



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for City of Lodi Short-Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City (\$29,925)

**MEETING DATE:** May 1, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Professional Services Agreement for City of Lodi Short-Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City, in the amount of \$29,925.

**BACKGROUND INFORMATION:** Federal transportation statutes require that local agencies develop and periodically update a long-range Regional Transportation Plan (RTP) and a Transportation Improvement Program (TIP). The TIP programs federal funds to transportation projects identified in the RTP. In order to effectively execute these planning and programming responsibilities, the Federal Transportation Administration requires each transit operator receiving federal funding to prepare and adopt a Short-Range Transit Plan (SRTP).

The City's current SRTP was accepted by City Council in 2009 and provided a 10-year plan for the Lodi's transit system. Since then, the City reduced services, increased fares, and implemented the majority of the current SRTP capital improvement recommendations. As a result, staff proposes to update the SRTP by developing new recommendations for the capital improvement plan; updating the financial plan, including forecasting available funding and expenditures; and recommending marketing strategies. The project also includes updating goals and objectives, conducting analyses and evaluations, recommending expansion options, conducting public surveys/stakeholder interviews, and hosting public meetings. To meet current State and federal revenue projections, the SRTP update includes public participation and recommendations for extending service hours.

Request for Proposals (RFP) for the SRTP Update (FY 2013/14 - FY 2023/24) was released on March 11, 2013. Two proposals were received on April 10, 2013. Submitted proposals were reviewed and evaluated by the City Engineer/Deputy Public Works Director, Transportation Manager, and Transportation Planner. The proposals were scored based on the following factors: Understanding of the Project and Scope of Work (35%), Firm/Staff Experience and Qualifications (30%), Experience with Similar Projects (25%), and Proposed Fee (10%). All three staff members recommended LSC Transportation Consultants, Inc. The recommended proposal exceeded the RFP requirements; offered the most comprehensive approach and scope; and presented an inventory, assessment and recommendations for the current bus stop locations. In addition, LSC Transportation Consultants has provided extensive expertise in transportation and transit consulting services for more than 30 years.

The RFPs are listed below in order as ranked by staff:

APPROVED:   
Konradt Bartlam, City Manager

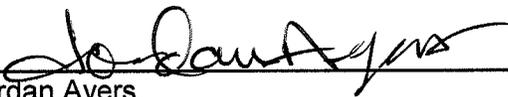
The RFPs are listed below in order as ranked by staff:

Proposer	Location	Proposal Amount
LSC Transportation Consultants, Inc.	Tahoe City	\$29,925.00
Moore and Associates	Valencia	\$29,294.70

A copy of the Professional Services Agreement has been included as an attachment.

**FISCAL IMPACT:** Consultant services to update the SRTP meet the requirements to receive Federal funds for the City of Lodi's transit services.

**FUNDING AVAILABLE:** Funds for this agreement are from Transportation Development Act (TDA) funds and are included in the FY 2012/13 Transit Capital (1251) budget. Total budget for consultant services (including expenses) and contingencies is not to exceed \$33,000.

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

Attachment

cc: Transportation Manager/Senior Traffic Engineer  
LSC Transportation Consultants, Inc., Principal Gordon Shaw  
SJCOG, Associate Regional Planner Zepeda

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and LSC TRANSPORTATION CONSULTANTS, INC. (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for City of Lodi Short-Range Transit Plan Update (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on May 15, 2013 and terminates upon the completion of the Scope of Services or on May 14, 2014, whichever occurs first.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910  
   Attn: Paula Fernandez, Transportation Manager/Sr. TE

To CONTRACTOR:    LSC Transportation Consultants, Inc.  
   2690 Lake Forest Road, Suite C  
   P.O. Box 5875  
   Tahoe City, CA 96145

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to 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 this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR 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 in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit \_\_\_\_\_ apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR:

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



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

Name:  
Title:

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source:**1251  
**(Business Unit & Account No.)**

