



October 18, 2022

AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

*Service Authority for
Abandoned Vehicles*

**SUBJECT: Request for Proposals (RFP) 2-2796
“Public Outreach for State Route 91 Improvement Project”**

All Offerors:

This letter shall serve as Addendum No. 1 to the above RFP issued by the Orange County Transportation Authority (Authority). Offerors are reminded that the proposal submittal date is at or before **2:00 p.m., November 7, 2022**.

A pre-proposal conference will be held on October 19, 2022 at 10:00 a.m. **VIA TELECONFERENCE ONLY**. Prospective Offerors may call-in using the following credentials:

- [Pre-Proposal Conference MS Teams Link](#)
- OR Call-in Number: +1 916-550-9867
- Conference ID: 531 324 299#

The pre-proposal registration sheet is presented as Attachment A and the presentation is presented as Attachment B to this Addendum No. 1. Attendees are advised to complete the registration sheet (Attachment A) and email it to the undersigned at ideneau@octa.net no later than 5:00 p.m., October 19, 2022.

Offerors are advised of that the following documents have been revised to add language regarding limitation on governmental decisions:

1. Exhibit A, Scope of Work, has been revised and is presented as Attachment C to this Addendum No. 1.
2. Exhibit C, Proposed Agreement, has been revised and is presented as Attachment D to this Addendum No. 1.

Offerors are reminded to acknowledge receipt of this Addendum No. 1 in their transmittal letter and Exhibit B, “Price Summary Sheet.” All changes addressed in this Addendum No. 1 shall be incorporated into the final Agreement.

Questions regarding this Addendum No. 1 should be directed to the undersigned at ideneau@octa.net.

Sincerely,

A handwritten signature in blue ink, reading "Iris Deneau". The signature is fluid and cursive, with the first name "Iris" and last name "Deneau" clearly distinguishable.

Iris Deneau
Senior Contract Administrator
Contracts Administration and Materials Management

PRE-PROPOSAL CONFERENCE REGISTRATION



OCTA RFP #: 2-2796

Date: October 19, 2022

Title: Public Outreach for State Route 91 Improvement Project

1. Company Name: _____

Attendee: _____

Address: _____

City, State Zip: _____

Phone Number: () _____ Registered on CAMM NET? ☐ Yes ☐ No

Prime ☐ Sub ☐ DBE ☐

E-Mail Address: _____

2. Company Name: _____

Attendee: _____

Address: _____

City, State Zip: _____

Phone Number: () _____ Registered on CAMM NET? ☐ Yes ☐ No

Prime ☐ Sub ☐ DBE ☐

E-Mail Address: _____

3. Company Name: _____

Attendee: _____

Address: _____

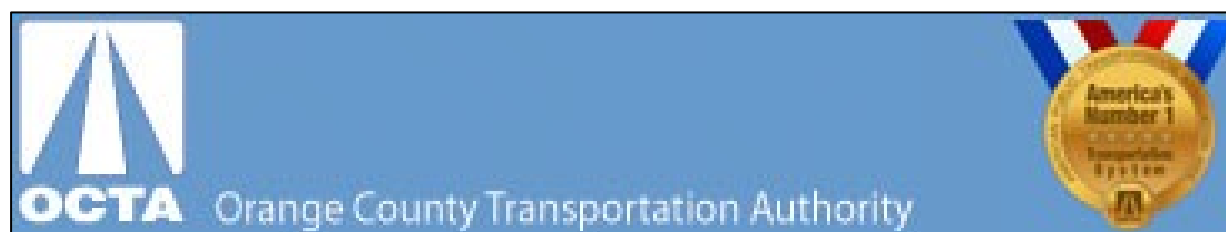
City, State Zip: _____

Phone Number: () _____ Registered on CAMM NET? ☐ Yes ☐ No

Prime ☐ Sub ☐ DBE ☐

E-Mail Address: _____

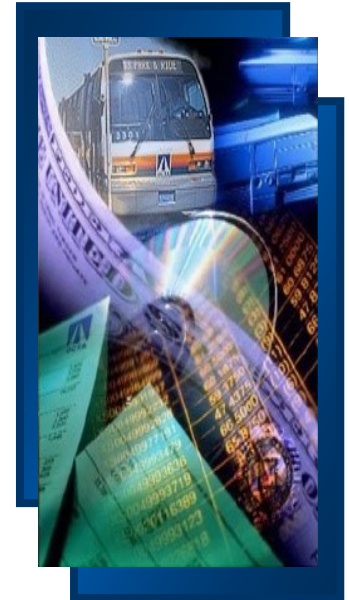
Pre-Proposal Conference for RFP 2-2796: Public Outreach for State Route 91 Improvement Project



Agenda

ATTACHMENT B

- Introductions
- Safety/Emergency Evacuation
- Online Business and Networking Tools
- Key Procurement Information & Dates
- Review of RFP Documents
- Scope of Work
- Questions and Answer



Why register on CAMM NET?

<https://cammnet.octa.net/>

- To receive e-mail notifications of Solicitations, Addenda and Awards
- View and update your vendor profile
- Required for Award

Online Business & Networking Tools ATTACHMENT B

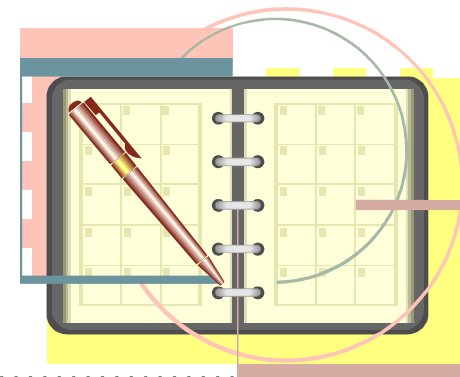
- CAMM NET Connect
 - <https://www.facebook.com/CammnetConnect>
- Working with OCTA
 - <https://cammnet.octa.net/about-us/working/>
- Planholder's List
 - <https://cammnet.octa.net/procurements/planholders-list-selection/>

- How to Submit a Responsive Proposal to an RFP
- Developing a Winning Proposal
 - Both videos available at: <https://cammnet.octa.net/vendor-training/>

Key Procurement Dates

ATTACHMENT B

Written Questions Due:	October 21, 2022
OCTA Responds:	October 26, 2022
Proposals Due:	November 7, 2022, 2:00 p.m.
Interviews:	December 7, 2022
Board of Directors:	February 27, 2023



Key Procurement Information

ATTACHMENT B

- All questions/contact with Authority staff should be directed to Iris Deneau, Senior Contract Administrator
- Next addendum will contain a copy of the Pre-Proposal sign-in sheet
- Award based on prime-sub relationship, not joint ventures
- Contract term is a six (6)-year initial term with an option term of up to thirty-six (36) months.

