



HARRIS COUNTY, TEXAS

Office of Management and Budget 1001 Preston; Suite 500 Houston, TX 77002 713-274-1135

Grants Coordination Section - Conveyance Form

Application

Award

☐☒

Department Name / Number

DUNs

Grant Title

Commissioner, Pct 2 - 102	Not Applicable	Bay Area Bicycle and Pedestrian Safety Plan
Funding Source: Houston-Galveston Area Council: CFDA# N/A	Grant Agency: Houston-Galveston Area Council	
Program Year: 1 st	Program Ending:	
Grant Begin Date: 01/01/2023	Grant End Date: 12/31/2023	
Grant Org. Key:	If applicable, Prior Year Org. Key: N/A	

Grant Description:

Funded by the Houston-Galveston Area Council, this non-cash grant provides in-kind labor and project management as part of a Unified Planning Work Program required by the Federal Highway and Federal Transit Administrations.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	\$0.00	\$0.00	\$0.00
Non-Labor	\$227,126.00	\$177,126.00	\$50,000.00
Sub Tot. Incremental Cost	\$227,126.00	\$177,126.00	\$50,000.00
Indirect Cost	\$0.00	\$0.00	\$0.00*
TOTALS	\$227,126.00	\$177,126.00	\$50,000.00

* under development

Full Time Equivalent Positions

0.00

Date Guidelines are Available

% of Positions Paid by Grant

0.00 %

Grant Submittal Deadline Date

10/13/2022

Grant Discussion:

This non-cash award represents an opportunity for the Precinct to work with H-GAC on developing a regional bicycle and pedestrian safety plan for the Bay Area. H-GAC will provide personnel, data, project management, and the resources of a consultant to conduct public meetings and provide analysis, with an estimated value of \$177,126. Precinct 2 will pay a match of \$50,000 in addition, which can be in the form of transportation credits. The Precinct will help with project development and implementation, ultimately bringing to finished project to Commissioners Court for review and approval.

County Funded Cost Projection

Year	Required	Discretionary
2023	37,500.00	-
2024	12,500.00	-
2025	-	-
2026	-	-
2027	-	-

Completed by :

Cadow, Eric

Date :

1/25/2023

Reviewed by :

Date :

1/25/23

ORDER OF COMMISSIONERS COURT
Authorizing execution of an interlocal agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2023 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN
HARRIS COUNTY AND
HOUSTON-GALVESTON AREA COUNCIL**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the Interlocal Agreement between Harris County and Houston-Galveston Area Council; for a study in support of the Bay Area Bicycle and Pedestrian Safety Plan; for a not-to-exceed amount of Fifty Thousand and No/Dollars (\$50,000.00) in appropriated funds; under the terms and conditions specified in the Interlocal Agreement. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Intergovernmental Agreement - Interlocal - Harris County, TX - Transportation - ID: 9427

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the Harris County, TX, (the Local Government Authority) having its principal place of business at 1001 Preston St, Suite 800. These entities are hereby defined as the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a regional planning commission operating under Chapter 391 Texas Local Government Code;

WHEREAS, H-GAC, in partnership with the Texas Department of Transportation (TxDOT) and other regional stakeholders, is planning to conduct a Transportation Study as detailed further in the attached Scope of Work document and included as Attachment A herein;

WHEREAS, the Local Government Authority has agreed to participate in the study or plan as detailed in the attached Scope of Work document,

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and the Local Government Authority are authorized to enter into agreements to perform governmental functions and services, and under Texas Local Government Code § 391.005, H-GAC and the Local Government Authority are authorized to contract together for H-GAC to perform certain services for the Local Government Authority.

NOW, THEREFORE, H-GAC and the Local Government Authority do hereby agree as follows:

Article 1: Legal Authority

Both Parties mutually agree that they each possess adequate legal authority to enter into this Agreement. The Local Government Authority warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect the Local Government Authority’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant,

Article 2: Applicable Laws

H-GAC and the Harris County, TX agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

Article 3: Performance Period

This Agreement shall be performed during the period which begins 01/01/23 and ends 12/31/23. All services and/or deliverables under this Agreement must be rendered within this performance period unless extended by mutual consent through a written amendment to this Agreement.