Doc ID:WP\Projects\Transit\ShortRangeTransitPlan\2013 SRTP\LSCTransportationPSA

CA:rev.01.2012

## Exhibit A

# LSC Short Range Transit Plan Update Work Scope

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LSC Transportation Consultants, Inc. proposes the following specific approach to the SRTP Update based on our interpretation of the City's RFP and successful experience in similar study areas. The Team will work closely with local staff to complete all of the work elements called for in the RFP. We have found through experience in previous transit and transportation planning studies that this manner of approaching the proposed Work Plan provides for a cost-effective use of resources, as well as allowing the client staff to keep well apprised of our progress. The following pages present a detailed outline of our proposed Work Plan.

### **Task 1.0: Project Meetings and Coordination**

#### *Task 1.1: Project "Kick-off" Meeting*

After a review of prior studies and documents available on-line, the Consultant Team will develop and provide to the City of Lodi a list of desired data items. An initial "kick-off" meeting will be held in Lodi between the Consultant Team and the City.

This meeting will have a number of goals, including the following:

- ◆ Review of the data list to identify any missing items and to decide a course of action to collect or develop additional data.
- ◆ Provide the Consultant Team with a clear understanding of the issues at stake in the study, as well as the position of local interest groups.
- ◆ Identification of external factors (such as planning processes in other jurisdictions, or relationships with private partners) that will impact the transit "environment" over the coming five years.
- ◆ A frank discussion of the current status of transit services in the area and recently implemented SRTP recommendations, including both existing strengths and shortcomings.
- ◆ Finalize the work program, including the public participation plan, to best address the issues identified, and to best address the additional data needs.

<b>DOCUMENTATION / DELIVERABLE:</b>	<i>The Study Team will provide the City of Lodi staff with a finalized project timeline and detailed deliverable information.</i>
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### **Task 2.0 Data Review and Policy Review**

#### Task 2.1: Review Existing Transit Plans, Planning Documents and Other Pertinent Data

A number of planning studies have been conducted in City of Lodi in recent years, it is particularly important to ensure that the 2013 SRTP Update be consistent with adopted plan as well as limit duplication of analysis. Therefore, the Consultant Team will obtain and review, at a minimum, the following documents and data at the beginning of the project:

- ◆ 2009 Lodi SRTP
- ◆ City of Lodi General Plan
- ◆ Regional Transportation Plan (RTP)
- ◆ Transportation Improvement Program (TIP)
- ◆ Recent Triennial Performance Audits (TPAs)
- ◆ Existing goals and objectives for Lodi's transit program
- ◆ Marketing Program for the City's transit program
- ◆ Unmet needs hearing minutes and findings for the City of Lodi, in addition to other public meeting comments related to transit
- ◆ Existing service contract and agreements
- ◆ Existing survey data

#### Task 2.2: Review Existing Marketing Materials

A successful marketing program is a key element to any transit program. As part of this task, the Team will review existing marketing materials currently used by the City of Lodi. This includes the following:

- ◆ Marketing Plan for the City of Lodi's transit program
- ◆ Marketing materials used, such as advertisements
- ◆ Riders guides and brochures
- ◆ Signage
- ◆ The City's website for the transit program

#### Task 2.3: Review Policies in Existing Planning Documents

As part of the update process, existing policies will be reviewed to determine whether they are still applicable, and what, if any, policies are needed to address existing issues and challenges. As a result, the Team will review the policies within the City's General Plan that related to transit and transportation, as well as those included in the current Short Range Transit Plan.

#### Task 2.4: Demographic and Transit Service Overview

LSC proposes an additional subtask that outlines the demographic characteristics of the study area, as well as a brief overview of the existing transit services available.

##### *Demographic Overview*

In developing an appropriate transit plan, it is essential to gain an understanding of the demographic conditions under which services are provided, as well as to inventory current service options within the study area. To this end, we would propose to conduct a demographic analysis of the study area from the perspective of transit factors and present existing local and regional services as discussed below.

