



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Service Contracts for Transportation Consultation

MEETING DATE: May 4, 1994

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: The City Council authorize the City Manager to enter into personal service contracts with James E. Brown and Associates (planning and implementation) and Selena Barlow (marketing) to provide consultation services to implement a fixed route transit system.

BACKGROUND INFORMATION: The City has undertaken a project to implement a fixed route transit system in the City of Lodi during the latter part of calendar year 1994. A target date of late November has been established. In order to meet this date, a number of tasks must be accomplished. Attached (Exhibit A) is a schedule of these tasks. In order to accomplish this, expertise must be retained.

There are numerous tasks that must be accomplished. These include defining system needs; routing; design; fare structure; operating guidelines; performance standards; equipment design; system software; review of alternative methods of providing service; contract or City operation; projections of equipment and facility needs in the future; develop short and long range transit plans; and provide oversight during the early days of operation. There is no one on staff possessing the expertise to assume these tasks.

The City has worked with Mr. Jim Brown in the past and has developed an effective working relationship with him. He is familiar with the City's present Dial-A-Ride system. He has been requested to present to the City of Lodi a proposal to do the required work shown as Exhibit B.

The total cost of this project will not exceed \$35,000. This amount has been approved in a Federal Transit claim for FY 93-94.

FUNDING: FTA funds

Respectfully,

Jerry L. Glenn
Assistant City Manager

Attachments

CCOM-041/TXTA.07A

APPROVED

THOMAS A. PETERSON
City Manager



recycled paper

EXHIBIT A

LODI TRANSIT IMPLEMENTATION ___KEY DATES AND THINGS TO DO

MAY 1994

- Adopt Specs for Buses for October delivery
- Name system and adopt logo
- Begin data collection for Section 15 Report
- Send in request for payment of 1992/93 funding
- Adopt Specs for Transit Supervisor
- Hire Consultant
- Begin Public Hearing for fixed route system
- Begin work on planning process for new fixed route system
- Revitalize Transit Committee
- Hire Transit Manager
- Purchase Office Equipment and Computers

June 1994

- Prepare specifications for bus shelters, signs, benches and
- Advertise for bids
- Review current data collection and reporting systems
- Planning Process

July 1994

- Planning Process

August 1994

- Planning Process
- Initiate Work on Marketing Plan

September

- Draft of fixed route system available for review

October 1994

- Hire and Train Drivers
- Begin Advertising
- Take Delivery of buses
- Check out and accept buses
- Begin driver training

November 1994

- Dry run routes
- System Start-up Thanksgiving Weekend Nov.24, 1994

EXHIBIT B

JAMES F. BROWN & ASSOCIATES
2163 Cottage Way
Sacramento, California 95825
(916) 927-8784

April 20, 1994

Mr. Jerry Glenn
Assistant City Manager
City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, California 95241-1910

Dear Jerry:

This letter is written as a follow-up to our conversations over the past few months regarding the implementation planning, marketing and technical assistance services that are needed to assist the City of Lodi in the implementation and start-up of its new fixed route transit system (with a goal start-up of Thanksgiving 1994).

My understanding of the project is the development of the information and materials required to complete the planning, implementation, marketing and start-up of the City's new fixed route public transit system. The following is the outline of a work program and an estimate of the time required to carry out the activities that we have discussed over the past few months.

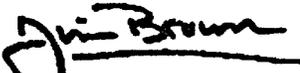
I propose to conduct the majority of the work on this project using a combination of my time and the assistance of James E. Emerson, an associate who has worked with me on a number of similar projects. For the Marketing Implementation Plan I would recommend Selena Barlow, a marketing consultant that I have worked with and who has prepared this type of analysis and materials on a number of similar projects for operators in northern California and throughout the country.

We estimate that the service planning and implementation program will cost approximately \$22,000 and that the Marketing Plan and Implementation Program will cost approximately \$13,000. We propose to carry out this project on a time and expenses basis with our cost not to exceed the \$35,000 contained in the Section 9 Grant unless the City requires extensive changes or additions to the scope of work finally agreed upon.

Letter to Jerry Glenn
Page 2 of 2
April 20, 1994

I appreciate the opportunity to submit this proposal and look forward to discussing it with you and working with you and the City of Lodi staff on this project. If you have any questions or comments regarding this proposal or the work program please call me at (916) 927-8784.

