

Inter Office Memo

To: Operations and Scheduling Committee Date: 9.27.2012

From: Laramie Bowron, Manager of Planning Reviewed by:

SUBJECT: Adaptive Service Planning Project

Background:

In FY12, CCCTA received a competitive grant funded by Measure J Sales Tax Revenue to conduct an "Adaptive Service Analysis Plan." Attached is the RFP that was issued in September that calls for a consultant to study communities within our service area that have not responded to fixed-route service and evaluate alternative service modes to achieve better productivity and greater cost efficiency. Alternative service modes can include: general public demand response, flexible routing or scheduling, enhanced technology, alternative vehicle types, etc.

Beyond an evaluation, this project will include step-by-step implementation plans, detailing the capital, operating, and administrative requirements needed to establish and continually operate these services. The consultant will also include a revised set of performance standard standards against which these services will be monitored.

The overall goal of this project is to take a comprehensive look at our service area, consider alternative modes, and create a plan that tailors service to the needs of individual communities.

Timeline:

Proposals are due on October 12th with an anticipated award date of November 15th (November Board of Directors Meeting). The project is scheduled to take 6 months to complete from the receipt of the Notice to Proceed.

Recommendation:

None

Financial Implications:

This project has a local match requirement of \$25,000 which will come from CCCTA's Transportation Development Act (TDA) reserves.

ADAPTIVE SERVICE ANALYSIS PLAN

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

September 2012

CCCTA 2477 Arnold Industrial Way Concord, CA 94520

REQUEST FOR PROPOSALS

TO CONDUCT AN ADAPTIVE SERVICE ANALYSIS PLAN

1. **PROPOSAL REQUEST**

The Central Contra Costa Transit Authority (CCCTA) is requesting proposals from qualified firms to conduct an analysis of specific neighborhoods/communities within CCCTA's service area to determine cost-effective alternatives to traditional fixed-route service.

This project is funded with Contra Costa County Sales Tax (Measure J) revenues with funding targeted for the cities of Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and the unincorporated area of Central Contra Costa County. The budget for this project is \$115,000.

2. TENTATIVE SCHEDULE

The tentative schedule of significant events relating to this project is provided below. CCCTA reserves the right to modify this schedule and any specific time-ofday deadlines as discussed in the following section.

<u>EVEN</u>	<u>VT</u>	<u>DATE</u>
1.	Release RFP	September 14, 2012
2.	Deadline for submitting questions and/or comments to CCCTA	September 28, 2012
3.	Proposals Due	October 12, 2012
4.	Marketing, Planning, and Legislative Committee Approval	November 2012
6.	Award of Contract by Board of Directors	November 15, 2012

3. DESCRIPTION OF THE CENTRAL CONTRA COSTA TRANSIT **AUTHORITY**

CCCTA was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra Costa County. CCCTA is governed by an 11-member Board of Directors representing the following member jurisdictions: the Cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San

Ramon, and Walnut Creek, the Towns of Danville and Moraga and unincorporated areas of central Contra Costa County.

4. PROJECT DESCRIPTION

CCCTA is seeking proposals from qualified consultants to develop an Adaptive Service Analysis Plan. The project is aimed at improving transit ridership, service quality, and cost effectiveness by developing alternative service options for communities where fixed-route performance has been low.

The Adaptive Service Analysis Plan will address the lack of productivity in select suburban neighborhoods and the high cost per passenger of providing traditional fixed route service by developing new service strategies. Strategies for providing service should include these modes: general public demand-response, flex-routes, and custom designed neighborhood shuttles. The consultant will be responsible for identifying alternatives that have produced successful results (as measured in terms of cost per passenger and customer satisfaction) in similar suburban neighborhoods.

CCCTA's currently only operates two modes of service: traditional fixed-route and ADA demand-response services and is interested in diversifying to provide service that is scaled to meet the needs of the community. Fixed route service is provided with large transit coaches using union employees while the ADA service is provided with 15 passenger vans through a contract with First Transit. It will be necessary for the plan to identify steps that need to be taken to implement a new mode such as same day dispatch, changes to union rules, fleet changes, etc...

The project will culminate in a report that includes: a set of performance standards for evaluating the success of suburban routes, identification of neighborhoods within the plan area that are ripe for non-traditional transit service, a description of the pros and cons of various service alternatives, and a detailed implementation plans for two selected communities.