The data supplied by the U.S. Census, social service agencies, and state agencies will be used to obtain existing and projected information about the general population and potential transit-dependent populations, including elderly, disabled, low-income and youth groups.

The Consultant will update information concerning major activity centers and trip generators such as hospitals, clinics, senior centers, shopping centers, recreation areas, employment centers, education centers, and other major transit generators.

Additionally, the analysis will provide details regarding the economic climate of the study area, as well as housing trends. Land use patterns, such as the location of multifamily housing areas and larger planned developments, will be considered. Planning department staff will then be contacted to generate a clear picture of development trends in the Lodi area and their impact on the long term demand for transit service. The most recent available Census data, local planning offices, social service agencies, and state agencies will be used to obtain the existing and projected information about these population groups.

#### *Transit Services Overview*

A brief overview of the Lodi transit services will also be prepared, including the following:

- ◆ Service area and clients served
- ◆ Hours of operation and level of service
- ◆ Fare structure
- ◆ Equipment and facilities
- ◆ Transit contractor management structure and organization
- ◆ Maintenance arrangements
- ◆ Existing fleet replacement and bus stop improvement plans
- ◆ Marketing efforts

This information will be valuable in developing each of the SRTP Update elements, including service, capital and financial alternatives.

#### **Task 3.0: Service Performance and Evaluation**

Under this task, the Consultant will review existing transit data to determine levels of service and if the current systems is meeting established performance measures.

##### Task 3.1: Review Current Performance Measure Data

#### *Review Current Performance Measure Data*

As part of this task, the Consultant Team will perform a thorough analysis of the effectiveness and efficiency of public transit services operated by the City of Lodi. The analysis will provide a base for the alternatives analysis in later tasks and help determine the extent to which the goals and objectives for transit service in the region have been met. The analysis will review existing ridership data provided by the City of Lodi, and will be used to determine existing performance measures. Ridership will be evaluated on multiple levels for each route, including historical yearly totals, passenger-trips per month and per day totals.

Operating data will also be collected and analyzed, such as operating costs, vehicle miles and hours, and farebox revenues. A cost allocation model will be developed, to be used in later tasks to formulate and analyze potential service alternatives.

#### *Measure Transit Services Against Performance Standards*

To form an understanding of ridership and performance trends in the City of Lodi, the Study Team will provide a historical perspective of transit operation data. This data will include general ridership trends, as well as performance trends (cost per revenue-mile and revenue-hour, passenger trips per vehicle-mile and vehicle-hour, and farebox recovery) over a specific period of time, and will include an inventory of transit demand. The results will be presented through text and accompanying charts/graphs.

The Study Team will also conduct a performance evaluation of the City of Lodi transit system. The **service efficiency analysis** will consider the organization's ability to put service on the street in a cost-effective manner. Performance measures that will be evaluated as part of this process include cost per revenue-mile and cost per revenue-hour for each route and service. Additionally, using information obtained from the City's transit program regarding demand response service, service efficiency for paratransit will also be evaluated.

The **service effectiveness** evaluation will measure the service's ability to generate ridership and farebox income, and will include a review of such measures as passenger-trips per vehicle-mile, passenger-trips per vehicle-hour, farebox return ratio, cost per passenger-trip, and net operating subsidy per passenger-trip. These evaluations will be conducted for each route and service. Demand response service effectiveness will also be reviewed, based on data provided by the City of Lodi.

