

# CENTRAL CONTRA COSTA TRANSIT AUTHORITY

## Request for Quotations for Fixed Route Transit Passenger Survey

Issued: Tuesday, July 26, 2022

The Central Contra Costa Transit Authority (County Connection) requests price quotations from qualified firms to conduct an onboard passenger survey (Project), as described in Attachment A, "Scope of Work" for this Request for Quotations (RFQ).

Copies of this RFQ may be downloaded at County Connection's website at [countyconnection.com](http://countyconnection.com).

1. **Schedule.** Listed below is the anticipated solicitation schedule—all dates are subject to revision at the County Connection's sole discretion:

Issuance of RFQ	Tuesday, July 26, 2022
Questions/Requests for Clarification Due	Tuesday, August 2, 2022 at 5:00 PM (PDT)
Response to Questions/Requests for Clarification	Thursday, August 4, 2022 at 5:00 PM (PDT)
Quotations Due	Friday, August 12, 2022 at 5:00 PM (PDT)

2. **Questions and Requests for Clarification.** Submit all questions and requests for clarification regarding this RFQ, including all attachments, via email to Melody Reeb, Director of Planning & Marketing, at [reebs@cccta.org](mailto:reebs@cccta.org). Any interpretation, change, or correction of any part of this RFQ will be made by addenda issued by County Connection no later than the "Response to Questions/Requests for Clarification" date and time in Section 1 and posted on County Connection's website at [countyconnection.com](http://countyconnection.com). Oral modifications of the RFQ are void and ineffective.
3. **Quotation Submission Instructions.** Quotations must be submitted via email to Melody Reeb, Director of Planning & Marketing, at [reebs@cccta.org](mailto:reebs@cccta.org) by the "Quotations Due" date and time in Section 1. Quotations received after that time will not be considered. County Connection is not responsible for any delayed submissions for any reason or for any damages associated with late submissions.

Proposers are responsible for carefully reviewing all the solicitation documents prior to submitting a quotation.

Quotations must include all of the following information and shall not exceed 10 pages:

- **Background and Experience**  
A summary statement outlining the organization's history and experience in providing the desired scope of services along with a list of three (3) references.
- **Key Personnel and Staffing**  
Identify the Project Manager and key personnel who will provide the services, including relevant experience and references, as well as the staffing approach for surveyors.

- **Approach to Scope of Services**

Describe the plan for providing the desired scope of services, including deliverables, milestones, and a timeline.

- **Cost Proposal**

Identify the labor rates per hour for each member of the team, the distribution of hours and labor cost for each task, as well as other costs related to each task. The Cost Proposal shall also include a firm, not-to-exceed price to complete the Project. The Cost Proposal format to be used is included as Attachment D.

4. **Sample Agreement**. County Connection's Sample Agreement for this Project is attached as Attachment E. The Sample Agreement contains the terms and conditions applicable to this Project. Proposers are responsible for reviewing and considering the Sample Agreement requirements when preparing quotations. By submitting a quotation, proposers are deemed to have accepted all terms and conditions in the Sample Agreement.
5. **Federal Requirements**. Not Applicable.
6. **Diversity Program for Contracts**. County Connection, a recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a DBE Program in accordance with federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

It is County Connection's policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE's) can compete fairly for contracts and subcontracts relating to County Connection's construction, procurement, and professional services activities. To this end, the County Connection has developed procedures to remove barriers to DBE participation in the quotation and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. County Connection has committed to an overall goal of 5.9% DBE participation. In connection with the performance of this contract, the selected Consultant will cooperate with County Connection in meeting these commitments and objectives. Pursuant to U.S. DOT Regulations 49 CFR Part 26, the Consultant is required to make the following assurance in its agreement with County Connection and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

"The Consultant (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant (and any subcontractors) shall carry out applicable requirements of the 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Consultant (and any subcontractors) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as County Connection deems appropriate."

By submitting a quotation, the proposer is deemed to have made the foregoing assurance and to be bound by its terms.