Guidelines for Written Questions

ATTACHMENT B

- Questions must be submitted directly to Iris Deneau, Senior Contract Administrator, in writing, by: **October 21, 2022, 5:00 p.m.**
- E-mail recommended: idenneau@octa.net
- Any changes Authority makes to procurement documents will be by written addenda only
- Addenda will be issued via CAMM NET
- Today's verbal discussions are non-binding

Next...
Proposal Instructions

Followed by...
Review of Scope of Work

Proposal Submittal Instructions

ATTACHMENT B

- Proposals are due by 2:00 p.m., November 7, 2022
- Proposals are to be submitted to the address specified in the RFP
- Submit **one (1) original copy of proposal** sealed and clearly identified on exterior of package as specified in the RFP.
- Proposers shall also include **one (1) electronic copy** of their submittal package in PDF format on a CD, DVD, or flash drive.
- Proposal package to be clearly marked with RFP number and title

Proposal Submittal Instructions (continued)

ATTACHMENT B

- Authority has the right to:
 - accept or reject any and all proposals;
 - withdraw or cancel the RFP;
 - postpone proposal opening for its own convenience.
- Proposals received are considered public information
- Proposals are not to be copyrighted

- Letter of Transmittal
- Technical Proposal
 - a) Qualifications, related experience and references of Offeror
 - b) Proposed staffing and project organization
 - c) Work plan
 - d) Cost and price
 - e) Exceptions / Deviations (Technical vs. Contractual)

Forms:

- Exhibit D – Status of Past and Present Contracts
- Exhibit E – Campaign Contributions Disclosure Form
- Exhibit F – Safety Specifications (not submitted with proposal)
- Exhibit G – Proposal Exceptions and/or Deviations

Note: Forms excluded from 50-page proposal limit.

Sample Project Budget Spreadsheet

ATTACHMENT B

RFP 6-1393 PUBLIC OUTREACH FOR I-605/Katella Interchange Project
PROJECT BUDGET SPREADSHEET

Company Name: ABC Company						
Project Staff		J. Doe	S. Smith	P. Harris	L. May	Total Hours
Job Function		Project Manager	Community Liaison	Graphic Designer	Account Coordinator	
		Hours	Hours	Hours	Hours	
Tasks						
Task 1: Kick Off Meeting						
1.1	Project Initiation	5	20	1	2	28
1.2	Kick-Off Meeting	2	5	2	2	11
Task 2:						
2.1						
Task 3:						
3.1						
Task 4:						
4.1						
Task 5:						
5.1						
Task 6:						
6.1						
Task 7:						
7.1						
Task 8:						
8.1						
Task 9:						
9.1						
Task 10:						
10.1						
Subtotal		7	25	3	4	39
Other Direct Costs						
Printing						\$ 5,000.00
Postage						\$ 2,000.00
Canvassing						\$ 3,500.00
Advertisement						\$ 3,000.00
					Total ODC	\$ 13,500.00
					Total Project Budget	\$ 145,000.00

- Cost and Price Proposal – Exhibit B
 - Offeror shall submit proposed pricing to provide services described in Exhibit A, Scope of Work.
 - **Offeror shall submit Exhibit B, Price Summary Sheet, as a separate, sealed package from the proposal.**
 - **NO information regarding individual hourly rates shall be mentioned anywhere in the proposal content.**
 - Do NOT alter the Job Functions identified on the form.

Evaluation and Award

- All proposals, timely received, will be evaluated using the following evaluation criteria:

Qualifications of the firm	20%
Staffing and project organization	25%
Work plan	30%
Cost & price	25%

- Evaluation Committee comprised of internal OCTA staff and external members

Evaluation and Award (continued)

- “Short-Listed” firms will be invited to interview
- Interviews are scheduled for **December 7, 2022**
- Offerors are requested to keep this date available

- Award Process
 - Evaluation Committee recommends highest ranking Offeror to the Legislative and Communications (L&C) Committee
 - L&C Committee makes recommendation to Board of Directors (BOD)
 - BOD may accept/reject staff's recommendation
 - All firms submitting a proposal will be notified of award via CAMM NET

Proposed Agreement

ATTACHMENT B

- Proposed Agreement
 - Please review the Proposed Agreement (Exhibit C) so you are aware of the contractual requirements of the solicitation
- Exceptions
 - Any exceptions/deviations must be identified in Exhibit G – Proposal Exceptions and/or Deviations Form and submitted with the proposal



Proposed Agreement

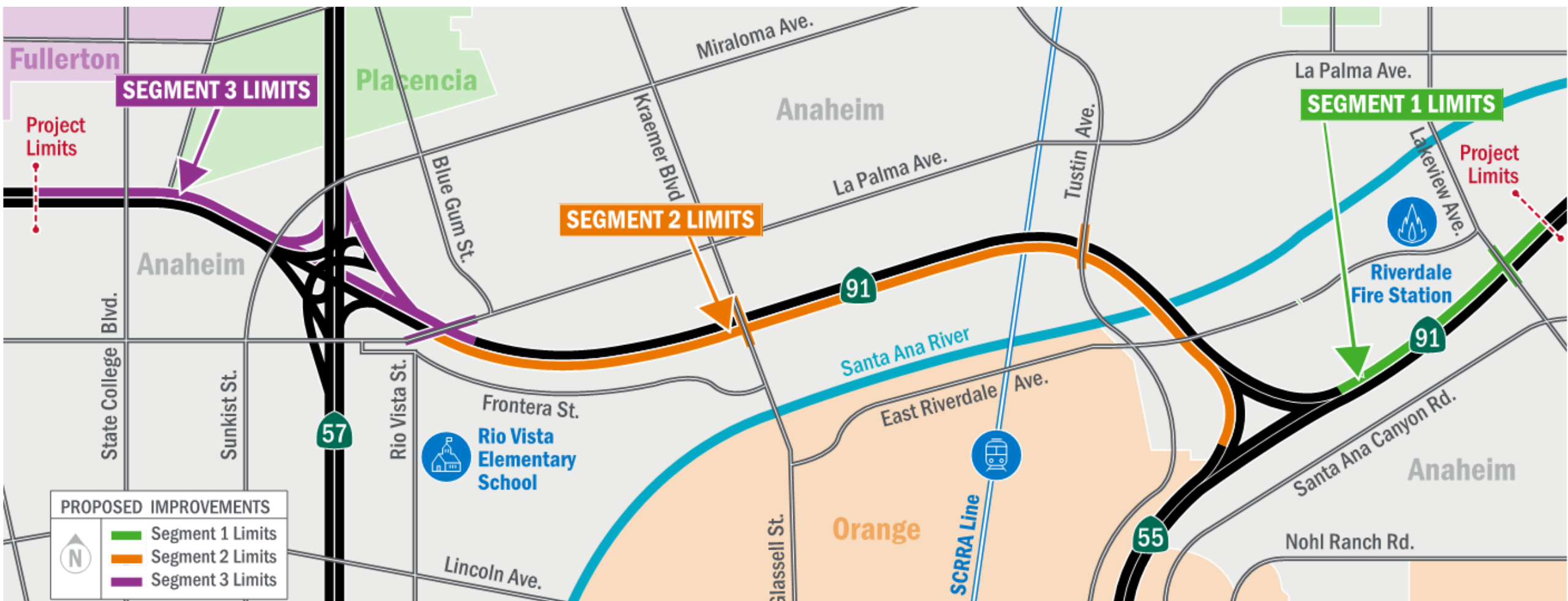
- Offerors are encouraged to review:
 - Article 3 - Scope of Work
 - Article 4 - Term of Agreement
 - Article 5 - Payment (Time-and-Expense)
 - Article 6 - Maximum Obligation
 - Article 9 - Insurance