WORK SCOPE

The following scope of work is a guide and suggestions that enhance the project are welcome.

Task 1: Kick Off Meeting

Meet with CCCTA staff to finalize project scope, timeline, milestones, and approach. Staff will provide the Consultant with available resources and current service data.

Task 2: Analyze Communities

Using fixed route ridership information, demographic, and land-use data, the consultant shall identify at least four neighborhoods with potential for non-traditional modes that currently have no fixed-route service or low-performing fixed-route service.

Deliverable: Description of Communities with Potential for Alternative Service

Task 3: Develop Standards

Using ridership data provided and information from peer suburban systems the consultant will develop productivity thresholds for a) fixed-route service in suburban neighborhoods and for b) the non-traditional modes that are candidates for neighborhoods in the plan area. The standards will address ridership and cost-effectiveness.

<u>Task 3: Description of Alternatives</u>

The Consultant will provide a detailed description of various service modes that are candidates for neighborhoods selected in Task 2 including where they have been successfully implemented, what the challenges and advantages will be for CCCTA, and the pros and cons from the rider perspective.

Deliverable: Suburban Transit Standards and Service Alternative Description

Task 4: Matrix of Options for Four Neighborhoods

The consultant shall create a matrix showing the pros and cons from the transit operator and rider perspective of various non-traditional modes in each of 4 selected neighborhoods where fixed route service is not achieving the threshold for performance developed in Task 3 or where CCCTA does not currently operate service. The matrix will also include projections for how the service alternatives would perform in the specified community. Based on the results of the matrix and input from staff two neighborhoods will be selected for further analysis.

Deliverable: Service Option Matrix

Task 5: Outreach

The consultant shall gather input from stakeholders, residents, and transit riders in the two neighborhoods selected to educate them and get feedback on non-traditional transit service options. The goal of this task is to gain additional input in the communities selected, desired service enhancements, and to gain support for the preferred alternatives.

Task 6: Draft/Final Implementation plan

Based on input from staff and the communities involved, the consultant shall recommend alternative service modes for two neighborhoods. A detailed implementation plan will be developed that identifies the steps required by administration, marketing, operations, and fleet management departments. For instance changes in operating procedures, driver education, dispatch methodology will be described. The implementation plan will recommended specific time schedules, frequency, anticipated ridership, and the operating and capital expenditures required to sustain the service. Expected cost savings and ridership changes will be delineated. Policies and Board actions necessary to implement the preferred alternative service should also be included.

Deliverable: Final Implementation Plan

TIMELINE:

The consultant will complete all work and submit a final report within 6 months of receipt of signed agreement.

5. PROPOSAL CONTENT

Proposals must address each item below and shall not exceed 20 pages. Proposals must be in sufficient detail to permit evaluation and demonstrate ability to meet the requirements of this RFP.

Background, Experience and Financial Stability:

Each proposer shall provide a summary statement outlining the organization's history and experience in providing the desired scope of services.

Each proposer shall provide a list of three (3) references from individuals having received services.

Key Personnel and Staffing

The proposer shall identify the Project Manager and all key personnel who will provide the services including resumes, relevant experience and references. A staffing plan will be submitted that includes hours by person for each task.

Approach to Scope of Services

Proposers should describe their plan to provide the services described in the Work Scope including deliverables/milestones and a timeline.

Cost Proposal

Proposer shall submit a Cost Proposal, which shall summarize labor rates per hour for each member of the team and distribution of hours and cost for each task as shown in Exhibit A. The Cost Proposal shall also include a firm, not-to-exceed price to complete the Project, which price shall be based on labor and materials and all other costs that will be incurred in the performance of services.

Sample PSA

The proposer shall submit as part of their application, any insurance or other requirement noted in the Sample PSA (Exhibit B) that they would not be able to meet.

6. EVALUATION CRITERIA

The proposer shall make the following components part of their proposals and shall be evaluated the content with the following percentages:

Firm Experience including examples of similar work3	ο%
Qualifications and Experience of Key Personnel4	40%
Approach to Scope of Services2	20%
Cost Proposal	o%
Total	00%

7. Submission of Proposal

One (1) original and thee (3) complete copies of the proposal with attachments and an electronic copy on a CD shall be sent to:

Central Contra Costa Transit Authority 2477 Arnold Industrial Way Concord, CA 94520 Attention: Laramie Bowron

The proposal must be received at the above address no later than 5:00 pm on Friday, October 12, 2012. Late proposals will not be accepted.

b. Responses must be submitted in a complete proposal package with cover letter and containing all required supporting information and documents specified.

c. Pages must be securely stapled or otherwise attached together and numbered consecutively with each section identified.