The County Connection's DBE Liaison Officer (DBELO) maintains a DBE resource list of organizations that promote DBE participation in contracts. The California Unified Certification Program (UPC) DBE Directory is located on the Internet and includes certified DBE firms that provide construction, professional and other services, and materials, supplies and equipment.

Proposers are encouraged to use the UCP DBE Directory to contact subcontractors and suppliers. The UCP DBE directory does not in any way prequalify the listed firms with respect to licensing, bondability, competence or financial responsibility. The resource list and information from the UCP DBE Directory will be provided upon request.

Where the selected Consultant has indicated DBE firms will be utilized under this contract, Consultant shall submit to the DBELO periodic progress and participation reports documenting that DBE utilization. These reports shall be prepared and certified correct by the Consultant or its authorized representative. The DBE reporting forms to be used for this purpose will be furnished by the DBELO after award of contract.

The selected Consultant shall maintain records to verify applicable DBE participation. Such records shall show the name and business address of each DBE participating in the contract, the total dollar amount actually paid each DBE, and the date of payment. Consultant shall retain all records concerning DBE participation under this contract for not less than three (3) years. Consultant shall not make substitutions of previously approved DBE subcontractors or suppliers without prior written approval from County Connection.

County Connection reserves the right to request additional information regarding DBE participation in this Contract. Failure to submit the requested information and/or documentation within the times stated shall make the proposer ineligible for award.

Any proposer who would like additional information regarding DBE participation on this contract or County Connection's DBE Program may contact Kristina Martinez, Director of Recruitment & EE Development/DBE Liaison Officer (DBELO), at 2477 Arnold Industrial Way, Concord, California 94520, (925) 680-2031.

7. **Confidentiality**. The California Public Records Act (Government Code Sections 6250 *et seq.*) mandates public access to government records. Unless the information is exempt from disclosure by law, the content of the quotation, as well as any other written communication between the County Connection and the proposer, is a public record that must be made available to the public. A proposer may not designate its quotation as confidential.
8. **Conflicts of Interest**. By submitting a quotation, the proposer represents and warrants that no director, officer or employee of the County Connection is in any manner interested directly or indirectly in the quotation, or in the contract executed in connection with this RFQ, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The proposer 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 Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of a contract awarded in connection with this RFQ. The proposer further covenants that it will not knowingly employ any person having such an interest in the performance of a contract awarded in connection with this RFQ. Violation of this provision may result in proposer being deemed ineligible to participate in the solicitation, or a contract awarded in connection with this RFQ being deemed void and unenforceable.

Depending on the nature of the work performed, the proposer may be required to publicly disclose financial interests under the County Connection's Conflict of Interest Code. The proposer agrees to promptly submit a Statement of Economic Interest on the form provided

by the County Connection upon receipt. No person previously in the position of director, officer, employee or agent of the County Connection may act as an agent or attorney for, or otherwise represent, the proposer by making any formal or informal appearance, or any oral or written communication, before the County Connection, or any officer or employee of the County Connection, for a period of twelve (12) months after leaving office or employment with the County Connection if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or contract.

The proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the proposer must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the County Connection; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

9. **County Connection's Rights**. The County Connection reserves the right to reject or accept any quotation, to waive any minor irregularities in quotations or procurement procedures, and to request additional information from proposers at any stage of the evaluation process. The County Connection reserves the right to not award any contract as a result of this procurement and may terminate the procurement and commence a new procurement for part or all of the Project at any time. The County Connection will not reimburse any firm for costs incurred as a result of preparing or submitting a quotation, including negotiating with the County Connection on any matter related to this procurement.
10. **Quotation Evaluation and Contract Award**. The County Connection intends to award this contract to the proposer whose quote represents the best value to County Connection.

**-END OF RFQ-**

## **ATTACHMENT A**

### **Scope of Work**

County Connection is seeking a qualified consultant to conduct an onboard passenger survey. A draft survey instrument has already been created by County Connection and is included as Attachment B.

Because a comprehensive survey of every trip on every route is not financially feasible, the consultant will be asked to select blocks of sample trips to be surveyed for each route in the system, including weekend routes, with the goal of having a statistically accurate sample of each route. The survey will not include 600-series school routes. Pre- and post-COVID ridership by route is shown in Attachment C.