Sincerely,


James E. Brown

CITY OF LODI TRANSIT SYSTEM

FIXED ROUTE SYSTEM IMPLEMENTATION PLAN AND PROGRAM

PROPOSED WORK PROGRAM

TASK 1: REFINE WORK PROGRAM - PROJECT MANAGEMENT

This work activity includes meetings between the consultants and the staff of the City of Lodi, the transit system staff and any other key local agencies. During the initial stages of the contract, the consultant will work with City staff to identify all agencies, citizen groups and individuals to be interviewed, contacted or invited to participate in public participation opportunities. This work activity also includes supervision and management of the proposed contract for the Marketing Plan and Implementation Program.

The consultants participation at public hearings, steering committee meetings and other interim presentations to city staff and the City Council, as required, are also included under this work activity. We have included a minimum of twelve trips to the Lodi Urban area in the projected budget for this study. This will provide for frequent and ongoing interaction with the staff, and recommended elected officials, special program representatives, and special interest groups.

To ensure full public participation, we recommend that the City use either a Project Advisory Committee and/or at least two public workshops. One workshop would take place early in the project to assist in defining system needs, routing and design. The second workshop would be to review the consultants recommendations for routing, fare structure, and integration of the fixed route and dial-a-ride system.

As a part of this work activity, the consultant will meet with the City's Project Manager to review and finalize this work program and schedule. Based on the agreements reached in this meeting the consultant will, as required, prepare and submit a revised work plan and schedule.

TASK 2: ANALYSIS OF SERVICE AREA AND TRANSIT DEMAND - EVALUATION OF EXISTING CONDITIONS

Under this work activity the consultants will review the existing studies on transit service (including the Short Range Transit Plan and the Transit Needs Assessment and System Plan, Regional Transportation Plan and plans for a Countywide Intercity Transit System), City and County General Plans for the Lodi Urban Area and socio-economic and demographic information. The written document review will be supplemented with interviews with City staff and key local area resource people. The goal of this work activity is provide a firm and clear understanding of the transportation needs and travel patterns of the Lodi Urban Area so routing alternatives can be developed that will provide the optimal routing to meet the needs of the local citizens.

The consultant's review of the existing and proposed system will include an evaluation of the system management and operations including service area(s), route structures, scheduling, maps and public information, operating policies, fare structure, fleet, equipment and facilities.

TASK 3: DEVELOPMENT OF SERVICE AND ROUTE RECOMMENDATIONS

Using the information developed in Task 1 and 2 the consultants will develop specific fixed route system routing recommendations for review by City staff, any citizen participation activity and the City Council. These recommendations will include specific route alignment, the location of bus stops and transfer points (for transfers both within the system and to other inter-city carriers) and a rough draft schedule for the proposed routes. The first step in the process would be to develop an initial set of routing recommendations which would be reviewed with city staff (transit management, public works, etc.) to ensure that the routes would meet basic City needs and requirements. This would be followed by a broader review with other city staff and any citizen participation activity.

Once consensus and agreement has been reached on the route design the consultants would develop more specific and refined schedule recommendations for the proposed routes. The consultants will prepare draft schedules, perform road tests of those schedules, retest and assist in the process of final testing and schedule refinements, as necessary, when equipment is available for final road testing.

TASK 4: REVIEW AND UPDATE OF GOALS, POLICIES AND ACTIONS

Under this work item the consultant will review the existing Goals, Objectives and policies for the Lodi Transit System as contained in the Short Range Transit Plan, operating policies, passenger policies, and other policy actions adopted by the City Council and/or system management. The existing Goals and Policies will be evaluated in light of the current and projected operating data, and then updated and revised, as necessary, to reflect the current and projected operating environment. A complete set of Goals, Policies, Actions and Standards will be recommended for review and adoption by the City Council and can be used to evaluate the transit services program as part of an on-going system management program.

The end product of this work activity will be a recommended set of Goals, Policies, Actions and Standards for the City of Lodi Transit System.

TASK 5: ASSIST CITY STAFF IN ACQUISITION OF SYSTEM EQUIPMENT

Under this work activity the consultants will assist city staff in the preparation of specifications for buses, bus shelters, signs, benches, computer system and software and in the process of circulating bids, evaluation, selection and award.

TASK 6: DEVELOPMENT OF FARE STRUCTURE RECOMMENDATIONS

We will develop recommendations for a fare structure for both the fixed route and dial-a-ride transit system. Options will be reviewed with City staff, any advisory committee and the City Council. Options will include any reduced fares required by law, compliance with ADA requirements and any local state and federal requirements. We will review fare structure alternatives which may include basic and reduced fares, daily and monthly passes, transfers, punch passes and other fare instruments. The fare structure will be designed both to attract riders, provide for integration of the fixed route and dial-a-ride components into a total system and to meet the farebox recovery requirements of the Transportation Development Act.

TASK 7: DEVELOPMENT OF INSTITUTIONAL RECOMMENDATIONS

Under this work activity we will assist the City in the review of the alternative methods of providing transit services including use of City employees, contracting with other government entities and contracting with the private sector.