### Task 3.2: Conduct Onboard Surveys to Solicit Customer Feedback

On-board surveys are an integral part of gaining a clear understanding of actual trip-making patterns of existing ridership, demographic characteristics of passengers, perception of existing services in the City of Lodi, and the need for service improvements. On-board survey forms for both the existing fixed route and Dial-A-Ride service will be developed and administered by Consultant staff. The one page survey will be written in both English and Spanish. Data collected might include the following:

- ◆ Travel mode to and from the bus (including transferring from another service)
- ◆ Residency status (full-time resident, part-time resident, day visitor, overnight visitor)
- ◆ Trip origin and destination
- ◆ Ridership frequency
- ◆ Trip purpose
- ◆ Reason for using the bus and auto availability
- ◆ Opinion regarding service characteristics
- ◆ Age
- ◆ Disability
- ◆ Household income
- ◆ Desired service improvements

Previous on-board surveys will be reviewed to identify opportunities to track changes in responses over time. The Consultant will present the draft on-board survey form to City of Lodi staff for review and comment. Any necessary comments will be incorporated to develop the final survey form.

We propose to place survey forms on each transit route for passengers to take as they enter the bus. A box will be available for completed surveys to be deposited upon exiting. LSC staffers will be stationed at the Lodi Transit Center over the course of the operating day (7:30 AM to 6:30 PM), in order to accomplish the following:

- ◆ Install boxes (clipped to the handrail) to provide passengers with an opportunity to pick up the form and a pencil on entry, and deposit the completed form on exit.
- ◆ Board the buses just prior to departure from the transit center to encourage participation in the survey.
- ◆ Collect completed forms at the end of every run, keep boxes supplied with empty forms, and pick up any discarded surveys or pencils.

We propose that a similar on-board passenger survey form be distributed by the drivers on the Dial-A-Ride and VineLine services. The Consultant will provide the drivers with packets containing survey forms, instructions, and other materials needed to provide passengers with the opportunity to complete survey forms over the same time period that fixed route service is surveyed.

The results of the on-board surveys will provide for a detailed analysis of passenger activity, characteristics, and perceptions of the system. Information will be presented in the form tables, graphs and text as a separate appendix and summarized in the main document.

### Task 3.3: Evaluate Transit Service Alternatives

In addition to the above subtasks, LSC proposed to include a third component that will evaluate and present potential service alternatives. The Consultant Team will work with the local staff and others as deemed appropriate, to decide alternatives that should be evaluated. The alternatives will be formulated based on public input, the unmet needs and transit demands identified in earlier tasks. The following information will be provided for each alternative:

- ◆ Type of service to be offered.
- ◆ Operating characteristics, including service areas, routes and schedules, hours of operation, vehicle mileage, ridership, etc.
- ◆ Ridership impacts, disaggregated by type of rider. In particular, LSC will compare the potential for additional new riders versus the impact of any service modifications on existing ridership.
- ◆ Financial characteristics including operating, capital and administrative costs as well as fares, charter, advertising, tax, and other revenues. Cost and revenue figures will be projected for each of the five years.
- ◆ Provisions for meeting elderly and disabled needs in general and the requirements of the ADA in particular.

Each of these components will be incorporated into a cost-effectiveness analysis for the alternatives. The alternatives will also be evaluated based on the goals and objectives for transit service in the study area. At a minimum, the following alternatives will be assessed:

- ◆ Expansion in service area
- ◆ Changes in the hours of service
- ◆ Potential to provide or expand commuter service
- ◆ Route modifications to provide enhanced service in existing areas
- ◆ Eliminating or restructuring of service to areas with poor performance
- ◆ Review opportunities for increased coordination with regional transit providers
- ◆ In addition, a “status quo” alternative will be projected over the five-year study horizon to identify the impacts associated with maintaining current operations.

The alternatives will be developed after close consultation and coordination with local staff. Alternatives will be refined from the conceptual level to better define operational systems in terms of their feasibility, level of service, rolling stock requirements, maintenance facilities, etcetera. Based upon the configuration and service quality of the alternative systems, forecasts of ridership will be prepared.

### Task 3.4: Develop / Update Service Goals, Objectives and Performance Standards

LSC also proposes a fourth and final component to Task 3.0, which will develop and update service goals, objectives and performance standards for the transit system.

