

To: Marketing Planning and Legislative Committee

Date: April 24, 2014

From: Anne Muzzini, Director of Planning and Marketing

Reviewed by:

Subject: Lamorinda Transit Study

Summary:

The Lamorinda Program Management Committee (LPMC) has obtained some funds (\$70,000) to conduct a study of transit options in the Lafayette, Moraga, and Orinda area. They have asked County Connection to manage the study on their behalf and contribute some funds toward the effort. An RFP has been drafted in conjunction with the LPMC technical committee and will be reviewed by the LPMC at their May 5th meeting.

The study would evaluate current ridership and potential demand. It would explore ways to generate additional funding and propose service changes and alternatives to better serve the community. The draft RFP is included for your reference. There is no Board action required to release the RFP, however once a bidder is selected, the Board will need to take action to enter into a contract.

Who is the LPMC?

The Lamorinda Program Management Committee (LPMC) is sub-region of the South West Area Transportation (SWAT) Committee which is one of the four regional transportation committees of the Contra Costa Transportation Authority, comprised of six elected representatives from Lamorinda, the San Ramon Valley, and the County. LPMC is comprised of representatives from Lafayette, Moraga and Orinda and is the policy oversight board for the planning and implementation of projects and programs within Lamorinda funded by Measures C and J, Contra Costa's voter-approved sales tax measure for transportation projects.

LAMORINDA SERVICE PLAN

Central Contra Costa Transit Authority
On Behalf of the
Lamorinda Program Management Committee

REQUEST FOR PROPOSALS

June 2014

REQUEST FOR PROPOSALS

TO CONDUCT A LAMORINDA SERVICE PLAN

1. PROPOSAL REQUEST

On behalf of, and in conjunction with, the Lamorinda Program Management Committee (LPMC), the Central Contra Costa Transit Authority (County Connection) is requesting proposals from qualified firms to conduct an analysis of the Lafayette, Orinda, Moraga area, known as Lamorinda, to re-evaluate existing transit service and develop effective transit alternatives.

This project is being managed by County Connection on behalf of the Lamorinda Program Management Committee (LPMC). The budget for this project is \$80,000.

2. TENTATIVE SCHEDULE

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

<u>EVENT</u>	<u>DATE</u>
1. Release RFP	June 3, 2014
2. Deadline for submitting questions and/or comments	June 17, 2014
3. Proposals Due	June 30, 2014
4. Lamorinda Program Management Committee Approval	July, 2014
6. Award of Contract by County Connection Board of Directors.....	August, 2014

3. DESCRIPTION OF THE CENTRAL CONTRA COSTA TRANSIT AUTHORITY (COUNTY CONNECTION) AND LOCAL PROGRAM MANAGEMENT COMMITTEE (LPMC)

County Connection was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra Costa County. County Connection 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.

LPMC is a sub-region of the South West Area Transportation (SWAT) Committee which is one of the four regional transportation committees of the Contra Costa Transportation Authority , comprised of six elected representatives from Lamorinda, the San Ramon Valley, and the County. LPMC is comprised of representatives from Lafayette, Moraga and Orinda and is the policy oversight board for the planning and implementation of projects and programs within Lamorinda funded by Measures C and J, Contra Costa's voter-approved sales tax measure for transportation projects.

4. PROJECT DESCRIPTION

County Connection is seeking proposals from qualified consultants to develop a Transit Service Plan for the Lamorinda Area. The project is aimed at improving transit ridership, service quality, and cost effectiveness by developing alternative service options.

The Lamorinda Service Plan will address alternatives to the traditional model of fixed route services, which are limited in this area, and for which alternate types of transit services may better address the unique demand that is in part the result of higher income, lower density development, and commute patterns that are strongly oriented to non-local employment. Strategies evaluated for providing service should include general public demand-response, flex-routes, custom designed neighborhood shuttles, fixed route, and school tripper service. Strategies that deploy new technologies, smart-phone enabled demand and location-based applications should be considered. 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 communities.

County Connection currently operates Route #6 and #25, traditional fixed-routes, several school tripper routes, and ADA demand-response services. In addition the City of Lafayette operates the Lamorinda Spirit Van which is oriented to meeting senior trip needs. The Lamorinda school bus program is a subscriber based service for school age children in the area. Saint Mary's College in Moraga also contracts with County Connection for shuttle service to and from its campus to the Orinda and Lafayette BART stations. A number of local businesses, including retirement communities and hotels also offer shuttle services to their residents,

The LPMC is interested in a transit service plan that better meets the needs of the community and offers innovative new models of service delivery. **Although County Connection is participating in the study, new service does not necessarily need to be operated by County Connection.**

The project will culminate in a report that includes: an analysis of current and latent demand, service gaps (temporal and geographic) and related demand, description of current funding for transit and new funding options, service plan alternatives that fit within reasonable funding expectations, and an implementation plan.

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 County Connection staff and LPMC Technical Advisory Committee (TAC) to finalize project scope, timeline, milestones, and approach. Staff will provide the Consultant with available resources and current service data for existing service. The project timeline will include enough time for LPMC review of the four deliverables and enough time for incorporating their comments in the final draft. The timeline should allow enough time for each of the three jurisdictions to review and comment on the draft report.