TASK 8: DEVELOPMENT OF FACILITY AND EQUIPMENT RECOMMENDATIONS

The consultants will prepare short and longer term recommendations for facility and equipment needs during the first five years of the transit systems operation. These recommendations will include revenue and service vehicles, operations and maintenance facilities, bus stop and transfer center equipment and facilities.

TASK 9: PREPARE DRAFT LODI TRANSIT SYSTEM OPERATIONS AND IMPLEMENTATION PLAN

This work item includes the preparation of a draft Lodi Transit System Implementation Plan based on the work contained in Tasks 1-8. The draft Transit Implementation Plan will be presented to the City Staff, any citizen participation mechanism(s) approved by the City and the City Council.

TASK 10: PREPARE FINAL LODI TRANSIT SYSTEM OPERATIONS AND IMPLEMENTATION PLAN

This work activity will include incorporation of any comments and recommendations from Task 9 into a final Transit Implementation Plan and presentation of the final plan to the City Council.

TASK 11: PROVIDE TECHNICAL ASSISTANCE FOR SYSTEM IMPLEMENTATION

This work activity includes any additional and/or miscellaneous technical assistance that may be required to implement the transit system that may be necessary and can be accomplished within the project budget.

CITY OF LODI TRANSIT SYSTEM

FIXED ROUTE SYSTEM MARKETING IMPLEMENTATION PLAN AND PROGRAM

PROPOSED WORK PROGRAM

TASK 1: REVIEW PAST MARKETING ACTIVITIES, SURVEYS AND RIDERSHIP PROFILE

Task 1 is a critical stage in development of the marketing plan, as it constitutes the collection of information on which all recommendations will be based. We propose to include three steps:

1. Analysis of Existing Data

We will review the following materials as part of the development of marketing plan analysis and recommendations:

- Any available Short or Long Range Transit Plans
- Results of past passenger surveys
- Ridership data (by fare class, age group, etc.) for the past two years,
- Any available population and demographic statistics for the Lodi Transit System service area.
- Copies of advertising and information materials for the past two years.
- Any past marketing or media plans for the Lodi Transit System,
- And, if available, rate cards for local print, broadcast and outdoor media.

Having the opportunity to review as much information as possible in advance, will maximize the usefulness of initial meetings with City staff.

2. On-site Information Gathering

After reviewing the existing data, I will spend two or three days in the City of Lodi to complete the information gathering stage. While there I will:

- **Meet with the City of Lodi staff to clarify the project objectives, familiarize myself with the systems operations, and discuss resources and personnel available to implement the plan.**
- **Review and clarify the information received in Step 1.**
- **Work with the staff to conduct a comprehensive review of the City of Lodi Transit System's marketing function, including passenger information, customer service, advertising, promotions and public relations.**
- **Collect additional information regarding the City of Lodi Transit System through personal interviews with city and other public officials, major employers, and other appropriate sources. This information will include trip generators/key destinations, predominant travel patterns, residential and employment distributions, etc.**
- **Collect all necessary information regarding available advertising media and information distribution channels.**

3. Marketing Program Evaluation

Once all information has been gathered and analyzed, an evaluation of past and current marketing activities and materials will be made. The evaluation will address:

- Appropriateness of targeting,
- Effectiveness of advertising messages,
- Quality and distribution of information materials
- And effectiveness of customer service and related marketing functions

Results and the evaluation will be presented to the Lodi City Council in a brief working paper.

TASK 2: IDENTIFY TARGET MARKET SEGMENTS

Based on the information collected in Task 1 and my team's experience with other transit systems, a segmentation analysis will be performed to identify market segments with the greatest potential for increased transit usage. Depending on the data available, target segments will be identified based on:

- Demographics (i.e. age, income, occupation),
- Travel characteristics (i.e. commuters, school students, off peak travelers, downtown oriented),
- Ridership status (i.e. potential rider, regular rider, occasional rider),
- Ridership motivations (i.e. transit dependent).

Factors considered during the segmentation analysis will include the size of each segment, the groups access to transit services, the probability for increased transit ridership, and the capacity to provide targeted communications with the group. Vehicles for efficiently reaching each potential segment will be identified and evaluated.