A crucial element in the success of any organization is a clear and concise set of goals and objectives, and the standards needed to attain them. This task will include a review of existing goals set forth by the City of Lodi to determine whether they remain representative and achievable, to analyze the extent to which they have been achieved, and to ensure that they meet all federal and state requirements. At a minimum, the performance indicators required under the Transportation Development Act will be incorporated into the analysis. Other subject areas that may warrant goals and objectives include the following:

- ♦ *Service availability* – which portions of the community will be provided with transit service, and to what service levels?
- ♦ *Service standards* – the minimum level of service to be provided to the various sub-markets.
- ♦ *Service quality* – standards for on-time performance, advance requirements for demand-response trip-requests, number of missed trips, and vehicle cleanliness.
- ♦ *Cost effectiveness* – minimum farebox return ratio (segmented by service type), and maximum cost or subsidy per passenger-trip.

These goals and objectives will be developed in an iterative process. Based upon “real world” information yielded by the analysis of system performance in this task, we will evaluate existing goals, policies and standards, and identify draft modifications and/or additions. These guidelines will then be used to evaluate the service alternatives developed earlier in this task. The draft goals and objectives will then be revisited to ensure that they are reasonably achievable, yet still will encourage improved efficiency and effectiveness of transit resources.

#### **Task 4.0: Marketing Analysis and Strategy**

Marketing is critical to changing the way people travel. Route and schedule changes, introduction of new services and other changes must be communicated to bring about awareness and ridership. In the City of Lodi’s tourist economy, the branding and marketing of alternative transportation services allows the visitor more travel options. Effective transit marketing elevates the public’s perception of the transit system, thereby making transit a more attractive travel mode and maximizing ridership.

##### Task 4.1: Assess Current Marketing Techniques and Efforts

The first portion of this task will be to review in detail the existing marketing techniques employed by the City of Lodi and determine their effectiveness, and will be compared against industry standards. Upon review, improvement opportunities will be identified. This information will be used to update existing marketing goals and objectives, as discussed in Task 4.2.

##### Task 4.2: Update Current Marketing Goals and Objectives and Marketing Plan

Based on the results of Task 4.1, the Consultant will identify several marketing strategies for the City of Lodi to consider at the time of plan implementation. These options will consider the following:

- The various potential transit “markets” including types of passenger, trip purpose, and origin/destination

- The appropriate message for each high-potential transit market
- The optimal media strategies (including social media)
- The use of social service program managers and other “gate keepers” to reach specific passenger groups
- Specific short-term marketing efforts to support new transit services
- Initial media preparation costs, and ongoing costs

These strategies will be reviewed by the City for input. The cost of each strategy will be identified, and recommended elements will be incorporated into the final financial plan.

Additionally, the Study Team will develop tailored marketing objectives and policies for the transit system. The first step will be to identify an overall goal for the system marketing, as well as customized goals and outputs for the targeted audiences. This provides the Study Team with a clear purpose and focus in working with the City of Lodi to develop a set of objectives and policies aimed at improving service, bringing awareness to the system, increasing / expanding ridership, and improving the customer experience. In other words, it strives to get people out of their cars and onto transit.

**Task 4.3: Provide Sample Advertising Policies for New Bus Advertisement Panels**

The third component of Task 4.0 is the provide sample advertising policies as they relate to new bus advertisement panels to City Staff and City Council. These policies will be geared towards new advertising methods on new buses put into service. Included in this effort will be policies addressing wording, placement, and cost, as well as recent legal opinions regarding freedom of speech rights and ability of transit providers to define appropriate content of advertising.

**Task 5.0 Capital and Financial Plan**

As part of this task, the Consultant will assess potential capital needs, evaluate potential financial strategies for transit improvements as well as develop management strategies that can best further the transit program.

**Task 5.1: Review and Develop the Capital Improvement Plan**

Based on the service alternatives evaluated in Task 4.4, the Consultant will outline a transit capital program for selected alternatives.