The consultant shall be responsible for determining sample size, reviewing and finalizing the survey, hiring and training staff necessary to conduct the survey, and compiling the results. The estimated budget for the work is \$50,000, and surveying should be completed by the end of September 2022.

#### Task 1: Survey Preparation

This task includes review of the draft survey instrument; translation of the final survey into Spanish; reproduction and coding of survey document; recruitment, training, supervision, and payment of surveyors; and all other preparation of surveys and surveyors.

*Deliverable: Final survey form in English and Spanish*

#### Task 2: Survey Sample Selection

Development of a sample methodology designed to create statistically valid data at the route level. County Connection can provide information about ridership by route and trip as well as driver paddles. The consultant should work with County Connection staff to create a mutually agreed upon sample selection methodology.

*Deliverable: Memo describing sample selection methodology*

#### Task 3: Conduct Survey

Includes assigning, supervising, and coordinating all personnel needed to conduct the onboard survey; assisting passengers to complete surveys; collection and correct coding of surveys; and all other work connected with actual data collection.

*Deliverable: Raw data from completed surveys in Excel format; statistics on completed surveys by route*

**ATTACHMENT B**  
**Draft Survey Instrument**

# ON-BOARD SURVEY

## DEAR RIDER:

Please take a minute to fill this survey out and help us plan for your transit needs. It will only take five minutes. Place the survey in the yellow envelope as you exit the bus, or hand it to the person who gave it to you.

Thank you!

### 1. What route are you on right now?

\_\_\_\_\_

### 2. Where are you going now?

- <sub>1</sub> Home
- <sub>2</sub> Work
- <sub>3</sub> School
- <sub>4</sub> Shopping
- <sub>5</sub> Social/ Recreational
- <sub>6</sub> Healthcare
- <sub>7</sub> Other (specify) \_\_\_\_\_

### 3. Where are you coming from?

- <sub>1</sub> Home
- <sub>2</sub> Work
- <sub>3</sub> School
- <sub>4</sub> Shopping
- <sub>5</sub> Social/Recreational
- <sub>6</sub> Healthcare
- <sub>7</sub> Other (specify) \_\_\_\_\_

### 4. How did you get from home to your first bus stop today? (Check only ONE)

- <sub>1</sub> Walked – how many minutes? \_\_\_\_\_
- <sub>2</sub> Used a wheelchair or scooter – how many minutes? \_\_\_\_\_
- <sub>3</sub> Rode my bicycle – how many miles? \_\_\_\_\_
- <sub>4</sub> Drove my car – how many miles? \_\_\_\_\_
- <sub>5</sub> Someone gave me a ride – how many miles? \_\_\_\_\_
- <sub>6</sub> Other (specify) \_\_\_\_\_

### 5. Did you transfer to connect to this bus?

- <sub>1</sub> No
- <sub>2</sub> Yes – Which route? \_\_\_\_\_

### 6. How many total transfers will you make on this one-way trip?

- <sub>1</sub> None
- <sub>2</sub> One
- <sub>3</sub> Two
- <sub>4</sub> Three or more

### 7. How often do you ride County Connection?

- <sub>1</sub> One day a week
- <sub>2</sub> 2-3 days a week
- <sub>3</sub> 3-4 days a week
- <sub>4</sub> 5 or more days a week

### 8. What is your primary reason for choosing County Connection for this trip?

- <sub>1</sub> Cost
- <sub>2</sub> Convenience
- <sub>3</sub> Lack of Car
- <sub>4</sub> Avoiding traffic/parking
- <sub>5</sub> Not able to drive
- <sub>6</sub> Prefer public transit to driving
- <sub>7</sub> Other (specify) \_\_\_\_\_

### 9. How did you pay your fare today?

- <sub>1</sub> Cash
- <sub>2</sub> Clipper Card
- <sub>3</sub> Promo
- <sub>4</sub> Monthly Pass
- <sub>5</sub> Employer/School pass
- <sub>6</sub> Amtrak/ACE Transfer
- <sub>7</sub> No fare required on this route
- <sub>8</sub> Other (specify) \_\_\_\_\_

### 10. How would you have made this trip if County Connection had not been available?

- <sub>1</sub> Drive own vehicle
- <sub>2</sub> Carpool/vanpool
- <sub>3</sub> Taxi/Uber/Lyft
- <sub>7</sub> Get a ride with friend/family member
- <sub>8</sub> Other (specify) \_\_\_\_\_
- <sub>4</sub> Ride bicycle
- <sub>5</sub> Walk
- <sub>6</sub> Wouldn't make trip

### 11. What is your approximate annual household income?

- <sub>1</sub> Less than \$10,000
- <sub>2</sub> \$10,000 to \$24,999
- <sub>3</sub> \$25,000 to \$34,999
- <sub>4</sub> \$35,000 to \$49,999
- <sub>5</sub> \$50,000 to \$74,999
- <sub>6</sub> \$75,000 to \$99,999
- <sub>7</sub> \$100,000 to \$149,000
- <sub>8</sub> \$150,000 or more

### 12. How many people live in your household and in which Zip Code?

- Zip Code \_\_\_\_\_ # People in Household \_\_\_\_\_
- #People who work full time \_\_\_\_\_
- #People who work part time \_\_\_\_\_

### 13. Are you Hispanic or Latino?

- <sub>1</sub> Yes
- <sub>2</sub> No

### 14. Which of the following do you most identify with?

- <sub>1</sub> White
- <sub>2</sub> Black/African American
- <sub>3</sub> Asian
- <sub>4</sub> Native Hawaiian/Pacific Islander
- <sub>5</sub> American Indian/Alaskan Native
- <sub>6</sub> Multiracial
- <sub>7</sub> Other (specify) \_\_\_\_\_

**15. Do you speak a language other than English at home?**

- <sub>1</sub> No  
<sub>2</sub> Yes ► indicate language:  
<sub>3</sub> Spanish    <sub>4</sub> Tagalog    <sub>5</sub> Farsi  
<sub>6</sub> Vietnamese    <sub>7</sub> Chinese  
<sub>8</sub> Other (specify) \_\_\_\_\_

**16. How well do you speak English?**

- <sub>1</sub> Very well                      <sub>3</sub> Not well  
<sub>2</sub> Acceptable                      <sub>4</sub> Not at all

**17. What is your gender?**

- <sub>1</sub> Male    <sub>2</sub> Female    <sub>3</sub> Other

**18. What is your age?**

- <sub>1</sub> Under 18    <sub>3</sub> 36 to 55    <sub>5</sub> 75 or older  
<sub>2</sub> 19 to 35    <sub>4</sub> 56 to 74

**19. How do you typically obtain schedule information and updates about County Connection? (Check all that apply)**

- <sub>1</sub> Printed schedule                      <sub>6</sub> Social Media  
<sub>2</sub> County Connection website                      <sub>7</sub> Bus driver  
<sub>3</sub> At the bus stop                      <sub>8</sub> Friends/Family  
<sub>4</sub> Mobile app                      <sub>9</sub> Customer service call center  
<sub>10</sub> Other (specify) \_\_\_\_\_

**20. What is your employment status?**

- <sub>1</sub> Employed full-time                      <sub>3</sub> Retired  
<sub>2</sub> Employed part-time                      <sub>4</sub> Not employed

**21. Are you a student?**

- <sub>1</sub> Full-time student                      <sub>3</sub> Not a student  
<sub>2</sub> Part-time student

**22. In the last month, typically how many days of the week did you work or attended classes remotely?**

- <sub>1</sub> Completely on-site                      <sub>4</sub> Completely remote  
<sub>2</sub> 1-2 days a week                      <sub>5</sub> N/A  
<sub>3</sub> 3-4 days a week

**23. In the next year, how many days of the week will you work or attend classes remotely?**

- <sub>1</sub> Completely on-site                      <sub>4</sub> Completely remote  
<sub>2</sub> 1-2 days a week                      <sub>5</sub> N/A  
<sub>3</sub> 3-4 days a week

**24. How do you access the Internet?**

- <sub>1</sub> Smartphone    <sub>3</sub> Tablet  
<sub>2</sub> Computer    <sub>4</sub> I don't access the internet

**25. If you could only choose one thing to improve County Connection service, what would you pick?**

- <sub>1</sub> Nothing                      <sub>5</sub> More reliable service  
<sub>2</sub> More frequent service                      <sub>6</sub> Cheaper fares  
<sub>3</sub> Faster service                      <sub>7</sub> Cleaner buses or stops  
<sub>4</sub> Buses run earlier or later                      <sub>8</sub> More service on weekends  
<sub>9</sub> Other (specify) \_\_\_\_\_

**26. How do you rate County Connection in the following areas?**

Characteristics	Poor 1	Fair 2	Neutral 3	Good 4	Excellent 5
a. On-time/reliability	<input type="checkbox"/> <sub>1</sub>	<input type="checkbox"/> <sub>2</sub>	<input type="checkbox"/> <sub>3</sub>	<input type="checkbox"/> <sub>4</sub>	<input type="checkbox"/> <sub>5</sub>
b. Frequency of service	<input type="checkbox"/> <sub>1</sub>	<input type="checkbox"/> <sub>2</sub>	<input type="checkbox"/> <sub>3</sub>	<input type="checkbox"/> <sub>4</sub>	<input type="checkbox"/> <sub>5</sub>
c. Time service begins	<input type="checkbox"/> <sub>1</sub>	<input type="checkbox"/> <sub>2</sub>	<input type="checkbox"/> <sub>3</sub>	<input type="checkbox"/> <sub>4</sub>	<input type="checkbox"/> <sub>5</sub>
d. Time service ends	<input type="checkbox"/> <sub>1</sub>	<input type="checkbox"/> <sub>2</sub>	<input type="checkbox"/> <sub>3</sub>	<input type="checkbox"/> <sub>4</sub>	<input type="checkbox"/> <sub>5</sub>
e. Length of trip	<input type="checkbox"/> <sub>1</sub>	<input type="checkbox"/> <sub>2</sub>	<input type="checkbox"/> <sub>3</sub>	<input type="checkbox"/> <sub>4</sub>	<input type="checkbox"/> <sub>5</sub>
f. Driver courtesy	<input type="checkbox"/> <sub>1</sub>	<input type="checkbox"/> <sub>2</sub>	<input type="checkbox"/> <sub>3</sub>	<input type="checkbox"/> <sub>4</sub>	<input type="checkbox"/> <sub>5</sub>
g. Connections with other buses/transit	<input type="checkbox"/> <sub>1</sub>	<input type="checkbox"/> <sub>2</sub>	<input type="checkbox"/> <sub>3</sub>	<input type="checkbox"/> <sub>4</sub>	<input type="checkbox"/> <sub>5</sub>
h. Condition of buses	<input type="checkbox"/> <sub>1</sub>	<input type="checkbox"/> <sub>2</sub>	<input type="checkbox"/> <sub>3</sub>	<input type="checkbox"/> <sub>4</sub>	<input type="checkbox"/> <sub>5</sub>

**Thank you**  
**for your participation in this survey.**  
**Your responses will be kept strictly confidential.**





**ATTACHMENT C  
Ridership by Route**

Route	Average Daily Passengers	
	September 2019	September 2020
<i>Weekday</i>		
1	378	213
4	855	343
5	583	174
6	671	287
7	557	164
9	507	243
10	1,153	697
11	479	282
14	1,210	762
15	377	262
16	884	535
17	281	165
18	422	211
19	129	97
20	1,302	627
21	555	386
27	77	11
28	152	142
35	729	298
91X	77	51
92X	197	7
93X	176	61
95X	157	61
96X	590	52
97X	106	14
98X	334	203
99X	86	34
<b>Weekday Total</b>	<b>13,023</b>	<b>6,380</b>
<i>Weekend</i>		
4	410	218
6	92	95
301	-	21
310	411	259
311	291	220
314	485	469
315	47	37
316	297	192
320	190	202
321	227	171
335	144	106
<b>Weekend Total</b>	<b>2,595</b>	<b>1,991</b>

**ATTACHMENT D  
Sample Cost Proposal**

Project Title:	Fixed Route Transit Passenger Survey		
Name of Proposer:			
Business Address:		Telephone Number:	
Contact Person:		Email:	

List the following information for all project staff, contract staff, and expenses

Project Staff/ Expense Description	Rate	Hours				Total Cost
		Task 1	Task 2	Task 3	Total	
	\$					\$
	\$					\$
	\$					\$
	\$					\$
	\$					\$
	\$					\$
	\$					\$
	\$					\$
	\$					\$
<b>TOTAL</b>						\$

**ATTACHMENT E**  
**Sample Agreement**

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("CCCTA") and \_\_\_\_\_ ("CONSULTANT").

WHEREAS, CCCTA desires to obtain professional \_\_\_\_\_ services for CCCTA and has issued a Request for Quotations dated \_\_\_\_\_, 20\_\_, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to CCCTA in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, 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. The term of this Agreement will be for a \_\_\_\_ term commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish CCCTA with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in Exhibits A and B.

CCCTA reserves the right, in its sole discretion, to exercise up to \_\_ one- year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If CCCTA determines to exercise the option term(s), CCCTA will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to CCCTA's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. COMPENSATION. The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of \$\_\_\_\_\_, in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses

incurred by the CONSULTANT . The hourly rate by personnel category shall be as set forth in Exhibit. CCCTA will pay the CONSULTANT in accordance with Section 5.

5. MANNER OF PAYMENT. CONSULTANT shall submit invoices to CCCTA on a monthly basis. Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder. CCCTA shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: Central Contra Costa Transit Authority  
Accounts Payable  
2477 Arnold Industrial Way  
Concord, CA 94520  
Attn: \_\_\_\_\_

6. CONSULTANT'S 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 CONSULTANT to undertake, render and oversee all of the services under this Agreement.

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

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of CCCTA. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. 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 CCCTA. CCCTA shall be entitled to access to and copies of these materials during the progress of the work. Any property of CCCTA 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 CCCTA. If any property of CCCTA is lost, damaged or destroyed before final delivery to CCCTA, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby 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.

10. CHANGES. CCCTA 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 4 or in the time of required performance as set forth in Section 3, 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 CCCTA 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. Such notice shall be given CCCTA prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. To the furthest extent permitted by California law, CONSULTANT shall indemnify, keep and save harmless CCCTA, and CCCTA members, 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 caused by an act or omission of the CONSULTANT or its employees, subcontractors or agents. CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment be rendered against CCCTA or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of this 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 when 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 CCCTA a Certificate of Insurance which shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to CCCTA. Such insurance shall also contain a waiver of subrogation in favor of CCCTA and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and CCCTA for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off CCCTA's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, CCCTA, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall 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 CCCTA.

Inclusion of CCCTA as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and CCCTA 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. Such insurance shall also contain a waiver of subrogation in favor of CCCTA and its Directors,



Concord, CA 94520  
ATTENTION: General Manager

If to the CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTENTION: \_\_\_\_\_

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.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability 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. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of CCCTA to have access to, examine and make copies, at CCCTA's expense, of its books, records and documents relating to this Agreement at all reasonable times.

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

C. Release of Information. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of CCCTA's General Manager.

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

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of CCCTA.

F. Attorney's 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 legal fees.

G. Dispute Resolution. CCCTA and CONSULTANT agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by CCCTA, the CONSULTANT shall continue performance under this Contract while matters in dispute are being resolved.

H. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

I. 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 hereto and their respective successors, assigns and legal representatives.

J. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

K. Severability. Should any provision herein be found or deemed to be invalid or unenforceable, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

L. No Third Party Beneficiaries. This Agreement is not for the benefit of any person or entity other than the parties.

M. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

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

CENTRAL CONTRA COSTA  
TRANSIT AUTHORITY

CONSULTANT\*

By: \_\_\_\_\_  
General Manager

\*By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_



## Legal Counsel for CCCTA

*\* 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.*