Article 4: Whole Agreement

This Interlocal Agreement and attachments, as provided herein, constitute the complete Agreement between the Parties hereto, and supersedes any and all oral and written agreements between the Parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the Parties.

Article 5: Independent Parties

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government, or vice versa.

Article 6: Party Liability

Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the other Party in connection with the Agreement, and the Parties covenants and agree, to the extent permitted by law, that each shall be solely responsible for, and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the Agreement.

Article 7: Scope of Services

The work to be performed by the H-GAC and Harris County, TX is detailed further in the Scope of Work, Attachment A, included herein with this Agreement.

Article 8: Payment

If applicable, the Local Government Authority agrees to provide a contribution of \$50,000.00 as detailed further in the attached Budget document. If applicable, a Local Match will be provided in the form of Transportation Development Credits (TDCs), as approved by the H-GAC Transportation Policy Council and detailed further in the Budget attachment to this Agreement. Any payment or funding claimed under this agreement shall be paid only under the specific terms set forth in the Scope of Work and Budget. As per the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available

Article 9: Retention of Records

The Harris County, TX and H-GAC shall maintain all records pertinent to this Agreement, and all other financial, programmatic, statistical, property, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

Article 10: Audit

Notwithstanding any other audit requirement, H-GAC and Harris County, TX agree that expenditures of cumulative state or federal funds exceeding seven-hundred fifty thousand dollars (\$750,000.00) in a fiscal year shall be subjected to audit in compliance with 2 CFR 200.

Article 11: Amendments

Any changes in the Agreement provisions or obligations of the parties hereto shall be enacted by written amendment and executed by both parties.

Article 12: Termination Procedures

The H-GAC and Harris County, TX acknowledge that this Agreement may be terminated for Convenience or Default.

A. Convenience

Either Party may terminate this Agreement at any time, in whole or in part, with or without cause, whenever the Parties determines that for any reason such termination is in the best interest, and by providing written notice by certified mail to the other Party. Upon receipt of notice of termination, all services hereunder shall cease to the extent specified in the notice of termination.

Either Party may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to the other Party via certified mail. Neither Party may give notice of cancellation after it has received notice of default from the other Party.

B. Default

In the event of default, this Agreement may be terminated for the following scenarios:

- (1) If the performing Party fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the performing Party fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances the performing Party does not cure such failure within a period of ten (10) business days (or such longer period of time as may be authorized and agreed upon by the Parties in writing) after receiving written notice by certified mail of default.

Article 13: Severability

The Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 14: Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the performing party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of force majeure, the affected Party must provide the other Party written notice of force majeure and the estimated impact to performance of this Agreement.

Article 15: Ownership of Material

Except as may be specified in the Special Provisions (if applicable) and Scope of Work, all data, reports, research, etc., developed by the performing Party as a part of its work under this Agreement, shall be shared with the other Party upon completion of this Agreement, or in the event of termination or

cancellation hereof. All such data and material shall be furnished by the performing Party at no charge and upon request and in the format specified.

Article 16: Subcontracting

If Harris County, TX uses subcontractors, Harris County, TX shall apply the terms and conditions indicated in this Agreement and the Scope of Work to any subcontracted work. Harris County, TX shall at all times be responsible for the performance of its subcontractors. No term or agreement of Harris County, TX agreement with any Subcontractor shall alter the terms and conditions of this Agreement. Harris County, TX remain responsible for the work of its subcontractors.