Specific elements of the capital recommendations will include:

- Fleet plan (for both replacement and expansion vehicles, as discussed in Task 5.2)
- Maintenance facility requirements (Task 5.3)
- Transit centers and Park-and-Ride lots (including a capacity review of existing facilities to accommodate the service plan projections) (Task 5.4)
- Safety and Security elements
- Other capital elements (such as passenger amenities, transit equipment, software upgrades, communications equipment, and office facilities)

The resulting capital requirements will be projected over a ten-year span. Costs and appropriate funding sources will also be identified, on a year-by-year basis.

#### Task 5.2: Review and Update Fleet Replacement Plan

As part of the overall Capital Improvement Plan, the Study Team will develop a fleet replacement plan for the City of Lodi transit program. The current fleet will be evaluated, with particular focus on model year and current mileage of each vehicle. For each vehicle, average miles per year will be calculated and used to forecast the remaining useful life, per Caltrans standards. Additionally, CARB and other air quality standards will be considered. The resulting replacement plan will identify the recommended year for replacement of each vehicle and the size required based on potential service improvements and future ridership estimates.

#### Task 5.3: Develop an Inventory of Existing Assets and Replacement Plan

Under this subtask, the Study Team will inventory the existing capital assets currently held by the City of Lodi. This will include the maintenance facility, transit center, safety and security elements, and passenger amenities. Upgrades and replacements will be identified based on potential service expansions and improvements, as well as to modernize or update aging equipment / facilities. To the degree that transit facilities and assets are shared with other City departments, this will include coordination with the other departments.

#### Task 5.4: Identify Primary Transit Corridors and Needed Improvements

In addition to the activities in Task 5.3, the Team will review existing transit data to identify the primary transit corridors served by the Lodi transit services. Upon review, we will inventory the transit amenities and conditions within the corridor. LSC staff will travel along all routes, creating an updated inventory of bus stop amenities (signs, benches, shelters) and current condition. A draft list of recommended improvements will be developed, and reviewed with City staff. This data will be used as a baseline to determine which stops warrant improvements, as well as the specific improvements warranted. This may include ADA access issues, pedestrian and bicycle linkages / amenities, pavement condition on roads and at stops, passenger amenities and signage. The information will be included as part of the overall Capital Improvement Plan (Task 5.1).

#### Task 5.5: Conduct Financial Analysis and Alternatives

To effectively develop a reliable financial plan, it is necessary to identify future funding sources for the planned operating and capital alternatives developed in Task 3.0. The consultant will develop 10-year cash flow projections to match the recommended service alternatives and their capital elements.

In coordination with the City of Lodi, the consultant will prepare a list of funding source assumptions for the following:

- ◆ Transportation Development Act funds
- ◆ Federal Transit Administration funds
- ◆ Fare revenues
- ◆ Measure K revenues
- ◆ Joint funding with adjacent jurisdictions
- ◆ Private funding partnership opportunities

Both the operating and capital alternatives will be used to forecast future financial requirements. Through an iterative process, differing capital and service improvement plans can be evaluated to ensure that an adequate funding balance is maintained through the life of the plan. This task will result in a financial

plan that includes analyses of revenue and expenditures for the plan period. Additionally, the Consultant will develop strategies for the City of Lodi that will help ensure continued transit funding in the area.

**DOCUMENTATION /  
DELIVERABLE:**

*The results of Tasks 2.0 through 5.0 will be presented in the Draft Short Range Transit Plan. This document will be reviewed by the City of Lodi and the City Council, and any changes will be incorporated into the Final Short Range Transit Plan.*

## **Task 6.0 Public Participation and City Council Involvement**

### Task 6.1: Conduct Two Public Outreach Meetings

The first of LSC's approach to public outreach is to conduct community meetings. There will be a total of two rounds of community meetings held during the study process – one round during Task 2.0 to introduce the project, present existing conditions of the area, and gather input from the community regarding transit needs and existing services, and a second round after Task 3.0 to discuss and receive comments regarding the proposed service alternatives, and to guide the eventual selection of preferred alternatives. Through these meetings, we will be able to not only raise awareness of transit services, but also obtain vital information from the populations that currently utilize the transit services of the area.

LSC will hold each of the two community meeting rounds in areas that are convenient so as to attract residents and stakeholders of the study area. We propose to have one meeting during each round, for a total of two meetings throughout the study period. The locations will be adjacent to or within close proximity to transit routes serving the study area, in order to be accessible to as many existing transit riders as possible. Additionally, the meetings will be conducted at times that will yield the greatest amount of participation. We have found that an "open house" format stretching from 4 PM to 7 PM is effective in serving the needs of both those persons that are available during the working day as well as those who can only attend outside of work hours. The appropriate format and time of the meetings will be finalized with City staff, as will promotional strategies for announcing the meetings.

### Task 6.2: Provide Meeting Notes, Comments and Action Items to City of Lodi

In an effort to ensure adequate communication between the City and the Consultant Team, LSC will provide summaries of all meetings, comments received regarding the project, and all action items. Monthly status report will also be provided so that project progress can be tracked.

### Task 6.3: Provide Two Presentations to the Lodi City Council

The Consultant Team will attend two City Council meetings to present the SRTP Update. The first will occur once the *Draft Report* has been completed, and will be presented in an informal shirtsleeve setting to receive comments from the Council (as well as City staff). Once comments have been received, they will be incorporated into the *Final Report*, which will be presented to the City Council at the second meeting for adoption.

**DOCUMENTATION /  
DELIVERABLE:**

*This Task will result in vital information necessary to the completion of the interim and final work products. Information from the public meetings will be used to better understand transit needs and to develop the alternatives. Comments received from the City Council meetings will be incorporated into the Final SRTP Update document.*

**Task 7.0: Draft and Final Short Range Transit Plan**

Task 7.1: Prepare and Submit a Draft SRTP Report

The results of the previous tasks will be compiled into a *Draft Report* and delivered to the City of Lodi in electronic format (Microsoft Word and Adobe Acrobat). This document will be submitted to the City to obtain comments, particularly regarding the alternatives section. This document will be provided to the City of Lodi staff in mid-July.

After review by the City staff, the Consultant will present the *Draft Report* at the first City Council meeting for review and discussion. Any comments received will be included in the *Final SRTP* document.

Task 7.2: Prepare Final SRTP Report

All input received as part of the review of the *Draft Report* will be carefully considered. Modifications to individual elements will be reflected in other elements; for instance, a service plan change that affects the need for vehicles will be reflected as necessary in the capital plan. As necessary, modifications to wording of specific controversial sections will be sent to the City of Lodi staff for review and comment. After review and approval of the modifications, a final illustrated report will be prepared. The *Final Report* will include all of the work accomplished in Tasks 1.0 through 7.0. The Consultant Team will deliver 5 bound copies and all study electronic files on CD-ROM to the City of Lodi.

The *Final Short Range Transit Plan* will be presented at a Lodi City Council meeting in a manner which will provide local decision-makers with an understanding of the SRTP Update and the rationale behind the various plan elements. The report will be completed and submitted to the City by August 9, 2013.

**DOCUMENTATION /  
DELIVERABLE:**

*The results of this task will include the Draft and Final versions of both the Short Range Transit Plan Update.*

<b>Exhibit B: LSC Cost Estimate</b>		<b>Personnel and Hourly Rates</b>				<b>Hours</b>	<b>Costs</b>
		<b>Project Manager (Shaw)</b>	<b>Senior Planner (Svensk)</b>	<b>Planner (McKinney)</b>	<b>Support Staff</b>		
<b>City of Lodi Short Range Transit Plan Update</b>		<b>Total Rate</b>	<b>\$180.00</b>	<b>\$95.00</b>	<b>\$90.00</b>	<b>\$55.00</b>	
TASK 1	Kick Off Meeting	6	8	0	2	16	\$1,950
TASK 2	Data Review and Policy Review	0	16	12	0	28	\$2,600
TASK 3	Service Performance Evaluation	12	20	16	6	54	\$5,830
TASK 4	Marketing Analysis and Strategies	4	30	0	0	34	\$3,570
TASK 5	Capital and Financial Plan	24	15	0	8	47	\$6,185
TASK 6	Public Participation and City Council Involvement	10	15	10	0	35	\$4,125
TASK 7	Draft and Final Short Range Transit Plan	12	20	0	16	48	\$4,940
<b>TOTAL HOURS</b>		<b>68</b>	<b>124</b>	<b>38</b>	<b>32</b>	<b>262</b>	
<b>TOTAL PERSONNEL COSTS</b>		<b>\$12,240</b>	<b>\$11,780</b>	<b>\$3,420</b>	<b>\$1,760</b>		<b>\$29,200</b>

<b>Additional Expenses</b>	<b>Total</b>
Travel	\$600
Printing/Copy Costs	\$75
Phone/Postage/Delivery Costs	\$50
Subtotal: Other Expenses	\$725
<b>Total Cost</b>	<b>\$29,925</b>





## EXHIBIT C

**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence                | \$1,000,000 Bodily Injury - Ea. Person       |
|   | \$1,000,000 Bodily Injury - Ea. Occurrence   |
| \$2,000,000 Aggregate                     | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-74

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENT FOR CITY OF  
LODI SHORT-RANGE TRANSIT PLAN UPDATE WITH  
LSC TRANSPORTATION CONSULTANTS, INC.

WHEREAS, the City's current Short-Range Transit Plan (SRTP) was accepted by the City Council in 2009 and provided a ten-year plan for the Lodi's transit system. However, since then, the City reduced services, increased fares, and implemented the majority of the current SRTP capital improvement recommendations; and

WHEREAS, staff recommends updating the SRTP by developing new recommendations for the capital improvement plan; updating the financial plan, including forecasting available funding and expenditures; and recommending marketing strategies. The project also includes updating goals and objectives, conducting analysis and evaluations, recommending expansion options, conducting public surveys/stakeholder interviews, and hosting public meetings. To meet current State and Federal revenue projections, the SRTP update includes public participation and recommendations for extending service hours; and

WHEREAS, the Request for Proposals for the SRTP Update was released on March 11, 2013, and two proposals were received on April 10, 2013, which were reviewed by the City Engineer/Deputy Public Works Director, Transportation Manager, and Transportation Planner; and

WHEREAS, staff recommends accepting the proposal submitted by LSC Transportation Consultants, Inc., of Tahoe City, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the City of Lodi Short Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City, California, in the amount of \$29,925.

Dated: May 1, 2013

I hereby certify that Resolution No. 2013-74 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

CITY COUNCIL

ALAN NAKANISHI, Mayor  
PHIL KATZAKIAN,  
Mayor Pro Tempore  
LARRY D. HANSEN  
BOB JOHNSON  
JOANNE L. MOUNCE

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

KONRADT BARTLAM  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

April 25, 2013

LSC Transportation Consultants, Inc.  
Gordon Shaw, Principal  
P.O. Box 5875  
Tahoe City, CA 96145

San Joaquin Council of Governments  
Associate Regional Planner Zepeda  
555 E. Weber Avenue  
Stockton, CA 95202

**SUBJECT:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for City of Lodi Short-Range Transit Plan Update with LSC Transportation Consultants, Inc., of Tahoe City (\$29,925)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, May 1, 2013. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Paula Fernandez, Transportation Manager/Senior Traffic Engineer, at (209) 333-6800, extension 2667.



for: F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk