Status of Past and Present Contracts Form**

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall

have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

**3. Proposal Exceptions and/or Deviations Form**

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

**SECTION III: EVALUATION AND AWARD**

### SECTION III. EVALUATION AND AWARD

#### A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. **Qualifications of the Firm** **25%**  
  
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **25%**  
  
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **30%**  
  
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
4. **Cost and Price** **20%**  
  
 Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

#### B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established November 9, 2016, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Regional Planning and Highways Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

**C. AWARD**

The Authority will evaluate the proposals received and will submit, with approval of the Regional Planning and Highways Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the

Authority must receive it within three (3) business days of notification of the contract award.

**EXHIBIT A: SCOPE OF WORK**

**SCOPE OF WORK:**  
**Orange County Active Transportation Plan**

**INTRODUCTION:**

The Orange County Transportation Authority (OCTA) proposes to develop the first countywide Active Transportation Plan (Plan) which would cover all 35 local jurisdictions. The Plan will evaluate needs, identify and prioritize active transportation recommendations, including all disadvantaged communities within Orange County.

Within Orange County, approximately 10 of the 35 local jurisdictions have recently updated city bicycle master plans, or will have an updated plan by mid-2016. The Plan shall utilize local jurisdiction bikeways recommendations, where available, and shall identify and prioritize bikeway facility improvements by jurisdiction where comprehensive analysis hasn't been prepared. Bikeway planning by OCTA has identified a layer of regional bikeway corridors throughout the County to supplement local bikeways. As of May 2015, a limited number of cities have started or completed a pedestrian master plan, which shall be incorporated into the Plan. The Plan shall analyze and identify priority areas for pedestrian improvements and shall provide local bikeways planning where no recent analysis has been prepared within remaining portions of the county.

Preparation of the Plan will help to address active transportation needs by supporting the development of more sustainable, livable, and efficient walkable communities. The prioritized list of recommendations shall be tied to measurable goals and objectives that shall be developed based on both community input as well as technical analyses throughout the process. The Plan shall provide all the necessary information and analysis required by the state guidelines for Active Transportation Plans. By prioritizing improvements, the Plan shall guide local agency efforts to secure funding and rapidly implement improvements to strengthen the active transportation network. These tangible results shall ultimately help to build momentum for long-term policy changes that shall guide countywide funding and program decisions.

**BACKGROUND:**

Consistent with OCTA's Board of Directors (Board) and Executive strategic initiatives, OCTA has dedicated resources towards improving active transportation within Orange County. Efforts have included a wide mix of support related to funding, planning, and educational and safety campaigns. Key regional planning efforts specific to active transportation include the following:

- Since 1995, the OCTA has developed a Commuter Bikeways Strategic Plan (CBSP) which compiles local jurisdiction bikeways planning into one master document with Bicycle Transportation Account (BTA) compliance. The last update of the CBSP is dated 2009. The provision of one master BTA-compliant document qualified cities to pursue funding for bikeway projects identified in the OCTA-prepared CBSP. The proposed Plan shall update the CBSP by incorporating bikeways planning by all 35 jurisdictions within Orange County and provide a plan that satisfies the Active Transportation Program (ATP) requirements identified in the adopted ATP Guidelines.
- Since 2011, OCTA has advanced the Bikeways Collaborative program which identifies regional bikeway corridors throughout Orange County. Now completed, the Bikeways



Collaborative program identifies approximately 41 regional bikeways (over 500 miles in length) that provide access to key regional destinations across city boundaries.

- While the Bikeways Collaborative program has identified a regional bikeways backbone system, city planning is used to address local issues and develop a bicycle network with greater density. Local agency bikeways planning has occurred with varying priority by Orange County agencies. While a few cities have prepared comprehensive bicycle master plans, bicycle planning in the remaining 25 cities may be limited to brief discussion or a graphic within the General Plan.
- Recognizing that rail ridership is directly affected by first/last mile connections, OCTA developed the Nonmotorized Metrolink Accessibility Strategy in 2013 focused on bicycle and pedestrian access to all eleven existing Orange County Metrolink stations. The Nonmotorized Metrolink Accessibility Strategy developed a master list of improvements to increase first/last mile linkage to the station.
- Through collaboration between OCTA and the Orange County Council of Governments (OCCOG), the Orange County Complete Streets Initiative Design Handbook has been prepared to develop a complete streets guide specific to Orange County.
- In April 2015, the Board directed staff to engage in activities identified in the nine-point Pedestrian Action Plan aimed at improving pedestrian safety countywide. An update on the status of the Pedestrian Action Plan was provided to the Board in December 2015.
- OCTA has taken a lead role in the awareness and promotion of the OC Loop initiative, and assisted agencies in education and encouragement events related to bicycle and pedestrian safety. Implementation projects to complete gaps along the OC Loop continue to be led by local agencies and the County of Orange.
- OCTA is finalizing a GIS-based inventory of sidewalks on all major arterial roadways, local roadways within ½ mile of key transit stations and center, and roadways with bike lanes within Orange County. The inventory provides a baseline of the pedestrian network on key roadways and determines where gaps exist for future use. The GIS-based sidewalk inventory data will be made available to the Consultant selected for this project.

#### **OVERALL PROJECT OBJECTIVES:**

- Replaces CBSP and broadens the document to include pedestrian priority areas for improvements based on data-driven criteria.
- Develop a comprehensive understanding of pedestrian needs and issues
- Prioritize areas for pedestrian improvement based on comprehensive set of criteria
- Engage and solicit input from community stakeholders and agency staff regarding regional pedestrian priorities
- Incorporate local and regional bikeways planning with City-identified prioritized lists
- Develop prioritized list of local bikeways for cities as necessary
- Analyze best practices that can be applied in Orange County
- Provide a toolbox of active transportation guidelines and treatments
- Provide an overview of active transportation funding opportunities
- Encourage demonstration projects and programs targeting prioritized areas
- Provide ATP-compliant master plan for active transportation empowering all Orange County cities for funding pursuits

**SCOPE OF WORK:**

**1. Project Management**

The Consultant shall provide the following services for commencement and administration of the project.