Task 2: Describe Current Conditions: Service Area and Transit Ridership

Compile County Connection fixed route and ADA paratransit, Lamorinda spirit van, Lamorinda School Bus, Saint Mary's Shuttle (commonly known as "Gael Rail"), and BART Lafayette and Orinda station ridership information. Compile demographic and land-use data. Describe and quantify major trip generators and attractors, including local and regional destinations. Describe existing funding for transit services. Use maps and graphics to portray information in a concise manner.

Deliverable: Description of Current Conditions

Task 3: Conduct survey of residents and transit riders

Design and conduct a survey of current bus riders and other residents (non-bus riders) to determine latent demand for transit service. Survey targets may include commuters, students (school and college), major employers, shoppers, and seniors, among others. The use of inexpensive tools such as Textizen should be explored to minimize the cost of the survey.

There is interest in providing better connections to BART, as the popularity of BART service increases, while existing station area parking facilities are at capacity

and subject to increasing fees. A survey of those boarding BART, about existing travel patterns and how to better serve them with transit should be included among survey strategies. The survey of residents should be comprehensive in terms of capturing residents from the entire Lamorinda area and gathering information from all ages and economic background.

Task 4: Conduct survey of key stakeholders and LPMC members

Conduct a survey of key stakeholders in the Lamorinda area including the LPMC TAC and Board members to see how they view the transportation needs in their community. Phone and in person interviews should be scheduled with at least 10 key stakeholders.

Deliverable: Description of Need – Summary of Resident and Stakeholder Surveys

Task 5: Evaluate potential funding for new services

Prior to describing service alternatives the consultant will identify potential funding sources for new, expanded bus and shuttle services. BART is considering deploying parking fees to enhance station access, which could include enhanced transit links. This would be one possible source of new funding. City development mitigation fees are another possible source. The consultant should explore new funding possibilities using the LPMC TAC staff as a resource and drawing upon experience in other communities that have successfully raised funds for transit service.

Task 6: Description of Alternatives

The Consultant will provide a detailed description of various service alternatives that fit within current funding and a reasonable expanded funding as described in the prior task. Service alternatives will include recommended changes to current service as well as operation of new service(s) that meets the needs defined by the survey work and the transportation goals of the Lamorinda communities. Student, senior, and commuter markets will be addressed. Service alternatives do not need to be operated by County Connection, but if another operator (private, City) is identified contract responsibilities and cooperative agreements necessary will be defined.

The LPMC has expressed interest in a community shuttle service. In addition, taxi script, and flex route or general public door-to-door service are options to be explored. Service alternative development should include some analysis of ways to better coordinate or consolidate services to achieve higher efficiency. For instance, the Lafayette Park Hotel operates van service as do several senior residential facilities. Is there a way to leverage, coordinate, or consolidate these private van services? Alternatives should consider the pros and cons of contracting with

private service providers, versus use of County Connection vehicles and/or drivers and maintenance, as well as alternative technologies and ways to provide service.

BART access improvements should be considered such as a frequent shuttle from satellite park and ride lots to the BART stations during the commute peak and less frequent service during the midday.

Four service alternative scenarios will need to be developed; two that fit within current funding (this includes funds being used by County Connection and the Cities), and two that fit within a pre-determined increased funding level. The alternative scenarios will be described in detail in terms of method of operation, ridership, service hours, cost, and implementation steps.

Deliverable: Description of Service Alternatives (Current and Increased Funding)

Task 7: Draft/Final Implementation plan

Based on input from staff and the communities involved, the consultant shall recommend a preferred alternative for each funding level. A detailed implementation plan will be developed that identifies the steps required by the LPMC, City/Town and County Connection staff, and addresses administration, marketing, operations, and fleet management. Expected cost savings and ridership changes will be delineated. Policies, City/Town Council, LPMC and County Connection Board actions necessary to implement the preferred alternative should also be included.

The final implementation plan will describe service type, hours, frequency, vehicle type, operating and capital cost.

Deliverable: Final Implementation Plan

TIMELINE:

The consultant will complete all work and submit a final report within 9 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 work.....30%
- Qualifications and Experience of Key Personnel.....40%
- Approach to Scope of Services.....20%

Cost Proposal.....	10%
Total	100%

7. Submission of Proposal

One (1) original (unbound) and four (4) 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: Anne Muzzini

The proposal must be received at the above address no later than 5:00 pm on Friday, _____. 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:

Anne Muzzini
 Director of Planning
 Central Contra Costa Transit Authority
 925.680.2043
 muzzini@countyconnection.com

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 _____, 2014 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 _____, 2014 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 costs and expenses incurred by the CONSULTANT.

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. Workers' Compensation. 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. Automobile Liability insurance. 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 and 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 policies 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. Failure to Procure or Maintain Insurance. CONSULTANT's failure to procure and maintain required insurance will be a material breach of the contract and AUTHORITY may immediately terminate.

E. Terms of Policies. All insurance specified above shall remain in force until all work to be performed is satisfactorily completed.

F. Evidence of Insurance. 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. ASSIGNMENT

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. AUTHORITY WARRANTIES

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 COUNTY CONNECTION 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 COUNTY CONNECTION.

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: _____

*By: _____

Secretary for the AUTHORITY

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.

COUNTY CONNECTION
2477 Arnold Industrial Way
Concord, CA 94520