Article 17: Federal Compliance

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 18: Texas Public Information Act

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code. §§ 552.001 *et seq.*, as amended (the "Act"). Since both Parties are subject to the Act, each shall be entitled to release any and all information necessary to comply with Texas law without the prior written consent of the other. In the event a Party to this Agreement receives a written request for information pursuant to the Act that affects one rights, title to, or interest in any information or data or a part thereof under this Agreement, then the Party receiving the request shall promptly notify the other Party to this Agreement of such request. The Party receiving the request may, at its own option and

expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Party receiving the request is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The Party receiving the request solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Article 19: Universal Identifier and System for Award Management (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. The Local Government Authority understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

Article 20: Procurement of Recovered Materials

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Local Government Authority must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Article 21: Fraud, Waste or Abuse Hotline

H-GAC shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all

suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

Article 22: Definitions

Unless otherwise stated in this Agreement, words which have well-known technical, or industry meanings are used in accordance with such recognized meaning.

Article 23: Choice of Law - Venue

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

Signatures

This Agreement, in duplicate originals, has been executed by the Parties hereto as follows:

Harris County, TX

Signature

Name Lina Hidalgo

Title Harris County Judge

Date

DocuSigned by:

Thomas Petty

1796DB45C7E244F...

Thomas Petty

Assistant County Attorney

1/12/2023

H-GAC

Signature

DocuSigned by:

Chuck Wemple

82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 1/12/2023

PART II – SCOPE OF WORK/SPECIFICATIONS

H-GAC is partnering with Harris County Precinct 2 (“Local Sponsor”) to conduct this planning project. H-GAC will oversee the project management tasks, develop the project public involvement plan, and carry out the public involvement process with the assistance of the Contractor, whom will be expected to complete the tasks outlined.

Key Personnel Requirements

Contractor is required to have knowledge and expertise in the following areas:

- Ability to collect, analyze, and represent data
- Ability and experience to conduct effective and inclusive public engagement
- Up-to-date knowledge of pedestrian and bicycle planning best practices and tools
- Experience of successful similar projects in comparable scale
- Ability to plan and design a quality, well-lit, walkable and bike friendly trail that has sidewalk connections to neighborhoods, schools, and activity centers
- Ability to develop planning level cost estimates and identify funding opportunities
- Ability to develop a well-defined implementation plan
- Ability to create renderings and other visualizations for site plan
- Team members that are experienced in software needed to complete the tasks and are proficient in professional writing
- Team members that are proficient in writing and speaking in both English and Spanish

Task 1: Existing Condition Assessment

Collect any data necessary to evaluate existing conditions and identify barriers located within and adjacent to the project study area. The existing conditions analysis will include, but not be limited to:

- Existing characteristics of the project area including demographics profile, land use, socio-economic and daytime population component
- Equity analysis using H-GAC’s [Regional Equity Tool](#), to identify vulnerable populations and their needs
- Public health and other behavior data related to active transportation
- Existing condition, level of service, and inventory of streets and bike and pedestrian facilities
- Traffic counts including vehicular, pedestrian and bicycle counts, peak hour volume, trip patterns, origins, destinations, types of trips
- Crash data and map, differentiated by type of crash
- Current and future transit access
- Existing rights of way study
- Existing connectivity analysis includes inter-modal, multi-modal and circulation between identified Origins and Destinations
- Flood hazard zone, drainage and other environmental analysis that might interfere with active transportation infrastructure in the project area if available

The existing conditions assessment also needs to account for previous and ongoing planning efforts as well as recent and ongoing construction projects in the study area. The Contractor team will work with the Local Sponsor and H-GAC to develop this list.

Task 1 Deliverables

- Existing Condition Assessment and findings presentations in PowerPoint
- Existing Conditions Assessment report in PDF
- Site photos, maps and graphics that showing the results of existing condition analysis
- GIS data package and other data used during the exiting condition report (other data might include PowerPoint, PNG, etc.,)

Task 2: Public Involvement

The study will include a Public Involvement Plan developed by the Houston-Galveston Area Council prior to the start of the project. The Public Involvement process will be organized and lead by H-GAC, and the Contractor will complete the tasks to support the Public Involvement process. The Public Involvement Plan will identify a steering committee to lead the direction of the Study. The steering committee members will be a group of stakeholders identified by the Local Sponsor and H-GAC, and resident representatives who live in the project area and voluntarily sign up at the first public meeting. The Contractor's tasks will include, but not be limited to:

- Facilitate and present at two (2) public meetings in open house format
- Facilitate and present at multiple neighborhood meetings
- Facilitate and present at 3-5 steering committee meetings
- Organize and facilitate multiple walking and biking tour audits in identified corridors to engage the public and identify physical barriers and issues
- Create an online survey and an interactive mapping survey tool or combined if possible and adapt to print versions as needed
- Provide mid-term focus-group outreach to fill the gaps of public involvement. Outreach format will be determined later. At a minimum, the Contractor will develop a focus group participant list, reach out through email, and drop off flyers at points of interest, etc.
- Develop project maps, renderings, and project descriptions for public meetings, neighborhood meetings and steering committee meetings and other project information needed for project website
- Organize and analyze qualitative and quantitative data collected from public involvement

The Contractor will present the project milestones to the steering committee after each task for the findings. Additional activities and methods of effectively engaging steering committee members is expected. The Contractor is encouraged to bring innovative engagement ideas and methods beyond the required items described above.

Task 2 Deliverables

- A public involvement report in PDF including strategies used, process, public input, online survey results and findings
- Presentation in PowerPoint or PDF for Steering Committee meetings, neighborhood meetings and public meetings listed above
- An online survey for public input using location-based engagement tool
- Content and materials for public meetings, neighborhood meetings, Steering Committee meetings and walk/bicycle audit.

Task 3: Opportunity Analysis

Conduct an opportunity analysis based on the existing conditions assessment and public involvement input. The opportunity analysis should include both physical and non-physical opportunities that could address the issues identified in Task 1 and 2. The identified opportunities should improve the overall bike and pedestrian safety as well as level of service; enhance bike and pedestrian network as well as multi-modal connectivity; leverage economic development; improve air quality and community health. The opportunity analysis shall include, but not be limited to:

Physical Improvement Opportunities

- Node improvements (e.g., Intersection improvement)
- Linear improvements (e.g., Adding bike lanes)
- Other infrastructure improvements including traffic signals, signage, wayfinding, and speed management, etc.,
- Identify eco-friendly sustainable improvements based on the natural environment (reference to H-GAC's [Strategic Planning page](#))

Non-physical Opportunities

- Funding opportunities
- Partnership opportunities
- Economic development opportunities
- Policy opportunities and others

Task 3 Deliverables

- An opportunity analysis report in PDF
- Maps of opportunities in PDF or PNG and the original files
- Visualization of physical improvement (e.g., intersect illustration, perspective rendering, before and after improvements rendering) in PDF or PNG files

Task 4: Recommendations and Implementations

Conduct a workshop with the Steering Committee and H-GAC to identify, prioritize and phase the opportunities identified in Task 3. The recommendation workshop will utilize the public input as basis and develop a matrix to prioritize the opportunities. To complete this task, the Contractor must prepare each recommendation with elements including:

- Project description
- Implementation year or phase
- Before-and-after improvement perspective rendering
- Conceptual site design and rendering
- Funding opportunities
- Potential partnership opportunities
- Estimated cost of construction (the proposed linear improvement shall be divided into segmented length based on feasibility and independent utility)
- Quantified benefit of improvement, if applicable
- Estimate maintenance cost of physical improvement, if applicable

The recommendation must quantify the benefits of the recommended projects, including bike and pedestrian centric measurement, such as estimated pedestrian and bike usage increase, pedestrian and bike crash reduction, and pedestrian and bike delay reduction. Quantified benefits must also include:

- Increase in pedestrian and bicycle usage and mode share.
- Reduction of bike and pedestrian delay, vehicle miles traveled (VMT), and emission.
- Improvement of economic opportunity, air quality, public health and other benefit that could attribute to the recommendations where possible

Recommendations from the study must be consistent and coordinated with core planning documents identified in Task 1. The implementation must also include a monitoring matrix and tools for H-GAC and the Local Sponsor to document the project progress in the future.