**Task 1.1: Project Kick-off Meeting**

- The Consultant shall develop agenda and materials for a kick-off meeting with OCTA staff to discuss the goals of the project and role of the Consultant. Administrative items will be discussed such as communication protocol, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information. A summary of the meeting shall be provided with key action items identified.

**Task 1.2: Budget and Schedule**

- The Consultant is tasked with completing tasks within budget and schedule. A schedule is required for this scope of work.
- The Consultant is tasked with development of monthly invoices and progress reports for payment and monitoring of the project schedule and budget to ensure key milestones and deliverables are met.

**Task 1.3: Project Team Meetings**

- Monthly Project Manager (PM) status meetings shall occur via telephone (using OCTA conference call phone number) to ensure regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the OCTA Project Manager, External Affairs staff, Government Relations staff, and the Consultant Project Manager. The status meetings shall occur to ensure the project remains on time and within budget, and expectations are defined. The Consultant shall develop the agenda and prepare a summary of monthly meeting notes. The meeting notes should not exceed 2-pages, and will include a defined list of decisions, actions, and responsible party. The duration of this project is assumed to be 18 months, but the Consultant may propose a different schedule.

<b>Task</b>	<b>Deliverable</b>
<i>1.1</i>	<i>Kick-off Meeting Attendance and Notes</i>
<i>1.2</i>	<i>Budget and Schedule, Invoices, Progress Reports (18 Invoices)</i>
<i>1.3</i>	<i>Monthly PM Status Meeting and Meeting Notes (18 Meetings)</i>

**2. Background and Context**

The Consultant shall provide the following services for existing conditions and background review. Similar experiences providing plan review, data analysis, and evaluation of existing and latent demand should be noted in the proposal.

**Task 2.1: Plan Inventory**

- Review OCTA regional planning efforts including the CBSP, Bikeways Collaborative program documents, Nonmotorized Metrolink Accessibility Strategy, the OC Loop Action Plan, the Pedestrian Action Plan, the GIS Sidewalk Inventory, and other multi-modal corridor studies such as the multi-modal Pacific Coast Highway Corridor Study.
- Prepare an inventory of existing (or under preparation) local active transportation plans, pedestrian plans, and/or bikeway plans throughout Orange County. Coordinate with local agencies to determine which active transportation projects have been implemented since preparation of the local plans. Work with local agencies to document past and future expenditures specific to active transportation plans.
- Identify where each local plan provides recommendations and techniques to utilize the five E's of Education, Encouragement, Enforcement, Engineering, and Evaluation (Five E's) to increase walking and bicycling to school, work, and utilitarian trips. Identify where local active transportation plans provide dedicated efforts related to Equity. Coordinate with jurisdictions to document safety, education, and encouragement programs by local jurisdictions, law enforcement agencies, or other stakeholder groups.
- Identify examples of other relevant state, regional, and countywide bicycle and pedestrian plans (not within Orange County). Local agency input (discussed in Community Engagement Task) shall be used to help develop this list. These plans and their components shall be summarized in a matrix to help in identifying common themes. The report shall also include a comparative analysis of performance measures/evaluation criteria and data needs. The Consultant shall provide a technical memorandum summarizing these plans and potential metrics for OCTA review.

**Task 2.2: Existing Conditions**

- Develop socio-demographic analysis related to the need, demand, and potential for walking (e.g. vehicle ownership, gender, age, etc.) using available existing data.
- The Consultant shall evaluate the following:
  - Review of OCTA-prepared GIS inventory of sidewalks and obstructions to travel along sidewalk. The GIS-based sidewalk inventory data shall be made available to the Consultant selected for this project. OCTA has worked to maintain a GIS-based inventory of the existing and planned future bikeways within Orange County, and shall coordinate with local agencies to incorporate updates as appropriate prior to delivery of the GIS files to the Consultant.
  - Available existing bicycle and pedestrian trips collected by local jurisdictions and OCTA, including the 2013/2014 countywide Strava bicycle activity data (provided by OCTA) and bike counts by local jurisdictions where available.
  - The Consultant shall evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians and bicyclists in traffic collisions.
  - The Consultant shall review key destinations within Orange County such as schools, parks, major employment centers, transit centers, tourist destinations, and other regional activity centers. The Consultant shall work with cities to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation travel.

- The Consultant shall provide a technical memorandum summarizing the socio-economic and data review for OCTA review. The mapping for existing conditions analysis needs to consistent with Statewide ATP requirements.

<b>Task</b>	<b>Deliverable</b>
<i>2.1</i>	<i>Plan Inventory Technical Memorandum</i>
<i>2.2</i>	<i>Data Analysis and Mapping Memorandum</i>

### **3. Goals and Objectives**

The Consultant shall provide the following services to develop goals and objectives that provide overarching guidance for the Plan. The proposal should include examples where similar analysis has been conducted to develop goals and objectives, and recommended improvements are based on the policy outline.

#### **Task 3.1: Draft Project Goals and Objectives**

- The Consultant shall develop draft active transportation goals and objectives for local agency and public review. Statewide and regional goals for safety, sustainability, mobility and accessibility, and equity, including those in the Caltrans Smart Mobility 2010 Principles, shall provide a starting point and shall be supplemented to address local context and availability of data. The results of Task 2 shall be used to tailor active transportation goals and objectives for Orange County. The goals and objectives shall be measurable and shall consider metrics utilized by other jurisdictions or in other OCTA regional planning documents.
- The draft goals and objectives shall be presented to the respective technical advisory committees for OCTA and OCCOG, as well as OCTA’s Citizens Advisory Committee (CAC) Bicycle and Pedestrian Subcommittee. Additionally, the Consultant shall present the goals and objectives to community stakeholders for public input as discussed during the community engagement task provided below.