TASK 3: DEVELOP DRAFT MARKETING PLAN

Utilizing the information collected and analyzed in Tasks 1 and 2, my team will develop a comprehensive marketing plan for the City of Lodi Transit System (Dial-a-Ride and Fixed Route). The plan will provide detailed recommendations for the coming fiscal year, plus general recommendations for longer range marketing strategies. At the draft stage, the plan will include the following:

- Review of the Lodi Transit System's marketing goals and the specific objectives to be addressed in the marketing plan.
- Summary of the market information collected which is relevant to the development of marketing strategies.
- Summary of the segmentation analysis conducted in Task 2, and a description of the identified target markets.
- Specific recommended strategies and programs for cost-efficiently targeting each of the market segments identified as high potential. This section will address:
 - passenger information
 - media advertising and promotion
 - public relations,
 - and opportunities for joint marketing partnerships.

The plan will provide a detailed guide for the implementation of strategies in each of these areas.

- Detailed media plan for most efficiently implementing the proposed strategies. Media considered will include print, broadcast, outdoor, direct mail, and direct marketing.
- Creative concepts and layouts for advertising and collateral materials to support the recommended strategies. These will include items such as:
 - Design for a comprehensive Rider's Guide including City of Lodi Transit System service area and route map, schedules, fares, how-to-ride information connections to other transit systems and points of interest. (Particular attention will be paid to the design of the system map and schedule into a format that is both attractive and easy to use. I believe that high quality passenger information materials are the single most important factor in increasing ridership among existing riders and attracting new riders.)
 - Recommendations for a system name and a design for a logo and bus stop sign for the City of Lodi Transit Fixed Route System.
 - Concepts and designs for other printed materials such as brochures, flyers, paycheck or utility bill stuffers, posters, etc.
 - Headlines and designs for newspaper and/or outdoor advertising.
 - Concepts and rough scripts for broadcast PSA's or commercials.
 - Budget for completion of all materials (within this project's budget) and for the start-up period and first year of operation of the new combined system. We will also recommend projected budgets for future years.

In addition to the copies, I will provide an oral presentation of the draft marketing plan with the opportunity for staff and council members to ask questions and discuss recommended programs.

TASK 4: PREPARE FINAL MARKETING PLAN

With the input of the City of Lodi staff, the marketing plan will be revised and finalized. Ten copies of the final plan will be submitted to the City of Lodi.

TASK 5: PREPARE MARKETING MATERIALS

Once the Marketing Plan has been completed, production of all materials for the start-up and first year operation will be initiated. Depending on the programs actually recommended, this stage may include:

- Production of camera ready originals for the City of Lodi Fixed Route and Dial-a-Ride system Route maps and schedule(s), bus stop signs and logo.
- Production of camera ready originals for other collateral materials specified in the Marketing Plan (i.e. brochures, flyers, posters, etc.)
- Production of camera ready originals for print or outdoor advertising.
- Copy writing of radio commercial scripts, public service announcements, news releases or other marketing tools specified in the marketing plan.

All materials will be presented to the City of Lodi staff for final approval prior to production of advertising "slicks" and broadcast spots.

TASK 6: FINALIZE MARKETING PLAN

Once the City of Lodi staff (and Council, as required) has given final approval of all materials, production of print and broadcast materials will be completed. We will provide the City of Lodi with all elements necessary to implement the Marketing Plan during the coming year. Materials will be designed such that they can be effectively reused in future years as well (with simple updates for route and schedule changes if necessary).

J-1
F/U 5/4

**JAMES E. BROWN AND ASSOCIATES
CONSULTING SERVICES AGREEMENT**

This Agreement is between James E. Brown, doing business as James E. Brown and Associates, hereinafter referred to as "Consultant" and City of Lodi, hereinafter referred to as "Lodi".

W I T N E S S E T H :

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- SECTION 1 ORGANIZATION AND CONTENTS
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- SECTION 3 SCOPE OF CONSULTING SERVICES - UNANTICIPATED ADDITIONAL SERVICES
- SECTION 4 TIME OF PERFORMANCE
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- SECTION 6 COMPLIANCE WITH LAWS, RULES, REGULATIONS
- SECTION 7 EXHIBITS INCORPORATED
- SECTION 8 RESPONSIBILITY OF CONSULTANT
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- SECTION 29 SPECIAL PROVISIONS

cc: 50 (b)
cc: 90

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; COMPLETION

1. The Consultant agrees to perform all work necessary to complete the services described in Exhibit A, DESCRIPTION OF PROJECT, SCOPE OF WORK, (FIXED ROUTE SYSTEM IMPLEMENTATION PLAN AND PROGRAM) which is attached and incorporated by reference as if set forth in full.

SECTION 3 - SCOPE OF CONSULTING SERVICES - UNANTICIPATED ADDITIONAL SERVICES

The Parties agree the project may require the Consultant to perform or secure the performance of related services, in addition to those set forth in EXHIBIT A. In such an event the Consultant will advise Lodi, in advance, of the need for the additional services, their cost, and, if appropriate, the estimated time required to perform them.