Scope of Work

Nicci Wright
Project Manager

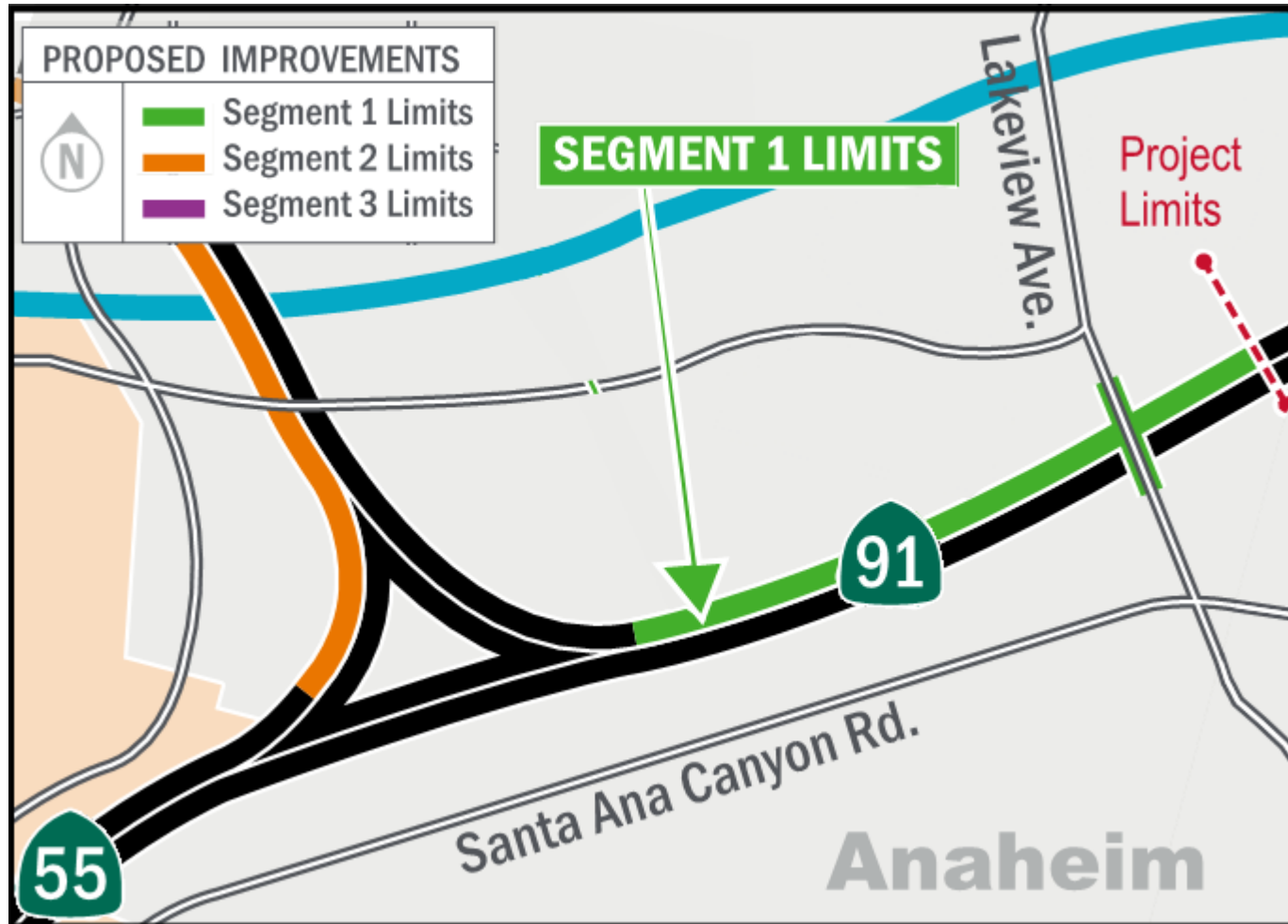
Project Overview and Scope of Work

Project Limits



Area of Improvements – Segment 1

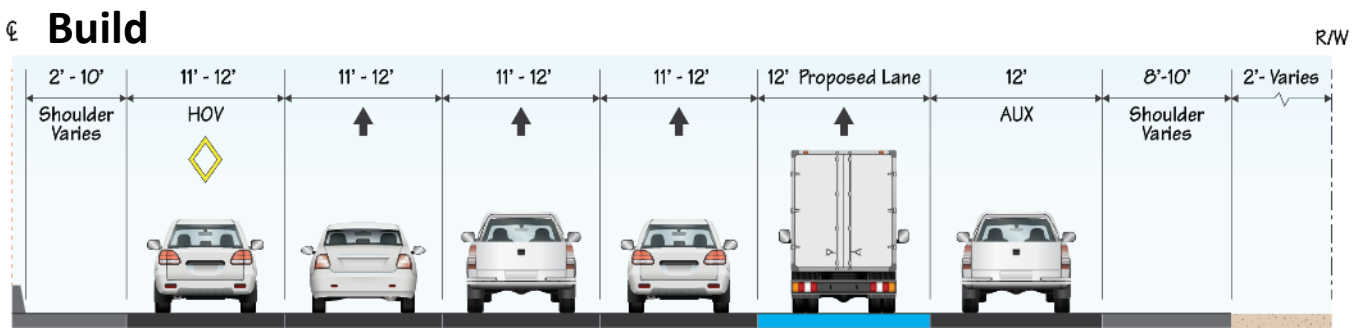
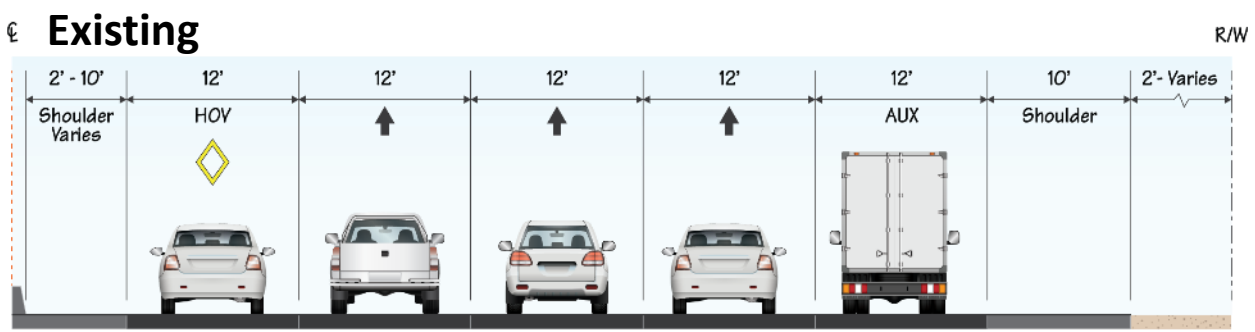