#### **Task 3.2: Final Project Goals and Objectives**

- Based on input received on the draft active transportation goals and objectives, the Consultant shall prepare the final active transportation goals and objectives that shall be used to guide the preparation of ranking criteria to prioritize improvements. The Consultant shall prepare a technical memorandum summarizing agency and public comments and responses.

<b>Task</b>	<b>Deliverable</b>
<i>3.1</i>	<i>Draft Goals and Objectives Development and Presentation</i>
<i>3.2</i>	<i>Final Goals and Objectives, Response to Comments Memorandum</i>

### **4. Community Engagement**

The Consultant shall provide the following services for community engagement to solicit and gain input from agency staff, public stakeholders, and other interested community members. The proposal should include suggestions and recommendations to ensure a robust and dynamic

community engagement, and methods to expand the reach of the project beyond that experience in many planning studies.

**Task 4.1: Local Agency Coordination**

- Coordination with jurisdictional staff throughout Orange County is planned to ensure the project has support by local agencies and helps provide strategic information for implementation. OCTA and the Consultant shall develop a Project Development Team (PDT) to provide a venue for discussion of concepts and solicit input on the Plan. The PDT is expected to be developed through invitations to agency staff and key community members, using a database of contacts from OCTA. Identification of community members for involvement may include members of the OCTA CAC Bicycle and Pedestrian Subcommittee, and local advocates. The PDT is expected to meet 3-5 times throughout the project, initially in person, with subsequent meetings occurring via teleconference. Meetings should be scheduled as appropriate to provide recommendations and solicit input to guide the project.
- Given common desire for increased active transportation, additional stakeholders should be identified for participation in the PDT including representatives from the Orange County Health Care Agency and the Orange County Department of Education. Additional stakeholder groups shall be considered to broaden partnerships and engagement with groups and individuals that are interested in seeing increased walking and bicycling activity countywide.
- The Consultant shall present at a total of three standing OCTA and OCCOG committees to solicit input on applicable aspects of the project such as public engagement strategies, agency needs, and cost estimating:
  - OCTA Technical Advisory Committee – composed of Public Works Directors from each City within Orange County.
  - OCCOG Technical Advisory Committee – composed primarily of planning staff representatives from each City within Orange County.

**Task 4.2: Public Outreach Approach**

- The Consultant shall develop a comprehensive approach to public engagement. Consistent branding and messaging shall be developed for use in various project awareness media (flyers, banners, webpage, etc.). The project team shall consider traditional and dynamic methods to engage the community while considering inclusiveness of many underserved portions of Orange County that may not fully understand the role that OCTA plays in guiding and supporting improvements to active transportation. Communication with various health, safety, walkability, and other interested advocacy organizations shall be ongoing as progress is made toward key project milestones.
- The Consultant shall prepare collateral materials that can be distributed at outreach events and direct community members to provide public input. OCTA is interested in Consultant suggestions to uniquely engage the community, such as experiential art, developing a youth art campaign related to walking and bicycling, or coordinating with cities to develop demonstration events similar to the Go Human Experience Hoover event held in May 2016.

- Materials shall be translated for multilingual audiences as needed. The Consultant shall provide translation of flyers and limited content materials.
- The Consultant shall work with OCTA staff to identify additional advocacy groups that might be interested in shared outcomes associated with the project. While OCTA has worked to develop relationships with advocacy groups countywide, additional input is desired, and may be sought from groups that haven't typically been involved with transportation planning work done by OCTA. Example groups may be focused on healthy food access, social equity, environmental health, air quality, or sustainability topics.
- OCTA can help with public engagement throughout the process via OCTA's existing media including the OCTA website, OCTA bus ads, and the "On the Move" blog. OCTA maintains a bike-topic specific email list of public stakeholders from throughout Orange County. Additionally, OCTA can host a project website within the octa.net domain.
- The Consultant shall be tasked with developing a strategy to facilitate public input for members of the public without internet access. Methods for non-digital public input may include collaboration with advocates, and community groups, mailed collateral, public outreach event participation, and outreach conducted by partner cities and agencies.
- The Consultant shall coordinate with OCTA to identify community festivals or events to attend, promote the project, and solicit input. Participation through a booth at community events has proven useful to engage a broad spectrum of the community attending the community event, and raising awareness of transportation efforts.

**Task 4.3: Community Engagement**

- Public outreach shall include focused discussions with OCTA's CAC Bicycle and Pedestrian Subcommittee, comprised of public members appointed by the Board. Up to three meetings with the OCTA CAC Bicycle and Pedestrian Subcommittee shall be planned, with the goal of soliciting input and gaining insight from the group of citizen appointees who are intimately familiar with OCTA efforts to improve bicycle and pedestrian safety countywide. Given the quarterly OCTA CAC Bicycle and Pedestrian Subcommittee meeting agenda is often full with topics, separate meetings focused on the Plan may be useful to ensure comprehensive discussion with the Subcommittee members. The Consultant shall develop the topics and facilitate discussion at the CAC Bicycle and Pedestrian Subcommittee meetings.
- OCTA staff will provide updates to the Board and the OCCOG Board on the status of the project (as needed). Anticipated presentations will occur at the beginning of the project and near or at final completion to keep elected representatives up to date on the project goals and objectives, results, and community involvement.
- OCTA and local jurisdictions have successfully utilized mapping websites to allow community members to identify and score concepts for improving bicycle and pedestrian networks. Digital media shall be utilized to solicit community input on barriers and challenges, and to provide guidance on desired improvements and concepts. Methods to engage the community continue to evolve, through online surveys, dedicated project websites, mapping tools, and text-based engagement campaigns. The Consultant shall recommend and develop an effective method for digital engagement to gain input online.