Upon a minimum of ten (10) days' written notice, Lodi may modify the scope of basic services to be provided under this Agreement. Upon receipt of such notice, the Consultant will determine the impact on both time and compensation of such change in scope and notify Lodi.

Upon agreement between the Consultant and Lodi as to the modifications of time and compensation, Lodi shall prepare an amendment to this Agreement, describing such changes.

SECTION 4 - TIME OF PERFORMANCE

The Consultant will complete the tasks as indicated in EXHIBIT A, DESCRIPTION OF PROJECT/SCOPE OF WORK, or as soon thereafter as possible.

SECTION 5 - COMPENSATION

The Consultant will submit an invoice to Lodi showing professional services and direct expenses for each project. Lodi shall pay the Consultant within thirty (30) days after the invoice is mailed.

It is agreed the total compensation and reimbursement to be paid for those items described in Exhibit A, DESCRIPTION OF PROJECT, hereunder shall be the sum of twenty-two thousand dollars (\$22,000.00) for the services to be performed by the Consultant.

SECTION 6 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

The Consultant will perform the services in compliance with all applicable Federal, State, or local laws, rules, and regulations.

SECTION 7 - EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement are attached and incorporated by reference.

SECTION 8 - RESPONSIBILITY OF CONSULTANT

The Consultant possesses, or will arrange to secure from others, all of the necessary professional consulting capabilities, experience, resources, and facilities necessary to provide to Lodi the services specified in this Agreement.

SECTION 9 - RESPONSIBILITY OF Lodi

Lodi shall:

- A. Assist the Consultant by providing him with all available information requested, including but not limited to previous reports.
- B. Guarantee access to and make all provisions for the Consultant to enter upon public and private property, as the Consultant deems necessary.
- C. Examine all studies, reports, proposals, and other documents presented by the Consultant and render pertinent decisions within a reasonable time so as not to delay the Consultant's performance of service.
- D. Designate in writing a person to act as Lodi's representative relative to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Lodi's policies and decisions with respect to materials, equipment, elements, and systems relative to the Consultant's services.
- E. Furnish approvals and permits from all governmental authorities with jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

SECTION 10 - TERM

The term of this Agreement shall commence January 14, 1994, and shall end upon completion of the work by the Consultant and payment of Consultant by Lodi.

SECTION 11 - TERMINATION OF THIS AGREEMENT

This Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party. The Consultant shall be paid in quantum meruit for services performed, less payments of compensation previously made.

If the Consultant is prevented from performing his obligations under this Agreement by any occurrence beyond his control, he shall be excused from any further performance of his obligations under this Agreement.

SECTION 12 - INTEREST OF OFFICIALS AND CONSULTANT

A. No officer, member, or employee of Lodi or other public official who participates in the review or approval of the undertaking or carrying out of this Agreement shall:

1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest.

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during the term of this Agreement and for one year thereafter.

B. No member of or delegate to the United States Congress or any Resident Commissioner shall share any benefits arising from this Agreement.

C. At the time of the execution of this Agreement, the Consultant neither has an interest in nor shall he acquire any interest in the future, direct or indirect, which would conflict with the performance of services pursuant to this Agreement. The Consultant will hire no person having such an interest in the performance of this Agreement.

SECTION 13 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

SECTION 14 - INDEPENDENT CONTRACTOR

The Parties agree that their relationship under this Agreement is that of an employer and an independent contractor. The Consultant shall be solely responsible for the conduct and the control of the work performed under this Agreement. The Consultant shall be free to render consulting services to others during the term of this Agreement.

SECTION 15 - DISPUTE

Any dispute not resolvable by informal arbitration between the Parties to this contract may be adjudicated under the laws of the State of California, in Sacramento County.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any subcontractor because of race, religion, color, sex, or national origin. The Consultant shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60), the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal employment opportunity.

SECTION 17 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Lodi that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department of Transportation (DOT) contracts.

SECTION 18 - TITLE VI COMPLIANCE

The Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR Part 21 through Appendix C and 23 CFR 710.405(b).

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the DOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference.

2. **Nondiscrimination:** Relative to the work performed pursuant to this Agreement, the Consultant shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, including Procurement of Materials and Equipment:** In all solicitations by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, the Consultant shall notify each potential subcontractor or supplier of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

4. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lodi or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any required information is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Lodi or the FTA, as appropriate, and shall state the efforts he has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Lodi shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or,

b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (5) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as Lodi or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Lodi to enter into such litigation to protect the interests of Lodi, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

7. **Civil Rights:** All subcontracts awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21 through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

SECTION 19 - SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement.