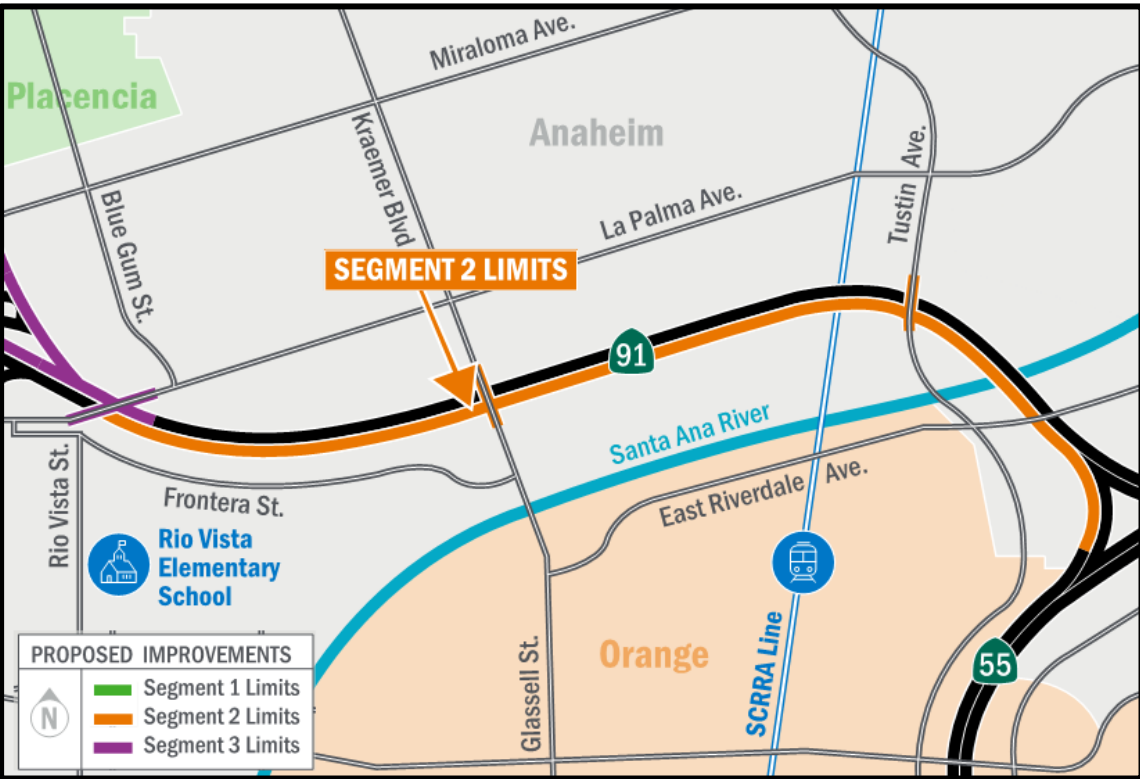
SR-91/Lakeview Avenue Interchange



- Realign WB on-ramp to direct traffic to WB SR-91.
- Add a new on-ramp from the Lakeview Bridge connecting directly to SB SR-55.
- Separate WB SR-91 from SB SR-55