Questions pertaining to this RFP, the Scope of Services, or the proposal should be directed to:

Laramie Bowron
Manager of Planning
Central Contra Costa Transit Authority
925.680.2048
bowron@cccta.org

EXHIBIT A Sample Staffing/Cost Proposal

Project Title: Adaptive Service Plan	
Proposer's Name:	Contract Amount:
Address:	Phone/FAX:

List the following information for all project staff Please attach additional sheets if required

	Duciant Staff	D-4-	Task 1 Task 2		k 2	Task 3		Task 4		Total		
Project Staff		Rate	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.
1	Project Manager	\$									\$	
2	Senior Planner	\$									\$	
3		\$									\$	
4		\$									\$	
5		\$									\$	
6		\$									\$	
7		\$									\$	
8		\$									\$	
Other Costs											\$	
TOTAL											\$	

Exhibit B -

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of, by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("AUTHORITY") and ("CONSULTANT"). WHEREAS, the Board of Directors desires to obtain professional services in connection with an adaptive service analysis and has issued a Request for Proposals dated, 2012 pertinent provisions of which are attached and incorporated as Exhibit A; and WHEREAS, the CONSULTANT desires to furnish such services and submitted a written proposal dated, 2012 pertinent provisions of which are attached and incorporated as Exhibit B; and NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS: 1. RENDITION OF SERVICES The CONSULTANT agrees to provide professional services to the AUTHORITY in accordance with the terms and conditions of this Agreement. Consultant represents and warrants that (1) it is experienced and qualified to perform such services; (2) it holds all licenses and certifications in good standing that may be required under applicable law or regulations to perform the work; and (3) it will retain all such licenses and certifications in active status throughout the duration of this engagement. 2. SCOPE OF SERVICES The scope of the Consultant's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A. 3. TERM No Work shall begin prior to the AUTHORITY's issuance of a written Notice To Proceed. The term of this Agreement shall be, unless terminated sooner pursuant to Section 17. 4. COMPENSATION The CONSULTANT agrees to perform all of the services included in Section 2 for the total sum not to exceed amount of \$ at the hourly costs in its proposal, which sum shall include all labor, materials, taxes, profit, overhead, insurance, subconsultant costs and all other services are accordanced.	
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total sum not to exceed amount of \$ at the hourly costs in its proposal, which sum shall include all labor, materials, taxes, profit, overhead, insurance, subconsultant costs and all other	4. <u>COMPENSATION</u>
costs and expenses incurred by the CONSOLTANT.	total sum not to exceed amount of \$ at the hourly costs in its proposal, which sum shall

5. MANNER OF PAYMENT

CONSULTANT shall submit deliverable/milestone based invoices, detailing the services performed during the billing period, the personnel performing those services, applicable labor rates, and costs of materials. AUTHORITY will endeavor to pay approved invoices within thirty (30) days of their receipt.

6. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT shall be and are the property of the AUTHORITY. The AUTHORITY shall be entitled to access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the AUTHORITY. If any materials are lost, damaged or destroyed before final delivery to the AUTHORITY, the CONSULTANT shall replace them at its own expense and the CONSULTANT assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

7. CONFIDENTIALITY

Any AUTHORITY materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("confidential information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AUTHORITY General Manager.

8. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that ______ shall serve as the primary staff person of the CONSULTANT to undertake, render, and oversee all of the services under this Agreement.

9. USE OF SUBCONTRACTORS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the AUTHORITY, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the AUTHORITY shall have no obligation to them.

10. CHANGES

The AUTHORITY may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 11 or in the time of required performance as set forth in the contract documents, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the AUTHORITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given the AUTHORITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

CONSULTANT shall indemnify, keep and save harmless the AUTHORITY, and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT to the extent caused by an act or omission of the CONSULTANT or its employees, subcontractors or agents. Nothing herein contained in this Section or in this Agreement shall be construed to require CONSULTANT to indemnify, hold harmless or defend AUTHORITY or Indemnified Parties (Indemnitees) against any responsibility or liability in contravention of California Civil Code Section 2782.8. This indemnification shall survive termination of the Agreement.