Task 4 Deliverables

- Recommendations and Implementation report in PDF
- Presentation of recommendations in PDF or PowerPoint for Steering Committee meetings, and printed boards for Public Meetings
- GIS data, perspective renderings, and graphics data from the recommendations

Task 5: Project Management

Contractor will be provided an H-GAC Project Management Plan (PMP) to identify work responsibilities. After receiving the PMP, the Contractor must prepare a Contractor PMP consisting of project staff and responsibilities, refined schedule with coordinated project milestone dates and communication procedures within thirty (30) days of contract execution. Contractor must prepare monthly invoices and progress reports for the activities performed in the previous month by Contractor and Sub-Contractor and submit to the H-GAC Project Manager by the 1st of each month. Contractor will provide quality control and assurance on all activities and deliverables for the project. Monthly progress reports will include, but not limited to:

- Activities, ongoing or completed, during the reporting period
- Activities planned for the following month
- Problems encountered and remedial actions taken
- Project status report detailing milestones completed and a percentage completed
- Request for information from H-GAC, as needed, to complete work effort
- Electronic copy of invoices, if any

Task 5 Deliverables

- Contractor Project Management Plan (PMP)
- Monthly progress reports
- Attend bi-weekly project progress meetings with H-GAC and Local Sponsor, and other coordination meetings as needed
- Submit the project billing, forms required, and task summary from the previous month by the 1st of each month after contract execution
- Provide meeting summaries for all steering committee and project management meetings
- Executive Summary of the study including reports and appendices from scope of work Tasks 1-4 and all other specific elements
- Flash drive, or other form of data package, containing original files in editable format, including graphics and GIS files (to include .shp, gdb, and. mxd files) acquired and produced

ATTACHMENT A

Bay Area Bike and Pedestrian Safety Plan Tasks and Responsibilities			
<p>H-GAC will be leading the project and contract with a consultant team to complete the planning study. The local sponsor (Harris County Precinct 2) will be providing information needed for the project and assist with the public involvement process. The local sponsor will also work to adopt the recommendations and plan once it's completed. A breakdown of responsibilities for each task is listed below as a guide but not to be limited to the list as needed. It is expressly understood and agreed that the Harris County Precinct 2 has available funds (\$50,000) to meet their maximum obligations hereunder and that the Harris County Precinct 2 shall reserve such funds to fulfill their obligation under this Agreement. Harris County Precinct 2 shall not be obligated to incur additional expense or reserve additional funding beyond the amount identified in Scope of Work - Attachmen A or amendments mutually accepted and executed thereto. It is expressly understood and agreed that the Harris County Precinct 2 shall provide update of project status to H-GAC for Bay Area Bike and Pedestrian Safety Plan Implementation Update.</p>			
	H-GAC	Consultant Team	Harris County Precinct 2
Task 1 Existing Condition Assessment	Provide necessary resources and data needed; Provide input prove methodology and external data	Conduct the existing condition analysis; Present the methods and findings to Steering Committee	Provide information to develop previous, on-going planning and construction projects list; Provide data needed
Task 2 Public Involvement	Develop Public Involvement Plan; Identify project stakeholders; Organize and facilitate all meetings; Develop and manage project website; Disseminate and promote project information and public involvement activities on all H-GAC's communication platforms	Present and facilitate public meetings, Steering Committee meetings, neighborhood meetings, and walking and bicycling audits; Produce content and materials for public meetings, walking bicycling audits, Steering Committee meetings, stakeholder meetings and project website; Present findings of each task, develop engagement strategies, and solicit input at Steering Committee meetings, neighborhood meeting and public meetings; Develop interactive location-based survey, could be separate interactive mapping and survey or combined in one if application allows; Conduct mid-term outreach based on the survey responses. This will include developing a gap focus group list and conducting boots on the ground flyer drop off or email outreach as needed; Analyze qualitative and quantitative data collected from public involvement process and visualize the results	Provide information of potential stakeholders and candidates for Steering Committee; Disseminate information through the precinct's communication plat form; Assist with local physical print drop off if needed
Task 3 Opportunity Analysis	Review and provide necessary resource and data needed	Identify improvement opportunities and locations	Review the identified opportunities and provide feedback
Task 4 Recommendations and Implementations	Provide necessary resource and data needed; Set the necessary indicators for priority matrix.	Conduct workshop with Steering Committee to prioritize the recommendations and develop phased implementation plan	Be the advisory body for the Steering Committee and provide necessary local information as needed; assist with implementation plan development, including recommendation lead and allocated funding sources.
Task 5 Project Management	Project management; Review consultant monthly billing; Complete monthly progress reports;	Conduct monthly progress meeting with H-GAC and Local Sponsor; Submit Monthly Billing before the 1st of each month	/
Final product	Present the final product to Transportation Advisory Committee(TAC) and Transportation Policy Council	Submit the digital version of final product to H-GAC	Will go to the commissioner court for adoption

Budget

Bay Area Bike and Pedestrian Safety Plan

Per the Intergovernmental Agreement, Harris County Precinct 2 is willing to contribute up to a maximum amount of \$ 50,000 toward the completion of the Bay Area Bike and Pedestrian Safety Plan.



Bay Area Bicycle and Pedestrian Safety Plan



Pre-Proposal Conference
September 21, 2022

Meet the team



Virginia Virgen
Procurement Coordinator



Shirley Li
Senior Planner

Procurement

EVENT	DATE
QUESTIONS DEADLINE:	Friday, September 23, 2022 @ NOON CST
SHAREFILE ACCESS INVITATION REQUEST DEADLINE:	Wednesday, October 12, 2022 @ NOON CST Requests made after this time will <u>not</u> be accepted.
CLOSING DATE / SUBMISSION DEADLINE:	Thursday, October 13, 2022 @ NOON CST
ESTIMATED BOARD APPROVAL DATE:	Tuesday, December 20, 2022
ESTIMATED CONTRACT START DATE:	January, 2023

Signature Page

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SIGNATURE PAGE

A signature below constitutes acknowledgement and acceptance of all the **Solicitation Terms and Conditions** located at <https://www.h-gac.com/getmedia/d80790aa-ac7c-466e-9849-9a457210da6e/Solicitation-Terms-and-Conditions> and can be downloaded in .pdf for review. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this Solicitation at the time a response is submitted to H-GAC. This Solicitation does not commit H-GAC to award a contract, issue a Purchase Order, or pay any costs incurred in the preparation of a submission to this Solicitation. The submission will become part of H-GAC's official files without any obligation on H-GAC's behalf. All Submissions will be held confidential from all parties other than H-GAC, until after a contract is executed; then submissions become available as public records.

Note: Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded and any total fixed price contained therein will remain firm for a period of one-hundred eighty (180) days following the submission due date and can be further extended by mutual written agreement. **Respondent is REQUIRED to sign this Signature Page and return with the submitted response. An unsigned Submission will be deemed non-responsive.**

Legal Name of Entity/Individual Filed with IRS for this Tax ID Number:

Doing Business As (DBA) Name:

Is Respondent business currently a Certified Small Business (SBA), Minority (MBE) or Disadvantaged (DBE)? Yes ☐ No ☐ If yes, copy of certificate must be attached.

Company Mailing Address and Billing Address (if different from company address):

City, State, Zip Code:

Tax ID Number (EIN):

DUNS Number:

Unique Entity ID (SAM.gov) **REQUIRED (See page 4):**

Contact Person:

Phone Number:

Email Address:

Signature of the person authorized to bind Respondent company to any contract/purchase order that may result from this Solicitation and acknowledgement and acceptance of the full **Solicitation Terms and Conditions** located at <https://www.h-gac.com/getmedia/d80790aa-ac7c-466e-9849-9a457210da6e/Solicitation-Terms-and-Conditions>

Authorized Signature:

Date:

Printed Name:

Title:

Email Address:

All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind the Houston-Galveston Area Council. Only information supplied by a Letter of Clarification and posted to the H-GAC website should be used in preparing submissions. Any Letter of Clarification will be posted on the H-GAC website (<http://www.h-gac.com/procurement>) as soon as available. H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents must frequently check <http://www.h-gac.com/procurement> for updates.