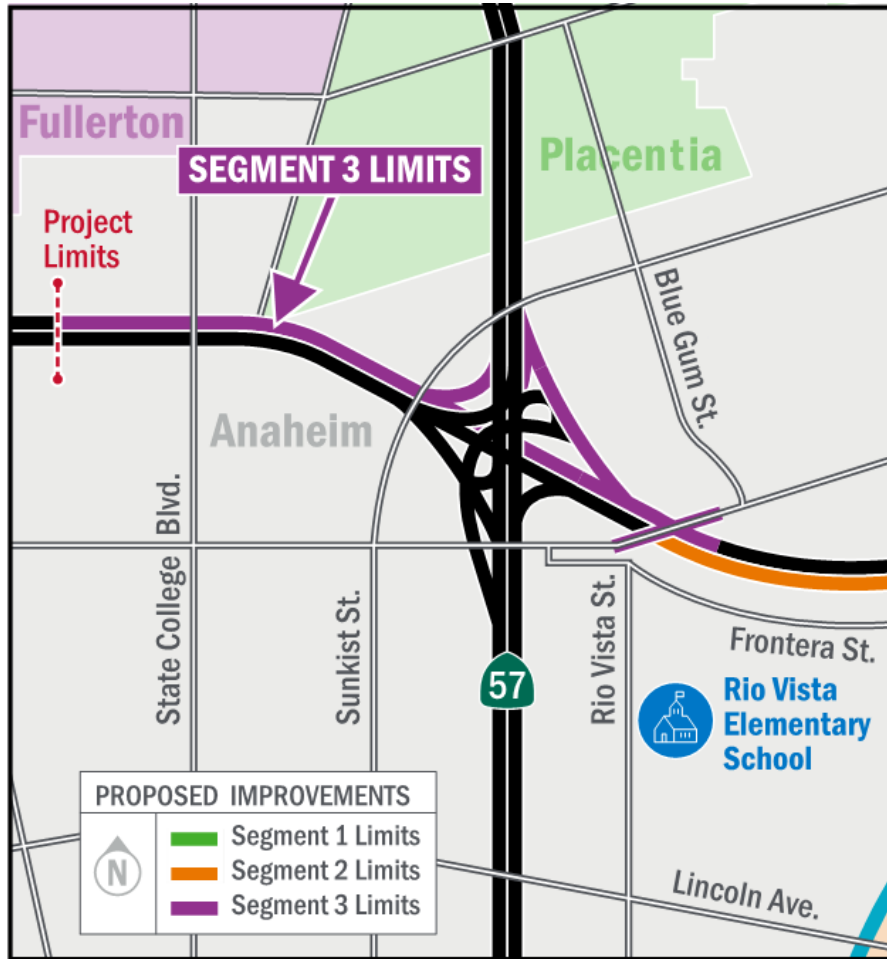
Area of Improvements – Segment 2

Between SR-57 and SR-55

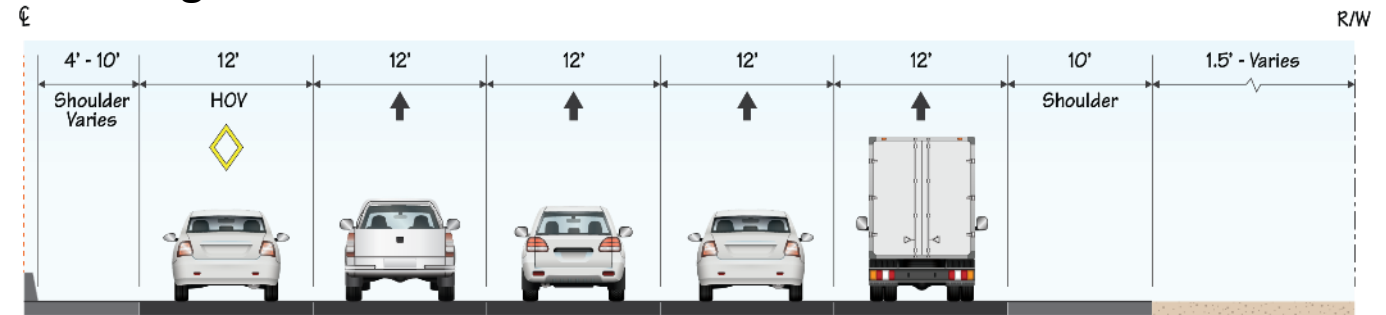


Area of Improvements – Segment 3

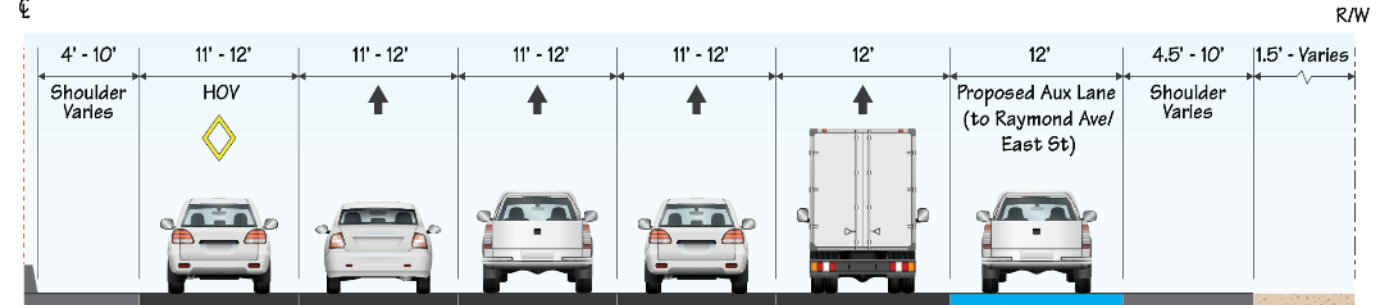
State Route 91 (SR-91)/State Route 57 (SR-57) Interchange



Existing



Build



- Improve weaving from WB SR-91 to northbound and southbound SR-57
- Add an auxiliary lane from SR-57 to Raymond Avenue/East Street

Objectives and Strategies

- Develop Comprehensive Communications and Outreach Plan
- Generate public awareness of project and benefits
- Identify key issues and opportunities
- Encourage participation in meetings
- Reach diverse communities
- Build upon a robust project database
- Establish strong relationships with key stakeholders
- Produce high-quality written collateral and graphics
- Engage via multiple channels, including social media, interactive maps and text alerts

- Project manager
 - Primary point of contact, budget, overall performance
- Community Liaisons
 - Day-to-day work, one-on-one stakeholder briefings, PDT meetings, collateral development
- Account coordinator
 - Organizational and logistical support
- Graphic designer
 - Visuals, complex to comprehensible

- Questions?



- Reminder.... Proposals are due @ 2:00 pm on November 7, 2022
- Please complete registration sheet
- Please register on CAMM NET
- Thank you for your interest in OCTA!

Revised Scope of Work

State Route 91 Improvement Project (State Route 57 to State Route 55) Public Outreach for Pre-Construction and Construction Phases

BACKGROUND

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation (Caltrans), proposes to improve State Route 91 (SR-91) between Lakeview Avenue and just west of State College Boulevard in Anaheim (Project).

SR-91 is a major east-west corridor connecting Riverside County with Orange and Los Angeles counties. The Project area includes the cities of Anaheim, Fullerton, Orange, and Placentia, and extends approximately 5.6 miles. Known as Project I in the OC Go program (also known as Measure M), the \$425.6 million Project is funded through a combination of local, state, and federal funds.

The Project includes improvements to SR-91 in both directions that will affect interchanges, connectors, ramps, and utilities. A new on-ramp structure from Lakeview Avenue to southbound State Route 55 will be constructed. Four (4) bridges will be replaced and ramps will be modified at several interchanges, bringing them up to the latest design standards where possible and making them safer for pedestrians, bicyclists, and motorists.

In addition, the westbound SR-91 connector to northbound and a portion of southbound State Route 57 will be reconstructed, a new Orangethorpe bypass ramp will be constructed, multiple retaining walls and sound walls will be built, and new lighting, signs, and other safety elements will be installed or improved. The Project will improve traffic operations and reduce congestion on SR-91 considering existing and future travel demand.

The Project is being designed and constructed in three (3) segments. Construction on the first segment is currently scheduled to begin in early 2024. Project construction is anticipated to be completed by late 2028.

ROLE OF THE CONSULTANT

The Consultant shall be responsible for developing and implementing an effective and comprehensive public outreach program for the pre-construction and construction phases of all three (3) Project segments. The Consultant and its team will be an extension of OCTA staff and will report to OCTA's Outreach Project Manager.

The outreach program shares with the public the general scope and benefits of the Project, anticipated construction activities, and planned closures and detours, as well as

ATTACHMENT A TO ADDENDUM NO. 1
EXHIBIT A

the Project's progress. The program must demonstrate an understanding of the construction impacts on the public and help establish OCTA as a reliable and accurate source of Project-related information.