12. INSURANCE

A. <u>Workers' Compensation</u>. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to AUTHORITY a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to AUTHORITY.

B. General Liability Insurance. CONSULTANT shall, at its own cost and expense, also procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1 million each occurrence or claim and a general aggregate limit of at least \$1 million. This insurance shall include but not be limited to premises and operations; contractual liability; personal injury; products and completed operations, advertising injury liability, and broad form property damage.

C. <u>Automobile Liability insurance</u>. CONSULTANT shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

With respect to the coverages under subsections B and C of this section, the policies will name as additional insured with respect to CONSULTANT's services under this Agreement, the AUTHORITY and its directors, officers, employees and agents. The Insurer(s) will agree that its policies are Primary Insurance ad that it will be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering AUTHORITY.

Inclusion of AUTHORITY as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The polices will protect CONSULTANT and AUTHORITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work under this Agreement, CONSULTANT shall deliver to AUTHORITY a Certificate of Insurance, which will indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, non-renewal or reduction in limits shall be given to AUTHORITY.

- D. <u>Failure to Procure or Maintain Insurance.</u> CONSULTANT's failure to procure and maintain required insurance will be a material breach of the contract and AUTHORITY may immediately terminate.
- E. <u>Terms of Policies</u>. All insurance specified above shall remain in force until all work to be performed is satisfactorily completed.
- F. <u>Evidence of Insurance</u>. AUTHORITY reserves the right to request a certified duplicate original of all policies required under this section.

13. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the AUTHORITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

14. <u>ASSIGNMENT</u>

CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of AUTHORITY.

15. <u>AUTHORITY WARRANTIES</u>

The AUTHORITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

16. AUTHORITY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AUTHORITY, the General Manager of the AUTHORITY, or such person or persons as he shall designate in writing from time to time, shall represent and act for the AUTHORITY.

17. TERMINATION

The AUTHORITY shall have the right to terminate this Agreement for convenience or default at any time by giving written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONSULTANT, the AUTHORITY shall pay to CONSULTANT in accordance with the provisions of Section 4 all sums actually due and owing from AUTHORITY for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such termination. If the Agreement is terminated for default, the AUTHORITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

18. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subconsultant costs incurred in the performance of this Contract will be subject to audit. CONSULTANT and its subcontractors shall permit the AUTHORITY, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AUTHORITY's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AUTHORITY for those costs within sixty (60) days of written notification by the AUTHORITY.

19. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. Such action shall include, but not be limited to: recruitment or recruitment advertising, employment/hiring, promotion or upgrade, demotion, transfer, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Part 60). Consultant further agrees to include this provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

20. NON-DISCRIMINATION ASSURANCE

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate. The CONSULTANT shall obtain the same assurances from its joint venture partners, subconsultants, and subcontractors by including this assurance in all subcontracts entered into under this Agreement.

21. CONFLICT OF INTEREST

CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any

person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the Authority's Conflict of Interest Code. CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by Authority upon receipt.

No person previously in the position of Director, Officer, employee or agent of the Authority may act as an agent or attorney for, or otherwise represent, CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the Authority, or any Officer or employee of the Authority, for a period of 12 months after leaving office or employment with the Authority if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

22. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the AUTHORITY's General Manager and the CONSULTANT's representative.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AUTHORITY:	Central Contra Costa Transit Authority Attn: General Manager 2477 Arnold Industrial Way Concord, CA 94520-5327
If to the CONSULTANT:	Attn:

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

23. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

24. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

25. THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

26. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

27. ENTIRE AGREEMENT

The Agreement, including the Exhibits hereto, constitutes the entire agreement between CCCTA and Consultant relating to the subject matter hereof and supersedes any previous agreements or understandings. This Agreement may be modified or amended only by written instrument signed by both Consultant and CCCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

AUTHORITY:	CONSULTANT:
CENTRAL CONTRA COSTA TRANSIT AUTHORITY	
By:	By:
Title: General Manager	Title:
ATTEST:	
By: Secretary for the AUTHORITY	*By:
APPROVED AS TO FORM:	Title:
By:Attorney for the AUTHORITY	

^{*} If the CONSULTANT is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or

Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONSULTANT will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

CCCTA 2477 Arnold Industrial Way Concord, CA 94520