The results of online input shall be summarized and provided for consideration in developing recommended pedestrian and bicycle improvements.

- The Consultant shall attend and engage the community at up to five (5) events associated with community festivals, farmers markets, and other events. Attendance at community events may be facilitated through demonstration events to illustrate tactical urbanism concepts. Small pop-up events at a community event may provide a more lively method to solicit input and engage event attendees.

<b>Task</b>	<b>Deliverable</b>
4.1	<i>PDT Presentations (3-5 meetings) Technical Advisory Committee Presentations (3 meetings) Summary of PDT and Agency Staff Input</i>
4.2	<i>Project Branding and Identification, Public Outreach Plan; Copy and graphics for project webpage, social media and blog posts, e-blasts.</i>
4.3	<i>OCTA CAC Bicycle and Pedestrians Subcommittee Presentations (3 meetings), Online Input Tool, Public Outreach Events (5 events), Community Engagement Results Summary Memorandum</i>

## **5. Pedestrian Recommendations**

The Consultant shall provide the following services for identification and prioritization of improvements to the network for people walking and rolling in mobility assistance devices. The proposal should include discussion of similar qualifications and recommendations to enhance upon the identified scope of work.

### **Task 5.1: Pedestrian Priority Area Identification**

- Given a limited number of cities have prepared dedicated pedestrian master plans, the Consultant shall prepare analysis to identify priority areas for pedestrian improvements within Orange County. The Consultant shall identify pedestrian priority areas using evaluation criteria such as collision history, access to regional destinations, current and potential demand, equity, public input, and regional connectivity. Public input shall be reviewed as a potential criterion, based on consideration of the quantity and value of input received. The ranking criteria should be based on the goals and objectives developed for the Plan.
- Coordination with the local jurisdictions shall be required to determine areas that are likely to be considered such as corridors, downtown areas, or areas with concentrated land uses such as near a hospital, employment centers, civic centers, transit center, or other major destination. The ranking criteria shall be utilized to identify up to fifty (50) priority areas where improvements would benefit pedestrian travel.
- The Consultant shall present ranking criteria and draft mapping of pedestrian network improvements to the OCTA and OCCOG Technical Advisory Committees, as well as OCTA’s CAC Bicycle and Pedestrian Subcommittee to seek feedback on locations. The Consultant shall create maps to identify the priority areas for pedestrian-specific

improvements. While this scope does not anticipate identification of a list of project-specific pedestrian improvements, rather, priority areas would be identified to focus and strengthen efforts to lead towards implementation of improvements.

**Task 5.2: Local Pedestrian Project Identification**

- Where city pedestrian network planning and ranking has occurred, the Consultant shall develop a list of projects for inclusion in the Plan. Additionally, the Consultant shall work with city and County staff to include locally desired projects that may not be included within the priority areas. Therefore, locally desired projects for pedestrian improvement shall be included in the Plan for subsequent funding pursuits.

**Task 5.3: Pedestrian Improvements Cost Estimates**

- High-level cost estimates shall be developed for typical pedestrian improvements to position cities for potential funding applications or incorporation into local funding programs. The Consultant shall work with the PDT to develop a locally representative unit cost for treatments. Estimates should include information about capital costs to implement pedestrian projects as well as maintenance costs related to pavement and landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. Consideration of maintenance for pedestrian facilities should include review of American Disabilities Act (ADA) consistency and guidance about review of pavement quality to ensure level surfaces, and address damage related to tree roots, cracking, and displaced pavement.

**Task 5.4: Pedestrian Best Practices Toolkit**

- The Consultant shall research and document various best practices related to 5 E’s efforts to improve pedestrian safety to better inform jurisdictions within Orange County. Best practices should represent a diverse range of pedestrian methods/treatments to address both infrastructure and non-infrastructure needs. Where available, efficacy of the best practices and applicability to cities in Orange County shall be identified. Additionally, the Consultant shall work with local agencies to identify where similar practices and treatments may already be employed within Orange County to provide a local and accessible example.
- The toolkit shall consider efforts to provide inclusiveness in pedestrian planning and safety efforts to address equity in transportation.

<b>Task</b>	<b>Deliverable</b>
5.1	<i>Draft and Revised Pedestrian Project Area Identification</i>
5.2	<i>Locally Desired Projects Identification</i>
5.3	<i>Pedestrian Improvements Cost Estimates</i>
5.4	<i>Pedestrian Best Practices Toolkit</i>

**6. Bikeways Recommendations**

The Consultant shall provide the following services related to the bicycle network within Orange County. The proposal should include discussion of similar qualifications and recommendations to enhance upon the identified scope of work.



**Task 6.1: Local Bikeway Project Identification**

- Where city bikeways network planning and ranking has recently occurred, the Consultant shall utilize that information to avoid replicating work. Given approximately 10 of 35 agencies have prepared dedicated bicycle master plans, roughly two-thirds of the county shall require bikeways analysis to identify, rank, prioritize, and estimate costs for bikeway improvements.
- Where agencies do not have a Bicycle Master Plan, the Consultant shall work with local jurisdictions to develop a list of bikeway recommendations utilizing applicable local planning documents (typically the Circulation Element). Additional bikeways network recommendations shall be determined through agency staff coordination, public input, and technical analysis of gaps and opportunities for connectivity. OCTA will provide the City contact at agencies for discussion related to bikeways planning.
- Mapping of draft bikeway network improvements shall be presented to the respective technical advisory committees for OCTA and OCCOG, as well as OCTA's CAC Bicycle and Pedestrian Subcommittee to seek feedback. The Consultant shall create maps both at county-wide and city-wide levels.

**Task 6.2: Local Bikeway Ranking Criteria**

- Where local agency planning has not already prioritized bikeways project, the Consultant shall develop ranking criteria to evaluate and prioritize future bikeways. Evaluation criteria should be based on the established project goals and objectives. Each criterion shall carry an assigned weight and be presented in matrix format to exhibit how they relate to the goals and objectives. Potential ranking criteria might include collision history, gap closure, connectivity to destinations, cost, public input, and projected usage. Data and analysis tools used to develop the ranking criteria shall be provided to OCTA at project completion. The criteria shall be presented concurrently with recommended improvements to the respective technical advisory committees for OCTA and OCCOG, as well as OCTA's CAC Bicycle and Pedestrian Subcommittee.

**Task 6.3: Local Bikeways Project Prioritization and Cost Estimates**

- The Consultant shall evaluate and rank recommended bikeway projects based on the established criteria. The prioritization shall be developed for each jurisdiction to provide guidance about implementation. Where cities have already developed custom ranking criteria and prioritization in their recently developed bicycle master plans, then the city-developed ranking list shall be incorporated into the Plan.
- The Consultant shall develop high-level cost estimates for each bikeway project to position cities for potential funding applications or incorporation into local funding programs. The Consultant shall work with the PDT to develop a locally representative unit cost for treatments. Estimates should include information about capital costs to implement bikeways projects as well as maintenance costs related to pavement material, landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable.
- An implementation matrix shall be developed for the list of bikeway improvements identifying the lead agency, agencies for coordination, and recommended funding approach. The final detailed analysis and results shall be provided to OCTA at project completion.

**Task 6.4: Regional Bikeways Evaluation**

- At completion, the Bikeways Collaborative program has identified 41 regional bikeways that provide access to key regional destinations across city boundaries. The Consultant shall review the regional bikeways identified through the OCTA led Bikeways Collaborative program and consider opportunities to advance strategic implementation. Strategic efforts may include linking of corridors for greater connectivity, branding opportunities (Mountains to Sea Trail, OC Loop, River to River, etc...), and alignment with current local agency efforts.
- During the preparation of the OC Foothills Bikeways Strategy, evaluation of corridors was conducted among various criteria and illustrated using round ideograms known as Harvey Balls. The Consultant shall provide an updated evaluation (including updated cost estimate) by corridor using a uniform set of criteria. Criteria shall be based on that used in the OC Foothills Bikeways Strategy, with any potential changes based on recommendation from the Consultant. The regional bikeways list shall be kept separate from the city local bikeways project list.

**Task 6.5: Bikeways Best Practices Toolkit**

- Bikeway design best practices was prepared for each of the Regional Bikeways Strategies developed by OCTA. The Consultant shall review and update the best practices information as needed accounting for evolving legislation and standardization of infrastructure treatments (bike diversion training, bike signals, green paint usage, Class IV bikeways, etc...). Where available, efficacy of the best practices and applicability to cities in Orange County shall be identified. Topics included in the toolkit should include engineering designs, wayfinding and signage, as well as programmatic concepts such as education, encouragement, enforcement, and evaluation.
- The Consultant shall work with local agencies to identify where similar practices and treatments may already be employed within Orange County to provide a local and accessible example. For example, bike diversion training is offered in the cities of Huntington Beach and Irvine, and green conflict zone paint is utilized at various locations within the City of Santa Ana.
- The toolkit shall consider efforts to provide inclusiveness in bikeways planning and safety efforts to address equity in transportation.

<b>Task</b>	<b>Deliverable</b>
6.1	<i>Local Bikeway Project List and Maps</i>
6.2	<i>Bikeway Ranking Criteria</i>
6.3	<i>Prioritized Local Bikeway Projects and Cost Estimates Memorandum</i>
6.4	<i>Regional Bikeways Evaluation</i>
6.5	<i>Bikeways Best Practices Toolkit</i>

## 7. Active Transportation Plan

### Task 7.1: Funding Source Matrix

- The Consultant shall develop a compiled matrix of funding sources for pursuit of grants to plan and implement active transportation improvements. The funding sources could include local, regional, state, and federal sources, and would include a variety of fund types including transportation, air quality, water quality, health, and sustainability sources. The funding list shall include public and private sources and shall include details on what each funding source can address such as feasibility analysis, environmental review, right-of-way acquisition, final design, construction, and maintenance. The funding list should draw upon extensive work already compiled within the Regional Bikeways Strategies, with updates for recent changes.
  
- The Consultant shall identify the most likely near-term funding sources which considers Federal, State, and local requirements as well as locally adopted policies to determine “likely” funding sources. The information shall include the anticipated schedule for calls, and key information related to match requirements. The funding matrix shall be developed to help guide and position city staff as project priorities evolve at each jurisdiction.

### Task 7.2: ATP Checklist Review

- In order to position cities to pursue future regional, state, and federal funding the Consultant shall document where the Plan addresses the following ATP checklist items related to active transportation plans:
  - The estimated number of existing bicycle trips and pedestrian trips in the plan area, both in absolute numbers and as a percentage of all trips, and the estimated increase in the number of bicycle trips and pedestrian trips resulting from implementation of the plan.
  - The number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians in the plan area, both in absolute numbers and as a percentage of all collisions and injuries, and a goal for collision, serious injury, and fatality reduction after implementation of the plan.
  - A map and description of existing and proposed land use and settlement patterns which must include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, and other destinations.
  - A map and description of existing and proposed bicycle transportation facilities, including a description of bicycle facilities that serve public and private schools and, if appropriate, a description of how the Five E’s shall be used to increase rates of bicycling to school.
  - A map and description of existing and proposed end-of-trip bicycle parking facilities.
  - A description of existing and proposed policies related to bicycle parking in public locations, private parking garages and parking lots and in new commercial and residential developments.
  - A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These must include, but not be limited to, bicycle parking facilities at transit stops, rail and transit terminals, ferry docks and landings, park and ride lots, and provisions for transporting bicyclists and bicycles on transit or rail vehicles or ferry vessels.

- A map and description of existing and proposed pedestrian facilities, including those at major transit hubs and those that serve public and private schools and, if appropriate, a description of how the Five E's shall be used to increase rates of walking to school. Major transit hubs must include, but are not limited to, rail and transit terminals, and ferry docks and landings.
- A description of proposed signage providing way finding along bicycle and pedestrian networks to designated destinations.
- A description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities, including, but not limited to, the maintenance of smooth pavement, ADA level surfaces, freedom from encroaching vegetation, maintenance of traffic control devices including striping and other pavement markings, and lighting.
- A description of bicycle and pedestrian safety, education, and encouragement programs conducted in the area included within the plan, efforts by the law enforcement agency having primary traffic law enforcement responsibility in the area to enforce provisions of the law impacting bicycle and pedestrian safety, and the resulting effect on collisions involving bicyclists and pedestrians.
- A description of the extent of community involvement in development of the plan, including disadvantaged and underserved communities.
- A description of how the Plan has been coordinated with neighboring jurisdictions, including school districts within the plan area, and is consistent with other local or regional transportation, air quality, or energy conservation plans, including, but not limited to, general plans and a Sustainable Community Strategy in a Regional Transportation Plan.
- A description of the projects and programs proposed in the plan and a listing of their priorities for implementation, including the methodology for project prioritization and a proposed timeline for implementation.
- A description of past expenditures for bicycle and pedestrian facilities and programs, and future financial needs for projects and programs that improve safety and convenience for bicyclists and pedestrians in the plan area. Include anticipated revenue sources and potential grant funding for bicycle and pedestrian uses.
- A description of steps necessary to implement the plan and the reporting process that shall be used to keep the adopting agency and community informed of the progress being made in implementing the plan.

**Task 7.3: Draft and Final Report**

- The Consultant shall incorporate results of prior tasks into the countywide Plan. The draft report shall be made available for local agency and public review. Comments on the draft shall be addressed by the Consultant team. The final report shall be published online and promoted through OCTA's various media outlets. The Consultant shall present a summary of the report to the following groups:
  - OCTA Technical Advisory Committee;
  - OCCOG Technical Advisory Committee; and
  - OCTA CAC Bicycle and Pedestrian Subcommittee.

- OCTA will present the results of the effort to the OCTA Board of Directors.

<b>Task</b>	<b>Deliverable</b>
7.1	<i>Funding Source Matrix</i>
7.2	<i>ATP Compliance Checklist</i>
7.3	<i>Draft Report; Response to Comments; Final Report. Presentations of final report (3 presentations)</i>

**EXHIBIT B: PRICE SUMMARY SHEET**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 6-1417**

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

**Effective through July 31, 2018.**

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Firm Fixed Price</u></b>
1	Project Management	\$ _____
2	Background and Context	\$ _____
3	Goals and Objectives	\$ _____
4	Community Engagement	\$ _____
5	Pedestrian Recommendations	\$ _____
6	Bikeways Recommendations	\$ _____
7	Active Transportation Plan	\$ _____
<b>Total Firm-Fixed Price</b>		<b>\$ _____</b>

1. I acknowledge receipt of RFP 6-1417 and Addenda No.(s) \_\_\_\_\_

2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal (Minimum 120)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FACSIMILE # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE OF PERSON \_\_\_\_\_

AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

\_\_\_\_\_

DATE SIGNED \_\_\_\_\_



**EXHIBIT C: PROPOSED AGREEMENT**

**PROPOSED AGREEMENT NO. C-6-1417**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

\_\_\_\_\_

**THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONSULTANT to develop an active transportation plan to cover the cities in Orange County; and

**WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

**WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience, and is capable of performing such services; and

**WHEREAS**, CONSULTANT wishes to perform these services;

**NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT as follows:

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's performance of any terms or conditions of this Agreement shall not be construed as a waiver or

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or  
2 conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.  
3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when  
4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and  
8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

9 **ARTICLE 3. SCOPE OF WORK**

10 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to  
11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this  
12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times  
13 and places designated by AUTHORITY.

14 B. CONSULTANT shall provide the personnel listed below to perform the above-specified  
15 services, which persons are hereby designated as key personnel under this Agreement.

16 **Names** **Functions**

17  
18  
19  
20  
21  
22 C. No person named in paragraph B of this Article, or his/her successor approved by  
23 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or  
24 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should  
25 the services of any key person become no longer available to CONSULTANT, the resume and  
26 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as

possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

**ARTICLE 4. TERM OF AGREEMENT**

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through July 31, 2018, unless earlier terminated or extended as provided in this Agreement.

**ARTICLE 5. PAYMENT**

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONSULTANT on a firm fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm fixed payment to CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any CONSULTANT expenses not approved by AUTHORITY, including, but not limited to reimbursement for local meals.

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Project Management	.00
2	Background and Context	.00
3	Goals and Objectives	.00
4	Community Engagement	.00
5	Pedestrian Recommendations	.00
6	Bikeways Recommendations	.00
7	Active Transportation Plan	<u>.00</u>
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b><u>.00</u></b>

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in

1 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted  
2 by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by  
3 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to  
4 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has  
5 documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required  
6 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's  
7 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when  
8 AUTHORITY's release of the retention described in paragraph D.