The Consultant must be able to demonstrate an understanding of Orange County transportation issues, as well as the issues, audiences, and technical processes associated with freeway construction. The Consultant also must be able to demonstrate experience with crisis communications, implementation of temporary construction easements, coordinating temporary lodging, facilitating a claims process, and managing multilingual helplines. The Consultant shall be expected to work with the construction management consultant and the Project contractor to prepare draft collateral materials and responses to constituents' inquiries, as well as attend internal and external coordination meetings.

OCTA seeks a consultant team with demonstrated skills, experience, and knowledge conducting public outreach and the ability to:

- Maintain and expand the stakeholder database
- Identify all key target audiences and develop strategies to communicate with them
- Empathize with members of the public regarding construction impacts
- Foster positive working relationships with diverse communities including residents, businesses, local jurisdictions, and other stakeholders within and outside of the Project area
- Conduct multilingual outreach with diverse communities
- Plan and execute neighborhood meetings and staff community events
- Decipher technical information and communicate it to the public in concise, understandable terms
- Highlight project benefits beyond improved traffic operations, such as:
 - Standardizing bicycle lanes and sidewalks
 - Adding lighting and fences on the bridges
 - Standardizing vertical clearance of bridges being replaced, and
 - Adding or improving crossings and signs
- Utilize digital communications and social networking and develop other interactive media tactics to engage a wide range of stakeholders
- Catalog constituent correspondence via phone, email, etc., in a searchable format
- Maintain a database of Project collateral, photos, and videos
- Plan and execute small- and large-scale special events
- Assist with resolving constituent issues and maintain a "boots on the ground" community presence
- Coordinate large-scale canvassing efforts

SCOPE OF SERVICES

Project Staffing

OCTA is seeking a consultant team that includes the following key roles:

Project Manager

The Project Manager shall serve as the primary point of contact. The Project Manager shall be responsible for leading and managing the Consultant team and subconsultants; overseeing the Project budget and monitoring the burn rate; conceptualizing, developing, and executing the communications plan; reviewing construction schedules and meeting deadlines and delivery of work tasks; and ensuring best practice and quality standards are met.

The Project Manager shall communicate and coordinate in a timely manner all work and progress on the outreach program to the OCTA Outreach Project Manager. The Project Manager will be held accountable for the Consultant team's overall performance.

The Project Manager must possess experience, knowledge, and skills in the following key areas:

- Demonstrated ability to develop public awareness and understanding of large-scale capital improvement projects – preferably freeway improvement projects – including project complexity and benefits.
- Proven experience communicating technical information to the general public in a manner that is clear and concise.
- Thorough understanding of construction and traffic management plans.
- Principles and practices of effective communications and community outreach, including the ability to leverage multimedia platforms and technology (i.e., social media, geofencing, email, text alerts, etc.) to engage a wide range of multilingual stakeholders.
- Management and oversight of the Consultant team

The Consultant's Project Manager may be removed and replaced only with the written consent of the OCTA Outreach Project Manager. Due to the importance of consistent project management for continuity, institutional knowledge, and to facilitate timely completion of the Project materials, OCTA will consider the unauthorized removal of the Consultant's Project Manager as grounds for termination of the contract. OCTA reserves the right to require the Consultant to remove and replace the Consultant's Project Manager or any member of the Consultant/sub-consultant team from the Project for cause.

Community Liaisons

Community Liaisons shall be responsible for providing day-to-day professional, organizational, and logistical services and support. The Community Liaison's duties include, but are not limited to, organizing stakeholder meetings and special events, managing social media platforms, developing collateral and presentation materials, coordinating direct mailers and canvassing efforts, identifying potential problems for early resolution, and responding to/resolving constituent concerns.

Community Liaisons are expected to be "boots on the ground" and in the trenches every day, interacting with the Project contractor, OCTA, Caltrans, and the community at-large. Consultant should propose Community Liaisons with expertise in communicating about highway construction and public outreach best practices. Community Liaisons need a general understanding of construction terms, methods, and associated community impacts.

Account Coordinator

Account Coordinators shall be responsible for supporting the Project Manager and Community Liaisons with a host of communication and outreach responsibilities, including special event planning, event setup and staffing, neighborhood outreach, delivery of materials and supplies. In addition, these junior-level staff will update the Project database on a regular basis, document and catalog outreach metrics, and perform other organizational and logistical tasks.

Graphic Designer

Graphic Designers shall be responsible for conceptualizing, designing, and producing visual communications. The Graphic Designer will be expected to deliver products that are clear, clean, simple, and informative using high-quality images that establish and/or enhance the public's understanding of the Project and associated activities. Examples of online and print communications include flyers, brochures, poster boards, maps, information graphics, short videos for social media platforms, and advertisements. It is often necessary for collateral to be developed and distributed within the same day due to the dynamic nature of construction.

Consultant must provide samples of collateral materials to demonstrate ability to provide relevant, easy-to-understand graphics and copy to the public for an infrastructure project.

Large-format printing may be required on occasion. Day-to-day printing of collateral such as facts sheets or flyers will be handled in house at OCTA by OCTA's Reprographics Department.

Subconsultant Services

In addition to the prime consultant team/key personnel, the Consultant must have the capacity to retain subconsultants to deliver a range of services, including but not be limited to:

- Collateral canvassing and courier
- Large-format, specialty printing
- Mail house/postage
- Translation
- Multilingual helpline support
- Social media support
- Special event planning and implementation
- Photography and video
- Interactive web-based detour maps
- Advertising/media buys

Not all services listed above are required to be provided by subconsultants. Please indicate if services can be performed by the prime consultant.

COORDINATION AND ADMINISTRATION

Monthly Progress Reports

The monthly progress report provides an account of completed outreach activities performed the prior month, as well as forecasted work. The monthly report will itemize work tasks (i.e., construction alerts, e-blasts, flyers, calendar of meetings/presentations/events, social media metrics). Important milestones will be included. The reports also will include a brief analysis by metric category of month-over-month changes to support adjustments to outreach strategies or tactics.

Monthly Invoices

Monthly invoices shall be submitted to OCTA's Outreach Project Manager, Business Unit Analyst, and Accounts Payable staff for review, approval, and payment. The invoice packet must include a sheet summarizing cumulative monthly direct labor costs, direct expenses, subconsultant costs, and total contract budget and expenditures to date. The burn rate for labor and Other Direct Costs (ODCs) must be tracked and reflected on the invoice. The invoice packet also must contain a detailed account of daily work activity performed by each Consultant team member, as well as copies of receipts and other supporting documentation. The work activities must be broken down into task categories, as determined by the OCTA Outreach Project Manager.

Project Archive

A digital library of outreach materials must be maintained during the Project by the Consultant. At end of the contract, all digital files (i.e., collateral materials, creative/graphics, images, invoices, reports, presentations, etc.), including native files, shall be provided to OCTA.

Photography/Video

The Consultant shall regularly document the Project progress through photography, videography, and drone footage – including before and after documentation of key Project areas – and keep an archive marked with date and construction activity. The archive must be accessible to OCTA remotely through a web-based platform. It is recommended the Consultant coordinate photo and video shoots as needed.

PROJECT DATABASE

The Consultant shall be responsible for ongoing stakeholder ascertainment and managing/optimizing the Project database over the life of the Project.

Ascertainments

The purpose of stakeholder ascertainments will be to develop an understanding of stakeholder existing project knowledge, questions, and/or concerns, if any, relative to the freeway improvement Project. Stakeholders include, but are not limited to:

- Motorists
- Active transportation community
- Property owners or occupants (both commercial and residential)
- Businesses, employment centers, and destinations
- Homeowners associations
- Chambers of Commerce
- Civic organizations, churches, schools, special interest groups
- Elected officials, cities/municipalities, agencies, commissions
- Tourism Industry
- Emergency responders, hospitals, law enforcement, trucking industry

Stakeholder ascertainments will be:

- Staffed by the OCTA Outreach Project Manager and the Community Liaison unless otherwise directed
- Conducted using a preapproved list of questions
- Documented/recorded to the Project file in a report containing an executive summary, individual ascertainments, and any supporting documentation

Database

The Consultant shall populate and manage a database that will be structured so that records can be sorted and filtered based on positions, questions, complaints, concerns (e.g., noise, dust, views, sound walls, nighttime work, right-of-way, closures, etc.), and other key variables. The database shall include:

- A list of stakeholders, including business profiles, with contact information
- A field for classifying and documenting questions and concerns
- A form used to collect contact information at community meetings and events
- Ability to catalog and track outreach monthly metrics, including phone calls, emails, meeting attendance, presentations, flyer distribution, digital communications, text message, and Project hotline calls/messages

The database must be accessible to OCTA remotely through a web-based platform. OCTA may also request that the database be provided on data storage devices.

COMMUNICATIONS AND OUTREACH PROGRAM

Comprehensive Public Outreach Plan

The Consultant shall develop a proactive and comprehensive communications and public outreach program that will be implemented throughout pre-construction and construction. A draft Communications Plan will be due within thirty (30) days of contract execution with a final plan due within sixty (60) days. The Communication Plan shall specify goals and objectives, as well as lay out the strategy, tactics, budget, work tasks, and production schedules to complete them.

The proposed budget and schedule will be reviewed and approved by the OCTA Outreach Project Manager. Once approved, the budget and schedule will be regarded as the baseline. Given the nature of construction projects, the plan will be regarded as a living document that will be revised and updated to meet Project demands that may emerge.

The Communications Plan shall be based on research and consultation with OCTA, Caltrans, technical consultants, and city staff, as well as by using other sound, proven planning methods. The plan must serve to communicate and engage effectively with target audiences.

The Communications Plan must meet the following objectives:

1. Generate widespread awareness, understanding, and confidence in the Project among motorists, neighborhoods, cities, businesses, organizations, first-responders, and elected officials.

ATTACHMENT A TO ADDENDUM NO. 1
EXHIBIT A

2. Proactively establish direct communications and positive relationships with residents, businesses operators and employees, community stakeholders and organizations and/or interest groups, and motorists.
3. Provide a strategy, including paid advertisements, that leverages social media technologies to educate the public and develop confidence in the Project, facilitate public communications and messaging, and flag potential concerns.
4. Develop a register of potential concerns and/or risks, as well as a plan of action to monitor and address such concerns and/or risks effectively and efficiently.
5. Produce content (written, audio, and/or visual) that communicates the Project purpose and features safety and multi-modal benefits and provides an overview of the construction Project, as well as milestones/achievements and schedule.
6. Present technical information in ways that can be clearly understood by the general public.
7. Supply content (written, audio, and/or visual) and staffing necessary for briefings, neighborhood meetings, community presentations, open houses, community events, and other similar public outreach efforts.
8. Help the public understand construction activities and impacts during construction and efforts to manage and minimize them. Major construction impacts include right-of-way acquisition, temporary lighting, road closures and detours, dust, noise, night work, and visual impacts.
9. Encourage employers to provide employees materials to help them plan their commutes and consider alternate transportation modes.
10. Disseminate construction, closure, and detour information to motorists traveling through the corridor from other areas.
11. Proactively reach out to and respond to community leaders, emergency responders, businesses and community organizations, tourism organizations and venues, homeowners associations and residents, as well as other stakeholders and interest groups.
12. Identify non-English speaking communities and produce Project materials in multiple languages.
13. Serve as a reference for questions about the Project and assist with responses.

ATTACHMENT A TO ADDENDUM NO. 1 EXHIBIT A

Appropriate public communication and community outreach efforts may include, but are not limited to:

- Briefings with affected businesses, elected officials, city staff, agency executives, organizational leaders, etc.
- Open houses and neighborhood meetings (community-based and virtual)
- City Council and community presentations
- Digital communications (e.g., e-newsletters, social media, infographics, Project webpage, etc.)
- Print communications (e.g., closure and detour maps, flyers, door hangers, etc.)
- Community events
- Speakers bureau presentations
- Lobby displays

The Consultant shall collect and document public input gathered during community outreach efforts. Similarly, the Consultant shall keep record of comments registered via phone calls, emails, social media, and other means of communication.

Targeted Communications Plans

The Consultant shall work with the OCTA Outreach Project Manager to develop small-scale, targeted communications plans as needed to prepare for specific activities such as structure demolition, pile driving, long-term or full-freeway closures, etc.

Diverse Community Engagement

The Consultant shall support engagement with diverse and disadvantaged communities. This may include but not be limited to identifying non-English speaking households or neighborhoods, special needs communities, lower socioeconomic populations, or other diverse communities that have an interest in or might otherwise be impacted by the Project.

The Consultant shall assist in the development and dissemination of communications with any identified diverse or disadvantaged communities. The Consultant shall work with OCTA, including the Diverse Community Outreach Team, on this effort.

Project Identity and Branding

The Consultant shall work with the OCTA Outreach Project Manager to review, maintain, and/or enhance the Project's identity and branding. The Consultant shall complement existing OCTA, Caltrans, and OC Go branding elements with new, value-added content.

Copywriting and Collateral Materials

The Consultant shall write copy for fact sheets, webpages, newsletters, presentations, flyers, direct mailers, correspondence, social media, and other collateral. The content

ATTACHMENT A TO ADDENDUM NO. 1 EXHIBIT A

must be clear, informative or educational, and appealing to the target audience. All content will be reviewed by OCTA prior to publication or distribution.