Bay Area Bicycle and Pedestrian Safety Plan
TRN22-13

Page 2

About the program



Special District Studies

Past 10 Years

- Spring Branch-2020
- Greenway Plaza-2016



Local Active Transportation Studies

Awarded in 2022

- Friendswood Master Trail Plan
- Memorial Drive Bike and Pedestrian Study
- Connecting Buffalo East Design Concept Development
- Bay Area Bike and Pedestrian Safety Plan

Projects Status

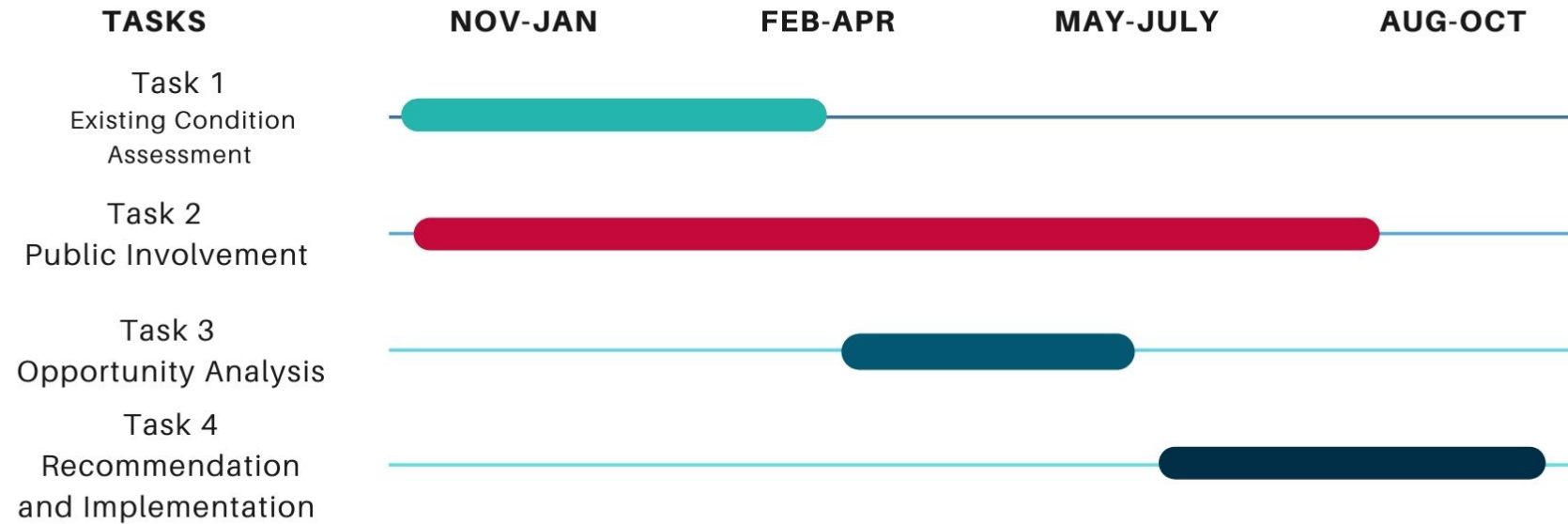


Project Name	Local Sponsor	Funding Source	Current Status	Project Starting Year
Friendswood Trail Master Plan	City of Friendswood	STBG	Developing RFP	2022
Memorial Drive Bike and Pedestrian Study	Energy Corridor Management District	STBG	Developing RFP	2022
Connecting Buffalo East Design Concept Development	Buffalo Bayou Partnership	STBG	Developing RFP	2022
Bay Area Bike and Pedestrian Safety Plan	Harris County Precinct 2	UPWP	Procurement	2022

Project Timeline

Bay Area Bike and Pedestrian Safety Plan

November 2022- October 2023



Project Focuses

- Extensive Public Engagement
- Transportation Safety and Equity
- Quantified Benefits
- Actionable Implementation Plan





Questions?

Procurement

purchasing@h-gac.com