SECTION 20 - PUBLICATION

A. The Consultant shall not make available to any individual or organization any report, information, or other data given to, prepared by, or assembled by the Consultant relative to this Agreement, without the prior written approval of Lodi.

B. Any and all reports published by the Consultant shall acknowledge that it was prepared in cooperation with Lodi and the FTA.

C. The Consultant shall include the following statement in the forward, preface, or footnote of any articles, reports, or works reporting on the services of this Agreement or on portions thereof which are published by Consultant:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies

of Lodi or the FTA. This report does not constitute a standard, specification, or regulation."

SECTION 21 - INDEMNIFICATION

The Consultant will hold Lodi and officers harmless of and free from any and all liabilities which might arise out of or relating to this Agreement. Should Lodi or any of its officers be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this Agreement, the Consultant will defend and indemnify Lodi and its officers for any judgment rendered against them or any sums paid out in settlement or otherwise.

SECTION 22 - INSURANCE

The Consultant agrees to obtain and maintain liability insurance in the amount of five hundred thousand dollars (\$500,000) for the term of this Agreement.

SECTION 23 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, computer programs, drawings, designs, and reports generated by this Agreement shall belong to and become the property of Lodi in accordance with accepted standards relating to public work contracts. Obtaining or producing additional copies, not otherwise provided for herein, shall be the responsibility of Lodi.

SECTION 24 - ACCESS TO RECORDS

The Consultant and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to Consultant. Such materials shall be available for inspection by authorized representatives of Lodi, or the copies thereof shall be furnished if requested. The Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION 25 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the Parties as follows:

- a. To: Mr. Jerry Glenn
Assistant City Manager
City of Lodi
221 West Pine Street
Lodi, California 95241-1910
- b. To Consultant: James E. Brown
James E. Brown and Associates
P. O. Box 2462
Sacramento, CA 95812-2462

Nothing hereinabove shall prevent either Lodi or the Consultant from personally delivering any such notices to the other.

SECTION 26 - JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California, in Sacramento County. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION 27 - INTEGRATION

This Agreement represents the entire understanding of the Consultant and Lodi as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by amendment signed by the Consultant and Lodi.

SECTION 28 - SPECIAL PROVISIONS

Participation by Foreign Contractors and Subcontractors: Lodi will not consider for award any bid proposals submitted by any contractor, and will not consent to subletting any portions of the contract to any subcontractor, of a foreign country during any period in which such foreign country is listed by the United States Trade Representatives as discriminating against U.S. firms in conducting procurements for public works projects.

discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the United States Trade Representative, the country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of this Special Provision, any contractor or subcontractor who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals or a foreign country, shall be considered to be a contractor or subcontractor of such foreign country.

The Consultant, under penalty of perjury, certifies that, except as noted below, he or any person associated therewith in the capacity of owner, partner, director, officer, or manager is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted of, had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement.

DATE:

City of Lodi

By _____

DATE:

Selena Barlow, Public Transportation
Marketing Consultant

By _____

**SELENA DARLOW - PUBLIC TRANSIT MARKETING CONSULTANT
CONSULTING SERVICES AGREEMENT**

This Agreement is between Selena Barlow, doing business as Selena Barlow, Public Transportation Marketing Consultant, hereinafter referred to as "Consultant" and City of Lodi, hereinafter referred to as "Lodi".

W I T N E S S E T H :

SECTION 1 - ORGANIZATION AND CONTENTS

- SECTION 1 ORGANIZATION AND CONTENTS
- SECTION 2 SCOPE OF CONSULTING SERVICES - BASIC
- SECTION 3 SCOPE OF CONSULTING SERVICES - UNANTICIPATED ADDITIONAL SERVICES
- SECTION 4 TIME OF PERFORMANCE
- SECTION 5 COMPENSATION
- SECTION 6 COMPLIANCE WITH LAWS, RULES, REGULATIONS
- SECTION 7 EXHIBITS INCORPORATED
- SECTION 8 RESPONSIBILITY OF CONSULTANT
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- SECTION 10 TERM
- SECTION 11 - TERMINATION OF THIS AGREEMENT
- SECTION 12 INTEREST OF OFFICIALS AND CONSULTANT
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- SECTION 17 DISADVANTAGED BUSINESS ENTERPRISE (DBE)
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- SECTION 27 JURISDICTION
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SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; COMPLETION

1. The Consultant agrees to perform all work necessary to complete the services described in Exhibit A, DESCRIPTION OF PROJECT, SCOPE OF WORK, (FIXED ROUTE SYSTEM MARKETING IMPLEMENTATION PLAN AND PROGRAM) which is attached and incorporated by reference as if set forth in full.

SECTION 3 - SCOPE OF CONSULTING SERVICES - UNANTICIPATED ADDITIONAL SERVICES

The Parties agree the project may require the Consultant to perform or secure the performance of related services, in addition to those set forth in EXHIBIT A. In such an event the Consultant will advise Lodi, in advance, of the need for the additional services, their cost, and, if appropriate, the estimated time required to perform them.

Upon a minimum of ten (10) days' written notice, Lodi may modify the scope of basic services to be provided under this Agreement. Upon receipt of such notice, the Consultant will determine the impact on both time and compensation of such change in scope and notify Lodi.

Upon agreement between the Consultant and Lodi as to the modifications of time and compensation, Lodi shall prepare an amendment to this Agreement, describing such changes.

SECTION 4 - TIME OF PERFORMANCE

The Consultant will complete the tasks as indicated in EXHIBIT A, DESCRIPTION OF PROJECT/SCOPE OF WORK, or as soon thereafter as possible.

SECTION 5 - COMPENSATION

The Consultant will submit an invoice to Lodi showing professional services and direct expenses for each project. Lodi shall pay the Consultant within thirty (30) days after the invoice is mailed.

It is agreed the total compensation and reimbursement to be paid for those items described in Exhibit A, DESCRIPTION OF PROJECT, hereunder shall be the sum of thirteen thousand dollars (\$13,000.00) for the services to be performed by the Consultant.

SECTION 6 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

The Consultant will perform the services in compliance with all applicable Federal, State, or local laws, rules, and regulations.

SECTION 7 - EXHIBITS INCORPORATED.

All Exhibits referred to in this Agreement are attached and incorporated by reference.

SECTION 8 - RESPONSIBILITY OF CONSULTANT

The Consultant possesses, or will arrange to secure from others, all of the necessary professional consulting capabilities, experience, resources, and facilities necessary to provide to Lodi the services specified in this Agreement.

SECTION 9 - RESPONSIBILITY OF Lodi

Lodi shall:

- A. Assist the Consultant by providing him with all available information requested, including but not limited to previous reports.
- B. Guarantee access to and make all provisions for the Consultant to enter upon public and private property, as the Consultant deems necessary.
- C. Examine all studies, reports, proposals, and other documents presented by the Consultant and render pertinent decisions within a reasonable time so as not to delay the Consultant's performance of service.
- D. Designate in writing a person to act as Lodi's representative relative to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Lodi's policies and decisions with respect to materials, equipment, elements, and systems relative to the Consultant's services.
- E. Furnish approvals and permits from all governmental authorities with jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

SECTION 10 - TERM

The term of this Agreement shall commence January 14, 1994, and shall end upon completion of the work by the Consultant and payment of Consultant by Lodi.

SECTION 11 - TERMINATION OF THIS AGREEMENT

This Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party. The Consultant shall be paid in quantum meruit for services performed, less payments of compensation previously made.

If the Consultant is prevented from performing his obligations under this Agreement by any occurrence beyond his control, he shall be excused from any further performance of his obligations under this Agreement.

SECTION 12 - INTEREST OF OFFICIALS AND CONSULTANT

A. No officer, member, or employee of Lodi or other public official who participates in the review or approval of the undertaking or carrying out of this Agreement shall:

1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest.

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during the term of this Agreement and for one year thereafter.

B. No member of or delegate to the United States Congress or any Resident Commissioner shall share any benefits arising from this Agreement.

C. At the time of the execution of this Agreement, the Consultant neither has an interest in nor shall he acquire any interest in the future, direct or indirect, which would conflict with the performance of services pursuant to this Agreement. The Consultant will hire no person having such an interest in the performance of this Agreement.

SECTION 13 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

SECTION 14 - INDEPENDENT CONTRACTOR

The Parties agree that their relationship under this Agreement is that of an employer and an independent contractor. The Consultant shall be solely responsible for the conduct and the control of the work performed under this Agreement. The Consultant shall be free to render consulting services to others during the term of this Agreement.

SECTION 15 - DISPUTE

Any dispute not resolvable by informal arbitration between the Parties to this contract may be adjudicated under the laws of the State of California, in Sacramento County.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any subcontractor because of race, religion, color, sex, or national origin. The Consultant shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60), the California Fair Employment and Housing Act, and any other applicable federal and State laws and regulations relating to equal employment opportunity.

SECTION 17 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Lodi that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department of Transportation (DOT) contracts.

SECTION 18 - TITLE VI COMPLIANCE

The Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR Part 21 through Appendix C and 23 CFR 710.405(b).

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the DOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference.