9 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations  
10 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice  
11 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall  
12 be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY  
13 elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY  
14 elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of  
15 completion of such audit in an amount reflecting any adjustment required by such audit. During the term  
16 of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a portion of the  
17 retained amount based on CONSULTANT's satisfactory completion of certain milestones.  
18 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with ARTICLE  
19 5.

20 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in  
21 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices  
22 electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice  
23 shall be accompanied by the monthly progress report specified in paragraph C of this Article.  
24 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each  
25 invoice. Each invoice shall include the following information:

26 /

- 1           1.       Agreement No. C-6-1417;
- 2           2.       Specify the task number for which payment is being requested;
- 3           3.       The time period covered by the invoice;
- 4           4.       Total monthly invoice (including project-to-date cumulative invoice amount); and
- 5 retention;
- 6           5.       Monthly Progress Report;
- 7           6.       Certification signed by the CONSULTANT or his/her designated alternate that a)
- 8 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
- 9 information included with the invoice is true, complete and correct in all material respects; c) All payments
- 10 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
- 11 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
- 12 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
- 13 subcontractor or supplier unless so identified on the invoice.
- 14           7.       Any other information as agreed or requested by AUTHORITY to substantiate the
- 15 validity of an invoice.

16           **ARTICLE 6. MAXIMUM OBLIGATION**

17           Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and

18 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including

19 obligation for CONSULTANT's profit) shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00) which

20 shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs

21 arising from, or due to termination of, this Agreement.

22           **ARTICLE 7. NOTICES**

23           All notices hereunder and communications regarding the interpretation of the terms of this

24 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing

25 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and

26 addressed as follows:

1 To CONSULTANT:

To AUTHORITY:

2 Orange County Transportation Authority

3 550 South Main Street

4 P.O. Box 14184

5 Orange, CA 92863-1584

6 ATTENTION:

ATTENTION: Donald Herrera

7 Contract Administrator

8 Phone: (714) 560 - 5644

9 Email: dherrer@octa.net

10 **ARTICLE 8. INDEPENDENT CONTRACTOR**

11 CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an  
12 independent contractor. CONSULTANT's personnel performing services under this Agreement shall at  
13 all times be under CONSULTANT's exclusive direction and control and shall be employees of  
14 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and  
15 other amounts due its employees in connection with this Agreement and shall be responsible for all  
16 reports and obligations respecting them, such as social security, income tax withholding, unemployment  
17 compensation, workers' compensation and similar matters.

18 **ARTICLE 9. INSURANCE**

19 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this  
20 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT  
21 shall provide the following insurance coverage:

22 1. Commercial General Liability, to include Products/Completed Operations,  
23 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with  
24 a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

25 2. Automobile Liability Insurance to include owned, hired and non-owned autos with  
26 a combined single limit of \$1,000,000.00 each accident;

1           3.       Workers' Compensation with limits as required by the State of California including  
2 a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

3           4.       Employers' Liability with minimum limits of \$1,000,000.00; and

4           B.       Proof of such coverage, in the form of an insurance company issued policy endorsement and  
5 a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any  
6 work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from  
7 the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents  
8 designated as additional insured on the general and automobile liability. Such insurance shall be primary  
9 and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

10          C.       CONSULTANT shall include on the face of the Certificate of Insurance the Agreement  
11 Number C-6-1417; and, the Contract Administrator's Name, Donald Herrera.

12          D.       CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall  
13 maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

14          E.       CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or  
15 cancellation of any required insurance policies.

16           **ARTICLE 10. ORDER OF PRECEDENCE**

17           Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

18           (1) the provisions of this Agreement, including all exhibits; (2) the provisions of  
19 RFP 6-1417; (3) CONSULTANT's proposal dated ; (4) all other documents, if any, cited herein or  
20 incorporated by reference.

21           **ARTICLE 11. CHANGES**

22           By written notice or order, AUTHORITY may, from time to time, order work suspension and/or  
23 make changes in the general scope of this Agreement, including, but not limited to, the services furnished  
24 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or  
25 change causes an increase or decrease in the price of this Agreement, or in the time required for its  
26 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for



1 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an  
2 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT  
3 from proceeding immediately with the Agreement as changed.

4 **ARTICLE 12. DISPUTES**

5 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact  
6 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by  
7 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall reduce  
8 the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of  
9 the Director, CAMM, shall be final and conclusive.

10 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with  
11 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
12 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with  
13 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final  
14 the decision of any AUTHORITY official or representative on a question of law, which questions shall be  
15 settled in accordance with the laws of the state of California.

16 **ARTICLE 13. TERMINATION**

17 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,  
18 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT  
19 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY  
20 to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further  
21 claims against AUTHORITY under this Agreement.

22 B. In the event either Party defaults in the performance of any of their obligations under this  
23 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the  
24 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon  
25 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY  
26 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice

1 for work and/or services performed prior to the date of termination. AUTHORITY shall pay  
2 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance  
3 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under  
4 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such  
5 termination.

6 **ARTICLE 14. INDEMNIFICATION**

7 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,  
8 employees and agents from and against any and all claims (including attorneys' fees and reasonable  
9 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to  
10 or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONSULTANT,  
11 its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of  
12 the performance of this Agreement.

13 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

14 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by  
15 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be  
16 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by  
17 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms  
18 and conditions of this Agreement.

19 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of  
20 Work to the parties identified below for the functions described in CONSULTANT's proposal.  
21 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not  
22 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the  
23 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,  
24 employees or sureties for nonpayment by CONSULTANT.