The Consultant shall produce graphics, images, illustrations, drawings, and the like to explain the construction Project, traffic management plan, structures, field conditions, and other matters that will help increase the public's understanding of the Project. OCTA welcomes the use of new and cost-effective technology to share information about freeway improvement projects. All content will be reviewed by OCTA prior to publication or distribution.

Communities

Primary Corridor Cities

- Anaheim
- Fullerton
- Orange
- Placentia

Neighboring Cities/Communities

- Anaheim Hills
- Brea
- Buena Park
- Garden Grove
- Santa Ana
- Yorba Linda
- Villa Park

Additional Communities

- Riverside County commuters
- Los Angeles County commuters
- San Bernardino County commuters
- Weekend/recreational travelers

Target Audiences

- Elected officials
- Residents
- Merchants
- Commuters and Motorists
- Bicyclists
- Pedestrians
- Chambers of Commerce
- Churches
- Community Based Organizations
- Large and small employers
- Homeowners associations
- Schools, colleges, and universities

ATTACHMENT A TO ADDENDUM NO. 1 EXHIBIT A

- Hospitals and medical centers
- First responders
- Major shopping and entertainment venues
- Tourism industry
- Media
- Traffic reporters
- Regional airports
- Trucking and delivery industries

Waze

Waze (<http://www.waze.com/>) is a free, real-time crowdsourced traffic and navigation tool powered by the world's largest community of drivers. Consultant shall leverage Waze to provide near-real-time, agency-approved construction and road closure data that will affect users' daily routes and continue to troubleshoot any challenges that may arise during construction.

Interactive Map

Consultant shall create an interactive map with detailed closure and detour information, as well as other content about scheduled construction activities. The Consultant must have the resources available to update this map daily if needed.

OCTA Website

The Project has a website that includes general Project information, and frequently asked questions, and that will include closure, detour, and other construction-related information. Consultant must coordinate with OCTA digital services staff to update content, including daily closure and detour list, as needed.

OTHER OUTREACH SUPPORT

Government Relations

The OCTA Government Relations Department leads all communications with local, state, and federal elected officials and their staff, including coordinating meetings and correspondence. The OCTA Outreach Project Manager and the Consultant shall provide advisory and support services, including providing background on issues, key messages, and other support as necessary.

Media Relations

The OCTA Public Information Office leads communications with all print, television, radio, and online media. The OCTA Outreach Project Manager and the Consultant will provide advisory and support services, including providing background on issues, key messages, and other support as necessary.

Special Events Planning

The Consultant may be required to provide event production, management, and/or support, including for groundbreaking or milestone events. The Consultant shall be responsible for planning and executing the events, coordinating logistics with the Project contractor and City staff, and seeking appropriate speakers. The Consultant shall be asked to retain vendors and invite sponsorships, including for audio, staging and seating, event signage, and other event materials.

Evaluation

The Consultant may be asked to evaluate the Project construction outreach program quarterly to measure the effectiveness of communication tactics. The Consultant may be requested to create quantitative surveys on general Project awareness and level of satisfaction with outreach efforts, as needed.

Other Tasks Deemed Necessary

The Consultant shall provide other outreach services and support in the event of unforeseen or unanticipated circumstances.

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits Consultant's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit the Authority to any course of action or enter into any contractual agreement on behalf of the Authority. In addition, Consultant's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by Authority personnel, counsel, and management.

REVISED PROPOSED AGREEMENT NO. C-2-2796

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2023 ("Effective Date"), 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 and implement an effective and comprehensive public outreach program for the pre-construction and construction phases of the State Route 91 Improvement Project from Acacia Street to Lakeview Avenue; 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

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names**Functions**

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and 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

A. This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through March 31, 2029 (Initial Term), unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an additional thirty-six (36) months, commencing April 1, 2029, and continuing through March 31, 2032 (Option Term), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5, "Allowable Costs and Payment."

C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending through March 31, 2032, which period encompasses the Initial Term and Option Term.

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 time-and-expense basis in accordance with the following provisions.

B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Drive time may not be charged to AUTHORITY. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this

EXHIBIT C

reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONSULTANT's work.

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

1. Agreement No. C-2-2796;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to

subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

9. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be _____ Dollars (\$_____.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5786

Email:

Email: ideneau@octa.net

/

ARTICLE 8. INDEPENDENT CONTRACTOR

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

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

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

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

3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

EXHIBIT C

1 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
2 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees
3 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of
4 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective
5 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and
6 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,
7 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in
8 response to a related loss.

9 C. CONSULTANT shall include on the face of the certificate of insurance the
10 Agreement No. C-2-2796 and, the Senior Contract Administrator's Name, Iris Deneau.

11 D. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall
12 maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.
13 Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial
14 General Liability, and Auto Liability insurance policies.

15 E. CONSULTANT must provide AUTHORITY with at least thirty (30) days' prior notice of
16 cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of
17 premium.

18 **ARTICLE 10. ORDER OF PRECEDENCE**

19 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
20 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2796;
21 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
22 incorporated by reference.

23 **ARTICLE 11. CHANGES**

24 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
25 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
26 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or

1 change causes an increase or decrease in the price of this Agreement, or in the time required for its
2 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
3 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
4 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT
5 from proceeding immediately with the Agreement as changed.

6 **ARTICLE 12. DISPUTES**

7 A. Except as otherwise provided in this Agreement, when a dispute arises between
8 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
9 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
10 Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or
11 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMP, shall be the
12 final and conclusive administrative decision.

13 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
14 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
15 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision of any
16 AUTHORITY official or representative on a question of law, which questions shall be settled in
17 accordance with the laws of the State of California.

18 **ARTICLE 13. TERMINATION**

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

24 B. In the event either Party defaults in the performance of any of their obligations under this
25 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
26 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon

1 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
2 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
3 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
4 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance
5 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
6 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
7 termination.

8 **ARTICLE 14. INDEMNIFICATION**

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

15 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

Subcontractor Name/Addresses

Subcontractor Function

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 0 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.

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from 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 __, Level 2 Safety
12 Specifications.

13 **ARTICLE 28. LIMITATION ON GOVERNMENTAL DECISIONS**

14 CONSULTANT shall not make, participate in making, or use its position to influence any
15 governmental decisions as defined by the Political Reform Act, Government Code section 81000 et seq.,
16 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
17 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any
18 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
19 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not
20 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
21 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

22
23 /

24 /

25 /

26 /

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-2-2796 to be
2 executed as of the date of the last signature below.

3 **CONSULTANT**

4 By: _____

5 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

6 By: _____

7 Darrell E. Johnson
8 Chief Executive Officer

9 **APPROVED AS TO FORM:**

10 By: _____

11 James M. Donich
12 General Counsel

13 **APPROVED:**

14 By: _____

15 Maggie McJilton
16 Executive Director, People and Community
17 Engagement