2. **Nondiscrimination:** Relative to the work performed pursuant to this Agreement, the Consultant shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, including Procurement of Materials and Equipment:** In all solicitations by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, the Consultant shall notify each potential subcontractor or supplier of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

4. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lodi or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any required information is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Lodi or the FTA, as appropriate, and shall state the efforts he has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Lodi shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or,

b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (5) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as Lodi or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Lodi to enter into such litigation to protect the interests of Lodi, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

7. **Civil Rights:** All subcontracts awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21 through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

SECTION 19 - SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement.

SECTION 20 - PUBLICATION

A. The Consultant shall not make available to any individual or organization any report, information, or other data given to, prepared by, or assembled by the Consultant relative to this Agreement, without the prior written approval of Lodi.

B. Any and all reports published by the Consultant shall acknowledge that it was prepared in cooperation with Lodi and the FTA.

C. The Consultant shall include the following statement in the forward, preface, or footnote of any articles, reports, or works reporting on the services of this Agreement or on portions thereof which are published by Consultant:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies

of Lodi or the FTA. This report does not constitute a standard, specification, or regulation."

SECTION 21 - INDEMNIFICATION

The Consultant will hold Lodi and officers harmless of and free from any and all liabilities which might arise out of or relating to this Agreement. Should Lodi or any of its officers be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this Agreement, the Consultant will defend and indemnify Lodi and its officers for any judgment rendered against them or any sums paid out in settlement or otherwise.

SECTION 22 - INSURANCE

The Consultant agrees to obtain and maintain liability insurance in the amount of five hundred thousand dollars (\$500,000) for the term of this Agreement.

SECTION 23 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, computer programs, drawings, designs, and reports generated by this Agreement shall belong to and become the property of Lodi in accordance with accepted standards relating to public work contracts. Obtaining or producing additional copies, not otherwise provided for herein, shall be the responsibility of Lodi.

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221 West Pine Street
Lodi, California 95241-1910
- b. To Consultant: Selena Barlow
Public Transportation
Marketing Consultant
1638 E. Lester
Tucson, Arizona 85719

Nothing hereinabove shall prevent either Lodi or the Consultant from personally delivering any such notices to the other.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement.

DATE:

City of Lodi

By _____

DATE:

James E. Brown and Associates

By _____

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DATE:

City of Lodi

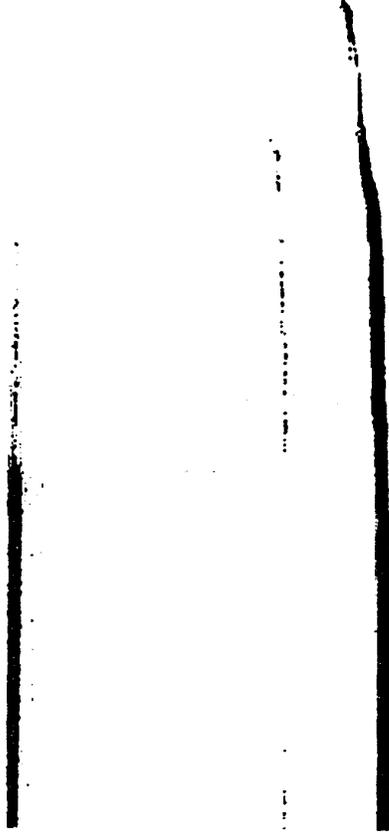
By _____

DATE:

James E. Brown and Associates

By _____

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CITY OF LODI

FIXED ROUTE SYSTEM MARKETING IMPLEMENTATION PLAN AND PROGRAM

COST PROPOSAL

PROFESSIONAL SERVICES (Includes Overhead)

Selena Barlow 180 hours @ \$50.00/hr. \$ 9,000

TRAVEL AND ADMINISTRATIVE EXPENSES \$ 2,000

PRODUCTION EXPENSES \$ 2,000

TOTAL PROPOSED COST \$ 13,000

Submitted By:

Dennis E. Brown for
Selena Barlow

May 3, 1994

CITY OF LODI

FIXED ROUTE SYSTEM MARKETING IMPLEMENTATION PLAN AND PROGRAM

HOURS

TASK 1:	REVIEW PAST MARKETING ACTIVITIES, SURVEYS AND RIDERSHIP PROFILE	
	Includes two days on-site in Lodi	32
TASK 2:	IDENTIFY TARGET MARKET SEGMENTS	8
TASK 3:	DEVELOP DRAFT MARKETING PLAN	40
TASK 4:	PRESENT MARKETING PLAN	
	Includes two days on-site in Lodi	16
TASK 5:	PREPARE MARKETING MATERIALS	80
TASK 6:	FINALIZE MARKETING PLAN	4
	TOTAL ESTIMATED HOURS	180