25 /

26 /

Subcontractor Name/Addresses

Subcontractor Amounts

.00  
.00

**ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 17. CONFLICT OF INTEREST**

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

**ARTICLE 18. CODE OF CONDUCT**

CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT agrees to include these requirements in all of its subcontracts.

1           **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

2           CONSULTANT and all subconsultants performing work under this Agreement, shall be  
3 prohibited from concurrently representing or lobbying for any other party competing for a contract with  
4 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such  
5 representation may result in termination of this Agreement.

6           **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

7           CONSULTANT warrants that in the performance of this Agreement, it shall comply with all  
8 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and  
9 regulations promulgated thereunder.

10          **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

11          In connection with its performance under this Agreement, CONSULTANT shall not discriminate  
12 against any employee or applicant for employment because of race, religion, color, sex, age or national  
13 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that  
14 employees are treated during their employment, without regard to their race, religion, color, sex, age or  
15 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,  
16 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other  
17 forms of compensation; and selection for training, including apprenticeship.

18          **ARTICLE 22. PROHIBITED INTERESTS**

19          CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or  
20 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any  
21 interest, direct or indirect, in this Agreement or the proceeds thereof.

22          **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

23          A. The originals of all letters, documents, reports and other products and data produced under  
24 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made  
25 for CONSULTANT's records but shall not be furnished to others without written authorization from  
26 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein

1 shall be retained by AUTHORITY.

2 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,  
3 descriptions, and all other written information submitted to CONSULTANT in connection with the  
4 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any  
5 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
6 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding  
7 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or  
8 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not  
9 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in  
10 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the  
11 express written consent of AUTHORITY.

12 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be  
13 released by CONSULTANT to any other person or agency except after prior written approval by  
14 AUTHORITY, except as necessary for the performance of services under this Agreement. All press  
15 releases, including graphic display information to be published in newspapers, magazines, etc., are to be  
16 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

17 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

18 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright  
19 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim  
20 or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement  
21 or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any  
22 presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages  
23 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of  
24 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the  
25 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results  
26 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes

1 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination  
2 with other material not provided by CONSULTANT when such use in combination infringes upon an  
3 existing U.S. letters patent or copyright.

4 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all  
5 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY  
6 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to  
7 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at  
8 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,  
9 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell  
10 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and  
11 copyright indemnity thereto.

12 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

13 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,  
14 photographs, tapes, software, software design documents, including without limitation source code,  
15 binary code, all media, technical documentation and user documentation, photoprints and other graphic  
16 information required to be furnished under this Agreement, shall be AUTHORITY's property upon  
17 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction  
18 except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no  
19 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject  
20 to the provisions of the Freedom of Information Act, 5 USC 552.

21 B. It is expressly understood that any title to preliminary technical data is not passed to  
22 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,  
23 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the  
24 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given  
25 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to  
26 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be

1 negotiated for all preliminary data.

2 **ARTICLE 26. FORCE MAJEURE**

3 Either party shall be excused from performing its obligations under this Agreement during the time  
4 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,  
5 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,  
6 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or  
7 omission by the other party; when satisfactory evidence of such cause is presented to the other party,  
8 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to  
9 the fault or negligence of the party not performing.

10 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

11 CONSULTANT shall comply with all the requirements set forth in Exhibit F, Level 1 Safety  
12 Specifications.

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This Agreement shall be made effective upon execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-1417 to be executed on the date first above written.

**CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Darrell Johnson  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

James M. Donich  
General Counsel

APPROVED:

By \_\_\_\_\_

Kia Mortazavi  
Executive Director, Planning

Date \_\_\_\_\_



**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Project Award Date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b>	
<b>(2) Summary and Status of contract:</b>	
<b>(3) Summary and Status of action identified in (1):</b>	
<b>(4) Reason for termination, if applicable:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Title

Last Rev. 08/26/2015

**EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

\_\_\_\_\_

Is Contributor:

- the Prime Contractor Yes\_\_\_ No \_\_\_
- Subcontractor Yes\_\_\_ No \_\_\_
- Agent/Lobbyist hired by Prime  
to represent the Prime in this RFP Yes\_\_\_ No \_\_\_

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

\_\_\_\_\_

Board Member(s) to whom you and/or agent/lobbyist made campaign contributions and the dates of contribution(s) in the preceding 12 months. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Lori Donchak, Chair**

**Michael Hennessey, Vice Chairman**

**Lisa Bartlett, Director**

**Andrew Do, Director**

**Steve Jones, Director**

**Jim Katapodis, Director**

**Jeff Lalloway, Director**

**Gary Miller, Director**

**Al Murray, Director**

**Shawn Nelson, Director**

**Miguel Pulido, Director**

**Tim Shaw, Director**

**Todd Spitzer, Director**

**Michelle Steel, Director**

**Tom Tait, Director**

**Frank Ury, Director**

**Greg Winterbottom, Director**

**EXHIBIT F: LEVEL 1 SAFETY SPECIFICATIONS**



## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Orange County Transportation Authority (Authority) health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority's HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

#### 1.2 INJURY AND ILLNESS PREVENTION PLAN

- A. The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with CCR Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

- B. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.

### 1.3 HAZARD COMMUNICATION

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

### 1.4 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
  - 1. Damage to Authority property (or incidents involving third party property damage);
  - 2. Reportable and/or Recordable injuries (as defined by the U.S. Occupational Safety and Health Administration);
  - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to Authority.

**1.5 PERSONAL PROTECTIVE EQUIPMENT**

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

**1.6 REFERENCES**

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Authority Construction Management Procedures Manual
- E. Authority Yard Safety Rules

**END OF SECTION**

**EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: \_\_\_\_\_

RFP No.: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

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Rationale for Requesting Deviation or Exception:

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Area Below Reserved for Authority Use Only:
