LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

TM

AGENDA – REGULAR MEETING

Date: **January 20, 2016**
Time: **7:00 p.m.**

For information regarding this Agenda please contact:
Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

C-1 Call to Order / Roll Call – N/A

C-2 Announcement of Closed Session – N/A

C-3 Adjourn to Closed Session – N/A

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

B-1 Quarterly Update from the Greater Lodi Area Youth Commission (PRCS)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

C-1 Receive Register of Claims in the Amount of $2,136,706.14 (FIN)

C-2 Approve Minutes (CLK)
a) January 5, 2016 (Shirtsleeve Session)
b) January 5, 2016 (Special Meeting)

Res. C-3 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase One Aries Hi-Cube Van with Mobile Sewer and Stormdrain Pipeline Inspection System and Necessary Software from Municipal Maintenance Equipment, Inc., of Sacramento ($196,243), Utilizing the Competitively Bid Houston-Galveston Area Council Contract No. SC01-15 (PW)

Res. C-4 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with DoubleMap, Inc., of Indianapolis, Indiana, for Intelligent Transportation System (Bus Tracking System) ($447,862) (PW)

Res. C-5 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Petralogix Engineering, of Galt, for Engineering Services for White Slough Water Pollution Control Facility Expansion Pond Project ($474,380) and Appropriating Funds ($525,000) (PW)

Res. C-6 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Pacific EcoRisk, Inc., of Fairfield, for Toxicity Reduction Evaluation Action Plan ($17,000) (PW)

Res. C-7 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Headwaters Kayak Shop Non-Motorized Boat Concession Agreement (PRCS)

Res. C-8 Adopt Resolution Approving the City of Lodi Investment Policy and Internal Control Guidelines (CM)

Res. C-9 Adopt Resolution Amending Traffic Resolution No. 97-148, Section 3B, Establishing Two 15-Minute Parking Spaces on North Side of Vine Street, 265 Feet East of Ham Lane (PW)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3l). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings – None

H. Communications

H-1 Monthly Protocol Account Report (CLK)

I. Regular Calendar

Res. I-1 Adopt Resolution Approving Title Change and Amendments to Job Description for Utility Service Operator I; Approving Title Change and Amendments to Job Description and Salary Range Adjustment for Utility Service Operator II; Approving a New Classification and Salary Range for the Position of Electric Distribution Operator Supervisor; and Deleting One Electric Distribution Operator II Position (CM)

Res. I-2 Adopt Resolution Authorizing City Manager to Engage the Professional Services of Lamont Financial Services, Jones Hall, and JP Morgan Related to a Partial Advance Refunding of the 2007 Series A Wastewater Certificates of Participation (CM)

J. Ordinances

Ord. (Adopt) J-1 Ordinance No. 1919 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 9 – Public Peace, Morals and Welfare – by Repealing Chapter 9.30, 'Medical Marijuana Dispensaries,' in Its Entirety, and Enacting Chapter 9.30, 'Medical Marijuana,' to Prohibit the Delivery and Processing of Medical Marijuana within the City, as Well as the Continued Prohibition of Medical Marijuana Dispensaries" (CLK)

K. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

_____
Jennifer M. Ferraiolo
City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer M. Ferraiolo at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer M. Ferraiolo (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link.

AGENDA ITEM B-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Quarterly Update from the Greater Lodi Area Youth Commission

MEETING DATE: January 20, 2016

PREPARED BY: Parks, Recreation, and Cultural Services Director

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RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____
Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by: JCW

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims through December 31, 2015 in the total amount of $2,136,706.14

MEETING DATE: January 20, 2016

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for $2,136,706.14

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $2,136,706.14 through 12/31/15. Also attached is Payroll in the amount of $2,767,366.69

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

_____
Ruby R. Paiste
Financial Services Manager

RRP/mlm

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi, CA - v10.5 Live
12/18/2015 through 12/31/2015

Fund				Amount
100 - General Fund				1,230,193.80
120 - Library Fund				1,741.55
140 - Expendable Trust				23,725.30
200 - Parks Rec & Cultural Services				52,557.64
270 - Comm Dev Special Rev Fund				141.00
301 - Gas Tax-2105 2106 2107				2,092.55
302 - Gas Tax -2103				73,616.68
350 - H U D				1,000.00
403 - Vehicle Replacement Fund - PD				155,891.74
406 - Vehicle Replacement Fund - CDD				24,452.35
431 - Capital Outlay/General Fund				26,980.84
432 - Parks & Rec Capital				462.00
500 - Electric Utility Fund				7,247.24
504 - Public Benefits Fund				900.00
505 - IMF EU Substation & Trans Syst				302.40
530 - Waste Water Utility Fund				28,495.39
560 - Water Utility Fund				358,965.28
561 - Water Utility-Capital Outlay				1,782.16
600 - Dial-a-Ride/Transportation				199.22
650 - Internal Service/Equip Maint				32,328.41
655 - Employee Benefits				113,630.59
Total				2,136,706.14

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 12/6/2015

Fund	Description	Amount
100	General Fund	921,453.55
120	Library Fund	21,491.00
200	Parks Rec & Cultural Services	96,186.97
214	LPD-OTS Grants	4,228.92
219	LPD-ABC Grant	771.99
270	Comm Dev Special Rev Fund	29,790.15
301	Gas Tax-2105 2106 2107	28,687.97
500	Electric Utility Fund	177,145.20
530	Waste Water Utility Fund	128,246.45
560	Water Utility Fund	21,396.61
600	Dial-a-Ride/Transportation	8,443.65
650	Internal Service/Equip Maint	16,521.75
655	Employee Benefits	2,455.71
Report Total		1,456,819.92

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 12/20/2015

Fund	Description	Amount
010	Cash Equity Fund	3,633.15
100	General Fund	751,563.84
120	Library Fund	20,998.80
200	Parks Rec & Cultural Services	113,773.65
214	LPD-OTS Grants	7,140.01
270	Comm Dev Special Rev Fund	29,707.70
301	Gas Tax-2105 2106 2107	28,089.38
500	Electric Utility Fund	182,096.31
530	Waste Water Utility Fund	125,151.77
560	Water Utility Fund	19,542.07
600	Dial-a-Ride/Transportation	12,377.69
650	Internal Service/Equip Maint	16,472.40
Report Total		**1,310,546.77**

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) January 5, 2016 (Shirtsleeve Session)
b) January 5, 2016 (Special Meeting)

MEETING DATE: January 20, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) January 5, 2016 (Shirtsleeve Session)
b) January 5, 2016 (Special Meeting)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A and B, respectively.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

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LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 5, 2016

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 5, 2016, commencing at 7:03 a.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler
Absent: None
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Topic(s)

B-1 Receive Information on Transit Parking Structure and Downtown Parking (PW)

Transportation Manager Paula Fernandez provided a PowerPoint presentation regarding Downtown Transit Parking Structure utilization. Specific topics of discussion included overview, parking survey, community feedback, structure improvements, and alternatives/ recommendations.

In response to Council Member Johnson, Ms. Fernandez stated the ten reserved parking spots set aside for the GrapeLine buses in the parking structure are only utilized in the evening, i.e. 7 p.m. to 7 a.m., and are available during the day. The four primary spaces on the first floor, which were used for Fire Administration parking, will be changed since the Department moved to the City Hall annex. Additionally there is one electric charging station and eight handicapped spaces.

In response to Council Member Mounce, Ms. Fernandez stated the hired security officers attempt to vacate homeless individuals if they take up residence in the parking structure; however, they will request police assistance if they resist.

In response to Mayor Pro Tempore Kuehne, Ms. Fernandez stated the security cameras are hooked up at the Police Department and City Hall. Previously, a security officer monitored the cameras from the clock tower at the Transit Station and an additional officer monitored the Transit Station lobby but they no longer do so; instead, the two officers patrol the parking structure to provide a greater presence.

In response to Mayor Chandler, Ms. Fernandez stated that, because the parking structure receives federal funding, the City is required to track and submit any incidents on a monthly basis and indicate if a security officer was present. She stated the number of incidents varies from month to month.

Mayor Pro Tempore Kuehne questioned if anyone has been apprehended due to the cameras, to which Ms. Fernandez responded she was uncertain because that data is not available.

In response to Council Member Mounce, Ms. Fernandez confirmed the cameras at the parking structure record activity and are used to verify incidents; however, it is difficult to locate the footage if the exact time and location of the incident is unknown.

In response to Mayor Pro Tempore Kuehne, Ms. Fernandez stated there were roughly 14 incidents at the structure in 2015, not including the month of December, and most involve vandalism, vehicle damage and theft, slashed tires, and fire extinguisher theft. Mayor Pro

Tempore Kuehne stated he believed adding more security cameras seems unnecessary as they appear to be ineffective.

Council Member Mounce stated she believed a greater presence at the parking structure is more beneficial than cameras because people are more comfortable when they see an officer or Lodi Police Partner on site. In response, Ms. Fernandez stated Alternative 2 adds a second officer for greater coverage to include evening hours and weekends; whereas, Alternative 1 increases the hours to ensure a presence at the structure around the clock. City Manager Schwabauer further explained Alternative 1 would provide security at the structure for 24 hours a day, while Alternative 2 would provide two security officers during high-impact times.

In response to Council Member Mounce, Lodi Police Captain Chris Jacobson stated the Partners are currently patrolling the parking structure for violations and offering a police presence, but they do not serve in a security or law enforcement capacity. Council Member Mounce suggested placing an older police car in the structure for the appearance that an officer is present. Captain Jacobson stated more security and police presence is the greater solution.

In response to Mayor Chandler, Captain Jacobson stated many of the downtown business owners view the structure as dangerous, but from a police standpoint, few criminal incidents occur at that location other than occasional vandalism, burglary, or difficulties with intoxicated individuals. He expressed support for the cameras and suggested placing one at the entrance and exits of the structure to assist in capturing vehicle license plates to better identify suspects.

Council Member Mounce suggested staff look into relocating the current cameras, and Ms. Fernandez suggested upgrading the current cameras would also be a viable option. Council Member Mounce expressed support for a combination of Alternatives 1 and 3 and questioned if the budget allows flexibility to do so, to which Ms. Fernandez stated a recent grant funding opportunity for cameras will likely provide enough funding for both alternatives.

Interim Public Works Director Charlie Swimley stated that the recommendation is Alternatives 1 and 3, and only Alternative 2 if needed. He stated another acceptable option would be Alternatives 1 and 3 with a combination of relocating cameras to better focus on license plates as camera quality has improved since the current ones were installed.

Council Member Johnson pointed out the main issue is marketing. Fourteen incidents in a year is not many, but public perception in the downtown community is negative. He suggested a letter be sent to downtown businesses about the improvements to the structure, including the increased janitorial service and security cameras. In response, Ms. Fernandez stated she would provide Council with crime statistics for the structure from the past few years.

Council Member Mounce further suggested that, once the cameras are installed, the City host a ribbon cutting and welcome ceremony for the new, improved parking structure to further encourage public parking at the site.

Council Member Nakanishi expressed support for Alternatives 1 and 3, stating the knowledge of additional security and cameras, coupled with the maintenance and cleaning changes, will help people feel safer. Ms. Fernandez reported the City utilizes UCP to sweep and clean the facility and City maintenance staff to check the structure daily and make necessary improvements.

Council Member Mounce suggested the Arts Commission consider the inside of the parking structure for an Art in Public Places project.

Mayor Pro Tempore Kuehne expressed support for Alternative 1, as well as Alternative 2 if there is grant funding. He further suggested the facility be wired to play music and consideration be given to modifying the restroom to require a fee for use.

Council Member Johnson stated he understands the reasoning behind not utilizing Partners for parking enforcement, but he stressed there is benefit in having the Partners vehicles drive through the structure to demonstrate an enforcement presence.

Mr. Swimley provided a PowerPoint presentation regarding downtown parking utilization. Specific topics of discussion included overview, 2014 parking Shirtsleeve summary, parking survey, community feedback, increased enforcement, and recommendations.

In response to Mayor Pro Tempore Kuehne, Mr. Swimley stated that, over the last 20 to 25 years, downtown parking lots have experienced heavy usage, which results in cracked pavement, poor curbing, and other damage. The fee of $18 per space per month for "reconstruction only" is what it would cost in permit fees to recapture the cost of reconstructing parking lots to ensure they are safe.

In response to Council Member Nakanishi, Mr. Swimley stated the 2014 recommended increase in the overtime violation of $45 to $120 was to discourage violators from taking advantage of the one-time, low fine. Many violators leave their vehicles in a parking space for the entire day after receiving a $45 ticket because the fee is minimal and issued once. A higher fine would encourage drivers to move their vehicles.

In response to Mayor Pro Tempore Kuehne, Mr. Swimley stated it is primarily business owners and their employees utilizing the parking permits.

Council Member Johnson questioned the validity of the survey results on increasing the fine for violators as the survey did not specify a dollar amount. He believed that would change the results drastically by increasing the number of those opposed to the recommendation. Mr. Swimley explained the recommendation is to maintain the current fine level of $45 for the first violation and add a second violation at $90 for a total fine amount of $135. Mr. Schwabauer added the recommendation for a second fine of $90 is for a violation at the same spot on the same day; whereas, the current fine of $45 is an all-day violation.

Council Member Kuehne believed it would be helpful to know how many tickets are issued each year, to which Deputy City Manager Jordan Ayers estimated that, based on the revenue, tickets were issued for roughly 866 sites during the past year. Mr. Schwabauer stated the revenue collected is driven by the capacity to enforce, and he believed the number of violations were likely 20 times more than the amount collected because of lack of enforcement. In further response, Mr. Schwabauer stated staff hopes the increased fine will encourage violators to avoid fines altogether or reduce fines by moving their vehicles after the first citation, which would eliminate any need to increase parking enforcement efforts.

In response to Council Member Mounce, Captain Jacobson stated that, for several months, the Police Department has not had staff to handle parking enforcement and was utilizing Partners, but the physical nature of the job was too difficult. In order to increase coverage, staff is now utilizing two part-time enforcement officers. The second officer started on Monday, and, once trained, he believed enforcement efforts downtown, including the parking structure, will greatly increase. Captain Jacobson stated many violations go uncaptured because of creative attempts to avoid detection.

In response to Council Member Johnson, Captain Jacobson stated the former parking enforcement officer patrolled areas beyond downtown because she was on a timed rotation. After marking tires, the officer checked for violations of disabled parking, alley parking, and parking lots, before returning to complete the timed rotation. When there were two officers, they would also assist with collision reports, but the decrease in staff forced a reduction in the patrol area. In further response, Captain Jacobson stated the Partners are proficient at citing violators of disabled parking, but they do not patrol the alleys and other areas.

In response to Mayor Pro Tempore Kuehne, Captain Jacobson stated disabled drivers who have handicapped placards are permitted to park anywhere as long as they want. He further stated that, to his knowledge, the parking structure has not been inappropriately used as vehicle storage but there have occasionally been vehicles abandoned at the site. Ms. Fernandez added the City conducts regular 72-hour enforcement at the structure and tags and tows vehicles that park in the facility longer than allowed.

In response to Mayor Pro Tempore Kuehne, Mr. Swimley stated the recommendation for permit parking is to increase it from $5 to $18 and to add a second violation at $90, for a total of $135, for overtime parking in the same space on the same day. In further response, he stated permit parking allows for all-day parking, and Council Member Mounce clarified it is for certain areas. Mr. Schwabauer explained the fine structure, as it applies to permit parking, would be assessed on a driver who parked in a permit-parking space without a permit. The overtime fine is assessed on a driver who parks in a spot longer than the permitted time limit.

Council Member Nakanishi stated he would prefer the fine structure be $45 for the first violation and $45 for the second violation for a total fine of $90 because the proposed $135 may be too exorbitant for those on a limited income.

In response to Mayor Chandler, Mr. Swimley stated the recommended permit fee of $18 is based on the theory of what it would cost to fund parking lot reconstruction over 20 years and the recommended violation fee of $90 was the simple process of doubling the fine for the first violation.

Council Member Mounce agreed a message must be sent to correct business owners who abuse the downtown parking, but many of them are struggling and she does not want to overburden them.

In response to Mayor Pro Tempore Kuehne, Ms. Fernandez stated the current permit parking fee of $5 was reduced around 2001 at the recommendation of a downtown parking committee as a means of encouraging drivers to purchase parking permits.

In response to Mr. Swimley, it was the consensus of Council to adjust the fine structure to $45 for the first violation and $45 for second violation for a total fine of $90. In response to Mayor Chandler, Mr. Schwabauer stated the second ticket will reflect an explanation. Further, it was Council consensus to adjust the permit parking fee to $18. Mr. Swimley stated staff will return to Council for approval of the recommended adjustments.

Mr. Swimley provided a PowerPoint presentation regarding parking meter information. Specific topics of discussion included history of parking meters, the reasons for removal of the meters, example of parking meters, estimated potential revenue, and sample map of meter locations.

Council Member Mounce stated that, if the City moves in the direction of meters, she would prefer to see advanced meters, similar to those in Sacramento, and she would like a physical demonstration of the meter at a meeting so that Council can judge the size and aesthetics. She further stated that, with only 60 percent occupancy of downtown parking, it may be premature to institute meters and suggested starting with charging only on weekends. Mr. Swimley stated further research is necessary on this matter and pointed out the additional revenue could fund additional parking enforcement or Police bicycle patrols.

Council Member Nakanishi stated he would like further information on what surrounding cities, such as Tracy and Manteca, do with regard to parking meters. Council Member Mounce requested Livermore be added to that list.

Mayor Pro Tempore Kuehne stated he would like further information on how many meter stations would need to be installed, as well as how many single meters, and he prefers the advanced, high-tech meters. Mr. Swimley estimated approximately 30 meter stations would be needed between Locust Street and Lodi Avenue.

Council Member Johnson pointed out the primary concern is the parking problem in the downtown area and the goal is to make downtown more accessible to shoppers and tourists.

Mayor Pro Tempore Kuhene stated that, in talking with downtown business owners, they do not want parking meters; however, he believed the big picture is that a free parking structure is being underutilized and meters would generate revenue that could benefit the downtown.

Mr. Schwabauer added that business owners may be supportive of meters if they realized the revenue could be dedicated to downtown-related matters.

Myrna Wetzel cautioned against high-tech meters, stating many individuals do not own smart phones or utilize credit cards. She further commented on the following: 1) there is free parking available at the shopping centers; 2) she is opposed to speed bumps as they are harmful to vehicles; 3) downtown needs to be more attractive to visitors; and 4) the City needs to communicate with visitors that the parking structure is safe and demonstrate its efforts in making it more secure.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:18 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 5, 2016

A. Call to Order / Roll Call

The Special City Council meeting of January 5, 2016, was called to order by Mayor Chandler at 7:00 a.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler
Absent: None
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

NOTE: Council Member Nakanishi arrived at 7:02 a.m.

B. Regular Meeting

B-1 Approve Letter of Support for Lange Twins Winery Grant Application with the California Energy Commission to Install an EcoVolt Wastewater Treatment Project (CLK)

Mayor Chandler reported that this item appears on the agenda at his request to ask for Council concurrence to approve a letter of support for the Lange Twins Winery grant application with the California Energy Commission to install an EcoVolt Wastewater Treatment Project.
Mayor Chandler stated that he believed the Winery has demonstrated leadership in this community, it has received many awards for its commitment toward the environment, and its project would be beneficial for the wine industry and for the community in general.

In response to Council Member Mounce, Mayor Chandler stated that Lange Twins Winery has asked for County support in this grant effort and is looking for additional support from the City of Lodi.

Mayor Pro Tempore Kuehne added that letters of support from many different areas of the community will be beneficial in the success of this federal grant opportunity. This project will recycle water and make it close to drinking water level. Mayor Pro Tempore Kuehne expressed support for the letter. City Manager Schwabauer added that this project would also eliminate the need for the Winery to pump water from the aquifer.

In response to Council Member Mounce, Mayor Chandler stated that the Winery currently has a state-of-the-art pond system for wastewater, and Mr. Schwabauer added that the Winery ultimately discharges wastewater.

Council Member Johnson made a motion, second by Mayor Pro Tempore Kuehne, to approve letter of support for the Lange Twins Winery grant application with the California Energy Commission to install an EcoVolt wastewater treatment project.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Kuehne, and Mayor Chandler
Noes: None
Absent: None

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:03 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

AGENDA ITEM C-03

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Waive the Bid Process and Purchase One Aries Hi-Cube Van with Mobile Sewer and Stormdrain Pipeline Inspection System and Necessary Software from Municipal Maintenance Equipment, Inc., of Sacramento ($196,243), Utilizing the Competitively Bid Houston-Galveston Area Council, Contract No. SC01-15

MEETING DATE: January 20, 2016

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to waive the bid process and purchase one Aries Hi-Cube van with mobile sewer and stormdrain pipeline inspection system and necessary software from Municipal Maintenance Equipment, Inc., of Sacramento, in the amount of $196,243, utilizing the competitively bid Houston-Galveston Area Council, Contract No. SC01-15.

BACKGROUND INFORMATION: The Municipal Utility Services Division needs to replace Vehicle No. 04-032, a 1992 E-350 Ford Closed Circuit Television (CCTV) van (Exhibit A). The van is used on a daily basis to inspect the interior condition of the City's wastewater and stormdrain pipes. It is also used to inspect the workmanship of new pipelines installed in subdivisions.

In accordance with State regulations, the City is required to inspect a predetermined number of pipe miles, as set forth in the City's Sewer System Management Plan, a state-mandated requirement for California public collection system agencies. Currently, the City is having difficulty maintaining our inspection schedule due to a combination of vehicle, equipment, and software failures. The CCTV van is a critical asset and an integral part of the City's operations needed to ensure compliance.

In 2010, staff recommended replacing this vehicle, however, due to the recession, it was decided to defer the request to a later date. Considering vehicle age, lack of reliability, parts availability, and obsolete software system, it is no longer effective to operate this vehicle. Staff has spent considerable time researching various CCTV van configurations to find the right vehicle for the City.

Per Lodi Municipal Code, the bidding process may be waived when it is advantageous to the City, with appropriate approval by the City Manager and City Council, to use contracts that have been competitively bid and awarded by other public agencies.

Staff recommends purchase of 2016 E-450 Hi-Cube Van with mobile sewer and stormdrain mounted inspection system and infrastructure technology pipes software, in the amount of $196,243. The cost of the chassis is $34,902, and the remaining $161,341 is the price of the necessary software and equipment needed to comply with State regulations. In addition to the contract pricing of the Houston-Galveston Area Council, Contract No. SC01-15 (Exhibit B), staff also acquired a comparison quote for your reference (Exhibit C).

APPROVED: _____

Stephen Schwabauer, City Manager

The new vehicle will provide the City with a more reliable and efficient means of inspecting pipelines. The updated software will integrate into the City's asset management and Geographical Information Systems, further enhancing productivity.

FISCAL IMPACT: Replacement of Vehicle No. 04-032 will ensure we meet our regulatory requirements, will save repair costs, and increase productivity by employing a modern piece of equipment.

FUNDING AVAILABLE: Wastewater Capital Outlay (53199000.77040): $200,000

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Lance Roberts, Utilities Superintendent
CES/LR/trb
Attachments

Cc: Municipal Maintenance Equipment
Rebecca Areida-Yadav/Management Analyst

Exhibit A

CALIFORNIA
E 357051

32
CITY OF LODI
CALIFORNIA
Municipal Utility Services

Exhibit B

MUNICIPAL MAINTENANCE EQUIPMENT
MME
"Customer Satisfaction Is Our Goal"

2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916)
1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744
4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003
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OCT 01 2015
CITY OF LODI
MUNICIPAL SERVICE CENTER

September 11, 2015

City of Lodi
Public Works Department
1331 South Ham Lane
Lodi, CA 95242-3995

Tel: 209-333-6740
Fax: 209-333-6841
lroberts@lodi.gov
dbender@lodi.gov

Attention: Lance C. Roberts, Water/Wastewater Superintendent
Cc: Dave Bender

We are pleased to provide the enclosed contract pricing sheet off the H-GAC, Houston-Galveston Area Council Contract No. SC01-15 (www.hgacbuy.com), for the Aries Hi-Cube Van Mounted Inspection System with ITpipes Software for your review.

Aries is the HGAC contract holder and all purchasing documents are to go directly to them. **The City of Lodi's Purchase Order to be prepared and sent directly to Aries.**

- Municipal Maintenance Equipment, Inc. is the contracted dealer on HGAC purchases and will provide on-site training, warranty support, and future service for the Aries products.
- Delivery 150-180 Days A.R.O
- MME to assist with DMV license and registration.
- Terms: per HGAC Program.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

Frank Wheeler III,
Vice President

Enclosures

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	SC01-15	Date Prepared:	9/9/2015

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Lodi, CA	Contractor:	Aries Industries, Inc.
Contact Person:	Lance C. Roberts	Prepared By:	Mike Burczyk
Phone:	209-333-6740	Phone:	800-234-7205 x5631
Fax:	209-333-6841	Fax:	262-896-7099
Email:		Email:	Mike.Burczyk@ariesindustries.com

Product Code:	G004	Description:	Hi-Cube Van "2.02.51 Hi-Cube Mounted Inspection System", including: Ford E450 gas cutaway with 16' aluminum hi-cube body; basic hi-cube interior carpentry and outfitting; 5.5kW on-board generator; PE2620 LED pan and tilt camera; rack-mounted Power Control Unit (PCU); VL5000 data display system with 15" LCD monitor; DVD rack mounted recorder PR1200 reel with 1000' of multi-conductor cable; TR2000 tread drive tractor for 6"-15" lines; maintenance kit; and downhole equipment. Note - not valid in HI, LA, and TX.

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 131971

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
(see page 2)			
		Subtotal From Additional Sheet(s):	43896
		Subtotal B:	43896

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
TX453: Substitute 60" underbody boxes for 36"	440		
TX454: Substitue LED interior lighting	709		
TX455: Add vibration dampening storage drawers	4348		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	5497

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 3%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered: 1 X **Subtotal of A + B + C:** 181364 = **Subtotal D:** 181364

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Delivery to Lodi, CA	3162		
City of Lodi 8% sales tax	11716.96		
		Subtotal E:	14878.96

Delivery Date: 150-180 days **F. Total Purchase Price (D+E):** 196242.96

HGACBuy THE SMART PURCHASING SOLUTION

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2.02.51.A-1: Add computer system with printer, UPS, and 15" LCD monitor	5225	2.02.51.D-3: Add stacked aluminum shelving	429
2.02.51.A-2: Add Pipe Works Platinum software	4765	2.02.51.D-4: Add 7-drawer tool chest	1097
2.02.51.B-1: Add front and rear strobes to roof	599	2.02.51.D-9: Add 12-gallon washdown system and 25' retractable hose	1282
2.02.51.B-3: Add rear facing arrow bar	1234	2.02.51.D-19: Add 19"LCD rear monitor	816
2.02.51.B-4: Add front facing arrow bar	1125	2.02.51.E-1: Substiute 7kW GAS generator for 5.5kW	2144
2.02.51.B-5: Add underbody storage box, 36x18x18	2404	2.02.51.F-8: Substitute PE3410 Pathfinder Zoom camera for PE2620	2283
2.02.51.C-1: Add padded bench seat	415	2.02.51.H-4: Substitute InspectIT w/ overlay and video recording for PipeOptix	7735
2.02.51.C-2: Add storage closet	1443	2.02.51.H-4-d: Add IT Pipes GIS data import module	2820
2.02.51.C-3: Delete file cabinet	-143	2.02.51.M-14: Substitute TR3300 Pathfinder tractor for TR2000	5110
2.02.51.C-7: Substitute 22" LCD monitor for 15"	101	(Qty.3) 2.02.51.M-24: Add carbide wheels (pair)	966
2.02.51.D-2: Add overhead cabinet above workbench	855	2.02.51.M-25: Add (4) 5" dually wheels	1191
		Subtotal From Additional Sheet(s):	
		Subtotal B:	43896

HGACBuy
THE SMART PURCHASE

This sewer television system is delivered complete, ready for operation. The system includes a pan & tilt camera and transporter with light head capacity from relined 6" to 24" lines. Components can be used with the base unit including a small diameter color camera for pull, push or tractor applications.

1 **Ford E450 16' hi-cube van, 14500 GVWR, 6.8L gas engine. See detailed specs for full vehicle specifications, to which Aries includes:**
   - 2 Full width rear bumper steps, high grip tread
   - 1 Backup alarm
   - 2 Arrow bars, 1ea mounted front and rear facing, with controls in cab
   - 2 Adjustable LED floodlights, mounted above rear doors
   - 2 Amber strobe lights, 1ea mounted front and rear of roof, with controls in cab
   - 2 Underbody lockable storage boxes, aluminum, 60x18x18

Chassis
Ford E450 Super Duty cutaway chassis
176" wheelbase, 118" cab-to-axle
14,500lb gross vehicle weight rating
Front GAWR 5000lb, coil spring suspension
Rear GAWR 9500lb, multi-leaf suspension
Dual rear wheels
Front and rear shock absorbers
(6) tires, LT225/75R16E BSW AS
(6) wheels, 16" x 6" steel disc 8-hole
Power steering
Hydraulic front and rear disc brakes
12V 120A alternator
12V 650CCA automotive battery
ICC running lights plus standard lights including stop, turn, reverse, plate, and 4-way
55g fuel tank, driver's side fill

Drivetrain
6.8L V10 gas engine, 305hp @ 4250rpm, 420lb·ft @ 3250rpm
Differential ratio 4.56
Dry type air filter
Spin on type oil filter, disposable type
Fuel filter
Heavy-duty cooling system
Engine block heater
Heavy-duty automatic 5-speed transmission with overdrive and auxiliary oil cooler

Cab
Fresh air heater and defrosters
Cab air conditioning
AM/FM radio
Dual high back bucket seats with 3-point seatbelts

Sun visors and arm rests, driver and passenger seats
Intermittent windshield wipers with washers
12V dome light
Dual rear view mirrors, external, manual swing-away type with standard top and convex bottom section, retractable and adjustable
Tilt steering wheel
Cruise control

Hi-Cube Body
Aluminum construction
84" interior clear height
96" exterior width
Minimum interior load space of 185"
Flat floor with undercoating
Rear door grab handles, qty.2
Full opening rear doors with 3 hinges per door, cam lock, and positive hold-open clamps at head height
Aerodynamic wind fairing with full height walkthrough sliding lockable door to cab area

1 7,000W, gas powered, commercial grade generator, 120V, 60 Hz, with electric local and remote start/stop control to include:
- 1 Generator enclosure lined with fire retardant and noise reduction material
  NOTE – enclosure smaller than standard to accommodate drawers and electronics rack
- 1 Hinged, vented cover with lock mechanism and air spring supports
- 1 Exhaust system with internal muffler
- 1 Auxiliary battery, 12V DC and case
- 1 DC converter, 45A
- 1 Electric distribution panel and circuit breaker box, 12-space
- 1 Electric supply transfer system, house power or generator system, automatic, 50A
- 1 35' cord and house power receptacle with cover
- 1 System engineering panel to include:
  - 1 Generator volt meter
  - 1 Generator frequency meter
  - 1 Generator hour meter
  - 1 Generator start/stop switch

1 Hi-cube "Command Center" control room interior including:
- 1 Lonplate non-skid floor covering
- 1 Brune Slate Formica laminated surface wall covering
- 1 White embossed ceiling cover
- 1 Bulkhead wall with sliding Plexiglas window and swing passage door to equipment room
- 1 Roof mounted air conditioner, 13500 BTU with 5600 BTU heat strip
- 1 Modular control center, 19" rack mounted above the bulkhead window
  NOTE – rack moved rearward relative to standard location
- 1 Ergonomically contoured and finished control desk
- 1 LED interior lighting system

- 1 12V dome light with switch mounted at equipment room door
- 3 Quad grounded 120V AC sockets
- 1 Duplex grounded 120V AC sockets
- 1 Operator chair, swivel with casters
- 1 Padded bench seat with storage underneath
  - 1 Storage cabinet over bench seat with hinged door
- 1 Closet/cabinet/storage space, 20"W x 20"D x 60"H, minimum 4 removable shelves
  - 1 Printer shelf on side of closet
  - 1 Duplex outlet for electrical service for printer shelf and top of closet

1 Hi-cube van equipment room interior including:

- 1 Aluminum treadplate non-skid floor covering
- 1 Embossed aluminum laminated surface wall covering
- 1 White embossed ceiling cover
- 1 Duplex weatherproof GFCI electrical outlet, 120VAC
- 1 LED lighting system
- 1 12V dome light with switch mounted at rear body door
- 1 Set equipment storage brackets and hooks
- 1 Work bench with Lonplate worktop and vise
  - 1 Storage cabinet over work bench approximately 4' long with fluorescent light underneath
  - 2 Quad electrical outlets, 120V AC grounded
- 1 Equipment aluminum storage shelves, 3 levels, 36x18, street side
- 1 7-drawer tool chest
- 1 Tie down brackets along floor, shipped loose for customer install
- 1 Fire extinguisher, 10lb, 4A60 B:C rating, OSHA/DOT-approved
- 1 Set of 2 vibration-dampening storage drawers, curb side between rear body door and generator workbench

1 Water wash down system for equipment clean-up including:

- 1 Water storage tank, 12-gallon
- 1 Set of fill, vent and drain connections
- 1 Water tank demand pump
- 1 25' retractable wash down hose with spring-loaded hand nozzle

1 15" LCD flat panel monitor, mounted to control room desktop, TV viewing
1 24" LCD flat panel monitor, mounted to control room desktop, PC viewing
1 19" LCD flat panel monitor, mounted rear facing in the equipment room, TV viewing

1 Rack-mounted computer and video overlay system, including:

- 1 VL5000 data logging overlay module, rack mounted
- 1 Industrial hardened case with air filtering, shock mounts for hard drive and CPU fan, peripheral cards support bar, 19" rack, 3U high
  - 2.66GHz Intel Quad Core i5 processor
  - 8GB of RAM, DDR3
  - 1TB SATA hard drive, 7200rpm, storage

120GB solid state hard drive, boot
(1) LAN port, rear of PC
(12) USB ports, (2) located on front of PC
DVD burner, 48x CD-R, 36x CD-RW, 24x DVD±R, 16x DVD-ROM, 8x DVD+R, 6x DVD-R, 12x DVD±DL

1 Wireless keyboard and optical mouse
1 Windows 7 operating system, with 32-bit capability
1 1TB USB-connection external hard drive
1 UPS back-up battery system, rack mount
1 Ink Jet printer, color, HP, USB port
1 Microphone with on/off switch for placing audio onto inspection video

1 Infrastructure Technologies software package, including:
1 IT Pipes Core module and license
1 IT Pipes overlay control module
1 IT Pipes video compression module and capture hardware
1 GIS Send data export module
1 Support package including 24 hours' worth of online support

1 Color TV power control unit, multi-conductor, modular control center mount, with:
1 Camera power supply with adjustable voltage and amp level, DC amp and voltmeters, on/off switch and circuit breaker
1 TV camera light head intensity control with on/off switch and circuit breaker
1 Light head power supply with DC amp and voltmeters, switch and circuit breaker
1 Light head power selector switch, 5-position with light head bulb overdrive auto resetting protective circuit breaker
1 Set pre-wired connections for tractor and/or pan and tilt camera controllers

1 Aries PE3410 Pathfinder series zoom pan and tilt camera w/ high intensity LED light ring, including:
1 Pathfinder zoom pan and tilt camera w/ infinite axial and pan/tilt rotation
1 40X zoom (10X optical & 4X digital)
1 Lens wiper for clearing lens obstructions on-demand
1 Maintenance-free forward facing true color warm white directional LED lighting modules, positioned in the arms of the camera
1 Maintenance-free true color warm white directional LED directional lighting system with for inspecting up to 36" pipelines
1 White balance optimization with (4) selectable settings
1 "Starlite" light enhancement feature with (4) user selectable enhancement steps
1 "One Touch Scanning" feature with (2) user selectable continuous joint scan presets
1 "Quick Look" preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L)
1 Fast-check pressure monitoring system
1 On-screen camera diagnostics functions including:
Camera model, serial number, software revision
Camera operating hours, regulated voltage value, head temperature
Camera internal pressure, control error recognition, LED current value

1 Camera storage and transport case
1 Camera recharge kit
1 Test cable, Pathfinder system
1 Desktop dual mode camera controller including: joystick for axial rotation and pan and tilt angle; remote focus; zoom in/out; home, diagnostics, white balance, Starlite, and preset switches

1 Aries TR3300 Pathfinder steerable self-propelled transporter for relined 6" to 24" lines, including:
1 Tractor assembly with continuous duty drive motors
6 3⅜" rubber wheels for relined 6" lines
4 4⅜" rubber wheels for 8"-15" sewer lines
4 4⅜" extended hub rubber tires for 10"-18" sewer lines
4 5" extended hub rubber tires for 12"-24" sewer lines
1 Fast-check pressure monitoring system
1 Manual camera lifting mechanism
1 Rear viewing camera with LED lighting
1 Auxiliary high power detachable light head
1 Storage and transport case
1 Set maintenance parts
1 Hand-held Pathfinder series tractor controller
1 Tractor power supply and control module with volt and amp meters, circuit breakers (2), on/off switch and direction control display, rack mount location
1 512 Hz detachable locating beacon
1 Integrated inclinometer system
2 3" carbide impregnated high traction wheels
2 4" carbide impregnated high traction wheels
2 4" extended hub carbide impregnated high traction wheels
4 5" rubber extended hub "dually" wheels for larger pipe sizes

1 Pathfinder cable and reel assembly, mounted curb side at rear doors, including:
1 Heavy-duty frame, drum and motor assembly with clutch and cable level wind assembly
1 Footage meter with local LCD footage display and encoder for footage signal to remote video data display system
1 Hand held reel controller with 20' cable
1 Emergency hand crank arm
1 1000' of lightweight low friction multi-conductor cable
1 Spare cable termination kit
1 Sealed continuous contact collector assembly, 12 slip rings minimum
1 Telescoping swivel cable guide roller assembly
1 Mounting bridge over vibration-dampening storage drawers, centered
1 Drip pan with drain
1 Interconnect cable to TV system electronics, 24-pin

1 Cable manhole guide system including:
- 1 Manhole top roller assembly
- 1 Manhole bottom roller assembly and adapter hook
- 5 Quick lock extension poles
- 1 Insertion and extractor pole assembly and tractor adapter
  - 3 Quick lock extension poles
- 1 Tiger tail bottom cable guide
- 1 Downhole pole storage brackets, LR door mounted

2 DVD – operation / maintenance and spare parts manuals
1 Maintenance tool kit
1 Delivery of system
2 Days of training
1 One year warranty, TV system

Exhibit C

WECO INDUSTRIES

Quote No. 93015

4971 Allison PKWY Suite A
Vacaville, CA 95688
(800) 677-6661 Fax: (707) 446-7933

QUOTATION

Customer

Contact: DAVID DELBARBA
Company: CITY OF LODI
Address: 1331 SOUTH HAM LANE
City: LODI State: CA Zip: 95242
Phone:
Fax:

Date: 9/30/2015
Expiration: 12/31/2015
Salesman: TOM JOHNSON
Terms: Net 30
Delivery: DESTINATION
FOB: DESTINATION

Item	Qty	U/M	Part No.	Description	Unit Price	TOTAL
1	1	EA		**MULTI-CONDUCTOR TV VAN MOUNTED ON A FORD E-450 WITH 16 FOOT BOX AS PER ATTACHED SPECIFICATION DATED 09-30-15**	$225,000.00	
				SUB-TOTAL	$225,000.00	
				CA STATE SALES TAX @ 8.00%	$18,000.00	
				FREIGHT	$0.00	
				GRAND TOTAL DELIVERED	**$243,000.00**	

Subtotal	
Shipping & Handling	
Taxes	
Other	
TOTAL	

Weco . . . . .

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Specifications For: LODI, CA

HI CUBE MOUNTED TV INSPECTION SYSTEM

1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS
- 1 6.8L SOHC EFI Triton V10 Engine
- 1 5-Speed Automatic Transmission with OD including:
  - 1 Auxiliary Cooler
  - 1 Tow / Haul Mode
- 1 4.56 Axle Ratio
- 1 14,500 lb. GVWR
- 1 176" Wheel Base
- 1 Standard Driver / Passenger Seat with Seat Belts and Sun Visors
- 1 12-Volt Light in Cab Area
- 1 Cab Air Conditioner
- 1 AM / FM Radio

1 16' CARGO BOX WITH WALKTHRU
- 1 AeroCap with Walk Thru
- 1 2" X 6" Dense Pine Flooring
- 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
- 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
- 2 Laminated Steel Lock
- 1 Kemlite Covering on Inside Rear Doors
- 1 Back Up Alarm

1 SAFE ENTRY/EXIT BUMPER
- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Step Folds Up for Ground Clearance
- 1 Safety Grab Handle

1 TRANSPORTER/CAMERA LOCKABLE STORAGE COMPARTMENT WITH NOTCH IN REAR DOOR THRESHOLD OF BODY FOR TV CABLE TO PASS THROUGH TO TRANSPORTER STORAGE DRAWER
- 1 Lockable Storage Compartment for Camera and Transporter
- 1 Sliding Drawer
- 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 KICKPLATE 2 DRAWER ALUMINUM STORAGE

1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM
- 1 Door

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVO 3.0 TO INCLUDE:

- 2 Amber LED Strobe Warning Beacons
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination

Control Room Interior:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
- 1 Tinted Viewing Window in Bulkhead Wall
- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 12V High Intensity LED Light Fixture
- 2 Electrical Outlet with Dual Receptacles
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair, Swivel With Casters
- 1 Breaker Box Storage Area with Locking Positive Latch
- 1 Battery Powered Carbon Monoxide Alarm

1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP

1 BENCH SEAT IN CONTROL ROOM

1 CLOSET IN CONTROL ROOM

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVO 3.0 TO INCLUDE:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Electrical Outlet with Dual Receptacles
- 1 12V High Intensity LED Light Fixture
- 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:

- 1 20-Gallon Fresh Water Tank
- 1 Electric Water Pump
- 1 Retractable Hose Reel with 25' Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM

- 1 Lower Storage Cabinet / Work Top
- 1 Upper Wall Mounted Storage Cabinet

1 ADDITIONAL LIGHT AND OUTLET

- 1 Fluorescent Light and Fixture Mounted Above Work Top
- 1 Dual Receptacle Outlet Above Work Top

1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL

- 1 Flat Screen Monitor
- 1 Cable Assembly - Video Monitor to Monitor in Control Room
- 1 Electrical Outlet

1 7000 WATT GAS ONAN GENERATOR

- 1 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel injection) Commercial Grade Generator
  - 1 Gasoline Powered
  - 1 Electric Start
  - 1 Air Cooled
  - 1 Generator Remote Start/Stop Cable assembly

1 **GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]**
- 1 Generator Storage Compartment with Lockable External Access Door
- 1 Commercial Power Supply Receptacle, 25' Cord, and Plug
- 1 Electrical Supply Center with Circuit Breaker Box
- 1 Commercial power and Generator Power Connectors
- 1 Automatic Power Transfer Switch

1 **SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:**
- 1 Four Function AC Power Meter displaying Critical Power Information including:
  - 1 Voltage
  - 1 Hertz
  - 1 Amperage
  - 1 Active Power (Watts)
- 1 Front panel Selector Switch for two modes of operation:
  - 1 Fixed reading
  - 1 Continuous Auto-cycling
- 1 Generator Battery Meter to Display Starting and Charging Voltage
- 1 Generator Hour Meter
- 1 Generator Remote Start/Stop Control Switch
- 1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 **P&T ZOOM III M/C BUILT-IN SONDE LED CAMERA**
- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
- 1 NTSC Color Standard with 4x Light Integration
- 1 4 x 5W Cluster LED's for 6" through 72" lines
- 1 Built In Transmitter, 512 Hz
- 1 Camera Transportation and Storage Case

1 **SELF-PROPELLED NON-STEERABLE COMPACT WHEELED CAMERA TRANSPORTER WITH ABILITY TO ADD TRACKS, TO INCLUDE:**
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
  - 1 Motor & Enclosed Drive Train

1 **TRACK MODULE KIT TO INCLUDE:**
- 1 High-Speed Transmission
- 1 Right Hand Trac Module
- 1 Left Hand Trac Module

1 **SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE:**
- 1 Additional Chain Links And Rubber Cleats

1 **7"-15" EXTENDERS FOR COMPACT TRAC TRANSPORTER**

1 **18" - 24" COMPACT WHEEL/TRAC TRANSPORTER EXTENSION KIT**

1 **8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER**

1 **10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER**

1 **KIT,TIRE,PNEUMATIC,12" - 15" PIPE, COMPACT TRANSPORTER**

1 **8" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER**

1 **10-15" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER**

1 **1200' CABLE ASSEMBLY, M/C 12PIN METAL**
- 1 1200' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

1 **TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE W/AUTO PAYOUT**
- 1 Black Thermoplastic Powder Coated Frame
- 1 Power Levelwind & Multi Ratio Manual Transmission
- 1 Automatic Cable Payout System
- 1 Footage Meter with Local Counter and Remote Counter
- 1 Transmission Control at Viewing Station
- 1 Local Reel Mount Electrical and Mechanical Control
- 1 Sealed Continuous Contact Collector Assembly
- 1 Removable Drip Pan for Cleaning

2 **22" FLATSCREEN COLOR INDUSTRIAL TV MONITOR**

1 **PCU ASSEMBLY [RACK MOUNT]**

1 **CCU ASSEMBLY [RACK MOUNT]**
- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard for Data Entry
- 1 On Screen Footage Display
- 1 WRC and PACP Codes

1 **TEST CABLE**

1 **WIRED USB CONTROLLER**
- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 **WIRELESS CONTROLLER**
- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 **8.7" MINI KEYBOARD**

1 **INSTALL CUSTOMER SUPPLIED GRANITE XP COMPUTER WITH GXP SOFTWARE, CUSTOMER SUPPLIED PRINTER AND KEYBOARD/MOUSE**

1 **MANHOLE TOP ROLLER ASSEMBLY, TV ONLY**

1 **MANHOLE ADAPTER CLAW HOOK**

6 **RETRIEVAL/DOWNHOLE POLE ASSEMBLY**

1 **INVERT ROLLER ASSEMBLY**

1 **RETRIEVAL HOOK**

1 **MULTI CONDUCTOR TV ONLY TOOL KIT**

- 1 Milliampmeter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Industrial Pliers
- 1 5/32 T-Handle Hex Wrench
- 1 Multi Conductor TV Only Operation Manual
- 1 Parts Catalog
- 1 Cable Repair Kit DVD
- 1 TV Only Training DVD

1 **TRAINING, ON-SITE (THREE DAYS)**

1 **TRUCK DELIVERY-CALIFORNIA**

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO WAIVE THE BIDDING PROCESS AND PURCHASE ONE 2016 ARIES HI-CUBE VAN WITH MOBILE SEWER AND STORMDRAIN PIPELINE INSPECTION SYSTEM AND NECESSARY SOFTWARE FROM MUNICIPAL MANAGEMENT EQUIPMENT, INC., OF SACRAMENTO, UTILIZING THE COMPETITIVELY-BID HOUSTON-GALVESTON AREA COUNCIL CONTRACT NO. SC01-15

==========

WHEREAS, the City is required to inspect a predetermined number of pipe miles, a State-mandated requirement for California public collection system agencies, to which the City is currently having difficulty maintaining due to a combination of vehicle, equipment and software failures; and

WHEREAS, the Closed Circuit Television van is a critical asset and an integral part of the City's operations needed to ensure compliance; and

WHEREAS, per the Lodi Municipal Code, the bidding process may be waived when it is advantageous to the City, with appropriate approval by the City Manager and City Council, to use contracts that have been competitively bid and awarded by other public agencies; and

WHEREAS, staff recommends that the City Council authorize the City Manager to waive the bidding process and purchase one 2016 E-450 Aries Hi-Cube van with mobile sewer and stormdrain pipeline inspection system and necessary software from Municipal Maintenance Equipment, Inc., of Sacramento, in the amount of $196,243, utilizing the competitively-bid Houston-Galveston Area Council Contract No. SC01-15.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby waive the formal bidding process; and

BE IT FURTHER RESOLVED that Lodi City Council does hereby authorize the City Manager to purchase one 2016 E-450 Aries Hi-Cube van with mobile sewer and stormdrain pipeline inspection system and necessary software from Municipal Maintenance Equipment, Inc., of Sacramento, California, in the amount of $196,243.

Dated: January 20, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 20, 2016 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with DoubleMap, Inc., of Indianapolis, IN, for Intelligent Transportation System (Bus Tracking System) ($447,862)

MEETING DATE: January 20, 2016

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with DoubleMap, Inc., of Indianapolis, IN, for Intelligent Transportation System (bus tracking system), in the amount of $447,862.

BACKGROUND INFORMATION: The City's Transit Division is procuring an Intelligent Transportation System (ITS) to provide reliable transit service, improve on-time performance, and enhance the customer experience by improving access to accurate transit information.

The ITS project is composed of Automatic Vehicle Location (AVL), Automatic Stop Annunciation (ASA), and Passenger Information Network (PIN). The AVL uses GPS to "track" the location of transit buses in real-time. The AVL is the backbone for the ASA and PIN systems. The ASA utilizes the vehicle public address systems to make automatic announcements at bus stops as the bus travels the route, providing ADA-compliant access for visually impaired passengers. PIN provides real-time passenger information including predictions about arrival and departure times. These systems will improve customer service, system reliability and on-time performance. This project is included in the City's Short Range Transit Plan.

On August 27, 2015, the City received proposals from four ITS vendors, DoubleMap Inc., Connexionz Ltd., RouteMatch Software, Inc., and Kapsch TrafficCom USA, Inc. All proposals were found to be responsive. The City held a non-mandatory, pre-proposal conference and six vendors attended, including the proposers.

The three lowest cost proposals were selected for a more comprehensive review by a committee composed of the City's Transportation Manager, Information Systems Division Manager, and Transportation Planner. Reference checks were performed for all three vendors and each was formally interviewed and asked to provide a Best and Final Offer (BAFO). The BAFOs from the three vendors were distributed to the evaluation panel for review.

Proposals were scored based upon proposer qualifications and experience of project team, system functionality/technical solution, proposed methodology/approach to work, training and support, oral presentation, quality of written proposal, and cost/cost effectiveness.

APPROVED: _____

Stephen Schwabauer, City Manager

A summary of the three BAFOs is provided below:

Best and Final Offer

	Location	**Amount**
DoubleMap Inc.	Indianapolis, IN	$447,861.62
Connexionz Ltd.	Arlington, VA	$409,057.00
RouteMatch Software, Inc.	Denver, CO	$504,904.00

The evaluation panel unanimously scored DoubleMap Inc.'s proposal as the most advantageous to the City, based on the evaluation factors. Though more costly than the lowest proposer, DoubleMap Inc. offers the best customer interface, which is expected to reduce long-term operating costs, by allowing transit staff to easily make real-time updates to the ITS system without needing to work through the vendor.

Staff recommends authorizing City Manager to execute Professional Services Agreement with DoubleMap, Inc., of Indianapolis, IN, for Intelligent Transportation System, in the amount of $447,862.

FISCAL IMPACT: Funding for this project was appropriated in FY 2015/16 ($500,000)

FUNDING AVAILABLE: Funds for this Professional Services Agreement are from Prop 1B (60399000) and Transportation Development Act (60199000).

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Julia Tyack, Transportation Planner
CES/PJF/JMT/tdb
Attachment
cc: Transportation Manager
Fleet Services Supervisor
DoubleMap, Inc., Mr. Ilya Rekhter

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on , 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DOUBLEMAP INC., an Indiana Corporation qualified to do business in California, (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with the attached Request for Proposal, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR to design, install, and service a turnkey Intelligent Transportation System (ITS), comprised of Automatic Vehicle Location (AVL), Computer Aided Dispatch (CAD), Automatic Stop Annunciation (ASA), and a Passenger Information Network (PIN) for its Fixed-Route vehicles, (hereinafter "Project") as set forth in the Scope of Services attached hereto 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 Services set forth in the Request for Proposal (Exhibit A), as supplemented or modified by the proposals and agreements set forth in Exhibits A-1, A-2, A-3 and A-4, attached and incorporated by this reference (collectively referred to as "Scope of Services").

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 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

Except as set forth in Exhibit D (entitled "Supplemental Terms & Conditions"), CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement unless prior written approval of CITY is obtained.

Section 2.6 Term

The term of this Agreement commences on February 1, 2016 and terminates upon the completion of the Scope of Services or on January 30, 2021, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

The City may exercise an option to extend this contract five (5) additional years on 30-days written notice to Contractor prior to the expiration of the existing term, all terms and conditions remain as set forth herein, with the exception of allowing the Contractor to increase its license fees, subscription and support fees, by an amount not to exceed five percent (5%) of the original annual fees, as set forth in Exhibit B.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to a fixed price fee, as shown in Price Summary Table & Milestone Payment Schedule, 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 be paid by CITY upon completion of tasks according to the Milestone Payment Schedule (Exhibit B1). 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 fixed price compensation for all work under this Agreement is shown in Exhibit B.

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 advance 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 and costs), 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, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

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: Transit Manager

To CONTRACTOR: DoubleMap, Inc.
429 N. Pennsylvania Street, Suite 401
Indianapolis, IN 46204
Attn: Chief Executive Officer

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 thirty (30) 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. This Agreement will terminate at the option of the CITY on the occurrence of Bankruptcy or insolvency of CONTRACTOR; or Sale of the business of CONTRACTOR.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Price Summary Table & Milestone Payment Schedule (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, data, or work in progress to CITY. All such documents shall be the property of the CITY without additional compensation to CONTRACTOR. Upon termination, CONTRACTOR shall submit to the CITY an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. If the ITS system has been installed, CONTRACTOR shall provide a working installation and configuration of the ITS system to the CITY within Thirty (30) days of the termination date. 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.
Upon termination of this Agreement, CONTRACTOR shall immediately return to the CITY any and all plans, drawings, specifications, other documents, or materials belonging to the CITY and used by CONTRACTOR in performance of the services described herein.

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 Supplemental Terms & Conditions

Attached hereto as Exhibit D are Supplemental Terms and Conditions which are incorporated herein and made a part of this Agreement by reference.

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

By: _____

DOUBLEMAP INC., an Indiana Corporation qualified to do business in California

By: _____
Name: ILYA REKHTER
Title: Chief Executive Officer

Attachments:

Exhibit A	**–**	**Request for Proposal**
Exhibit A1	**–**	**DoubleMap Proposal**
Exhibit A2	**–**	**Proposal Clarifications**
Exhibit A3	**–**	**Service Level Agreement**
Exhibit A4	**–**	**Software License Agreement**
Exhibit B	**–**	**Price Summary Table**
Exhibit B1	**-**	**Milestone Payment Schedule**
Exhibit C	**–**	**Insurance Requirements**
Exhibit D	**–**	**Supplemental Terms and Conditions**

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

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Exhibit A4- Software License Agreement

Exhibit B- Price Summary Table

Exhibit B1- Milestone Payment Schedule

Exhibit C- Insurance Requirements for Consultant

Exhibit D- Supplemental Terms & Conditions

REQUEST FOR PROPOSALS (RFP)
CITY OF LODI TRANSIT
INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Notice
CITY OF LODI, CALIFORNIA

Sealed proposals will be received by the Purchasing Officer, Lodi Finance Department, at 310 West Elm Street, (P.O. Box 3006), Lodi, California, 95240 (95241-1910), until **11 AM on Thursday, August 13, 2015,** providing proposals for:

CITY OF LODI TRANSIT INTELLIGENT TRANSPORTATION SYSTEM (ITS)

The City of Lodi (CITY) is requesting proposals from qualified and experienced contractors to provide and deliver a turnkey Intelligent Transportation System, comprised of Automatic Vehicle Location (AVL), Computer Aided Dispatch (CAD), Automatic Stop Annunciation (ASA), and a Passenger Information Network (PIN) for its Fixed-Route vehicles.

Proposer shall complete installation and acceptance testing and fully invoice the CITY for its services by June 30, 2016. In addition, the System will be hosted / managed for five (5) years.

Proposer's firm shall have a minimum of three (3) years recent experience in providing Intelligent Transportation Systems substantially similar to that being sought in this RFP.

A pre-proposal conference will be held on *Thursday, July 30, 2015 at 9:30 AM.*, at City of Lodi Carnegie Forum Council Chambers, 305 W. Pine Street, Lodi, California, to receive questions and comments pertaining to this RFP. Proposer must submit written questions and requests for clarification by 5:30 p.m., Tuesday, August 4, 2015, via email to: pfernandez@lodi.gov.

The Proposal documents (RFP, Scope of Work, Draft Agreement, and Attachments) are available to download for free at www.ciplist.com. Registration with the website is free and is required to download the documents. Companies downloading the documents will automatically be added to the plan holder's list and receive addendums.

The project is funded through a combination of fare revenues, Transportation Development Act, Proposition 1B funds, and miscellaneous grants.

The City of Lodi hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of the contract.

The City of Lodi reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City of Lodi.

Dated this 20th day of July, 2015

By:
PAULA FERNANDEZ
CITY OF LODI, Transportation Manager / Senior Traffic Engineer

Publication dates: July 22 & 28
Lodi News Sentinel

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1.0 INTRODUCTION / BACKGROUND

Thank you for your interest in contracting opportunities with the City of Lodi (CITY). The CITY is requesting Proposals from qualified PROPOSERs to provide and deliver a commercial, off-the-shelf (COTS) Intelligent Transportation System (hereafter "System") for use on its Fixed-Route public transit buses. The System will consist of a Global Positioning System (GPS), Automatic Vehicle Location (AVL), Computer Aided Dispatch (CAD), Automatic Stop Annunciation (ASA), and a Passenger Information Network (PIN) and as an option, Automatic Passenger Counters (APC). The CITY is also interested in Hosting / Managed Services and maintenance options for five years delivered under this RFP.

In summary, the System shall be a Hosted / Managed System, complete in every respect inclusive of all design, components, training, and recommendations for auxiliary equipment and required maintenance and licensing. This RFP defines the general hardware features, functional requirements, and other capabilities desired for the System and will be the benchmarks for its design, verification, and validation.

This Request for Proposal (RFP) describes the project, requirements, selection process, and the information that must be included in the Proposal. Failure to submit information in accordance with the RFP submittal requirements may be cause for disqualification.

1.1 Project Objectives

The primary objective of this Project is to improve the customer experience. To that end, the CITY recognizes that it needs to add ITS technologies to achieve these objectives; which are:

- ✓ **Make public transit more attractive to the general population**
- ✓ **Maximize passenger movements**
- ✓ **Increase awareness of ITS benefits**
- ✓ **Reduce operational costs**
- ✓ **Reduce emission / energy use**
- ✓ **Improve transit system safety**
- ✓ **Improve On Time Performance**
- ✓ **Improve Quality of Reporting Data**

The CITY has also established the following internal goals for this Project:

- ✓ Accountability: Ensure that the CITY is providing timely delivery of transit services in accordance with its published timetables (improve schedule adherence and timed transfers);
- ✓ Real Time Passenger Information: Provide real-time transit information to customers via changeable message signs at selected stops and / or other in-vehicle passenger information systems, the Internet, and Personal Digital Assistant (PDA) applications;
- ✓ Improve Transit Management: Increase the availability of data to the CITY's operations to enhance transit management, service planning and reporting;

- ✓ Safety: Increase the safety and security of the CITY's public transportation system. Improve safety on-board vehicles by allowing quick location and response to incidents and emergencies; and
- ✓ Ridership: As a result of improved schedule adherence and passenger information, increase ridership of the CITY's Fixed-Route transit system.

1.2 General Overview of Service

The City of Lodi is an urbanized area located in the San Joaquin Valley in the central portion of the State of California. There is an estimated population of 65,000 residents within the City limits. The primary industries for the region are agriculture, food processing, and some light industry and services.

The CITY's services include GrapeLine Fixed Route, GrapeLine General Public Dial-A-Ride, and VineLine ADA Paratransit service (for qualifying individuals). The CITY has provided Dial-A-Ride services to the Lodi community since 1978 and in 1994 established Fixed-Route service as part of the transit operations.

Both Fixed-Route and Dial-A-Ride / VineLine are described in this overview to aid the PROPOSER in fully understanding the CITY's daily operations; however, only the Fixed-Route service is included in this RFP's requirements.

Fixed Route Service (GrapeLine) – The City of Lodi operates the GrapeLine on five weekday fixed routes, three express routes, and four weekend routes within the Lodi City limits. GrapeLine also connects within the City of Lodi with Amtrak, Greyhound, Galt's (SCT/LINK), and the San Joaquin Regional Transit District (RTD).

Current operating hours for the Fixed-Route services are: Monday through Friday – 6:10am to 7:19pm; Saturday- 7:30am to 9:22pm; Sunday- 8:30am to 4:22pm; excluding nine holidays (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day). Two Express Routes operate three roundtrips in the mornings and one Express Route operates four roundtrips in the morning. All three Express Routes operate two roundtrips in the afternoons on weekdays.

The CITY's Fixed-Route service has 188 bus stops: 58 with shelters and benches, 50 just a bench, and 80 with no bench or shelter.

Dial-A-Ride (DAR) / VineLine (VL) – DAR / VL operates a maximum of eight vehicles, depending on demand, during the same days and hours as the Fixed-Route service. DAR and VL provide service on the same vehicles, at the same time.

The DAR service area consists of the Lodi City limits, plus the unincorporated areas of Woodbridge, the Arbor Mobile Home Park, AM Market and Houston School in Acampo, and Villa Cerezos Mobile Home Park located south of the City limits.

The CITY's transit division has a total fleet of 24 vehicles: one (1) trolley bus, six (6) 2012 El Dorado EZ rider buses, four (4) 2009 Ford StarCraft cutaways, thirteen (13) Chevrolet ARBOC cutaways. MV Transportation provides operating services and published schedules. The CITY provides the buses, radios, fareboxes, video surveillance, street furnishings, passes, and maintenance.

The City of Lodi's City Council is the policymaking body for the CITY Public Works Department's Transit Division. CITY staff administers, plans, markets, and monitors the Transit Division. The City of Lodi Transit Division is funded through a combination of fare revenues, Transportation Development Act (sales tax), Federal Transit Administration (FTA) 5307 funds, Proposition 1B, and miscellaneous grants.

1.3 Project Overview

The System shall be built on a proven and secure operating system, database, and application software. The System shall provide access to fleet and passenger information for CITY staff and via the Internet and mobile devices for the general public. The applications shall follow accepted industry human engineering design standards for ease of readability, understandability, appropriate use of menu-driven operations, user customization, and intuitive operation. The System should have a future upgrade path and must be supportable for up to ten years. The PROPOSER / CONTRACTOR (used interchangeably) shall ensure that the risk of obsolescence to the hardware is minimized through the selection of standardized parts and readily available peripheral hardware.

1.4 Project Description

The PROPOSER shall supply a complete hosted / managed System with all hardware, software, and services necessary to accomplish the supply, installation, testing, documentation, training, and startup, including fixed-end equipment and equipment on-board vehicles. The System shall meet all specified requirements and have the capacity to serve present and future operational needs within the constraints established by commercially available systems. PROPOSER is urged to maximize the potential realization of the requirements / specifications while minimizing custom development.

Data transmissions to and from on-board vehicle equipment shall rely upon commercial cellular data communication carriers and any recurring pricing should be included in the Proposal. The selected communications network shall be capable of providing reliable signal coverage within the CITY's service area, its vehicles and electronic signs and the host.

Initially, the PROPOSER will enter directly into their System the CITY's schedules, route and stop information for the Fixed-Routes, which are the bases for on-time performance tracking and reporting. In all cases, the schedule data shall be accessible via the PROPOSER-provided data exchange that should be described in the Proposal.

1.5 Optional Technology

Upon execution of one or more task orders, the PROPOSER may also be directed to furnish and install:

- ✓ Automatic Passenger Counters (APC);

- ✓ Interactive Voice Response (IVR);
- ✓ Bus Stop Surveys (geo-coding).

Finally, to ensure continuous and productive operation of the System, the CITY is requiring the PROPOSER to submit pricing for years two through five (out years) for Extended System Support and Maintenance.

1.6 Cost and Payment

Fee Estimate – The total budget for this Intelligent Transportation System (ITS) is not to exceed $375,000.

Payment – The PROPOSER will be paid by the following method: Fixed Fees for completion of services and deliverables in accordance with Price Summary Table (Exhibit G) and Proposed Milestone Payment Schedule (Exhibit H). Progress payments shall be invoiced by the PROPOSER in arrears and based upon services or deliverables provided, unless otherwise stated. PROPOSER may include a modified Milestone Payment Schedule for the CITY's consideration.

6.0 ADMINISTRATIVE REQUIREMENTS

Where conflict occurs with the CITY's Standard Agreement Terms and Conditions, these terms and conditions will prevail.

6.1 Prime CONTRACTOR

PROPOSER will be the sole point of contact for the Agreement. The PROPOSER is totally responsible for all actions and work performed by its SUBCONTRACTORs. All terms, conditions, and requirements of the Agreement will apply without qualification to any services and work performed by any SUBCONTRACTOR of the PROPOSER.

6.2 News Releases

The CITY is the only entity authorized to issue news releases relating to this RFP, its evaluation, award, or any Agreement and performance there under.

6.3 Agreement Documents

All terms and conditions included in this solicitation will be incorporated into any resultant Agreement. It is the intent of the CITY to award a firm fixed-price Agreement for this procurement.

6.4 Proposal Form

Proposals shall be submitted only on the **Proposal Form** (Exhibit B), furnished to PROPOSERs. Proposals submitted on any other form will be considered non-responsive and **WILL BE REJECTED.** The only acceptable method of modifying a proposal is by letter, if it is received by the person assigned to open bids prior to the time set for opening of proposals.

6.5 Receipt of Proposals

Proposals must be received by the time and date specified in Section 3.5. Proposals must be submitted as detailed in Section 5.1.

6.6 Discrepancies

If a PROPOSER becomes aware of any discrepancy, ambiguity, conflicts, error or omission, it shall be reported immediately to the CITY, who will determine the necessity for clarification.

6.7 Appeal Procedures

Protests regarding any aspect of this RFP must be in accordance with the procedures established by City Council and provided in City of Lodi Procurement Protest Procedures (Exhibit A).

6.8 Addenda

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting contract. Acknowledgement of receipt of any addendum issued during this RFP process shall be indicated in the RFP

response and shall be made a part of any contract made between the City of Lodi and the service provider pursuant to this RFP. CITY will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions.

6.9 Receiving Proposals

All proposals, regardless of any irregularities or informalities, will be opened and only the name of the Proposer (individual, firm or corporation) shall be read into the public record at the time and place set forth in the RFP. Late (delivered) proposals will not be accepted.

Proposers or their authorized representatives may be present at the opening of the response to the RFP.

6.10 Sub-Contractor Payments

CONTRACTOR agrees to pay each SUBCONTRACTOR under this Agreement for satisfactory performance of their Agreement no later than 10 days from receipt of each payment the prime CONTRACTOR receives from the CITY. The CONTRACTOR agrees further to return retainage payments to each SUBCONTRACTOR within 30 days after the SUBCONTRACTOR's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

6.11 Delays

Unavoidable Delays – If services under the Agreement should be unavoidably delayed, the CITY's Transportation Manager shall extend the time for completion of the Agreement for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the CONTRACTOR's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the CONTRACTOR, the CONTRACTOR's subs, or their agents, and was substantial and in fact caused the CONTRACTOR to miss delivery dates, and could not adequately have been guarded against by Agreement or legal means. Delays beyond control of the CITY or caused by the CITY will be sufficient justification for delay of services and CONTRACTOR will be allowed a day for day extension.

Notification of Delays – The CONTRACTOR shall notify the Transportation Manager as soon as the CONTRACTOR has, or should have, knowledge that an event has occurred which will delay delivery or installation. Within five (5) calendar days, the CONTRACTOR shall confirm such notice in writing, furnishing as much detail as available.

Request for Extension – The CONTRACTOR agrees to supply, as soon as such data are available, any reasonable proofs that are required by the CITY's Transportation Manager to make a decision on any request for extension. The CITY's Transportation Manager shall examine the request and any documents supplied by the CONTRACTOR and shall determine if the CONTRACTOR is entitled to an extension and the duration of such extension. The CITY's Transportation Manager shall notify the CONTRACTOR of their decision in writing. It is expressly understood and agreed that the CONTRACTOR shall not be entitled to

damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

6.12 Conditional Acceptance

The CITY reserves the right to allow partial payments based on the conditional acceptance of the System under the condition that the PROPOSER will rectify cited deficiencies within an agreed upon time frame.

6.13 Insurance

During the performance hereunder and at CONTRACTOR's sole expense, CONTRACTOR shall procure and maintain insurance in accordance with the CITY's requirements and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein Agreement for bid. Refer to City of Lodi Insurance Requirements (Exhibit C).

6.14 Liquidated Damages

The CITY and PROPOSER recognize that liquidated damages may be appropriate and reasonably expected to incur if there are increased costs resulting from the late completion of the Agreement. Therefore, the CITY will impose a charge of $100.00 per day, per vehicle, each day after CITY-approved scheduled completion.

6.15 Retainage

Retainage for this Project has been set at 10%.

6.16 Right of Offset and Counter

The CITY reserves the right to offset and counter the Projects remaining funds with the PROPOSER if the CITY determines that it is in its best interest.

6.17 Performance Security and Payment Bond

Upon execution of the Agreement, the CONTRACTOR shall furnish, at its own expense, a Performance Security Bond in a form satisfactory to the CITY as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the Agreement shall be complied with in every particular. The penal amount of the Performance Security and Payment Bond shall be 100 percent of the original Agreement price, unless the CITY determines that a lesser amount would be adequate for the protection of the CITY. The Performance Security and Payment Bond must be issued by an admitted surety insurer authorized to transact surety business within the State of California. Please see attached for sample Performance Bond Letter (Exhibit D) and sample Irrevocable Standby Letter of Credit (Exhibit E).

Alternatively, the CONTRACTOR may provide the CITY with a Certified or Cashier's Check from a solvent bank or an Irrevocable Standby Letter of Credit issued by a financial institution acceptable to the CITY for the required amount.

The Performance Security Bond shall remain in full force and effect for the entire term of the Agreement, including option terms if exercised. The CITY must give its written consent to any substitution of surety and maintains the right to reject a proposed substitution.

PROPOSER must include with its Proposal a letter from a surety providing evidence that the PROPOSER has the ability to obtain the required performance security.

6.18 City of Lodi Business License

Prior to the Notice-to-Proceed, the successful CONTRACTOR must obtain a Business Tax Certificate (Business License) from the CITY unless certain specific exemptions which are outlined in section 3.01.030 of the Business License Ordinance are met. These exemptions mean certain persons are not required to pay business tax, including persons under the age of 18 who make less than $3,000 a year, charitable, religious, or non-profit organizations, a home occupation which earns less than $3,000 or a person who is limited to home occupations making less than $5,000. Disabled veterans are not required to pay business tax, residential rental facilities, or public utilities.

6.19 Ownership of Materials

All data, procedures, descriptions, presentations and recommendations accumulated by the PROPOSER under the Agreement resulting from this RFP will be owned by the CITY. The PROPOSER may not release, distribute, or otherwise utilize any such data without the written approval of the CITY.

6.20 Inspection and Approval of Work

The PROPOSER will permit the CITY's Transportation Manager or a duly authorized representative to inspect and audit all work, material and other data and records connected with the Agreement.

6.21 Patent / Copyright Infringement

At the time of PROPOSER's bid submittal, the PROPOSER warrants that all products and services being proposed are free and clear of any and all patent infringements, copyrights, etc.

6.22 Retention of Records

The PROPOSER will be required to maintain accounting records and other evidence pertaining to the costs incurred for a period of three (3) years beyond Agreement expiration and shall make the records available at their office at all reasonable times.

6.23 Liabilities against Procuring Agency

The CONTRACTOR shall indemnify, keep and save harmless the CITY, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, which may accrue against the CITY arising out of or resulting from the CONTRACTOR's acts or omissions, including acts or omissions of its employees, servants and agents.

6.24 Omission

Notwithstanding the provision of drawings, technical specifications, or other data by the CITY, the CONTRACTOR shall have the responsibility of supplying all drawings and details required to make the project complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

6.25 Priority

In the event of any deviation between the description of the equipment in the Technical Specifications and other parts of this document, the specifications shall govern.

6.26 Price Adjustment for Regulatory Change

If price adjustment is indicated, either upward or downward, it shall be negotiated between the CITY and the CONTRACTOR for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of bid opening and the date of manufacture. Such price adjustment may be audited where required.

6.27 Repairs after Non-Acceptance

The CITY may require the CONTRACTOR, or its designated representative to perform the repairs after non-acceptance, or the work may be done by the CITY's personnel with reimbursement by the CONTRACTOR.

Repairs by CONTRACTOR

- ✓ If the CITY requires the CONTRACTOR to perform repairs after non-acceptance of the equipment, the CONTRACTOR's representative must begin work within five (5) working days after receiving written notification from the CITY of failure of acceptance tests. The CITY shall make the equipment available to complete repairs timely with the CONTRACTOR repair schedule.
- ✓ The CONTRACTOR shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.

Repairs by CITY

- ✓ Parts Used: If the CITY decides to perform the repairs after non-acceptance of the equipment, it shall correct or repair the defect and any related defects using CONTRACTOR-specified parts available from its own stock or those supplied by the CONTRACTOR specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the CITY to the CONTRACTOR for reimbursement or replacement of parts. The CONTRACTOR shall provide forms for these parts.
- ✓ CONTRACTOR Supplied Parts: If the CONTRACTOR supplies parts for repairs being performed by the CITY after non-acceptance of the equipment, these parts shall be shipped prepaid to the CITY from any source selected by the CONTRACTOR within 10 working days after receipt of the request for said parts.

- ✓ Return of Defective Components: The CONTRACTOR may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the CONTRACTOR.
- ✓ Reimbursement for Labor: The CITY shall be reimbursed by the CONTRACTOR for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per-hour, per technician straight and fringe wage rate (approximately $65.00 / hr).
- ✓ Reimbursement for Parts: The CITY shall be reimbursed by the CONTRACTOR for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

6.28 Option of Obtaining Services Outside of the Agreement

The CITY reserves the right to contract separately for other services within the scope of this project if in the best interest of the CITY and may request such services to billed and paid directly, without markup, through the CONTRACTOR. The City will execute a contract change order for additional work.

6.29 Confidentiality

CONTRACTOR agrees that any and all information, in oral or written form, whether obtained from the CITY, its agents or assigns, or other sources, or generated by CONTRACTOR pursuant to this Agreement shall not be used for any purpose other than fulfilling the requirements of this Agreement. CONTRACTOR further agrees to keep in absolute confidence all data relative to the business of the CITY, their agents, or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by CONTRACTOR without written approval of the CITY.

6.30 Assignments

The PROPOSER shall not assign this Agreement, wholly or in part, without the prior written consent of the CITY. No assignment shall relieve the CONTRACTOR of any obligations under the Agreement.

6.31 Indemnification

The CONTRACTOR is solely responsible for and agrees to protect, defend, indemnify, and hold harmless the CITY's City Council, officers, agents, and employees from and against all liability. Also, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and / or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by the service provider or its SUBCONTRACTORs. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever; or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold

harmless the CITY at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his SUBCONTRACTORs or anyone directly or indirectly employed by any of them.

6.32 Conflict of Interest

No City Council member, employee, officer, agent, or employee of such agent of the CITY shall participate in the selection, the award of, or the administration of the Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when a City Council member, employee, officer or agent, or employee of such agent; any member of his / her immediate family; his / her partner; such as:

- ✓ An organization which employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award;
- ✓ City Council members, officer, employees or agents shall neither solicit not accept gratuities, favors or anything of monetary value from CONTRACTORs, potential SUBCONTRACTORs or parties of sub-Agreements; and
- ✓ CITY officers, employees or agents shall neither solicit not accept gratuities, favors or anything of monetary value from CONTRACTORs, potential CONTRACTORs or parties of sub-Agreements.

7.0 CURRENT / CONCEPT OF OPERATIONS

In summary, the CITY prefers an "out-of-the-box" System, hosted and served from a central data center and accessible from any Internet capable desktop within the CITY. The CITY intends to utilize the System on Fixed-Route buses for vehicle tracking and passenger information and all other PROPOSER capabilities.

In addition, the CITY is eager to deploy a robust Passenger Information Network (PIN) that will enable the CITY's Fixed-Route riders to ascertain next bus arrival predictions at bus stops and at the Transit Center, with a display(s) showing the estimated arrival time for each route. The PIN will also broadcast the same next bus arrival predictions via the Internet, cell phones and / or PDAs.

The CITY has 188 bus stops: 58 with shelters and benches, 50 with bench only, and 80 with no bench or shelter.

7.1 Current Fleet Inventory

Relevant Fleet Components:

Fixed-Route	Year	Vehicle Make / Model	Headsign Make/Model	Number of Doors	Farebox Make/Model	PA System Inside / Outside / Mic		
4	2009	Ford / StarCraft	Transign	1	*GFI Odyssey	No PA System		X
6	2012	El Dorado / EZ Rider	TwinVision	2	*GFI Odyssey	X	X	X
1	2001	Champlain / 1608 Trolley	TwinVision	2	*GFI Odyssey	X	X	X
13	2015	Chevrolet / ARBOC	TwinVision	2	*GFI Odyssey	X	X	X

*GFI Odyssey Fare box is System 7, Version 2.

Of the total fleet of 24 vehicles, the CITY intends to install ITS components on a total of fourteen (14) vehicles: 6 El Dorados, and 8 of the thirteen Chevrolet ARBOCs.

7.2 Lodi Transit Station

The CITY's main transfer points are at Lodi Transit Station (located at 24 S. Sacramento Street), and along Kettleman Lane east of Lower Sacramento Rd. However, for this RFP, the CITY is only interested in electronic signage at Lodi Transit Station.

The Transit Station is configured as an island with a long curb on either side (not dedicated bus bays). At the Transit Station Island, all five weekday Fixed-Route buses can occupy the Island at the same time. When all buses are present, two buses are on the west side of the Island (facing northbound, on the street) and three buses are on the east side of the Island / lobby (facing southbound). The SCT / Link bus boards at the Island about 15 minutes after the GrapeLine buses and both Amtrak and Greyhound park northbound on the curb right in front of the Transit Station, next to the fountain.

Although the CITY expects each PROPOSER to provide suggestions as to the quantity and type of real-time electronic arrival / departure signs, the initial thinking by the CITY is: a) 1 LED midway between the shelters at the island at Lodi Transit Station (kiosk style); b) 1 LCD outside on the wall of the lobby; and c) 1 LCD on the wall inside the lobby. The following pictures provide a glimpse of the configuration:

8.0 FIXED-ROUTE FUNCTIONAL REQUIREMENTS

This section describes the minimum technical and functional requirements for Fixed-Route operations and for the various components of the desired System. It defines what the Systems acquired from the PROPOSER are expected to do, and how CITY users will interact and use them. PROPOSERs are asked to read the specifications and, in their response, use Requirements Acknowledgement Table, (Exhibit F), to indicate where they comply, partially comply or do not comply with the CITY's requirements.

To the highest degree possible, the System delivered as part of this Project must be in compliance with the National ITS Architecture as well as other nationally relevant standards such as the National Transportation Communications for ITS Protocol (NTCIP) and the Transit Communications Interface Profiles (TCIP). Where possible, communications protocols and formats should be industry best practice, open and non-proprietary.

The CITY seeks to install at its core, four major elements and their associated components and functionality as the System: AVL, CAD, ASA and a Passenger Information Network (PIN) along with the supporting technology infrastructure.

The PROPOSER shall provide and support all hardware associated with the operation of the System and all hardware and equipment that is acquired by the CITY from the PROPOSER for the Project, excluding consumable material (material that needs continuous replenishment), and shall be certified to have a five-year minimum service life, with ten-year service life being preferred. All equipment, supplies and materials furnished under the Agreement shall also be new, field proven and meet or exceed applicable ISO, IEEE and ANSI standards.

Where applicable, the PROPOSER shall source commercially-available, off-the-shelf components that are easily accessible, modular, and easily removable to facilitate ease in maintaining and / or replacing the equipment. Materials and products that have been previously used for development work, purchased systems or items that have been salvaged or rebuilt shall not be permitted to be used in connection with the Agreement or Project without the prior written approval by the CITY. All equipment provided by the PROPOSER should be multi-sourced and readily available to the CITY. Proof of purchase in the form of dated invoice and shipping waybills should be retained and furnished to the CITY upon request.

8.1 Single Sign-On / Component Integration

The CITY requires that the PROPOSER utilize the GFI GenFare Odyssey as the single point for Coach Operators logging onto all integrated components / Systems and should follow the SAE J1587 / J1708 / J1939, etc. communication protocol. These include, (in addition to the GFI), but are not limited to, the PROPOSER's Vehicle Logic Unit (VLU), Vehicle Destination Signs, Automatic Stop Annunciation (ASA), and interior PA system. PROPOSER shall provide a description of how they plan on integrating with the required on-board components listed above and presented in Section 7.1, Current Fleet Inventory.

8.2 Automatic Vehicle Location (AVL)

The System shall include a Global Positioning System (GPS) based Automatic Vehicle Location (AVL) function. All vehicle movement on AVL maps and displays shall be based upon actual vehicle location reports and shall not be simulated. The AVL implementation shall provide Dispatchers with accurate and timely position data as well as schedule and route adherence data with the goal of minimizing the use of radio communications for the transmission of vehicle location data.

8.2.1 GPS Receiver

The System shall include a Differential Global Positioning System (GPS). The PROPOSER shall install a GPS receiver and antenna on each vehicle to provide location data to the AVL System. The PROPOSER shall state the specified accuracy of the GPS receiver in the Proposal.

The following GPS receiver requirements apply to Fixed-Route and support vehicles at the CITY. The GPS receiver shall be integrated with the VLU on-board the vehicles.

- ✓ GPS receivers shall report latitude, longitude, speed, time, direction of travel;
- ✓ Onboard GPS receivers must be capable of providing position accuracy within 10 feet at least 85 percent of the time;
- ✓ Regardless of the reporting scheme used, vehicles shall report their location at least once every 15 to 20 seconds or at a rate designated by the System Administrator within the range of 5 through 30 seconds;
- ✓ The GPS antenna shall be a low-profile unit housed in a rugged and weather tight enclosure. The GPS antenna shall be securely mounted on the exterior of the vehicle, clear of obstructions and interference-generating devices. GPS antenna location shall be determined in collaboration with CITY staff; and
- ✓ The GPS antenna mounting and sealants shall provide protection from the environment, including moisture, snow, heat (20° F to +120° F), wind, debris, etc.

8.2.2 Vehicle Logic Unit (VLU)

The PROPOSER's design shall utilize an automotive-grade Vehicle Logic Unit (VLU) that has, at a minimum, the following specifications:

- ✓ System shall begin gathering AVL location data when the ignition is turned on and continue reporting until the ignition is turned off (based on a programmable time period, i.e., 30 minutes, etc.);
- ✓ VLU shall integrate with the GPS receiver; GFI, bulk data transfer interface, covert alarm switch and an SAE J-1708 or J-1939 interface to support integration with other future in-vehicle technologies;
- ✓ VLU shall integrate with the onboard equipment on each vehicle that provides destination signs, next stop announcements, both audible and textual messages, fare collection, covert alarm, etc.;
- ✓ Provided interfaces shall include USB, RS232, RS485, J1587, J1708, J1939, Ethernet, discrete inputs and outputs, odometer, spare I/O pins, audio inputs and outputs; and

- ✓ VLU shall store the most recent location received from the APC, if the option is exercised, so that if the GPS receiver is not able to report the location, the "last known good" boardings and alightings will remain available.

8.2.3 Mobile Data Terminal (MDT)

The CITY recognizes that some PROPOSERs have designed and offer a Mobile Data Terminal (MDT) to serve many of the same functions that would otherwise be performed by the VLU or to work in conjunction with the VLU. However, the CITY is neutral on their applicability and would need further explanations of their value. If the PROPOSER chooses to specify the use of an MDT as a component of their on-board equipment, the PROPOSER shall specify a "ruggedized" MDT product or tablet that is specifically designed for transit. MDTs should be securely mounted on rigid PROPOSER-provided support brackets.

8.2.4 Covert Alarm

The PROPOSER shall ensure / install a connection to a Covert Alarm switch which when activated alerts dispatch on their screen of a Coach Operator issue. There is not a requirement to connect the Covert Alarm to the vehicle headsign.

8.3 Computer Aided Dispatch (CAD) Functions

In summary, and when the complete ITS technologies have been deployed, the CITY seeks to have a System provide the following CAD capabilities for the CITY's fixed-route Dispatchers:

- ✓ View Coach Operator and vehicle information;
- ✓ View vehicle locations;
- ✓ View route schedules; and
- ✓ Track schedule adherence of vehicles.

8.3.1 General Requirements

The CITY has access to map sources and possesses a GIS software product, but uses Goggle Earth to plot each bus stop (as place marks) to determine the longitude and latitude coordinates. The longitude and latitude can then be seen by opening a KML (Keyhole Markup Language) file in Excel.

The digital map component of the solution shall incorporate various map layers that are used to build comprehensive map locations, including but not limited to: street names, points of interest, bus stop geocode information, route information (bus routes, bus stops, time points, etc.) and other related data points and shall cover the entirety of the City of Lodi.

The PROPOSER shall be responsible for the import and initialization of the AVL map using the CITY's provided data as well as all refinements, updates, format conversions, and other processing and handling of the map data supplied to them by the map service or from the CITY as necessary. Maps shall display on the CITY's application screens as well as on customer-facing Web pages that provide predicted bus arrival and departure times, vehicle status and location information in graphical form.

The PROPOSER may wish to include the costs for an actual survey of each stop location in the event that the CITY's provided geo-codes are not sufficiently accurate.

8.3.2 Reference Information Displays

The Dispatcher shall have the capability to perform each of the following but not limited to:

- ✓ Dispatchers shall be able to zoom in to a map level of textual information such as street names, vehicle identities, route names, etc. Landmark names displayed at the various zoom levels shall be clearly readable. Route and street names shall be repeated along lengthy routes and streets;
- ✓ Vehicle status information conveyed to the Dispatchers shall include, but not be limited to, the following attributes:
  - ✓ Schedule status (early, on-schedule, or late);
  - ✓ Route status (on or off-route);
  - ✓ Type of vehicle (Fixed-Route, supervisor, or other non-revenue, for AVL equipped vehicles);
  - ✓ Non-scheduled - logged on (e.g., fill-in, trip, special event vehicles);
  - ✓ Not logged on;
  - ✓ Vehicle Coach Operator name;
  - ✓ Direction of travel;
  - ✓ Estimated time of arrival calculated by the System for a selected vehicle at a selected destination;
- ✓ Provide Dispatchers with schedule information by block and / or run including real time status;
- ✓ Provide capability for Dispatchers to log in Coach Operators;
- ✓ Allow Dispatchers capability to add new services (i.e., overloads);
- ✓ Allow Dispatchers to temporarily change times within a schedule (i.e., offsets, detours, etc.); and
- ✓ Provide Dispatchers capability to cancel an entire block of service.

8.3.3 Vehicle Status

The System shall verify that Coach Operators log on in time to support a defined schedule and to verify that all currently scheduled blocks are serviced by a logged-on vehicle throughout the service day. The System shall issue an alarm message to the appropriate Dispatcher(s) if a block scheduled for service remains open (i.e., without a logged-on vehicle) for more than a Dispatcher-adjustable time period. This time period shall initially be set to 2 minutes and shall be adjustable from one minute to at least 15 minutes. The Dispatcher(s) shall also be notified when Coach Operators log on to open blocks.

8.3.4 Service Performance

The System shall provide Dispatchers the ability to quickly monitor the current fixed-route service performance. In addition to basic identifying information, such as vehicle IDs, Coach Operator numbers (names), route numbers, block numbers, etc.; the following specific types of information shall be presented:

- ✓ System shall monitor off route / schedule status;
- ✓ System shall monitor late pull out's / in's;

- ✓ System shall accurately monitor the schedule adherence;
- ✓ Schedule adherence shall be calculated at each defined time point and accurately estimated between defined time points; and
- ✓ System shall provide the Dispatcher the projected recovery time based on the next terminal departure.

8.3.5 Turn-Back Monitoring

- ✓ System shall detect and adjust for turn-backs within a Fixed-Route vehicle's assigned block. The System shall issue a turn-back event when a vehicle has turned around before the end of a current trip and proceeds along the route in the opposite direction for a subsequent trip within the same block.
- ✓ Following a turn-back, the System shall automatically determine which trip the vehicle has jumped to within the System assigned block based on the current time, the vehicle's new geographic location, the vehicle's direction, and the vehicle's schedule.
- ✓ After a turn-back adjustment, the System shall resume schedule and route adherence monitoring and automated voice announcements for the vehicle based on the new trip assignment. All turn-backs shall produce events.

8.3.6 Vehicle Coach Operator Changes

The System shall support en-route changes of the assigned Coach Operators for cases such as mechanical breakdowns and Coach Operator substitutions. Coach Operators shall be required to perform a Coach Operator logon / logoff when the change takes place.

8.4 Automatic Stop Annunciation (ASA)

PROPOSER shall install new interior displays for Next Stop Message Signs along with the associated audible component for ADA compliancy, Automatic Stop Annunciation (ASA). The ASA shall integrate to the existing public announcement (PA) system on-board the vehicle. The goal is to provide announcements to passengers in the form of next stop displays and announcements and possibly other types, such as triggering an announcement (when and where needed) for annunciation of major intersections, key transfer points, points of interest, secondary announcements for long periods between stops, promotional information, public service information, and advertising. The ASA shall have the capability to perform each of the following but not limited to:

- ✓ ASA shall make an exterior announcement of the current route number and destination when doors open at a stop;
- ✓ ASA shall use the vehicle location information from the System to trigger the appropriate announcements on-board the vehicle whenever the vehicle enters a user defined "trigger zone";
- ✓ Time-based announcements / displays shall be programmed to be made on-board the vehicle at specific times of the day or at a set frequency within specified time periods, on specific days of the week;
- ✓ Location-based announcements / displays shall be programmed to be made on-board the vehicle when that vehicle passes any designated location(s);

- ✓ In the event that a vehicle is operating off-route, the automatic announcements / displays shall not be made. Once the route is reacquired, the System shall automatically determine and announce the next valid bus stop or other designated location;
- ✓ Interior Display shall display the current date / time when not displaying a triggered announcement; and
- ✓ ASA shall provide the capability to adjust the minimum and maximum volume levels separately for interior and exterior announcements.

8.5 Passenger Information Network (PIN)

The CITY seeks to deploy a real-time Passenger Information Network. In the simplest of terms, the CITY desires to provide vehicle arrival and /or departure information to our customers, through electronic signage at Lodi Transit Station, via the Internet and on personal communication devices. When this service is available, patrons will be able to access the information through the CONTRACTOR's web site and / or as a link from the CITY's web site.

The PIN has the following requirements:

- ✓ PIN shall use GPS information, historic traffic patterns and vehicle schedules to determine a best estimate for all bus arrival and / or departure times;
- ✓ PIN shall be able to accurately identify vehicle locations for in-service vehicles;
- ✓ PIN shall be able to generate web-based maps for each route that display accurate vehicle information, including route names, street and landmark names, vehicle location and estimated arrival time at bus stops; and
- ✓ PIN shall be updated whenever new routes or schedules are created.

8.5.1 Predictive Bus Arrival and Departure Algorithms

At the core of the PIN shall be a robust predictive real-time bus arrival and departure time function. The PROPOSER shall devise one or more predictive algorithm(s) that continually track, compile and recalculate predicted bus arrival / departure times based on vehicle location, heading (i.e., direction), speed, and other factors such as known causes of recurrent traffic delays along the route. The System shall monitor each bus on each route independently and calculate arrival times at each stop along the route which the System shall make available to the PIN for immediate broadcast. The arrival and departure algorithm(s) shall consider real-time conditions and historic average arrival and departure data to improve accuracy in the predictive function.

8.5.2 Changeable Message Signs (CMS)

The CITY seeks a small number of Changeable Message Signs (CMS) with suitable enclosures, which will be located at Lodi Transit Station (exact quantity to be recommended by the PROPOSER based on current System depicted in Section 7.2). At a minimum, the CMS' would display real-time bus arrival / departure times. Specific information to be displayed on the CMS signs will be determined by the CITY and the PROPOSER during System Design.

The CMS shall also have the ability to blank out or display user defined messages / announcements entered by the Dispatcher / System Administrator via a Web-based sign controller interface. Following are specifics of the CMS display:

- ✓ CMS' shall display, in real time, the estimated arrival / departure time of the next bus as a countdown in minutes;
- ✓ During times when some routes are not in operation, the CMS shall display the message "No Service At This Time" next to any route not in service;
- ✓ CMS' shall be either an LCD or LED screen capable of displaying between one and nine lines;
- ✓ CMS' shall be constructed and rated for outdoor installation in a hardened environment such as those common to a roadside or transit installations;
- ✓ CMS controllers shall be securely affixed to the back side of the display with keyed entry;
- ✓ CMS' shall have brightness control;
- ✓ CMS' shall produce message that conform to ADA requirements for character legibility and accessibility. At minimum, ADA compliant 3-inch characters (one line) or 2-inch characters (two line) shall be supported;
- ✓ CMS' shall be designed for operating outdoors in the temperature range 20° F to 120° F;
- ✓ CMSs must be protected using vandal-resistant enclosures; and
- ✓ CMS controllers shall be capable of being configured both remotely and locally. Portable computer devices may also be used for performing routine diagnostic maintenance on the signs though local connectivity.

PROPOSER must describe the communications infrastructure requirements (e.g., wired Ethernet connections, wireless cellular data communications, etc.). PROPOSER must also describe quantities, display options, sizes, power requirements, and pre-set timing options. PROPOSER should provide sample views of LED and LCD signs.

8.5.3 Bus Stop Signage

If PROPOSER's solution requires a unique method for allowing patrons to determine next arrivals at each bus stop, regardless of location, PROPOSER should describe in detail. For example, a bus stop sign may need a unique identifying stop number and a telephone number patrons can call to receive next arrival predictions in real-time (SMS / IVR / QR Code, etc.). PROPOSER should provide cost estimates for sign preparation and on a separate line PROPOSER should provide cost estimates for installation of signs.

8.5.4 Customer Web Site / Communication Devices

The CITY expects that the PIN will provide real-time arrival information via computers accessing the Internet and to current communication devices such as: cell phones, Smart Phones, Personal Digital Assistants (PDA's), tablets, etc.

PORPOSER's web page should generate maps for each route and display accurate vehicle information, including route names, street and landmark names, vehicle location and estimated arrival / departure

times. The CITY expects that its customers will be able to access route information through the CITY's web site via a link.

The CITY's preference is to integrate the PIN into the CITY's Transit web site, http://www.lodi.gov/transit/index.html. The CITY web site shall provide, at a minimum, the following features:

- ✓ System shall allow a person using a personal computer, or web based personal mobile device to visit a publicly accessible web address to select a route, direction and stop, and in response receive the current predicted arrival time from the prediction software at the initiating device;
- ✓ PROPOSER shall provide all web pages, data feeds and scripts needed to enable this web service on the CITY's web site;
- ✓ The web pages should support multiple Internet browsers, i.e., Chrome, Internet Explorer, etc.;
- ✓ The web page shall be continuously updated (whenever a new predicted arrival time is determined), until the user closes the web page;
- ✓ Web based interface shall allow users to select the routes and stops of their choice for which they want to see real-time vehicle information;
- ✓ Web based interface shall provide the ability to zoom in / out and pan the map;
- ✓ Map display for the web page(s) shall be automatically formatted to fit the screen size of the customer's device (i.e. mobile device, tablet, personal computer, etc.);
- ✓ Clicking on a stop icon shall display arrival times for the next three buses or 30 minutes for each route passing by that stop;
- ✓ PROPOSER shall develop and support a PDA application using a simplified version of CITY's web site specifically designed for handheld devices (e.g., iPhone. Windows OS, Droid Apps, etc.);
- ✓ PROPOSER shall develop the PDA application using the HTML5 format; and
- ✓ System shall provide the CITY the ability to publish any service alerts on the web site or supported devices.

8.5.5 Customer Trip Planner

The CITY is a part of Google Transit and as such, expects the PROPOSER to make available accurate trip information from the System to Google Transit. In addition to Google Transit, the PROPOSER shall provide a solution for customers to plan trips via their Smart Phones or PDAs via an application-based Trip Planner. The application-based Trip Planner should allow customers to enter their starting point and destination, make choices about their trip (address, nearby stops, routes, landmarks, etc.), and receive an itinerary based on scheduled service and real time departures. The Trip Planner should plan the best trips for the day, time, and options specified by the customer. Changing any of the criteria may result in completely different trips.

9.0 OPTIONAL REQUIREMENTS

The CITY requests the PROPOSER include and price for the following options. These options are not in the base System cost because the CITY has not yet made a decision whether to proceed with these options from a cost perspective. The optional costs shall be separately identified in the PROPOSER's Price Summary Table (Exhibit G). These options will be individually selected by the CITY at time of Agreement award.

9.1 Automatic Passenger Counters (APC)

The PROPOSER shall provide pricing for the option of adding integrated Automatic Passenger Counting (APC) capabilities to the CITY. The hardware and installation used for passenger counting shall be proposed by the PROPOSER, but shall satisfy at minimum the following requirements:

- ✓ APC shall be able to separately count successive passengers that are walking as close together as is practicable, either one behind the other or side by side;
- ✓ APC shall accurately detect passengers boarding and alighting and eliminate false positive counts of passengers;
- ✓ APC shall support multiple entry doors;
- ✓ APC shall have the ability to detect whether the vehicle door is open or closed (the APC shall only count passengers when the door is open);
- ✓ Data shall automatically be compiled by the APC and integrated to the VLU in real-time;
- ✓ APC data shall time-stamp for ease in associating the counts to validating farebox data; and
- ✓ APC data shall be stored along with stop records within "trigger zones".

9.2 Interactive Voice Response (IVR) System

As an option, the CITY desires to enrich the riding publics experience via an Interactive Voice Response (IVR) system. The PROPOSER shall provide a method for allowing customers to determine next arrivals at each bus stop, regardless of location via a telephone-based Interactive Voice Response (IVR) system. The IVR should support, at a minimum, the following features:

- ✓ IVR shall be interfaced with the next arrival prediction software to access current prediction data for a selected stop;
- ✓ IVR shall respond to a customer request with real-time arrival information for the next 3 buses or 30 minutes of the requested stop; and
- ✓ IVR interface shall consist of voice prompts to which the customer may respond by either voice commands or by touch-tone key selection.
- ✓ IVR shall have a Spanish language option.

9.3 Bus Stop Surveys

In the event that the CITY's Google Earth stop geo-codes are inadequate in accuracy, PROPOSER should provide costs for surveying and uploading survey data for approximately 188 bus stops.

10.0 ARCHITECTURAL REQUIREMENTS

10.1 Hosted / Managed Services

The CITY wishes to have the System entirely Hosted and Managed by the CONTRACTOR. The PROPOSER will recommend and price the System architecture required supporting their proposed solution(s). The PROPOSER will also provide the CITY with a Service Level Agreement for expected performance levels, System availability, scheduled maintenance, repairs, backups, database maintenance, archiving, Disaster Recovery procedures, etc.

10.2 Information Technology Architecture

The PROPOSER's System must be an "out-of-the-box" application from a Hosted Data Center; and accessible from any Internet capable desktop / laptop / tablet etc., via access rights. PROPOSER must clearly detail whether or not the CITY will own the software, hardware and have full ownership and license rights to the complete System. The PROPOSER shall ensure that the solution provides for 99.999% uptime during the CITY's service hours, exclusive of scheduled maintenance activities.

10.2.1 Ownership of Data

All data collected by the System shall remain the property of the CITY. Access (at the data / database level) to all data collected by the System must be made available to third parties at the CITY's request via either daily extracts or direct System access. For extracts, PROPOSER should indicate which method would be used (XML, RSS, JSON, SQL, CSV, HTML, HTML5, Excel, etc.). **Data generated for the CITY by the PROPOSER shall be available to the CITY and its agents at all times.**

The CITY will provide to the PROPOSER all bus-stop, vehicle, route, schedule, rider, transfer information and any other data relevant to its operations at Notice to Proceed.

10.2.2 Scheduled Maintenance

All software maintenance shall be performed outside of the CITY's revenue service hours and updates shall be downloaded in batches to minimize downtime and maximize data transfer rates. The PROPOSER shall perform scheduled maintenance on its databases, web applications and field elements in accordance with an approved maintenance schedule.

10.2.3 Continuity of Services

Upon the CITY's written notice, the PROPOSER shall furnish transition services during the last 90 days of the term of the Agreement. The PROPOSER shall develop with the successor CONTRACTOR or the CITY, a Transition Plan describing the nature and extent of transition services required. The Transition Plan and dates for transferring responsibilities for each division of work shall be submitted within 30 days of notice from the CITY. Upon completion of the CITY's review, both parties will meet and resolve any additional requirements / differences. The PROPOSER shall provide experienced personnel to ensure that the services are maintained at the level of proficiency required by the Agreement.

11. ADDITIONIAL REQUIREMENTS

11.1 Reports

Relevant and accurate reports are an important component for the success of the CITY's operations, service planning, customer service, and other CITY stakeholders. Various operational reports shall be provided as part of the System which will allow the CITY to monitor system performance and to reconcile the daily, weekly, and monthly service activities. All data generated in the System shall be retrievable through reports and screens. Reports and screens shall be made available through the database on an ad-hoc basis and shall have various selection and sort criteria.

The PROPOSER shall specify what types of canned reports are available in the System (provide samples in Proposal) and what types of custom reports will be provided to the CITY. The following examples represent the types of reports the CITY would like to receive in order to better manage operations and maintenance as well as the riding public's usage:

- ✓ ***National Transit Database (NTD):*** Provide reports in accordance with Federal Transit Administration (FTA) rules both monthly and annually.
- ✓ ***Schedule Adherence Report:*** Measures Coach Operator on-time performance.
- ✓ ***Average Arrival Times Report:*** Measures statistical mean of arrival times for user-defined parameters such as stop, route, vehicle, Coach Operator, reporting period, etc.
- ✓ ***Detailed Trip Log:*** Records passenger activity (if APC option is exercised) by stop and arrival and departure times, based on user-defined parameters including stop, route, vehicle, direction, etc.
- ✓ ***Passenger Miles Travelled Reports*** (if APC option is exercised)
- ✓ ***Mileage Report:*** Summarizes vehicle mileage for revenue and non-revenue service.
- ✓ ***Shift Report:*** Records the timestamp for Coach Operator login and logout from AVL / MDT / VLU System.
- ✓ ***Exception Reports:*** Measure the frequency of occurrences for exceptions to user-defined parameters such as speed limits (by segment or global), route adherence, etc.
- ✓ ***Performance Reports:*** Reports shall be made available on the System that display summarized and detailed data on the status of operation, including a description of any failure (e.g., AVL downtime).

In addition to the PROPOSER's standard reports, up to 20 additional customized reports may be requested by the CITY at no additional cost.

11.2 Training

The PROPOSER shall provide a comprehensive training program that prepares CITY staff for operation, administration, elementary troubleshooting, maintenance and System Administration of the System components provided by the PROPOSER. Training may be conducted by the PROPOSER, the PROPOSER's sub-PROPOSERs, third-party software suppliers, and / or original equipment manufacturers (OEMs). The PROPOSER's training program shall include formal and informal instruction, models, manuals, diagrams and component manuals and catalogs as required. Where practical and useful, training should be hands on

and should use actual System software and screens on a work station and actual equipment on the fleets. All training materials and manuals shall be produced in hard copies sufficient to provide one copy for each person being trained and one (1) reproducible set of documentation and one copy on approved electronic media. Unless otherwise noted by the CITY, the PROPOSER shall be solely responsible for supplying all of the items necessary to complete the training requirements, and the PROPOSER shall indicate in the Proposal the cost of materials and time assumed for training.

11.2.1 Training Plan

The PROPOSER will develop a training plan and will be responsible for providing training to all users of the System including the Coach Operators, Dispatchers, Supervisory Staff, Managers, and Maintenance Personnel. The PROPOSER should include how and what type of training will be carried out as well as describe their overall user training approach.

The PROPOSER shall submit a Training Plan detailing the following:

- ✓ Overall description of the training program;
- ✓ Breakdown of total number of hours devoted to training: hours of classroom training, number of classes, anticipated number of students, hours developing training materials, etc.;
- ✓ Proposed training delivery schedule;
- ✓ Purpose of each training class;
- ✓ Who should attend class;
- ✓ Anticipated duration of the class (hours / days);
- ✓ Training materials, including manuals, guides and other supporting items, and techniques to be used; and
- ✓ Facility / equipment requirements

The PROPOSER shall assume that CITY staff do not have any specific knowledge of the System; however the PROPOSER can assume that staff are generally qualified for the function for which they are being trained in (e.g., Coach Operator, dispatcher, maintenance, System Administration, etc.).

11.2.2 Supplemental Training

The CITY requires that the PROPOSER provide follow-up training approximately 90 days after Final Acceptance. Follow-up training on System operation may take place remotely, such as through a "webinar" or other web-based workshop environment. Supplemental training shall be supplied at no cost to the CITY and should be factored into the PROPOSERs Cost Proposal. The CITY will determine the time, location, and extent of any supplemental training in consultation with the PROPOSER.

11.3 Testing

The PROPOSER is responsible for all test logistics (e.g., arranging for vehicles and drivers, and providing other testing services) and coordination activities. The CITY reserves the right to:

- ✓ Witness any and all tests and inspections required by these Specifications;
- ✓ Inspect test records at any time; and

- ✓ Perform additional testing, beyond that specified herein, of any equipment or material at any time to determine conformance with the Agreement requirements.

11.3.1 30-Day Rolling Operational Test

The Operational Test is to ensure that the System, as installed in the field, works properly as a fully integrated System. Prior to the start of the 30-day Rolling Operational Test, all outstanding testing variances must be corrected. All training of the Dispatchers, Coach Operators, CITY staff, and other relevant users must also be completed. During testing, no adjustments, modifications, or substitutions shall be made to the System by the PROPOSER, except with the approval of the CITY.

Functionality tests shall verify that the PROPOSER's features and functions of the System have been properly designed and implemented. The following items, as a minimum, shall be included in the Function Tests:

- ✓ Testing of the proper functioning of all hardware, both individually and collectively;
- ✓ Testing of the proper functioning of all software and firmware features and functions;
- ✓ Testing of all on-board functions;
- ✓ Testing of all user interface functions;
- ✓ Verification that System response time requirements have been met; and
- ✓ Verification that System stability and availability is free of problems.

This test is intended to verify the stability of the System to satisfy the integrity and reliability of the System. The CITY's desire is that no "down time" be experienced during 30 consecutive days, either on vehicles or as a System. If there is a failure of the System during this time, or if 2 or more vehicles experience the same issue, the PROPOSER will identify and correct the problem. The CITY, at its sole discretion, will determine if the problem necessitates a resetting of the 30-Day Rolling Operational Test.

11.4 Documentation

Documentation is an important element for the preservation of the knowledge transfer that will take place as part of the Project and along with the training will facilitate the CITY's transition to the new ITS. The PROPOSER, as part of their Proposal response, shall provide samples / examples of their training and maintenance documentation, quick reference guides, etc.

The PROPOSER shall provide a Maintenance Service Manual and a "Fingertip" Troubleshooting Guide for use by technical personnel assigned to the maintenance of any component installed as parts of the System and for any third party products. The "Fingertip" guide will be essential for component diagnosis to aid problem resolutions for both the CITY and the CONTRACTOR.

11.5 Design / Implementation

11.5.1 Work Standards and Requirements

The CONTRACTOR shall provide project management and oversight of all work performed. The CONTRACTOR shall install the equipment to the highest standards, using experienced and

knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay CITY operations. The CONTRACTOR shall make every effort to schedule the work around service times.

The CONTRACTOR shall arrange for design reviews with the CITY. Any unapproved modifications and implementation efforts conducted without the CITY's concurrence will be at the CONTRACTOR's own risk.

11.5.2 Installation

The CONTRACTOR shall supply all personnel, tools, materials and equipment required to perform installation of the System. The CONTRACTOR is also responsible for procurement, installation, terminating and testing all equipment furnished for Project.

Where the CONTRACTOR is providing components manufactured by a third-party supplier, the CONTRACTOR shall ensure that all such components are installed in accordance with the original equipment manufacturers (OEM) installation guidelines. In addition, the CONTRACTOR shall arrange for OEM / supplier on-site and remote support as is necessary to ensure the proper operation of its equipment at no additional cost to the CITY.

All vehicle work must be coordinated with operations in advance in order not to impact service negatively. The CONTRACTOR is also responsible for restoring the condition of any affected structures, wiring, fixtures and finishes at the installation sites.

11.5.3 Equipment Removal, Relocation and Restoration Plan

The PROPOSER will be responsible for removing any vehicle devices in order to allow for the replacement with new ITS devices. The Project Plan shall include detailed tasks for all the equipment requiring removal and / or relocation.

11.5.4 Obsolescence

All equipment shall be of the latest design and shall incorporate standard commercial products currently in production. It is desirable for the peripheral hardware to be supplied from the same manufacturer, and maintained by the CONTRACTOR. The intent is to increase compatibility and reduce maintainability problems. The CONTRACTOR shall ensure that the risk of obsolescence to the hardware is minimized through the selection of standardized parts and readily-available peripheral hardware.

11.5.5 Environmental

All equipment and hardware to be supplied shall be constructed to meet harsh operational conditions found in the transit environment. All CONTRACTOR provided onboard and wayside equipment shall operate properly under these minimum environmental conditions encountered onboard the vehicles including conditions pertaining to temperature, humidity, dust / dirt, power variations, shock, vibration, altitude, etc.

11.5.6 System Scalability

The System shall initially support the functions specified herein with the quantities of vehicles shown in Section 7; however, the System shall be scalable through 10 years from the Agreement's effective date to support additional vehicles.

11.6 Project Management

PROPOSER shall assign a Project Manager who will be permanently assigned in the capacity for the entire duration of the project. The Project Manager assigned to the project shall have the authority to make commitments and decisions that are binding on the PROPOSER.

The CITY will also designate a Project Manager to coordinate all project related activities with the CONTRACTOR. All communications between the CITY and the CONTRACTOR will be coordinated through the two Project Managers.

11.6.1 CITY Participation

The CITY intends to actively participate in this Project. This participation will include providing data required by the CONTRACTOR, reviewing and approving designs, monitoring the CONTRACTOR's progress and schedule, and participating in System testing. Any portion of these activities may be handled by CITY staff or consultants as directed by the CITY. The CONTRACTOR's Project Plan shall identify clearly any CITY responsibilities or tasks that will be required and the durations for those activities.

11.6.2 Project Staffing

It is the PROPOSER's responsibility to maintain and assign a sufficient number of competent and qualified professionals and other technical personnel to satisfy the requirements and schedules specified in the Scope of Work or proposed by the PROPOSER. **Assigned personnel cannot be removed or replaced for the duration of the project without the consent of the CITY**.

11.6.3 Project Plan

The PROPOSER shall prepare a Project Plan in a Work Breakdown Structure (WBS) format in Microsoft Project format that lists all tasks / activities related to the design, development, testing, installation and deployment of the complete System. The schedule should be in sufficient detail to demonstrate a clear understanding of the Project. The Project Plan should identify all milestones starting with the Notice to Proceed (NTP) through the date of Final System Acceptance. It should depict the expected sequence and durations of all tasks and subtasks, dependencies, including submittal dates and resources responsible for each task. The Project Plan will be reviewed by the CITY and if accepted shall be considered "baselined". If revisions are requested, the PROPOSER shall address the CITY's comments, and re-issue the Project Plan. Once baselined, the Schedule will become the basis for all subsequent schedule changes and updates for the duration of the Project.

11.6.4 Weekly Status Reports

The PROPOSER's Project Manager **must** submit a weekly status report by each Monday morning that provides updates to previous week's activities achieved, previous weeks activities missed, upcoming week's planned activities, issues and project risks along with mitigation strategies, etc. to the CITY's Transportation Manager or her designee.

11.6.5 Deliverables

Draft copies of all documentation, plan, materials, etc., shall be submitted to the CITY for review, comment and approval. The CITY shall have the right to require additional interim drafts at no additional cost should draft documentation submitted not be of adequate quality or have missing or incorrect information.

The PROPOSER shall deliver a draft and final version of the following documents as described in this RFP to the CITY:

- ✓ Project Plan
- ✓ System Design Document
- ✓ Test Plan / Procedures / Acceptance Criteria
- ✓ Training Plan / Materials
- ✓ Maintenance Manuals / "Fingertip" Troubleshooting Guide
- ✓ Quality Assurance Plan
- ✓ Final Acceptance Test Report

11.6.6 Quality Assurance Plan

The Quality Assurance Plan is to ensure accurate problem description and recording, tracking of progress for corrections / revisions, and disposition of the problems throughout the design, testing, and implementation phases of the Project. The CONTRACTOR shall maintain records or data essential to providing objective evidence of quality until the expiration of the warranty period and shall be made available to the CITY upon request. Examples of quality-related data include: inspection and test results, records of sub-CONTRACTOR quality programs, cost records pertinent to acceptance of nonconforming material, support for change order documentation, design reviews and walkthroughs, and the results of internal and CONTRACTOR audits.

11.7 Warranty / Maintenance

The CITY's expectations are that PROPOSER's System will be designed to provide a usable life of not less than ten (10) years. The PROPOSER agrees that the System and all related installation work shall be subject to the warranties and obligations set forth in this section. The warranties and obligations set forth in this Section shall commence upon System acceptance and end after a one-year period.

11.7.1 Installation Warranty

The PROPOSER warrants that all installation work and all System hardware / software furnished by the PROPOSER including, but not limited to, all such work, and System hardware / software provided by SUBCONTRACTORs, suppliers, or other manufacturers, shall be of good quality and free of any defects or

faulty materials and workmanship and perform according to the specifications for a period of one year (warranty period).

If the PROPOSER upgrades its devices to ensure the continued and proper operation of the System as configured for Project and to meet the 10-year useful life, the PROPOSER will assume all costs related to the hardware upgrade and there shall be no additional cost to the CITY.

11.7.2 "Fingertip" Diagnostics

Maintenance personnel shall have easy access to components for testing, removal and replacement. All test points necessary to diagnose the equipment while in operation shall be easily accessible and a "Fingertip" Troubleshooting Guide shall be provided to assist technicians to identify and diagnose problems. Maintenance technicians may be granted the ability to connect a laptop to troubleshoot the components if appropriate.

11.7.3 Maintainability

The System hardware shall be designed with the following specifications:

- ✓ Modular replaceable and repairable components to allow for easy and quick maintenance;
- ✓ All components that perform the same function shall be interchangeable; and
- ✓ All replacements shall be plug-in compatible with no changes required.

11.7.4 Service Level Agreement (SLA)

The PROPOSER shall provide CITY staff and its agents with access to knowledgeable technical support personnel and trained field service personnel as may be required for the successful maintenance and operation of the System. Support personnel shall be available to assist the CITY to diagnose System problems, monitor vehicle on-board units, fixed-end devices, and server performance and availability levels; and troubleshoot hardware and software errors in a timely manner.

The following table describes the proposed Service Levels for the SLA which will be included as part of the CONTRACTOR's Agreement.

Proposed Service Level Agreement (SLA)

Priority Category	Description	Target repair commencement (from initial Help Desk response)	Target repair effort (from fix commencement)
1	Total failure of the System	Within 30 minutes	Immediate, subject to site access, and continuing until reinstatement or workaround provided or useful efforts exhausted
2	"One off" site failure or has a significant end user impact but does not render the System unusable	Within 8 hours during the CITY's standard hours	On commencement of the CITY's next working day, and continuing during Support Hours, until reinstatement or workaround provided or useful efforts exhausted
3	Minor end user impact	The CITY's next working day	Repair prior to end of the CITY's second working day following date of notification if Software fault or problem with Hardware which is in stock, otherwise Hardware lead times will apply and repair timeframe will be adjusted accordingly

11.7.5 Out Year Costs (Optional)

The CITY requests that the PROPOSER propose pricing for years 2 through 5, (Exhibit G) for Extended System Support and Maintenance.

11.8 Spare Components

The PROPOSER shall provide an initial supply of spare components to the CITY. The initial supplied quantity of spares for each component shall be recommended by the PROPOSER in the Price Summary Table (Exhibit G), but for key components, the CITY will expect a minimum of a 10% spare ratio.

11.9 Component Price Protection

At any time during the during the 3 years following the initial one-year warranty period, the CITY shall have the option to purchase additional System components at the prices proposed in the Price Summary Table (Exhibit G). These additional spare components will carry the same warranties as offered for the overall System.

11.10 Schedule Requirements

The PROPOSER shall complete installation and acceptance testing and fully invoice the CITY for its services by June 30, 2016.

EXHIBITS

Required Submittals (RFP Checklist)

All of the below referenced documents are required as part of your Proposal submittal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the PROPOSER. PROPOSERs are instructed to include a copy of this RFP Checklist with their Proposal submission indicating compliance for each item marked by a checked box. Wherever the word "Consultant" appears in the Exhibit, it should be read as the equivalent to the word "CONTRACTOR." Wherever the words "bid" or "bidder" appear in the Exhibit, they should be read as the equivalent to the words "Proposal" or "PROPOSER."

- ✓ One (1) original, three (3) hard copies and one (1) USB device (flash drive) containing a copy of the complete Proposal, in two sections (Technical Proposal and Cost Proposal) in PDF format
- ✓ Exhibit A – City of Lodi Procurement Protest Procedures
- ✓ Exhibit B – City of Lodi Proposal Form
- ✓ Exhibit C – City of Lodi Insurance Requirements
- ✓ Exhibit D – Sample Performance Bond Letter
- ✓ Exhibit E – Sample Irrevocable Standby Letter of Credit
- ✓ Exhibit F – Requirements Acknowledgement Table
- ✓ Exhibit G – Price Summary Table
- ✓ Exhibit H – Milestone Payment Schedule
- ✓ Exhibit I – References
- ✓ Exhibit J – City of Lodi Draft Sample Agreement

Exhibit A – City of Lodi Procurement Protest Procedures

PROCUREMENT PROTEST PROCEDURES

Under certain circumstances, an interested party to a procurement may protest to the City of Lodi the award of a contract, which may or may not involve the direct application of funds from the Federal Transit Administration (FTA).

All solicitation documents shall include Procurement Protest Procedures, either explicitly or by reference. These procedures are intended to ensure that valid complaints are properly handled and responded to.

The term protest is utilized to describe the controversies that arise during the contract formation process as an objection to a decision to award a specific proposal or bid. The protests are challenges to actual or proposed actions of the contracting officers on specific procurements. These objections are brought by offerors, prospective offerors, or other interested parties who contend that they have been improperly treated in the procurement process. All protests must be submitted in writing.

GENERAL CONDITIONS

The City of Lodi's review of any protest will be limited to violations of federal, state or local laws or regulations; violations of the City of Lodi's purchasing procedures; violations of the City of Lodi's protest procedures; or, failure to review a complaint or protest.

Protests arising from solicitation procedures or forms must be received by the City of Lodi within a reasonable time in advance of scheduled bid opening or proposal submission but no later than fifteen (15) calendar days prior to bid opening or proposal submission due date. All other protests including a staff determination of the apparent low bidder must be received by the City of Lodi within five (5) working days of the action on which the protest is based.

The initial protest filed with the City of Lodi shall be in writing and shall:

1. Include the name, address and telephone number of the protester; and the name of a contact person.

2. Identify the number, date and description of the solicitation.

3. Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the fullest extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified.

4. Indicate the ruling or relief desired from the City of Lodi.

Protests filed after the above timelines will be rejected as untimely. However, a protest may be considered, even if the initial filing is late, under the following circumstances:

1. Good cause based on compelling reasons beyond the protester's control, whereby the lateness is due to the fault of the City of Lodi in the handling of his/her protest submission.
2. The City of Lodi determines the protest raised significant issues to a procurement practice or procedure.
3. A court of competent jurisdiction requests, expects or otherwise expresses interest in the City of Lodi's decision.

No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear and legible.

Any additional information requested or required by the City of Lodi from the protester, or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) working days after the receipt of such request unless specifically excepted by the City of Lodi.

CONFIDENTIALITY

Materials submitted by a protester will not be withheld from any interested party outside of the City of Lodi or from any Government agency which may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains proprietary materials which should be withheld, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears. However, the City is goverened by the California Public Records Act, and may or not be able to maintain any document's confidentiality once it is in the City's possession. However, the City will give a bidder 5 days notice before produceing documents labeled as confidential to give the bidder an opportunity to seek judicial relief.

FURNISHING OF INFORMATION ON PROTESTS

The City of Lodi shall, upon request, make available to any interested party, information bearing on the substance of the protest, including:

1. Any other documents that pertain to the protest, including correspondence with the bidders; and
2. A statement by the City of Lodi explaining its actions and the reasons for them.

A conference on the merits of the protest with members of the City of Lodi Protest Review Panel (defined below) may be held at the request of the protester. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than twenty (20) calendar days after the initial protest was filed.

WITHHOLDING OF AWARD

When a protest has been filed before the opening of bids or proposal submission, the City of Lodi will not make an award for five (5) working days following its decision on the protest. When a protest has been filed after the award but prior to the execution of a contract, the City of Lodi will not proceed with the execution of the contract prior to the resolution of the protest. Exceptions to the above may occur if the City of Lodi determines that:

1. The items to be procured are urgently required; or
2. Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or
3. Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to the City of Lodi or other local, state or federal governments.

PROTEST SUBMISSION

Protest submissions shall be directed to:

City of Lodi Administration Department
Attn: Ms. Jennifer Ferraiolo, City Clerk
221 W. Pine Street (P. O. Box 3006)
Lodi, CA 95240 (95241-1910)

In all cases, the envelope shall be marked: "Attention: Protest Material" and include the pertinent Invitation for Bid or Request for Proposal Project title.

PROTEST REVIEW-LEVEL ONE

Upon receipt of a protest, the City Manager will appoint an ad hoc City of Lodi Protest Review Panel to review all relevant materials associated with the protest. The panel will be comprised of three (3) representatives of the City of Lodi appointed by the City Manager; Including the City Department Head, Transportation Manager, and one other City staff member knowledgeable in the specific project. The Panel shall determine the validity of the protest and what actions will be taken.

The panel will be directed to prepare a report within fifteen (15) calendar days. The Panel will notify the protester and any interested parties of their findings and actions and of the procedures for requesting reconsideration. The report shall include the following as relevant:

1. Copies of all relevant documents;
2. A copy of the Invitation for Bid or Request for Proposal, including pertinent provisions of the specifications.

PROTEST REVIEW-LEVEL TWO

Reconsideration of a decision by the City of Lodi may be requested by the protester or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law or fact made.

The request for reconsideration of the City of Lodi Protest Review Panel's decision shall be filed no later than ten (10) working days after the Panel issues its written report, and shall be filed with the City Attorney.

Upon receipt of the request for reconsideration, the City Manger shall schedule an informal administrative hearing with the aggrieved party and the City of Lodi Protest Review Panel. The hearing shall be held not later than fifteen (15) working days after the receipt of the request for reconsideration. The City Attorney shall issue, in writing, the City of Lodi's final determination of the reconsidered protest within five (5) working days of the administrative hearing. The appellant process ends with the City Attorney's decision; however, the aggrieved party may ask the City Council to review the City Attorney's decision. Protests must be presented at the City Council public meeting at the time of procurement award. The aggrieved party shall have an opportunity to appear and be heard before the City Council at the public meeting. At the City Council public meeting, the City Council will render a decision. The aggrieved party has those remedies afforded by the state courts, as well.

The City of Lodi may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction.

The City of Lodi shall not be responsible for any protests not filed in a timely manner.

FEDERAL TRANSIT ADMINISTRATION (FTA) PROTEST PROCEDURES

A party wishing to file a protest with FTA should consult FTA Circular 4220.1F for details on FTA's bid protest procedures. Circular 4220.1F reinforces FTA's policy of limiting involvement in grantees' activities. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. Alleged violations on other grounds are under the jurisdiction of the appropriate local administrative authorities.

Protest must be filed with FTA (with a concurrent copy to the City of Lodi) within five (5) working days after the City of Lodi renders a final decision or five (5) working days after the aggrieved party knows or has reason to know that the City of Lodi failed to render a final decision. After five (5) working days, the City of Lodi will confirm with FTA that FTA has not received a protest on the procurement in question.

In accordance with the provisions of FTA Circular 4220.1F, the Transportation Manager, or designee, will be responsible for providing information regarding protests of federally funded procurements to the FTA Region IX Office.

The City of Lodi shall not be responsible for any protests not filed in a timely manner with FTA.

Exhibit B – City of Lodi Proposal Form

Request for Proposals (RFP) – Transit Intelligent Transportation System
PROPOSAL FORM

To: City of Lodi

Pursuant to and in compliance with your Request for Proposals, calling for proposals and related documents, the undersigned proposer, having familiarized himself with the terms and conditions of the Agreement, the local conditions affecting the performance of the Agreement, the cost of the work at the place where the work is to be done and the drawings and specifications and other Agreement documents, proposes and agrees to perform the Agreement within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Agreement and complete in a workmanlike manner all of the work required in connection with this Proposal and all in strict conformity with the drawings and specifications and other Agreement documents, including addendum number _____.

The proposer has carefully examined the project documents for this project prepared and furnished by the CITY and acknowledge their sufficiency.

It is understood and agreed that the work under the Agreement shall commence by the bidder, if awarded the Agreement, on the date to be stated in the CITY's "Notice to Proceed."

I, the bidder identified below, declare under penalty of perjury, that the information provided and representations made in this proposal are true and correct and that this declaration was executed on:

_____ day of _____, 2015

NAME OF PROPOSER: _____

CORPORATE OR
COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____ DATE: _____

Exhibit C – City of Lodi Insurance Requirements

Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Consultant and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant, 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. COMPREHENSIVE GENERAL LIABILITY
   $1,000,000 Each Occurrence
   $2,000,000 Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY
   $1,000,000 Each Occurrence
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Consultant; whichever is greater.

Consultant 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.).

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

(a) Additional Named Insured Endorsement
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) 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.

(b) Primary and Non-Contributory Insurance Endorsement
Additional insurance coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Consultant shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(d) Completed Operations Endorsement

For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.

(e) 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.

(f) 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 West Pine St., Lodi, CA 95240.

(g) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.

(h) Failure to Comply
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Consultant of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Consultant shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Consultant fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Consultant shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(i) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Consultant's employees employed at the site of the project and, if any work is sublet, Consultant 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 Consultant. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Consultant shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

Exhibit D – Sample Performance Bond Letter

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the CITY OF LODI, hereinafter designated as "CITY OF LODI," has awarded to _____, hereinafter designated as the "Principal," a Contract for the City of Lodi Intelligent Transportation System Project; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and _____, as a California-admitted Surety, are held and firmly bound unto the said CITY OF LODI in the penal sum of $_____, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by CITY OF LODI, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by CITY OF LODI, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless CITY OF LODI as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by CITY OF LODI to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at CITY OF LODI's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY OF LODI, to complete the Contract in accordance with its terms and conditions and to pay and

perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY OF LODI for all costs CITY OF LODI incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY OF LODI'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF LODI or its successors or assigns.

In the event suit is brought upon this bond by CITY OF LODI, Surety shall pay reasonable attorney's fees and costs incurred by CITY OF LODI in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Principal

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

_____
By:

_____
By:

_____
Surety

_____
Address of Surety

Exhibit E – Sample Irrevocable Standby Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT

_____
(Date)

City of Lodi
Public Works Department / Transit Division
P. O. Box 3006
Lodi, CA 95241-1910

Re: **Irrevocable Standby Letter of Credit No.**

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of _____, a _____ *(insert nature of organization, whether sole proprietorship, partnership, corporation or joint venture),* in the amount of _____ **dollars ($_____)**, which is available upon your demand when accompanied by a signed statement from an officer of the City of Lodi, stating that:

> The amount drafted is due to CITY OF LODI because of failure of _____ _____ to enter into a written contract awarded to it by CITY OF LODI, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications for_____, Contract # _____.

We hereby agree with the drawers and / or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before_____. Partial drawings are permitted.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

_____
(Financial Institution)

By: _____
Title: _____

Exhibit F – Requirements Acknowledgement Table

Section	Requirement	Acceptance C = Comply P = Partial N – No	Explanations For all requirements marked with a "P" or "N"
8.0	**Fixed-Route Functional Requirements**		
8.1	Single Sign-On / Component Integration		
8.2	Automatic Vehicle Location (AVL)		
8.2.1	GPS Receiver		
8.2.2	Vehicle Logic Unit (VLU)		
8.2.3	Mobile Data Terminal (MDT)		
8.2.4	Covert Alarm		
8.3	Computer Aided Dispatch (CAD) Functions		
8.3.1	General Requirements		
8.3.2	Reference Information Displays		
8.3.3	Vehicle Status		
8.3.4	Service Performance		
8.3.5	Turn Back Monitoring		
8.3.6	Vehicle Coach Operator Changes		
8.4	Automatic Stop Announcements (ASA)		
8.5	Passenger Information Network (PIN)		
8.5.1	Predictive Bus Arrival and Departure Algorithms		
8.5.2	Changeable Message Signs (CMS)		
8.5.3	Bus Stop Signage		
8.5.4	Customer Web Site / Communication Devices		
8.5.5	Customer Trip Planner		
9.0	**Optional Technologies**		
9.1	Automatic Passenger Counters (APC)		
9.2	Interactive Voice Response (IVR)		
9.3	Bus Stop Survey's		
10.0	**Architectural Requirements**		
10.1	Hosted / Managed Services		
10.2	Information Technology Architecture		
10.2.1	Ownership of Data		
10.2.2	Scheduled Maintenance		
10.2.3	Continuity of Services		
11.0	**Additional Requirements**		
11.1	Reports		
11.2	Training		

11.2.1	Training Plan		
11.2.2	Supplemental Training		
11.3	Testing		
11.3.1	30-Day Rolling Operational Test		
11.4	Documentation		
11.5	Design / Implementation		
11.5.1	Work Standards and Requirements		
11.5.2	Installation		
11.5.3	Equipment Removal, Relocation and Restoration Plan		
11.5.4	Obsolescence		
11.5.5	Environmental		
11.5.6	System Scalability		
11.6	Project Management		
11.6.1	CITY Participation		
11.6.2	Project Staffing		
11.6.3	Project Plan		
11.6.4	Weekly Status Meetings		
11.6.5	Deliverables		
11.6.6	Quality Assurance Plan		
11.7	Warranty / Maintenance		
11.7.1	Installation Warranty		
11.7.2	"Fingertip" Diagnostics		
11.7.3	Maintainability		
11.7.4	Service Level Agreement (SLA)		
11.7.5	Out Year Costs (Optional)		
11.8	Spare Components		
11.9	Component Price Protection		
11.10	Schedule Requirements		

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

Exhibit G – Price Summary Table

PROPOSERs are required to submit their price Proposals using the Price Summary Table presented here or a table consistent with its format. The Summary consists of two forms: one form to be used for each discrete solution cost; and one form summarizing the total cost for all solutions. PROPOSERs shall submit a cost for each line item. For each solution, a total capital cost and estimated cost of operation and maintenance should be listed and described. The operation and maintenance cost shall include and detail all anticipated sources of ongoing costs, including, but not limited to: royalties, software license fees, technical support, training, rentals or anticipated replacements.

The PROPOSER shall complete the forms, leaving no requested fields blank. In the case of fields that represent items with no cost associated, or items that shall not be provided by the PROPOSER, the number zero shall be used.

The price summary form represents the total cost of the PROPOSER to furnish all labor, materials and services at the prices as quoted herein, in conformance with all the specifications and Agreement documents. The units submitted shall be consistent with the numbers specified in the RFP, and shall include spares as determined by the CITY for effective system operation.

The PROPOSER should modify or clarify entries, as necessary, so that the price summary represents the total cost to provide the System. The total cost shall include all incidentals associated with the hardware and software, such as mounting hardware, cables, fasteners, brackets and housings. CITY shall not incur additional costs for any additional equipment, services, shipping, handling, communications, installation or testing.

The Agreement shall be a firm fixed price Agreement.

The Price Summary Table will be used as a basis for cost calculations during the Project and it is understood that these unit prices will be held firm until Final System Acceptance.

PRICE SUMMARY TABLES

NOTE: PROPOSER must cite / list in their Cost Proposal any costs (which the PROPOSER has not included in the offering) to the CITY that would be recurring, such as: monthly cellular costs, annual IVR licensing costs, additional telephone lines in support of IVR, etc. The CITY wants NO surprises!

A. System Initiation Requirements Component	Unit/Year Cost	Number of Units/Years	Total Cost
System Design / Initiation			
Host Server Site Equipment Acquisition and Setup (servers: operating systems, application, database, communications, routers / firewalls, redundancies, environments, etc.		5-years	
Computer Aided Dispatch Software (CAD) License – Fixed-Route			

Agency geo-code import			
Other Integration software, databases, CAL's and / or licenses, etc.			
Storage and Retrieval services (5-years)			
Other – please insert and describe			
System Initiation Sub-Total:			

B. Fixed-Route Vehicles			
Component	**Unit Cost**	**Number of Units**	**Total Cost**
Integration Design for each vehicle type			
Cellular communications (router's, SIM Cards, etc.)			
Cabling and wiring for vehicle			
GPS / Antenna			
Vehicle Logic Unit (VLU)			
Mobile Data Terminal (if proposed)			
Covert Alarm (switch)			
Automatic Stop Annunciation (ASA)			
Interior Display's			
Installation of all hardware in each vehicle			
Other – please insert and describe			
Fixed-Route Vehicles Sub-Total:			

C. Passenger Information Network (PIN)			
Component	**Unit Cost**	**Number of Units**	**Total Cost**
Integration Design at each location			
Cabling and wiring at each location			
LED Transit Center(s) Display(s)			
LCD Transit Center(s) Display(s)			
Bus Stop Signage			
Passenger Information Network Web Site			
Smartphone Applications (Android / iOS / Windows)			
Customer Trip Planner			
Installation of all hardware at each location			
Integration Design at each location			
Other – please insert and describe			
Passenger Information Network Sub-Total:			

D. Optional Requirements			
Component	**Unit Cost**	**Number of Units**	**Total Cost**
Automatic Passenger Counters (APC) (sensors, control units, cables, etc.			
Installation of Passenger Counters			
Interactive Voice Response (IVR); include Spanish as a separate line item			
Bus Stop Survey's (up to 200)			
Other – please insert and describe			
Optional Technologies Sub-Total:			

E. Spare Components Component (Describe the types and quantities of spares)	Unit Cost	Number of Units	Total Cost
Spare Components Sub-Total:			

F. Miscellaneous Indices	Total Cost
Reports (up to 20 customized reports)	
Training	
Testing	
Documentation	
Design / Implementation	
Project Management	
Warranty / Maintenance (first year)	
Other – please insert and describe	
Additional Items Sub-Total:	

G. Out-Year System Support and Maintenance	Year Cost
Extended System Support and Maintenance, Year Two (Optional)	
Extended System Support and Maintenance, Year Three (Optional)	
Extended System Support and Maintenance, Year Four (Optional)	
Extended System Support and Maintenance, Year Five (Optional)	
Other – please insert and describe	
Extended Maintenance Sub-Total:	
Price Summary	**Total Cost**
Table A - System Initiation	
Table B - Fixed-Route Vehicles	
Table C - Passenger Information Network	
Table D – Optional Requirements	
Table E - Spare Components	
Table F – Miscellaneous Indices	
Table G - Extended System Support and Maintenance	
Total of All Costs:	

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

Exhibit H – Proposed Milestone Payment Schedule

The following Milestone / Payment Schedule are being proposed as part of this RFP. The PROPOSER may offer an alternative for consideration by the CITY. During the Agreement process with selected CONTRACTOR, % of totals will be added once all ITS elements have been identified and incorporated into the Agreement.

Proposed Milestone Payment Indices

Task	% of Total		Fixed Price Task Cost
Project Plan / WBS			
System Initiation			
System Design			
Fixed Route Installation (1-14)			
Automatic Passenger Counters (APC) – Optional			
Interactive Voice Response (IVR) – Optional			
Bus Stop Surveys (geo-coding) – Optional			
Fleet / Installation Sign-off			
PIN (signage, mobile apps web site)			
30-Day Acceptance Test			
Training			
Reports			
System Documentation			
System Acceptance			
		Totals:	

10% retainage per milestone

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

Exhibit I – References

The CITY may contact references in an effort to obtain more information about the PROPOSERs. The references listed should be companies and individuals with whom the PROPOSER has supplied equipment and / or performed services similar to those specified herein.

Reference 1

Company Name	
Contact Name	
Telephone Number	
Email Address	
Description of Work	
Agreement Amount	

Reference 2

Company Name	
Contact Name	
Telephone Number	
Email Address	
Description of Work	
Agreement Amount	

Reference 3

Company Name	
Contact Name	
Telephone Number	
Email Address	
Description of Work	
Agreement Amount	

Exhibit J – City of Lodi Sample Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on , 20 , by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and (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 to design, install, and service a turnkey Intelligent Transportation System (ITS), comprised of Automatic Vehicle Location (AVL), Computer Aided Dispatch (CAD), Automatic Stop Annunciation (ASA), and a Passenger Information Network (PIN) for its Fixed-Route vehicles, (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

Except as set forth in Exhibit D (entitled ""Supplemental Terms & Conditions"), CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement unless prior written approval of CITY is obtained.

Section 2.6 Term

The term of this Agreement commences on , 20 and terminates upon the completion of the Scope of Services or on , whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to a fixed price fee, as shown in Price Summary Table & Milestone Payment Schedule, 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 be paid by CITY upon completion of tasks according to the Milestone Payment Schedule (Exhibit B). 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 $375,000, inclusive of state and local taxes.

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 and costs), 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, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

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:

To CONTRACTOR:

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 thirty (30) 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. This Agreement will terminate at the option of

the CITY on the occurrence of Bankruptcy or insolvency of CONTRACTOR; or Sale of the business of CONTRACTOR.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Price Summary Table & Milestone Payment Schedule (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, data, or work in progress to CITY. All such documents shall be the property of the CITY without additional compensation to CONTRACTOR. Upon termination, CONTRACTOR shall submit to the CITY an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. If the ITS system has been installed, CONTRACTOR shall provide a working installation and configuration of the ITS system to the CITY within Thirty (30) days of the termination date. 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.
Upon termination of this Agreement, CONTRACTOR shall immediately return to the CITY any and all plans, drawings, specifications, other documents, or materials belonging to the CITY and used by CONTRACTOR in performance of the services described herein.

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 D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Supplemental Terms & Conditions

Attached hereto as Exhibit D are Supplemental Terms and Conditions which are incorporated herein and made a part of this Agreement by reference.

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

CITY OF LODI, a municipal corporation

ATTEST:

_____	_____
JENNIFER M. FERRAIOLO City Clerk	STEPHEN SCHWABAUER City Manager

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

By: _____	By: _____ Name: Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Price Summary Table & Milestone Payment Schedule
Exhibit C – Insurance Requirements
Exhibit D – Supplemental Terms and Conditions

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

Exhibit A – Scope of Services

Proposal Clarifications to be included here.

Service Level Agreement
between CONTRACTOR and CITY for ITS Services

Part 1. Description

CONTRACTOR shall provide System Support during CITY's Standard Support Hours and shall be comprised of:

a) a telephone Help Desk to provide first-line technical support to the CITY's users of the System;
b) remote diagnosis and, where possible, correction of faults; and / or
c) provision and installation of the Materials as and when required, or as part of an agreed pre-emptive maintenance regime.

Help Desk

The CITY will log "faults" with the System (hardware or software) by a telephone call to 1-XXX-XXX-XXXX.

For "faults" logged within the CITY's Standard Support Hours, CONTRACTOR will ensure that a member of their Support Staff is available to take the call.

For "faults" logged outside the CITY's Standard Support Hours, CONTRACTOR will ensure that a suitably qualified person will make contact with the CITY (initiator of the fault) by telephone within 30 minutes of the initial fault logging call.

A "fault" is deemed to be logged once a Support Staff member has been spoken to or a message has been left.

Resolution

The Help Desk will try to resolve the "fault" where possible. If the fault or query cannot be resolved by telephone assistance, then CONTRACTOR will ensure that a suitably qualified person commences work to remedy the "fault" within the Service Level Response times in the table below.

Part 2. Service levels

The following table describes service levels for Support which cannot be resolved in the initial call to CONTRACTOR'S Help Desk.

Priority Category	Description	Target repair commencement (from initial Help Desk response)	Target repair effort (from fix commencement)
1	Total failure of the system	Within 30 minutes	Immediate, subject to site access, and continuing until reinstatement or workaround provided or useful efforts exhausted
2	"One off" site failure or has a significant end user impact but does not render the System unusable	Within 8 hours during the CITY's standard hours	On commencement of the CITY's next working day), and continuing during Support Hours, until reinstatement or workaround provided or useful efforts exhausted
3	Minor end user impact	The CITY's next working day	Repair prior to end of the CITY's second working day following date of notification if Software fault or problem with Hardware which is in stock, otherwise Hardware lead times will apply and repair timeframe will be adjusted accordingly

Software License Agreement

This is a legal agreement between the City of Lodi and _____; registered in the State of _____ as an international corporation, in relation to CITY's use of the CONTRACTOR'S _____ (the Software) suite of applications and services to be delivered to the CITY under Agreement number _____.

1. **Grant of License**

A. With respect to all software delivered by CONTRACTOR as a part of the contract which may ensue from this solicitation, CONTRACTOR grants the CITY the right to use the software for internal purposes, including the right to: load and execute the software; to reproduce copies of the software (such as for archival and back-up purposes, for running parallel computing operations, and for operating the AVL from more than one Central Processing Unit), the aforementioned in compliance with the terms and conditions of the software licenses provided for in the CONTRACTOR's proposal; to modify the software (such as through enhancements, upgrades, bug fixes, and conversion to other operating platforms); to integrate with other software; and to otherwise utilize the software for purposes relating to the AVL.

B. These rights include all elements relating to the software, including the audio, visual, graphic, and textual elements, in any form or medium now known or later developed and in all formats, such as electronic, magnetic, digital, laser, or optical. These rights are perpetual, nonexclusive, transferable, and royalty-free.

C. Except as provided above, software and other written materials created as a part of the contract which may ensue under this solicitation on are owned by the CITY, including documentation and specifications. All works of original authorship created in connection with said contract are "works for hire" as that term is used in connections with the U.S. Copyright Act.

To the extent that, by operation of law, the CITY would not own the intellectual property rights in such works, CONTRACTOR hereby assigns its right, titles, and interest to the CITY.

Sharing this Software with other individuals or organizations, including commercial organizations is in violation of this license.

2. **Copyright**. All Software code is protected covered by Intellectual Property Rights and as such is owned by CONTRACTOR and protected by international copyright law. You may not remove or conceal any proprietary notices, labels or marks from the Software.

3. **Restrictions on Use**. You may not, and you may not permit others to (a) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Software; (b) modify, distribute, or create derivative works of the Software; (c) copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software.

4. **Term of Agreement**. The term of this Agreement begins upon installation of this Software and shall be valid for 5 years from initial installation on Application Specific Providers (ASP) servers as a fully "hosted" service in accordance with the terms defined within contract CITY 2015-01 between CONTRACTOR and CITY.

5. **LIMITED WARRANTY**

NEITHER CONTRACTOR NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT OR RELATED TO THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SOFTWARE AND / OR THE RELATED DOCUMENTATION, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONTRACTOR'S LIABILITY HEREUNDER, IF ANY, EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE.

CONTRACTOR warrants to the CITY that the components, software and services furnished by it and/or used by it shall be free from defects in material, workmanship, and design under normal uses and services for a period of twelve (12) months from the date of Final Acceptance. Nothing contained in this Agreement, is intended to affect or limit the CITY's ability to pursue the manufacturer for any breach of warranty for goods and products distributed to the CITY by CONTRACTOR and/or used by CONTRACTOR in the fabrication of the equipment for the CITY described in the Agreement Documents.

CONTRACTOR shall function as the first line of support for such implementation during the twelve (12) month warranty period following Final Acceptance, as well as the four ensuing

years identified in the Agreement Documents. CONTRACTOR shall provide the CITY with a telephone number to report problems twenty-four (24) hours per day, seven (7) days per week. If the problem is characterized by the CITY as sufficiently severe that the System is wholly or substantially inoperable, CONTRACTOR shall respond to notice of the problem within four (4) hours of notification. Such response shall be made by a knowledgeable technician familiar with the System and, at a minimum, shall acknowledge receipt of the CITY's notification and inform the CITY of the steps CONTRACTOR intends to take to resolve the problem.

6. ACKNOWLEDGMENT

BY INSTALLING OR OPERATING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FORE GOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSED OR PRIOR AGREEMENTS ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE LICENSE DESCRIBED HEREIN.

Exhibit B – Price Summary Table & Milestone Payment Schedule

The payments prescribed herein shall constitute all compensation to CONTRACTOR for all costs of services, including, but not limited to, direct costs of labor of employees engaged by CONTRACTOR, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of CONTRACTOR, its agents, its subCONTRACTORs and employees. In no event shall the CITY be obligated to pay late fees or interest, whether or not such requirements are contained in CONTRACTOR's invoice. Payment by the CITY will be provided to CONTRACTOR by completion of tasks according the Milestone Payment Schedule.

In addition to any amounts that may be withheld pursuant to this Agreement, the CITY shall retain an amount equal to ten percent (10%) of each Progress Payment until the CITY's Final Acceptance of the Project.

PROPOSERs are required to submit their price Proposals using the Price Summary Table presented here or a table consistent with its format. The Summary consists of two forms: one form to be used for each discrete solution cost; and one form summarizing the total cost for all solutions. PROPOSERs shall submit a cost for each line item. For each solution, a total capital cost and estimated cost of operation and maintenance should be listed and described. The operation and maintenance cost shall include and detail all anticipated sources of ongoing costs, including, but not limited to: royalties, software license fees, technical support, training, rentals or anticipated replacements.

The PROPOSER shall complete the forms, leaving no requested fields blank. In the case of fields that represent items with no cost associated, or items that shall not be provided by the PROPOSER, the number zero shall be used.

The price summary form represents the total cost of the PROPOSER to furnish all labor, materials and services at the prices as quoted herein, in conformance with all the specifications and Agreement documents. The units submitted shall be consistent with the numbers specified in the RFP, and shall include spares as determined by the CITY for effective system operation.

The PROPOSER should modify or clarify entries, as necessary, so that the price summary represents the total cost to provide the System. The total cost shall include all incidentals associated with the hardware and software, such as mounting hardware, cables, fasteners, brackets and housings. CITY shall not incur additional costs for any additional equipment, services, shipping, handling, communications, installation or testing.

The Agreement shall be a firm fixed price Agreement.

The Price Summary Table will be used as a basis for cost calculations during the Project and it is understood that these unit prices will be held firm until Final System Acceptance.

PRICE SUMMARY TABLE

NOTE: PROPOSER must cite / list in their Cost Proposal any costs (which the PROPOSER has not included in the offering) to the CITY that would be recurring, such as: monthly cellular costs, annual IVR licensing costs, additional telephone lines in support of IVR, etc. The CITY wants NO surprises!

A. System Initiation Requirements Component	Unit/Year Cost	Number of Units/Years	Total Cost
System Design / Initiation			
Host Server Site Equipment Acquisition and Setup (servers: operating systems, application, database, communications, routers / firewalls, redundancies, environments, etc.		5-years	
Computer Aided Dispatch Software (CAD) License – Fixed-Route			
Agency geo-code import			
Other Integration software, databases, CAL's and / or licenses, etc.			
Storage and Retrieval services (5-years)			
Other – please insert and describe			
System Initiation Sub-Total:			

B. Fixed-Route Vehicles Component	Unit Cost	Number of Units	Total Cost
Integration Design for each vehicle type			
Cellular communications (router's, SIM Cards, etc.)			
Cabling and wiring for vehicle			
GPS / Antenna			
Vehicle Logic Unit (VLU)			
Mobile Data Terminal (if proposed)			
Covert Alarm (switch)			
Automatic Stop Annunciation (ASA)			
Interior Display's			
Installation of all hardware in each vehicle			
Other – please insert and describe			
Fixed-Route Vehicles Sub-Total:			

C. Passenger Information Network (PIN) Component	Unit Cost	Number of Units	Total Cost
Integration Design at each location			
Cabling and wiring at each location			
LED Transit Center(s) Display(s)			
LCD Transit Center(s) Display(s)			
Bus Stop Signage			
Passenger Information Network Web Site			
Smartphone Applications (Android / iOS / Windows)			
Customer Trip Planner			
Installation of all hardware at each location			
Integration Design at each location			
Other – please insert and describe			
Passenger Information Network Sub-Total:			

D. Optional Requirements

Component	Unit Cost	Number of Units	Total Cost
Automatic Passenger Counters (APC) (sensors, control units, cables, etc.			
Installation of Passenger Counters			
Interactive Voice Response (IVR); include Spanish as a separate line item			
Bus Stop Survey's (up to 200)			
Other – please insert and describe			
Optional Technologies Sub-Total:			

E. Spare Components Component (Describe the types and quantities of spares)	Unit Cost	Number of Units	Total Cost
Spare Components Sub-Total:			

F. Miscellaneous Indices	Total Cost
Reports (up to 20 customized reports)	
Training	
Testing	
Documentation	
Design / Implementation	
Project Management	
Warranty / Maintenance (first year)	
Other – please insert and describe	
Additional Items Sub-Total:	

G. Out-Year System Support and Maintenance	Year Cost
Extended System Support and Maintenance, Year Two (Optional)	
Extended System Support and Maintenance, Year Three (Optional)	
Extended System Support and Maintenance, Year Four (Optional)	
Extended System Support and Maintenance, Year Five (Optional)	
Other – please insert and describe	
Extended Maintenance Sub-Total:	
Price Summary	**Total Cost**
Table A - System Initiation	
Table B - Fixed-Route Vehicles	
Table C - Passenger Information Network	
Table D – Optional Requirements	
Table E - Spare Components	
Table F – Miscellaneous Indices	
Table G - Extended System Support and Maintenance	
Total of All Costs:	

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

The following Milestone / Payment Schedule are being proposed as part of this RFP. The PROPOSER may offer an alternative for consideration by the CITY. During the Agreement process with selected CONTRACTOR, % of totals will be added once all ITS elements have been identified and incorporated into the Agreement.

Proposed Milestone Payment Indices

Task	% of Total		Fixed Price Task Cost
Project Plan / WBS			
System Initiation			
System Design			
Fixed Route Installation (1-14)			
Automatic Passenger Counters (APC) – Optional			
Interactive Voice Response (IVR) – Optional			
Bus Stop Surveys (geo-coding) – Optional			
Fleet / Installation Sign-off			
PIN (signage, mobile apps web site)			
30-Day Acceptance Test			
Training			
Reports			
System Documentation			
System Acceptance			
		Totals:	

10% retainage per milestone

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL DATE

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

EXHIBIT C

Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Consultant and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant, 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. COMPREHENSIVE GENERAL LIABILITY
   $1,000,000 Each Occurrence
   $2,000,000 Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY
   $1,000,000 Each Occurrence
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Consultant; whichever is greater.

Consultant 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.).

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

(a) Additional Named Insured Endorsement
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) 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.

(b) Primary and Non-Contributory Insurance Endorsement
Additional insurance coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

Insurance Requirements for Consultant (continued)

(c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Consultant shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(d) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.

(e) 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.

(f) 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 West Pine St., Lodi, CA 95240.

(g) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.

(h) Failure to Comply
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Consultant of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Consultant shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Consultant fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Consultant shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(i) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Consultant's employees employed at the site of the project and, if any work is sublet, Consultant 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 Consultant. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Consultant shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

Exhibit D – Supplemental Terms and Conditions

Section 1.0 Acknowledgement

CONTRACTOR acknowledges, warrants and represents that it has thoroughly investigated the Scope of Services to be provided by CONTRACTOR and has examined all relevant documents and reports, has visited and examined the delivery routes and installation sites for equipment and materials which it has agreed to supply herein, and is familiar with local conditions which may affect its manufacture and delivery of said equipment.

Section 1.1 Time for Completion of Work

CONTRACTOR shall perform all services diligently and complete this Project within six (6) months after a Notice to Proceed. Completion shall mean formal written acceptance by CITY.

Final Acceptance for the Full System Deployment ("Final Acceptance") will be granted after thirty (30) calendar days of continuous achievement of the acceptance metrics and error-free production operation of the System from the System Go-Live date.

Section 1.2 Staffing

CONTRACTOR agrees and designates the following Project team members as "Key Personnel":

Name them here: _____

_____

_____

_____

CONTRACTOR agrees that said Key Personnel will be able to dedicate 100% of their time to the Project, as needed, for the successful and timely completion of the Project.

Section 1.3 Subcontracts

CONTRACTOR agrees to use the following SUBCONTRACTOR as identified and specified herein:

If any, listed here: _____

_____

_____

_____

Section 1.4 Implementation and Integration of Services

CONTRACTOR will coordinate all activities, including but not limited to implementation and integration services, inspection, field testing of equipment, monitoring and reporting CONTRACTOR's progress with and to the CITY. CONTRACTOR will cooperate with and advise the CITY of CONTRACTOR's progress and timing schedules for the Project and shall provide the CITY access to CONTRACTOR's equipment and facilities for the CITY's inspection of this Project. The CITY shall have the authority to cause CONTRACTOR's work to be stopped if such work is not in accordance with the Agreement Documents. The CITY shall designate a representative ("CITY Representative") who shall have authority to take all actions on behalf of the CITY. CONTRACTOR shall direct all notices and other correspondence to the CITY Representative. Any notices or approvals from the CITY that are not sent by the CITY Representative shall be subsequently confirmed by the CITY Representative.

Section 1.5 Labor and Materials

CONTRACTOR shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility related to construction, implementation and integration services, and transportation services required to complete the Project.

Section 1.6 Component Price Protection

CONTRACTOR shall guarantee price protection for three (3) years after Final Acceptance of the Project as specified in the Price Summary attached hereto and incorporated herein by reference as Exhibit _____. Price Protection represents a do-not-exceed amount as prices for products and components may be reduced during the three (3) year period. The Price Protection excludes products and components supplied by third parties.

Section 1.7 Quality

All materials furnished by the CONTRACTOR shall be new and of the agreed quality for their particular use hereunder and shall be in accordance with the Agreement Documents. Work shall be performed by skilled workers fully qualified for their trade, and shall be subject to the approval of the CITY. Such approval shall not be unreasonably withheld or delayed.

Section 1.8 Progress

CONTRACTOR shall comply with all orders of the CITY in regard to maintaining adequate progress, but neither the making of such demands nor the failure of the CITY to make such demands shall relieve the CONTRACTOR of his obligation to secure the quality of equipment and / or performance of work and completion of work as required in the Agreement Documents, and the CONTRACTOR alone will be responsible for the safety, efficiency, and adequacy of his plant, equipment, appliances, and methods used in completing the Project and

for any direct damage which may result from their failure or their improper construction, installation, maintenance, or operation of the Project.

Section 1.9 Site Security

CONTRACTOR shall comply with all the CITY requests regarding site security and access requirements.

Section 1.10 Professional Responsibility

Notwithstanding any other provision in this Agreement, the review and / or approval by the CITY, or any of its City Council Members, officers, employees or agents, of any technical specifications, design documents and all other work products or project communications prepared by CONTRACTOR or any of its SUBCONTRACTOR's, or of any acts or failures to act by CONTRACTOR or any of its SUBCONTRACTOR's, shall not relieve CONTRACTOR or any of its SUBCONTRACTORs of any professional responsibility for the services performed

Section 1.11 Laws, Ordinances and / or Regulations

CONTRACTOR shall keep himself informed of all applicable laws, ordinances and regulations in any manner affecting those engaged or employed on the Project, or the materials used in the Project, or affecting the conduct of the Project and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Project. If any discrepancy or inconsistency should be discovered in this Agreement or the Agreement Documents, or in the specifications, or drawings relating thereto, CONTRACTOR shall forthwith report the same, in writing to the CITY. CONTRACTOR shall at all times observe and comply with any and all such laws, ordinances, and regulations.

Section 1.12 Quantity and Quality

CONTRACTOR agrees to deliver goods and services of the kind and quality specified and in the quantities specified.

Section 1.13 Option of Obtaining Services Outside of Contract

The CITY reserves the right to contract separately for other services within the scope of this project if in the best interest of the CITY, and may request such services to billed and paid directly through the CONTRACTOR without markup (pass through).

Section 1.14 Taxes

CONTRACTOR is responsible for paying, when due, all income taxes, including estimated taxes, incurred as result of the compensation paid by the CITY to CONTRACTOR for services under this Agreement. CONTRACTOR shall also pay applicable California sales and use taxes. If CONTRACTOR is not sales tax qualified, then the CITY will deduct said sales and

use taxes from the Agreement Price and pay directly to the State of California. Upon request, CONTRACTOR will provide the CITY with proof of timely payments made herein. CONTRACTOR agrees to indemnify the CITY for claims, costs, losses, fees, penalties, interest or damages suffered by the CITY resulting from CONTRACTOR's failure to comply.

Section 1.15 Intellectual Property Rights

CONTRACTOR agrees to communicate promptly to the CITY full particulars with respect to any and all ideas and solutions (whether or not patentable) conceived in connection with work performed during the Project. Such ideas and solutions shall become the property of the CITY and CONTRACTOR agrees to assign to the CITY, upon the CITY's request, all of its rights, title and interest in such property. This includes any and all patents and applications for patents based on these ideas and solutions.

Section 1.16 Patents

CONTRACTOR shall pay all royalties and license fees attributable to the use of goods, materials, equipment or processes used to perform its obligations hereunder. CONTRACTOR agrees to indemnify the CITY for claims, costs, losses, fees, penalties, interest or damages suffered by the CITY resulting from CONTRACTOR's failure to comply.

Section 1.17 Ownership of Work Product

CONTRACTOR agrees that all designs, plans, reports, specifications, drawings, processes, and other information or items produced by CONTRACTOR while performing services under this Agreement will be assigned to the CITY as the sole and exclusive property of the CITY and the CITY's assignees, nominees, and successors. This includes all data (routes, latitudes / longitudes, stop locations, bus schedules, operator bids, etc.), reports, technical specifications, design documents, custom software source and compiled code, user manuals, technical reports and studies, and any other documents, materials, data and products ("Work Products") prepared or assembled by CONTRACTOR or obtained from others ("SUBCONTRACTORs") by CONTRACTOR in connection with the services under this Agreement. The Work Products shall be the property of the CITY and copies shall be delivered to the CITY promptly upon the completion of the work or upon an earlier termination of this Agreement. CONTRACTOR shall be responsible for the preservation of any and all Work Products prior to transmittal to the CITY; and CONTRACTOR shall replace any such Work

Products as are lost, destroyed or damaged while in its possession without additional cost to the CITY.

Section 1.18 Software / Database License

CONTRACTOR shall obtain and maintain all intellectual property licenses which may be necessary to carry out and perform this Agreement. CONTRACTOR may propose and procure one or more software products, including the (Product Name) application and supportable databases to fully meet the system implementation and integration requirements of the Project. CONTRACTOR agrees to indemnify the CITY for claims, costs, losses, fees, penalties, interest or damages suffered by the CITY resulting from CONTRACTOR's failure to obtain or maintain necessary licenses.

CONTRACTOR acknowledges, warrants and represents that it has the right to use, copy, reproduce, or display any intellectual property, including, but not limited, to patents, copyrights, trademarks, or trade secrets, which may be used to execute the terms of this Agreement, and that such rights are assignable to the CITY. On or before the delivery date, CONTRACTOR shall assign the license rights of relevant intellectual property to the CITY and deliver a correct number of complete copies of software to the applicable installation site or any other locations established by the parties.

Section 1.19 In–Sourcing

As a way to further protect the CITY, upon the CITY's written notice and during the Agreement period, the CONTRACTOR shall furnish transition services from the Hosting provider to the CITY. The purpose of this In-sourcing (Path-Back) is to give the CITY the ability and the means to transition the Hosted services back to the CITY or to another Hosting provider. This includes, but is not limited to, software, databases, processes, services, hardware, communications, and data and records.

Section 1.20 Risk of Loss

CONTRACTOR shall bear the risk of loss or injury or damage to its work until such time as the CITY has, by written formal acceptance, accepted said work. For the purposes of this section, the work does not include any existing property of the CITY, unless said existing property is modified by the Project. The CITY's acceptance shall occur when the Project has successfully tested and complies with the requirements contained in the Scope of Services. During the time period which CONTRACTOR must bear the risk of loss, CONTRACTOR shall rebuild, repair, restore, and replace and make good all injuries or damage to such work, and shall bear the expenses thereof, except for such injuries or damages as are occasioned by acts

of the federal government or public entity, and only to the extent of five percent (5%) of the Agreement amount where such injuries or damages are proximately caused by an act of God within the meaning of California Public Contract Code Section 7105.

Section 1.21 Prevailing Wage

If required by applicable state law, including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing Wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSI/UPWD.

Section 1.22 Liquidated Damages

Time is of the essence in this Agreement. It is agreed by the parties to this Agreement that in case all construction / services called for under the Agreement Documents are not completed within six (6) months after the initial Notice to Proceed, as extended by delays approved in accordance with this Agreement and the Scope of Services, damages will be sustained by the CITY and that it is, and will be, impracticable or extremely difficult to ascertain and determine the actual damages, the CITY will sustain in the event of, and by reason of such delay. It is, therefore, agreed that such damages shall be presumed to be the amount referenced in the Request for Proposal or One Hundred dollars ($100.00) per day per bus. The CITY may waive damages, if CONTRACTOR can demonstrate conditions which caused unavoidable delay to complete project within six (6) months, to the extent such damages may be waived under the Agreement Documents.

Section 1.23 Warranty

A. Software Warranty: CONTRACTOR warrants to the CITY that the components, software and services furnished by it and / or used by it shall be free from defects in material, workmanship, and design under normal uses and services for a period of twelve (12) months from date of Final Acceptance. Nothing contained in this Agreement, is intended to affect or limit the CITY's ability to pursue the manufacturer for any breach of warranty for goods and products distributed to the CITY by CONTRACTOR and / or used by CONTRACTOR in the fabrication of the equipment for the CITY described in the Agreement Documents.

B. Implementation / Component Warranty: As prime CONTRACTOR for the ITS System to be furnished under this Agreement, CONTRACTOR shall function as the first line of support for such implementation during the twelve (12) month warranty period following Final Acceptance, as well as the four ensuing years identified in the Agreement Documents. CONTRACTOR shall provide the CITY with a telephone number to report problems twenty-four (24) hours per day, seven (7) days per week. If the problem as characterized by the CITY is sufficiently severe that the System is wholly or substantially inoperable, CONTRACTOR shall respond to notice of the problem within four (4) hours of notification. Such response shall be made by a knowledgeable technician familiar with the System and, at a minimum, shall acknowledge receipt of the CITY's notification and inform the CITY of the steps CONTRACTOR intends to take to resolve problem.

DoubleMAP

RFP: Intelligent Transportation System

The City of Lodi Transit, California

DoubleMap
429 N. Pennsylvania Street
Suite 401
Indianapolis, IN 46204

DoubleMAP
www.DoubleMap.com

DoubleMAP

Transmittal Letter

A cover letter should contain a brief summary of the PROPOSER team, its experience, the Proposal content, the name, title, phone number, e-mail address and physical address of the team contact. The transmittal letter shall also acknowledge the PROPOSER's receipt of any RFP addenda. The cover letter must include a statement that the price in the Proposal was arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to the Proposal with any other PROPOSER, competitor, or public officer. PROPOSER must acknowledge that prices are firm for a period of 180 days. The cover letter shall be signed by the person authorized to negotiate an Agreement for proposed services with the CITY on behalf of the submitting PROPOSER.

Thank you for evaluating DoubleMap's submission! DoubleMap is fortunate to provide a response to The City of Lodi ("The CITY") Intelligent Transportation System RFP, and recognizes that significant time was taken on the scope of this RFP. Our proposal strives to reflect why a unique firm like DoubleMap, is the best asset to accomplish your goals.

DoubleMap is a partner-owned was founded by several former Google Engineers who saw an opportunity within the ITS (Intelligent Transportation System) industry – large players with rigid software from the late '80s and early '90s, who now face difficulty in modifying their solutions. Many do not provide information in the context of the modern rider – smartphones, up-to-the-second information, real-time bus movements. These vendors focused on antiquated, costly hardware, which cannot scale to an agency's future needs without a large overhaul. These groups often chase the largest clients and cannot provide customization or above-and-beyond support, since mid-sized agencies are seen as one of many unimportant, smaller clients.

Newer firms innovated the ITS space, but still struggled with real-time changes (routes, detours), which result in queues and downtime. Among the newer entrants to the ITS space, this is where DoubleMap has innovated (and continues to do so). DoubleMap is designed to use cutting-edge hardware, while focusing greatly on administrative ease-of-use, and rider-based applications. DoubleMap's ability to provide leading transit software, while simultaneously limiting hardware and data costs, are the pillars of its success versus incumbents. DoubleMap is built on four key pillars, which are detailed below:

- **Excellent Support:** Clients have a dedicated DoubleMap lead with a direct line for questions
- **Cost-Effective Solutions:** The DoubleMap architecture is able to stay lean, yet scalable which allows agencies to afford ITS solutions that could not otherwise fit into grant allocations
- **Client Protection**: DoubleMap is protected against ArrivalStar GPS patent lawsuits, which have cost agencies millions of dollars in legal fees over the past 2-3 years. This patent trolling company has targeted agencies of all sizes, but DoubleMap is able to offer full patent protection.
- **Consistent Innovation:** DoubleMap offers rider-facing tools such as smartphone applications with real-time bus movements, but also offers the ability to connect to multiple in-vehicle systems. These integrations link voice annunciation, fare collection, passenger counting, destination signage, cameras, and passenger wi-fi into DoubleMap's CAD/AVL system.

It is important to evaluate each vendor on these four pillars, as well as considering their ability to adapt with your changing environment as you plan into the future. Most vendors offer solutions that adequately meet the scope of this RFP, but how have they performed at other client locations once they have been selected? On multiple occasions, DoubleMap has been selected to replace systems provided by its competitors as a result of their inability to deliver on promised features, or their inability to interface with necessary in-vehicle components. Within the last year, DoubleMap has replaced systems by multiple competing vendors, including Transloc and Nextbus.

One of DoubleMap's key areas of focus involves public transit agency compliance with the regulations put forth in the 1990 Americans with Disabilities Act (ADA). According to the Americans with Disabilities Act guidelines under Section 37, every public transportation system in the United States must provide voice announcements on all vehicles used to transport any individuals. Compliance with these standards has recently become a major area of focus for many public transit agencies, as the United States Department of Justice and the Federal Transit Administration have cited agencies for not providing voice announcements for routes and stops.

Fortunately for our clients, DoubleMap is able to provide a module that completely automates the voice announcements process. DoubleMap's Automatic Stop Announcement system (ASA) module ties in directly with all CAD/AVL features with minimal hardware additions. Not only does DoubleMap's ASA module tie directly into our CAD/AVL module, but it also eliminates the need for drivers to announce stops and routes themselves. One of the key components of DoubleMap's ASA module is the fact that we use a digitized voice synthesizer, which allows an agency to have the most exact phonetic pronunciation of the voice announcements. DoubleMap's digitized voice synthesizer essentially eliminates the problem of having to record new and existing stop and route announcements.

Furthermore, it is important to note that the Automatic Stop Announcement system (ASA) module is an addition that can be implemented at a later date. DoubleMap is able to cater to our clients' needs, and if going with Automatic Stop Announcements (ASA) at a later date is more feasible for an agency, then we are more than happy and able to do so. Additionally, we're working on new generation and mobile payment solutions. As your system's goals and sophistication advances, DoubleMap will be the right transit partner.

DoubleMap is an industry leader in providing Automated Passenger Counting (APC) integrations into a robust CAD/AVL system. One of the most important features of an APC and CAD/AVL integrated system involves the degree and overall amount of reporting a vendor is able to provide a client. In an effort to supply the most accurate and useful passenger counting analytics, all of DoubleMap's reports are NTD and FTA certified, and DoubleMap prides itself on delivering the most accurate and robust reporting and data analytics on the market. Additionally, DoubleMap's APC and CAD/AVL integrated system provides various reporting tools for administrators, such as passenger counting and ridership reports. One of the

DoubleMAP

most important aspects regarding the DoubleMap reporting module revolves around client customization. DoubleMap is able to create customized reports based upon any agency's transportation needs. DoubleMap's goal is to aid in developing an agency's ideal transit scenario, in any way possible.

As a result of DoubleMap's dedicated team and experience with public transit agencies, DoubleMap is able to provide an efficient and seamless installation and integration of all offered services. DoubleMap provides the most timely installations in the industry, delivering a working product often within a month's time of a signed contract. Additionally, DoubleMap provides each and every client with a dedicated client representative to aid throughout the installation and implementation process.

DoubleMap's ability to deliver on promises gave our clients confidence in replacing existing implementations, but it has been our innovative drive that has amassed over 85 clients on three separate continents - all within the past six years. We recognized that each client has unique needs, so DoubleMap has been built with flexibility in mind. Each module DoubleMap offers is interchangeable, so clients can select modules a-la-carte to fit their needs as opposed to a one-size-fits-all system. This flexibility has resulted in a client mix ranging from fortune 500 companies like Walt Disney Studios, to municipalities like Como Connect in Missouri, and Universities like Georgetown and Michigan. These client successes, as well as client trust in us to deliver where others have stumbled, offer a track record of excellence that can be expected if DoubleMap is selected as a partner.

Sincerely,

Ilya Rekhter
CEO, DoubleMap Inc.

DoubleMAP

Transmittal Letter
CAD/AVL Solution
Passenger Information Network
Integrations
8.0 Fixed Route Functional Requirements
8.1 Single Sign-On / Component Integration
Mobile Data Terminal
Vehicle Logic Unit
8.2 Automatic Vehicle Location (AVL)
Real-Time Schedule Adherence (On-Time Performance) Monitoring
On-Time Performance Report
Headway Analysis
8.2.1 GPS Receiver
GPS Receiver Requirements
GPS Information
Position Accuracy
Location Refresh Rates
GPS Antenna
GPS Hardware Requirements
8.2.2 Vehicle Logic Unit (VLU)
AVL Location Data
GPS Integration
Onboard Equipment Integration
Additional Input/Outputs
Most Recent Locations
8.2.3 Mobile Data Terminal (MDT)
8.2.4 Covert Alarm
8.3 Computer Aided Dispatch (CAD) Functions
Operator and Vehicle Information
Vehicle Locations
Route Schedules
Calendar View
Route View
Schedule Adherence
8.3.1 General Requirements
Comprehensive Map Locations
Import of AVL Map
Estimated Time of Arrival

8.3.2 Reference Information Displays
Zoom In/Out
Route and Street Names
Vehicle Status Information
Schedule Status
Route Status
Vehicle Type
Non-Scheduled Vehicles
Logged-Off Vehicles
Operator Name
Direction of Travel
ETA
Schedule Information
Two-way Capabilities
Additional Services
Temporary Change of Times
8.3.3 Vehicle Status
8.3.4 Service Performance
Off-Route / Schedule Monitoring
Late Pull Out's / In's
Schedule Adherence Monitoring
Schedule Adherence Calculations
Project Recovery Times
8.3.5 Turn-Back Monitoring
New Location Adjustments
Continuation of Monitoring
9.0 Optional Requirements
9.1 Automatic Passenger Counters (APC)
Digital Passenger Count (DPC)
Separate Passenger Counting
Accuracy Detection
Multiple Entry Doors
Doorway Detection
Data Compilation and Integration
Time-stamped Data
9.2 Interactive Voice Response (IVR) System
Next Arrival Predictions
Arrival Information
Voice Prompts
Spanish Language

DoubleMAP

9.3 Bus Stop Surveys
10.0 Architectural Requirements
10.1 Hosted / Managed Services
10.2 Information Technology Architecture
10.2.1 Ownership of Data
Standard Data Retention
Operational Data Ownership
10.2.2 Scheduled Maintenance
10.2.3 Continuity of Services
11. Additional Requirements
11.1 Reports
Bus History Module
Route History Module
Canned Reports
NTD Reports
Schedule Adherence Report
Average Arrival Times Report
Detailed Trip Log Report
Passenger Miles Travelled Report
Mileage Report
Shift Report
Exception Report
Performance Report
Additional Customized Reports
11.2 Training
Fixed Route Supervisor Training
In-Vehicle Hardware Overview and Best Practices
Data Mining & Analysis Training
System Administration Training
Real-Time Passenger Information System Training
Vehicle Operator Instruction
Training Materials and Manuals
11.2.1 Training Plan
Training Plan Details
Overall Description
Duration of Courses
Training Delivery Schedule
Purpose of Each Class
Attendees
Duration of Classes

Training Materials and Guides
Facility / Equipment Requirements
Training Assumptions
11.2.2 Supplemental Training
11.3 Testing
Witness Tests and Inspections
Test Records
Additional Testing
11.3.1 30-Day Rolling Operational Test
Functionality Tests
Hardware Testing
Software Testing
On-Board Functions
Interface Testing
System Response Times
System Stability
Intended Stability of Systems Testing
11.4 Documentation
Maintenance Service Manual
11.5 Design / Implementation
11.5.1 Work Standards and Requirements
11.5.2 Installation
Third Party Suppliers
Coordination of Vehicle Work
11.5.3 Equipment Removal, Relocation and Restoration Plan
11.5.4 Obsolescence
11.5.5 Environmental
11.5.6 System Scalability
11.6 Project Management
Project Manager Designation
11.6.1 CITY Participation
11.6.2 Project Staffing
Ilya Rekhter – Lead Project Manager
Eric Jiang – Director of Product Development
Reid Young – Project Operations and Lead On-site Installation/Training Director
Dan Leathers – On-Site Operations, Installation
11.6.3 Project Plan
11.6.4 Weekly Status Reports
11.6.5 Deliverables
Project Plan

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System Design Document
Test Plan / Procedures / Acceptance Criteria
Training Plan / Materials
Maintenance Manuals
Quality Assurance Plan
Final Acceptance Test
11.6.6 Quality Assurance Plan
11.7 Warranty / Maintenance
11.7.1 Installation Warranty
System Upgrades
11.7.2 "Fingertip" Diagnostics
11.7.3 Maintainability
Replaceable and Repairable Components
Interchangeable Components
Replacement Compatibility
11.7.4 Service Level Agreement (SLA)
11.7.5 Out Year Costs (Optional)
11.8 Spare Components
11.9 Component Price Protection
11.10 Schedule Requirements
Exhibit F - Requirements Acknowledgement Table
Exhibit G - Price Summary Tables
Exhibit I - References
Reference 1
Reference 2
Reference 3

DoubleMAP

Executive Summary

Include a 2-4 page overview of the entire Proposal describing the most important elements of the PROPOSER's solutions and project approach.

DoubleMap has a plethora of system functions to offer the CITY for a cost-effective GPS/AVL System solution. DoubleMap has been built with flexibility in mind, allowing DoubleMap to offer individualized, custom-built systems, as opposed to other, larger systems that are one-size-fits-all. DoubleMap has installed in over 80 locations, across three continents - and each system is custom-tailored to the clients' needs. This flexibility has resulted in a client mix ranging from Fortune 500 companies like Walt Disney Studios to municipalities like Como Connect in Missouri and Bloomington Transit, in Indiana. DoubleMap's commitment to clients has resulted in DoubleMap **never losing a client**.

CAD/AVL Solution

DoubleMap is well-versed in providing the exact type of solution that the CITY is requesting. DoubleMap is able to provide a fully commercial, off-the-shelf ITS solution for the CITY that is capable of tracking the system's buses accurately and with precision. DoubleMap is able to provide extremely accurate vehicle tracking for both the public and administrative-facing side of the system. Administrators are able to do everything from set-up personalized alerts for their specific username, to tracking only buses that they want to track. DoubleMap is able to offer innovative training, and unmatched flexibility. For administrators, the platform has been designed to work on any office computer and display seamless vehicle locations on a map interface in real-time. The dashboard allows for unlimited users (licenses), unlimited edits/changes, and unlimited route/stop additions. Among many of the mapping features offered by DoubleMap, are the geo-fencing capabilities as well as our pioneered *Visual Route and Stop Creator,* which allows for point-and-click route and stop editing.

Passenger Information Network

The DoubleMap solution is built around an industry-best smartphone application - which DoubleMap has included as part of the overall Passenger Information Network. This smartphone application allows riders to really see where the vehicle is in real-time due to the 1-2 second update rate of the system. Riders are able to create Rider Alerts that notify them when their specific bus is close, as well as see real-time ETAs for every stop on every route of their system.

DoubleMap's system is built on the cloud, allowing for instant data retrieval and storage. Most importantly for the CITY, this cloud-basis allows for unmatched flexibility and a system that is built on a cross-platform schematic. Riders are able to see the same items on their smartphone as they are on the DoubleMap-integrated website, and can easily hop back and forth. The system is even built to remember their preferred routes and stops, and will reload with these routes and stops automatically selected. Additionally, riders never have to manually update or refresh the website or mobile apps - the system automatically refreshes.

Integrations

Since DoubleMap is built on a cross-platform approach, the overall system can integrate with nearly every piece of existing transit software. DoubleMap has the capability of integrating with all existing items on vehicles, and DoubleMap has a strong partner relationship with nearly every vendor in the transit space. DoubleMap is able to integrate with security cameras and surveillance systems (AngelTrax, SafetyVision), fareboxes (Genfare), Automatic Passenger Counters (DILAX, UTA), Automated Voice Annunciation/IVR (proprietary), on-vehicle signage and transit center screens (Twinvision/Luminator), and more. DoubleMap is often able to push software updates/addons, such as IVR or ASA, over one weekend due to the cloud-based nature of the system. DoubleMap is committed to building a strong, lasting relationship with each client - DoubleMap has never lost a client, and clients have any wants and desires built out or furnished upon request. DoubleMap is even able to build out custom integrations for clients, if the CITY is interested.

DoubleMAP

8.0 Fixed Route Functional Requirements

8.1 Single Sign-On / Component Integration

The CITY requires that the PROPOSER utilize the GFI GenFare Odyssey as the single point for Coach Operators logging onto all integrated components / Systems and should follow the SAE J1587 / J1708 / J1939, etc. communication protocol. These include, (in addition to the GFI), but are not limited to, the PROPOSER's Vehicle Logic Unit (VLU), Vehicle Destination Signs, Automatic Stop Annunciation (ASA), and interior PA system. PROPOSER shall provide a description of how they plan on integrating with the required on-board components listed above and presented in Section 7.1, Current Fleet Inventory.

DoubleMap's system has pioneered the ability to integrate multiple hardware components (existing and new) into a system that provides user-friendly administrative tools along with cutting-edge public interfaces (single log-on/off, real-time web, smartphone, touchscreen, etc).

DoubleMap is able to readily interface to a wide variety of on-board devices manufactured by various suppliers as a crucial element in providing facilities and services required to meet future regulatory and service demands. To help meet these demands, all vehicle-based equipment support industry standard interfaces and protocols, and integrate through DoubleMap's touchscreen mobile data terminal (MDT) and vehicle logic unit (VLU).

DoubleMap has successfully used its MDT + VLU solution to integrate with the following in-vehicle components:

1) Camera System (ex: AngelTrax)
2) Fareboxes (ex: GFI Genfare)
3) In-Vehicle Signage (ex: Luminator)
4) Destination Signs (ex: Luminator/Twinvision)
5) Vehicle Diagnostics via OBDII
6) Automatic Passenger Counters (ex: UTA)
7) Automated voice annunciation systems (DoubleMap has a proprietary system)

DoubleMap's MDT + VLU solution has been able to integrate with such a wide variety of in-vehicle components through the use of the following protocols: J1708, J1939, OBDII, Bluetooth, WiFi, and audio output port.

Mobile Data Terminal

DoubleMap's primary piece of hardware, the Mobile Data Terminal (MDT) is utilized in each vehicle. Each component in DoubleMap's MTD offering has been used in hundreds of transit agencies, and comes

from manufacturers who have been operating for 30+ years. Each MDT is ruggedized, with a protective case attached to the mount. Below is a simple overview of the technical specifications in the MDT:

CPU	TI-OMAP 4430 Dual-core 1Ghz
MEMORY	Up to 32 GB Flash with Micro SD socket 1GB Ram
WIRELESS	GPS - A-GPS support and GLONASS Wi-Fi - 802.11 b/g/n, Wi-Fi Direct, Wi-Fi hotspot Cellular • LTE/CDMA/EVDO • LTE/UMTS/HSPA+ • LTE/GSM/GPRS
INTERFACE	USB 2.0 Host Bluetooth 3.0 with A2DP, HS Audio 3.5mm Jack Display 7.0 inch PLS LCD capacitive touchscreen 600x1024
INTEGRATIONS	Automated Voice Annunciation via 3.5mm jack with proprietary cabling Internal Signage via proprietary J1708 to Bluetooth adapter Automatic Passenger Counting via Bluetooth connection Digital Passenger Counting via integrated touchscreen
POWER SUPPLY	12 VDC with transient protection
POWER CONSUMPTION	5W Typical
OS SUPPORT	Android OS v4.2.2. (Jelly Bean)
DIMENSIONS	7.63 x 4.82 x 0.41 in
OPERATING TEMPERATURE	-40°C - 85°C
BATTERY	Non-removable Li-ion 4000 mAh battery

Vehicle Logic Unit

DoubleMap is able to provide an industrial-grade vehicle logic unit (VLU) as an optional add-on module in order to expand in-vehicle functionality. DoubleMap's VLU solution is able to provide a robust hardware solution that is both durable in a transit environment and innovative in order to provide expandable ports for the optional integrations that may come down the road. Additionally, the hardware utilized in DoubleMap's VLU's has been rigorously tested and is currently installed at numerous transit agencies ranging in size from Columbia Transit in Missouri to large-scale implementations at Massachusetts Bay Transit Authority (MBTA).

The VLU is able to fully integrate with all existing systems and is also able to serve as the central hub for the following optional integrations throughout this proposal: mobile data terminal (MDT) via Wifi tether, automated voice annunciation system (AVA), smart trip card reader, prepaid ticket scanner, automatic passenger counters (APC) via either J1708 or RS232, Farebox integration via J1708, Camera integration via J1708, and Vehicle Health Monitoring (VHM) via CANBus.

DoubleMAP

VLU specifications:

CPU	Intel Atom Z510P, 1.1GHz
MEMORY	Up to 32 GB Flash with Compact Flash socket 512MB DRAM SODIMM (Support up to 2 GB DRAM)
WIRELESS	GPS - 50 channel receiver Wi-Fi - 802.11 a/b/g/n - Access Point & Client Cellular • Telit HE910 (UMTS/HSPA+) • Telit DE910 (CDMA/EvDO) • Telit GE910 (2G GSM/GPRS) 802.15.4 / Zigbee Support for Zigbee Pro Stack & NXP JenNet networking
INTERFACE	**USB** 4x USB 2.0 ports **Ethernet** 2x Gigabit Ethernet ports **Serial** 2x RS232/RS485/RS422 2x RS232/TTL (optional) **CAN** 2x CANBus **Display** 1x VGA **Inputs** 4x Isolated Digital Input 2x Analog Inputs Outputs 2x Isolated Digital Outputs
ROUTING	Static Routes DHCP DNS Client Firewalling Security AES, 3DES, SSH, IPsec NAT (Network Address Translation) Terminal Server & Client Port Forwarding
POWER SUPPLY	9 to 36 VDC (Nominal 12) with transient protection
POWER CONSUMPTION	8 W Typical
OS SUPPORT	Wind River Linux
ESF READY	Yes
EDC READY	Yes
DIMENSIONS	188 x 130 x 42.5 mm (L x W x H) w/o mounting brackets
OPERATING TEMPERATURE	Extended Temp -20°C to 60°C Industrial Temp -40°C to 85°C (options)
STORAGE TEMPERATURE	-40°C to +85°C
HUMIDITY	95% relative humidity at +45°C non condensing
COMPLIANCE	CE, FCC, MIL810F, UL Equivalent

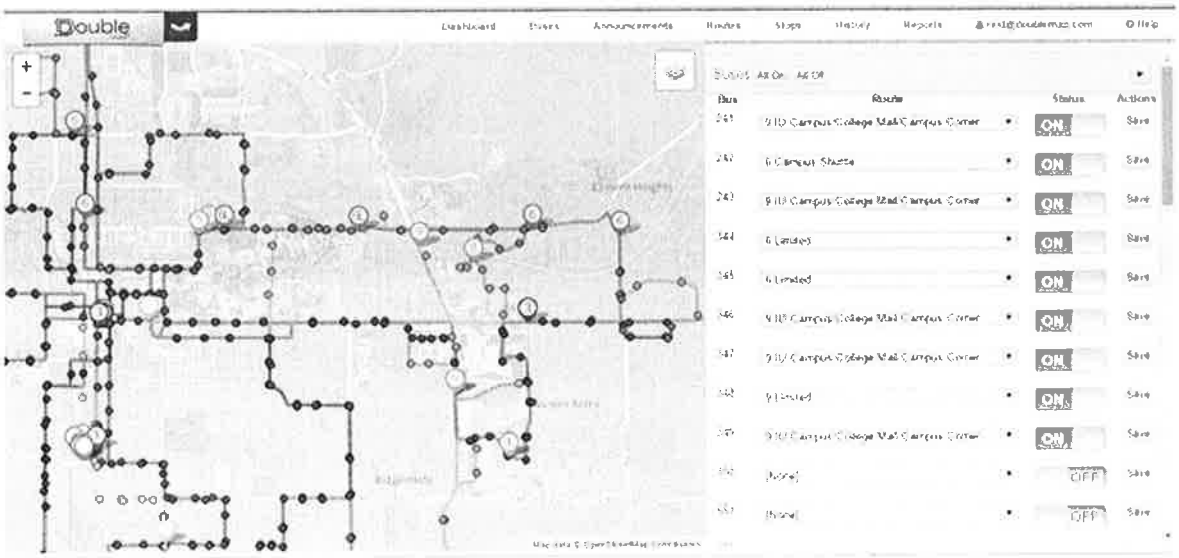
DoubleMap's high level of integration and functionality are achieved by unifying multiple administrative modules into a single database structure. In layman's terms, this allows administrators to make a change in one place for multiple modules (i.e. a new stop, route detour, etc). DoubleMap then joins this content with a visual mapping platform that utilizes either Google Maps or MapBox for unprecedented levels of accuracy and customization. DoubleMap has taken a similar integration approach to in-vehicle hardware in order to create a vehicle area network (VAN) for streamlining additional hardware modules across platforms.

DoubleMAP

8.2 Automatic Vehicle Location (AVL)

The System shall include a Global Positioning System (GPS) based Automatic Vehicle Location (AVL) function. All vehicle movement on AVL maps and displays shall be based upon actual vehicle location reports and shall not be simulated.

DoubleMap is able to comply with these requirements. DoubleMap is pleased to offer an industry-leading 1-2 second refresh rate, as well as full GIS data import abilities. The DoubleMap system is able to show both buses that are assigned and not assigned. Each route has its own color, as well. An example of the DoubleMap Administrative Dashboard is included below:



Real-Time Schedule Adherence (On-Time Performance) Monitoring

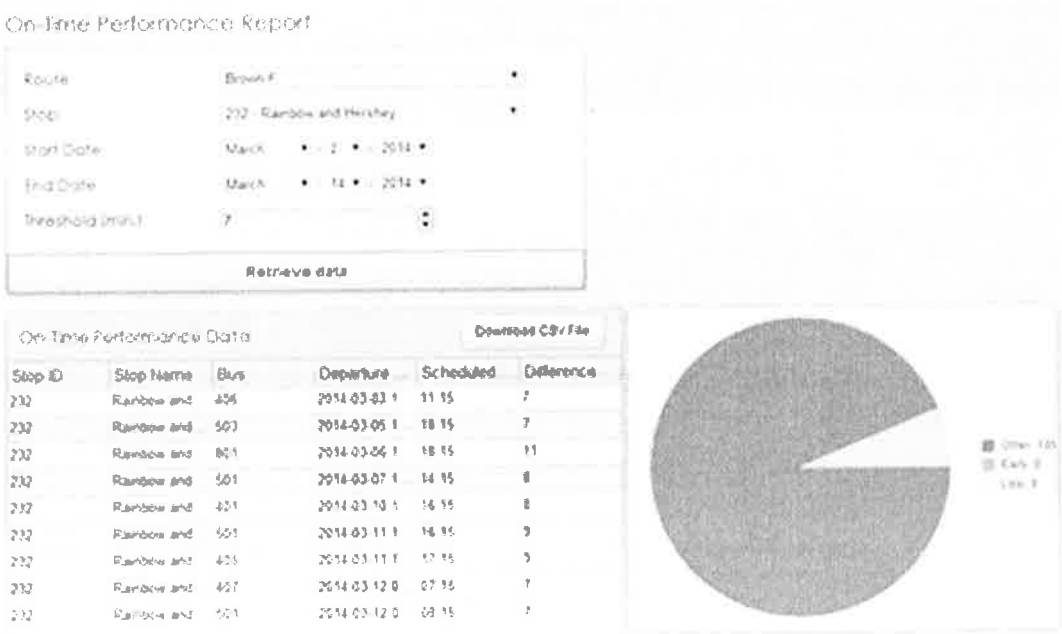
The AVL implementation shall provide Dispatchers with accurate and timely position data as well as schedule and route adherence data with the goal of minimizing the use of radio communications for the transmission of vehicle location data.

DoubleMap is able to comply with these requirements and offers a reporting module that provides an extensive collection of management dashboard reports and is able to provide transit information in addition to other management reports (detailed below). All reports are accessible through a web browser interface for viewing and accessing historical information in the internal database. The reports allow managers to gain greater insight and control over their plans, schedules and communications. For each report, the system presents a web page so that agency staff can access the system remotely.

DoubleMap reports will enable managers to improve a number of performance factors, including schedule adherence and headway management. For instance, schedule adherence reports will allow managers to maximize on-time performance, and provide the ability to drill down through multiple layers of data to get at the root cause of scheduling problems. Administrators can also look for patterns over a period of time or performance at a specific time. These tools are helpful for improving existing routes as well as planning future routes. DoubleMap has additionally included information on one such report, the On-Time Performance Report:

On-Time Performance Report

DoubleMap's On-Time Performance Report provides an interactive schedule adherence platform that utilizes real-time AVL information to relate overall system performance and schedule on-time adherence. The on-time performance tool is capable of producing reports based on full route or by individual stop/vehicle on the selected route or for the full fleet. This tool then allows administrators to select a date range and on-time threshold.



DoubleMAP

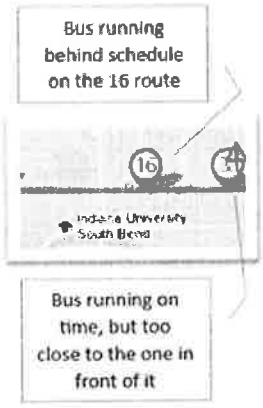
Headway Analysis

DoubleMap provides two types of headway reports: a standard table-style report and a visual real-time report. The standard table-style report will allow administrators to quickly access average headway between vehicles by route, date, and time of day. A sample of the report can be seen below.

Route	Direction	Avg Headway	Min Headway	Max Headway	Std Dev	Sample Count
A	To Stadium	0:30:09	0:24:05	1:01:06	4.02	184
A	To College Mall	0:28:53	0:23:10	0:37:20	3.62	234

The DoubleMap report for headway analysis stores data in real-time, which allows administrators to visually see bunching information as it happens. The visual headway report provides a powerful tool, which will help administrators avoid bunching problems before they occur.

The visual headway tool displays a warning sign on buses that are running too close (distance is user configurable for IND customization) to one another. An example of the alert can be seen to the right.



8.2.1 GPS Receiver

The System shall include a Differential Global Positioning System (GPS). The PROPOSER shall install a GPS receiver and antenna on each vehicle to provide location data to the AVL System. The PROPOSER shall state the specified accuracy of the GPS receiver in the Proposal.

DoubleMap is able to comply with these requirements. DoubleMap's GPS receiver is built into the DoubleMap Mobile Data Terminal. Please refer to the *Mobile Data Terminal* section, above, for more information.

GPS Receiver Requirements

The following GPS receiver requirements apply to Fixed-Route and support vehicles at the CITY. The GPS receiver shall be integrated with the VLU on-board the vehicles.

DoubleMap is able to comply with this requirement.

DoubleMAP

GPS Information

GPS receivers shall report latitude, longitude, speed, time, direction of travel;

DoubleMap is able to comply with this requirement. DoubleMap is able to offer all listed items through the Mobile Data Terminal - administrators are able to see all items in real-time. DoubleMap is additionally able to offer an advanced History Tool (detailed below) that can comply with all listed requirements.

Bus History Tool

All tools and functions are stored on the cloud, and can be utilized at any time of day. DoubleMap also offers historical playback with a breadcrumb-style playback tool for all vehicle data transmissions as well as a conventional report for log-on/log-off data and alarms.

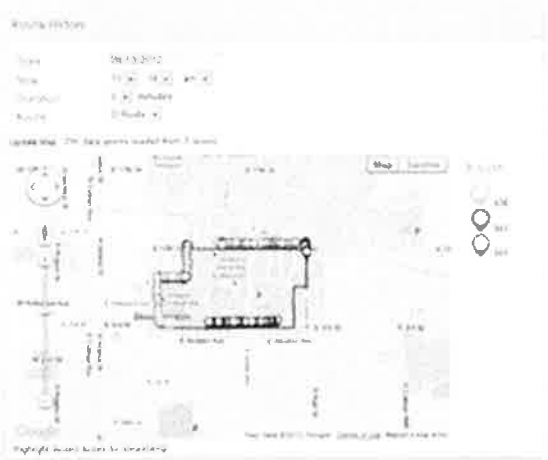
This tool allows administrators to rewind a single bus location or select a route and view the exact locations of multiple buses over a precise period of time.

Administrators select a specific, date, time, route, and range to observe a vehicles exact location. DoubleMap displays the actual GPS point, so DoubleMap administrators and DoubleMap have millions of data points to utilize when determining a vehicle's location, speed, idle time, and heading.

For example, the figure on the right shows where bus 640 was located in the fifteen minute span between 11:00am and 11:15am on 12/12/12.

Route History Module

The bus history module is vital to driver management and route improvements, but DoubleMap also provides a route history module to aid dispatchers in answering incoming rider calls.



For example, the route history in the figure on the right displays information for all three vehicles servicing the D route at 11:18am. The vehicles are color coded on the rider side of the image, and correlate with heading by turning the vehicle icon color progressively darker as movement occurs. The results in this figure would equip an employee with an

invaluable snapshot for dispatchers to instantly answer and remedy any rider call-ins or complaints.

Position Accuracy

Onboard GPS receivers must be capable of providing position accuracy within 10 feet at least 85 percent of the time;

DoubleMap is able to comply with this requirement.

Location Refresh Rates

Regardless of the reporting scheme used, vehicles shall report their location at least once every 15 to 20 seconds or at a rate designated by the System Administrator within the range of 5 through 30 seconds;

DoubleMap's system automatically updates off of an industry-leading 1-2 second polling rate. This industry-leading feature offers a true, real-time experience - there are no jumps or lags in the DoubleMap system, be it on the smartphone application or on the passenger website.

GPS Antenna

The GPS antenna shall be a low-profile unit housed in a rugged and weather tight enclosure. The GPS antenna shall be securely mounted on the exterior of the vehicle, clear of obstructions and interference-generating devices. GPS antenna location shall be determined in collaboration with CITY staff; and

DoubleMap is able to comply with this requirement. The DoubleMap antenna is included in the Mobile Data Terminal - the MDT is installed in a low-profile mount on the dashboard of the vehicle.

GPS Hardware Requirements

The GPS antenna mounting and sealants shall provide protection from the environment, including moisture, snow, heat (20° F to +120° F), wind, debris, etc.

Each GPS antenna and MDT is ruggedized with a protective case to withstand extreme temperatures. Each MDT and GPS antenna is capable of withstanding such temperatures.

8.2.2 Vehicle Logic Unit (VLU)

The PROPOSER's design shall utilize an automotive-grade Vehicle Logic Unit (VLU) that has, at a minimum, the following specifications:

AVL Location Data

System shall begin gathering AVL location data when the ignition is turned on and continue reporting until the ignition is turned off (based on a programmable time period, i.e., 30 minutes, etc.);

DoubleMap is able to comply with this requirement as the DoubleMap MDT automatically activates upon vehicle ignition and turns off with vehicle ignition turn-off. This is a programmable time period.

GPS Integration

VLU shall integrate with the GPS receiver; GFI, bulk data transfer interface, covert alarm switch and an SAE J-1708 or J-1939 interface to support integration with other future in-vehicle technologies;

DoubleMap is able to comply with this requirement. Please refer to the *Vehicle Logic Unit* section for more information.

Onboard Equipment Integration

VLU shall integrate with the onboard equipment on each vehicle that provides destination signs, next stop announcements, both audible and textual messages, fare collection, covert alarm, etc.;

DoubleMap is able to comply with these requirements. The DoubleMap VLU is directly integrated with the MDT, and can integrate with all signage, announcements, audible and textual messages, fare collection, and covert alarm systems, amongst more.

Additional Input/Outputs

Provided interfaces shall include USB, RS232, RS485, J1587, J1708, J1939, Ethernet, discrete inputs and outputs, odometer, spare I/O pins, audio inputs and outputs; and

DoubleMap is able to comply with these requirements.

Most Recent Locations

VLU shall store the most recent location received from the APC, if the option is exercised, so that if the GPS receiver is not able to report the location, the "last known good" boardings and alightings will remain available.

DoubleMap is able to comply with these requirements.

DoubleMAP

8.2.3 Mobile Data Terminal (MDT)

The CITY recognizes that some PROPOSERs have designed and offer a Mobile Data Terminal (MDT) to serve many of the same functions that would otherwise be performed by the VTLU or to work in conjunction with the VTLU. However, the CITY is neutral on their applicability and would need further explanations of their value. If the PROPOSER chooses to specify the use of an MDT as a component of their on-board equipment, the PROPOSER shall specify a "ruggedized" MDT product or tablet that is specifically designed for transit. MDTs should be securely mounted on rigid PROPOSER-provided support brackets.

DoubleMap's primary piece of hardware, the Mobile Data Terminal (MDT) is utilized in each bus. Each component in DoubleMap's MTD offering has been used in hundreds of transit agencies, and comes from manufacturers who have been operating for 30+ years. Each MDT is ruggedized, with a protective case attached to the mount. Below is a simple overview of the technical specifications in the MDT:

CPU	TI-OMAP 4430 Dual-core 1Ghz
MEMORY	Up to 32 GB Flash with Micro SD socket 1GB Ram
WIRELESS	GPS - A-GPS support and GLONASS Wi-Fi - 802.11 b/g/n, Wi-Fi Direct, Wi-Fi hotspot Cellular • LTE/CDMA/EVDO • LTE/UMTS/HSPA+ • LTE/GSM/GPRS
INTERFACE	USB 2.0 Host Bluetooth 3.0 with A2DP, HS Audio 3.5mm Jack Display 7.0 inch PLS LCD capacitive touchscreen 600x1024
INTEGRATIONS	Automated Voice Annunciation via 3.5mm jack with proprietary cabling Internal Signage via proprietary J1708 to Bluetooth adapter Automatic Passenger Counting via Bluetooth connection Digital Passenger Counting via integrated touchscreen
POWER SUPPLY	12 VDC with transient protection
POWER CONSUMPTION	5W Typical
OS SUPPORT	Android OS v4.2.2. (Jelly Bean)
DIMENSIONS	7.63 x 4.82 x 0.41 in
OPERATING TEMPERATURE	-40°C - 85°C
BATTERY	Non-removable Li-ion 4000 mAh battery

DoubleMAP

8.2.4 Covert Alarm

The PROPOSER shall ensure / install a connection to a Covert Alarm switch which when activated alerts dispatch on their screen of a Coach Operator issue. There is not a requirement to connect the Covert Alarm to the vehicle headsign.

DoubleMap also has the ability to display proactive or emergency notifications in real-time both public and administrator-facing interfaces. A vehicle with a triggered alarm will appear with a warning symbol, which will allow riders or administrators to see a separate pop-up window with information upon selection.

8.3 Computer Aided Dispatch (CAD) Functions

In summary, and when the complete ITS technologies have been deployed, the CITY seeks to have a System provide the following CAD capabilities for the CITY's fixed-route Dispatchers:

Operator and Vehicle Information

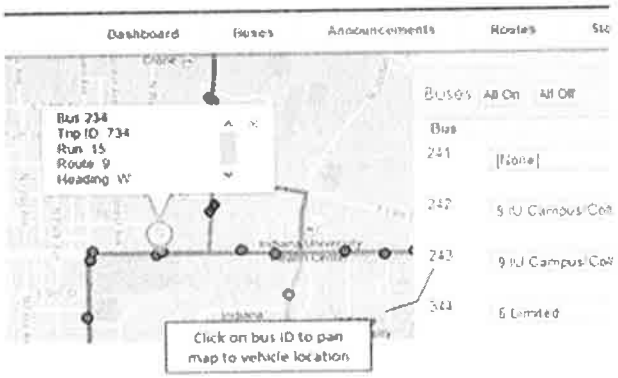
View Coach Operator and vehicle information;

DoubleMap is able to comply with this requirement through individual customized logins for all drivers. The driver must log-in using a password-protected, customized login to begin his/her route in the system, as well as to receive the individualized route assignment.

Vehicle Locations

View vehicle locations;

DoubleMap has designed the administrator platform to work on any office computer and display seamless vehicle locations on a map interface in real-time. The dashboard allows for **unlimited users (licenses), unlimited edits/changes, and unlimited route/stop additions.** This is intended to empower administrators to monitor multiple variables simultaneously; including: bus locations, speed, driver assignment, run/block assignment, and heading (among many others) every 1-2 seconds.



DoubleMap has designed the administrative platform to utilize live mapping technology. Each individual module will give instant access and control over the entire fleet.
The web-based design of the DoubleMap administrative platform allows a DoubleMap administrator to make changes on existing office computers, or on devices such as the Apple iPad from the field. This places real-time capability in the hands of administrators and allows for immediate system updates. This seamless approach is a fundamental change from many vendors who require a written notice for system route/stop changes and often set thresholds for the number of changes that are included before additional costs are incurred. DoubleMap is committed to providing a comprehensive solution with unlimited changes and simultaneous user access.

Additionally, the DoubleMap development team has built DoubleMap to run on any standard web browser, although newer web browsers are preferred. The DoubleMap solution is flexible and completely cloud-based, resulting in ease of scalability and the ability to be accessed from any internet-capable device.

Route Schedules

View route schedules; and

DoubleMap utilizes a Mobile Data Terminal which provides a touch-screen interface compatible across multiple platforms for the drivers. DoubleMap's system is built to be extremely easy to use - even route creation is simply point-and-click. The system interface is designed after Microsoft's Windows platform, and is intuitive to use. DoubleMap offers additional visual functions between the vehicle operator and dispatcher, as detailed below:

Calendar View

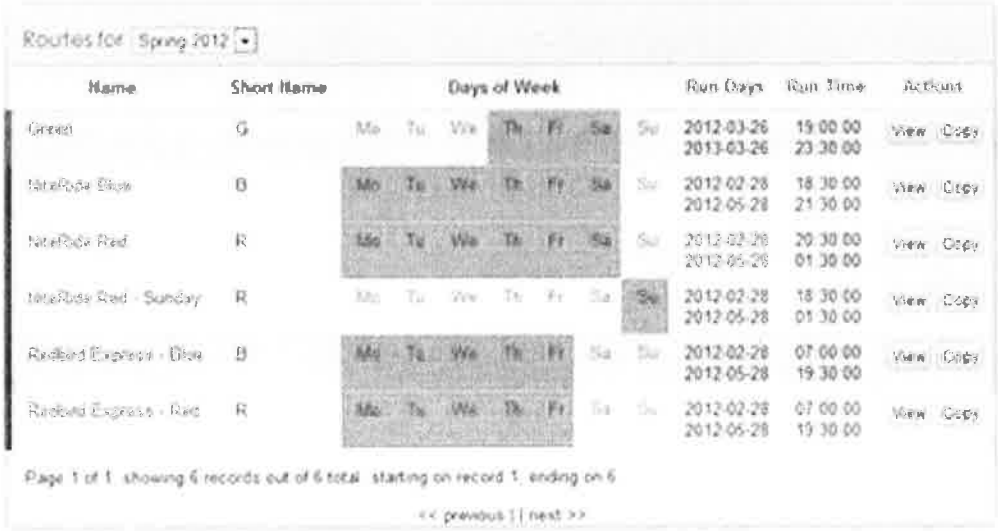
DoubleMap provides administrators with two ways to view and manage schedule changes: route view and calendar view. Both options allow for DoubleMap administrators to view, edit, and copy selected routes to account for detours, pre-planned road construction, and game day/event exceptions.

DoubleMAP

Route View

Provides an overview of all active routes. Displays days during which each route operates, and their respective start and end times.

Additionally, DoubleMap's route creator will allow for periodic route adjustments, changes, and additions in-house. The route creator tool was designed, with simplicity in mind, and offers DoubleMap administrators unprecedented control over the management of their system.



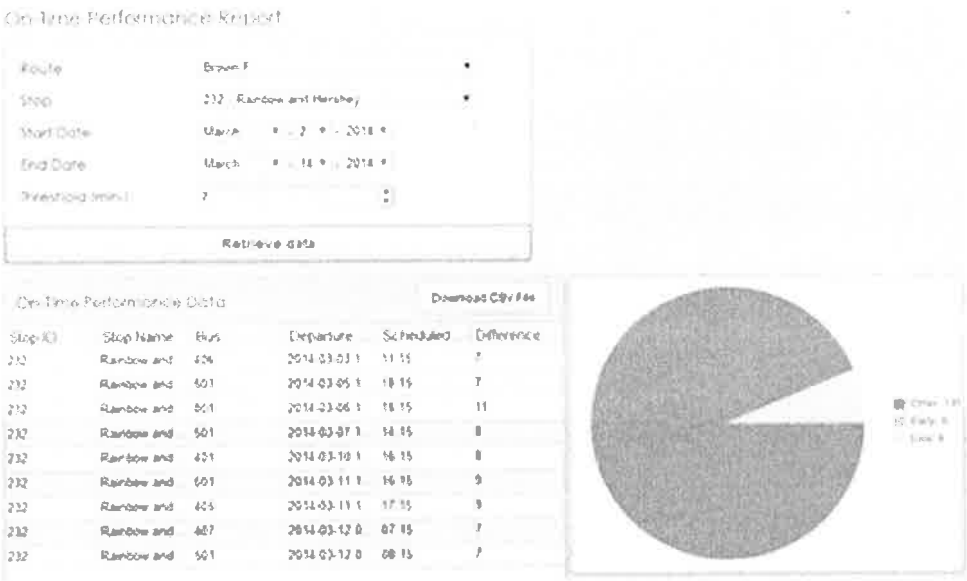
Schedule Adherence

Track schedule adherence of vehicles.

DoubleMap provides an interactive schedule adherence platform that utilizes real-time AVL information to relate overall system performance and schedule on-time adherence. The on-time performance tool is capable of producing reports based on full route or by individual stop/vehicle on the selected route or for the full fleet. This tool then allows administrators to select a date range and on-time threshold.

A screenshot of the report can be seen in the figure below. In this example, administrators are able to see the schedule adherence data for the stop location at Rainbow and Hershey along the Brown F route from March 2nd – March 14th. The adherence threshold is set for 7 minutes early or late. In this case, there were 10 instances of buses being outside of the 7-minute adherence threshold, but none of them were early. A pie chart provides a visual representation of all trips in the webview, but administrators also have the ability to click the 'Download'.

DoubleMAP

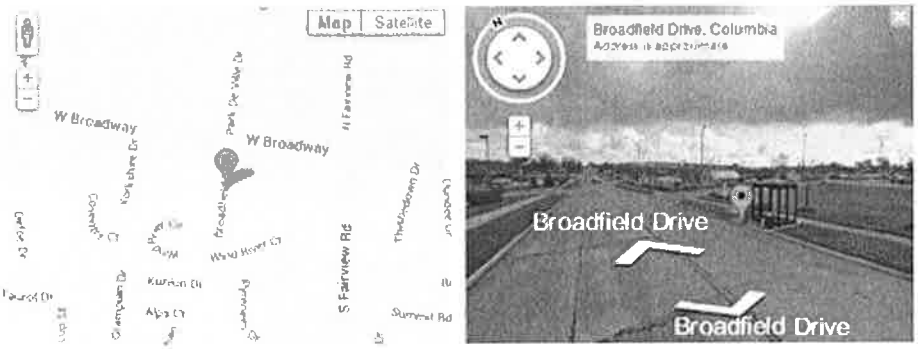


8.3.1 General Requirements

The CITY has access to map sources and possesses a GIS software product, but uses Google Earth to plot each bus stop (as place marks) to determine the longitude and latitude coordinates. The longitude and latitude can then be seen by opening a KML (Keyhole Markup Language) file in Excel.

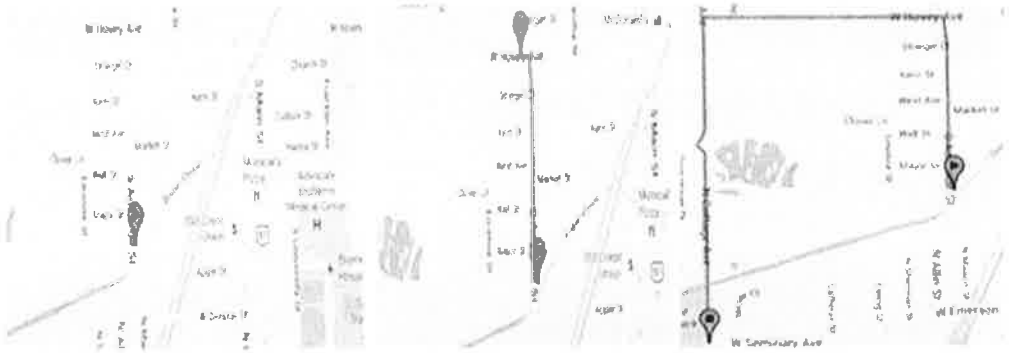
DoubleMap pioneered the Visual Route and Stop Creator, which allows for point-and-click route and stop editing. This functionality is able to provide citizens with information on static routes (if any are to be added in the future) and incorporate existing routes onto one platform along with DoubleMap for citizens. Administrative staff will be able to use a simple point-and-click interface to adjust routes and add vehicle stops instantly, eliminating the need to print out paper maps and waiting weeks for the changes to take effect.

The DoubleMap stop creator is an industry-leading module which will empower administrators to make unlimited stop additions/adjustments with pinpoint accuracy in conjunction with the route management suite. This tool allows users to visually drag a stop within the map to ensure accurate location. DoubleMap utilizes the power of Google Street View to enhance the process to a more powerful visual, vantage point.



Additionally, DoubleMap's route creator will allow for periodic route adjustments, changes, and additions in-house. The route creator tool was designed, with simplicity in mind, and offers DoubleMap administrators unprecedented control over the management of their system.

The route creator is based on a point-and-click system, which does not require any knowledge of coordinates, or programming. Users login to the administrator interface, select a route they want to edit, or start with a new route. The administrator clicks a point on the map and proceeds to click along the desired route – the DoubleMap system will automatically connect the points and extract the GPS coordinates.



The administrator using the route and stop creator is able to enjoy the automated geo-fencing that comes with the route. As mentioned in the Reporting section, if the geo-fence is broken by the driver, the administrator will be automatically notified. The software then allows the administrator to bring up a report to see exactly where the driver left his route, as well as how fast he was going, and when he got back onto his route. This in turn prevents drivers from taking detours off of their routes.

DoubleMAP

Comprehensive Map Locations

The digital map component of the solution shall incorporate various map layers that are used to build comprehensive map locations, including but not limited to: street names, points of interest, bus stop geocode information, route information (bus routes, bus stops, time points, etc.) and other related data points and shall cover the entirety of the City of Lodi.

DoubleMap is additionally able to provide a (patent pending) points-of-interest platform which provides the ability to list commercial data and nearby locations such as buildings and events for advertising purposes, which can provide an additional revenue source for the CITY.

The figure on the right displays a balloon for a bus stop, which contains routes, arrival information, and nearby places. The specific places and icons can be customized, and finely tuned to display desired businesses or locations.

Additionally, DoubleMap provides the ability to place point-of-interest logos at specified locations at custom zoom levels across the rider-facing map. Two examples of this feature can be seen in the figure on the right.

Upon clicking on a logo or location, riders can quickly access embedded information such as phone number, address, website, event information, among many other points. All of this information is accessible through a traditional web browser and through DoubleMap's mobile applications and examples of the mobile implementation and bus stop design in the webview can be seen below.

DoubleMAP

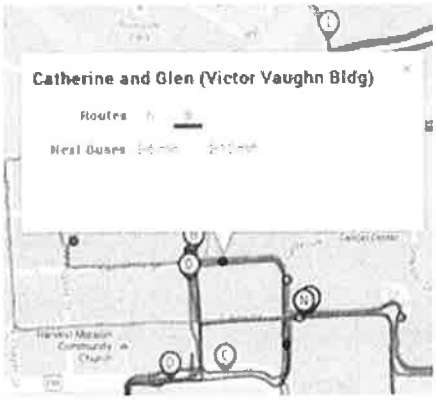
This platform will provide the optional ability to monetize an active rider base if/when interest arises.

Import of AVL Map

The PROPOSER shall be responsible for the import and initialization of the AVL map using the CITY's provided data as well as all refinements, updates, format conversions, and other processing and handling of the map data supplied to them by the map service or from the CITY as necessary. Maps shall display on the CITY's application screens as well as on customer-facing Web pages that provide predicted bus arrival and departure times, vehicle status and location information in graphical form.

The PROPOSER may wish to include the costs for an actual survey of each stop location in the event that the CITY's provided geo-codes are not sufficiently accurate.

DoubleMap is the only company in the industry to offer one-click GTFS data, as well as GTFS data export - meaning that the CITY can very easily enter data into the NTD Databases. DoubleMap is able to import and fully integrate existing AVL maps.



Estimated Time of Arrival

DoubleMap's cross-platform approach serves additional value when riders attempt to access ETA's on the go. The predictive arrival algorithm uses scheduled data as a basis for estimations, and weighs in the current situation into near-term predictions, along with historical data. Historical data is collected for each route, and aggregated based on day of week and time of day to

compensate for variations in traffic and business. All data is in real-time.

The algorithm updates the estimated time of arrival (ETA) on-demand and each time ETAs are requested. For anomalous situations, such as off-route buses or unplanned detours, the algorithm will give a best-effort prediction and then re-do the predictions once the bus has reached its next stop.

8.3.2 Reference Information Displays

The Dispatcher shall have the capability to perform each of the following but not limited to:

Zoom In/Out

Dispatchers shall be able to zoom in to a map level of textual information such as street names, vehicle identities, route names, etc. Landmark names displayed at the various zoom levels shall be clearly readable.

DoubleMap is able to comply with this requirement.

Route and Street Names

Route and street names shall be repeated along lengthy routes and streets;

DoubleMap is able to comply with this requirement.

Vehicle Status Information

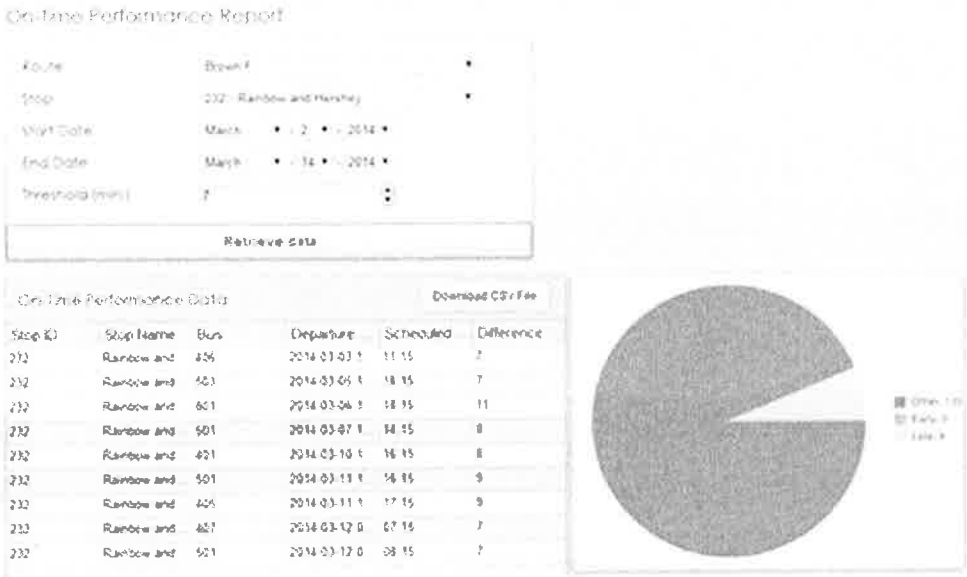
Vehicle status information conveyed to the Dispatchers shall include, but not be limited to, the following attributes:

Schedule Status

Schedule status (early, on-schedule, or late);

DoubleMap's On-Time Performance Report provides an interactive schedule adherence platform that utilizes real-time AVL information to relate overall system performance and schedule on-time adherence. The on-time performance tool is capable of producing reports based on full route or by individual stop/vehicle on the selected route or for the full fleet. This tool then allows administrators to select a date range and on-time threshold.

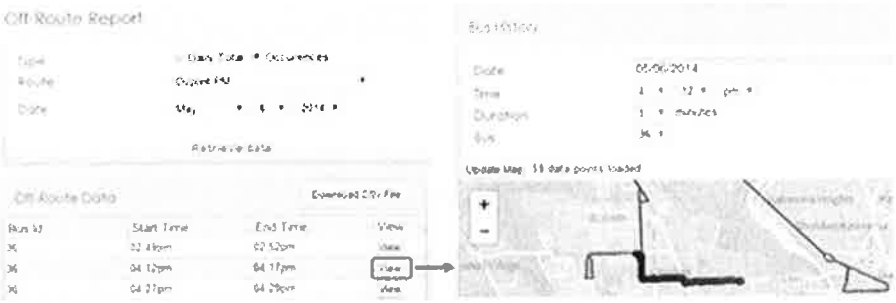
DoubleMAP



Route Status

Route status (on or off route);

DoubleMap offers an off-route report for individual occurrences and for daily total. These reports can be processed in an on-demand, or daily basis, in order to a receive a list similar to the figure below. Administrators can decipher which bus was causing the issue, who was driving the bus (if the driver login option has been added), when the detour occurred, and for how long the bus deviated from its assigned route. This list can then be exported and printed.



Additionally, DoubleMap provides an option next to each off-route occurrence to view the data through the visual history module within the admin console. Once an administrator clicks 'view', DoubleMap instantly points the history module to date/time/bus/route for when the deviation had occurred. An example of this can be seen in the figure

below on the right. Administrators can then see the individual GPS update points and exactly where the bus traveled when it went off route.

DoubleMap is also able to provide a proprietary alerts module for all users. CITY administrators are able to configure alerts to automatically notify them if a vehicle has left its route, is going too slow, if a bus is violating speed limits, and more.

Vehicle Type
Type of vehicle (Fixed-Route, supervisor, or other non-revenue, for AVL equipped vehicles);

DoubleMap is able to comply with this requirement.

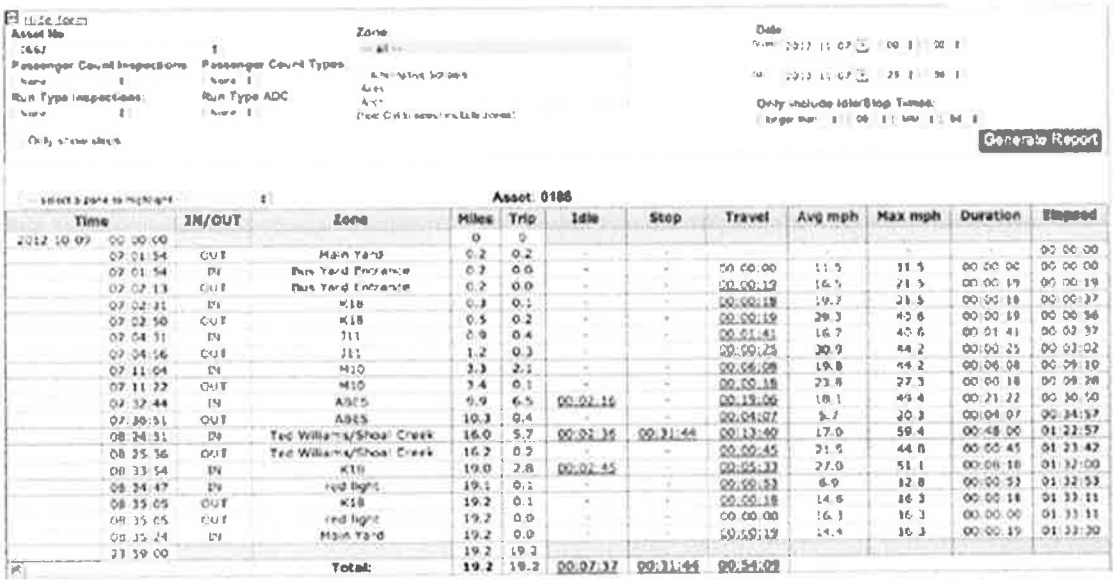
Non-Scheduled Vehicles
Non-scheduled - logged on (e.g., fill-in, trip, special event vehicles);

DoubleMap is able to comply with this requirement.

Logged-Off Vehicles
Not logged on;

Administrators and managers are able to filter the Fleet Management Report vehicles logged in/out, vehicle ID, date range, and idle ranges.

DoubleMAP



Asset No

Passenger Count Inspections

Passenger Count Types

Run Type Inspections

Run Type ADC

Zone

Date

Only include Idle/Stop Times:

Generate Report

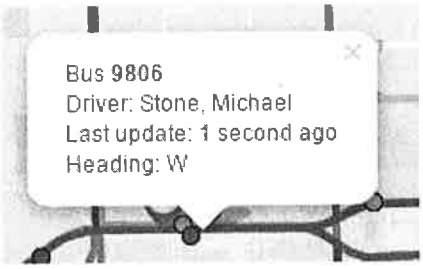
Asset: 0186

Time		IN/OUT	Zone	Miles	Trip	Idle	Stop	Travel	Avg mph	Max mph	Duration	Elapsed
2012 10 09	00 00:00			0	0							
	07 01:54	OUT	Main Yard	0.2	0.2	-	-					00 00:00
	07 01:54	IN	Bus Yard Entrance	0.2	0.0	-	-	00 00:00	11.5	11.5	00 00:00	00 00:00
	07 02:13	OUT	Bus Yard Entrance	0.2	0.0	-	-	00:00:19	16.5	21.5	00 00:19	00 00:19
	07 02:31	IN	K18	0.3	0.1	-	-	00:00:18	19.7	21.5	00 00:18	00 00:37
	07 02:50	OUT	K18	0.5	0.2	-	-	00:00:19	29.3	45.6	00 00:19	00 00:56
	07 04:31	IN	J11	0.9	0.4	-	-	00:01:41	16.7	45.6	00 01:41	00 02:37
	07 04:56	OUT	J11	1.2	0.3	-	-	00:00:25	30.9	44.2	00 00:25	00 03:02
	07 11:04	IN	M10	3.3	2.1	-	-	00:06:08	19.8	44.2	00 06:08	00 09:10
	07 11:22	OUT	M10	3.4	0.1	-	-	00:00:18	23.8	27.3	00 00:18	00 09:28
	07 32:44	IN	A865	9.9	6.5	00:02:16	-	00:19:06	18.1	49.4	00 21:22	00 30:50
	07 36:51	OUT	A865	10.3	0.4	-	-	00:04:07	6.2	20.3	00 04:07	00 34:57
	08 24:31	IN	Ted Williams/Shoal Creek	16.0	5.7	00:02:36	00:31:44	00:13:40	17.0	59.4	00 48:00	01 22:57
	08 35:16	OUT	Ted Williams/Shoal Creek	16.2	0.2	-	-	00:00:45	21.5	44.8	00 00:45	01 23:42
	08 33:54	IN	K18	19.0	2.8	00:02:45	-	00:05:33	27.0	51.1	00 06:18	01 32:00
	08 34:47	IN	red light	19.1	0.1	-	-	00:00:53	6.9	12.8	00 00:53	01 32:53
	08 35:05	OUT	K18	19.2	0.1	-	-	00:00:18	14.6	16.3	00 00:18	01 33:11
	08 35:05	OUT	red light	19.2	0.0	-	-	00 00:00	16.3	16.3	00 00:00	01 33:11
	08 35:24	IN	Main Yard	19.2	0.0	-	-	00:00:19	14.4	16.3	00 00:19	01 33:30
	23 39:00			19.2	19.2							
			Total:	19.2	19.2	00:07:37	00:31:44	00:54:09				

Operator Name

Vehicle Cash Operator name;

DoubleMap is able to comply with this requirement. DoubleMap has included on the right a screenshot of what a driver sees when they are logged into the system.



Direction of Travel

Direction of travel;

DoubleMap is able to comply with this requirement.

ETA

Estimated time of arrival calculated by the System for a selected vehicle at a selected destination;

DoubleMap is able to comply with this requirement. DoubleMap provides an estimated time of arrival module for both public and administrative-facing dashboards, shown on the right.

DoubleMAP

Schedule Information

Provide Dispatchers with schedule information by block and / or run including real time status;

DoubleMap is able to comply with this requirement.

Two-way Capabilities

Provide capability for Dispatchers to log in Coach Operators;

DoubleMap is able to comply with this requirement.

Additional Services

Allow Dispatchers capability to add new services (i.e., overloads);

DoubleMap is able to comply with this requirement.

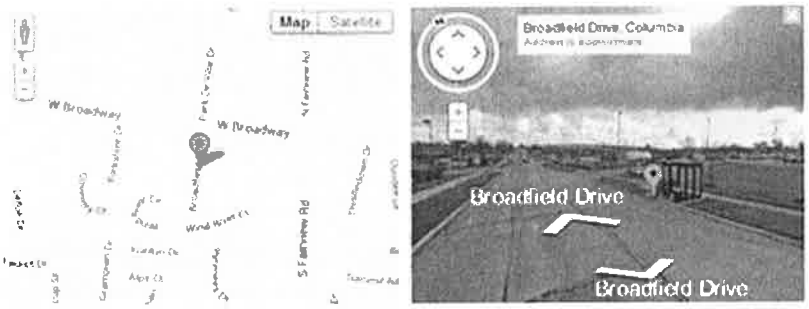
Temporary Change of Times

Allow Dispatchers to temporarily change times within a schedule (i.e., offsets, detours, etc.); and
Provide Dispatchers capability to cancel an entire block of service.

DoubleMap is able to comply with this requirement. The DoubleMap system comes standard with an industry-leading Visual Route & Stop Creator, detailed below. This tool allows dispatchers to temporarily change times within a schedule and provide dispatchers the capability to cancel an entire block of service.

Visual Route & Stop Creator

DoubleMap pioneered the Visual Route and Stop Creator, which allows for point-and-click route and stop editing. This functionality is able to provide riders with information on static routes (if any are to be added in the future) and incorporate existing routes onto one platform along with DoubleMap for riders. Administrative staff will be able to use a simple point-and-click interface to adjust routes and add bus stops instantly, eliminating the need to print out paper maps and waiting weeks for the changes to take effect.

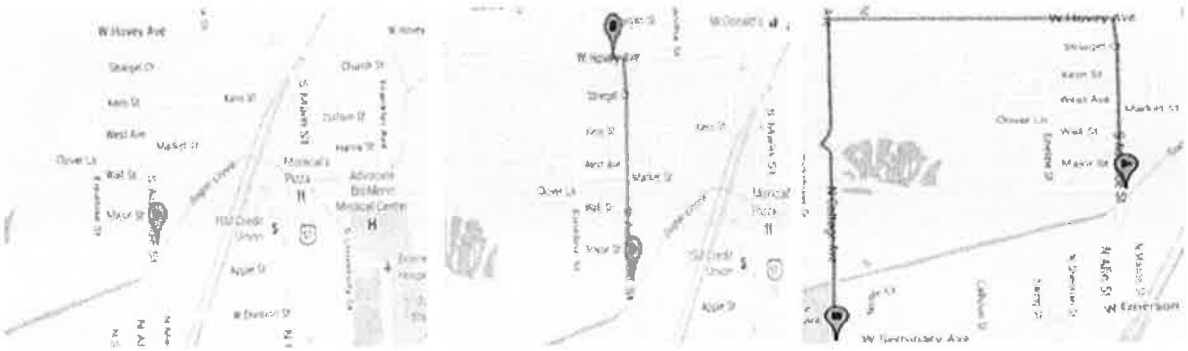


The DoubleMap stop creator is an industry-leading module which will empower administrators to make unlimited stop

additions/adjustments with pinpoint accuracy in conjunction with the route management suite. This tool allows users to visually drag a stop within the map to ensure accurate location. DoubleMap utilizes the power of Google Street View to enhance the process to a more powerful visual, vantage point.

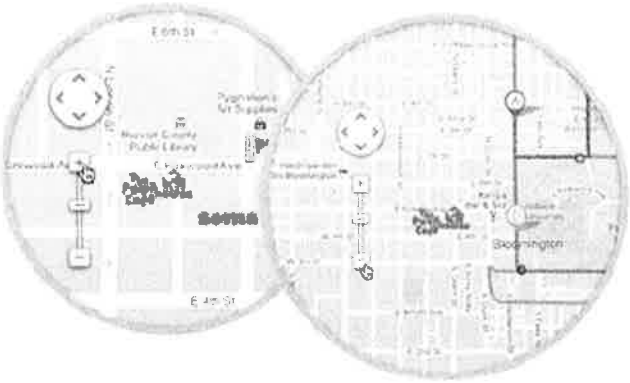
Additionally, DoubleMap's route creator will allow for periodic route adjustments, changes, and additions in-house. The route creator tool was designed, with simplicity in mind, and offers DoubleMap administrators unprecedented control over the management of their system.

The route creator is based on a point-and-click system, which does not require any knowledge of coordinates, or programming. Users login to the administrator interface, select a route they want to edit, or start with a new route. The administrator clicks a point on the map and proceeds to click along the desired route – the DoubleMap system will automatically connect the points and extract the GPS coordinates.



Points-of-Interest Module

Additionally, DoubleMap is able to provide a (patent pending) points-of-interest platform which provides the ability to list commercial data and nearby locations such as buildings and events for advertising purposes, which can provide an additional revenue source for CatBus.



The figure on the right displays a balloon for a bus stop, which contains routes, arrival information, and nearby places. The specific places and icons can be customized, and finely tuned to display desired businesses or locations.

Additionally, DoubleMap provides the ability to place point-of-interest logos at specified locations at custom zoom levels across the rider-facing map. Two examples of this feature can be seen in the figure on the right.

Upon clicking on a logo or location, riders can quickly access embedded information such as phone number, address, website, event information, among many other points. All of this information is accessible through a traditional web browser and through DoubleMap's mobile applications and examples of the mobile implementation and bus stop design in the webview can be seen below.

This platform will provide the optional ability to monetize an active rider base if/when interest arises.

8.3.3 Vehicle Status

The System shall verify that Coach Operators log on in time to support a defined schedule and to verify that all currently scheduled blocks are serviced by a logged-on vehicle throughout the service day. The System shall issue an alarm message to the appropriate Dispatcher(s) if a block scheduled for service remains open (i.e., without a logged-on vehicle) for more than a Dispatcher-adjustable time period. This time period shall initially be set to 2 minutes and shall be adjustable from one minute to at least 15 minutes. The Dispatcher(s) shall also be notified when Coach Operators log on to open blocks.

DoubleMap is able to comply with this requirement.

8.3.4 Service Performance

The System shall provide Dispatchers the ability to quickly monitor the current fixed-route service performance. In addition to basic identifying information, such as vehicle IDs, Coach Operator numbers (names), route numbers, block numbers, etc.; the following specific types of information shall be presented:

DoubleMAP

Off-Route / Schedule Monitoring

System shall monitor off route / schedule status;

DoubleMap is able to offer an Administrative Alerts Module, configurable for multiple variables. Specifically, the alert for this requirement would be the Off-Route Alert, again selected through the Administrative Alerts Module. This module allows for an instant alert when a vehicle or route breaks a certain parameter, including top-speed, off-route, and online coverage, among many others. An example of this module is included on the right.

Late Pull Out's / In's

System shall monitor late pull out's / in's;

DoubleMap is able to comply with this requirement.

Schedule Adherence Monitoring

System shall accurately monitor the schedule adherence;

DoubleMap is able to comply with this requirement.

Schedule Adherence Calculations

Schedule adherence shall be calculated at each defined time point and accurately estimated between defined time points; and

DoubleMap is able to comply with this requirement as administrators are able to utilize millions of data points when determining a vehicle's location, speed, idle time and heading.

Project Recovery Times

System shall provide the Dispatcher the projected recovery time based on the next terminal departure.

DoubleMap is able to comply with this requirement.

8.3.5 Turn-Back Monitoring

System shall detect and adjust for turn-backs within a Fixed-Route vehicle's assigned block. The System shall issue a turn-back event when a vehicle has turned around before the end of a current trip and proceeds along the route in the opposite direction for a subsequent trip within the same block.

DoubleMap is able to comply with this requirement.

DoubleMAP

New Location Adjustments

Following a turn-back, the System shall automatically determine which trip the vehicle has jumped to within the System assigned block based on the current time, the vehicle's new geographic location, the vehicle's direction, and the vehicle's schedule.

DoubleMap is able to comply with this requirement.

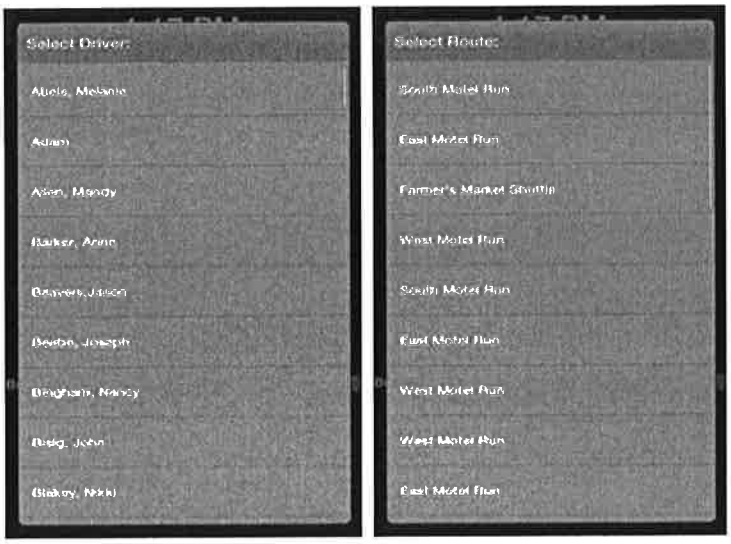
Continuation of Monitoring

After a turn-back adjustment, the System shall resume schedule and route adherence monitoring and automated voice announcements for the vehicle based on the new trip assignment. All turn-backs shall produce events.

DoubleMap is able to comply with this requirement.

8.3.6 Vehicle Coach Operator Changes

The System shall support en-route changes of the assigned Coach Operators for cases such as mechanical breakdowns and Coach Operator substitutions. Coach Operators shall be required to perform a Coach Operator logon / logoff when the change takes place.



DoubleMap is able to comply with this requirement through individual customized logins for all drivers. The driver must log-in using a password-protected, customized login to begin his/her route in the system, as well as to receive the individualized route assignment.

8.4 Automatic Stop Annunciation (ASA)

PROPOSER shall install new interior displays for Next Stop Message Signs along with the associated audible component for ADA compliancy, Automatic Stop Annunciation (ASA). The ASA shall integrate to the existing public announcement (P.A) system on-board the vehicle. The goal is to provide announcements to passengers in the form of next stop displays and

announcements and possibly other types, such as triggering an announcement (when and where needed) for annunciation of major intersections, key transfer points, points of interest, secondary announcements for long periods between stops, promotional information, public service information, and advertising. The ASA shall have the capability to perform each of the following but not limited to:

Exterior Announcements

ASA shall make an exterior announcement of the current route number and destination when doors open at a stop;

DoubleMap is able to comply with these requirements. DoubleMap automatic stop announcement system (ASA) is built to provide exterior and interior announcements of the route number and destination, as well as integrate with current signage options.

ASA Trigger Announcements

ASA shall use the vehicle location information from the System to trigger the appropriate announcements on-board the vehicle whenever the vehicle enters a user defined "trigger zone";

DoubleMap is able to comply with this requirement. DoubleMap's ASA system is built upon the use of geofences. Once a vehicle enters a geofenced area, the ASA system automatically annunciates the correct message for that geofence. Upon exiting, the ASA system ceases the message.

Time-based Announcements

Time-based announcements / displays shall be programmed to be made on-board the vehicle at specific times of the day or at a set frequency within specified time periods, on specific days of the week;

DoubleMap is able to comply with this requirement.

Arrival / Departure Displays

DoubleMAP

Location-based announcements / displays shall be programmed to be made on-board the vehicle when that vehicle passes any designated location(s);

DoubleMap is able to comply with this requirement through the use of waypoints that can be added to the routes that can trigger ASA and interior signage to make location-based announcements. These waypoints are invisible to drivers and passengers, but can be toggled on and off for administrators.

Re-acquisition of Routes

In the event that a vehicle is operating off-route, the automatic announcements / displays shall not be made. Once the route is reacquired, the System shall automatically determine and announce the next valid bus stop or other designated location;

DoubleMap is able to comply with this requirement. Through the use of geofences and route specific latitude and longitude, DoubleMap is capable of recognizing that a bus is off-route and will automatically suspend ASA until the vehicle is back on route.

Current Date/Time Displays

Interior Display shall display the current date / time when not displaying a triggered announcement; and

DoubleMap is able to comply with this requirement.

Volume Level Adjustments

ASA shall provide the capability to adjust the minimum and maximum volume levels separately for interior and exterior announcements.

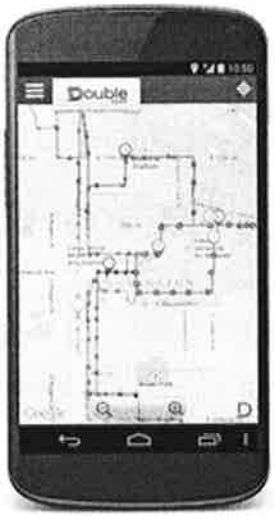
DoubleMap is able to comply with this requirement. Drivers are able to change the volume of the interior and exterior announcements through the DoubleMap Mobile Data Terminal.

DoubleMAP

8.5 Passenger Information Network (PIN)

The CITY seeks to deploy a real-time Passenger Information Network. In the simplest of terms, the CITY desires to provide vehicle arrival and / or departure information to our customers, through electronic signage at Lodi Transit Station, via the Internet and on personal communication devices. When this service is available, patrons will be able to access the information through the CONTRACTOR's web site and / or as a link from the CITY's web site.

DoubleMap is able to comply with these requirements through providing an industry-leading smartphone application and passenger website, detailed below.



Smartphone Applications

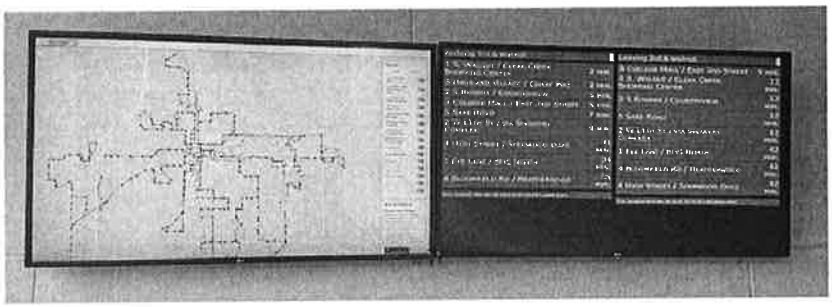
DoubleMap has designed its mobile phone strategy around two pillars: 1) The mobile platform should provide riders with full access to every feature available in the laptop/desktop site, and 2) the DoubleMap system is accessible from a myriad array of phones/platforms in order to maximize the number of riders with access to real-time information.

DoubleMap transitioned the full functionality of a client website across all mobile platforms. This means that riders will see the exact same 1-2 second GPS bus updates with smoothing algorithm, ETA prediction times to the next stop, notifications for "my stop", and announcements in a mobile format.

Conclusively, DoubleMap is able to offers solutions for iPhone and Android platforms to go along with web offerings for Windows Phone, Blackberry, and all other web-enabled phones.

Additionally, DoubleMap offers full outdoor arrival/departure boards and outdoor kiosks for passenger information. Fully installed at several of DoubleMap's client sites, an image of the outdoor kiosk is included below, as well as the DoubleMap Arrival/Departure Board included on the right.

DoubleMAP

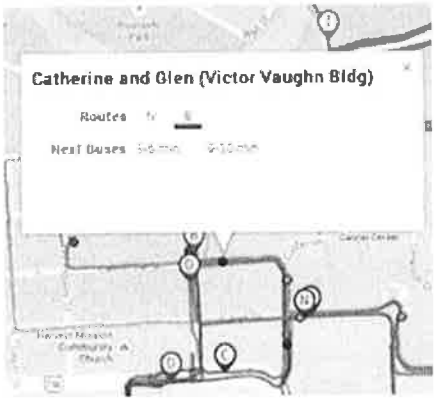


PIN Requirements

The PIN has the following requirements:

Passenger ETA

PIN shall use GPS information, historic traffic patterns and vehicle schedules to determine a best estimate for all bus arrival and / or departure times;



DoubleMap's cross-platform approach serves additional value when riders attempt to access ETA's on the go. The predictive arrival algorithm uses scheduled data as a basis for estimations, and weighs in the current situation into near-term predictions, along with historical data. Historical data is collected for each route, and aggregated based on day of week and time of day to compensate for variations in traffic and business. All data is in real-time.

The algorithm updates the estimated time of arrival (ETA) on-demand and each time ETAs are requested. For anomalous situations, such as off-route buses or unplanned detours, the algorithm will give a best-effort prediction and then re-do the predictions once the bus has reached its next stop.

Rider Alerts

DoubleMap is able to deliver a robust alerts system within its mobile application, which includes reminders and notifications, so that riders can have further access to timely transit data. Riders will be able to create a personalized schedule within DoubleMap to receive recurring notifications of buses arriving at pre-selected bus stops on days/times of the week that they select. For example, a rider may get a passive notification on their iPhone when a bus is 5 minutes away from a bus stop on Route 3 every Monday, Wednesday, and Friday.

DoubleMap's system will also allow users to create login accounts (using existing Google, Facebook, etc) to synchronize their alerts across multiple platforms. This will allow a user to create see and manage their desktop alerts from their mobile device, and vice versa. Users will also be able to manage the types of alerts they receive from each device. For example, a rider may enable an SMS alert from their web browser, or add an additional SMS alert from their web browser.

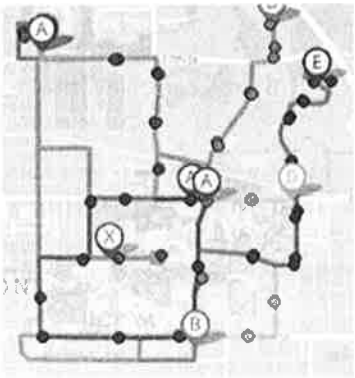
Identification of In-service Vehicles

PIN shall be able to accurately identify vehicle locations for in-service vehicles;

DoubleMap is able to comply with this requirement.

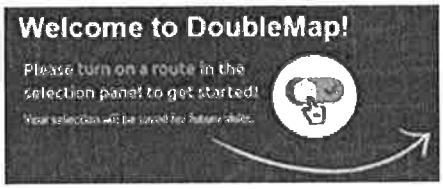
Customization of Web-Based Maps

PIN shall be able to generate web-based maps for each route that display accurate vehicle information, including route names, street and landmark names, vehicle location and estimated arrival time at bus stops; and



Users are able to see all of their stops - not just one or two - at the same time, as well as the ETAs for all of the stops, and where the bus is currently, all in real-time. If a bus is running behind, no problem - the system automatically updates off of an industry-leading 1-2 second polling rate. This industry-leading feature offers a true, real-time experience - there are no jumps or lags in the DoubleMap system, be it on the smartphone application or on the passenger website.

Finally, as detailed in the images on the right, the passenger website, as well as the smartphone application, is built to remember which routes the user selects. The next time the user opens the site, the only routes activated will be the routes that they have used in the past. As shown on the right, changing these preferences are as easy as touching/clicking the route selection tab.



Automatic PIN Updates

PIN shall be updated whenever new routes or schedules are created.

Due to the cloud-based nature of DoubleMap, the DoubleMap PIN is able to be updated over-the-air instantly, allowing administrators to add new routes or schedules at their leisure, rather than waiting on the provider to make changes.

8.5.1 Predictive Bus Arrival and Departure Algorithms

At the core of the PIN shall be a robust predictive real-time bus arrival and departure time function. The PROPOSER shall devise one or more predictive algorithm(s) that continually track, compile and recalculate predicted bus arrival / departure times based on vehicle location, heading (i.e., direction), speed, and other factors such as known causes of recurrent traffic delays along the route. The System shall monitor each bus on each route independently and calculate arrival times at each stop along the route which the System shall make available to the PIN for immediate broadcast. The arrival and departure algorithm(s) shall consider real-time conditions and historic average arrival and departure data to improve accuracy in the predictive function.

DoubleMap is able to comply with this requirement. DoubleMap is able to provide a real-time smartphone application and estimated time of arrival module that fulfills these requirements - both items are detailed in their above sections. Additionally, as noted in the below eponymous section, the DoubleMap Smoothing Algorithm is designed to completely cover both the rare transmission error, as well as the occasional cellular deadzone. Citizens and users of the public-facing side will never know that there were any errors or deadzones.

Smoothing Algorithm

DoubleMap is configured to automatically smooth over any system errors through the proprietary smoothing algorithm. Said smoothing algorithm is a prime example of the robust capabilities included in the DoubleMap customer interface, often left out by many AVL vendors. GPS is an imperfect technology, and experiences further challenges when paired with a cellular connection. In other words, all vendors will experience rare lulls in connectivity – the value-adding differentiator is how lulls are handled.

DoubleMap is configured to handle these occurrences gracefully without interfering day-to-day driver use. This helps build trust among the driver base, which is one of the pillars that DoubleMap strives to help each client achieve. The proprietary DoubleMap smoothing algorithm covers up these dead zones and loss of services by automatically determining when the vehicle will arrive, as well as the estimated location of the vehicle. The CITY's citizens never sees that a dead zone occurs.

8.5.2 Changeable Message Signs (CMS)

The CITY seeks a small number of Changeable Message Signs (CMS) with suitable enclosures, which will be located at Lodi Transit Station (exact quantity to be recommended by the PROPOSER based on current System depicted in Section 7.2). At a minimum, the CMS' would display real-time bus arrival / departure times. Specific information to be displayed on the CMS signs will be determined by the CITY and the PROPOSER during System Design.

In addition to LED signage, DoubleMap is able to provide changeable message LED signs (CMS) that are installed in bus shelters or transit terminals where passengers wait for their buses. These CMS signs display real-time bus arrival information and informational text messages via a wireless communications link to the proposed CMS software module.

DoubleMap's software provide administrators with full control over the signs, including configuration, real-time updates, and health monitoring. In addition to showing time of day and arrival time predictions, the signs provide the ability to display text messages generated by administrators, who are in turn able to view individual sign operational status through the DoubleMap administrative module.

The real-time prediction arrival/departure of the next vehicle is recalculated periodically for all bus stops and the updated information is broadcasted to the message signs. Prediction updates are sent at least every 60 seconds and the signs' internal logic continues to 'count down' from the most recent update. If more

routes serve the bus stop than available lines on the sign, the sign will simply cycle through the routes with a different route displayed every 2 to 3 seconds.

Messages are displayed with route or station identifier and arrival/departure times are shown in minutes for the next two vehicles servicing the stop location. The agency name and the current time of day information are also interleaved among other general public announcement messages.

DoubleMap's LED signs can also be equipped with a passenger activated text-to-speech device, which converts the written text-to-speech for ADA accessibility requirements.

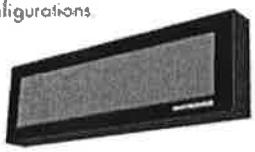
At bus stop locations served by multiple transit agencies, all agencies can be displayed and the system will indicate which routes are served by which agencies on the signs. Cost sharing agreements can make these signs even more affordable.

TECHNICAL SPECIFICATIONS

Pixel pitch	8mm (0.3") center-to-center; 1,600 pixels per sq ft 12mm (0.47") center-to-center; 646 pixels per sq ft
Color capability	1 color (amber)
LEDs per pixel	1 amber
Estimated LED lifetime	100,000+ hours
LED Viewing angle	30°
Contrast enhancement	Contrast enhancing polycarbonate face
Service access	Front access with removable door
Graphic capability	Text, graphics, logos, multiple font styles and sizes
Control software	Venus® 1500 or third-party integrators using Venus® 1500 (SDK) software developers kit
Power	120 or 240 VAC single phase
Display dimming	64 levels (automatic or manual control)
Communication options[3]	RS232, RS422 and Ethernet (wired or fiber)
Compliance information	UL listed, NEMA 4X cabinet, IBC 2009, NEC

DISPLAY CONFIGURATION

8mm and 12mm, monochrome, AF-6300 series displays can be ordered in single-face (SF) or double-face (DF) configurations.



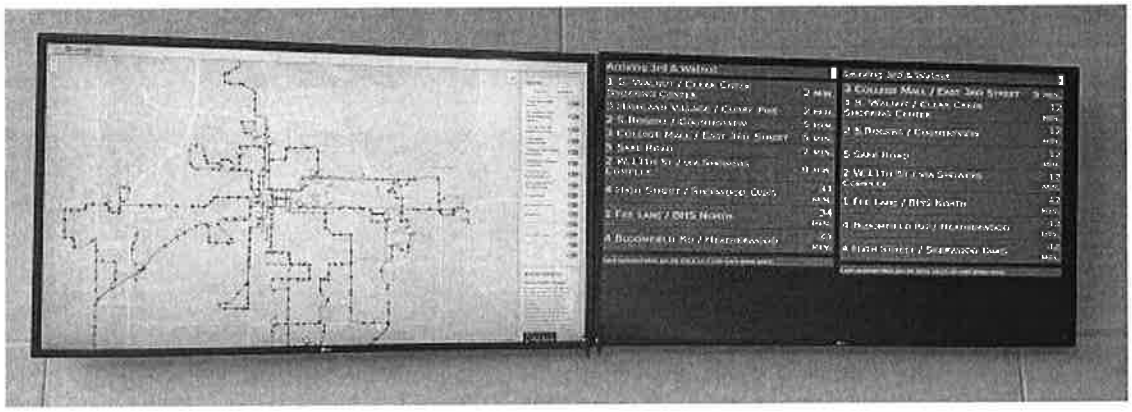
single-face (SF)

double-face (DF)

CMS Abilities

The CMS shall also have the ability to blank out or display user defined messages / announcements entered by the Dispatcher / System Administrator via a Web-based sign controller interface. Following are specifics of the CMS display:

DoubleMap's CMS system is compatible with the ETA module, (detailed in the above section *Estimated Time of Arrival)*, is built to show both inbound and outbound stop times along each route. Additionally, DoubleMap is able to provide clients with an Arrival/Departure board (shown below) that can be used at transfer centers or at any other highly trafficked rider areas.



ETA Countdown

CMS shall display, in real time, the estimated arrival / departure time of the next bus as a countdown in minutes;

DoubleMap is able to comply with this requirement.

Non-Operational Messages

During times when some routes are not in operation, the CMS shall display the message "No Service At This Time" next to any route not in service;

DoubleMap is able to comply with this requirement.

DoubleMAP

LCD/LED Displays

CMS' shall be either an LCD or LED screen capable of displaying between one and nine lines;

DoubleMap is able to comply with this requirement.

Outdoor Usage

CMS' shall be constructed and rated for outdoor installation in a hardened environment such as those common to a roadside or transit installations;

DoubleMap is able to comply with this requirement.

CMS Controllers

CMS controllers shall be securely affixed to the back side of the display with keyed entry;

DoubleMap is able to comply with this requirement.

Brightness Control

CMS' shall have brightness control;

DoubleMap is able to comply with this requirement.

ADA Requirements

CMS' shall produce message that conform to ADA requirements for character legibility and accessibility. At minimum, ADA compliant 3-inch characters (one line) or 2-inch characters (two line) shall be supported;

DoubleMap is able to comply with this requirement. DoubleMap's LED signs can also be equipped with a passenger activated text-to-speech device, which converts the written text-to-speech for ADA accessibility requirements.

Operating Temperature Requirements

CMS' shall be designed for operating outdoors in the temperature range 20°F to 120°F;

DoubleMap is able to comply with this requirement.

Vandal-Resistant Enclosures

CMS must be protected using vandal-resistant enclosures; and

DoubleMap is able to comply with this requirement.

Configurations

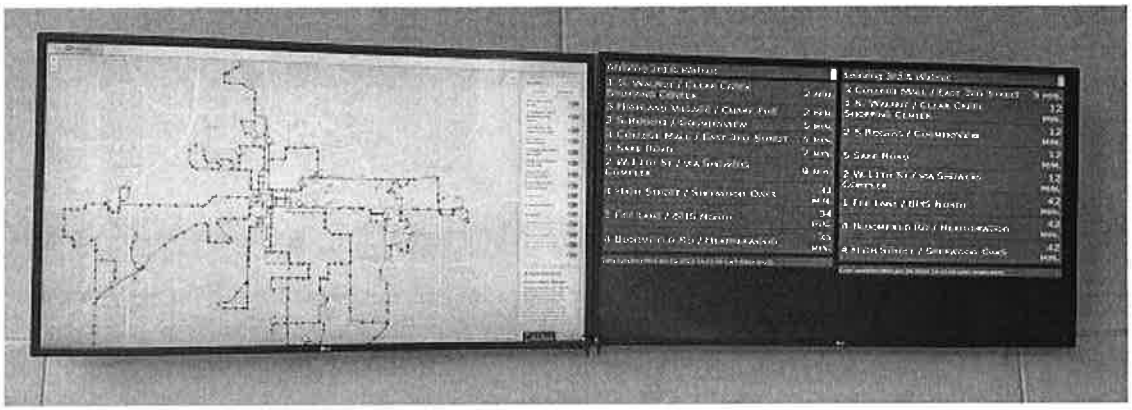
CMS controllers shall be capable of being configured both remotely and locally. Portable computer devices may also be used for performing routine diagnostic maintenance on the signs though local connectivity.

DoubleMap is able to comply with this requirement.

Communication Infrastructure Requirements

PROPOSER must describe the communications infrastructure requirements (e.g., wired Ethernet connections, wireless cellular data communications, etc.). PROPOSER must also describe quantities, display options, sizes, power requirements, and pre-set timing options. PROPOSER should provide sample views of LED and LCD signs.

DoubleMap's CMS signs display real-time bus arrival information and informational text messages via an ethernet communications link to the proposed CMS software module. DoubleMap has included a picture below of a fully installed DoubleMap sign in a transit center that is connected with an additional ASA module. The sign is wireless. Additionally, DoubleMap has included an image of the Arrival/Departure boards, installed in an outdoor capacity at a client site, on the right.



8.5.3 Bus Stop Signage

If PROPOSER's solution requires a unique method for allowing patrons to determine next arrivals at each bus stop, regardless of location, PROPOSER should describe in detail. For example, a bus stop sign may need a unique identifying stop number and a telephone number patrons can call to receive next arrival predictions in real-time (SMS / IVR / QR Code, etc.). PROPOSER should provide cost estimates for sign preparation and on a separate line PROPOSER should provide cost estimates for installation of signs.

DoubleMap is able to provide QR codes that can be placed on existing signs for stop ID information that riders will be able to utilize for DoubleMap's SMS/IVR solutions. If additional signs are needed DoubleMap can provide updated pricing once we have inspected the possible sign locations.

8.5.4 Customer Web Site / Communication Devices

The CITY expects that the PIN will provide real-time arrival information via computers accessing the Internet and to current communication devices such as: cell phones, Smart Phones, Personal Digital Assistants (PDA's), tablets, etc.

DoubleMap is able to comply with these requirements. DoubleMap offers all industry-leading applications as free-to-download on the Android Marketplace, Apple App Store and via Blackberry World. Please refer to the *Smartphone Access* section for more information.

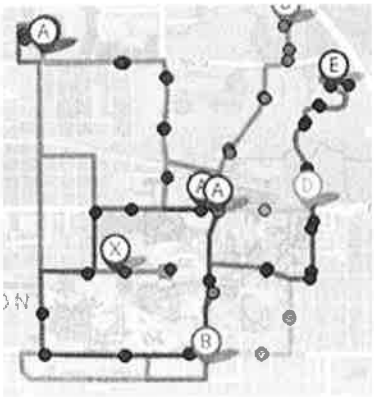
DoubleMAP

Display Information

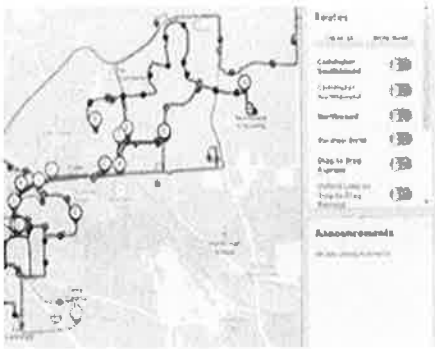
PROPOSER's web page should generate maps for each route and display accurate vehicle information, including route names, street and landmark names, vehicle location and estimated arrival / departure times. The CITY expects that its customers will be able to access route information through the CITY's web site via a link.

DoubleMap provides an optimized solution for riders to access vehicle locations and estimated time of arrival data at an address such as LodiTransit.DoubleMap.com.

DoubleMap provides a public website as a part of the cross-platform map-based experience, which can be accessed from computer web browsers, tablets, and mobile phone browsers (automatically senses when the application is on a mobile phone and makes buttons larger and touch-friendly).



DoubleMap designed this interface using cutting-edge technology (Html5 and Google Maps V3) in order to help riders avoid constant webpage refreshing, but also to create a cross-platform experience. Additionally, riders are able to see all of their stops - not just one or two - at the same time, as well as the ETAs for all of the stops, and where the bus is currently, all in real-time. If a bus is running behind, no problem - the system automatically updates off of an industry-leading 1-2 second polling rate. This industry-leading feature offers a true, real-time experience - there are no jumps or lags in the DoubleMap system, be it on the smartphone application or on the passenger website.



For administrators and the CITY's analytic desires, the DoubleMap website utilizes a full suite of Google Analytics - everything described is easily attained with the click of one button.

Finally, as detailed in the below *Smartphone Application* section, the passenger website, as well as the smartphone application, is built

to remember which routes the user selects. The next time the user opens the site, the only routes activated will be the routes that they have used in the past. These preferences are as easy as touching/clicking the route selection tab.

Web Site Integration

The CITY's preference is to integrate the PIN into the CITY's Transit web site, http://www.lodi.gov/transit/index.html.

DoubleMap is able to comply with this requirement. Integration of the PIN and the website is how DoubleMap approaches all client systems - DoubleMap is able to provide our API documentation as well.

Web Site Features

The CITY web site shall provide, at a minimum, the following features:

Public Access

System shall allow a person using a personal computer, or web based personal mobile device to visit a publicly accessible web address to select a route, direction and stop, and in response receive the current predicted arrival time from the prediction software at the initiating device;

DoubleMap is able to comply with this requirement.

Website Provided Features

PROPOSER shall provide all web pages, data feeds and scripts needed to enable this web service on the CITY's web site;

DoubleMap is able to comply with this requirement.

DoubleMAP

Browser Compatibility

The web pages should support multiple Internet browsers, i.e., Chrome, Internet Explorer, etc.;

DoubleMap is able to comply with these requirements. The DoubleMap real-time passenger website is available on all listed browsers. DoubleMap provides a public website as a part of the cross-platform map-based experience, which can be accessed from computer web browsers (including Internet Explorer, Firefox, Google Chrome, Safari and Opera), tablets, and mobile phone browsers (automatically senses when on mobile phone and makes buttons larger and touch-friendly).

Continuous Updates

The web page shall be continuously updated (whenever a new predicted arrival time is determined), until the user closes the web page;

DoubleMap is able to comply with this requirement. The DoubleMap system fully updates without the need to refesh the webpage.

Web Site Personalization

Web based interface shall allow users to select the routes and stops of their choice for which they want to see real-time vehicle information;

DoubleMap is able to comply with this requirement. The DoubleMap system "remembers" which routes and stops are of importance to each rider/user, and will display only those items after the first visit by the user.

Zoom in / out Capabilities

Web based interface shall provide the ability to zoom in / out and pan the map;

DoubleMap is able to comply with this requirement.

Automatic Display

Map display for the web page(s) shall be automatically formatted to fit the screen size of the customer's device (i.e. mobile device, tablet, personal computer, etc.);

DoubleMap is able to comply with this requirement.

Next Arrival Display

Clicking on a stop icon shall display arrival times for the next three buses or 30 minutes for each route passing by that stop;

DoubleMap is able to comply with this requirement.

PDA Application

PROPOSER shall develop and support a PDA application using a simplified version of CITY's web site specifically designed for handheld devices (e.g., iPhone, Windows OS, Droid Apps, etc.);

DoubleMap is able to comply with this requirement.

HTML5 Format

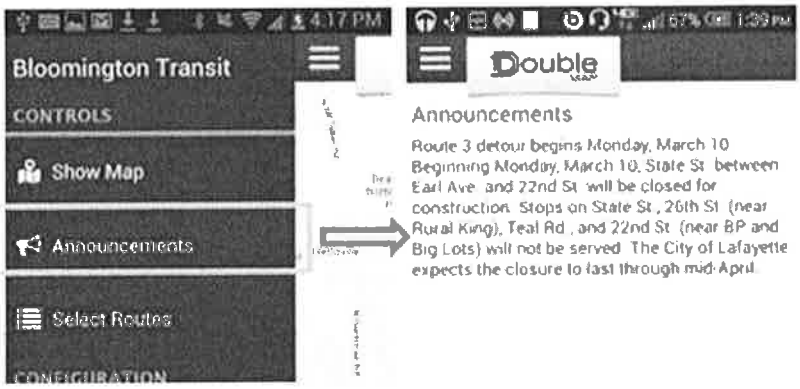
PROPOSER shall develop the PDA application using the HTML5 format; and

DoubleMap is able to comply with this requirement.

Service Alerts

System shall provide the CITY the ability to publish any service alerts on the web site or supported devices.

DoubleMap's announcement platform is designed to quickly disseminate pertinent information to riders and users from the administration-side. Specifically, administrators are provided with an input window through DoubleMap's announcements module where they can enter a message, start date/time, and end date/time. This allows for announcements to be scheduled in advance, pushed in real-time, or scheduled to be live instantly, but last for 4 hours or 7 days as requested. These announcements can be simultaneously pushed to all web interfaces as well as mobile applications. An example of the mobile announcements can be see on the right with the web-based announcements shows below:



8.5.5 Customer Trip Planner

The CITY is a part of Google Transit and as such, expects the PROPOSER to make available accurate trip information from the System to Google Transit. In addition to Google Transit, the PROPOSER shall provide a solution for customers to plan trips via their Smart Phones or PDAs via an application-based Trip Planner. The application-based Trip Planner should allow customers to enter their starting point and destination, make choices about their trip (address, nearby stops, routes, landmarks, etc.), and receive an itinerary based on scheduled service and real time departures. The Trip Planner should

plan the best trips for the day, time, and options specified by the customer. Changing any of the criteria may result in completely different trips.

DoubleMap is able to comply with this requirement.

9.0 Optional Requirements

The CITY requests the PROPOSER include and price for the following options. These options are not in the base System cost because the CITY has not yet made a decision whether to proceed with these options from a cost perspective. The optional costs shall be separately identified in the PROPOSER's Price Summary Table (Exhibit G). These options will be individually selected by the CITY at time of Agreement award.

DoubleMap acknowledges this requirement. Please refer to Exhibit G - Price Summary Table for more information.

9.1 Automatic Passenger Counters (APC)

The PROPOSER shall provide pricing for the option of adding integrated Automatic Passenger Counting (APC) capabilities to the CITY. The hardware and installation used for passenger counting shall be proposed by the PROPOSER, but shall satisfy at minimum the following requirements:

DoubleMap is able to comply with these requirements through the DoubleMap Automatic Passenger Counter Module.

DoubleMap has a plethora of industry-leading partners to choose from for automatic passenger counting. DoubleMap has worked side-by-side with vendors to develop an industry-first Bluetooth solution for wireless communication with DoubleMap's APC hardware. DoubleMap was the first, and only, vendor to successfully integrate APCs wirelessly, which allowed for a less invasive install, lower cost for the client, and real-time passenger data transmission to the administrative module.

DoubleMap has provided a mature Automatic Passenger Counting (APC) Software Package consisting of proven APC Software modules and APC Support procedures applied to the APC data generated by the DoubleMap AVL system present on vehicles. The DoubleMap APC Software application being proposed for has been implemented at approximately eighty (80) large and small transit agencies using DoubleMap on-bus APC hardware along with an additional ten (10) sites where DoubleMap APC Software has been applied to APC data generated by non-DoubleMap APC on-bus hardware. The proposed application of

DoubleMap's APC Software at Lodi is quite consistent with the transit agency APC Software applications of DoubleMap's APC Software package.

DoubleMap's APC Software package, including all necessary support/training, will produce both measurable and non-measurable benefits in excess of the investment in DoubleMap's APC Software package. The APC Return-On-Investment (ROI) realized will take the form of improved service productivity, improved service quality, and access to an up-to-date, highly accurate, and comprehensive set of information to meet analytical requirements. Given the export of quality raw APC data from the DoubleMap AVL system along with APC data generated from DoubleMap's on-bus APC equipment, DoubleMap's APC Software package will produce reports/analyses that will identify cost savings resulting in a ROI of 200%-400% within the first two (2) years of implementation.

Finally, DoubleMap offers "private" routes, allowing administrators to privately track vehicles on routes and stops that have recently been changed, or recent additions, all without the public being able to see the routes/stops.

Digital Passenger Count (DPC)

DoubleMap has also developed its Digital Passenger Count (DPC) system in order to meet the passenger count needs of transit agencies without APCs installed or one that chose to install APC's on only a part of their fleet. The DPC software provides drivers the ability to input passenger boardings by type through a touch-based input on DoubleMap's MDT – which has typically been accomplished through physical clickers or paper tallies.

With DoubleMap's DPC, drivers are able to enter information through a touchscreen interface, which collects and sends data in real-time to DoubleMap's servers.

Each time a driver enters in passenger data, the DPC attaches a timestamp and total load by stop – which provides real-time information to administrators. Administrators are then able create instant reports, which show passenger boardings by day, month, year. This data can be further drilled down to display boardings by bus/route/stop/time.

Additionally, the DPC module provides the ability to customize its interface – which has allowed DoubleMap to create custom interfaces for system-specific passenger types and add a button for 'number of passengers left behind'.

Customizable features such as system-specific passenger types provide rider segment information that has typically required fareboxes or card reading systems to collect, and is not captured through APC hardware.

This robust functionality has results in many clients using the DPC module in place of APC hardware, but several of DoubleMap's existing client chose to use the DPC in conjunction with existing APC's for rider-type information segments, and to collect backup data for FTA approval of their APC data for NTD reports.

Separate Passenger Counting

APC shall be able to separately count successive passengers that are walking as close together as is practicable, either one behind the other or side by side;

DoubleMap is able to comply with this requirement.

Accuracy Detection

APC shall accurately detect passengers boarding and alighting and eliminate false positive counts of passengers;

DoubleMap's APC ensures accurate detection of passengers and does not account for false positive counts caused by foreign objects (i.e. wheelchairs, strollers, etc.)

Multiple Entry Doors

APC shall support multiple entry doors;

DoubleMap is able to comply with this requirement.

Doorway Detection

APC shall have the ability to detect whether the vehicle door is open or closed (the APC shall only count passengers when the door is open);

DoubleMap is able to comply with this requirement.

Data Compilation and Integration

Data shall automatically be compiled by the APC and integrated to the VLU in real-time;

DoubleMap's APC system automatically compiles data and allows administrators to pull reports using the workstation application.

DoubleMAP

Time-stamped Data

APC data shall time-stamp for ease in associating the counts to validating farebox data; and APC data shall be stored along with stop records within "trigger zones".

DoubleMap is able to comply with this requirement.

9.2 Interactive Voice Response (IVR) System

As an option, the CITY desires to enrich the riding public's experience via an Interactive Voice Response (IVR) system. The PROPOSER shall provide a method for allowing customers to determine next arrivals at each bus stop, regardless of location via a telephone-based Interactive Voice Response (IVR) system. The IVR should support, at a minimum, the following features:

DoubleMap's system allows users to dial a local telephone number, enter the Stop ID and receive arrival information.

Next Arrival Predictions

IVR shall be interfaced with the next arrival prediction software to access current prediction data for a selected stop;

DoubleMap is able to comply with this requirement.

Arrival Information

IVR shall respond to a customer request with real-time arrival information for the next 3 buses or 30 minutes of the requested stop; and

DoubleMap is able to comply with this requirement.

Voice Prompts

IVR interface shall consist of voice prompts to which the customer may respond by either voice commands or by touch-tone key selection.

DoubleMap is able to comply with this requirement.

Spanish Language

IVR shall have a Spanish language option.

DoubleMap is able to comply with this requirement.

9.3 Bus Stop Surveys

In the event that the CITY's Google Earth stop geo-codes are inadequate in accuracy, PROPOSER should provide costs for surveying and uploading survey data for approximately 188 bus stops.

Please refer to Exhibit G - Price Summary Tables for more proposed costs for this requirement.

DoubleMAP

10.0 Architectural Requirements

10.1 Hosted / Managed Services

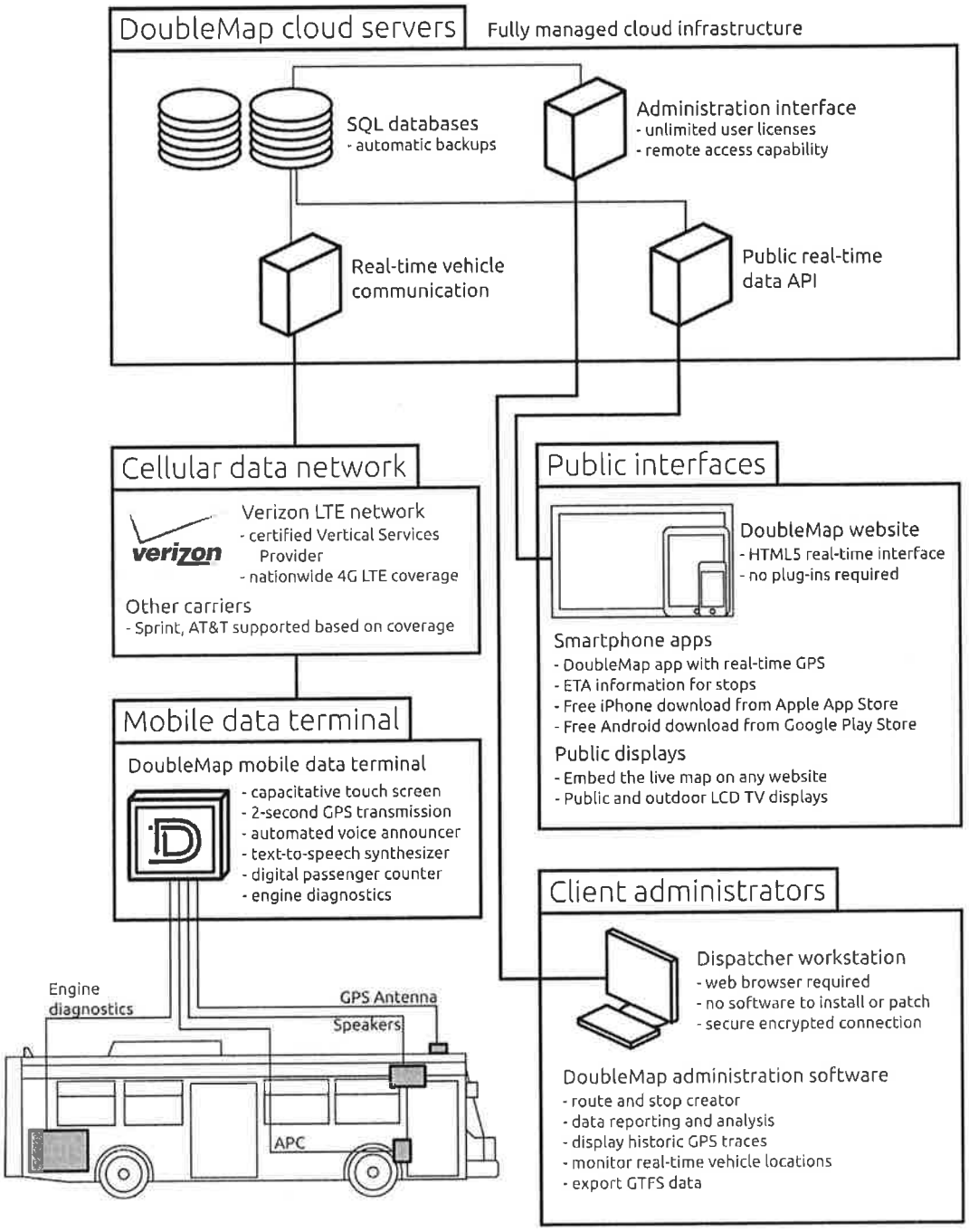
The CITY wishes to have the System entirely Hosted and Managed by the CONTRACTOR. The PROPOSER will recommend and price the System architecture required supporting their proposed solution(s). The PROPOSER will also provide the CITY with a Service Level Agreement for expected performance levels, System availability, scheduled maintenance, repairs, backups, database maintenance, archiving, Disaster Recovery procedures, etc.

DoubleMap is able to comply with this requirement and will provide a Service Level Agreement upon contract award. The main benefit for DoubleMap's cloud solution is that it frees transit agencies from the monetary and time costs of maintaining their own servers, but has additional advantages as well. Security concerns are also minimized because there is no requirement for giving a third-party access to an internal network. No VPN credentials needed means there are no VPN credentials that are shared with unauthorized parties.

Furthermore, DoubleMap is willing to sign a third-party access agreement and provide information about the service-level agreement can be presented upon request. DoubleMap's system has robust SSL certifications which build upon a comprehensive, cross-platform experience. DoubleMap's administrative platform is able to be accessed and utilized in any physical infrastructure and by any device, including tablets such as the Apple iPad.

The following page outlines DoubleMap's system architecture.

DoubleMAP


DoubleMap cloud servers
Fully managed cloud infrastructure
SQL databases
- automatic backups
Administration interface
- unlimited user licenses
- remote access capability
Real-time vehicle communication
Public real-time data API
Cellular data network
verizon
Verizon LTE network
- certified Vertical Services Provider
- nationwide 4G LTE coverage
Other carriers
- Sprint, AT&T supported based on coverage
Public interfaces
DoubleMap website
- HTML5 real-time interface
- no plug-ins required
Smartphone apps
- DoubleMap app with real-time GPS
- ETA information for stops
- Free iPhone download from Apple App Store
- Free Android download from Google Play Store
Public displays
- Embed the live map on any website
- Public and outdoor LCD TV displays
Mobile data terminal
DoubleMap mobile data terminal
- capacitative touch screen
- 2-second GPS transmission
- automated voice announcer
- text-to-speech synthesizer
- digital passenger counter
- engine diagnostics
Client administrators
Dispatcher workstation
- web browser required
- no software to install or patch
- secure encrypted connection
DoubleMap administration software
- route and stop creator
- data reporting and analysis
- display historic GPS traces
- monitor real-time vehicle locations
- export GTFS data
Engine diagnostics
GPS Antenna
Speakers
APC

DoubleMAP

10.2 Information Technology Architecture

The PROPOSER's System must be an "out-of-the-box" application from a Hosted Data Center, and accessible from any Internet capable desktop / laptop / tablet etc., via access rights. PROPOSER must clearly detail whether or not the CITY will own the software, hardware and have full ownership and license rights to the complete System. The PROPOSER shall ensure that the solution provides for 99.999% uptime during the CITY's service hours, exclusive of scheduled maintenance activities.

DoubleMap shall retain all proprietary software but will provide the CITY with unlimited user registration and access. DoubleMap is capable of providing a solution that fulfills the requirement for 99.999% uptime during service hours. DoubleMap is entirely web-based, and provides several different levels of users on an account, detailed below:

Each account is created instantly upon request. DoubleMap is able to offer unlimited accounts - the CITY administrators can make as many accounts as they would like at the press of a button. DoubleMap administrators play no part in this - CITY administrators are able to create accounts from their own computer. Four user types exist within DoubleMap, which provide enhanced management oversight to administrative staff. Each user will be provided with a Username, Display Name and password that he/she uses to login/logoff.

DoubleMap allows for four options for account privileges as listed below:

- Viewer
  - Has ability to view the system, but unable to make any changes
- Dispatcher
  - Has ability to view the system
  - Has ability to route/assign vehicles
  - Has ability to view historical data on vehicles and run reports
- User
  - Has all abilities of a dispatcher
  - Has ability to create/edit/delete routes
  - Has ability to create/edit/delete stops
- Admin
  - Has all abilities of a user
  - Has the abilities to create/edit/delete user accounts

10.2.1 Ownership of Data

All data collected by the System shall remain the property of the CITY. Access (at the data / database level) to all data collected by the System must be made available to third parties at the CITY's request via either daily extracts or direct System access. For extracts, PROPOSER should indicate which method would be used (XML, RSS, JSON, SQL, CSV, HTML, HTML5, Excel, etc.). Data generated for the CITY by the PROPOSER shall be available to the CITY and its agents at all times.

DoubleMap is able to meet this requirement. DoubleMap stores data in a standard data retention. Data will be stored in standard retention formats for two (2) years.

<u>Standard Data Retention</u>

DoubleMap ensures that all data is retained for up to two (2) years for live access. Standard data retention displays each set in one minute intervals. This allows the data to be used in historical reports and audits.

Operational Data Ownership

The CITY will provide to the PROPOSER all bus-stop, vehicle, route, schedule, rider, transfer information and any other data relevant to its operations at Notice to Proceed.

DoubleMap is able to comply with this requirement.

10.2.2 Scheduled Maintenance

All software maintenance shall be performed outside of the CITY's revenue service hours and updates shall be downloaded in batches to minimize downtime and maximize data transfer rates. The PROPOSER shall perform scheduled maintenance on its databases, web applications and field elements in accordance with an approved maintenance schedule.

DoubleMap is able to comply with this requirement.

10.2.3 Continuity of Services

Upon the CITY's written notice, the PROPOSER shall furnish transition services during the last 90 days of the term of the Agreement. The PROPOSER shall develop with the successor CONTRACTOR or the CITY, a Transition Plan describing the nature and extent of transition services required. The Transition Plan and dates for transferring responsibilities for each division of work, shall be submitted within 30 days of notice from the CITY. Upon completion of the CITY's review, both parties will meet and resolve any additional requirements / differences. The PROPOSER shall provide experienced personnel to ensure that the services are maintained at the level of proficiency required by the Agreement.

DoubleMap is able to comply with this requirement.

DoubleMAP

DoubleMAP

11. Additional Requirements

11.1 Reports

Relevant and accurate reports are an important component for the success of the CITY's operations, service planning, customer service, and other CITY stakeholders. Various operational reports shall be provided as part of the System which will allow the CITY to monitor system performance and to reconcile the daily, weekly, and monthly service activities. All data generated in the System shall be retrievable through reports and screens. Reports and screens shall be made available through the database on an adhoc basis and shall have various selection and sort criteria.

DoubleMap is able to comply with this requirement through the DoubleMap Reporting Suite. All DoubleMap reports are exportable into an Excel format with one click. The administrator has the ability to export the Excel list through a CSV output or using the one-click 'view' button. Clicking the view button displays geo-specific data for the specified speeding instance through DoubleMap Bus History and Route History modules as described below. This allows the administrators to derive a greater level of context for where the speeding occurred, what time, which bus, which route, and who was driving.

Bus History Module

DoubleMap provides a robust "breadcrumb" replay map displaying historic bus locations. The history tool empowers Administrators to rewind a single bus location or select a route and view the exact locations of multiple buses over a precise period of time.

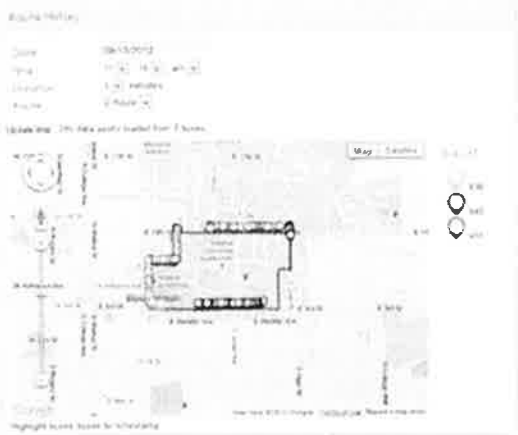
Administrators select a specific, date, time, route, and range to observe a vehicles exact location. DoubleMap displays the actual GPS point, so DoubleMap administrators and DoubleMap have millions of data points to utilize when determining a vehicle's location, speed, idle time, and heading.

For example, the figure on the right shows where bus 640 was located in the fifteen minute span between 11:00am and 11:15am on 12/12/12.

Route History Module

The bus history module is vital to driver management and route improvements, but DoubleMap also provides a route history module to aid dispatchers in answering incoming rider calls.

For example, the route history in the figure on the right displays information for all three vehicles servicing the D route at 11:18am. The vehicles are color coded on the rider side of the image, and correlate with heading by



turning the vehicle icon color progressively darker as movement occurs. The results in this figure would equip an employee with an invaluable snapshot for dispatchers to instantly answer and remedy any rider call-ins or complaints.

Canned Reports

The PROPOSER shall specify what types of canned reports are available in the System (provide samples in Proposal) and what types of custom reports will be provided to the CITY. The following examples represent the types of reports the CITY would like to receive in order to better manage operations and maintenance as well as the riding public's usage:

The DoubleMap canned reporting module provides an extensive collection of management dashboard reports and is able to provide the NTD information in addition to other management reports (detailed below). All reports are accessible through a web browser interface for viewing and accessing historical information in the internal database. The reports allow managers to gain greater insight and control over their plans, schedules and communications. For each report, the system presents a web page so that agency staff can access the system remotely.

DoubleMap reports will enable managers to improve a number of performance factors, including schedule adherence and headway management. For instance, schedule adherence reports will allow managers to maximize on-time performance, and provide the ability to drill down through multiple layers of data to get at the root cause of scheduling problems. Administrators can also look for patterns over a period of time or performance at a specific time. These tools are helpful for improving existing routes as well as planning future routes.

Reporting tools are available to facilitate the generation of performance metrics, analysis of daily operations, and long-term planning. Once a report has been generated, the user is able to quickly export it to an alternative format. These formats include Printable, Plain Text, and CSV Spreadsheet, which are useful for data analysis or distribution via electronic mail. In addition to the standard reports, DoubleMap has the capability of providing NTD reports.

Several included reports are outlined below:

NTD Reports

National Transit Database (NTD): Provide reports in accordance with Federal Transit Administration (FTA) rules both monthly and annually.

The DoubleMap reporting module provides an extensive collection of management dashboard reports and is able to provide the NTD information in addition to other management reports (as previously mentioned).

DoubleMAP

Schedule Adherence Report

Schedule Adherence Report: Measures Coach Operator on-time performance.

Schedule adherence reports will allow managers to maximize on-time performance, and provide the ability to drill down through multiple layers of data to get at the root cause of scheduling problems. Administrators can also look for patterns over a period of time or performance at a specific time. These tools are helpful for improving existing routes as well as planning future routes.

Below is a sample headway analysis report.

Route	Direction	Avg Headway	Min Headway	Max Headway	Std Dev	Sample Count
A	To Stadium	0:30:09	0:24:05	1:01:06	4.02	184
A	To College Mall	0:28:53	0:23:10	0:37:20	3.62	234

Average Arrival Times Report

Average Arrival Times Report: Measures statistical mean of arrival times for user-defined parameters such as stop, route, vehicle, Coach Operator, reporting period, etc.

DoubleMap provides a robust report for retrieving average trip time. Administrators are able to produce reports for each route through the input screen. They are also prompted to select a date range from within the same prompt. An example of this can be seen below:

Route Travel Time Data

Download CSV File

Stop ID	Stop Name	Time (min)	Cumulativ	Data Points	Dwell Time	Data Point
145	Downtown Bloo	6.2	0	122	0.2	123
405	Center and Oakl	3.4	3.4	130	0.2	148
406	Center and Wood	0.6	4	159	0.2	148
415	Veterans Parkw	4.5	8.4	132	0.1	140
416	Fox Creek and	2	10.4	130	0.2	135

Upon entering in the route and date range, the report will generate an output form that is visible from within the web view. The data shows is segmented by Stop ID/Stop name, and provides the following information:

- Avg time between each sequenced stop
- Avg cumulative time through the sequence of stops.
- Including the average time for the entire trip
- GPS data points between each stop
- Dwell time at each stop
- Cellular data points between each stop

Detailed Trip Log Report

Detailed Trip Log: Records passenger activity (if APC option is exercised) by stop and arrival and departure times, based on user-defined parameters including stop, route, vehicle, direction, etc.

Doublemap is able to comply with this requirement. Please refer to the *Automatic Passenger Counter* module for more information.

Passenger Miles Travelled Report

Passenger Miles Travelled Reports (if APC option is exercised)

DoubleMap is able to comply with this requirement. Please refer to the *Automatic Passenger Counter* module for more information.

Mileage Report

Mileage Report: Summarizes vehicle mileage for revenue and non-revenue service.

DoubleMap is able to collect mileage data in order to count usage by multiple variable input types. Specifically, administrators can select to filter data by miles driven vs revenue hours, by route or bus, and over the course of a specific date range. An example of the web-based input form and output report can be seen on the bottom left below and to the bottom right

DoubleMAP

Mileage Report

Primary dimension	(•) Miles ( ) Hours
Second dimension	(•) Route ( ) Bus
Date range	Start Date February 17 2014
	End Date March 24 2014
Group by	(•) Day ( ) Month ( ) Year
	Retrieve data

Mileage Data

Route ID	Route Name	2014-02-17	2014-02-18	2014-02-19	2014-02-20	2014-02-21
1522	2 S.Rogers/...	161	158	161	165	162
1523	7 Henderson...	330	346	344	322	342
1526	2 South Rog...	0	0	0	0	0
1527	2 W.11th St/...	160	162	161	165	170
1528	2 West 11th ...	0	0	0	0	0
1529	1 Fee Lane/...	217	224	220	227	225
1530	1 Fee Lane/...	0	0	0	0	0
1531	1 S.Walnut/...	282	288	284	283	281

Shift Report

Shift Report: Records the timestamp for Coach Operator login and logout from AVL / MDT / VLU System.

Administrators and managers are able to filter the report by vehicle ID, date range, and idle ranges. DoubleMap combines this data with clock in/out data in order to produce a report for block assignments, which is detailed below:

Hide form

Asset No: 3662

Passenger Count Inspections: None

Passenger Count Types: None

Run Type Inspections: None

Run Type ADC: None

Zone: -- all --

Alternative Schools
Aces
Alps
(hold Ctrl to select multiple zones)

Date: from 2012-11-07 00 : 00 to 2012-11-07 23 : 59

Only include Idle/Stop Times: longer than 00 : 00 MM : SS

Only show stops

Generate Report

Asset: 0188

Time	IN/OUT	Zone	Miles	Trip	Idle	Stop	Travel	Avg mph	Max mph	Duration	Elapsed
2012-10-09 00:00:00			0	0							
07:01:54	OUT	Main Yard	0.2	0.2	-	-	-	-	-	-	00:00:00
07:01:54	IN	Bus Yard Entrance	0.2	0.0	-	-	00:00:00	11.5	11.5	00:00:00	00:00:00
07:02:13	OUT	Bus Yard Entrance	0.2	0.0	-	-	00:00:19	16.5	21.5	00:00:19	00:00:19
07:02:31	IN	K18	0.3	0.1	-	-	00:00:18	19.7	21.5	00:00:18	00:00:37
07:02:50	OUT	K18	0.5	0.2	-	-	00:00:19	29.3	45.6	00:00:19	00:00:56
07:04:31	IN	211	0.9	0.4	-	-	00:01:41	16.7	43.6	00:01:41	00:02:37
07:04:56	OUT	211	1.2	0.3	-	-	00:00:25	30.9	44.2	00:00:25	00:03:02
07:11:04	IN	M10	3.3	2.1	-	-	00:06:08	19.8	44.2	00:06:08	00:09:10
07:11:22	OUT	M10	3.4	0.1	-	-	00:00:18	23.8	27.3	00:00:18	00:09:28
07:32:44	IN	ABES	9.9	6.5	00:02:16	-	00:19:06	18.1	49.4	00:21:22	00:30:50
07:36:51	OUT	ABES	10.3	0.4	-	-	00:04:07	5.7	20.3	00:04:07	00:34:57
08:24:51	IN	Tec Williams/Shoal Creek	16.0	5.7	00:02:36	00:31:44	00:13:40	17.0	59.4	00:48:00	01:22:57
08:25:36	OUT	Tec Williams/Shoal Creek	16.2	0.2	-	-	00:00:45	21.5	44.8	00:00:45	01:23:42
08:33:54	IN	K18	19.0	2.8	00:02:45	-	00:05:33	27.0	51.1	00:08:18	01:32:00
08:34:47	IN	red light	19.1	0.1	-	-	00:00:53	6.9	13.8	00:00:53	01:32:53
08:35:05	OUT	K18	19.2	0.1	-	-	00:00:18	14.6	16.3	00:00:18	01:33:11
08:35:05	OUT	red light	19.2	0.0	-	-	00:00:00	16.3	16.3	00:00:00	01:33:11
08:35:24	IN	Main Yard	19.2	0.0	-	-	00:00:19	14.4	16.3	00:00:19	01:33:30
23:59:00			19.2	19.2							
		Total:	19.2	19.2	00:07:37	00:31:44	00:54:09				

Exception Report

Exception Reports: Measure the frequency of occurrences for exceptions to user-defined parameters such as speed limits (by segment or global), route adherence, etc.

DoubleMap is able to comply with this requirement. Please refer to the above report for more information.

Performance Report

Performance Reports: Reports shall be made available on the System that display summarized and detailed data on the status of operation, including a description of any failure (e.g., AVL downtime).

DoubleMap provides an interactive schedule adherence platform that utilizes real-time AVL information to relate overall system performance and schedule on-time adherence. The on-time performance tool is capable of producing reports based on full route or by individual stop/vehicle on the selected route or for the full fleet. This tool then allows administrators to select a date range and on-time threshold.
A screenshot of the report can be seen in the figure below. In this example, administrators are able to see the schedule adherence data for the stop location at Rainbow and Hershey along the Brown F route from March 2nd – March 14th. The adherence threshold is set for 7 minutes early or late. In this case, there were 10 instances of buses being outside of the 7-minute adherence threshold, but none of them were early. A pie chart provides a visual representation of all trips in the webview, but administrators also have the ability to click the 'Download'.

On-Time Performance Report

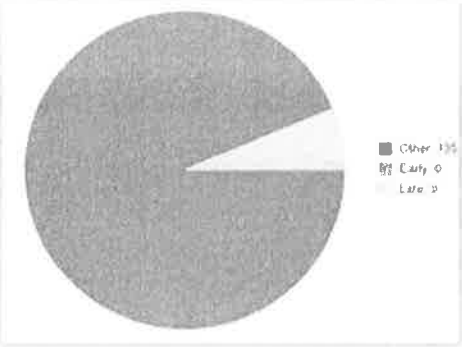
Route	Brown F
Stop	232 - Rainbow and Hershey
Start Date	March 2 2014
End Date	March 14 2014
Threshold (min.)	7

Retrieve data

On-Time Performance Data

Download CSV File

Stop ID	Stop Name	Bus	Departure	Scheduled	Difference
232	Rainbow and	406	2014-03-03 1	11:15	7
232	Rainbow and	503	2014-03-05 1	18:15	7
232	Rainbow and	901	2014-03-06 1	18:15	11
232	Rainbow and	501	2014-03-07 1	14:15	8
232	Rainbow and	401	2014-03-10 1	16:15	8
232	Rainbow and	501	2014-03-11 1	16:15	9
232	Rainbow and	405	2014-03-11 1	17:15	9
232	Rainbow and	407	2014-03-12 0	07:15	7
232	Rainbow and	501	2014-03-12 0	08:15	7



Additional Customized Reports

In addition to the PROPOSER's standard reports, up to 20 additional customized reports may be requested by the CITY at no additional cost.

DoubleMap is able to create additional customized reports as required by the CITY.

11.2 Training

The PROPOSER shall provide a comprehensive training program that prepares CITY staff for operation, administration, elementary troubleshooting, maintenance and System Administration of the System components provided by the PROPOSER. Training may be conducted by the PROPOSER, the PROPOSER's sub-PROPOSERs, third-party software suppliers, and / or original equipment manufacturers (OEMs). The PROPOSER's training program shall include formal and informal instruction, models, manuals, diagrams and component manuals and catalogs as required. Where practical and useful, training should be hands on and should use actual System software and screens on a work station and actual equipment on the fleets.

The following is a list of standard training courses that DoubleMap provides. Training is always specifically tailored to meet the needs of the clients, depending upon the options selected and the timeframe available for scheduled training.

Fixed Route Supervisor Training

Think of this as a "train-the-trainer" course. DoubleMap wants to ensure the CITY supervisors have full knowledge of the system to allow the drivers and other maintenance staff to succeed. This training is proposed as a 2-3 hour module and can accommodate for multiple attendees.

In-Vehicle Hardware Overview and Best Practices

This course training revolves around Mobile Data Terminal operation for drivers as well as best practices to ensure minimal disruption of the system when in operation. We will also cover ASA and passenger counters, if those options are selected or added at a future date. For this module, DoubleMap actually provides this training during installation to ensure all maintenance staff and crew are best equipped to work with the system in the longer-term.

Data Mining & Analysis Training

The focus of this course is to provide training on all back-end reporting and statistical tracking methods for the CITY's system. These metrics govern your daily operations as well as budget for future transit plans. This includes, but is not limited to:

- On-Time Performance Reporting
- Vehicle Mileage Analysis
- Off-Route Reporting
- Speeding Reports
- GTFS Exporting Package (for Google Transit/Trip Planning)
- Headway Analysis and Reporting

Finally, DoubleMap proposes a 2-hour training module for any/all administrative access users:

DoubleMAP

System Administration Training

This training covers all CAD/AVL components, all ASA access/tools, Google Transit administration, and any other proposed topics. This course is highly technical, and is proposed as a 2-hour training module for administrative access users

Real-Time Passenger Information System Training

This training session ensures your supervisors understand how input data works through the CAD/AVL system to display real-time information to all passenger-facing websites, kiosks, LCDs, iPhone/Android applications. For detours, system alerts, and on-demand changes -- the CITY's staff can easily make changes and push out information to the public in real-time.

Vehicle Operator Instruction

Most drivers will have an identical user experience, so DoubleMap takes this time to ensure all drivers are aware of what input protocols are needed to have the system run smoothly. DoubleMap also covers relevant FAQs which DoubleMap has seen across the existing client base. This is proposed as a 1 hour training course for all drivers.

Training Materials and Manuals

All training materials and manuals shall be produced in hard copies sufficient to provide one copy for each person being trained and one (1) reproducible set of documentation and one copy on approved electronic media. Unless otherwise noted by the CITY, the PROPOSER shall be solely responsible for supplying all of the items necessary to complete the training requirements, and the PROPOSER shall indicate in the Proposal the cost of materials and time assumed for training.

DoubleMap is able to comply with this requirement.

11.2.1 Training Plan

The PROPOSER will develop a training plan and will be responsible for providing training to all users of the System including the Coach Operators, Dispatchers, Supervisory Staff, Managers, and Maintenance Personnel. The PROPOSER should include how and what type of training will be carried out as well as describe their overall user training approach.

DoubleMap is able to comply with this requirement.

Training Plan Details

The PROPOSER shall submit a Training Plan detailing the following:

Overall Description

Overall description of the training program;

Please refer to *Section 11.2 Training* for more information.

DoubleMAP

Duration of Courses

Breakdown of total number of hours devoted to training; hours of classroom training, number of classes, anticipated number of students, hours developing training materials, etc.;

DoubleMap offers online training courses and each training session lasts between 1-4 hours. DoubleMap can accommodate all personnel appointed by the CITY based on the current fleet size.

Training Delivery Schedule

Proposed training delivery schedule;

Please refer to Section *11.5.2 Installation* for more information.

Purpose of Each Class

Purpose of each training class;

Please refer to Section *11.2 Training* for more information.

Attendees

Who should attend class;

Please refer to Section *11.2 Training* for more information.

Duration of Classes

Anticipated duration of the class (hours / days);

All of DoubleMap's training sessions last between 1-4 hours long, usually on the shorter side.

Training Materials and Guides

Training materials, including manuals, guides and other supporting items, and techniques to be used; and

DoubleMap is able to comply with these requirements.

Facility / Equipment Requirements

Facility / equipment requirements

DoubleMap offers standard online training courses but can accommodate classroom training if required.

DoubleMAP

Training Assumptions

The PROPOSER shall assume that CITY staff do not have any specific knowledge of the System; however the PROPOSER can assume that staff are generally qualified for the function for which they are being trained in (e.g., Coach Operator, dispatcher, maintenance, System Administration, etc.).

DoubleMap acknowledges the CITY's staff general qualifications and will provide training to match each users' functions.

11.2.2 Supplemental Training

The CITY requires that the PROPOSER provide follow-up training approximately 90 days after Final Acceptance. Follow-up training on System operation may take place remotely, such as through a "webinar" or other web-based workshop environment. Supplemental training shall be supplied at no cost to the CITY and should be factored into the PROPOSERs Cost Proposal. The CITY will determine the time, location, and extent of any supplemental training in consultation with the PROPOSER.

DoubleMap acknowledges the CITY's requirements for follow-up training and will accommodate accordingly.

11.3 Testing

The PROPOSER is responsible for all test logistics (e.g., arranging for vehicles and drivers, and providing other testing services) and coordination activities. The CITY reserves the right to:

Witness Tests and Inspections

Witness any and all tests and inspections required by these Specifications;

DoubleMap is able to comply with this requirement.

Test Records

Inspect test records at any time; and

DoubleMap is able to comply with this requirement.

Additional Testing

Perform additional testing, beyond that specified herein, of any equipment or material at any time to determine conformance with the Agreement requirements.

DoubleMap is able to comply with this requirement.

11.3.1 30-Day Rolling Operational Test

The Operational Test is to ensure that the System, as installed in the field, works properly as a fully integrated System. Prior to the start of the 30-day Rolling Operational Test, all outstanding testing variances must be corrected. All training of the Dispatchers, Coach Operators, CITY staff, and other relevant users must also be completed. During testing, no adjustments, modifications, or substitutions shall be made to the System by the PROPOSER, except with the approval of the CITY.

DoubleMap is able to comply with these requirements.

Functionality Tests

Functionality tests shall verify that the PROPOSER's features and functions of the System have been properly designed and implemented. The following items, as a minimum, shall be included in the Function Tests:

Hardware Testing

Testing of the proper functioning of all hardware, both individually and collectively;

DoubleMap is able to comply with this requirement.

Software Testing

Testing of the proper functioning of all software and firmware features and functions;

DoubleMap is able to comply with this requirement.

On-Board Functions

Testing of all on-board functions;

DoubleMap is able to comply with this requirement.

Interface Testing

Testing of all user interface functions;

DoubleMap is able to comply with this requirement.

System Response Times

Verification that System response time requirements have been met; and

DoubleMap is able to comply with this requirement.

System Stability

Verification that System stability and availability is free of problems.

DoubleMap is able to comply with this requirement.

Intended Stability of Systems Testing

This test is intended to verify the stability of the System to satisfy the integrity and reliability of the System. The CITY's desire is that no "down time" be experienced during 30 consecutive days, either on vehicles or as a System. If there is a failure of the System during this time, or if 2 or more vehicles experience the same issue, the PROPOSER will identify and correct the problem. The CITY, at its sole discretion, will determine if the problem necessitates a resetting of the 30-Day Rolling Operational Test.

DoubleMap is able to comply with this requirement.

11.4 Documentation

Documentation is an important element for the preservation of the knowledge transfer that will take place as part of the Project and along with the training will facilitate the CITY's transition to the new ITS. The PROPOSER, as part of their Proposal response, shall provide samples / examples of their training and maintenance documentation, quick reference guides, etc.

DoubleMap is able to provide any necessary examples/samples/documentation upon request.

Maintenance Service Manual

The PROPOSER shall provide a Maintenance Service Manual and a "Fingertip" Troubleshooting Guide for use by technical personnel assigned to the maintenance of any component installed as parts of the System and for any third party products. The "Fingertip" guide will be essential for component diagnosis to aid problem resolutions for both the CITY and the CONTRACTOR.

DoubleMap is able to comply with this requirement.

11.5 Design / Implementation

11.5.1 Work Standards and Requirements

The CONTRACTOR shall provide project management and oversight of all work performed. The CONTRACTOR shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay CITY operations. The CONTRACTOR shall make every effort to schedule the work around service times. The CONTRACTOR shall arrange for design reviews with the CITY. Any unapproved modifications and implementation efforts conducted without the CITY's concurrence will be at the CONTRACTOR's own risk.

DoubleMap is able to comply with this requirement.

11.5.2 Installation

The CONTRACTOR shall supply all personnel, tools, materials and equipment required to perform installation of the System. The CONTRACTOR is also responsible for procurement, installation, terminating and testing all equipment furnished for Project.

DoubleMap's installation procedures can be summarized in five holistic phases, which take us from initial, basic ITS discussions thru the project's overall acceptance and the "Go-Live" phase.

❖ **Phase 1: Initiate** – DoubleMap and the CITY will discuss the project scope, goals and deliverables. DoubleMap proposes a rigid timeline for data migration, training, installation, testing and the go-live phases. Recurring meetings are scheduled, and the appropriate CITY staff is assigned to specific project needs and/or oversight. DoubleMap also collects any GTFS, routing, scheduling and existing manifests for use in the new overall ITS system. **Completed within 3 weeks of notice to proceed.**

❖ **Phase 2: Design** – DoubleMap's development and operations teams will cleanse and import critical data to the new CITY CAD/AVL module. If no such data exists, these teams will work alongside CITY staff to analyze, design and input the necessary data. The resulting CAD/AVL system framework will be launched internally, although the system will not be functional until phase 3 is complete. **Completed within 6 weeks of notice to proceed.**

❖ **Phase 3: Build & Deploy** – Mobile Data Terminals (MDTs) are installed with software modules at this point. Next, the physical installation and on-board wiring takes place for each vehicle. DoubleMap then begins internal testing of the CAD/AVL modules, based on success metrics compared across existing client base. The system collects historical timing data for use in DoubleMap's estimated time of arrival (ETA) algorithms. **Completed within 10 weeks of notice to proceed.**

❖ **Phase 4: System Acceptance** – An internal pilot of the whole system takes place. The CITY staff is trained across all practical uses of DoubleMap hardware and software modules. The CITY staff members join DoubleMap in monitoring the deployed system in real-time for feedback and system acceptance. ETA predictions will be released internally to the CITY for review and acceptance prior to public launch. **Completed within 15 weeks of notice to proceed.**

❖ **Phase 5: Go-Live** – Live map, mobile applications, and smartphone apps will be released to your riders. ETA predictions will also be available on all DoubleMap interfaces for public use. The CITY staff will be presented with bus stop branding options, and any public facing kiosks or displays can be used to showcase the CITY's real-time tracking technology. **Completed within 20 weeks of notice to proceed.**

Third Party Suppliers

Where the CONTRACTOR is providing components manufactured by a third-party supplier, the CONTRACTOR shall ensure that all such components are installed in accordance with the original equipment manufacturers (OEM) installation guidelines. In addition, the CONTRACTOR shall arrange for OEM / supplier on-site and remote support as is necessary to ensure the proper operation of its equipment at no additional cost to the CITY.

DoubleMap is able to comply with this requirement.

Coordination of Vehicle Work

All vehicle work must be coordinated with operations in advance in order not to impact service negatively. The CONTRACTOR is also responsible for restoring the condition of any affected structures, wiring, fixtures and finishes at the installation sites.

DoubleMap is able to comply with this requirement.

11.5.3 Equipment Removal, Relocation and Restoration Plan

The PROPOSER will be responsible for removing any vehicle devices in order to allow for the replacement with new ITS devices. The Project Plan shall include detailed tasks for all the equipment requiring removal and / or relocation.

DoubleMap is able to comply with this requirement.

11.5.4 Obsolescence

All equipment shall be of the latest design and shall incorporate standard commercial products currently in production. It is desirable for the peripheral hardware to be supplied from the same manufacturer, and maintained by the CONTRACTOR. The intent is to increase compatibility and reduce maintainability problems. The CONTRACTOR shall ensure that the risk of obsolescence to the hardware is minimized through the selection of standardized parts and readily-available peripheral hardware.

DoubleMap is able to comply with this requirement.

11.5.5 Environmental

All equipment and hardware to be supplied shall be constructed to meet harsh operational conditions found in the transit environment. All CONTRACTOR provided onboard and wayside equipment shall operate properly under these minimum environmental conditions encountered onboard the vehicles including conditions pertaining to temperature, humidity, dust / dirt, power variations, shock, vibration, altitude, etc.

DoubleMap is able to comply with this requirement. All hardware including DoubleMap's MDT and VLU shall be furnished brand new and meet ruggedized OEM specifications.

11.5.6 System Scalability

The System shall initially support the functions specified herein with the quantities of vehicles shown in Section 7; however, the System shall be scalable through 10 years from the Agreement's effective date to support additional vehicles.

DoubleMap is able to comply with this requirement.

11.6 Project Management

PROPOSER shall assign a Project Manager who will be permanently assigned in the capacity for the entire duration of the project. The Project Manager assigned to the project shall have the authority to make commitments and decisions that are binding on the PROPOSER.

DoubleMap's Project Manager for the CITY's ITS project is Mr. Reid Young. Please refer to Section *11.6.2 Project Staffing* for a brief profile description for Mr. Young.

Project Manager Designation

The CITY will also designate a Project Manager to coordinate all project related activities with the CONTRACTOR. All communications between the CITY and the CONTRACTOR will be coordinated through the two Project Managers.

DoubleMap acknowledges this requirement and will coordinate with the CITY's Project Manager accordingly.

11.6.1 CITY Participation

The CITY intends to actively participate in this Project. This participation will include providing data required by the CONTRACTOR, reviewing and approving designs, monitoring the CONTRACTOR's progress and schedule, and participating in System testing. Any portion of these activities may be handled by CITY staff or consultants as directed by the CITY. The CONTRACTOR's Project Plan shall identify clearly any CITY responsibilities or tasks that will be required and the durations for those activities.

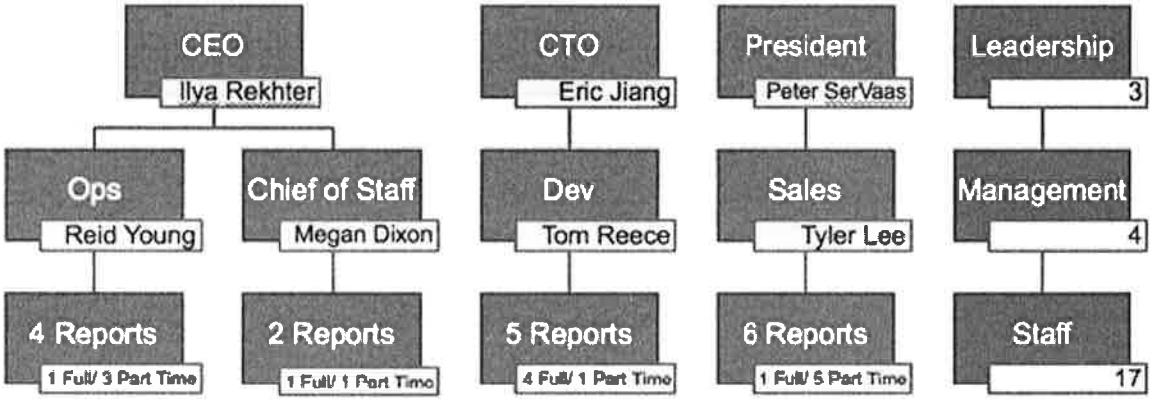
DoubleMap acknowledges this requirement and will identify the CITY's responsibilities or tasks in addition to DoubleMap's tasks.

11.6.2 Project Staffing

It is the PROPOSER's responsibility to maintain and assign a sufficient number of competent and qualified professionals and other technical personnel to satisfy the requirements and schedules specified in the Scope of Work or proposed by the PROPOSER. Assigned personnel cannot be removed or replaced for the duration of the project without the consent of the CITY.

DoubleMap has 24 full time staff members and has outlined the main team members for the deployment of the CITY's ITS project. There are other supporting members of the DoubleMap team who stay involved, however for brevity we chose to outline only the most prevalent members for the CITY's ITS

Project team. All team members are currently based in the Indianapolis headquarters. All team members have been involved in the company for 3-5 years.



Ilya Rekhter – Lead Project Manager

Mr. Rekhter is responsible for overseeing all aspects of operations for DM, including customer support during and post-system implementations. He has a diverse background in customer service, project management and finance. Prior to joining DM, Mr. Rekhter was an international strategy consultant at Abt Associates and Zanett. He has managed enterprise software implementations for government organizations in over 15 countries with specific focus on the remote management of site offices in pan-Africa. Mr. Rekhter has worked with Columbia Transit (Columbia, MO), CityBus (Lafayette, IN), Georgetown University (GUTS), Bloomington Transit (Bloomington, IN), Connect Transit in Normal, Illinois (Illinois State University, Lincoln College, Tri-Towers), South Bend Transpo (Notre Dame, College of St. Mary, IU South Bend, Holy Cross), State University of New York (SUNY) at Cortland, Xavier University (Croswell transportation), Butler University (Carey transportation), and University of Cincinnati (Croswell transportation) in a project management capacity to ensure custom features met the organization's' specific requests. Mr. Rekhter resides in Indianapolis, IN.

Eric Jiang – Director of Product Development

Mr. Jiang is responsible for overseeing the development of new DM product features. This includes preparing design requirements and monitoring project plans across multiple development platforms. Mr. Jiang is also responsible for the project management of software and system customization for individual client needs. He participates in the implementation process by advancing the project life cycle in the areas of design, development, quality assurance, system acceptance and system production. Prior to joining DM, he was a product manager at Google focused on the maps application. Mr. Jiang has worked with or

directly oversaw product development and system architecture for each of DoubleMap's clients. Mr. Jiang currently resides in Bloomington, IN.

Reid Young – Project Operations and Lead On-site Installation/Training Director

Mr. Young is responsible for overseeing all aspects of operational installments for DM, including customer support and training during and post-system implementations. He has a background rooted in both customer service and technical installations for DoubleMap. Mr. Young has overseen installations and on-going support/maintenance at DoubleMap sites including Columbia Transit (Columbia, MO), CityBus (Lafayette, IN), Georgetown University (GUTS), Bloomington Transit (Bloomington, IN), Connect Transit in Normal, Illinois (Illinois State University, Lincoln College, Tri-Towers), South Bend Transpo (Notre Dame, College of St. Mary, IU South Bend, Holy Cross), State University of New York (SUNY) at Cortland, Xavier University (Croswell transportation), Butler University (Carey transportation), and University of Cincinnati (Croswell transportation), ensuring on-site meetings at the organizations' specific requests. Mr. Young resides in Indianapolis, IN.

Dan Leathers – On-Site Operations, Installation
Mr. Leathers is key in ensuring efficient operational installments for DM, along with Mr. Reid Young. He has a background rooted in technical installations for DoubleMap, and quality assurance. Mr. Leathers has reliably performed installations at DoubleMap sites including Columbia Transit (Columbia, MO), Lafayette CityBus (Lafayette, IN), Georgetown University (GUTS), Bloomington Transit (Bloomington, IN), Connect Transit in Normal, Illinois (Illinois State University, Lincoln College, Tri-Towers), Stanford University Hospital, City of Beaumont (Beaumont Transit), and others.

Both project manager and supervisory staff can be reached through our office line, 1-(317) 324-8883.

11.6.3 Project Plan

The PROPOSER shall prepare a Project Plan in a Work Breakdown Structure (WBS) format in Microsoft Project format that lists all tasks / activities related to the design, development, testing, installation and deployment of the complete System. The schedule should be in sufficient detail to demonstrate a clear understanding of the Project. The Project Plan should identify all milestones starting with the Notice to Proceed (NTP) through the date of Final System Acceptance. It should depict the expected sequence and durations of all tasks and subtasks, dependencies, including submittal dates and resources responsible for each task. The Project Plan will be reviewed by the CITY and if accepted shall be considered "baselined". If revisions are requested, the PROPOSER shall address the CITY's comments, and re-issue the Project Plan. Once baselined, the Schedule will become the basis for all subsequent schedule changes and updates for the duration of the Project.

DoubleMap will provide a Project Plan upon a notification of an awarded contract and upon further discussions with the CITY.

DoubleMAP

11.6.4 Weekly Status Reports

The PROPOSER's Project Manager must submit a weekly status report by each Monday morning that provides updates to previous week's activities achieved, previous weeks activities missed, upcoming week's planned activities, issues and project risks along with mitigation strategies, etc. to the CITY's Transportation Manager or her designee.

DoubleMap is able to comply with this requirement.

11.6.5 Deliverables

Draft copies of all documentation, plan, materials, etc., shall be submitted to the CITY for review, comment and approval. The CITY shall have the right to require additional interim drafts at no additional cost should draft documentation submitted not be of adequate quality or have missing or incorrect information. The PROPOSER shall deliver a draft and final version of the following documents as described in this RFP to the CITY:

Project Plan

Project Plan

DoubleMap is able to comply with this requirement.

System Design Document

System Design Document

DoubleMap is able to comply with this requirement.

Test Plan / Procedures / Acceptance Criteria

Test Plan / Procedures / Acceptance Criteria

DoubleMap is able to comply with this requirement.

Training Plan / Materials

Training Plan / Materials

DoubleMap is able to comply with this requirement.

Maintenance Manuals

Maintenance Manuals / "Fingertip" Troubleshooting Guide

DoubleMap is able to comply with this requirement.

Quality Assurance Plan

Quality Assurance Plan

DoubleMap has included Quality Assurance as part of the DoubleMap Installation Schedule, detailed above.

Final Acceptance Test

Final Acceptance Test Report

DoubleMap has included Final Acceptance Test as part of the DoubleMap Installation Schedule, detailed above.

11.6.6 Quality Assurance Plan

The Quality Assurance Plan is to ensure accurate problem description and recording, tracking of progress for corrections / revisions, and disposition of the problems throughout the design, testing, and implementation phases of the Project. The CONTRACTOR shall maintain records or data essential to providing objective evidence of quality until the expiration of the warranty period and shall be made available to the CITY upon request. Examples of quality-related data include: inspection and test results, records of sub-CONTRACTOR quality programs, cost records pertinent to acceptance of nonconforming material, support for change order documentation, design reviews and walkthroughs, and the results of internal and CONTRACTOR audits.

DoubleMap is able to comply with this requirement and has included Quality Assurance as part of the DoubleMap Implementation Schedule, detailed above.

11.7 Warranty / Maintenance

The CITY's expectations are that PROPOSER's System will be designed to provide a usable life of not less than ten (10) years. The PROPOSER agrees that the System and all related installation work shall be subject to the warranties and obligations set forth in this section. The warranties and obligations set forth in this Section shall commence upon System acceptance and end after a one-year period.

One year hardware warranty is included within this proposal. Customer service for all features hardware, software, administrative use, driver use, troubleshooting) is included as a part of this proposal as well.

DoubleMap will take commercially reasonable measures to maximize the availability of the Service to the CITY and the CITY's riders. From time to time, the Service will be intentionally unavailable for system maintenance. DoubleMap will give the CITY prior notice and will perform such work during off-peak times. DoubleMap historically performs at over 99.9% uptime.

DoubleMAP

Any hardware procured directly from DoubleMap includes a Limited Warranty for a period of one (1) year against defects in workmanship and material.

Services covered under DoubleMap's Limited Warranty exclude effort required to support the following hardware issues:

- Problems caused by failure of Customer's operations staff to follow instructions or corrective procedures provided by DoubleMap
- Hardware misuse, negligence, willful misconduct, tampering, accident, abuse, fire, flood, wind, earthquake, act of God or public enemy
- Upgrade of tracker and sign hardware
- On-site troubleshooting
- On-site repair of hardware
- Shipping costs for repair parts, including warranty repairs

In any case where malfunctioning Equipment falls under the DoubleMap Limited Warranty, the Equipment is deemed warranted against defects in workmanship and material, in the country to which DoubleMap ships the equipment, on a return-to-factory basis for a period of one year. Customer shall return the defective equipment in accordance with DoubleMap shipping instructions. DoubleMap's sole responsibility under this warranty shall be, at DoubleMap's option, to either repair or replace any component that fails during the warranty period during the warranty period because of a defect in workmanship and material. If DoubleMap determines that the equipment is not defective within the terms of the warranty, Customer shall pay DoubleMap all costs of handling, transportation and repairs at DoubleMap's then-prevailing rates.

SaaS considerations under DoubleMap Limited Warranty

System software is maintained and supported by DoubleMap IT staff and consists of internet-based Map displays, transit management reports, real-time passenger information, AVL and schedule integration, and XML transmission. DoubleMap support Services includes the following:

System Administration of Servers and General Maintenance:

- Maintaining a private network system to store, manage and protect Customer's AVL and related data
- Maintaining administrative software at a level of functionality that was established at the time the system was originally implemented for Customer
- Maintaining system uptime with minimal interruptions that may be caused by periodic scheduled backup or other unscheduled interruptions
- Working directly with wireless carriers to resolve data interruption issues originated by the carriers.

SaaS support covered under DoubleMap's Limited Warranty excludes effort required to support the following:

- Problems caused by failure of Customer's operations staff to follow instructions or corrective procedures caused by DoubleMap
- Customization of DoubleMap software and/or management reports designed and implemented exclusively and specifically based on customer requirements
- Maintenance for any third-party hardware and software purchased herein

All costs associated with on-site support, including travel and living expenses as well as labor charges incurred by DoubleMap.

11.7.1 Installation Warranty

The PROPOSER warrants that all installation work and all System hardware / software furnished by the PROPOSER including, but not limited to, all such work, and System hardware / software provided by SUBCONTRACTORs, suppliers, or other manufacturers, shall be of good quality and free of any defects or faulty materials and workmanship and perform according to the specifications for a period of one year (warranty period).

DoubleMap is able to comply with this requirement.

System Upgrades

If the PROPOSER upgrades its devices to ensure the continued and proper operation of the System as configured for Project and to meet the 10-year useful life, the PROPOSER will assume all costs related to the hardware upgrade and there shall be no additional cost to the CITY.

DoubleMap is able to comply with this requirement.

11.7.2 "Fingertip" Diagnostics

Maintenance personnel shall have easy access to components for testing, removal and replacement. All test points necessary to diagnose the equipment while in operation shall be easily accessible and a "Fingertip" Troubleshooting Guide shall be provided to assist technicians to identify and diagnose problems. Maintenance technicians may be granted the ability to connect a laptop to troubleshoot the components if appropriate.

DoubleMap is able to comply with this requirement.

11.7.3 Maintainability

The System hardware shall be designed with the following specifications:

Replaceable and Repairable Components

Modular replaceable and repairable components to allow for easy and quick maintenance;

DoubleMap is able to comply with this requirement.

Interchangeable Components

All components that perform the same function shall be interchangeable; and

DoubleMap is able to comply with this requirement.

Replacement Compatibility

All replacements shall be plug-in compatible with no changes required.

DoubleMap is able to comply with this requirement.

11.7.4 Service Level Agreement (SLA)

The PROPOSER shall provide CITY staff and its agents with access to knowledgeable technical support personnel and trained field service personnel as may be required for the successful maintenance and operation of the System. Support personnel shall be available to assist the CITY to diagnose System problems, monitor vehicle on-board units, fixed-end devices, and server performance and availability levels; and troubleshoot hardware and software errors in a timely manner.

DoubleMap is able to comply with this requirement.

The following table describes the proposed Service Levels for the SLA which will be included as part of the CONTRACTOR's Agreement.

Proposed Service Level Agreement (SLA)

Priority Category	*Description*	*Target repair commencement (from initial Help Desk response)*	*Target repair effort (from fix commencement)*
1	*Total failure of the System*	*Within 30 minutes*	*Immediate, subject to site access, and continuing until reinstatement or workaround provided or useful efforts exhausted.*
2	*"One off" site failure or has a significant end user impact but*	*Within 8 hours during the CITY's*	*On commencement of the CITY's next working day, and continuing during Support*

	does not render the System unusable.	*standard hours*	*Hours, until reinstatement or workaround provided or useful efforts exhausted.*
3	*Minor end user impact*	*The CITY's next working day*	*Repair prior to end of the CITY's second working day following date of notification if Software fault or problem with Hardware which is in stock, otherwise Hardware lead times will apply and repair timeframe will be adjusted accordingly*

DoubleMap acknowledges the CITY's proposed Service Level Agreement.

11.7.5 Out Year Costs (Optional)

The CITY requests that the PROPOSER propose pricing for years 2 through 5, (Exhibit G) for Extended System Support and Maintenance.

Please refer to Exhibit G for Out Year Costs.

11.8 Spare Components

The PROPOSER shall provide an initial supply of spare components to the CITY. The initial supplied quantity of spares for each component shall be recommended by the PROPOSER in the Price Summary Table (Exhibit G), but for key components, the CITY will expect a minimum of a 10% spare ratio.

Please refer to Exhibit G for Spare Components.

11.9 Component Price Protection

At any time during the during the 3 years following the initial one-year warranty period, the CITY shall have the option to purchase additional System components at the prices proposed in the Price Summary Table (Exhibit G). These additional spare components will carry the same warranties as offered for the overall System.

Please refer to Exhibit G for Component Price Protection.

11.10 Schedule Requirements

The PROPOSER shall complete installation and acceptance testing and fully invoice the CITY for its services by June 30, 2016.

DoubleMap is able to comply with this requirement predicated on a timely notification of an awarded contract.

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Exhibit F - Requirements Acknowledgement Table

Section	Requirement	Acceptance C = Comply P = Partial N – No	Explanations For all requirements marked with a "P" or "N"
8.0	**Fixed-Route Functional Requirements**		
8.1	Single Sign-On / Component Integration	C	
8.2	Automatic Vehicle Location (AVL)	C	
8.2.1	GPS Receiver	C	
8.2.2	Vehicle Logic Unit (VLU)	C	
8.2.3	Mobile Data Terminal	C	
8.2.4	Covert Alarm	C	
8.3	Computer Aided Dispatch (CAD) Functions	C	
8.3.1	General Requirements	C	
8.3.2	Reference Information Displays	C	
8.3.3	Vehicle Status	C	
8.3.4	Service Performance	C	
8.3.5	Turn Back Monitoring	C	
8.3.6	Vehicle Coach Operator Charges	C	
8.4	Automatic Stop Announcements (ASA)	C	
8.5	Passenger Information Network (PIN)	C	

8.5.1	Predictive Bus Arrival and Departure Algorithms	C	
8.5.2	Changeable Message Signs (CMS)	C	
8.5.3	Bus Stop Signage	C	
8.5.4	Customer Web Site / Communication Devices	C	
8.5.5	Customer Trip Planner	C	
9.0	**Optional Technologies**		
9.1	Automatic Passenger Counters (APC)	C	
9.2	Interactive Voice Response (IVR)	C	
9.3	Bus Stop Survey's	C	
10.0	**Bus Stop Survey's**		
10.1	Hosted / Managed Services	C	
10.2	Information Technology Architecture	C	
10.2.1	Ownership of Data	C	
10.2.2	Scheduled Maintenance	C	
10.2.3	Continuity of Services	C	
11.0	**Additional Requirements**		
11.1	Reports	C	
11.2	Training	C	
11.2.1	Training Plan	C	
11.2.2	Supplemental Training	C	
11.3	Testing	C	

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11.3.1	30-day Rolling Operational Test	C	
11.4	Docuementation	C	
11.5	Design / Implementation	C	
11.5.1	Work Standards and Requirements	C	
11.5.2	Installation	C	
11.5.3	Equipment Removal, Relocation and Restoration Plan	C	
11.5.4	Obsolescence	C	
11.5.5	Environmental	C	
11.5.6	System Scalability	C	
11.6	Project Management	C	
11.6.1	CITY Participation	C	
11.6.2	Project Staffing	C	
11.6.3	Project Plan	C	
11.6.4	Weekly Status Meetings	C	
11.6.6	Deliverables	C	
11.7	Warranty / Maintenance	C	
11.7.1	Installation Warranty	C	
11.7.2	"Fingertip" Diagnostics	C	
11.7.3	Maintainability	C	
11.7.4	Service Level Agreement (SLA)	C	
11.7.5	Out Year Costs (Optional)	C	

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11.8	Spare Components	C	
11.9	Component Price Protection	C	
11.10	Schedule Requirements	C	

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

8/15/2015

DATE

DoubleMAP

Exhibit I - References

The CITY may contact references in an effort to obtain more information about the PROPOSERs. The references listed should be companies and individuals with whom the PROPOSER has supplied equipment and / or performed services similar to those specified herein.

Reference 1

Company Name	Columbia Transit
Contact Name	Drew Brooks – Transportation Administrator
Telephone Number	(573) 874-7281
Email Address	tabrooks@gocolumbiamo.com
Description of Work	DoubleMap was chosen to replace RouteMatch's CAD/AVL system after their services did not meet transit authorities' expectations thru the project's implementation phases. When we arrived, city officials were ready to drop the entire project -- however DoubleMap promised and delivered a full-scale ITS solution in short order without fail. DoubleMap's AVL and ASA system were installed over back-to-back weekends during the fall of 2013. Current integration with existing GFI Farebox systems was released in summer 2014.
Agreement Amount	Price released on contract acceptance.

Reference 2

Company Name	Bloomington Transit
Contact Name	Lew May - General Manager
Telephone Number	(812)336-7433
Email Address	mayl@bloomingtontransit.com
Description of Work	DoubleMap's CAD/AVL and ASA system were implemented over two back-to-back weekends in early 2013. Bloomington Transit is a single transit authority that oversees Indiana University Campus Bus service, operating a total fleet of approximately 68 buses in one garage location. The APC installation by Urban Transportation Associates required an on-going installation process for

	two weeks. The system, which is combined with the Indiana University Campus bus service, is fully-operational.
Agreement Amount	Price released on contract acceptance.

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Reference 3

Company Name	The Walt Disney Company
Contact Name	Gabriel Talamantes - Transit Manager
Telephone Number	(714) 781-1204
Email Address	Gabriel.Talamantes@disney.com
Description of Work	The Walt Disney Company was the first of many DoubleMap/TapRide corporate clients. Disney selected DoubleMap based on a quick installation timeline and turnkey solutions and had everything installed and reporting over the course of a week in March 2013. We have worked with them to provide the best real-time solution for their employees through customized passenger reports and mobile data terminal designs. DoubleMap/TapRide is small enough to actually listen to clients' wishes, but experienced enough that it can respond to and deliver what the client desires.
Agreement Amount	Price released on contract acceptance.

CITY OF LODI
PUBLIC WORKS DEPARTMENT

RECEIPT OF ADDENDUM

PROJECT: REQUEST FOR PROPOSALS (RFP) FOR CITY OF LODI TRANSIT INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Received from the City of Lodi **ADDENDUM NO. 1** to the RFP for the above referenced project.

Date: 7/27/15

By Ilya Rekhter

NOTE: This acknowledgment must be submitted with the Bid Proposal.

CITY OF LODI
PUBLIC WORKS DEPARTMENT

RECEIPT OF ADDENDUM

PROJECT: REQUEST FOR PROPOSALS (RFP) FOR CITY OF LODI TRANSIT INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Received from the City of Lodi **ADDENDUM NO.2** to the RFP for the above referenced project.

Date: 8/06/15

By Ilya Rekhter

NOTE: This acknowledgment must be submitted with the Bid Proposal.

CITY OF LODI
PUBLIC WORKS DEPARTMENT

RECEIPT OF ADDENDUM

PROJECT: REQUEST FOR PROPOSALS (RFP) FOR CITY OF LODI TRANSIT INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Received from the City of Lodi **ADDENDUM NO.3** to the RFP for the above referenced project.

Date: 8/20/15

By Ilyn Rehkopf

NOTE: This acknowledgment must be submitted with the Bid Proposal.

Addendum3Rcpt.doc 8/20/2015

CITY OF LODI
PUBLIC WORKS DEPARTMENT

RECEIPT OF ADDENDUM

PROJECT: REQUEST FOR PROPOSALS (RFP) FOR CITY OF LODI TRANSIT INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Received from the City of Lodi **ADDENDUM NO.4** to the RFP for the above referenced project.

Date: 8/20/15

By Ilya Rekhter

NOTE: This acknowledgment must be submitted with the Bid Proposal.

Exhibit B – City of Lodi Proposal Form

Request for Proposals (RFP) – Transit Intelligent Transportation System
PROPOSAL FORM

To: City of Lodi

Pursuant to and in compliance with your Request for Proposals, calling for proposals and related documents, the undersigned proposer, having familiarized himself with the terms and conditions of the Agreement, the local conditions affecting the performance of the Agreement, the cost of the work at the place where the work is to be done and the drawings and specifications and other Agreement documents, proposes and agrees to perform the Agreement within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Agreement and complete in a workmanlike manner all of the work required in connection with this Proposal and all in strict conformity with the drawings and specifications and other Agreement documents, including addendum number 1 & 2+3+4.

The proposer has carefully examined the project documents for this project prepared and furnished by the CITY and acknowledge their sufficiency.

It is understood and agreed that the work under the Agreement shall commence by the bidder, if awarded the Agreement, on the date to be stated in the CITY's "Notice to Proceed."

I, the bidder identified below, declare under penalty of perjury, that the information provided and representations made in this proposal are true and correct and that this declaration was executed on:

19th day of August, 2015

NAME OF PROPOSER: Ilya Rekhter

CORPORATE OR
COMPANY NAME: DoubleMap, Inc.

ADDRESS: 429 N. Pennsylvania St. Ste. 401 Indianapolis, IN 46204

TELEPHONE: 855-463-6655 ext. 706

SIGNATURE: _____ DATE: 8/19/15

Proposal Clarifications
DoubleMap / City of Lodi

November 5, 2015

Question, Clarification, Contradiction, Discussion	Response / Decision
1. Is on board Wi-Fi included in pricing? Pg 2	DM: This option not included, but will provide price.
2. What does "all reports are NTD and FTA certified mean?" Pg 3	DM: Reports listed in RFP have been certified by the NTD and FTA as acceptable for reporting purposes.
3. What does it mean to push ASA over a weekend? Pg 11 Does it not push overnight? Can a special push be executed?	DM: A push is done over night when vehicles are not in service. Depending on fleet size, it could take a weekend to confirm everything has been updated.
4. What APC vendor is being proposed for the CITY's project? Pg 3 What if the CITY wants to select a different APC vendor?	CITY: Would like UTA. DM: Dilax is proposed. Will replace with UTA in updated quote.
5. Is DoubleMap proposing Single Sign-On via the MDT? Pg 12 Will it propagate the operator ID to Genfare? Will Lodi need to purchase J1708 compliant cables to make the fareboxes communicate with the system?	DM: Yes. Confirmed that Sign-on from MDT to GenFare is doable as long as CITY purchases J1708 cables.
6. Does the MDT have screen blanking capabilities while the bus is in motion?	DM: Yes. MPH can be set for screen freeze or screen blank for movement over 3MPH. Can show that text is waiting but driver can't access until vehicle stopped. CITY: Wants to retain clock function.
7. Is Vehicle Health Monitoring being provided or is it an option? Pg 13	DM: Health Monitoring not quoted. CITY: Wants pre-trip inspection option. DM: Will quote pre-trip inspection in updated pricing.
8. Is the pre-trip inspection included?	See Response Above!!
9. Will there be any data throughputs concerns generated by a 1-2 second refresh rate via Verizon cellular? Pg 15	DM: No, can miss a few polls. If data is concern, poll less often than once per second.
10. How long are Histories kept? Pg 19	DM: HD, one year, standard definition, up to five years. Normal data is the life of the contract.*OTP and APC counts- kept for life of the contract. DM will never charge to access CITY data.
11. If the VLU is powered through the ignition, if a bus is turned off while still in active service, what happens to the data? Pg 21 Is there a grace period after the vehicle is turned off where the VLU continues, 60 or 90 minutes, etc.?	DM: Yes, customizable 30-60 minute grace period.
12. How is the Covert Alarm triggered? Pg 23 Will DoubleMap provide a Covert Switch? Is price included?	DM: Yes! Mic built into MDT so audio can be included. Just data costs. Labor included. Covert button included in price.
13. Does a Dispatcher assign a driver, or does the driver assign themselves? Pg 23	DM: Option 1) Driver assigns them self, dispatcher is able to override. Option 2) Dispatcher assigns all.
14. Is the word Administrator the same as Dispatcher? Pg 23	DM: Dispatcher is able to route buses, check history. Administrator is able to do functionality of a dispatcher, but also manage routes, and user accounts. There are 4 access levels (read only); 1) Viewer, 2) Dispatcher (assign buses to routes, push announcements, run history), 3) User (everything), 4)

	Administrator (all capabilities including creating and deleting users).
15. Is DoubleMap providing "unlimited" licenses for all appropriate CITY and contractor users? Pg 23	DM: Yes! No limits on users, simultaneous users, admin, etc. Each dispatcher has their own log in so can track issues.
16. Is there EVER a cost for changes to stops, routes, reports, assignments, dispatching, etc.? Pg 24	DM: No! There is no additional cost to change stops, routes, assignments, dispatching, etc. Beyond the 20 customized reports, there would be an additional charge to create
17. Is there a daily dispatch function for providing service? Pg 24 Who assigns vehicles to operators and route assignments? Is this daily? Can it be static?	See # 13 responses above!
18. Can on the spot detours be accommodated? Pg 24	DM: Yes! Can edit an existing route. Can drag to show a deviation and ETA's are auto adjusted.
19. Can multiple route patterns be used to create a daily assignment? Pg 25	DM: Yes, but interlining is an option with trips, blocks, schedules, etc. Option will be included in the updated pricing.
20. Can early or late thresholds be changed? Pg 25	DM: Yes!
21. If an operator goes off-route, will the actual trail be displayed or the Dispatcher only notified? Pg 27	DM: Yes! Both bread crumbs and alerts / warnings.
22. Is the Point of Interest included with this proposal? Pg 28	DM: Not included. The POI platform will be included as an optional item in the updated pricing.
23. Is the GTFS zip automatically picked up by Google or is there any action by the CITY to ensure Google has the information? Pg 29	DM: Provides a one-click export that the CITY can use to give to Google. It is the CITY's responsible to make the file available to Google. CITY: Process will stay the same.
24. Does DoubleMap provide any method to capture notes regarding daily situations, such as Events, Incidents, Accidents, off-route, etc.? Pg 31	DM: Yes! The alerts platform plus reports. CITY: One-stop shop for preventable accidents- we don't need this but DM can provide pricing.
25. Does DoubleMap provide a yard view of the fleet?	DM: Yes, included.
26. During Orals, it was explained that there are no triggers zones, but each two stops are divided equally? Is this correct? Pg 35	DM: There are trigger zones for stop announcements, but a trigger zone for APC's is divided equally between stops. Per the meeting discussion, the APC trigger zones can be zones that leave space for 'unallocated' pickups.
27. Can a Dispatcher log-on a vehicle if an operator has forgotten, or does the MDT prevent operation without a validated ID and Password? Pg 36	DM: Yes!
28. How does DoubleMap address Turn-Back Monitoring? Pg 37	CITY: Turn-backs (can't get to end of the route and must turn back early); normally either driver or dispatcher would manually enter that they are no longer on that route. DM: Yes!
29. Can DoubleMap allow for inter-lining? Pg 38	DM: Yes, but it is an option and will be included in the updated pricing.
30. Does the ASA announce as it leaves the stop or as it arrives at the next stop? Pg 39 Is the announcement tied to the stop or is it individually placed by the Administrator?	CITY: Announces bus stop as enters doughnut, next stop as it exits doughnut. DM: ASA announces current and next stop upon arrival. Trigger zone is tied to the administrator-placed location with satellite imagery.

31. If a stop announcement needs to be changes for any reason, how is the changed pushed to the VLU and when does it happen?	DM: Usually under 1 minute, but can be influenced by cell network.
32. Is driver volume control via the MDT for both the internal and external speakers? Pg 40	DM: Yes!
33. Do the Website and Mobile apps also display schedules? Pg 41	DM: Yes!
34. How and when are mobile apps, web sites, IVR, SMS and Google Transit updated when changes are made to a route or stop? Pg 44	DM: The updates for the mobile app, website, IVR, SMS are automatically pushed over-the-air once the changes are made to a route or stop. Google Transit requires the CITY to download a zip file and upload to Google.
35. Is passenger activated text to speech at the CMS included in this proposal? Pg 46	DM: Yes!
36. Clearly state how much in advance arrivals / departures are displayed on a CMS? Pg 46 Would there be a difference between LED and LCD signage?	DM: System is configurable to show the next 1-4 arriving buses. This information is displaced every 1-2 seconds on LCD displays and every 30 seconds on LED displays.
37. The CITY is interested in the kiosk option. Fully discuss the variants and costs.	DM: Kiosk pricing will be included in the updated price quote.
38. DM can provide QR codes and place on existing signs. Are the signs too high for this option? Pg 50	DM: Will provide QR code stickers.
39. Is there a cost to branding the CITY's web site?	DM: Only if the CITY wants major changes. Branding such as a logo and link to Lodi's site is included.
40. Is there a cost to the customer for subscribing to Service Alerts? Pg 55	DM: No! Indemnification included in Agreement.
41. During orals, DM indicated that Dilex was being proposed. Can another vendor be selected? Pg 56	DM: Yes! UTA pricing will be included in the updated quote.
42. Is DM's software included in the proposal? Is the software certified or certifiable by NTD for use in lieu of manual surveys in conjunction with the actual APC's? Pg 56	DM: Yes!
43. Can DM present real-time passenger counts on a bus? Pg 56	DM: Yes! Through MDT.
44. Is the Digital Passenger Count (DPC) reconciled in any way to GFI? Pg 57	CITY: DPCs- the main reason is for agencies who don't want to pay for APCs. DM: Both counts can be provided. CITY must reconcile.
45. Explain the statement: "clients chose to use the DPC in conjunction with existing APC's for rider-type information segments, and to collect backup data for FTA approval of their APC data for NTD reports." Pg 58	DM: DPC are for those that don't have APC's. DPC's can either be used as a stand-alone or as a way to spot check / reconcile APC counts.
46. Does the CITY provide the local number for the SMS solution? Pg 59	DM: DM provides a general number. CITY does not have to provide local number.
47. Is the cost of the Spanish Language included? Pg 59 How does it take place, auto conversion, or does someone manually convert?	DM: not included! Spanish pack costs $1600 / yr. It was determined that Phonetic field entry was sufficient, but Spanish will be included as an option in the updated quote.
48. Does DM comply with the Service Level Agreement included in the RFP? Pg 61	DM: Yes!
49. Are the unlimited software / application accounts based on a concurrent usage model or individual accounts? Pg 63	DM: The accounts are set by individual and the number of accounts is unlimited.
50. Which user level is able to create real-time customer messages? Pg 63	DM: Dispatcher Plus.

51. Can data be stored for more than 2 years? Pg 64 Is there additional costs?	DM: Yes! Included for up to 5 years.
52. Which NTD reports are included out of the box? Pg 67	DM: Ridership, Mileage (miles and hours), Route Travel Times, Headway, and On-Time Performance Reports. CITY: Automatically can spit out an S-10 form for CITY.
53. Is the S10 one of the standard NTD reports generated by DM? Pg 67 Are all fields auto generated?	DM: Yes!
54. The CITY requests up to 20 customizable reports which DM complies with. Pg 72 Does DM have the ability to capture and produce an Incident / Event Management report?	DM: Yes!
55. Is maintenance training included, specifically troubleshooting and component replacement training? Pg 73	DM: Yes!
56. As part of the training materials, are Quick Reference Guides included? Pg 76	DM: Yes, via the help button.
57. The CITY requires follow-up training, DM complies. How and when? Pg 77	DM: Will provide a follow-up training session 90 days after final acceptance. The follow-up training session will be performed remotely, via an online webinar.
58. Does the completion ETA of 20 weeks from NTP include the 30-Day Rolling Test period? Pg 80	DM: Yes!
59. The requirement of a written Weekly Status Report would be due each Monday morning to the CITY's Project Manager. If DM able to comply? Pg 86	DM: Yes! Utilize Trello, a Project Management tool.
60. Do the statements of "On-site trouble shooting and On-site repair of hardware" only apply to the warrantee period? Pg 88	DM: Yes!
61. Explain the statement: "If DM determines that the equipment in not defective within the terms of the warranty, Customer shall pay DM all costs of handling, transportation and repairs at DM's then prevailing rates. Pg 88	DM: If the equipment is deemed defective as a result of actions taken by the CITY, then DM reserves the right to charge the CITY for any additional equipment.
62. Explain "all costs associated with on-site support, including travel and living expenses as well as labor charges incurred by DM"? Pg 89	DM: Outside of the warranty period, if DM is required for an onsite repair, then CITY shall incur travel expenses. Additional Question: If annual support is paid, does that not cover travel & expenses if on site? DM: The annual support ensures that the system meets the operational standards set in the contract. DoubleMap has historically been successful doing this remotely, and will cover costs if DoubleMap determines an onsite technician is needed for the system to function properly. Lodi will only incur travel costs if it requests DoubleMap come onsite.
63. During orals, DM's indicated Price Protection is for the full 5 years. Please confirm! Pg 91 Are the Price Protection prices included in the Price Summary submission?	DM: Yes!

PRICING REVIEW

Question, Clarification, Contradiction, Discussion	Response / Decision
64. Are Covert Alarm switches included (outside of MDT)? Table B	DM: Yes!
65. Is there a cost for Spanish Translation for ASA? Table B	DM: Yes! $1600 / /year.

66. Are any and all MDT Brackets included in price? Table B	DM: Yes!
67. Explain exactly what the Bus Stop Signage is? Table C	DM: The Bus Stop Signage includes the implementation of QR signs at each bus stop location. Riders are able to scan the QR code in order to receive real-time information.
68. The CITY is interested in a Kiosk option in lieu of other signage. What would be the cost? Table C	See answer # 37.
69. Is there a cost for Spanish Translation for IVR? Table D	DM: $1600 / year. Additional Question: Is this an additional $1600 / year to the ASA, or part of? DM: The Spanish Translation for IVR is part of the $1600/year for the ASA part.
70. What is the Digital Passenger Counter System and why does the CITY need it? Pg 3, Table D ($28,000) How is it different than the APC's?	DM / CITY: Not needed!
71. What is the Other – Cellular Data and Communications (Total – 5 Years)? Pg 4, Table F	DM: This includes all cellular data charges. Since the CITY is able to provide its own cellular data, this line item will be removed from the quote.
72. To be clear, all 5 years of maintenance and support are included in the Price Summary? Table G	DM: Yes! CITY wants $40k of AVL to be split out in $10k / yearly payments. Will be in the updated quote.

GENERAL

Question, Clarification, Contradiction, Discussion	Response / Decision
73. Software licensing: The City of Lodi would like a local copy in lieu of an escrow account ads insurance / future proofing.	DM: Can comply for an additional cost.
74. Pre-trip Option – What is the cost to add?	DM: The cost for the Pre-trip/Post-trip Option is $11,700, which can be paid as a one-time cost, or spread out over a period of 5 years.
75. Can the CITY request an APC provider other than Dilax?	DM: Yes!
76. Proposal did not take any exceptions to the CITY's form agreement? Please confirm!	DM: No Exceptions! DM will provide its terms and conditions (TOC) doc.
77. Are there any costs that the CITY may incur during the next 5 years that are not included as a result of this ITS proposal?	DM: No!
78. We spoke to an agency that said DM does not have a dispatch dashboard. We want to confirm that you actually do, and that dispatchers are able to make changes in real-time? Also, that the system will notify Dispatch that a bus has gone off route, as opposed to Dispatch needing to manually enter that data for it to show up in the system?	DM: DM does have a dispatching dashboard where Dispatchers are in fact able to make changes in real-time. Dispatchers automatically receive alerts on the main dashboard concerning vehicles going off-route, speeding etc., without the need to input data every time.
79. We heard concerns about customer service. Do you plan to hire more people as you expand to address concerns about response times for customer service?	DM: DM has grown quickly and has hired 4 additional customer service and operational support staff members. CITY: Wants to add Penalty for Service Level Agreement not met. Looking at breaking out support and maintenance costs as an annual amount. Would pay DM at end of each successful year, ~$10k.
80. Per Escambia County's website, DM works best with Chrome, Firefox and Safari browsers. Is this true?	DM: Yes! Internet Explorer does work, but if you use an older version, it doesn't work as well.

81. How soon would your staff be able to create an NTD S-10 form that incorporates all the data needed for annual reporting?	DM: DM's NTD S10 form is automated; meaning it will be an instantly generated the quarter following APC's being installed, tested, and verified.
82. Please clarify about your software warranty.	DM: Our software warranty includes full support and maintenance of the system for the agreed upon length of time. This includes any software updates, bug fixes, etc.

Exhibit A3

Service Level Agreement
between CONTRACTOR and CITY for ITS Services

Part 1. Description
CONTRACTOR shall provide System Support during CITY's Standard Support Hours and shall be comprised of:

a) a telephone Help Desk to provide first-line technical support to the CITY's users of the System;
b) remote diagnosis and, where possible, correction of faults; and / or
c) provision and installation of the Materials as and when required, or as part of an agreed pre-emptive maintenance regime.

Help Desk
The CITY will log "faults" with the System (hardware or software) by a telephone call to **1(855)463-6655**.

For "faults" logged within the CITY's Standard Support Hours, CONTRACTOR will ensure that a member of their Support Staff is available to take the call.

For "faults" logged outside the CITY's Standard Support Hours, CONTRACTOR will ensure that a suitably qualified person will make contact with the CITY (initiator of the fault) by telephone within 30 minutes of the initial fault logging call.

A "fault" is deemed to be logged once a Support Staff member has been spoken to or a message has been left.

Resolution
The Help Desk will try to resolve the "fault" where possible. If the fault or query cannot be resolved by telephone assistance, then CONTRACTOR will ensure that a suitably qualified person commences work to remedy the "fault" within the Service Level Response times in the table below.

Part 2. Service levels

The following table describes service levels for Support which cannot be resolved in the initial call to CONTRACTOR'S Help Desk.

Priority Category	Description	Target repair commencement (from initial Help Desk response)	Target repair effort (from fix commencement)
1	Total failure of the system	Within 30 minutes	Immediate, subject to site access, and continuing until reinstatement or workaround provided or useful efforts exhausted
2	"One off" site failure or has a significant end user impact but does not render the System unusable	Within 8 hours during the CITY's standard hours	On commencement of the CITY's next working day), and continuing during Support Hours, until reinstatement or workaround provided or useful efforts exhausted
3	Minor end user impact	The CITY's next working day	Repair prior to end of the CITY's second working day following date of notification if Software fault or problem with Hardware which is in stock, otherwise Hardware lead times will apply and repair timeframe will be adjusted accordingly

Exhibit A4

Software License Agreement

1. Grant of License

A. With respect to all software delivered by CONTRACTOR as a part of the Agreement, CONTRACTOR grants the CITY the right to use the software for internal purposes, including the right to: load and execute the software; to reproduce copies of the software (such as for archival and back-up purposes, for running parallel computing operations, and for operating the Project from more than one Central Processing Unit), the aforementioned in compliance with the terms and conditions of the software licenses provided for in the Agreement; to modify the software (such as through enhancements, upgrades, bug fixes, and conversion to other operating platforms); to integrate with other software; and to otherwise utilize the software for purposes relating to the Project.

B. These rights include all elements relating to the software, including the audio, visual, graphic, and textual elements, in any form or medium now known or later developed and in all formats, such as electronic, magnetic, digital, laser, or optical. These rights are, nonexclusive and royalty-free.

Sharing this Software with other individuals or organizations, including commercial organizations is in violation of this license.

2. Copyright.

All Software code is protected by Intellectual Property Rights and as such is owned by CONTRACTOR and protected by copyright law. CITY may not remove or conceal any proprietary notices, labels or marks from the Software.

3. Restrictions on Use.

CITY may not, (a) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Software; (b) modify, distribute, or create derivative works of the Software; (c) copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software.

4. LIMITED WARRANTY

In addition to any other representations and warranties set forth in the Agreement, CONTRACTOR warrants to the CITY that the components, software and services furnished by it and/or used by it shall be free from defects in material, workmanship, and design under normal uses and services for a period of twelve (12) months from the date of Final Acceptance. Nothing contained in this Agreement, is intended to affect or limit the CITY's ability to pursue the manufacturer for any breach of warranty for goods and products distributed to the CITY by CONTRACTOR and/or used by CONTRACTOR in the fabrication of the equipment for the CITY described in the Agreement Documents.

Exhibit A4

In addition to any other obligations contained in the Agreement, CONTRACTOR shall function as the first line of support for such implementation during the twelve (12) month warranty period following Final Acceptance, as well as the four ensuing years identified in the Agreement Documents. CONTRACTOR shall provide the CITY with a telephone number to report problems twenty-four (24) hours per day, seven (7) days per week. If the problem is characterized by the CITY as sufficiently severe that the System is wholly or substantially inoperable, CONTRACTOR shall respond to notice of the problem within four (4) hours of notification. Such response shall be made by a knowledgeable technician familiar with the System and, at a minimum, shall acknowledge receipt of the CITY's notification and inform the CITY of the steps CONTRACTOR intends to take to resolve the problem.

Exhibit B

Price Summary Table

A. System Initiation Requirements Component	Unit/Year Cost	Number of Units/Years	Total Cost	Annual Recurring (Year 6-10)
System Design / Initiation	$0.00	5 years	$0.00	
Host Server Site Equipment Acquisition and Setup (servers: operating systems, application, database, communications, routers / firewalls, redundancies, environments, etc.	$1,212.75	14 units	$16,978.50	
Computer Aided Dispatch Software (CAD) License – Fixed-Route	**$1,702.93**	**14 units**	**$23,841.02**	**$4,768.20**
Agency geo-code import	$0.00	5 Years	$0.00	
Other Integration software, databases, CAL's and/or licenses, etc.	$0.00	*Included*	$0.00	
Storage and Retrieval services (5-years)	$0.00	5 Years	$0.00	
System Initiation Sub-Total:			**$40,819.52**	

B. Fixed-Route Vehicles Component	Unit/Year Cost	Number of Units/Years	Total Cost	Annual Recurring (Year 6-10)
Integration Design for each vehicle type	$501.50	14 Units	$7,021.00	
Cellular communications (router's, SIM Cards, etc.)	$0.00	14 Units	$0.00	
Cabling and wiring for vehicle	$104.50	14 Units	$1,463.00	
GPS / Antenna	$0.00	14 Units	$0.00	
Vehicle Logic Unit (VLU)	$536.50	14 Units	$7,511.00	
Mobile Data Terminal (if proposed)	$574.00	14 Units	$8,036.00	
Covert Alarm (switch)	$0.00	14 Units	$0.00	
Automatic Stop Annunciation (ASA) SmartHub	$1,759.50	14 Units	$24,633.0	
Interior Display's	$1,076.74	14 Units	$15,074.36	

Installation of all hardware in each vehicle	$915.00	14 Units	$12,810.00	
Other – MDT Charger	$63.00	14 Units	$882.00	
Other - SmartHub Integration & Cables	$577.49	14 Units	$8,084.86	
Fixed-Route Vehicles Sub-Total:			**$85,515.22**	

C. Passenger Information Network Component	Unit/Year Cost	Number of Units/Years	Total Cost	Annual Recurring (Year 6-10)
Integration Design at each location	$0.00	3 Units	$0.00	
Cabling and wiring at each location	$0.00	3 Units	$0.00	
LED Transit Center Display (4-Lines) *Additional Pricing Below	$8,283.00	1 Unit	$8,283.00	
LCD Transit Center Display (Indoor)	$16,626.34	1 Unit	$16,626.34	
Transit Center Kiosk (Outdoor) *Additional Pricing Below	$31,338.43	2 Units	$62,676.86	
Kiosk Wi-Fi implementation	$500.00	1 Unit	$500.00	
Bus Stop Signage	$0.00	*Included*	$0.00	
Passenger Information Network Web Site	$0.00	5 Years	$0.00	
Smartphone Applications (Android / iOS / Windows)	$0.00	5 Years	$0.00	
Customer Trip Planner	$0.00	5 Years	$0.00	
Installation of all hardware at each location	$1,639.54	3 Units	$4,918.62	
Passenger Information Network Sub-Total:			**$93,004.82**	

DoubleMAP

D. Optional Requirements Component	Unit/Year Cost	Number of Units/Years	Total Cost	Annual Recurring (Year 6-10)
UTA Automatic Passenger Counters (APC) (sensors, control units, cables, etc.) Single Door	$2,857.75	8 Units	$22,862.00	
UTA Automatic Passenger Counters (APC) (sensors, control units, cables, etc.) Double Door	$2,139.00	6 Units	$12,834.00	
UTA to DM Integration, API, Data Handling	$910.11	14 Units	$12,741.54	
Installation of Passenger Counters	$802.50	14 Units	$11,235.00	
Interactive Voice Response (IVR); include Spanish as a separate line item	$311.60	14 Units	$4,362.40	
Bus Stop Survey's (up to 200)	$0.00	5 Years	$0.00	
Other – IVR Annual Recurring	$2,189.60	5 years	$10,948.00	
Other – APC Third Party Training	$383.33	14 Units	$5,366.62	
Other – Points of Interest Platform	$2,590.00	5 years	$12,950.00	
Other – Pre/Post Trip Inspection	$653.57	14 Units	$9,149.98	
Other – Interlining Software	$556.43	14 Units	$7,790.02	
Optional Requirements Sub-Total:			**$110,239.56**	

E. Spare Components Component (Describe the types and quantities of spares)	Unit/Year Cost	Number of Units/Years	Total Cost	Annual Recurring (Year 6-10)
Mobile Data Terminal	$574.00	2 Units	$1,148.00	
Vehicle Logic Unit (VLU)	$536.50	2 Units	$1,073.00	
Automatic Stop Annunciation (ASA) SmartHub	$1,759.50	2 Units	$3,519.00	
Spare Components Sub-Total:			**$5,740.00**	

F. Miscellaneous Indices	Total Cost	Annual Recurring (Year 6-10)
Reports (up to 20 customized reports)	$0.00	
Training	$5,880.00	
Testing	$0.00	
Documentation	$0.00	
Design / Implementation	$0.00	
Project Management	$0.00	
Warranty / Maintenance (first year)	$0.00	
Other – AVL & SMS Software Subscription (Total - 5 Years)	$45,640.00	$9,128.00
Other – AVA Software Subscription (Total - 5 Years)	$20,212.50	$4,042.50
Other – Kiosk Freight	$810.00	
Additional Items Sub-Total:	**$72,542.50**	

G. Out-Year System Support and Maintenance	Total Cost	Annual Recurring (Year 6-10)
Extended System Support and Maintenance, Year Two (Optional)	**$10,000.00**	**$10,000.00**
Extended System Support and Maintenance, Year Three (Optional)	$10,000.00	
Extended System Support and Maintenance, Year Four (Optional)	$10,000.00	
Extended System Support and Maintenance, Year Five (Optional)	$10,000.00	
Additional Items Sub-Total:	**$40,000.00**	

Price Summary	Total Cost	Annual Recurring (Year 6-10)
Table A - System Initiation	$40,819.52	
Table B - Fixed-Route Vehicles	$85,515.22	
Table C - Passenger Information Network	$93,004.82	
Table D – Optional Requirements	$110,239.56	
Table E - Spare Components	$5,740.00	
Table F – Miscellaneous Indices	$72,542.50	
Table G - Extended System Support and Maintenance	$40,000.00	
Total All Costs (Required System):	**$337,622.06**	**$27,938.70**
Total All Costs (Required + Optional System):	**$447,861.62**	

Milestone Payment Schedule

Task	% of Total	Fixed Price Milestone Cost	5% Retainage	Net Fixed Price Milestone Cost
Project Plan / WBS	5%	$20,393.09	$1,019.65	$19,373.44
System Initiation	5%	$20,393.09	$1,019.65	$19,373.44
System Design	5%	$20,393.09	$1,019.65	$19,373.44
Fixed Route Installation (1-14)	5%	$20,393.09	$1,019.65	$19,373.44
Automatic Passenger Counters (APC) Installation	10%	$40,786.16	$2,039.31	$38,746.85
PIN (mobile apps, web site, trip planner)	5%	$20,393.09	$1,019.65	$19,373.44
Interactive Voice Response (IVR) fully functional	5%	$20,393.09	$1,019.65	$19,373.44
Fleet Road Test Sign-off	10%	$40,786.16	$2,039.31	$38,746.85
Wayside Signage (LED's, LCD's, Kiosks, etc.)	10%	$40,786.16	$2,039.31	$38,746.85
30-Day Acceptance Test	10%	$40,786.16	$2,039.31	$38,746.85
Training	5%	$20,393.09	$1,019.65	$19,373.44
Reports	5%	$20,393.09	$1,019.65	$19,373.44
System Documentation	5%	$20,393.09	$1,019.65	$19,373.44
Spares on Site	5%	$20,393.09	$1,019.65	$19,373.44
System Acceptance	10%	$40,786.08	$2,039.34	$38,746.74
Totals:	100%	$407,861.62	$20,393.08	$387,468.54

5% retainage per milestone

Indices Outside of Milestone Payments

Task	Fixed Price
Out Year Support - year 2	$10,000.00
Out Year Support - year 3	$10,000.00
Out Year Support - year 4	$10,000.00
Out Year Support - year 5	$10,000.00
Total:	**$40,000.00**

Agreement Totals

Task	Fixed Price Milestone Cost
Net Milestone Payments	$387,468.54
5% Retainage	$20,393.08
Out Year Support (years 2 – 5)	$40,000.00
Totals:	**$447,861.62**

Exhibit C

Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Consultant and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant, 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. COMPREHENSIVE GENERAL LIABILITY
   $1,000,000 Each Occurrence
   $2,000,000 Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY
   $1,000,000 Each Occurrence
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Consultant; whichever is greater.

Consultant 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.).

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

(a) Additional Named Insured Endorsement
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) 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.

(b) Primary and Non-Contributory Insurance Endorsement
Additional insurance coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

Insurance Requirements for Consultant (continued)

(c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Consultant shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(d) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.

(e) 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.

(f) 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 West Pine St., Lodi, CA 95240.

(g) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.

(h) Failure to Comply
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Consultant of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Consultant shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Consultant fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Consultant shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(i) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Consultant's employees employed at the site of the project and, if any work is sublet, Consultant 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 Consultant. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Consultant shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

Exhibit D – Supplemental Terms and Conditions

Section 1.0 Acknowledgement

CONTRACTOR acknowledges, warrants and represents that it has thoroughly investigated the Scope of Services to be provided by CONTRACTOR and has examined all relevant documents and reports, has visited and examined the delivery routes and installation sites for equipment and materials which it has agreed to supply herein, and is familiar with local conditions which may affect its manufacture and delivery of said equipment.

Section 1.1 Time for Completion of Work

CONTRACTOR shall perform all services diligently and complete this Project within six (6) months after a Notice to Proceed. Completion shall mean formal written acceptance by CITY.

Final Acceptance for the Full System Deployment ("Final Acceptance") will be granted after thirty (30) calendar days of continuous achievement of the acceptance metrics and error-free production operation of the System from the System Go-Live date.

Section 1.2 Staffing

CONTRACTOR agrees and designates the following Project team members as "Key Personnel":

Name them here: _____

_____

_____

_____

CONTRACTOR agrees that said Key Personnel will be able to dedicate 100% of their time to the Project, as needed, for the successful and timely completion of the Project.

Section 1.3 Subcontracts

CONTRACTOR agrees to use the following SUBCONTRACTOR as identified and specified herein:

If any, listed here: _____

_____

_____

_____

Section 1.4 Implementation and Integration of Services

CONTRACTOR will coordinate all activities, including but not limited to implementation and integration services, inspection, field testing of equipment, monitoring and reporting CONTRACTOR's progress with and to the CITY. CONTRACTOR will cooperate with and advise the CITY of CONTRACTOR's progress and timing schedules for the Project and shall provide the CITY access to CONTRACTOR's equipment and facilities for the CITY's inspection of this Project. The CITY shall have the authority to cause CONTRACTOR's work to be stopped if such work is not in accordance with the Agreement Documents. The CITY shall designate a representative ("CITY Representative") who shall have authority to take all actions on behalf of the CITY. CONTRACTOR shall direct all notices and other correspondence to the CITY Representative. Any notices or approvals from the CITY that are not sent by the CITY Representative shall be subsequently confirmed by the CITY Representative.

Section 1.5 Labor and Materials

CONTRACTOR shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility related to construction, implementation and integration services, and transportation services required to complete the Project.

Section 1.6 Component Price Protection

CONTRACTOR shall guarantee price protection for three (3) years after Final Acceptance of the Project as specified in the Price Summary attached hereto and incorporated herein by reference as Exhibit B. Price Protection represents a do-not-exceed amount as prices for products and components may be reduced during the three (3) year period. The Price Protection excludes products and components supplied by third parties.

Section 1.7 Quality

All materials furnished by the CONTRACTOR shall be new and of the agreed quality for their particular use hereunder and shall be in accordance with the Agreement Documents. Work shall be performed by skilled workers fully qualified for their trade, and shall be subject to the approval of the CITY. Such approval shall not be unreasonably withheld or delayed.

Section 1.8 Progress

CONTRACTOR shall comply with all orders of the CITY in regard to maintaining adequate progress, but neither the making of such demands nor the failure of the CITY to make such demands shall relieve the CONTRACTOR of his obligation to secure the quality of equipment and / or performance of work and completion of work as required in the Agreement Documents, and the CONTRACTOR alone will be responsible for the safety, efficiency, and adequacy of his plant, equipment, appliances, and methods used in completing the Project and for any direct damage which may result from their failure or their improper construction, installation, maintenance, or operation of the Project.

Section 1.9 Site Security

CONTRACTOR shall comply with all the CITY requests regarding site security and access requirements.

Section 1.10 Professional Responsibility

Notwithstanding any other provision in this Agreement, the review and / or approval by the CITY, or any of its City Council Members, officers, employees or agents, of any technical specifications, design documents and all other work products or project communications prepared by CONTRACTOR or any of its SUBCONTRACTOR's, or of any acts or failures to act by CONTRACTOR or any of its SUBCONTRACTOR's, shall not relieve CONTRACTOR or any of its SUBCONTRACTORs of any professional responsibility for the services performed.

Section 1.11 Laws, Ordinances and / or Regulations

CONTRACTOR shall keep himself informed of all applicable laws, ordinances and regulations in any manner affecting those engaged or employed on the Project, or the materials used in the Project, or affecting the conduct of the Project and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Project. If any discrepancy or inconsistency should be discovered in this Agreement or the Agreement Documents, or in the specifications, or drawings relating thereto, CONTRACTOR shall forthwith report the same, in writing to the CITY. CONTRACTOR shall at all times observe and comply with any and all such laws, ordinances, and regulations.

Section 1.12 Quantity and Quality

CONTRACTOR agrees to deliver goods and services of the kind and quality specified and in the quantities specified.

Section 1.13 Option of Obtaining Services Outside of Contract

The CITY reserves the right to contract separately for other services within the scope of this project if in the best interest of the CITY, and may request such services to billed and paid directly through the CONTRACTOR without markup (pass through).

Section 1.14 Taxes

CONTRACTOR is responsible for paying, when due, all income taxes, including estimated taxes, incurred as result of the compensation paid by the CITY to CONTRACTOR for services under this Agreement. CONTRACTOR shall also pay applicable California sales and use taxes. If CONTRACTOR is not sales tax qualified, then the CITY will deduct said sales and use taxes from the Agreement Price and pay directly to the State of California. Upon request, CONTRACTOR will provide the CITY with proof of timely payments made herein. CONTRACTOR agrees to indemnify the CITY for claims, costs, losses, fees, penalties, interest or damages suffered by the CITY resulting from CONTRACTOR's failure to comply.

Section 1.15 Intellectual Property Rights

CONTRACTOR agrees to communicate promptly to the CITY full particulars with respect to any and all ideas and solutions (whether or not patentable) conceived in connection with work performed during the Project. Such ideas and solutions shall become the property of the CITY and CONTRACTOR agrees to assign to the CITY, upon the CITY's request, all of its rights, title and interest in such property. This includes any and all patents and applications for patents based on these ideas and solutions.

Section 1.16 Patents

CONTRACTOR shall pay all royalties and license fees attributable to the use of goods, materials, equipment or processes used to perform its obligations hereunder. CONTRACTOR agrees to indemnify the CITY for claims, costs, losses, fees, penalties, interest or damages suffered by the CITY resulting from CONTRACTOR's failure to comply.

Section 1.17 Ownership of Work Product

CONTRACTOR agrees that all designs, plans, reports, specifications, drawings, processes, and other information or items produced by CONTRACTOR while performing services under this Agreement will be assigned to the CITY as the sole and exclusive property of the CITY and the CITY's assignees, nominees, and successors. This includes all data (routes, latitudes / longitudes, stop locations, bus schedules, operator bids, etc.), reports, technical specifications, design documents, custom software source and compiled code, user manuals, technical reports and studies, and any other documents, materials, data and products ("Work Products") prepared or assembled by CONTRACTOR or obtained from others ("SUBCONTRACTORs") by CONTRACTOR in connection with the services under this Agreement. The Work Products shall be the property of the CITY and copies shall be delivered to the CITY promptly upon the completion of the work or upon an earlier termination of this Agreement. CONTRACTOR shall be responsible for the preservation of any and all Work Products prior to transmittal to the CITY; and CONTRACTOR shall replace any such Work Products as are lost, destroyed or damaged while in its possession without additional cost to the CITY.

Section 1.18 Software / Database License

CONTRACTOR shall obtain and maintain all intellectual property licenses which may be necessary to carry out and perform this Agreement. CONTRACTOR may propose and procure one or more software products, including the DoubleMap application and supportable databases to fully meet the system implementation and integration requirements of the Project. CONTRACTOR agrees to indemnify the CITY for claims, costs, losses, fees, penalties, interest or damages suffered by the CITY resulting from CONTRACTOR's failure to obtain or maintain necessary licenses.

CONTRACTOR acknowledges, warrants and represents that it has the right to use, copy, reproduce, or display any intellectual property, including, but not limited, to patents, copyrights, trademarks, or trade secrets, which may be used to execute the terms of this Agreement, and that such rights are assignable to the CITY. On or before the delivery date, CONTRACTOR shall assign the license rights of relevant intellectual property to the CITY and deliver a correct number of complete copies of software to the applicable installation site or any other locations established by the parties.

Section 1.19 In–Sourcing

As a way to further protect the CITY, upon the CITY's written notice and during the Agreement period, the CONTRACTOR shall furnish transition services from the Hosting provider to the CITY. The purpose of this In-sourcing (Path-Back) is to give the CITY the ability and the means to transition the Hosted services back to the CITY or to another Hosting provider. This includes, but is not limited to, software, databases, processes, services, hardware, communications, and data and records.

Section 1.20 Risk of Loss

CONTRACTOR shall bear the risk of loss or injury or damage to its work until such time as the CITY has, by written formal acceptance, accepted said work. For the purposes of this section, the work does not include any existing property of the CITY, unless said existing property is modified by the Project. The CITY's acceptance shall occur when the Project has successfully tested and complies with the requirements contained in the Scope of Services. During the time period which CONTRACTOR must bear the risk of loss, CONTRACTOR shall rebuild, repair, restore, and replace and make good all injuries or damage to such work, and shall bear the expenses thereof, except for such injuries or damages as are occasioned by acts of the federal government or public entity, and only to the extent of five percent (5%) of the Agreement amount where such injuries or damages are proximately caused by an act of God within the meaning of California Public Contract Code Section 7105.

Section 1.21 Prevailing Wage

If required by applicable state law, including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing Wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSIUPWD.

Section 1.22 Liquidated Damages

Time is of the essence in this Agreement. It is agreed by the parties to this Agreement that in case all construction / services called for under the Agreement Documents are not completed within six (6) months after the initial Notice to Proceed, as extended by delays approved in accordance with this Agreement and the Scope of Services, damages will be sustained by the CITY and that it is, and will be, impracticable or extremely difficult to ascertain and determine the actual damages, the CITY will sustain in the event of, and by reason of such delay. It is, therefore, agreed that such damages shall be presumed to be the amount referenced in the Request for Proposal or One Hundred dollars ($100.00) per day per bus. The CITY may waive damages, if CONTRACTOR can demonstrate conditions which caused unavoidable delay to complete project within six (6) months, to the extent such damages may be waived under the Agreement Documents.

Section 1.23 Warranty

A. Software Warranty: CONTRACTOR warrants to the CITY that the components, software and services furnished by it and / or used by it shall be free from defects in material, workmanship, and design under normal uses and services for a period of twelve (12) months from date of Final Acceptance. Nothing contained in this Agreement, is intended to affect or limit the CITY's ability to pursue the manufacturer for any breach of warranty for goods and products distributed to the CITY by CONTRACTOR and / or used by CONTRACTOR in the fabrication of the equipment for the CITY described in the Agreement Documents.

B. Implementation / Component Warranty: As prime CONTRACTOR for the ITS System to be furnished under this Agreement, CONTRACTOR shall function as the first line of support for such implementation during the twelve (12) month warranty period following Final Acceptance, as well as the four ensuing years identified in the Agreement Documents. CONTRACTOR shall provide the CITY with a telephone number to report problems twenty-four (24) hours per day, seven (7) days per week. If the problem as characterized by the CITY is sufficiently severe that the System is wholly or substantially inoperable,

CONTRACTOR shall respond to notice of the problem within four (4) hours of notification. Such response shall be made by a knowledgeable technician familiar with the System and, at a minimum, shall acknowledge receipt of the CITY's notification and inform the CITY of the steps CONTRACTOR intends to take to resolve problem.

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DOUBLEMAP, INC., OF INDIANAPOLIS, INDIANA, FOR INTELLIGENT TRANSPORTATION SYSTEM (BUS TRACKING SYSTEM)

==========

WHEREAS, the City's Transit Division is procuring an Intelligent Transportation System (ITS) to provide reliable transit service, improve on-time performance, and enhance the customer experience by improving access to accurate transit information; and

WHEREAS, the ITS project is composed of Automatic Vehicle Location, Computer Aided Dispatch, Automatic Stop Annunciation, and Passenger Information Network; and

WHEREAS, on August 27, 2015, the City received proposals from four ITS vendors: DoubleMap Inc., Connexionz Ltd., RouteMatch Software, Inc., and Kapsch TrafficCom USA, Inc.; and

WHEREAS, the three lowest-cost proposals were selected for a more comprehensive review by a committee consisting of the City's Transportation Manager, Information Systems Division Manager, and Transportation Planner; and

WHEREAS, reference checks were performed for all three vendors and each was formally interviewed and asked to provide a Best and Final Offer (BAFO); and

WHEREAS, a summary of the three BAFOs is provided below:

Best and Final Offer

	Location	**Amount**
DoubleMap, Inc.	Indianapolis, IN	$447,861.62
Connexionz Ltd.	Arlington, VA	$409,057.00
RouteMatch Software, Inc.	Denver, CO	$504,904.00

WHEREAS, the evaluation panel unanimously scored DoubleMap, Inc.'s proposal as the most advantageous to the City, based on the evaluation factors; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with DoubleMap, Inc., of Indianapolis, Indiana, for the Intelligent Transportation System, in the amount of $447,862.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with DoubleMap, Inc., of Indianapolis, Indiana, for the Intelligent Transportation System, in the amount of $447,862.

Dated: January 20, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 20, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-05

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Petralogix Engineering, of Galt, for Engineering Services for White Slough Water Pollution Control Facility Expansion Pond Project ($474,380), and Appropriating Funds ($525,000)

MEETING DATE: January 20, 2016

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Petralogix Engineering, of Galt, for engineering services for White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of $474,380, and appropriating funds, in the amount of $525,000.

BACKGRUND INFORMATION: In October 2015, the City was conditionally awarded a Proposition 84, Delta, San Joaquin River, and Sacramento River Water Quality Program Grant by the California Department of Water Resources (DWR), to receive $4,600,000. The grant is only offered to agencies located within the Sacramento San Joaquin Delta Area.

Upon final approval by DWR, the grant will fund up to 75 percent of the total proposed costs (environmental, design, and construction) of onsite recycled water storage facilities, intended to improve groundwater quality in the region. The City will be responsible for the remaining 25 percent match. The City is eligible to receive credit for pre-project costs that were incurred after November 2008 toward the 25 percent match.

Petralogix Engineering is currently under contract to provide grant funding award assistance and to prepare the environmental review of the proposed project in conformance with California Environmental Quality Act guidelines. This work is nearing completion.

The next phase of work includes geological, geotechnical, and groundwater quality investigations, preliminary design work to establish the most suitable location of the storage improvements, and a task to prepare the documentation needed to support a minor modification to the City's discharge permit to account for the changes in treatment and discharge operations. This work must be performed prior to embarking on the final design and construction phases to demonstrate project feasibility and to refine the estimated costs.

The proposed Professional Services Agreement includes the scope of services to perform the specialized tasks referenced above. Staff recommends authorizing City Manager to execute Professional Services Agreement with Petralogix Engineering, of Galt, for engineering services for White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of $474,380, and appropriating funds, in the amount of $525,000 to cover the contract work and associated staff time.

APPROVED: _____

Stephen Schwabauer, City Manager

FISCAL IMPACT: The expenditures will be applied to the City's 25 percent local share obligation of the grant award.

FUNDING AVAILABLE: Wastewater Plant Operating Fund (53053003)

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Charles E. Swimley Jr., Interim Public Works Director
CES/CES/tdb
Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20_____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PETRALOGIX ENGINEERING (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 technical services for the White Slough Water Pollution Control Facility Expansion Pond Project (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 December 1, 2015 and terminates upon the completion of the Scope of Services or on November 30, 2017, 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 and costs), 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, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

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: Wally Sandelin

To CONTRACTOR: Petralogix Engineering
26675 Bruella Road
Galt, CA 95632
Attn: Daniel Kramer

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 D apply to this Agreement. In the event of a conflict between the terms of this Agreement 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:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

PETRALOGIX ENGINEERING

By: _____

By: _____
Name: DANIEL E. KRAMER
Title: President

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: 53053003
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2015\Petralogix PSA 12.1.15

CA:Rev.01.2015

Exhibit A/B

Petralogix Engineering, Inc.
26675 Bruella Road, Galt, Ca 95632
(T) 209-400-5729
dkramer@petralogix.com
www.petralogix.com

petralogix
geophysics - environmental - geology

December 11, 2015
Proposal No. 10046

Attn: Charles Swimley
City of Lodi – Public Works
221 West Pine Street
Lodi, CA 95240

Subject: Technical Services Proposal for the White Slough Water Pollution Control Facility Expansion Pond Project – DWR Grant Funding

Mr. Swimley,

We appreciate the opportunity to provide you with our proposal to perform technical services, project review services, and project management services to the City of Lodi for the White Slough Water Pollution Control Facility Expansion Pond Project. Below you will find a brief project description and a detailed cost estimate for Petralogix Engineering, Inc.'s proposed work scope.

Petralogix will provide both project management and technical review services for all of the tasks which will be required to complete the Pond Expansion as planned. We are currently providing oversight services to facilitate final Department of Water Resources (DWR) Proposition 84 Grant receipt assistance, and CEQA consulting assistance for the project.

Petralogix will sub-consultant with various companies to provide the City with the needed geotechnical, general surveying, and civil services to complete the over-all project technical studies (preliminary). Each of the required tasks is discussed in detail, with a broken out budget, a detailed timeline and schedule, and a not to exceed fee. All of these items have been developed in conjunction with the Grant Application that we prepared on behalf of the City when the Proposition 84 Grant application was submitted.

Project Summary

The need for additional storage pond area at the White Slough WPCF is well documented. Long-term there are no justifiable alternatives. Current discharge is above the stated capacity for the site as designed, and overages are released to the Delta. There are a variety of potential options which will allow for sufficient on-site storage. However, only one single approach will accomplish a maximum benefit which allows for minimized transport assembly costs (piping), minimized land acquisition costs and impacts, minimized environmental impacts, and maximized water reuse and recharge strategies. As you know, the City of Lodi has been awarded Proposition 84 Grant Funding in order to facilitate construction of the project.

The project consists of the final design and construction of the proposed 70 acre expansion pond. Two potential locations are currently being considered for the pond. The first location is near the existing onsite storage ponds. The secondary location to the southeast is also being considered. The final pond is planned to be unlined with roughly 8 foot high berms that allow for a total of 6 feet of water storage by height and 2 additional feet of freeboard. The bottom of the ponds are planned to be at grade or only slightly below. The berms will have riprap lining along the inside wall and will be designed as one to three ponds which are spread across the entire 70 acre area. .

Scope of Work

Petralogix will work in conjunction with a local Geotechnical Engineer, Surveyor, and Civil Engineer to provide the required services to complete the preliminary pond designs that will be required to bring the project to construction. A detailed description of these services follows:

TASK #1 - Petralogix Engineering, Inc.

Geological Site Characterization Services

Petralogix will prepare two detailed cross sections for each proposed pond site, provide a detailed review of the subsurface soils at each site (+15 feet below ground surface), and provide detailed percolation testing. The geological site characterization will utilize soil borings and samples (taken during the geotechnical study), limited resistivity profiling (dipole-dipole), standard falling head percolation tests, and double ring infiltrometer testing. The resistivity profiling will aid in determining major lateral soil changes across the pond transects. These profiles will consist of two perpendicular test lines which cover the general proposed pond location for each site. The percolation and double ring infiltrometer testing will aid in determining water flow rates in the subsurface soils. They will be focused at multiple depths, and will be in locations that are spread across each of the proposed pond sites. Data taken from these tests (and the geotechnical soil logs) will be combined. From this data a detailed 2-Dimensional (2D) cross section will be performed for each of the pond sites. The geological and hydrological conclusions from these site interpretations will be used for final pond design.

Deliverables: Site Geologic Report, Percolation Testing Results, 2D Profile Cross Sections (One for Each Site), and General Recommendations for Final Pond Layout Based on Findings.

City of Lodi
Proposal No. 10046

TASK #2 - Terracon

Geotechnical Engineering – Pond Expansion Scope of Services

We are currently proposing to use **Terracon, Inc.** as the lead geotechnical engineer of record. Multiple bids have been collected and reviewed. Based on our experience with the responsive nature of this firm, their price point, local presence, and general understanding of the project we believe they are currently the best fit for the project. They have proposed the following task/service items for completing the Geotechnical Engineering for the project.

Preliminary Geotechnical Services - Field Program (Conducted at Each Site)

Propose to perform a total of nine or ten (9 or 10) borings.

- Two borings will be drilled to a depth of 50 feet below the existing ground surface (bgs).
- Two borings will be drilled to a depth of 20 feet bgs.
- Two borings will be drilled to a depth of 10 feet bgs.
- Two borings will be drilled to a depth of 5 to 10 feet bgs.

The two 50-ft. deep borings will be used in performing a liquefaction analysis of the site. The deep borings and 20-ft. deep borings will be used to determine the soil stratigraphy beneath the likely locations of the embankments. Data from all the borings will be used to characterize the upper soils for possible use in the embankments.

Test samples will be collected during drilling in general accordance with the appropriate ASTM methods. Standard Penetration Testing (SPT) and sampling using either standard split-spoon or Modified California samplers will be performed at approximately 2½-foot intervals for the upper 10 feet followed by samples at 5-foot intervals to the maximum depths drilled. In the shallow borings, dry core of punch core samplers will be used to obtain continuous samples of the upper soils. This method allows for continuous sampling which is more effective in determining a more detailed characterization of the soil lithology. In addition, we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

In addition, two (1) bulk samples of the near surface soils will be collected from the site. These samples will be tested for the maximum dry density and optimum moisture contents as determined in the ASTM D1557 test method. The results of these tests will be used in the slope stability analyses of the embankments. Two (2) bulks samples will also be obtained to provide R-value testing in order to provide recommendations for gravel/paved access roads.

Laboratory Testing – (Conducted for Each Site)

The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a licensed geotechnical engineer and may include visual classification, moisture content, dry density, sieve analysis, Atterberg limits, direct shear,

strength, and consolidation as appropriate. As previously mentioned, two samples of the near surface soils will be tested to determine the maximum dry density and optimum moisture content.

Preliminary Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of California. We will perform slope stability and seepage analyses of the proposed embankments. These analyses will be based on the methods and criteria contained in the Urban Levee Design Criteria published by the California Department of Water Resources (DWR). Based on the results of our evaluation, a preliminary geotechnical engineering report will be prepared detailing the results of the testing performed, provide logs of the borings, and contain a diagram of the site/boring layout for each site. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion of drilling.
- Boring location plan.
- Subsurface exploration procedures.
- Soil conditions encountered.
- Drainage recommendations.
- Faulting, estimated ground motions, and liquefaction potential.
- Slope stability and seepage analyses of the proposed embankments (up to 1 models).
- Site preparation/earthwork recommendations.
- Seismic site class and design parameters per 2013 CBC.

Final geotechnical reporting will be performed under a separate task order and scope of work. We understand that such work will be directed toward the final pond site which is most feasible based on preliminary design review services have been completed.

Deliverables: All Lab Results, Detailed Geotechnical Reports, All Comprehensive Field Data.

City of Lodi
Proposal No. 10046

TASK #3 - Baumbach and Piazza

Civil Engineering and Surveying – Pond Expansion Scope of Services

Surveying:

We are currently proposing to use **Baumbach and Piazza Engineering** as the lead engineer/surveyor of record. Multiple bids have been collected and reviewed. Based on our experience with the responsive nature of this firm, their price point, local presence, and general understanding of the project we believe they are the best fit for the project. They have proposed the following task/service items for completing the Civil Engineering and Surveying for the project.

Topographic Survey

Accurately locate existing features and contours as necessary for design work. Topography to include existing ground features, swales, ditches, fences, power poles and roadways.

Boundary Survey

Establish sufficient survey control to identify boundaries of project site. Survey to tie into existing City of Lodi datum, and set sufficient control within boundary limits for construction.

Deliverables: Survey Base Maps for Each Site, Electronic Data (CAD Format)

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TASK #4 - West Yost and Associates

Preliminary Civil Engineering Design Services

West Yost will provide a variety of services as described below. They will act as the primary design engineer for the proposed preliminary pond design services at each of the two sites. They have been working at the site for over10 years and performed the initial site feasibility studies that were used in the City's original grant application.

CEQA Review

West Yost will provide support to Petralogix in the development of the California Environmental Quality Act (CEQA) documents for this pond expansion project. These services will include reviewing the Hydrology and Water Quality section of the CEQA document and providing comments/input where needed; facilitation of a meeting with Regional Boards staff regarding their comments on the draft Initial Study; and miscellaneous input related to Petralogix's evaluation of the potential impacts of the project – such as pump station sizing, energy demands, water rights and other subjects.

Report of Waste Discharge

Project Description Letter Report

To support a meeting with Regional Board staff responsible for the renewal of the City's permit (prior to submission of the ROWD and permit modification request), West Yost will prepare a Project Description letter report summarizing the proposed facility modifications, providing a characterization of the tertiary effluent data in comparison to available shallow groundwater quality data, and providing appropriate references to the City's recently submitted Antidegradataion Analysis presented in the City's Background Characterization Report and BPTC Evaluation Report. This letter report should be submitted to Regional Board staff from the City along with a request for a meeting to discuss the proposed project. The purpose of this initial effort will be to gain Regional Board acceptance of a streamlined process for permitting the treatment plant modifications.

Report of Waste Discharge

West Yost will develop the ROWD documentation needed to support a minor modification to the Waste Discharge Requirements and Master Reclamation Permit (Order R5-2007-0113-01). The following specific documentation will be included: a ROWD report summarizing the proposed facility modifications (from the letter report described above); the required ROWD forms; a characterization of the tertiary effluent data in comparison to available shallow groundwater quality data (from the letter report described above); references to the City's recently submitted Antidegradataion Analysis presented in the City's Background Characterization Report and BPTC Evaluation Report. West Yost will also provide a draft cover letter from the City to the Regional Board for the City's use. Note that if the Regional Board concludes that a more comprehensive ROWD is required to support a complete permit revision, the scope of services and associated fee estimate for this effort will need to be revised accordingly.

Report of Waste Discharge Meetings

Two meetings are included in this task: one meeting with Regional Board to discuss the Project Description letter report and the City's proposed approach to revising the current permit and one meeting with City to discuss the draft ROWD.

Preliminary Design

Conveyance System Evaluation

The conveyance system evaluation will consist of evaluating the improvements necessary to convey disinfected tertiary recycled water to each of the two potential pond sites and distribute the stored water back to the City's existing irrigation facilities. Preliminary layouts and opinions of construction and operating costs associated with each alternative will be prepared. This information will be presented to the City and Petralogix (along with the costs associated with pond construction at each site) in a workshop setting to support a decision regarding the preferred pond location.

Storage Pond Evaluation

The storage pond evaluation will consist of evaluating the earthwork necessary to construct storage pond at each of the two potential sites and developing pond configurations that are most advantageous with respect to costs or other factors. Preliminary layouts, conceptual grading plans based on available topographic information, and opinions of probable construction cost will be prepared. This information will be presented to the City and Petralogix (along with the costs associated with conveyance to and from each site) in a workshop setting to support a decision regarding the preferred pond location.

Preliminary Design Technical Memorandum

Following City selection of the preferred pond location, West Yost will prepare a Preliminary Design Technical Memorandum (TM) that summarizes the information described above. In addition, preliminary drawings will be prepared for the recommended pumping, conveyance, and storage pond facilities. The TM will be submitted to the City and Petralogix for review, and following a review meeting, a final TM will be prepared that incorporates your comments and suggestions.

Preliminary Design Phase Meetings

The following meetings are assumed to be required during the preliminary design phase:

1. Kickoff Meeting: Overall project goals and assumptions will be presented and discussed. One primary objective of this meeting is to confirm the approach for the Predesign task.
2. Predesign Evaluation Workshop: The purpose of this workshop is to select the preferred storage and conveyance system alternative. It is assumed that West Yost and Petralogix will work together to present a cost and benefits analysis associated with the alternatives, and the City will select the preferred approach based on the information presented.

3. Predesign TM Comments: The purpose of this meeting will be to receive comments from the City and Petralogix regarding the Predesign TM and establish direction (as appropriate) for the facilities design.

Engineering Bid Documents

West Yost will provide bidders documents and assistance in answering questions during preliminary project bidding for final design and construction services.

Deliverables: Edited CEQA Sections (Hydrology), Meetings with Water Board, Report of Waste Discharge Amendment (Minor Modification), Three (3) hard copies of the preliminary layouts and opinions of construction and operating costs (Preliminary Design for Each Site), Bid Document Assistance.

TASK #5 - Petralogix Engineering, Inc.

Project Management Services – Pond Expansion

Petralogix will act as the main project management company for the pond expansion project. We will provide all oversight and review to the City. Our services will include both general project work flow management and technical oversight for all issued construction related design documents (i.e. geotechnical, civil, surveying, etc.). The overall life of the project will include a period of roughly 2 years in total length. Herein, we are proposing our services for the (first phase) design and initial technical services contract portion of the project. These services will run from approval of this proposal until roughly May of 2016. Construction related bidding requests should be issued by the City in April or May of 2016, and will be based on the preliminary design documents presented via this proposal's scope. Construction related services (including project management services and post construction monitoring services) will be included in a later project phase and will be covered under a separate proposal.

Deliverables: Detailed Reporting of Ongoing Activities (Weekly and Monthly Progress Reports). Bid Assistance Services (Written Scopes for RFPs and Attendance at Meetings). Billing and Cost Tracking (Monthly Progress Reports).

TASK #6 – Petralogix, WYA, Moore Biological, Inc. and Legal Team

Water Petition Biology Consultation Services

Petralogix and West Yost Associates will work together to prepare a petition for a "Change in Use" for the WPCF's tertiary treated waters which are currently applied to the delta. This tertiary treated water will instead be used to fill the proposed expansion pond. Long-term it could be used for irrigation and be beneficial for in-lieu groundwater recharge efforts. Moore Biological will provide the required environmental monitoring services to assist West Yost Associates and Petralogix in completing the petition. As part of the petition, environmental impacts pertaining to biological receptors must be fully addressed. Moore Biological will consult with a specialty Giant Garter Snake (GGS) consultant, and a fisheries expert (Fish-Bio). They plan to use existing temperature studies and discharge water quality data to fully evaluate the impact of removing this water source from the delta. Their initial review has indicated that the removal of this water would likely result in a net-benefit for water quality and fish habitat. As part of this West Yost Associates and Petralogix will retain a legal expert in this field to review and consultant on the final petition filing.

Deliverables: Final report from Moore Biological, Reviewed Document by Legal, and Petition Completed and Filed on Behalf of the City.

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Service Fees – (Not to Exceed)

The fees for each service are illustrated on the attached spread sheet. These are not to exceed amounts that will be billed on a 30 day basis, with a 10 percent markup for Petralogix Engineering. Additional management services and time have been added where applicable. All fees are based on hourly billing rates and previously quoted services from the respective vendors. Additional modification have been made in part by Petralogix's experience with similar project of this type, and our experience with the represented sub-consultants. A composite (All Company Average) hourly rate sheet has been attached for review. These rates will be the hourly maximums associated with the project, and will remain in effect for the duration of the project.

The total fee for the relative project components listed in the attached spreadsheet amount to $474,380. We recommend that a cost share of 25 percent be accepted by the City of Lodi, as per the state requirements for Proposition 84 Grant funding. Therefore, the City of Lodi will be responsible for $118,595, while DWR (and Proposition 84 Grant) will be responsible for the remaining $ 355,785.

Schedule of Services

Below is a broken down timeline for review. This is a tentative timeline that is based on our best estimation in combination with DWR, and the current project status.

Services Timeline			
Task No.	**Task Description**	**Start Date**	**End Date**
1 to 3	**Geological, Geotechnical, and Surveying -** includes work by Petralogix, Terracon, and Baumbauch and Piazza.	1/20/2016	3/20/2016
4	**Preliminary Design Services -** Includes work by Petralogix and West Yost.	1/20/2016	3/20/2016
5	**Project Construction Solicitation Services -** Includes RFP development and project management services by Petralogix.	4/20/2016	5/15/2016
6	**Project Petition Services -** Includes Bio/Legal/Processing work by Petralogix, West Yost, Moore, and Subs.	1/20/2016	4/15/2016

We have thoroughly enjoyed working with the City, and recognize that this is a great opportunity for our community to re-evaluate how water is used in our region. We appreciate the opportunity to propose on this project and look forward to working on it. If you have any questions feel free to call or write at any time.

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Warm Regards,

Daniel E. Kramer, President
Professional Geologist #8657
Certified Engineering Geologist #2588
Professional Geophysicist #1078

Modified Rate Sheet

Combined Consultant Pricing for Use on Project
(Based on all Consultant Rates)

COMAPNY	SERVICE	RATE
Petralogix Engineering, Inc.	Professional Geophysicist	$185/Hour
	Senior Reviewer PhD Geologist	$155/Hour
	Certified Engineering Geologist	$145/Hour
	Professional Geologist	$135/Hour
	Senior Staff Geologist	$125/Hour
	Project Manager	$115/Hour
	Field Technician – GEO	$115/Hour
West Yost Associates	Senior Review Engineer	$225/Hour
	Principal Civil Engineer	$185/Hour
	Senior Civil Engineer	$165/Hour
	Draftsman	$105/Hour

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Baumbach and Piazza	Principal Civil Engineer	$155/Hour
	Senior Civil Engineer	$125/Hour
	Draftsman	$85/Hour
	Survey Party Chief	$150/Hour
	Field Tech I	$145/Hour
	Field Tech II	$140/Hour
	Field Tech III	$135/Hour
Terracon	Senior Geotechnical Engineer	$195/Hour
	Geotechnical Engineer	$165/Hour
	Staff Geotechnical Engineer	$145/Hour
	Lead Driller	$105/Hour
	Driller Helper	$95/Hour

City of Lodi Proposal
Prop 84 Technical Services
12-11-15

City of Lodi - Proposition 84 Grant Funding - Technical Services Proposal

Task No.	Consultant Name	Task Detail and Description	Hours/Units	Rate	Not to Exceed Maximum	Percent of Total	25% - City of Lodi	75% - DWR
Task - 1	**Consultant**	**Preliminary Pond Characterization - Subsurface**			**$ 40,600.00**	**8.6%**	**$ 10,150.00**	**$ 30,450.00**
1.1	Petralogix Engineering Inc.	Percolation Testing - Double Ring Infiltrometer Testing (DRIT)	40	$ 185.00	$ 7,400.00	1.6%	$ 1,850.00	$ 5,550.00
1.2	Petralogix Engineering Inc.	Percolation Testing - Falling Head Tests	40	$ 135.00	$ 5,400.00	1.1%	$ 1,350.00	$ 4,050.00
1.3	Petralogix Engineering Inc.	Geophysical Characterization - Dipole Dipole Resistivity	60	$ 250.00	$ 15,000.00	3.2%	$ 3,750.00	$ 11,250.00
1.4	Petralogix Engineering Inc.	Geologic Reporting and Recommendations	40	$ 185.00	$ 7,400.00	1.6%	$ 1,850.00	$ 5,550.00
1.5	Petralogix Engineering Inc.	Public Presentation and Outreach Services including DWR and RWQCB	40	$ 135.00	$ 5,400.00	1.1%	$ 1,350.00	$ 4,050.00
1	**Petralogix Engineering Inc.**	**Geological Characterization**	**Sub Task - Subtotal**		**$ 40,600.00**	**8.6%**	**$ 10,150.00**	**$ 30,450.00**
Task - 2	**Consultant**	**Expansion Pond - Preliminary Geotechnical Services**			**$ 67,730.00**	**14.3%**	**$ 16,932.50**	**$ 50,797.50**
2.1	Terracon	Field Exploration (includes County Permits and USA)	160	$ 185.00	$ 29,600.00	6.2%	$ 7,400.00	$ 22,200.00
2.2	Terracon	Laboratory Testing Services	1	$ 7,500.00	$ 7,500.00	1.6%	$ 1,875.00	$ 5,625.00
2.3	Terracon	Liquefaction Analysis	20	$ 185.00	$ 3,700.00	0.8%	$ 925.00	$ 2,775.00
2.4	Terracon	Slope Stability and Seepage Analysis	40	$ 185.00	$ 7,400.00	1.6%	$ 1,850.00	$ 5,550.00
2.5	Terracon	Geotechnical Report Preparation	40	$ 185.00	$ 7,400.00	1.6%	$ 1,850.00	$ 5,550.00
2.6	Terracon	Project Management	20	$ 185.00	$ 3,700.00	0.8%	$ 925.00	$ 2,775.00
2.7	Petralogix Engineering Inc.	Petralogix - 10% Markup On Services	1	$ 5,930.00	$ 5,930.00	1.3%	$ 1,482.50	$ 4,447.50
2.8	Petralogix Engineering Inc.	Project Management and Oversight	20	$ 125.00	$ 2,500.00	0.5%	$ 625.00	$ 1,875.00
2	**Terracon**	**Geotechnical Services**	**Sub Task - Subtotal**		**$ 67,730.00**	**14.3%**	**$ 16,932.50**	**$ 50,797.50**
Task - 3	**Consultant**	**Expansion Pond - Surveying and Final Civil Design**			**$ 68,500.00**	**14.4%**	**$ 17,125.00**	**$ 51,375.00**
3.1	Baumbach and Piazza	Topographic Surveying (two sites)	240	$ 150.00	$ 36,000.00	7.6%	$ 9,000.00	$ 27,000.00
3.2	Baumbach and Piazza	Boundary Surveying (two sites)	160	$ 150.00	$ 24,000.00	5.1%	$ 6,000.00	$ 18,000.00
3.3	Petralogix Engineering Inc.	Petralogix - 10% Markup On Services	1	$ 6,000.00	$ 6,000.00	1.3%	$ 1,500.00	$ 4,500.00
3.4	Petralogix Engineering Inc.	Project Management and Oversight	20	$ 125.00	$ 2,500.00	0.5%	$ 625.00	$ 1,875.00
3.0	**Baumbach and Piazza**	**Civil Engineering Services - Expansion Pond**	**Sub Task - Subtotal**		**$ 68,500.00**	**14.4%**	**$ 17,125.00**	**$ 51,375.00**
Task - 4	**Consultant**	**CEQA Assistance, Preliminary Pond Design, Bid Documents**			**$ 131,170.00**	**27.7%**	**$ 32,792.50**	**$ 98,377.50**
4.1	West Yost Associates	CEQA Assistance	90	$ 185.00	$ 16,650.00	3.5%	$ 4,162.50	$ 12,487.50
4.2	West Yost Associates	ROWD and Board Assistance	150	$ 185.00	$ 27,750.00	5.8%	$ 6,937.50	$ 20,812.50
4.3	West Yost Associates	Preliminary Design - Conveyance System	130	$ 185.00	$ 24,050.00	5.1%	$ 6,012.50	$ 18,037.50
4.4	West Yost Associates	Preliminary Design - Pond Evaluation	90	$ 185.00	$ 16,650.00	3.5%	$ 4,162.50	$ 12,487.50
4.5	West Yost Associates	Preliminary Design - Tech nical Memo	80	$ 185.00	$ 14,800.00	3.1%	$ 3,700.00	$ 11,100.00
4.6	West Yost Associates	Engineering Documents - Bid Docs. And Meetings	80	$ 185.00	$ 14,800.00	3.1%	$ 3,700.00	$ 11,100.00
4.7	Petralogix Engineering Inc.	Petralogix - 10% Markup On Services	1	$ 11,470.00	$ 11,470.00	2.4%	$ 2,867.50	$ 8,602.50
4.8	Petralogix Engineering Inc.	Project Management and Oversight	40	$ 125.00	$ 5,000.00	1.1%	$ 1,250.00	$ 3,750.00
4	**West Yost Associates**	**Preliminary Design**	**Sub Task - Subtotal**		**$ 131,170.00**	**27.7%**	**$ 32,792.50**	**$ 98,377.50**
Task - 5	**Consultant**	**Project Management Services**			**$ 53,700.00**	**11.3%**	**$ 13,425.00**	**$ 40,275.00**
5.1	Petralogix Engineering Inc.	Construction Bid and Proposal Development Assistance	140	$ 125.00	$ 17,500.00	3.7%	$ 4,375.00	$ 13,125.00
5.2	Petralogix Engineering Inc.	General Project Billing Preparations	160	$ 125.00	$ 20,000.00	4.2%	$ 5,000.00	$ 15,000.00
5.3	Petralogix Engineering Inc.	General Project Meetings and Public Interactions	120	$ 135.00	$ 16,200.00	3.4%	$ 4,050.00	$ 12,150.00
5	**Petralogix Engineering Inc.**	**Project Management**	**Sub Task - Subtotal**		**$ 53,700.00**	**11.3%**	**$ 13,425.00**	**$ 40,275.00**
Task - 6	**Consultant**	**Petition Services**			**$ 56,340.00**	**11.9%**	**$ 14,085.00**	**$ 42,255.00**
6.1	Petralogix Engineering Inc.	File Preparation and Meetings	60	$ 125.00	$ 7,500.00	1.6%	$ 1,875.00	$ 5,625.00
6.2	West Yost Associates	File Preparation and Consultation with Subs	80	$ 185.00	$ 14,800.00	3.1%	$ 3,700.00	$ 11,100.00
6.3	Moore Biological and Subs	Biological Consultation	100	$ 185.00	$ 18,500.00	3.9%	$ 4,625.00	$ 13,875.00
6.4	West Yost Associates	File Preparation and Consultation with Subs	60	$ 185.00	$ 11,100.00	2.3%	$ 2,775.00	$ 8,325.00
4.7	Petralogix Engineering Inc.	Petralogix - 10% Markup On Services	1	$ 4,440.00	$ 4,440.00	0.9%	$ 1,110.00	$ 3,330.00
5	**Petralogix Engineering Inc.**	**Project Management**	**Sub Task - Subtotal**		**$ 56,340.00**	**11.9%**	**$ 14,085.00**	**$ 42,255.00**
TOTAL CONTRACT AMOUNT - NOT TO EXCEED					**$ 474,380.00**	**100%**	**$ 118,595.00**	**$ 355,785.00**
							City of Lodi - 25% Share	DWR - 75% Share

Petralogix Engineering, Inc.
212 W.Pine Street - Suite #2
Lodi, California 95240

Exhibit C

Insurance Requirements for Consultant The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement 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 Agreement, 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. COMPREHENSIVE GENERAL LIABILITY
   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY
   $1,000,000 Combined Single Limit
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

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.).

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

(a) Additional Named Insured Endorsement
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) 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. An additional named insured endorsement is also required for Auto Liability.

(b) Primary and Non-Contributory Insurance Endorsement
Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(c) Waiver of Subrogation
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

(d) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(e) 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.

(f) 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 West Pine St., Lodi, CA 95240.

(g) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.

(h) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(i) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, 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 Agreement 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. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	12/16/2015
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	531		32205	Fund Balance	$ 525,000.00
B. USE OF FINANCING	531	53199000	77020	Wastewater Capital Projects	$ 525,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract with Petralogix for technical services for the White Slough Water Pollution Control Facility pond expansion project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: _____

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PETRALOGIX ENGINEERING, OF GALT, FOR ENGINEERING SERVICES FOR THE WHITE SLOUGH WATER POLLUTION CONTROL FACILITY EXPANSION POND PROJECT, AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, in October 2015, the City was conditionally awarded a Proposition 84, Delta, San Joaquin River, and Sacramento River Water Quality Program Grant, in the amount of $4,600,000, by the California Department of Water Resources (DWR); and

WHEREAS, upon final approval by DWR, the grant will fund up to 75 percent of the total proposed costs (environmental, design, and construction) of onsite recycled water storage facilities, intended to improve groundwater quality in the region; and

WHEREAS, Petralogix Engineering is currently under contract to provide grant funding award assistance and to prepare the environmental review of the proposed project in conformance with California Environmental Quality Act guidelines; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Petralogix Engineering, of Galt, for engineering services for the White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of $474,380; and further recommends appropriating funds in the amount of $525,000; and

WHEREAS, Council is only willing to authorize the execution of the agreement if it is amended to allow termination by the City in the event that the grant is not awarded with payment to Petralogix for work directed by staff through termination.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Petralogix Engineering, of Galt, California, for engineering services for the White Slough Water Pollution Control Facility Expansion Pond Project, in the amount of $474,380 subject to the revision set forth above; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby appropriate funds in the amount of $525,000 for the project.

Dated: January 20, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 20, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-06

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Pacific EcoRisk, Inc., of Fairfield, for Toxicity Reduction Evaluation Action Plan ($17,000)

MEETING DATE: January 20, 2016

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Pacific EcoRisk, Inc., of Fairfield, for Toxicity Reduction Evaluation Action Plan, in the amount of $17,000.

BACKGROUND INFORMATION: The National Pollutant Discharge Elimination System (NPDES) requires White Slough Water Pollution Control Facility (WSWPCF) to monitor chronic toxicity on a quarterly basis. The chronic toxicity analysis requires fish (fathead minnows), algae, and crustaceans (water fleas) to be monitored for survival and reproduction in the final effluent. All of these species are extremely sensitive to water quality and indicate biological survivability in the receiving water.

During the 2015 fourth quarter monitoring, the water flea did not sufficiently reproduce. In accordance with permit requirements, that required the City to perform accelerated monitoring comprising multiple and more frequent sampling. If additional failures occur during the accelerated monitoring period a Toxicity Reduction Evaluation (TRE) Action Plan is required.

The accelerated monitoring began Monday, December 14, 2015. On January 5, 2016, staff was notified of a second failure during the accelerated monitoring period, triggering a TRE Action Plan. The total cost for accelerated monitoring ($6,026) and TRE Action Plan ($9,428.25) is $15,454.25.

Staff is actively working to determine the cause of the toxicity and will take appropriate action as soon as possible.

Staff recommends authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with Pacific EcoRisk, Inc., for TRE Action Plan, in the amount of $17,000.

FISCAL IMPACT: If WSWPCF does not perform the TRE, the City will be in violation of the discharge permit and exposed to fines and penalties.

FUNDING AVAILABLE: Plant Operations FY 2015/16 (53053003.72450)

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Interim Public Works Director

CES/KH/trb
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

PACIFIC ECORISK, INC.
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this __ day of January, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PACIFIC ECORISK, INC. (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into Professional Services Agreement (Agreement) on October 23, 2015, as set forth in Exhibit 1;

2. WHEREAS, CITY seeks to amend the Agreement to expand the scope of service and fees as set forth in Exhibits 2 and 3;

3. WHEREAS, CITY seeks to increase the total cost of services, not to exceed $30,137;

4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fees in the Agreement as set forth in Exhibits 1, 2 and 3, respectively. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on _____, 20__.

CITY OF LODI, a municipal corporation

_____
STEPHEN SCHWABAUER
City Manager

PACIFIC ECORISK, INC.

_____
STEPHEN L. CLARK
Vice President

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

Exhibit 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on October 23, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PACIFIC ECORISK (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 Quarterly Toxicity Testing (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 November 1, 2015 and terminates upon the completion of the Scope of Services or on October 31, 2016, 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 and costs), 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, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

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: Brian Longpre

To CONTRACTOR: Pacific EcoRisk
2250 Cordelia Road
Fairfield, CA 94534
Attn: Stephen L. Clark

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 D apply to this Agreement. In the event of a conflict between the terms of this Agreement 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:

JENNIFER M. FERRAIOLO
City Clerk

F. WALLY SANDELIN
Public Works Director

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

By: _____

PACIFIC ECORISK

By: _____
Name: STEPHEN L. CLARK
Title: Vice President

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: **53053003.72450**
(Business Unit & Account No.)

Doc ID:\\lodi.gov\pwws\Admin Clerk\PSA's\Pacific EcoRisk\Pacific EcoRisk PSA

CA:Rev.01.2015

Exhibit A

PACIFIC ECORISK

Brian Longpre
City of Lodi
1331 S. Ham Lane
Lodi, CA 95242

October 1 2015

Brian:

Per your request, we are providing you with the following Scope of Services that Pacific EcoRisk will provide to address toxicity testing to be performed for the City of Lodi.

The City of Lodi is required to perform quarterly chronic 3-species aquatic toxicity testing per Attachment E (Section V) of their NPDES permit (Order # R5-2013-0125). Pacific EcoRisk will perform this testing for 4th quarter 2015 and the 1st and 2nd quarter 2016 per the costs provided in the quote dated October 1, 2015. Pacific EcoRisk will ship coolers and sample containers for this testing to the City of Lodi, but City of Lodi staff have chosen to be responsible for delivery of the samples to Pacific EcoRisk. This testing will be performed in accordance with the guidance provided in the EPA chronic freshwater toxicity testing manual (EPA 821-R-02-13), and will be reviewed in accordance with this manual and the guidance provided in the EPA guidance document, *Method Guidance and Recommendations for Whole Effluent Toxicity (WET) Testing (40 CFR Part 136)*. Our standard report turn-around-time of 14 days after test termination will be applied to this project.

Pacific EcoRisk is nationally certified to perform this testing (ORELAP Lab ID 4043, Certificate #4043-003), but also maintains accreditation through CA-ELAP (Certificate #2085); all work for the City of Lodi will be performed under the more stringent quality requirements of the National Environmental Laboratory Accreditation Program.

Please give me a call at (707) 207-7766 if you have any questions regarding Scope of Services.

Sincerely,

Stephen L. Clark

Digitally signed by Stephen L. Clark
Date: 2015.10.01 14:43:22 -08'00'

Stephen L. Clark
Vice President & Special Projects Director

Exhibit B

Pacific EcoRisk
2250 Cordelia Rd.
Fairfield, CA 94534
PH (707)207-7760
FAX (707)207-7916

Cost Quote

Quote #:	**N/A**
Date:	**10/1/15**
Good Through:	**6/30/16**

Prepared For:

City of Lodi 1331 S. Ham Lane Lodi, CA 95242	Contact: Brian Longpre Phone: 209-642-0749 email: blongpre@lodi.gov

Service	Quantity	Unit	Unit Fee	Net Fee
City of Lodi NPDES Toxicity Testing				
Chronic Toxicity Testing (100%)				
96-hr algal growth test with *Selenastrum capricornutum*	3	ea.	$811	$2,433
7-day Survival and reproduction chronic test with *Ceriodaphnia dubia*	3	ea.	$811	$2,433
7-day Survival and growth chronic test with fathead minnows	3	ea.	$811	$2,433
Reference Toxicant Testing				
Concurrent chronic *Selenastrum capricornutum* REFTOX	3	ea.	$1,117	$3,351
Concurrent chronic *Ceriodaphnia dubia* REFTOX	3	ea.	$1,292	$3,876
Concurrent chronic fathead minnow REFTOX	3	ea.	$1,384	$4,152
		50% Cost Share		*$5,690*
Cooler/Sample Container Shipment to City of Lodi	9	ea.	$15	$135
		10% G&A		$14
Report Preparation (per report)				
Senior Scientist	4	hrs.	$121	*fee waived*
Project Manager	2	hrs.	$191	*fee waived*
			Total	**$13,137.00**

Notes and Assumptions

1. Quote covers quarterly chronic toxicity testing requirement through June 30, 2015 for the current Lodi NPDES permit. As page E-7 of the permit allows for testing with one control, the costs above reflect testing only with a Lab Water Control (i.e., do not include costs for testing a Receiving Water sample).
2. **Note:** Reference toxicant testing is required in the permit to be performed concurrent effluent testing. The reference toxicant costs assume that the City of Lodi will provide flexibility to schedule their testing concurrent with another client; this results in a 50% reduction in the costs of the reference toxicant testing.
3. Cost includes Standard Report TAT of 14 days from test termination.
4. Sample delivery and transport costs not included in quote, and will be addressed by the City of Lodi.

Acceptance Signature: _____ Date: _____

Print Name: _____

Exhibit C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement 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 Agreement, 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. COMPREHENSIVE GENERAL LIABILITY
   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

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.).

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

(a) Additional Named Insured Endorsement
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) 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. An additional named insured endorsement is also required for Auto Liability.

(b) Primary and Non-Contributory Insurance Endorsement
Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13. A primary and non-contributory insurance endorsement is also required for Auto Liability.

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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(d) 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.

(e) 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 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

Exhibit 2

PACIFIC ECORISK ENVIRONMENTAL CONSULTING & TESTING

Pacific EcoRisk
2250 Cordelia Rd.
Fairfield, CA 94534
PH (707)207-7760
FAX (707)207-7916

Cost Quote

Quote #:	N/A
Date:	11/30/15
Good Through:	6/30/16

Prepared For:

City of Lodi 1331 South Ham Lane Lodi, CA 95242	Contact: Brian Longpre Phone: 209-642-0749 email: blongpre@lodi.gov

Service	Quantity	Unit	Unit Fee	Net Fee
City of Lodi NPDES Accelerated Toxicity Testing				
Chronic Toxicity Testing (100% Effluent)				
7-day Survival and reproduction chronic test with *Ceriodaphnia dubia*	4	ea.	$811	$3,244
Reference Toxicant Testing				
Concurrent chronic *Ceriodaphnia dubia* REFTOX	4	ea.	$1,292	$5,168
		50% Cost Share		*$2,584*
Cooler/Sample Container Shipment to City of Lodi	12	ea.	$15	$180
		10% G&A		$18
Report Preparation (per report)				
Senior Scientist	2	hrs.	$121	*fee waived*
Project Manager	1	hrs.	$191	*fee waived*
			Total	**$6,026.00**

Notes and Assumptions

1. Quote covers accelerated monitoring (4 tests) utilizing 100% effluent only.
   Note: Reference toxicant testing is required in the permit to be performed concurrent with effluent testing. The reference toxicant costs
2. assume that the City of Lodi will provide flexibility to schedule their testing concurrent with another client; this results in a 50% reduction in the costs of the reference toxicant testing.
3. Cost includes Standard Report TAT of 14 days from test termination.
4. Sample delivery and transport costs not included in quote, and will be addressed by the City of Lodi.

Acceptance Signature: _____ Date: _____

Print Name: _____

Exhibit 3

PACIFIC ECORISK ENVIRONMENTAL CONSULTING & TESTING

Brian Longpre
City of Lodi
1331 S. Ham Lane
Lodi, CA 95242

December 9, 2015

Brian:

Per your request, we are providing you with the following Scope of Services that Pacific EcoRisk (PER) will provide to address accelerated monitoring and Toxicity Reduction Evaluation requirements in the City of Lodi NPDES permit.

The City of Lodi is required to perform quarterly chronic 3-species aquatic toxicity testing per Attachment E (Section V) of their NPDES permit (Order # R5-2013-0125). Should a toxicity of greater than 1 Toxic Unit (TU = 100/No Observed Effects Concentration) be observed for routine quarterly compliance testing, Section C.2.a. requires the following services that PER will provide:

i. **Accelerated Monitoring and TRE Initiation.** When the numeric toxicity monitoring trigger is exceeded during regular chronic toxicity monitoring, the Discharger shall initiate accelerated monitoring as required in the Accelerated Monitoring Specifications. The Discharger shall initiate a TRE to address effluent toxicity if any WET testing results exceed the numeric toxicity monitoring trigger during accelerated monitoring.

ii. **Numeric Toxicity Monitoring Trigger.** The numeric toxicity monitoring trigger to initiate a TRE is > **1 TU_c** (where TU_c = 100/NOEC). The monitoring trigger is not an effluent limitation; it is the toxicity threshold at which the Discharger is required to begin accelerated monitoring and initiate a TRE when the effluent exhibits toxicity.

iii. **Accelerated Monitoring Specifications.** If the numeric toxicity monitoring trigger is exceeded during regular chronic toxicity testing, the Discharger shall initiate accelerated monitoring within 14 days of notification by the laboratory of the exceedance. Accelerated monitoring shall consist of four (4) chronic toxicity tests conducted once every 2 weeks using the species that exhibited toxicity. The following protocol shall be used for accelerated monitoring and TRE initiation:

(a) If the results of four (4) consecutive accelerated monitoring tests do not exceed the monitoring trigger, the Discharger may cease accelerated monitoring and resume regular chronic toxicity monitoring. However, notwithstanding the accelerated monitoring results, if there is evidence of effluent toxicity, the Executive Officer may require that the Discharger initiate a TRE.

(b) If the source(s) of the toxicity is easily identified (e.g., temporary plant upset), the Discharger shall make necessary corrections to the facility and shall continue accelerated monitoring until four (4) consecutive accelerated tests do not exceed the monitoring trigger. Upon confirmation that the effluent toxicity has been removed, the Discharger may cease accelerated monitoring and resume regular chronic toxicity monitoring.

(c) If the result of any accelerated toxicity test exceeds the monitoring trigger, the Discharger shall cease accelerated monitoring and begin a TRE to investigate the cause(s) of, and identify corrective actions to reduce or eliminate effluent toxicity. Within thirty (30) days of notification by the laboratory of any test result exceeding the monitoring trigger during accelerated monitoring, the Discharger shall submit a TRE Action Plan to the Central Valley Water Board including, at minimum:

(1) Specific actions the Discharger will take to investigate and identify the cause(s) of toxicity, including a TRE WET monitoring schedule;

(2) Specific actions the Discharger will take to mitigate the impact of the discharge and prevent the recurrence of toxicity; and

(3) A schedule for these actions.

In regards to the TRE services, PER includes a site visit, an initial TRE facility performance evaluation, and a TRE Action Plan. The scope of work for the TRE are as follows:

Task 1: Site Visit, Interview, Kick-Off Meeting

PER will conduct a single site visit and initial kick-off meeting at the Lodi WWTP. Efficient and successful TRE's require close association and communication between parties familiar with collection system, industrial pretreatment, and facility operations. PER's project manager and project assistant will attend this site visit and meeting. The purpose of the site visit and meeting will be to tour the WWTP, interview collection system, pretreatment program, WWTP operations and engineering staff, and review/observe effluent sample collection and handling procedures first hand so as to develop a "most likely" list of possible causes or contributors to observed effluent toxicity. Information developed at this meeting will be utilized to prepare a TRE Action Plan (Task 2). This brief report will be prepared for the Central Valley Water Board, and will summarize Lodi's future planned investigative actions.

Task 2: Initial Facility Performance Evaluation and TRE Action Plan

PER will prepare a draft TRE Action Plan for Lodi's review and comment. Consistent with Lodi's NPDES permit, this report will include a) the specific actions Lodi will take to investigate and identify the causes of toxicity (including a review of existing data and a

facility performance evaluation), b) a TRE WET monitoring schedule, c) general actions Lodi will take to control toxicity and prevent its recurrence, and d) a schedule for implementation of these actions. In preparation of this report, PER will utilize all information and data obtained through the site visit and kick-off meeting to plan and document strategies for the TRE investigation (i.e., initial facility performance evaluation). A single round of comment and revision is budgeted for the administrative draft.

Deliverables:

- Administrative Draft TRE Action Plan
- Final TRE Action Plan Amendment and Progress Update

PER's laboratory is nationally certified to perform this testing (ORELAP Lab ID 4043, Certificate #4043-003), but also maintains accreditation through CA-ELAP (Certificate #2085); all work for the City of Lodi will be performed under the more stringent quality requirements of the National Environmental Laboratory Accreditation Program.

Please give me a call at (707) 207-7766 if you have any questions regarding Scope of Services.

Sincerely,

Stephen L. Clark

Digitally signed by Stephen L. Clark
Date: 2015.12.09 14:11:14 -08'00'

Stephen L. Clark
Vice President & Special Projects Director

Pacific EcoRisk
2250 Cordelia Rd.
Fairfield, CA 94534
PH (707)207-7760
FAX (707)207-7916
TAX ID #: 68-0482693

QUOTE

Quote #:	NA
Date:	12/9/15
Good Through:	2015

Prepared For:

City of Lodi 1331 South Ham Lane Lodi, CA 95242	Contact: Brian Longpre Phone: 209-642-0749 email: blongpre@lodi.gov

Service	Quantity	Unit	Unit Fee	Net Fee
City of Lodi WWTP - TRE Action Plan				
Task 1: Site Visit, Interview, Kick-off Meeting				
Brant Jorgenson	9	hrs.	$191	$1,719.00
Senior Scientist	9	hrs.	$138	$1,242.00
Mileage	350	mile	$0.575	$201.25
Task 2: Initial Facility Performance Evaluation and TRE Action Plan				
Senior Scientist	20	hrs.	$138	$2,760.00
Brant Jorgenson	16	hrs.	$191	$3,056.00
Scott Ogle	2	hrs.	$225	$450.00
			Total	**$9,428.25**

Notes & Assumptions:

1. Please see associated scope of work.
2. Quoted as time and materials not to exceed. Only actual hours utilized would be billed.
3. TRE related toxicity testing is not included in quote
4. Initial facility peformance evaluation inlcudes review of influent, effluent, and plant process data for period of observed toxicity.

Not to exceed $17,000

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH PACIFIC ECO RISK, OF FAIRFIELD,
FOR TOXICITY REDUCTION EVALUATION ACTION PLAN

==========

WHEREAS, the National Pollutant Discharge Elimination System (NPDES) requires White Slough Water Pollution Control Facility to monitor chronic toxicity on a quarterly basis; and

WHEREAS, during the 2015 fourth-quarter monitoring by the NPDES, White Slough Water Pollution Control Facility failed a portion of the chronic toxicity analysis, requiring accelerated monitoring; and

WHEREAS, on January 5, 2016, staff was notified of a second failure of the Water Flea Test (within the accelerated monitoring period), triggering a Toxicity Reduction Evaluation (TRE) Action Plan; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Pacific EcoRisk, Inc., for the accelerated monitoring and the TRE Action Plan, in an amount not to exceed $17,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Pacific EcoRisk, Inc., of Fairfield, California, for the accelerated monitoring and TRE Action Plan, in an amount not to exceed $17,000.

Dated: January 20, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 20, 2016 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-07

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Headwaters Kayak Shop Non-Motorized Boat Concession Agreement

MEETING DATE: January 20, 2016

PREPARED BY: Parks, Recreation and Cultural Services Director

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RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Headwaters Kayak Shop Non-Motorized Boat Concession Agreement.

BACKGROUND INFORMATION: The City entered into a concession agreement with Headwaters Kayak Shop on April 1, 2014, turning over non-motorized boat rentals at Lodi Lake Park to the Lodi company in return for 15 percent of gross revenue.

The agreement has proven financially beneficial to Parks, Recreation and Cultural Services and the department has an excellent relationship with Headwaters Kayak Shop. Revenue increased approximately 40 percent from 2014 to 2015, and annual Boat House revenue has nearly tripled since the City entered into the agreement.

In addition, the concessionaire has been an outstanding corporate citizen by promoting Lodi Lake, participating in lake cleanup activities, providing free paddling activities for injured war veterans, and other community activities, such as providing prizes worth more than $2,500 for the Headwaters Treasure Hunt, the kickoff event to Parks, Recreation and Cultural Services' 75th anniversary year.

The concession agreement provides for contract extensions through April 1, 2017. All other terms remain the same. Adopting this resolution authorizes the City Manager to execute the one-year extension.

FISCAL IMPACT: Headwaters has increased annual Boat House revenue by nearly $10,000, and is responsible for a portion of vehicle entrance fees in an unknown amount.

FUNDING AVAILABLE: Not applicable.

_____
Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

HEADWATERS KAYAK SHOP
NON-MOTORIZED BOAT CONCESSION AGREEMENT

THIS AMENDMENT NO. 1 TO NON-MOTORIZED BOAT CONCESSION AGREEMENT, is made and entered this ____ day of January, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and HEADWATERS KAYAK SHOP (hereinafter "CONCESSIONAIRE").

W I T N E S S E T H:

1. WHEREAS, CONCESSIONAIRE and CITY entered into a Concession Agreement (hereinafter, "Agreement") on April 1, 2014 as set forth in Exhibit 1 attached hereto and made a part hereof; and

2. WHEREAS, CONCESSIONAIRE and CITY wish to amend said Agreement to extend the term of the Agreement to April 1, 2017; and

3. WHEREAS, CONCESSIONAIRE and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and extend the term of the Agreement to April 1, 2017. All other terms and conditions shall remain as set forth in the Agreement (Exhibit 1).

IN WITNESS WHEREOF, CITY and CONCESSIONAIRE have executed this Amendment No. 1 on _____, 2016.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

_____
STEPHEN SCHWABAUER
City Manager

HEADWATERS KAYAK SHOP
hereinabove called "CONCESSIONAIRE"

_____
DANIEL J. ARBUCKLE
Owner

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

EXHIBIT 1

CITY OF LODI
NON-MOTORIZED BOAT CONCESSION AGREEMENT

THIS CITY OF LODI CONCESSION AGREEMENT ("Agreement") is entered into by and between THE CITY OF LODI, a California municipal corporation ("CITY"), and Headwaters Kayak Shop ("CONCESSIONAIRE"), to be effective upon execution by the parties (the "Effective Date"), as follows:

1. Incorporated Documents. This Agreement is created pursuant to CITY's REQUEST FOR PROPOSAL ("RFP") for Non-Motorized Boat Concessions issued by the CITY on October 7, 2013, and CONCESSIONAIRE's proposal in response to the RFP in response to the RFP, dated Nov. 14, 2013. Attached and incorporated herein are the following documents: Site Map (Exhibit A) and Non-Motorized Boat Concession Requirements (Exhibit B). The Operating Plan submitted by CONCESSIONAIRE as part of its proposal is also attached hereto as Exhibit C and incorporated herein. In addition to the terms and conditions set forth in this Agreement, CONCESSIONAIRE agrees to fully abide by the Non-Motorized Boat Concessions Requirements (Exhibit B) and the Operating Plan (Exhibit C).

2. Right to Enter. Subject to the terms and conditions of this Agreement, CITY hereby grants permission to CONCESSIONAIRE, its employees, and agents to operate a non-motorized boat concession ("Concession") as defined in section 3 below at the Lodi Lake Boat House, as depicted on Exhibit A hereinafter referred to as the "Site".

3. Use of Site. This Agreement is granted to CONCESSIONAIRE for the sole purpose of allowing CONCESSIONAIRE to operate a non-motorized boat concession of kayaks, canoes, paddle boards and pedal boats, hereinafter referred to as "Concession." Concession means an operation involving the conducting of non-motorized boat rentals (and tours, if included in Operating Plan), delivering and removing non-motorized rental and tour boats, and serving the general public under the terms and conditions of this Agreement. There shall be no commercial use of any other areas of Lodi Lake Park by CONCESSIONAIRE without approval of the CITY's Parks, Recreation and Cultural Services Director ("DIRECTOR"). Renting or selling of equipment or any other merchandise unrelated to non-motorized boating is not allowed under this Agreement. CONCESSIONAIRE shall not infringe the right of the public to use the dock and kayak launch free of charge for their personal non-motorized boats during normal business hours. Any use other than as a Concession as described herein shall constitute good cause for immediate termination of this Agreement.

4. Maximum Days and Hours of Operation. CONCESSIONAIRE shall not conduct any Concession prior to Lodi Lake Park ("Park") opening on days the park is open to the public. All non-motorized boats must be removed from outdoor storage areas before sunset. All non-motorized boat tours are to be completed and out of the water fifteen (15) minutes before sunset daily, unless authorized by DIRECTOR. All Concession operations are permitted seven days a week with the following exceptions:

   a. CITY reserves the right to limit or prohibit Concession operations on the Fourth of July.

   b. Special Events. Unless otherwise authorized by DIRECTOR, CONCESSIONAIRE may not operate on days designated by CITY for Special Events when general public access to the Park is restricted. CITY shall give CONCESSIONAIRE advance written notice of any such Special Events.

5. Competent Management. Throughout the term of this Agreement, CONCESSIONAIRE shall provide competent management of the Concession and the Site for the permitted uses to the satisfaction of the City Manager or designee. CONCESSIONAIRE covenants at all times to operate the Concession for the above-specified purposes and diligently conduct the Concession to maximize gross revenue.

6. Term. The term of this Agreement ("Term") shall be one year commencing April 1, 2014 ("Commencement Date"), with two one-year renewal options. "Agreement Year" as used in this Agreement shall mean the twelve-month period during the Term commencing on the Commencement Date and each twelve-month renewal as may be exercised by CITY. Renewals options may be exercised at the discretion of CITY based on the performance of CONCESSIONAIRE and adherence to the terms and conditions set forth herein. CITY retains the sole right to determine if the renewal option shall be granted.

7. Termination. This Agreement may be terminated at any time by either party upon ninety (90) days prior written notice to the other party. Any written notice to this effect shall be served in accordance with Section 43 of this Agreement.

8. Revocable License. This Agreement is not a lease. It is a license to use CITY-owned property, and may be revoked by CITY, in its sole discretion, at any time. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by CONCESSIONAIRE as a result of termination or suspension of this Agreement. CONCESSIONAIRE expressly waives any claim for expense or loss which CONCESSIONAIRE might incur as a result of CITY'S termination or suspension of this Agreement or for the scheduling of any Special Events pursuant to Section 4.b that conflict with or prohibit CONCESSIONAIRE's use of the Site.

9. Special Provisions

   a. Operating Plan. The Operating Plan(s) for April 1, 2014 through March 31, 2015 submitted with CONCESSIONAIRE's response to the CITY'S RFP shall be revised by CONCESSIONAIRE, if required by CITY to meet CITY's approval, and the final CITY approved Operating Plan(s) shall be incorporated into this Agreement as Attachment C. Beginning April 1, 2014, and for every 12 months thereafter during the Term, the CONCESSIONAIRE shall provide CITY with an Operating Plan for the upcoming twelve month term for CITY'S approval no later than February 1 beginning in 2015. All Operating Plans submitted to CITY should be consistent with the format and content of the Operating Plans included as Attachment C. CITY in its sole discretion shall have the right to approve or disapprove the proposed Operating Plan. Once approved, CONCESSIONAIRE shall not make any changes to the Operating Plan without prior written approval of CITY. CONCESSIONAIRE shall not operate the Concession at any time during the Term without an Operating Plan fully approved by the City valid for the time period of operation.

   b. Operations. CITY reserves the right to make changes at any time to CONCESSIONAIRE'S tour schedule (if applicable) and/or the number of individual non-motorized boat rentals permitted at any given time, based on operational and safety considerations. **At all times, the CONCESSIONAIRE shall ensure that all permitted operations comply with the Non-Motorized Boat Concession Requirements incorporated herein as Exhibit B.**

c. Standard of Employees. CONCESSIONAIRE and its employees shall at all times conduct themselves and the operations of the Concession in a respectable and courteous manner. CONCESSIONAIRE shall thoroughly train its employees in their duties and shall regularly monitor them to ensure that they behave in a courteous manner, do not disturb the quiet enjoyment of other park users, and otherwise comply with all of the Non-Motorized Boat Concession Requirements set forth as Exhibit B to this Agreement. CONCESSIONAIRE, its employees and agents are required to be fingerprinted and background checked in a manner authorized by the Department of Justice. CONCESSIONAIRE shall assume all expenses associated with the fingerprinting and background checks. CONCESSIONAIRE shall not permit any employee or agent to work at the Site who has been convicted of any offense identified in Penal Code section 11105.3 and shall immediately remove any employee from the Site who has been arrested for any offense identified in Penal Code section 11105.3, until such time as CITY can conduct an investigation into the circumstances of the arrest. Expunged convictions shall be considered convictions for purposes of this section except where the expungement is based on a finding of factual innocence.

d. Exclusiveness of Agreement and Unauthorized Vending. CITY, by granting this Agreement to CONCESSIONAIRE, makes no warranty that the Site shall be free of unauthorized vending or that any specific level of police or lifeguard enforcement against such activities shall be maintained.

e. CONCESSIONAIRE's Storefront address is:
Headwater Kayak Shop
847 N. Cluff Ave., Suite A-6
Lodi, CA 95240

f. Site. CONCESSIONAIRE shall erect no improvements on the Site without prior written approval by CITY. The Site must be maintained so as to present a neat and attractive appearance to the satisfaction of DIRECTOR. Any items or improvements brought on the Site by CONCESSIONAIRE must be approved in writing by CITY and shall not remain at the site after permitted hours of operation, unless prior written approval of CITY is obtained.

g. Improvements to the Site. Upon expiration or termination of this Agreement, any and all improvements, trade fixtures, structures, and installations or additions to the Site now existing or constructed on the Site by CONCESSIONAIRE shall be deemed to be part of the Site and shall become CITY's property free of all liens and claims. All personal property remaining on the Site after expiration or termination shall also become the property of CITY. Alternatively, CITY, at its option, may require CONCESSIONAIRE to immediately remove any and all improvements, trade fixtures, structures, installations and additions to the Site at CONCESSIONAIRE's sole cost and expense.

h. Maintenance of Site. CONCESSIONAIRE agrees not to commit or allow to be committed any waste or injury or any public or private nuisance at the site, to keep the Site clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in or about the site to the satisfaction of CITY and at CONCESSIONAIRE's sole cost and expense. Site must be cleaned up by CONCESSIONAIRE each day, CONCESSIONAIRE is operating at the Site and CONCESSIONAIRE shall promptly inform CITY of any safety concerns related to CITY property.

i. CITY Boats. CONCESSIONAIRE shall allow CITY to store motorized boats on the water within the Boat House, provide other space as needed to store CITY equipment and supplies used specifically for motor boat operations, and allow CITY staff to access the Site as needed. Customers of CITY motorized boat tours shall be allowed in the dock area, but not within the Boat House.

10. Fees.

a. Percentage Fee. The Percentage Fee shall be calculated on a calendar month basis and shall consist of fifteen percent (15.00%) of the total Gross Revenue (as defined in Section 10.f of this Agreement) of CONCESSIONAIRE resulting from rentals and all activities associated with the CONCESSIONAIRE's activities as permitted under this Agreement. The City Manager, in his sole discretion, may approve another percentage rate or minimum rate for each other incidental service or operation supplementary to the permitted uses stated in Section 3, Use of Site, as may be approved in writing by the City Manager prior to the commencement of any additional service or operation. Provided however, any activity conducted on the Site without the prior written approval of the City Manager shall be subject to the provisions of Section 10.e Unauthorized Use Charge.

b. Minimum Fee. The annual Minimum Fee established for the first two Agreement Years following the effective date of this Agreement is Five Thousand Dollars ($5,000.00), or Four Hundred Sixteen Dollars and 67 Cents ($416.67) on a monthly installment basis ("Monthly Minimum Fee").

The Monthly Minimum Fee is to be paid in monthly installments on or before the day of the calendar month when the percentage fee is due pursuant to Section 10.j. Time and Place of Payment. The first payment is due May 31, 2014. In the event that the combined total amount of fees paid by CONCESSIONAIRE (consisting of the percentage fee payments and the Monthly Minimum Fee paid) during any Agreement Year equal or exceed the required annual Minimum Fee for that year, for the balance of that year, CONCESSIONAIRE shall discontinue paying the Monthly Minimum Fee until the beginning of the next Agreement Year and shall only pay the Percentage Fee until such time.

c. Minimum Fee Adjustment. Effective at the beginning of the first day of the third Agreement Year ("Adjustment Date"), the annual Minimum Fee shall be set at eighty percent (80.00%) of the annual average of the Total Fees Paid under this Agreement for the two (2) Agreement Years immediately preceding the Adjustment Date. The annual average of the Total Fees Paid shall then be divided by twelve (12) to establish the new Monthly Minimum Fee. It is recognized that the adjustments shall be calculated by CITY upon completion of payments due for the two (2) preceding Agreement Years in order to determine the amount of the Minimum Fee for the remaining Term. Until such calculations are completed, CONCESSIONAIRE shall continue paying the Monthly Minimum Fee at the then existing rate. Any additional fees determined by the adjustment to be due for the months previously paid at the prior rate shall be paid to CITY within thirty (30) days following written notice provided pursuant to Section 43 of this Agreement. In no event shall the Minimum Fee Adjustment result in a decrease in the Minimum Fee requirement in effect immediately prior to the Adjustment Date. In the event that the Total Fees Paid prior to the Adjustment Date do not exceed the current annual Minimum Fee, the annual Minimum Fee shall be increased to one-hundred five percent (105.00%) of the annual Minimum Fee most recently in effect.

d. Delinquent Concession Fee. If CONCESSIONAIRE fails to pay any Concession fees when due, CONCESSIONAIRE shall pay the delinquent fee plus a late fee equal to five percent (5%) of the delinquent fee. If fees remain unpaid more than fifteen (15) days past the due date, the late fee shall be increased to ten percent (10%) of the delinquent fee, which CONCESSIONAIRE shall pay in addition to delinquent fee. The parties agree that such delinquent fees are appropriate to compensate CITY for loss resulting from concession fee delinquency, including lost interest opportunities, legal costs, and the cost of servicing the delinquent account.

e. Unauthorized Use Charge. CONCESSIONAIRE shall pay to CITY, as an additional fee, an unauthorized use charge equal to hundred percent (100%) of the Gross Revenue (as defined in Section 10.f) received from any service or use of the Site by CONCESSIONAIRE that is not allowed under this Agreement. Such payment is subject to the due date provided in this Agreement for fee payments and the provisions for delinquent or unpaid fee. Neither the existence of such an unauthorized use charge nor the payment of such charge, or any part of it, shall constitute an authorization of an unauthorized use, and shall not be waiver of any of the CITY'S rights under this Agreement.

f. Gross Revenue. "Gross Revenue," as used in this Agreement shall include all income resulting from the Concession whether received or to become due; provided, however, that Gross Revenue shall not include federal, state, or municipal taxes collected from the CONCESSIONAIRE (regardless of whether the amount is stated to the consumer as a separate charge) and paid over periodically by CONCESSIONAIRE to a governmental agency accompanied by a tax return or statement as required by law. Possessory interest taxes or other property taxes shall not be deducted by CONCESSIONAIRE in computing Gross Revenue. Gross Revenues shall not include refund of deposits. The amount of taxes and refunds shall be clearly shown on the books and records of CONCESSIONAIRE. The Percentage Fee shall be calculated and paid by CONCESSIONAIRE on the basis of Gross Revenue whether the income is received by CONCESSIONAIRE or by any of CONCESSIONAIRE's agents, employees, permittees, or representatives, and all Gross Revenue received by any of CONCESSIONAIRE's agents, employees, permittees, representatives, or other party as a result of occupancy or operation of the Site shall be regarded as Gross Revenue of CONCESSIONAIRE for the purpose of calculating the Percentage Fee required to be paid by CONCESSIONAIRE to CITY, except as may be otherwise specified by this Agreement.

g. Payment Procedure.

On or before the last day of the calendar month following the calendar month in which the Gross Revenue subject to the Percentage Fee was earned, CONCESSIONAIRE shall provide CITY with a correct income statement for the Site operated by CONCESSIONAIRE together with a payment of fees on all applicable Gross Revenue in a form selected by CITY. The statement shall be signed by CONCESSIONAIRE or its authorized agent attesting to the accuracy of the income statement. Each statement will include:

i. Total Gross Revenue for the subject month itemized as to business categories for which the separate Percentage Fee is established.

ii. The Percentage Fee due CITY and the manner in which such Percentage Fee was computed and totaled.

iii. The accumulated total of all fees previously paid to CITY for the current term year.

iv. Payments in the greater of the two following amounts: The Monthly Minimum Fee or the total Percentage Fee due CITY computed as described in this Section 10.

h. Inspection of Records.

i. Records. CONCESSIONAIRE shall at all times during the Term keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities conducted upon and financial transactions resulting from the use of the Site. The records shall be supported by source documents such as sales slips, daily cash register tapes, purchase invoices, tour lists, or other documents as necessary to allow CITY to easily determine the Gross Revenue. Any retail sales or charges will be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices that lock in sales totals and other transaction numbers and sales details that are not resettable. Totals registered shall be read and recorded at the beginning and end of each business day. In the event of admission charges or concession fees, CONCESSIONAIRE shall issue serially numbered tickets for such admission or concession fees and shall keep an adequate record of such tickets, as well as a record of unissued tickets. All retail sales and charges may be recorded by a system other than cash registers of other comparable devices provided such a system is approved by the CITY in writing.

ii. Financial Statements. Within sixty (60) days after the end of the each Agreement Year, CONCESSIONAIRE shall at its sole cost and expense, submit to CITY a statement in which the total Gross Receipts and the corresponding amounts of Percentage Fees paid CITY for the year are classified according to the categories of business established for any Percentage Fees and for any other business conducted on or from the Site. The statement shall be signed by CONCESSIONAIRE and a duly authorized financial representative of CONCESSIONAIRE attesting to the accuracy thereof, which shall be legally binding upon CONCESSIONAIRE.

iii. Right to Inspect. All of CONCESSIONAIRE's books of account, records, and supporting documentation, as described under Section 10.h.i., shall be kept for at least five (5) years and made available to CITY in one location within the City of Lodi. These books and records must be maintained separately from all other accounts not relating to the Site. The CITY, at its discretion, shall have the right to inspect and audit the business of CONCESSIONAIRE, its agents, representatives and permittees operating on, and in connection with, the Site as necessary and appropriate for CITY to determine the amounts of Concession fees due CITY in compliance with the requirements of this Agreement. At CITY'S request, CONCESSIONAIRE shall promptly provide, at CONCESSIONAIRE's expense, any necessary data to enable CITY to fully comply will all requirements

of the state and federal government for Agreement information or reports concerning the Concessions. Such data will include, if required, a detailed breakdown of CONCESSIONAIRE's receipts and expenses.

iv. Audit Cost. The full cost of the CITY'S audit(s) will be borne by CITY unless one or both of the following conditions exists, in which case CONCESSIONAIRE agrees to pay CITY's cost of audit(s):

A. The audit(s) reveal an underpayment by CONCESSIONAIRE to the CITY of more than five percent (5.00%) on an annual basis for any Agreement Year or more than $1,500, whichever is less, between the Total Fees Paid as reported and paid by CONCESSIONAIRE pursuant to this Agreement and Concession fees owed as determined by the audit(s).

B. CONCESSIONAIRE has failed to properly maintain complete and true books, records, accounts, and supporting documents in strict accordance with this Agreement. Any fee deficiency determined by the audit shall be considered a delinquent fee, subject to all penalties and remedies provided to CITY for delinquent Concession fees under this Agreement section 10.d. CITY shall credit any overpayment by CONCESSIONAIRE determined by the audit, without interest, against future fees due under this Agreement. If no future fees are due under this Agreement, CITY shall refund CONCESSIONAIRE any overpayment determined by the audit, without interest, within sixty (60) days after CITY's certification of the audit.

i. Default. CONCESSIONAIRE's failure to keep complete and accurate records by means of double-entry bookkeeping and failure to make them available for CITY inspection is, like all other failures to comply with the covenants of this Agreement, a material breach of this Agreement and good cause for termination.

j. Time and Place of Payment. Payments are due on or before the last day of the calendar month following the calendar month in which the Gross Revenue subject to the Percentage Fee was earned. Checks shall be made payable to the City of Lodi and mailed to Lodi Parks, Recreation & Cultural Services, 125 N. Stockton St., Lodi, CA 95240, or delivered to the Office of the City Treasurer, Lodi City Hall, 221 W. Pine St., Lodi, CA 95240. The place and time of payment may be changed by CITY upon thirty (30) days prior written notice to CONCESSIONAIRE. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If any such postmark is illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. CONCESSIONAIRE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

k. Reporting relationship. CONCESSIONAIRE reports directly to the DIRECTOR or DIRECTOR's designee.

l. Security Deposit. CONCESSIONAIRE shall deliver to CITY, with the executed copies of this Agreement, a good faith security deposit in the amount of one thousand dollars ($1,000.00) in the form of a cashier's or certified check. All or any portion of the principal sum of the security deposit shall be available unconditionally to CITY for payment of delinquent concession fees, for correcting any default or breach of this

Agreement by CONCESSIONAIRE, CONCESSIONAIRE's successors or assignees, or for payment of expenses incurred by CITY as a result of CONCESSIONAIRE's failure to faithfully perform all terms, covenants, and conditions of this Agreement. If at the end of the term of this Agreement, CONCESSIONAIRE has performed all of the provisions of the Agreement, the security deposit or any remaining balance shall be returned to CONCESSIONAIRE without interest. CITY on thirty (30) days prior written notice to CONCESSIONAIRE may request the security deposit may be increased proportionate to any increase in the Minimum Fee. CONCESSIONAIRE shall maintain the security deposit throughout the Term of this Agreement.

Notwithstanding any other provision of this Agreement, if CONCESSIONAIRE fails or refuses to deposit or maintain a security deposit as required by this Agreement, CITY may terminate this Agreement immediately upon such breach. Upon such termination, CONCESSIONAIRE shall immediately cease its use of the Site and commence and diligently pursue the removal of its property, if any, from the Site.

i. Utilization. If CITY utilizes all or any portion of the security deposit, upon 10 days prior written notice, CONCESSIONAIRE shall reimburse the security deposit to the full required amount.

ii. Increase. Upon thirty (30) days prior written notice by CITY, CONCESSIONAIRE shall deliver to CITY additional funds as CITY may, in its sole determination, require to adequately secure CONCESSIONAIRE'S obligations under this Agreement.

iii. Return. Provided CONCESSIONAIRE is not in breach or default of this Agreement, CITY shall return the security deposit, or any balance thereof, to CONCESSIONAIRE within sixty (60) days after the expiration or termination of this Agreement.

11. CITY'S Consent, Discretion. Whenever required under this Agreement, CITY's consent or approval shall mean the written consent or approval of the DIRECTOR, unless otherwise expressly provided. CITY's discretionary acts hereunder shall be made in the DIRECTOR's sole and absolute discretion, unless otherwise expressly provided herein.

12. Acceptance of Site. CONCESSIONAIRE represents and warrants that it has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site. CONCESSIONAIRE agrees it is relying solely on its independent inspection, tests, investigations, and observations in entering into this Agreement. CONCESSIONAIRE further acknowledges that the Site is in the condition called for by this Agreement, that CITY has performed all work, if any, related to the Site and required by this Agreement, and that CONCESSIONAIRE shall hold CITY harmless for any defects, whether apparent or latent, in the Site, including without limitation the presence of any hazardous substances. By entering into this Agreement, CONCESSIONAIRE acknowledges that the CITY does not routinely control water levels at Lodi Lake or the Mokelumne River, that controlling entity Woodbridge Irrigation District reserves the right to change levels at its discretion, and that Woodbridge Irrigation District lowers river levels for several weeks each year, typically during the winter that results in the emptying of Lodi Lake.

13. Maintenance of the Site.

a. Except for the obligations of CONCESSIONAIRE described in the following section b, City shall provide all customary and usual maintenance to the site and improvements, consisting of the Boat House and adjoining dock.

b. CONCESSIONAIRE shall be responsible for all janitorial and cleaning services, repairs and maintenance of the interior surfaces of the Boat House, and responsible for cleaning the adjoining dock, except to the extent caused by a failure of CITY to perform its maintenance obligations under paragraph 13(a). To assure notification of necessary repairs of the leased space, CONCESSIONAIRE shall notify CITY of all interior repairs performed by CONCESSIONAIRE. By way of explanation and not by way of limitation, (i) CONCESSIONAIRE shall be liable for such items as (a) maintaining storage areas and boat racks of the interior of the Boat House, (b) replacing light fixtures within the Boat House, (c) sweeping, mopping and litter pick up in and around the Boat House, including the dock; and (ii) CITY shall be responsible for (a) electrical systems and wiring inside the walls of the Boat House, (b) roofing and siding of the Boat House, (c) integrity of dock structure, and (d) wear and tear arising from normal use. Damages resulting from CONCESSIONAIRE's failure to maintain the facilities as described will be withheld from the security deposit described in Section 10.e.

14. Standard of Conduct. CONCESSIONAIRE and its employees shall at all times conduct themselves and the operations on the Site in a respectable and courteous manner.

15. Inspection. CITY may, at all times, enter and inspect the Site.

16. Insurance. On or before the Effective Date, CONCESSIONAIRE shall deliver to CITY a current certificate(s) of insurance for:

a. Commercial General Liability insurance providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Five Million Dollars ($5,000,000) per occurrence, subject to an annual aggregate of Six Million Dollars ($6,000,000). Higher insurance limits may be required by the CITY's Risk Management Department depending on the nature of the activity.

(i) The $5,000,000 limit is to be designated strictly for the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers.

b. CONCESSIONAIRE must maintain current workers compensation coverage which meets statutory requirements for all employees. One Million Dollars ($1,000,000) of employers' liability coverage is also required. A waiver of subrogation is required for workers' compensation.

c. Automobile Liability Insurance for all bodily injury and property damage, with a limit of at least One Million Dollars ($1,000,000) per occurrence subject to an annual aggregate of Two Million Dollars ($2,000,000). Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-hired vehicles) operated in performing any and all Concessions or other services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

d. Causes of Loss-Special Form Property Insurance. CONCESSIONAIRE shall obtain and maintain, at its own cost and expense, Causes of Loss-Special Form Property Insurance on all of CONCESSIONAIRE's insurable property related to the Site in an amount to recover one hundred percent (100%) of the replacement cost. CONCESSIONAIRE shall deliver to CITY a certificate of such insurance.

e. CONCESSIONAIRE must maintain a (marine) protection and indemnity policy, with limits of not less than One Million Dollars ($1,000,000) per occurrence subject to an annual aggregate of Two Million Dollars ($2,000,000), UNLESS proof is submitted that CONCESSIONAIRE's non-motorized boat operations are under the commercial general liability insurance policy. A certified copy of the CGL policy will be sufficient to meet this requirement.

f. The following must be provided on all insurance endorsements:

i. Additional Insureds. Pursuant to a separate endorsement [ISO form CG 2010 (11/85) or equivalent form], "The City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers" shall be named as additional insureds in all policies.

ii. Primary & Non-Contributory. Additional insured coverage under CONCESSIONAIRE's policy shall be "primary and non-contributory" and will not seek contribution from CITY' insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

iii. The limits of insurance coverage required under this Agreement, may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of CONSESSIONAIRE shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY (if agreed to in a written contract or agreement) before the CITY's own insurance or self-insurance shall be called upon to protect CITY as a named insured.

iv. The street address of the City of Lodi must be shown along with (i) and (ii) above: 221 West Pine Street, Lodi, California, 95240-1910; and the insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

g. Insurance Policies. CONSESSIONAIRE's insurance policies shall be kept in force for the term this Agreement and any extension thereof. The certificate(s) of insurance shall be filed with CITY'S Risk Manager upon execution of this Agreement. CITY reserves the right to obtain a full certified copy of any insurance policy or endorsements required under this Agreement. Failure to exercise this right shall not constitute a waiver of CITY's right to exercise after the Effective Date.

h. Qualified Insurer(s). All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

i. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of CONCESSIONAIRE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

   i. All self-insured retentions (SIR) must be disclosed to CITY's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove.

   ii. Insurance policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the Named Insured(s) or CITY.

   iii. CITY reserves the right to obtain a full certified copy of any insurance policy or endorsements required under this Agreement. Failure to exercise this right shall not constitute a waiver of CITY's right to exercise after the Effective Date.

j. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, CONCESSIONAIRE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. CONCESSIONAIRE shall provide proof of continuing insurance on at least an annual basis during the Term. If CONCESSIONAIRE's insurance lapses or is discontinued for any reason, CONCESSIONAIRE shall immediately notify the CITY and immediately obtain replacement insurance.

k. Modification. To assure protection from and against the kind and extent of risk existing on the Site, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving CONCESSIONAIRE thirty (30) days prior written notice. CONCESSIONAIRE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to CONCESSIONAIRE'S use of the Site in order to meet the requirements of this Agreement.

l. Accident Reports. CONCESSIONAIRE shall immediately report to CITY any accident causing property damage or injury to persons on the Site or person engaged in the activities permitted under this Agreement. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

m. Failure to Comply. If CONCESSIONAIRE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. CONCESSIONAIRE shall reimburse CITY for the premiums paid, with interest on the premium paid by the CITY at the maximum allowable legal rate then in effect in California. CITY shall notify CONCESSIONAIRE of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. CONCESSIONAIRE shall pay such reimbursement and interest on the first (1st) day of the month following CITY's notice. **Notwithstanding any other provision of this Agreement, if CONCESSIONAIRE fails or refuses to obtain or maintain insurance as required by this Agreement, or fails to provide proof of insurance, CITY may terminate this Agreement immediately upon such breach. Upon such termination, CONCESSIONAIRE shall immediately cease its use of the**

Site and commence and diligently pursue the removal of any and all of its personal property from the Site.

n. Insurance Coverage. It is required under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to CITY as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in this Agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to CONCESSIONAIRE; whichever is greater.

17. Indemnification. To the fullest extent allowed by law, CONCESSIONAIRE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CONCESSIONAIRE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Agreement or CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that CONCESSIONAIRE's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONCESSIONAIRE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

18. No Discrimination. CONCESSIONAIRE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in CONCESSIONAIRE's use of the Site, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

19. Local Business and Employment. CONCESSIONAIRE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. CONCESSIONAIRE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Agreement from local residents and firms as opportunities occur. CONCESSIONAIRE agrees to hire qualified local residents and firms whenever feasible.

20. Drug-free Workplace. CONCESSIONAIRE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances are prohibited on the Sites and specifying the actions that will be taken against employees for violations of the prohibition; and

b. Establish a drug-free awareness program to inform employees about all of the following:

i. The dangers of drug abuse in the workplace:

ii. CONCESSIONAIRE'S policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employees assistance programs; and

iv. Penalties that may be imposed upon employees for drug abuse violations.

21. Disabled Access Compliance. CONCESSIONAIRE shall comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities.

22. CONCESSIONAIRE's Risk. CONCESSIONAIRE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with CONCESSIONAIRE's occupancy, use, development and maintenance of the Site and any damages to the improvements on, under, or in the vicinity of the Site resulting directly or indirectly thereby.

23. No Nuisance. CONCESSIONAIRE shall not use the Site in any manner which, in DIRECTOR's opinion, creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area.

24. No Assignment. CONCESSIONAIRE shall not assign or sublicense any rights granted by this Agreement or any interest in this Agreement without CITY'S prior written consent, which may be withheld or delayed in CITY'S sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Agreement.

25. Signs. CONCESSIONAIRE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY's prior written consent. If any such unauthorized item is found on the Site, CONCESSIONAIRE shall remove the item at its expense within 24 hours notice by CITY, or CITY may thereafter remove the item at CONCESSIONAIRE's cost.

26. Advertisement and Marketing. Any advertising or marketing which reference the City of Lodi may not be distributed by the CONCESSIONAIRE without the advanced written approval of the CITY. If CONCESSIONAIRE uses the City of Lodi name or logo in any context to promote its business operations without prior written approval by CITY, CONCESSIONAIRE shall be considered to be in default.

27. Encumbrances. CONCESSIONAIRE shall keep the Site free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Agreement or CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site. CONCESSIONAIRE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Site, including without limitation CONCESSIONAIRE's failure or the failure of any contractor or subcontractor hired by CONCESSIONAIRE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

28. Defaults and Remedies.

a. Default by CONCESSIONAIRE. Except for Safety Violations (as defined under subsection b below) which are grounds for immediate termination, in the event that:

i. CONCESSIONAIRE shall default in the performance or fulfillment of any covenant or condition required by this Agreement to be performed or fulfilled by CONCESSIONAIRE, including any covenant or condition in CONCESSIONAIRE's Operating Plan and shall fail to cure the default within thirty (30) days following written notice from CITY; or if any default is not curable within thirty (30) days, and CONCESSIONAIRE shall fail to commence to cure the default(s) within said thirty (30) day period and diligently pursue cure to completion;

ii. CONCESSIONAIRE shall voluntarily file or have involuntarily filed against it any petition under bankruptcy or insolvency act or law; or

iii. CONCESSIONAIRE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon CONCESSIONAIRE or upon any person claiming rights through CONCESSIONAIRE, immediately terminate this Agreement and all rights of CONCESSIONAIRE and of all persons claiming rights through CONCESSIONAIRE and expel CONCESSIONAIRE and all persons so claiming rights thereto. Provided however, in the event that any default described in Paragraph 28.a.i of this section is not curable within thirty (30) days after written notice to CONCESSIONAIRE, CITY shall not terminate this Agreement pursuant to the default if CONCESSIONAIRE immediately commences to cure the default and diligently pursues cure to completion. In any event, either party may terminate this Agreement without cause by giving ninety (90) days written notice of intent to terminate to the other party.

b. Safety Violations by CONCESSIONAIRE. Notwithstanding subsection (a) above, in the event CONCESSIONAIRE defaults in the performance or fulfillment of any covenant or condition required by this Agreement to be performed or fulfilled by CONCESSIONAIRE, including any covenant or condition in CONCESSIONAIRE's Operating Plan, and said default by CONCESSIONAIRE consists of any violation of municipal, state or federal law, or any covenants or conditions in CONCESSIONAIRE's Operating Plan that, in the CITY's sole discretion, relate to public safety ("Safety Violations"), CITY may, at its option, require CONCESSIONAIRE to immediately cure said default, or, without further notice or demand upon CONCESSIONAIRE or upon any person claiming rights through CONCESSIONAIRE, suspend or revoke this Agreement.

c. Abandonment by CONCESSIONAIRE. In the case that CONCESSIONAIRE breaches this Agreement and abandons the Site, this Agreement shall continue in full force and effect for so long as CITY does not terminate this Agreement, and CITY may enforce all its rights and remedies under this Agreement, including, but not limited to, the right to recover the Percentage Fee as it becomes due, plus damages. For purposes of this section, the following do not constitute a termination of CONCESSIONAIRE's right to possession or operation:

i. Acts by CITY of maintenance, preservation, or efforts to negotiate a new Agreement.

ii. The appointment of a receiver upon initiative of CITY to protect CITY's interest under this Agreement.

29. Damages. CITY, in the event of CONCESSIONAIRE's default under this Agreement, may recover any outstanding fees (as set forth in paragraph 10) due for the remaining term of this Agreement, less any mitigation measures taken by CITY. The remedies provided by this section are not exclusive and shall be cumulative to all other rights and remedies possessed by CITY, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which CITY may be entitled.

30. Compliance with Laws. CONCESSIONAIRE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to CONCESSIONAIRE'S occupancy, use, development, and maintenance of the Site.

31. Taxes. CONCESSIONAIRE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon CONCESSIONAIRE by reason of the business or other CONCESSIONAIRE activities related to the Site, including any licenses or permits. CONCESSIONAIRE acknowledges that this Agreement may create a possessory interest subject to property taxation, and that CONCESSIONAIRE may be subject to the payment of taxes levied on that interest. CONCESSIONAIRE shall be fully and solely responsible for payment of all such possessory interest taxes. CONCESSIONAIRE'S payment for taxes, fees, and assessments shall not reduce any payment due CITY under this Agreement.

32. Water Quality Assurances. The CITY and CONCESSIONAIRE are committed to the implementation of control (best management practices, or BMPs) to manage activities on the Site in a manner which aids in the protection of the City of Lodi and San Joaquin County's precious water resources. It is the CONCESSIONAIRE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to Lodi Lake or the Mokelumne River.

33. Hazardous Substances. CONCESSIONAIRE shall not allow the installation or release of hazardous substances in, on, under, or from the Site. CONCESSIONAIRE and CONCESSIONAIRE's agents and contractors shall not store, utilize, or sell any hazardous substance on the Site without CITY's prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances.

a. Remediation. If any release of a hazardous substance occurs, CONCESSIONAIRE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws and rules and regulations of governmental authorities.

b. Indemnity. CONCESSIONAIRE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities

resulting from CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

c. Notice of Release. If CONCESSIONAIRE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Site, CONCESSIONAIRE shall give written notice to CITY within three (3) days of receipt of the knowledge or cause for belief. If CONCESSIONAIRE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, CONCESSIONAIRE shall notify CITY immediately upon receipt of such knowledge or belief and shall take all actions necessary to alleviate the danger. CONCESSIONAIRE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Site.

d. Environmental Assessment. At CITY's option upon expiration or termination of this Agreement, an environmental assessment of the Site shall be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at CONCESSIONAIRE's sole cost and expense, and shall establish what, if any, hazardous substances exist on, in, or under the Site, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. CONCESSIONAIRE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and CONCESSIONAIRE shall pay all costs and expenses therefore.

34. Waiver. CITY's failure to insist upon the strict performance of any of CONCESSIONAIRE's obligations under this Agreement, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Site is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Agreement or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.

35. 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 in so far as it is in conflict with said laws, but the reminder 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.

36. Survival. Any obligation which accrues under this Agreement prior to its expiration or termination shall survive such expiration or termination.

37. Joint and Several Liability and Responsibility. If CONCESSIONAIRE includes more than one person or legal entity, each such person and legal entity shall be jointly and severally liable and responsible for the performance of each and every obligation of CONCESSIONAIRE under this Agreement.

38. Terms of Agreement Prevail. All exhibits to 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.

39. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

40. Number and Gender. Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

41. Captions. Section headings and captions shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Agreement. The numbers of the paragraphs and pages of this Agreement may not be consecutive. Such lack of consecutive numbers shall have no effect on the enforceability of this Agreement.

42. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior understandings, representations, warranties, agreements and permits between them and pertaining to this Agreement and CONCESSIONAIRE'S occupancy, use, development, and maintenance of the Site, whether oral or written. Any modification, alteration, or amendment of this Agreement shall be in writing and signed by both parties.

43. Notices. Any notice required or permitted to be given under 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 as follows:

CITY:
City of Lodi
Parks, Recreation & Cultural Services Department
Attention: Director
125 N. Stockton St.
Lodi, CA 95240

CONCESSIONAIRE:
Headwaters Kayak Shop
Attention: Daniel J. Arbuckle
847 N. Cluff Ave., Suite A-6
Lodi, CA 95240

44. City Business License Required. CONCESSIONAIRE acknowledges that Lodi Municipal Code section 3.01.020 requires CONCESSIONAIRE to have a city business license and CONCESSIONAIRE agrees to secure such license and pay the appropriate fees prior to performing any work under this Agreement.

45. Governmental Approvals. By entering into this Agreement, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental approvals which may be required for CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site.

46. City's Not-Liable. CITY shall not be liable to CONCESSIONAIRE, its employees, agents, or representatives for any loss of revenue, business, or otherwise as a result of any weather conditions, beach closures,, floods, fire, or any other acts of God, strikes, lockouts, labor disputes, governmental delays, epidemics, causes beyond the reasonable control of CITY, or in CITY's performance of any act related to protecting the public health and safety.

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

48. Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing Agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Upon request, each person executing this Agreement on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

Date: 2/26/14

CITY OF LODI, a California municipal corporation

By: _____

~~KONRADT BARTLAM, City Manager~~

Jeff Hood, Lodi Parks, Recreation and Cultural Services Department

"CONCESSIONAIRE"

HEADWATERS KAYAK SHOP, LLC

Date: 2-18-14

By: _____

DANIEL J. ARBUCKLE, Owner

ATTEST:

RANDI JOHL-OLSON

City Clerk

APPROVED AS TO FORM:

~~D. Stephen Schwabauer, City Attorney~~

By: _____

JANICE D. MAGDICH

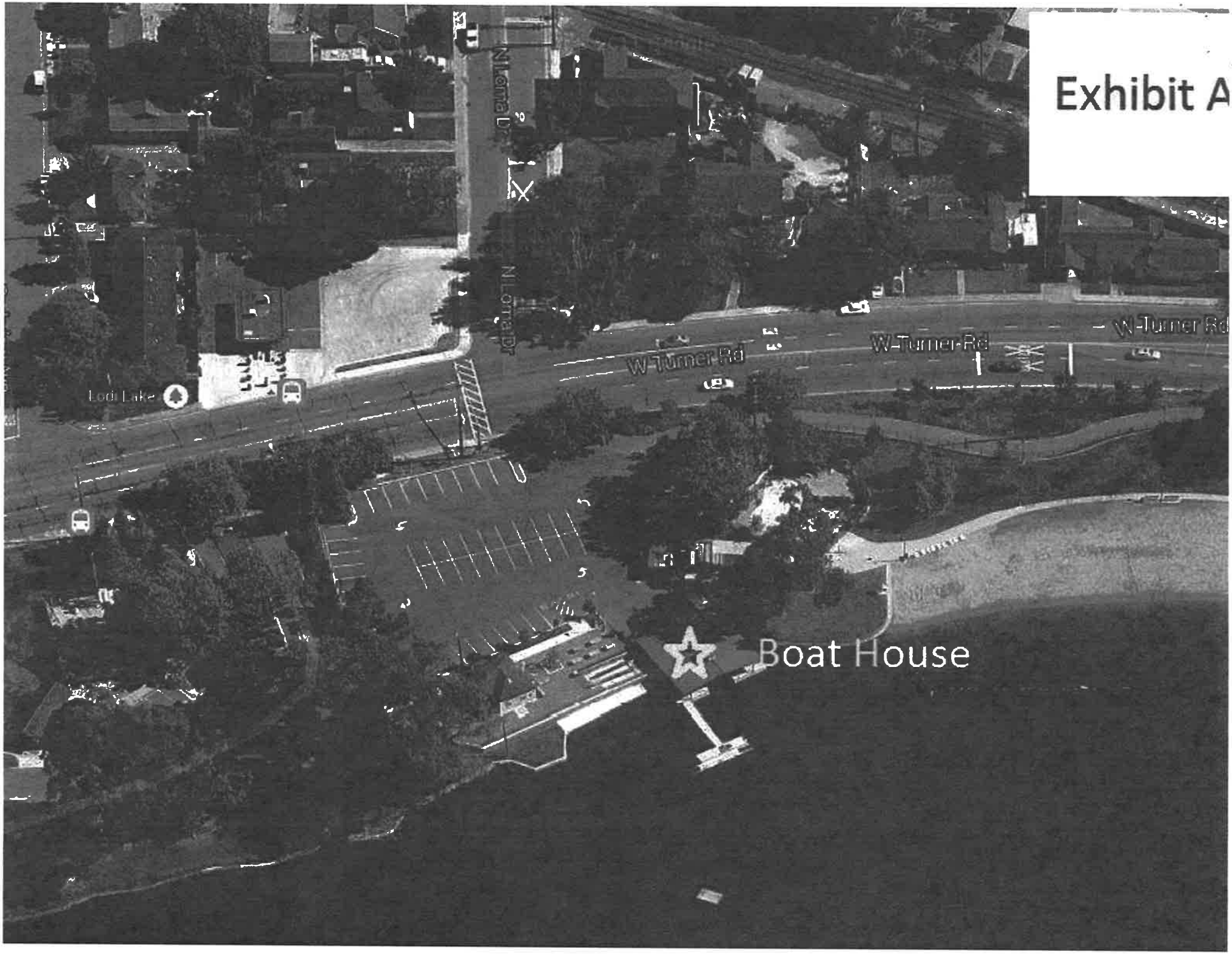
~~Deputy~~ City Attorney

Attachment A - Site Map

Attachment B – Non-Motorized Boat Concession Requirements

Attachment C - Operating Plan

Exhibit A


N Lorna Dr
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W Turner Rd
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W Turner Rd
Lodi Lake
Boat House

EXHIBIT B
Non-Motorized Boat Concession Requirements

The following requirements are subject to revision at any time by the CITY:

A commercial non-motorized boat operator issued a Concession by the CITY shall maintain continual adherence to all terms and conditions included herein and all applicable laws and shall take the necessary safety precautions to ensure that the public and beach are protected.

1. Mokelumne River and Safety

Concessionaire must check the Department of Water Resources, California Data Exchange Center each day for Camanche Reservoir outflows (http://cdec.water.ca.gov/river/res_CMN.html) . Concessionaire must provide information to clients of daily conditions and/or hazards and the dangers inherent in kayaking, paddle boarding or other non-motorized boating in Lodi Lake and the Mokelumne River. Concessionaire and its employees, agents and/or affiliates must adhere to all directions provided by lifeguards, other representatives of the CITY of Lodi, or any other officer with authority to enforce local, state or federal law. In the case of disputes, supervisory personnel may be summoned, but the decision of lifeguards regarding any particular matter on a given day is final.

City staff reserves the right to close the Boat House, dock, kayak launch and/or terminate any boat tours and/or rentals based on safety considerations.

2. Identifying Markers

Concessionaire (owner), its employees and/or agents must be readily identifiable, a company shirt or rash guard with a logo in clear view, as authorized employees and/or agents of the company.
All non-motorized boats used in Concessionaire's commercial operations shall be marked with the name or logo of the licensee's and an individual, non-duplicated number. The markings shall be plainly visible and legible from a distance of fifty (50) feet.

3. Concession Site/Location

All business transactions must be conducted within Concessionaire's storefront address or the Lodi Lake Park Boat House. Concessionaire will meet tour participants inside of store or in the area designated by the CITY. Concessionaire's violation of this provision shall be considered a breach of this Permit and may be cause for termination.

4. Boat Launch/Operator Vehicles

Concessionaire's vehicles and trailers used for the transport and delivery of non-motorized boats and/or equipment, utilizing the Lodi Lake dock or kayak launch:

Must possess current registration, and drivers a valid California driver's license.

Vehicles and trailers must be clearly marked with the company's name by either permanent or magnetic signs, and plainly visible and legible from a distance of one hundred (100) feet.

The boat launch area must be kept clear at all times. Boats must not be left in a position that obstructs free use of the launch area.

5. Concession Site - Regulations

All outfitting and rigging of non-motorized boats and training of clients will be conducted on dry land at a designated site. The boat launch area must be kept clear at all times. Non-motorized boats and equipment must not be left in a position that obstructs free use of the kayak launch area.

6. Maximum number of tour participants/ Student to instructor ratios

Kayak tours will never exceed twelve (12) kayaks total (ten (10) client kayaks and two (2) kayak guide kayaks), and must adhere to the following criteria:
One (1) kayak guide for every five (5) client kayaks, should a kayak tour exceed five (5) client kayaks an additional kayak guide will be required.
Ratio of clients to kayak guides will never exceed ten (10) clients to one (1) kayak guide (10:1), regardless of the number of kayaks.

7. Water Activity Zones

Kayak tours will adhere to Boating/Waterways laws.

8. Equipment:

At least one (1) kayak guide must have a cell phone for emergency purposes. Concessionaire shall maintain all non-motorized boats and operational equipment in sound working order and condition.
Rental boats may not be deposited at the designated rental storage area prior to 7 a.m. and must be removed before 8:30 p.m.
The concessionaire must provide an employee to monitor the rental kayak storage area at all times during operation.
Non-motorized boat storage area will be maintained in a neat and orderly manner at all times. Rental boats and equipment will be stored in a manner as to not to impede any and/or all other activities within the Boat House or adjoining dock.

9. Waivers

The Concessionaire must have on file a signed waiver from each participant, or their legal guardian if under 18 years of age, which holds the CITY, its agents, officers and employees harmless and indemnifies the same from any claims relating to the participates' activities on the CITY beach which arise from or are in any manner connected with the services provided to the participants under this Agreement.

10. Safety Precautions/Emergency Response Plan

Concessionaire must maintain a record of the client's name, local contact number and boat identification number to aid with locating the client should they go missing.

Rental kayak clients shall be provided with a waterproof map of the adjacent water area, clearly depicting the Mokelumne River from the Woodbridge Dam to Highway 99, known hazards and off-limits areas.

Concessionaire must make clients aware of know hazards and off-limits areas, preferably by referencing the provided map, and that any violations may result in a citation and/or injury.

Concessionaire shall provide a properly fitting U.S. Coast Guard approved Type II or Type III personal flotation device to each client.

If a client reports an injury to licensee or the Concessionaire is aware of an injury or accident that requires medical services and the injury occurs during the performance of a licensee's services from launch to return, in addition to alerting the local emergency services the licensee shall file an accident report with the manager.

Concessionaire shall keep a file on record of all accident reports for three (3) years after each event.

11. Minimum Requirements for Guides

Must be at least eighteen (18) years old.

All non-motorized boat guides are responsible for completing and maintaining the minimum qualifications as outlined:

A valid Basic First Aid certification from the American Red Cross or the equivalent.

A valid CPR certification by either the American Red Cross as a Professional Rescuer or American Heart Association as a Healthcare Provider or the equivalent.

A valid Canoeing Safety Test star rating certification from the British Canoe Union.

Supervise and instruct clients and be capable of giving a suitable orientation talk to all clients in his or her boat on relative subjects which may include, but not limited to, overall safety, personal floatation devices, emergency signaling devices, paddling/maneuvering skills.

Possess a general knowledge of emergency access and evacuation routes, and summon and assist, when requested, any emergency response personnel.

Concessionaire may request variations from the kayak guide qualifications set forth in this section. Requests for variations must be made in writing to the Park and Recreation Department and the request shall substantiate that the variation does not reduce the intent of the qualification set forth in this rule. Documents relating to the requirements of this section shall be kept at the Concessionaire's storefront for inspection by the manager or representative.

Keeping patrons safe while engaged in non-motorized boat tours and rentals will be the highest priority of the operator. Should the manager or representative, Lodi Parks, Recreation & Cultural Services staff or other official CITY personnel find violations or a pattern of violations of any requirement of this permit then a "Violation of Permit/Safety Notice" will be issued.

12. Violations/Safety Notice

The CITY reserves the right to perform inspections and/or reviews with or without advanced notice. These inspections and/or reviews may be for any or all aspects related to the Concession Agreement and its exhibits, including but not limited to certificates and qualifications of tour guides; other safety issues; records pertaining to renters. Violation of any aspect of the Concession Agreement may result in suspension or revocation of the Agreement. With regard to safety, the CITY or any other officer with authority to enforce local, state or federal law, has the right to terminate any tour or individual kayak rental if there is a violation of safety requirements.

As a guideline, when a licensee or licensee's agent is issued a "Violation of Permit/Safety Notice" or convicted for any violation related to their non-motorized boat operations, in addition to any penalty assessed by the courts, the following actions will occur:

First Notice or conviction in a one year period - no additional action taken against the licensee or licensee's agent

Additional notices or convictions shall be evaluated by the CITY for an appropriate and reasonable sanction, up to and including suspension or revocation of the permit.

Third Notice or conviction in a one (1) year period - the licensee's permit may be revoked.

13. Non-Motorized Boat rentals -- additional stipulations for weekends during the peak summer season

In addition to designated tours, each licensee will be permitted to rent no more than twenty (20) kayaks to other individuals (non-tour) at any one time.

14. Additional Concession Stipulations

Concessionaire must have a valid license to do business within the City of Lodi, as well as a storefront, as stated in the Agreement, where business will be conducted.

EXHIBIT C

TECHNICAL PROPOSAL

FOR

NON-MOTORIZED BOATING CONCESSIONS

AT

LODI LAKE PARK BOAT HOUSE

SUBMITTED TO

CITY OF LODI
PARKS, RECREATION & CULTURAL SERVICES DEPT.
125 N. STOCKTON STREET
LODI, CA 94240
ATTENTION: TERRI LOVELL

ON

NOVEMBER 14, 2013

INTRODUCTION

Headwaters Kayak Shop was started in Lodi, California in 2010. We are a customer-centered shop and are striving to make kayaking more accessible for everyone in the central valley and beyond. The business is currently located at 847 North Cluff Avenue, Suite A-6, Lodi, California.

We provide customers with quality merchandise and most importantly, the expert instruction and skill that they will need to get the most out of their investments and their experiences on the water. We strive to meet each customer wherever they are in their skill set and help them advance to achieve the goals that they have set for themselves.

Headwaters Kayak maintains local, courteous, and well-trained staff with experience on the local water ways. Groups like the Sand Hill Crane Festival, Boy Scouts of America, and Hero's on the Water call Headwaters Kayak year after year for professional and safe tours.

This proposal is intended to present Headwaters Kayak's operational and technical procedures for operating the Lodi Lake Park Boat House, located at 1101 West Turner Road in Lodi, California, for a period of one year with two one-year renewal options beginning April 1, 2014 and continuing through March 31, 2015.

Understanding the City's current arrangement, the current boat house location, and the condition of the existing non-motorized boat fleet, consideration has been given to each item from a technical standpoint in this proposal and each item – in addition to those requested in the City's request for proposal (RFP) – is addressed hereafter. In addition, reviewers will find Headwaters Kayak's marketing approach included as well.

A pricing proposal has been submitted alongside this technical proposal to the City Of Lodi Parks, Recreation & Cultural Services Department at 125 North Stockton Street, Lodi, California with attention to Terri Lovell.

This technical proposal has been formatted in sections as follows:

- Exhibit 'E', Technical Proposal Form from the City RFP
- Proposed Agreement Term
- Description of Proposed Operations
- Resume & Summary of Experience
- References – Business, Banking, Customer
- Employee Qualifications
- Emergency Response Plan
- Community Service

Exhibit E

Technical Proposal

Technical Proposal – RFP Non-Motorized Boat Concession

Lodi Lake Park Boat House Concession

This form and accompanying materials must be completed and placed in a separate sealed envelope marked Technical Proposal – RFP Non-Motorized Boat Concession

Name of Firm or Individual Submitting Proposal: Headwaters Kayak
(Please Print Clearly)

Address: 847 North Cluff Avenue
Suite A-6
Lodi, California 95240

Telephone / FAX #: (209) 224-8367 / (209)224-8451

E-mail Address: HeadwatersKayak@gmail.com

Proposer acknowledges the following Addendum: A

Signature of Non-Motorized Boat Management Firm: [signature]

Name of Non-Motorized Boat Management Firm: Headwaters Kayak

Date: 11/14/13

END OF SECTION

PROPOSED AGREEMENT TERM

This proposal is for an agreement term of one year beginning on April 1, 2014 and ending on March 31, 2015 with two one-year renewal options.

DESCRIPTION OF PROPOSED OPERATIONS

Fleet size and makeup

Headwaters Kayak shall maintain the following fleet:

- 15 single kayaks and associated paddles
- 5 tandem kayaks and associated paddles
- 2 canoes and associated paddles
- 15 standup pedal boards and associated paddles
- 4 Pedal Boats
- 45 type III life preservers (3 infant, 7 youth small, 7 youth large, 10 adult small/medium, 10 adult large/extra-large, 8 universal plus)

The fleet and equipment shall be adjusted as needed to support needs of the Boat House at the discretion of Headwaters Kayak in agreement with the City.

Operating Days & Hours of Operation

The Boat House days and hours of operation will vary based on weather conditions, lake conditions, and customer demand. It is understood that during special events closing Lodi Lake Park to the public may impact days and/or hours of operation.

> **Spring Season** for the purpose of this proposal shall be considered to be April 1st through Memorial Day. During this season the Boat House shall be open Saturdays and Sundays 11:00am-6:00pm.
> **Summer Season** for the purpose of this proposal shall be considered to be within the holidays Memorial Day and Labor Day. During this season the Boat House shall be open and operating Wednesday through Friday and on Mondays that are holidays 11:00am-6:00pm, Saturdays and Sundays 11:00-7:00pm.
> **Fall Season** for the purpose of this proposal shall be considered to be Labor Day through October 15th. During this season the Boat House shall be open Saturdays and Sundays 11:00am-6:00pm.

Headwaters Kayak reserves the right to modify the above schedule based on client demand. For example, if it is found during the summer season operating hours that there is higher

demand for rentals than is being accommodated with the above schedule, Headwaters Kayak will adjust the schedule to address the needs of the clientele. Conversely, if it is found that demand is not high enough to warrant being open both days of the weekend during the fall season, Headwaters Kayak will adjust the operating schedule at its own discretion.

Proposed Rental Fee Schedule

Headwaters Kayak will implement this fee schedule for the term of this agreement and shall be allowed to revisit this schedule prior to entering each of the one-year renewal options.
All prices listed below include vessel, personal floatation device(s), and paddle(s):

GUIDED TOURS	
Basic Bi-weekly Tour	$25 per person - Children under 10 years old free with accompanying paid adult - Free for those with their own equipment

INDIVIDUAL RENTALS			
	Hourly	Half Day	Full Day
Basic Single Kayak	$10	$25	$40
Premium Single Kayak	$15	$30	$45
Tandem Kayak	$20	$40	$65
Canoe	$25	$45	$70
Stand-Up Paddle Board	$10	$25	$40
Pedal Boat (Lake only)	$20	$40	$65

Upon approval of the transaction, clients will be handed first and foremost an appropriately fitting type III personal floatation device, then an appropriate paddle, and finally will be shown to their vessel. If assistance with launching is needed, it will be provided by the employee.

Guided Tours

Guided tours will be offered from the Boat House once during the week and once during the weekend, and will last approximately two hours. Weekday tours will be offered in the evening, departing from the Boat House at a point in time that will allow tours to be off of the water at least 15 minutes prior to sunset. Weekend tours will be offered in the mornings. Regularly scheduled tours will consist of a minimum of four clients and a maximum of thirty clients. The client-to-guide ratio shall be ten clients to one guide. For example, a single guide will accommodate up to ten clients. A tour of eleven clients will be accompanied by two guides; one lead, one assistant. The ratio is based on clients, not vessels.

Headwaters Kayak will offer the above tours at a minimum, and will increase the offering of tours at its own discretion based on volume and client demand.

Special guided tours will be sold from Headwaters Kayak's storefront on Cluff Avenue that include but are not limited to personal guided tours, corporate tours, and other special events. The client-to-guide ratio mentioned above will not apply to special guided tours sold from Headwaters Kayak's storefront.

During guided tours, clients will be educated on the following aspects of Lodi Lake and the Mokelumne River:

- Water fowl
- Fish inhabitants and annual salmon run
- Mokelumne River point of origination
- Mokelumne River support of agriculture, Woodbridge Irrigation District
- Lodi Lake and Lodi Lake Special Events (July 4th Celebration, Wine Stroll)

Tours will begin with a 10-minute presentation on safety, proper use of equipment, and the tour's planned route from departure of the Boat House dock to the return of the same. Clients will be instructed on basic paddling stroke, technique and skills.

Individual Non-Motorized Boat & Stand-Up Paddle Board Rentals

Vessels will be available for individual non-guided rental during the regular operating hours mentioned above. The maximum number of rented vessels will coincide with the number of employees on-hand at any given time. The ratio of employees to rented vessels will be one employee to twenty rented vessels. Employees on-hand will include tour guides that may or may not be currently guiding a tour.

Prior to rental, clients will be presented a map of the waterway showing access boundaries for the period of their rental. After verbally acknowledging the geographical limits of their rental, clients will be presented with a standard waiver and release of liability which will indemnify and hold harmless the City (as well as its agents and affiliates) and Headwaters Kayak for any incident related to misuse or neglect of Headwaters Kayak equipment or instruction. The waiver will furthermore identify common obstructions and hazards found on waterways and will warn clients of such. Prior to putting into effect the waiver, Headwaters Kayak will submit a sample waiver and release of liability form to the City Attorney's office for review and comment or approval. The waiver will not be implemented until approval from the City Attorney has been received.

After signing the abovementioned waiver, a brief presentation on boating safety and common hazards will be delivered to clients. A more detailed explanation of a pre-tour presentation is provided later in this proposal. Following the presentation, clients will be given the opportunity to ask questions of employees.

Once the boundaries have been set, the waiver has been signed, and the safety presentation has been delivered to clients, rental fees based on the fee schedule below will be collected in the form or cash, debit, or credit.

Retail Products

In addition to non-motorized boat rentals, Headwaters Kayak will offer goods for retail sale that pertain to non-motorized boating and general use of the lake. Making items available such as, but not limited to, bottled water, dry bags, sunscreen, and lip balm will enhance the experience of rental clientele and will also provide a resource for those using the beach or park area.

MOKELUMNE RIVER AND SAFETY

Prior to opening, the current condition of Lodi Lake and the Mokelumne River will be assessed by a managing member of Headwaters Kayak by both personal review and internet research. A managing member will then post current conditions on a clearly visible sign located at the Boat House and at its storefront notifying clients of the conditions. Headwaters Kayak and associated staff members agree to adhere to directions from lifeguards, the City, and local, state, or federal law enforcement. In addition, Headwaters Kayak and the City will reserve the right to cancel any rentals or tours if conditions are deemed by either party to be unsafe for clients. Fees that have been accepted for tours canceled due to conditions will be fully refunded to clients.

IDENTIFYING MARKERS

All employees associated with rentals and tours will be identifiable by means of matching apparel and personal floatation devices that will clearly show a difference between employees and clients. The clothing will be marked 'STAFF', 'HEADWATERS', or other verbiage that identifies employees as a point of contact for Headwaters Kayak.

All non-motorized vessels will be identified with Headwaters Kayak's logo or name as well as an individual identifying marker. Identifiers will be maintained in good condition and will be plainly visible from a distance of 50 feet.

CONSESSION SITE/LOCATION

Business transactions as they relate to guided tours will originate from the Boat House, Headwaters Kayak's storefront. Tour participants shall meet Headwaters' staff at the Boat House or at Headwaters Kayak's store. All orientation training will occur at Headwaters Kayak's storefront and/or at the training area designated by the City of Lodi.

BOAT LAUNCH/OPERATING VEHICLES

Vehicles and/or trailers transporting boats and equipment will be current on registration and insurance, as well as operated by licensed and insured drivers. Vehicles will be clearly identified and recognizable as vehicles of Headwaters Kayak by means of markings that are identifiable from a distance of 100 feet.

Launch areas will be kept clear at all times, and non-motorized vessels will not be left in a position that obstructs free use of the launch area.

CONCESSION SITE-REGULATIONS

Outfitting and rigging of non-motorized boats and training of clients will occur on the boat dock or at a location near to the Boat House. Launch areas, as mentioned above, will be maintained in an open and clear condition and will be kept clean at all times.

ADHERANCE TO LAWS, REGULATIONS

Operations will abide by local, state, and federal law and regulations. In the event that regulations are conflicting, the most restrictive regulations shall govern. In addition, operations will be in accordance with this proposal and the terms of the agreement with the City.

EQUIPMENT

All non-motorized boats shall be kept clean, well-maintained, and in working order. The equipment will be up-to-date and current. Rental fleet shall be managed within park operating hours. The Boathouse will be staffed appropriately during hours of operation as stated above. Equipment will be stored in an orderly fashion as to facilitate other activities in the Boat House and/or dock.

WAIVERS

As mentioned above, Headwaters Kayak will collect waivers from each participant (or legal guardian if participant is under the age of 18 years) of individual rentals and/or guided tours that indemnifies and holds harmless the City of Lodi and its agents, officers, and employees from any damages resulting from the activities of Headwaters Kayak operations as detailed in this proposal. Waiver will additionally include a photograph release to permit sharing of photos taken on tours, individual rentals, and the like on social media and other marketing media. Waivers shall be kept on file and available for review.

SAFETY PRECAUTIONS/EMERGENCY RESPONSE PLAN

A log will be maintained for each individual rental and guided tour of each client's name, emergency contact name and phone number, and identification number of the non-motorized vessel they are assigned to. As stated above, prior to individual rentals and guided tours clients will be informed of lake and river conditions as well as advised of hazards and boundaries. Clients will be made aware that failure to comply may result in termination of tour/rental, citation, injury, and/or death.

As mentioned above, each client will be fitted with the appropriate U.S. Coastguard approved Type III personal floatation device. Clients will be advised to wear the personal floatation device properly at all times while on the water, and will be made aware that failure to comply may result in termination of tour/rental, citation, injury, and/or death. Any client refusing to use personal floatation device properly will be refused service.

Accidents and/or injuries that occur during any of the services provided shall be handled in accordance with our Emergency Policy & Procedure (see below). The injured party will be returned to the Boat House if possible, or to land, and Emergency Medical Services will be called. Headwaters Kayak owner(s) will be notified as will the City as soon as safety allows. An Accident Report will be completed, kept on file for a minimum of 3 years, and a copy will be given to the City.

MINIMUM REQUIREMENTS FOR GUIDES

Client safety is the top priority while providing guided tours and individual rentals on Lodi Lake and on the Mokelumne River. Therefore the staff will be held to the following minimum qualifications:

- 18 years of age or older

- Current Basic First Aid certified or equivalent
- Current CPR certified as a Professional Rescuer/Healthcare Provider or equivalent
- Knowledgeable of basic paddle strokes, rescues, overall safety, personal floatation device fitting, emergency signals, Lodi Lake, the Mokelumne River, water safety, and about all equipment being used
- Capable to teach clients information including but not limited to: basic paddling skills, emergency responses, overall safety, personal floatation devices, important information about the lake and river including hazards and boundary waters
- Possess understanding of Headwaters Safety/Emergency Policy & Procedures, including but not limited to: evacuation routes, when to activate emergency medical services, and provide first aid and CPR as trained
- Exceptional communication skills, public relations skills, and problem solving skills

Headwaters Kayak may request variations from the non-motorized guide qualifications set forth in writing to the Parks, Recreation, and Culture Services Director. The request shall substantiate that the variation does not reduce the intent of the qualification set forth in this rule.

Documents and/or copies of certificates to support the above requirements will be kept in the Boat House and/or the Headwaters Kayak storefront, available for review.

VIOLATIONS/SAFETY NOTICE

It is understood that the City has the right to perform inspections and/or reviews with or without advanced notification. These inspections and/or reviews may be for any or all aspects related to the Concession Agreement and its Exhibits. Violations of an aspect of the Concession Agreement may result in suspension or revocation of the Agreement. The City or any local, state, or federal law enforcement officer has the right to terminate any individual rental or tour if a violation of safety requirements is discovered.

It is understood that a "Violation of Permit/Safety Notice" will be issued, if at any time, violations or a pattern of violations of any requirement of this permit are found.

As a guideline, when a licensee or licensee's agent is issued a "Violation of Permit/Safety Notice" or convicted for any violation related to their non-motorized boat operations, in addition to any penalty assessed by the courts, the following actions will occur:

- First Notice or conviction in a one year period - no additional action taken against the licensee or licensee's agent
- Additional notices or convictions shall be evaluated by the CITY for an appropriate and reasonable sanction, up to and including suspension or revocation of the permit.
- Third Notice or conviction in a one (1) year period - the licensee's permit may be revoked.

ADDITIONAL CONESSION STIPULATIONS

Headwaters Kayak will maintain a valid business license for the City of Lodi as well as the storefront to conduct business as stated in the Agreement.

NOTIFICATION REQUIREMENTS

Headwaters Kayak will notify the City in a timely manner of any repair and/or safety issues with the Boat House and/or the adjacent dock.

Community Impact & Boat House Utilization

Headwaters Kayak strives to serve the local community. By partnering with local businesses Headwaters Kayak offers multidimensional tours that display what Lodi has to offer. Tours such as these will be advertised at places such as local hotels, bed and breakfasts, Lodi Wine and Visitors Center, where tourists can learn of services available at the Lodi Lake Boat House.

Headwaters Kayak looks forward to coordinating some events at the Boat House to draw in customers from Lodi and surrounding areas. Some of the ideas are as follows; each would allow opportunity for local businesses to participate:

- *Annual Lodi Lake Boat House Pre-Season Kick-Off*: A demo day where rentals would be staged along the Lodi Lake Beach so that clients could try out and be educated on the equipment. Music, food, and industry Vendors and local businesses, would be invited to set up booths for additional demonstrations, education, and fun.

- *Triathalon:* Bicycle, Run, Kayak event could attract visitors from many facets and locations increasing exposure of Lodi Lake. Vendors and local businesses would be invited to set up booths for additional demonstrations, education, and fun. Proceeds from an event such as this could be donated towards a local charity.

- *Kayak/Surf-Ski Races:* Qualified entrants race a designated course established on Lodi Lake, attracting participants and spectators from all over Northern California and beyond. Vendors and local businesses would be invited to set up booths.

Individual rentals, events, and tours will attract traffic to Lodi Lake Park, increasing revenue from park entrance fees. Clients will be expected to park within parking lot parameters and to follow park speed limits as posted to respect other park-goers. Employees of Headwaters Kayak are encouraged to use alternative transportation in an effort to decrease impact on traffic and

the environment. However, employees will not be required to park offsite or to be dropped off. Rather, they will be allowed to park a vehicle similarly to other standard places of employment.

The Boat House space will be reserved for Headwaters Kayak and City of Lodi staff members and storage of equipment. Headwaters Kayak understands that City of Lodi employees will have access to the Boat House as needed where their motorized boats are stored. Typically clients will not be entering the Boat House space. Payment and waiver details will be taken care of through the roll-up window near the South-East corner of the Boat-House. Staff will then walk with clients down the ramp to the dock where client instructions will be given and clients will be assisted into assigned vessel.

Equipment storage will be similar to current storage, additional storage for stand-up paddle boards, canoes, and pedal boats will be found through reconfiguration. Stand-up paddle board storage racks will be added along the South wall between the large roll-up door and the man door. We will use the fenced storage area on the west side of the building for larger equipment like pedal boats and canoes. A wheeled kayak rack will hold additional rental kayaks, and will be rolled out the large roll-up door in the morning and will be stored back inside the boat house at night. Any additional equipment needed to run the boat house will be brought in from our storefront location on Cluff Avenue and will be transported out at the end of the day. All equipment storage will remain within the Boat House and/or fenced in storage area on the West side of the Boat House, unless Headwaters Kayak and the City of Lodi come to another agreement.

Marketing Plan

Over the past three years that Headwaters Kayak credits social media to be the key to our substantial growth and we plan to continue to utilize it for future marketing. Social media including Facebook, Twitter, Instagram, Meet-Up, Blogger, and YouTube are currently being used for Headwaters Kayak. Some of Headwaters Kayak social media statistics are: Facebook having over 1,500 fans, Blogger gets approximately 30,000 hits per year, the Lodi Paddle Club Meet-Up Group currently has over 360 active members. Effectively utilizing these tools leads to establishing and growing a community that stays involved, keeping their attention by allowing Headwaters Kayak to remain relevant.

Facebook allows for daily posts, photos, surveys and to advertise events. Twitter and Instagram allow short news blurbs and photos to be shared with people who may or may not be followers; by tagging posts with #LodiLake or #Mokelumneriver, people looking for things to do in Lodi will see our posts and become aware of our services. Meet-Up is a place where Lodi Paddle Club members can see tours planned by Headwaters Kayak, they can RSVP, ask questions, and invite

friends. Blogger is where trip reports, photos, and reviews are posted, it will often come up in Google searches, so someone looking for kayaking Lodi or for kayak fishing for instance will be directed to our Blogger site. YouTube is utilized by the Headwaters to make video tutorials on new products and summaries of tours highlighting the local waterways.

Traditional forms of marketing will also continue to be utilized by Headwaters Kayak. High-quality business cards and pamphlets will be available at key local shops, hotels, visitor's centers highlighting services and the beauty of Lodi Lake and Mokelumne River. Participation in local events such as the Lodi Street Faire helps to gain publicity. Donations to local fundraisers increase exposure, especially gift certificates for tours allowing the recipient to experience our services. Word-of-mouth and customer recommendations have proved to be most powerful in generating business, which is one of the many reasons we work very hard to ensure customers get more than what they expect. Currently Headwaters Kayak is working with an outside firm to rebuild the website with a goal of tying all avenues of social media into one home. These changes will drive traffic to our online location and give tourist a way to learn about paddling the Mokelumne River. The new website would have a sub page to promote the Lodi Lake Boat House rentals and Mokelumne river tours. Additionally Headwaters Kayak would like to work with local hotels and/or restaurants to offer exclusive deals for trips out of the Boat House and meals or discounted rates for hotel guests.

RESUME & SUMMARY OF PROPOSER'S EXPERIENCE

DANIEL JAMES ARBUCKLE, PROPRIETOR

847 North Cluff Avenue, Suite A-6, Lodi, CA 95240 | (209)224-3367 | headwatersKayak@gmail.com

Summary

Innovative customer service professional with over seven years in the kayak, canoe, and stand-up paddle board field, specializing in rentals, guided tours, customer education and sales. Proficient in social media marketing to foster customer awareness and increased business. Offering a unique combination of passionate, experienced kayaker and successful entrepreneur to create the ability to offer desired services while growing a prosperous business. A Native Lodian who is vested in the local community who has unrivaled experience with Lodi Lake and the Mokelumne River.

Professional Experience

November 2010-Present — *Headwaters Kayak, Proprietor*
Lodi, CA

- Plan, organize, and advertise sales, trips, classes, and tours
- Supervise and train quality staff, knowledgeable and skilled instructors/guides
- Maintain current rental/demonstration fleet to ensure each client has access to the best equipment to meet their individual needs
- Daily management of inventory, bills, customer relations
- Educate customers on equipment, paddling technique and skills

February 2009-October 2010 — *Penguin Paddlers, Store Manager*
Rocklin, CA

- Managed all aspects of business for absentee owner, 175 miles away
- Handled all customer relation issues in a gracious manner and in accordance with company policy
- Conducted point of sales transactions, opening and closing procedures
- Preserved perfect attendance record

July 2006-November 2007 — *Sierra Adventure Outfitters, Store Manager*
Lodi, CA

- Educated customers on equipment, paddling technique and skills
- Coordinated and guided tours of the Mokelumne River weekly of up to 30 customers
- Conducted point of sales transactions, opening and closing procedures
- Taught kayak Eskimo roll classes at Hutchins Street Square Pool

Achievements & Qualifications

2013	Number one retail store for Eddyline Kayak sales in the United States
2010-2013	Instructor for the Golden Gate Sea Kayak Symposium
2008-Present	Swift Water Rescue Certified
2007-Present	Lodi Paddle Club co-founder, member, support person; currently 360+ members

REFERENCES

Business References

Sean Morley, President of the California Paddle Sports Council

Ethan Ebersold, West Coast Sales Representative for Eddyline Kayaks, Emotion Kayaks, & Bending Branches Paddles

Dan Crandall, Owner of The River Store & Current Adventures Kayak School

Kim Grandfield, Owner of Sunrise Mountain Sports

Business & Credit References

Tom & Lisa Derrer, Owners of Eddyline Kayaks

Sterling Donaldson, Owner of Sterlings Kayaks

Margaret Jensen, Customer Service Team Leader, Bending Branches, LLC

Client References

Mamie Starr, Tour Sub-Committee Co-Chair Lodi Sand Hill Crane Festival

James Jones, Senior Assistant Scoutmaster, Boy Scouts of America Troop 199

Bank Reference

[redacted]

SUMMARY OF EMPLOYEES' QUALIFICATIONS

Headwaters Kayak strives to maintain well trained, hard working, and courteous staff members. Qualifications required by any potential staff member of the Boat House and thus Headwaters Kayak are as follows but not limited to:

- Strong swimming skills
- Fundamental knowledge of kayaks, canoes, stand-up paddle boards and the like
- Intermediate to advanced knowledge of paddling skills, rescues, and water safety
- Exceptional customer service and people skills
- Honest, detail-oriented, self-motivated, courteous, and active

A potential Boat House Manager has been chosen, has been made aware of the impending opportunity and is in agreement. William Beckett has been a member of the Headwaters Kayak Fishing Team since 2011. He is currently transitioning from his position at Cramer Fish Sciences to Full-Time Headwaters Kayak Staff. He is an avid outdoorsman with extensive knowledge of environmental science and wildlife, managerial experience, and customer service skills. Please find his current resume below. If he does not fulfill this position, an employee with similar qualifications as noted above will be sought out.

WILLIAM BECKETT

Education

Bachelor's Degree in Wildlife Fisheries and Conservation; Specialized in Wildlife Biology

Graduated 12-17-06 University of California, Davis Davis, CA

Professional Experience

Cramer Fish Sciences Technician

Current Position Supervisor: Clark Watry (209) 614-4072

Identify all common fish that occur in the central valley. Developed protocol. Trained other employees. Followed protocols to conduct mammal and avian surveys.

Department of Fish and Game Scientific Aid

10-01-06 to 4-01-10 Supervisor: Jason Dubois (209) 932-2395

Tagged, assessed, collected samples, and tracked multiple species of fish. Acted as field lead. Collected vitals data from tranquilized tule elk. Contacted private land management program participants. Answered calls from the public.

California Waterfowl Survey Technician

4-01-08 to 10-16-08 Supervisor: Jake Messerli (916) 648-1406 ext.125

Conducted elevation surveys with a Trimble GPS system to generate a topographic map. Ensured that grades at construction sites met plan specifications. Trained other employees.

Professional Dog Trainer (Self-employed)

3-01-07 to 3-31-08

Facilitated proper canine behavior in a one-on-one environment. Taught owners skills necessary to achieve alpha status.

CWA Youth Educator

4-01-06 to 7-21-06 Supervisor: George Oberstadt (916) 648-1406 ext. 142

Presented waterfowl identification techniques at youth hunter education camps. Conducted orienteering workshops.

City of Davis Summer Camp Nature Educator

6-01-05 to 9-01-05

Gave presentations to elementary school aged children about different animals. Led group trail tours identifying animals, teaching them the identification characteristics and habits of each.

Wildlife Biology Intern

6-01-04 to 9-1-04 Supervisor: Barbara Larson (925) 294-2567

Monitored nesting birds in riparian and grassland areas. Monitored for mammals with motion activated trail cameras, performed night surveys. Conducted surveys per USFWS protocol

Volunteer Experience

California Waterfowl Association Volunteer

1-01-06 to Present - Performed conservation and wildlife identification presentations at youth hunter education camps. Assisted a Biologist in banding Northern Pintails using rocket nets.

Entomology Intern

7-21-06 to 9-01-06 - Captured and prepared specimens. Classified the beetles using an insect dichotomous key.

USGS Volunteer

5-01-06 to 7-21-06 - Counted, noted data, banded, and collected samples of various birds. Sorted and organized data.

Wood Duck Intern

4-01-05 to 6-17-05 and 4-01-06 to 6-17-06 - Worked on Wood Duck research project. Monitored Wood Duck traps, conducted behavior studies in the field, and monitored nest boxes. Led a field crew. Surveyed raptors and owls to determine their density.

East Bay Regional Parks Wildlife Volunteer

9-01-01 to 9-01-04 - Volunteered for habitat restoration. Performed nesting bird surveys by birdsong. Conducted research. Trapped, tattooed, measured, and collected data of lizards and small mammals prior to releasing them.

EMERGENCY RESPONSE PLAN

Objective: To provide the safest environment possible for customers and staff by being prepared and trained to act quickly during an emergency.

Notify owner(s) of any safety concerns or emergencies as soon as safety is established:
Dan Arbuckle (530) 351-4572 and/or Ashlie Arbuckle (209) 482-3132

SAFETY GUIDELINES

1. Instructors/Guides Qualifications:
    - CPR for the Professional Rescuer/Healthcare Provider certified
    - First Aid certified
    - Strong swimmer
    - Experienced kayaker
    - Knowledgeable and skilled in rescues
    - Familiar with waterways being paddled

2. Instructors/Guides will carry on their person/kayak during all trips, classes, and events at a minimum:
    - Personal Floatation Device (PFD)*
    - Cell phone in a dry case
    - Whistle
    - Knife
    - Tow Line
    - First Aid Kit

3. Pre-Trip Procedure for Rentals, Tours, and/or Classes
    - Allow customer to read waiver and ask questions prior to signing waiver
    - Ask customer to disclose any physical and/or health conditions relevant
    - Enter into log: customer name, emergency name and contact info, boat identification number
    - Collect fees due
    - Fit customer in appropriate Personal Floatation Device (PFD)*
    - Basic paddling instructions
    - Orient customer to water where paddling including boundaries of off-limit areas, any potential hazards, and point of turn around if applicable
    - Complete Customer safety presentation (See 3A)
    - Fit customer to kayak

Count and note number of customers on the trip
Count customers at any stop, at turn around, and at end of the trip

A. Customer safety presentation guidelines:
In case of emergency blow whistle to notify instructor/guide
Get to land as quickly as possible or idle in position whichever provide more safety in the given situation
Call for help if able

*All PFDs shall be U.S. Coast Guard approved and shall have whistle attached to be used in an emergency. All customers shall be required to wear PFD at all times while in the on the water.

EMERGENCY GUIDELINES

1. Medical Emergency and/or Injury Plan

Only trained responders should provide first aid and/or CPR assistance.
Contact Emergency Services by calling 9-1-1 and provide the following information:

- ☐ Number and location of victim(s)
- ☐ Nature of injury or illness
- ☐ Hazards involved
- ☐ Nearest emergency access point
- ☐ Name of person reporting
- ☐ Telephone number for return call

Do not move the victim unless the victim's location is unsafe; if appropriate get victim(s) to land as soon as possible
Take "universal precautions" to prevent contact with body fluids and exposure to bloodborne pathogens.
Direct Emergency Response Team to victim(s)
Assist emergency personnel as directed
Complete an Accident Report** (see Exhibit A for preliminary draft)

**All accident reports shall be kept on file for a minimum of 3 years; A copy shall be provided to the City.

Exibit A:

Headwaters Kayak Accident Report

Personnel Details

Name: _____ Contact Number _____

Address: _____

Incident Details

Date, location and time of accident:

Name and contact information of injured person(s):

Describe the incident in detail (Continue on the back of this form as needed):

Actions Taken

What actions have been taken?

Witness Details

List the name, contact number and address of witness(es):

All of the above facts are a true and accurate record of the accident.

Signature:_____ DATE:_____

**All accident reports shall be kept on file for a minimum of 3 years

COMMUNITY SERVICE (150 words)

Headwaters Kayak is dedicated to the Lodi community as demonstrated by volunteering time to Boys Scouts of America as Merit Badge Counselor for kayaking and canoeing, providing free use of kayaks during the Coastal Cleanup Day at Lodi Lake and on the Mokelumne River, as well as donating time, instruction and kayak use during Heroes on the Water events for wounded veterans. Also, donations have been given to several fundraisers including for Lodi schools, churches, and the Lodi Police Department K-9 Unit.

Headwaters Kayak hosts weekly tours of the Mokelumne River, free to those with their own equipment and children under 10. This tour includes a paddling lesson and a guided paddle.

We hope to expand our community service efforts in the future by providing low-cost or no-cost trips for youth in the Lodi Boys and Girls Club, discounted tours for senior citizens, and adaptive paddling for those with disabilities.

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE HEADWATERS KAYAK SHOP
NON-MOTORIZED BOAT CONCESSION AGREEMENT

==========

WHEREAS, the City entered into a Concession Agreement with Headwaters Kayak Shop on April 1, 2014, turning over non-motorized boat rentals at Lodi Lake Park in return for 15 percent of gross revenue; and

WHEREAS, revenue increased approximately 40 percent from 2014 to 2015, and annual Boat House revenue has nearly tripled since the City entered into the agreement; and

WHEREAS, the Concession Agreement provides for contract extensions through April 1, 2017, with all other terms remaining the same.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Contract Amendment No. 1 to the Headwaters Kayak Shop Non-Motorized Board Concession Agreement, thereby extending the term of the Agreement to and including April 1, 2017.

Dated: January 20, 2016
==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the Lodi City Council in a regular meeting held January 20, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-08

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the City of Lodi Investment Policy and Internal Control Guidelines

MEETING DATE: January 20, 2016

PREPARED BY: Deputy City Manager/Treasurer

RECOMMENDED ACTION: Adopt Resolution approving the City of Lodi Investment Policy and Internal Control Guidelines.

BACKGROUND INFORMATION: Prudent financial management dictates that financial policies be reviewed periodically and updated as required. Council last reviewed the Investment Policy in November 2013.

Staff is recommending changes to the policy as noted below in response to changes in underlying Government Code sections related to local agency funds. All changes have been reflected in redline throughout the policy:

- On page 7, Supranational Obligations should be added as a permitted investment. This investment option allows for investments that are issued or unconditionally guaranteed by institutions that are a part of the World Bank Group or the Inter-American Development Bank. This investment option helps diversify the City's portfolio while conforming to our primary objective of preserving safety of principal.

- On page 31, as part of the Glossary, the addition of a definition of Supranational Obligations is recommended.

- Grammar and position title changes are also reflected throughout the document.

The policy is in compliance with state laws governing the investment of local agency funds and provides internal control guidelines to protect City of Lodi funds from misappropriation, speculation and fraud. The objectives of Lodi's investment policy remain, in priority order: safety, liquidity, and return.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers
Treasurer

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI

INVESTMENT POLICY
AND
INTERNAL CONTROL GUIDELINES

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Section

1

INVESTMENT POLICIES

1.1 INTRODUCTION

The purpose of this policy is to state the City's policies and procedures to be used for the investment of surplus funds in a prudent and systematic manner conforming to all state and local statutes governing the investment of public funds. Safety of principal is given the highest priority. In addition, this statement is intended to formalize investment-related activities to provide the highest investment return with maximum security while meeting daily cash flow demands.

1.2 SCOPE

The investment policy applies to all funds under the direct authority of the Deputy City Manager/City Treasurer of the City of Lodi, including but not limited to the General Fund, Special Revenue Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds and Trust and Agency Funds. All funds are accounted for in the City's Comprehensive Annual Financial Report. Investments of debt proceeds held by bond trustee are governed by the provisions of the debt agreements and to the extent that they are permissible investments of funds of the City. Proceeds of bonds will be invested in accordance with the ordinance, resolution, indenture or other agreement governing the issuance of the bonds.

1.3 OBJECTIVES

Funds of the City will be invested with the following objectives in priority order:

Safety:

Safety of principal is the foremost objective of the investment program. Investments of the City of Lodi shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. The City of Lodi will diversify its investments by security type and institution. Financial institutions and broker/dealers will be prequalified and monitored as well as investment instruments they propose.

Liquidity:

The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This will be accomplished through maturity diversification in accordance with California Government Code 53635 and the State Local Agency Investment Fund with immediate withdrawal provision.

Return on Investments:

The City's investment portfolio shall be invested to achieve a "bench marked average" rate of return through economic cycles, that will protect these funds from the effects of inflation and the risks associated with higher returns, as long as it does not diminish the objectives of Safety and Liquidity, while preserving and protecting capital in the overall portfolio.

The "bench marked average" rate of return targeted to achieve this objective is the annual rate of return on the one-year U.S. Treasury Bill. Whenever possible and in a manner consistent with the objectives of safety of principal and liquidity, a yield higher than the "bench marked average" rate of return shall be sought.

1.4 DELEGATION OF AUTHORITY

The Treasurer is designated by the authority of the legislative body as the investment officer of the City as provided for in Government Code Section 53607 and is responsible for the investment decisions and activities of the City. The Treasurer will develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

The Treasurer shall hereafter assume full responsibility for such transactions until such time as the delegation of authority is revoked, and shall make a monthly report of such transactions to the legislative body. In order to optimize total return through active portfolio management, daily activity may be delegated to the Supervising Budget Analyst.

1.5 PRUDENCE

The standard of prudence to be applied by the Treasurer will be the "prudent investor" standard, in accordance with Government Code Section 53600.3 which states "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

1.6 ETHICS AND CONFLICTS OF INTEREST

The City Treasurer is governed by The Political Reform Act of 1974 regarding disclosure of material financial interests as well as Government Code Section 87103. The City Treasurer shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions.

1.7 MONITORING AND ADJUSTING THE PORTFOLIO

The Treasurer will routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments, and will adjust the portfolio accordingly.

1.8 INTERNAL CONTROL

The Treasurer will establish a system of written internal controls, which will be reviewed annually by the City's independent audit firm. The controls will be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

1.9 REPORTING

The Treasurer will submit a quarterly investment report to the City Council, in accordance with Government Code Section 53646, to disclose the following information:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- Percentage of the portfolio represented by each investment category.
- Institution.
- Average life and final maturity of all investments listed.
- Coupon, discount or earnings rate.
- Par value or cost of the security
- Current market value of securities with maturity in excess of 12 months and the source of this valuation.
- Ability of the city to meet its expenditure requirements for the next six months or provide an explanation of why sufficient funds will not be available as required by Gov. Code 53646 (b)(3).

The quarterly investment report to the Lodi City Council, acting legislative authority, as endorsed by Government Code Section 53646, will be in addition to the Treasurer's monthly report and accounting of all receipts, disbursements and fund balances.
In addition, the investment policy will be submitted to the City Council as changes are needed. Any changes will be noted and formal adoption in the form of a resolution of the City Council is required.

1.10 AUTHORIZED INVESTMENTS

The City will invest surplus funds not required to finance the immediate needs of the City as provided in California Government Code Sections 16429.1, 53601, 53601.6, 53601.8, 53635, 53635.2, 53638 and 53684. In selecting authorized investments consideration must be given to credit ratings and collateralization of applicable instruments. A list of these instruments is provided below. These limitations, diversification and maturity scheduling will depend upon whether the funds being invested are considered short-term or long-term funds. All funds will be considered short-term except those reserved for capital projects and special assessment prepayments being held for debt retirement.

Pooled Accounts:

The City of Lodi is authorized by policy, to invest in the Local Agency Investment Fund (LAIF), a voluntary program created by statute, which began in 1977 as an investment alternative for California's local governments and special districts and continues today under the State Treasurer's Administration. The enabling legislation of the LAIF is Section 16429.1,2,3 of the California Government Code.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1953 and has oversight provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and market valuation is conducted monthly.

It has been determined that the State of California cannot declare bankruptcy under Federal regulations, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "money placed with the state treasurer for deposit in the LAIF shall not be subject to either: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

The LAIF provides a book entitled "The Local Agency Investment Fund Answer Book" which resides in the City of Lodi Treasurer's office and provides current answers to the following questions, which are required prior to investing in any pooled/fund account.

- A description of eligible investment securities and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.

- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listing.
- A fee schedule and when and how it is assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

The City of Lodi is authorized by policy to invest in shares issued by the Investment Trust of California (CalTRUST), a joint powers authority created under the authority of California Government Code Section 6509.7, as an investment alternative for California's local governments and special districts. CalTRUST began in 2005 and has oversight provided by a Board of Trustees, consisting of experienced local treasurers and finance directors.

All securities purchased by CalTRUST are securities which are eligible for direct local agency investment under the authority of California Government Code Section 53601. All securities are purchased at market value, and market valuation of all securities in the CalTRUST portfolios is conducted on a daily basis. The CalTRUST program offers three account options: the CalTRUST Heritage Money Market option, which provides same-day liquidity (access to funds); the CalTRUST Short-Term Fund, which offers next-day liquidity; and the CalTRUST Medium-Term Fund, which provides monthly liquidity.

Short-Term Portfolio Diversification:

The City will diversify use of investment instruments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities.

Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment will be made in any security which at the time of the investment has a term remaining to maturity in excess of five years, unless the City Council has granted express authority to make that investment either specifically or as part of an investment program and approved by the City Council no less than three months prior to the investment.

Permitted Investments	Maturity	Portfolio
U.S. Treasury Obligations (Bills, notes and bonds)	5 years	100%
US Government Agency Securities and Instrumentalities	5 years	100%
Bankers Acceptances	180 days	40%
Certificates of Deposit	5 years	100%
Negotiable Certificates of Deposit	5 years	30%
Commercial Paper	270 days	40%
California State Local Agency Investment Fund	Indefinite	100%
Passbook Deposits	Indefinite	100%
Repurchase Agreements	Not Authorized	N/A
Reverse Repurchase Agreements	Not Authorized	N/A
Mutual Funds	Indefinite	20%
Medium Term Notes	5 years	30%
CalTRUST Pooled Accounts	Indefinite	100%
Certificate of Deposit Account Registry Service (CDARS)	Indefinite	30%
Supranational Obligations	5 years	30%

The City Treasurer will not invest in Repurchase Agreements and Reverse Repurchase agreements. Pooled funds invested for the City by entities such as California State Local Agency Investment Fund, and NCPA may invest in repurchase and reverse repurchase agreements. If repurchase agreements are legal and authorized, by policy, a Master Repurchase Agreement must be signed with the bank or dealer.

Diversification by Financial Institution:

- Bankers' Acceptances (Bas)
- No more than 25% of the total portfolio with any one institution.
- Certificates of Deposit (CDs)
- No more than 33% of the total portfolio with any one institution.
- California State Local Agency Investment Fund
- No more than $50 million in any one account, effective November 16, 2009.

Maturity Scheduling:

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll, bond payments) as well as considering sizable blocks of anticipated revenue (taxes, franchise fees). Maturities in this category will be timed to comply with the following guidelines:

Under 30 days	10% minimum
Under 90 days	25% minimum
Under 270 days	50% minimum
Under 1 year	75% minimum
Under 18 months	90% minimum
Under 2 years	95% minimum
Under 5 years	100% minimum

Long-Term Portfolio Diversification:

Investments and diversification for the long-term portfolio will be the same as the short-term portfolio. Maturity scheduling will be timed according to anticipated need. For example, investment of capital project funds will be timed to meet contractor payments, usually for a term not to exceed three years. Investment of prepaid assessment funds will be tied to bond payment dates, after cash flow projections are made using a forecasting model which considers prepayment rate, delinquency rate, interest on bonds and income on investments.

1.11 BANKS AND SECURITY DEALERS

The Treasurer will consider the credit worthiness of institutions in selecting financial institutions for the deposit or investment of City funds. These institutions will be monitored to ensure their continued stability and credit worthiness.

Investment transactions will only be made with pre-approved financial institutions. Banks will provide their most recent Consolidated Report of Condition ("call report") at the request of the Treasurer.

The Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will be maintained of approved security brokers/dealers selected for credit worthiness, who maintain an office in the State of California. This includes primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority registration.
- Trading Resolution
- Proof of State Registration
- Completed broker/dealer questionnaire
- Certification of having read the City of Lodi's investment policy and depository contracts.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Treasurer. The City will not normally use more than three qualified dealer/brokers to obtain bids.

1.12 PURCHASE OF CDs FROM LOCAL INSTITUATIONS

To the extent reasonable and within the limits specified above, the Treasurer may purchase a Certificate of Deposit, up to the amount fully insured by the Federal Deposit Insurance Corporation (FDIC), from each bank and savings and loan institution located within the corporate limits of the City to promote economic development and as a statement of support for those institutions maintaining an office in Lodi. These investments are limited to those institutions which offer Certificates of Deposit insured by the Federal Deposit Insurance Act and have a Community Reinvestment Act Rating of satisfactory or above.

To aid in the diversification of the portfolio, additional Certificates of Deposit in amounts up to fully insured FDIC limits, may be purchased from local institutions provided the investment has the safety, liquidity and a rate of return comparable to that offered from LAIF at the time the original investment is made.

1.13 SAFEKEEPING AND COLLATERILIZATION

All investment securities purchased by the City will be held in third-party safekeeping by an institution designated as primary agent. The custodian will hold these securities in a manner that establishes the City's right of ownership. The primary agent will issue a safekeeping receipt to the City listing the specific instruments, rate, maturity and other pertinent information. Deposit type securities (i.e., certificates of deposit) will be collateralized.

Collateral for time deposits in savings and loans will be held by the Federal Home Loan Bank or an approved Agent of Depository. If collateral is government securities, 110% of market value to the face amount of the deposit is required. Promissory notes secured by first mortgages and first trust deeds used as collateral require 150% of market value to the face amount of the deposit. An irrevocable letter of credit issued by the Federal Home Loan Bank of San Francisco requires 105% of market value to the face amount of the public deposit.

The collateral for time deposits in banks should be held in the City's name in the bank's Trust Department, or alternately, in the Federal Reserve Bank. The City may waive collateral requirements for deposits which are fully insured up to limits prescribed by the FDIC.

The amount of securities placed with an agent of depository will at all times be maintained in accordance with California Government Code 53652.

1.14 ADMINISTRATION

The following administrative policies will be strictly observed:

Payment:

All transactions will be executed on a delivery versus payment basis which should be done by the City's safekeeping agent.

Bid:

A competitive bid process in which three competitive bids are obtained, when practical, will be used to place all investment purchases. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will be requested for instruments which meet the maturity requirement. If no specific maturity is required, a market trend (yield curve) analysis will be conducted to determine which maturities would be most advantageous.

Wire Transfers:

All wire transfers will be approved by the Treasurer or Supervising Budget Analyst. The City's bank will verify each transaction with a predetermined City employee other than the individual sending the wire transfer.

Pre-formatted wire transfers will be used to restrict the transfer of funds with preauthorized accounts only.

Confirmations:

Receipts for confirmation of a purchase of authorized securities should include the following information: trade date; par value; maturity; rate; price; yield; settlement date; description of securities purchased; net amount due; third-party custodial information. Confirmations of all investment transactions are to be received by the Treasurer within three business days.

Pooled Cash:

The City will consolidate into one bank account and invest on a pooled concept basis. Interest earnings will be allocated monthly based on current cash balances.

Bond Proceeds:

The City will comply with applicable federal tax law and regulations in connection with the investment of bond proceeds.

Section

2

INTERNAL CONTROLS

2.1 GENERAL

Through this system of internal control, the City is adopting procedures and establishing safeguards to prevent or limit the loss of funds invested or held for investment due to errors, losses, misjudgments and improper acts. Internal control procedures are not intended to address every possible situation but are intended to provide a reasonable and prudent level of protection for the City's funds.

Objectives:

These procedures and policies are established to ensure:

- the orderly and efficient conduct of investment practices, including adherence to investment policies
- the safeguarding of surplus cash
- the prevention or detection of errors and fraud
- the accuracy and completeness of investment records
- the timely preparation of reliable investment reports

General Control Policies:

The following policies are to be used to safeguard investments:

- **Organization**
  A description of responsibilities and procedures for the investment of City funds, lines of authority and reporting requirement will be maintained.

- **Personnel**
  Only qualified and assigned personnel will be authorized to approve investment transactions; make and liquidate investments; maintain investment records; and maintain custody of negotiable instruments. Personnel assigned responsibility for the investment of City surplus funds will maintain their professional qualifications by continued education and membership in professional associations.

- **Segregation of functions**
  No one having general ledger functions will have responsibility for the investment of City funds.

- **Safekeeping**
  All securities are to be held in the name of the City of Lodi. The City will contract with a third party, usually a bank, to provide custodial services and securities safekeeping. Although a cost is involved, the risk of losing physical securities outweighs the fees involved. Preference should be given to custodial services which include reporting

services as part of their service, including marking the portfolio to market value, performance evaluation and internal reporting

- **Reconciliation of records**
  Regular and timely reconciliation will be made of detailed securities records with the general ledger control account.

- **Performance evaluation**
  Performance statistics will be maintained and reported monthly as provided in the Investment Policies. The indices to be used are the rate of return for the one-year U.S. Treasury Bill and the annual rate of return for the Local Agency Investment Fund (LAIF) managed by the State Treasurer's Office.

2.2 PROCEDURES

Assigned Responsibilities:

a. City Council responsibilities:
- Adoption of City's investment policies by Resolution
- Review and evaluation of investment performance.

b. Deputy City Manager/Treasurer duties and responsibilities:
- Formulating, recommending and implementing the City's investment policies
- Approves all investment transactions prior to execution of any transaction
- Approves broker/dealer arrangements.

c. Supervising Budget Analyst duties and responsibilities:
- Recommends broker/dealer arrangements
- Recommends investments
- Executes investment transactions
- Maintains records of all investment transactions
- Prepares monthly investment report for City Council review
- Prepare fiscal year end investment reports for City's independent audit firm review
- Review's financial condition of the City's depositories (banks) at least annually for compliance with collateralization requirements under government code and financial condition and reports results to City Treasurer.

d. Financial Services Manager duties and responsibilities:
- Maintains general ledger control account and duplicate records of investment transactions
- Verifies investment records and reconciles detailed securities records with general ledger control accounts.

e. City's independent audit firm:
   - Will review the City's investment policies and procedures and make appropriate recommendations and findings as to compliance and steps to be taken to improve internal controls.

2.3 TREASURY FUNCTION RESPONSIBILITIES

FUNCTION	RESPONSIBILITIES
1. Recommendations:	
• Recommends broker/dealer arrangements	Supervising Budget Analyst
• Recommends investments	Supervising Budget Analyst
2. Authorization of Investment Transactions	
• Formal investment policy prepared by	Deputy City Manager/Treasurer
• Formal investment policy approved by	City Council
• Investment transactions approved by	Deputy City Manager/Treasurer
• Broker/deal arrangements approved by	Deputy City Manager/Treasurer
3. Execution of Investment Transactions	Supervising Budget Analyst
4. Recording of Investment Transactions	
• Recording of transactions in Treasurer's records	Supervising Budget Analyst
• Recording of transactions in Accounting records	Financial Services Manager
5. Safeguarding of assets and records	
• Maintenance of Treasurer's records	Supervising Budget Analyst
• Reconciliation of Treasurer's records to accounting records	Financial Services Manager
• Review of (a) financial institution's financial condition, (b) safety, liquidity, and potential yields of investment instruments, and (c) reputation and financial condition of investment brokers	Supervising Budget Analyst
• Periodic reviews of collateral	Supervising Budget Analyst
• Review and evaluation of performance	City Council
6. Preparation of reports	Supervising Budget Analyst
7. Periodic review of investment portfolio for conformance to City's investment policy	City's Audit Firm

Section

3

SAMPLE INVESTMENT FORMS

CITY OF LODI
INVESTMENT BID SHEET

Date: _____

Cycle to:
~~Management~~Supervising Management Analyst _____
Fin. Services Manager _____

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	Transaction #1		Transaction #2		Transaction #3	
	Invest	Withdraw	Invest	Withdraw	Invest	Sell
Recommended Selection						
Primary Dealer						
Quotes						
Firm						
Dealer						
Telephone #						
Security Type						
Price						
Maturity Date						
1st Call Date						
Yield to Maturity						
Purchase Price						
Cusip #						
Principal						
Discount						
Accrued Interest						
Interest Rate						
Interest Period						
Risk Category						
Trade Date						
Settlement Date						
Calculation						
Invstmnt.—Fund #						
Investment Fund #						
Issuer Code						
Cert.Acct. #						
Term of Days						

***
ME (Month end in advance)
AE (Month end in arrears)
M (Monthly in advance)
AM (Monthly in arrears)
QE (Quarter end)
S (Semi-annual Actual)
SC (Semi-Annual Equal)
MA (Maturity)
MD (Maturity Discount)
LAIF BALANCE

Approval:
~~Management~~Supervising Management Analyst: _____

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Fin. Svcs. Manager: _____

Approval Date: _____

Transaction Date: _____

Comments: _____
_____

Conf #: _____

BROKER/DEALER QUESTIONNAIRE
CITY OF LODI TREASURER'S OFFICE
P. O. Box 3006
Lodi, California 95241

1. Name:_____

2. Branch Address:_____

3. Telephone No.: _____

4. Primary Account Representative:_____
   Name:_____
   Title:_____
   Telephone No.: _____

5. Is your firm a primary dealer in US Government Securities? Y/N _____

6. Identify the personnel who will be trading with or quoting securities to our agencies employees:
   Name Title Telephone No.
   _____

7. National Headquarters Address:
   Corporate Contract: _____
   Telephone No.: _____
   Compliance Officer (Name, Address, Telephone):
   _____

8. What was your firm's total volume in US Government and Agency securities trading last calendar year?

9. Which securities are offered by your firm?
   ( ) US Treasury
   ( ) US Treasury Notes
   ( ) US Treasury Bonds
   ( ) Agencies (specify)
   ( ) Negotiable CD's
   ( ) Commercial Paper
   ( ) BAs Domestic
   ( ) BAs Foreign
   ( ) Repurchase Agreements
   ( ) Reverse Repurchase Agreements

10. List your personnel who have read the City of Lodi Treasurer's Investment Policy.

11. Please identify your public-sector clients in our geographical area who are most comparable to our government with which you currently do business.

12. Have any of your clients ever sustained a loss on a securities transaction arising from misunderstanding or misrepresentation of the risk characteristics of the instrument? If so, please explain.

13. Have any of your public-sector clients ever reported to your firm, is officers or employees, orally or in writing, that they sustained a loss exceeding 10% of the original purchase price in a single year on any individual security purchased thorough your firm? Explain.

14. Has your firm ever been subject to a regulatory or state/federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to the sale of securities? Have any of your employees ever been so investigated? Explain.

15. Has a public sector client ever claimed in writing that your firm or members of your firm were responsible for investment losses?

16. Please include samples of research reports that your firm regularly provides to public-sector clients.

17. Please explain your normal delivery process. Who audits these fiduciary systems?

18. Please provide certified financial statements and other indicators regarding your firm's capitalization.

19. Describe the capital line and trading limits that support/limit the office that would conduct business with our government.

20. What training would you provide to our employees and investment officers?

21. Has your firm consistently complied with the Federal Reserve Bank's capital adequacy guidelines? As of this date, does your firm comply with the guidelines? Has your capital position every fallen short? By what factor (1.5x, 2x, etc.). Does your firm presently exceed the capital adequacy guidelines, measure of risk? Include certified documentation of your capital adequacy as measured by the Federal Reserve standards.

22. Do you participate in the Securities Investor Protection Corporation (SIPC) insurance program? If not, why?

23. What portfolio information do you require from your clients?

24. What reports, confirmations and paper trail will we receive?

25. Enclose a complete schedule of fees and charges for various transactions.

26. How many and what percentage of your transactions failed last month? Last year?

27. Describe the precautions taken by your firm to protect the interest of the public when dealing with governmental agencies as investors.

28. Is your firm licensed by the State of California as a broker/dealer? Y/N _____

CERTIFICATION ATTACHED

CERTIFICATION

I hereby certify that I have personally read the latest adopted resolution of investment policies and objectives of the City of Lodi Treasurer and the California Government Codes pertaining to the investments of the City of Lodi, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out to transaction conducted between our firm and the City of Lodi. All sales personnel will be routinely informed of the City of Lodi's investment objectives, horizon, outlook, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing the City of Lodi of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

SIGNED_____ TITLE_____ DATE_____

COUNTERSIGNED _____ DATE _____
(Person in charge of government securities operations)

NOTE: Completion of Questionnaire is only part of the City of Lodi's Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City of Lodi.

On this _____ day of _____ 20_____ before me the undersigned Notary Public personally appeared
( ) personally known to me
( ) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that _____ executed it.

State of _____

County of _____

WITNESS my hand and official seal.
Notary's Signature

Section

4

GLOSSARY

AGENT: an agent is a firm or individual which executes orders for others or acts on behalf of others (the principal). The agent is subject to the control of the principal and does not have title to the principal's property. The agent may charge a fee or commission for this service.

AGENCIES: federal agency securities and/or Government-sponsored enterprises.

AGREEMENT: an agreement is an arrangement or understanding between individual traders to honor market quotes within predetermined limits on dollar amount and size.

AMORTIZATION: straight-line reduction of debt by means of periodic payments sufficient to meet current interest charges and to pay off the debt at maturity.

ARBITRAGE: a technique used to take advantage of price differences in separate markets. This is accomplished by purchasing securities, negotiable instruments or currencies in one market for immediate sale in another market at a better price.

ASKED: the price at which securities are offered.

AT THE MARKET: a trading term for the buying or selling of securities at the current market price rather than at a predetermined price.

BANKERS ACCEPTANCE (BA): a bearer time draft for a specified amount payable on a specified date. An individual or business seeking to finance domestic or international trade draws it on a bank. Commodity products collateralize the BA. Sale of goods is usually the source of the borrower's repayment to the bank. The bank finances the borrower's transaction and then often sells the BA on a discount basis to an investor. At maturity, the bank is repaid and the investor holding the BA receives par value from the bank.

BASIS PRICE: price expressed in yield-to-maturity or the annual rate of return on the investment.

BEAR MARKET: a period of generally pessimistic attitudes and declining market prices. (Compare: Bull market)

BELOW THE MARKET: a price below the current market price for a particular security.

BID AND ASKED OR BID AND OFFER: the price at which an owner offers to sell (asked or offer) and the price at which a prospective buyer offers to buy (bid). It is often referred to as a quotation or a quote. The difference between the two is called the spread.

BOND: an interest-bearing security issued by a corporation, government, governmental agency or other body, which can be executed through a bank or trust company. A bond is a form of debt with an interest rate, maturity, and face value, and is usually secured by specific assets. Most bonds have a maturity of greater than one year, and generally pay interest semiannually.

BOND ANTICIPATION NOTE (BAN): short-term notes sold by states and municipalities to obtain interim financing for projects which will eventually be financed by the sale of bonds.

BOND DISCOUNT: the difference between a bond's face value and a selling price, when the selling price is lower than the face value.

BOND RATING the classification of a bond's investment quality. (See: Rating).

BOND RESOLUTION: a legal order or contract by a governmental unit to authorize a bond issue. A bond resolution carefully details the rights of the bondholders and the obligation of the issuer.

BOOK VALUE: the amount at which a security is carried on the books of the holder or issuer. The book value is often the cost, plus or minus amortization, and may differ significantly from the market value.

BROKER: a middleman who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

BULL MARKET: a period of generally optimistic attitudes and increasing market prices. (Compare: Bear Market).

BUYERS MARKET: a market where supply is greater than demand, giving buyers an advantage in purchase price and terms.

CALL: an option to buy a specific asset at a certain price within a particular period.

CALLABLE: a feature which states a bond or preferred stock may be redeemed by the issuer prior to maturity under terms designated prior to issuance.

CALL DATE: the date on which a bond may be redeemed before maturity at the option of the issuer.

CALLED BONDS: bonds redeemed before maturity.

CALL PREMIUM: the excess paid for a bond or security over its face value.

CALL PRICE: the price paid for a security when it is called. The call price is equal to the face value of the security, plus the call premium.

CALL PROVISION: the call provision describes the details by which a bond may be redeemed by the issuer, in whole or in part, prior to maturity. A Security with such a provision will usually have a higher interest rate than comparable, but noncallable securities.

CAPITAL GAIN OR LOSS: the amount that is made or lost, depending upon the difference between the sale price and the purchase price of any capital asset or security.

CAPITAL MARKET: the market in which buyers and sellers, including institutions, banks, governments, corporations and individuals, trade debt and equity securities.

CASH SALE: a transaction calling for the delivery and payment of the securities on the same day that the transaction takes place.

CERTIFICATE OF DEPOSIT (CD): debt instrument issued by a bank that usually pays interest. Institutional CD's are issued in denominations of $100,000 or more. Maturities range from a few weeks to several years. Competitive forces in the marketplace set interest rates.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS): deposits made with a "selected" depository institution, in accordance with California Government Code Section 53601.8, that uses a private entity to assist in the placement of certificates of deposit. Such deposits shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. The selected depository institution shall serve as custodian for each certificate of deposit that is issued with placement service for the City of Lodi's account.

COLLATERAL: securities or other property, which a borrower pledges for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERAL NOTE: a promissory note, which specifically mentions the collateral, pledged by the borrower for the repayment of an obligation.

COMMERCIAL PAPER: short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

COMMISSION: the brokers or agent's fee for purchasing or selling securities for a client.

COUPON: the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

COVENANT: a pledge in the bond resolution or indenture of the issuing government to perform in a way that may benefit the bondholders, or to refrain from doing something that might be disadvantageous to them.

COVER: the spread between the winning bid (or offer) and the next highest bid (or the next lowest offer). It is useful as a basis for evaluation of the bids.

COVERAGE RATIO: the ratio of income available to pay a specific obligation versus the total amount obligated. This is a measure of financial stability.

CREDIT ANALYSIS: a critical review and appraisal of the economic and financial condition of a government agency or corporation. The credit analysis evaluates the issuing entity's ability to meet its debt obligations, and the suitability of such obligations for underwriting or investment.

CURRENT MATURITY: amount of time left to the maturity of an obligation.

DEBENTURE: a bond secured by the general credit of the issuer rather than being backed by a specific lien on property as in mortgage bonds.

DEBT COVERAGE: this term is normally used in connection with revenue and corporate bonds. It indicates the margin of safety for payment of debt, reflecting the number of times by which earnings for a certain period of time exceed debt payable during the same period.

DEBT LIMIT (OR CEILING): the maximum amount of debt that can legally be acquired under the debt-incurring power of a state or municipality.

DEBT SERVICE: interest and principal obligation on an outstanding debt. This is usually for a one-year period.

DEFAULT: failure to pay principal or interest promptly when due.

DELIVERY VERSUS PAYMENT: securities industry procedure, common with institutional accounts, whereby delivery of securities sold is made to the buying customer's bank in exchange for payment, usually in the form of cash. (Institutions are required by law to require "assets of equal value" in exchange for delivery.) Also called Cash on Delivery.

DERIVATIVE: contracts written between a City and a counter party such as a bank, insurance company or brokerage firms. Their value is derived from the value of some underlying assets such as Treasury Bonds or a market index such as LIBOR. Derivatives are used to create financial instruments to meet special market needs. Two contrasting reasons for the use of derivatives are: 1) to limit risk or transfer it to those willing to bear it; and, 2) to speculate about future interest rates and leverage in hope of increasing returns.

DISCOUNT: the difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after a sale also is considered to be at a discount.

DIVERSIFICATION: dividing investment funds among a variety of securities offering independent returns.

DUE DILIGENCE: exercising of due professional care in the performance of duties.

FACE VALUE: the principal amount owed on a debt instrument. It is the amount on which interest is computed and represents the amount that the issuer promises to pay at maturity.

FANNIE MAE: trade name for the Federal National Mortgage Association.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): federal agency established in 1933 that guarantees (within limits) funds on deposit in member banks and performs other functions such as making loans to or buying assets from members banks to facilitate mergers or prevent failures.

FEDERAL FUNDS RATE: the rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: the central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FIDUCIARY: an individual or group, such as a bank or trust company, which acts for the benefit of another party or to which certain property is given to hold in trust, according the trust agreement.

FISCAL YEAR: an accounting or tax period comprising any twelve-month period. The City's fiscal year starts July 1.

FREDDIE MAC: trade name for the Federal Home Loan Mortgage Corporation.

FULL FAITH AND CREDIT: the unconditional guarantee of the United States government backing a debt for repayment.

GENERAL OBLIGATION BONDS (GO's): bonds secured by the pledge of the municipal issuer's full faith and credit, usually including unlimited taxing power.

GINNIE MAE: trade name for the Government National Mortgage Association.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term “pass-through” is often used to describe Ginnie Maes.

HOLDER: the person or entity which is in possession of a negotiable instrument.

INDEBTEDNESS: the obligation assumed by a borrower, guarantor, endorser, etc. to repay funds which have been or will be paid out on the borrower’s behalf.

INDENTURE: a written agreement used in connection with a security issue. The document sets the maturity date, interest rate, security and other terms for both the issue holder, issuer and, when appropriate, the trustee.

INTEREST RATE: the interest payable each year on borrowed funds expressed as a percentage of the principal.

INVESTMENT: use of capital to create more money, either through income-producing vehicles or through more risk-oriented ventures designed to result in capital gains.

INVESTMENT PORTFOLIO: a collection of securities held by a bank, individual, institution, or government agency for investment purposes.

IRREVOCABLE LETTER OF CREDIT: instrument or document issued by a bank guaranteeing the payment of a customer’s drafts up to a stated amount for a specified period. It substitutes the bank’s credit for the buyer’s and eliminates the seller’s risk. This arrangement cannot be changed or terminated by the one who created it without the agreement of the beneficiary.

ISSUE PRICE: the price at which a new issue of securities is put on the market.

ISSUER: any corporation or governmental unit, which borrows money through the sale of securities.

JOINT AND SEVERAL OBLIGATION: a guarantee to the holder in which the liability for a bond or note issue may be enforced against all parties jointly or any one of them individually so that one, several or all may be held responsible for its payment.

LAIF: trade name for California State Local Agency Investment Fund.

LEGAL INVESTMENT: a list of securities in which certain institutions and fiduciaries may invest as determined by regulatory agencies.

LEGAL OPINION: an opinion concerning the legality of a bond issue, usually written by a recognized law firm specializing in the approval of public borrowings.

LIQUIDITY: a liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKETABILITY: the measure of ease with which a security can be sold in the secondary market.

MARKET ORDER: an order to buy or sell securities at the prevailing bid or ask price on the market.

MARKET VALUE: the price at which a security is trading and could presumably be purchased or sold.

MARKET VS. QUOTE: quote designates the current bid and ask on a security, as opposed to the price at which the last security order was sold.

MASTER REPURCHASE AGREEMENT: a written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: the date that the principal or stated value of debt instrument becomes due and payable. It is also used as the length of time between the issue date and the due date.

MONEY MARKET: the market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MORTGAGE BOND: a bond secured by a mortgage on property. The value of the property used as collateral usually exceeds that of the mortgage bond issued against it.

NEGOTIABLE: a term used to designate a security, the title to which is transferable by delivery. Also used to refer to the ability to exchange securities for cash or near-cash instruments.

NO PAR VALUE: a security issued with no face or par value.

NON-NEGOTIABLE: a security whose title or ownership is not transferable through a simple delivery or endorsement. (See: Negotiable.)

OBLIGATION: a responsibility for paying back a debt.

OFFER: the price of a security at which a person is willing to sell.

OFFERING: placing securities for sale to buyers. The offering usually states the price and terms.

OPEN MARKET OPERATIONS: purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR VALUE: the stated or face value of a security expressed as a specific dollar amount marked on the face of the security; the amount of money due at maturity. Par value should not be confused with market value.

PAYING AGENT: the agency, usually a commercial bank, which dispenses the principal and interest payable on a maturing issue.

PORTFOLIO: the collection of securities held by an individual or institution.

PREMIUM: the amount by which the price paid for a security exceeds the par value. Also, the amount that must be paid over the par value to call an issue before maturity.

PRIMARY DEALER: a group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: the face or par value of an instrument. It does not include accrued interest.

PRUDENT INVESTOR RULE: an investment standard adopted by the State of California in 1995. It states that a trustee shall consider the entire investment portfolio when determining the prudence of an individual investment; diversification is explicitly required within a portfolio; suitability of an investment is a primary determinant; and delegation of investment management is acceptable.

PRUDENT MAN RULE: an investment standard established in 1630. It states that a trustee who is investing for another should behave in the same way as a prudent individual of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUOTATION (QUOTE): the highest bid to buy or the lowest offer to sell a security in any market at a particular time.

RATE OF RETURN: 1) the yield which attainable on a security based on its purchase price or its current market price. 2) This may be the amortized yield to maturity on a bond the current income returns.

RATING: the designation used by investors' services to rate the quality of a security's creditworthiness. Moody's ratings range form the highest Aaa, down through Aa, A, Baa, Ba, B, etc., while Standard and Poor's ratings range from the highest AAA, down through AA, A, BBB, BB, B, etc.

REFINANCING: rolling over the principal on securities that have reached maturity or replacing them with the sale of new issues. The object may be to save interest costs or to extend the maturity of the loan.

REGISTERED BOND: a bond whose principal and/or interest is payable only to that person or organization which is registered with the issuer. This form is not negotiable and it can be transferred only when endorsed by the registered owner.

REPURCHASE AGREEMENT (REPO): agreement between a seller and a buyer, usually of U.S. Government securities, whereby the seller agrees to repurchase the securities at an agreed upon price and, usually, at a stated time. The attraction of repos is the flexibility of maturities that makes them an ideal place to "park" funds on a very temporary basis. Dealers also arrange reverse repurchase agreements, whereby they agree to buy the securities and the investor agrees to repurchase them at a later date.

REVENUE ANTICIPATION NOTES (RAN): short-term notes sold in anticipation of receiving future revenues. The notes are to be paid from the proceeds of those revenues.

REVENUE BOND: a state or local bond secured by revenues derived from the operations of specific public enterprises, such as utilities. Such bonds are not generally backed by the taxation power of the issuer unless otherwise specified in the bond indenture.

SAFEKEEPING: a service banks offer to customers for a fee, where securities are held in the bank's vaults for protection.

SECURED DEPOSIT: bank deposits of state or local government funds which, under the laws of certain jurisdictions, must be secured by the pledge of acceptable securities.

SECONDARY MARKET: a market made for the purchase and sale of outstanding issues following the initial distribution.

SECURED DEPOSIT: bank deposits of state or local government funds which, under the laws of certain jurisdictions, must be secured by the pledge of acceptable securities.

SECURITIES: investment instruments such as bonds, stocks and other instruments of indebtedness or equity.

SECURITIES & EXCHANGE COMMISSION: agency created by Congress to protect investors in securities transactions by administering securities legislation.

SERIAL BOND: bonds of the same issue, which have different maturities, coming due over a number of years rather than all at once. This allows the issuer to retire the issue in small amounts over a long period of time.

SETTLEMENT DATE: date by which an executed order must be settled, either by buyer paying for the securities with cash or by a seller delivering the securities and receiving the proceeds of the sale for them.

SINKING FUND: a reserve fund set aside over a period of time for the purpose of liquidating or retiring an obligation, such as a bond issue, at maturity.

SPECIAL ASSESSMENT BONDS: bonds that are paid back from taxes on the property that is benefiting from the improvement being financed. The issuing governmental entity agrees to make the assessments and earmark the tax proceeds to repay the debt on these bonds.

SPREAD: the difference between two figures or percentages. For example, it may be the difference between the bid and asked prices of a quote, or between the amount paid when bought and the amount received when sold.

SUPRANATIONAL OBLIGATIONS: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development; International Finance Corporation, or Inter-American Development Bank.

TAX ANTICIPATION NOTES (TAN): short-term notes issued by states or municipalities to finance current operations in anticipation of future tax collections which would be used to repay the debt.

TAX-EXEMPT BONDS: interest paid on municipal bonds issued by state and local governments or agencies is usually exempt from federal taxes, and in some cases, the state and/or local taxes. The interest rate paid on these bonds is generally lower than rates on non-exempt securities.

TERMS: the conditions of the sale or purchase of a security.

TREASURY BILL (T-BILL): a non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS AND NOTES: obligations of the U. S. government which bear interest. Notes have maturities of one to seven years, while bonds have longer maturities.

TREASURY BONDS: long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

TRUSTEE: a bank designated as the custodian of funds and the official representative for bondholders.

UNDERWRITER: a dealer bank or other financial institution, which arranges for the sale and distribution of a large batch of securities and assumes the responsibility for paying the net purchase price.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: the annual rate of return on an investment, expressed as a percentage of the investment.

YIELD CURVE: graph showing the term structure of interest rates by plotting the yields of all bonds of the same quality with maturities ranging from the shortest to the longest available. The resulting curve shows if short-term interest rates are higher or lower than long-term rates. For the most part, the yield curve is positive (short-term rates are lower), since investors who are willing to tie up their money for a longer period of time usually are compensated for the extra risk they are taking by receiving a higher yield.

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY
COUNCIL ADOPTING THE CITY OF LODI
ANNUAL INVESTMENT POLICY AND
INTERNAL CONTROL GUIDELINES

==========

WHEREAS, California Government Code Section 53646 endorses an annual review of a local agencies' investment policy by the local legislative body; and

WHEREAS, the City of Lodi Investment Policy requires that the Investment Policy be periodically reviewed and adopted by Resolution; and

WHEREAS, the Policy, on file in the office of the City Clerk, is in compliance with State laws governing the investment of local agency funds and provides internal control guidelines to protect the funds of the City from misappropriation, speculation, and fraud.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi has reviewed and hereby adopts the City of Lodi Annual Investment Policy and Internal Control Guidelines, which shall be effective this date.

Dated: January 20, 2016
==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 20, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-09

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Amending Traffic Resolution No. 97-148, Section 3B, Establishing Two 15-Minute Parking Spaces on North Side of Vine Street, 265 Feet East of Ham Lane

MEETING DATE: January 20, 2016

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution amending Traffic Resolution No. 97-148, Section 3B, establishing two 15-minute parking spaces on north side of Vine Street, 265 feet east of Ham Lane.

BACKGROUND INFORMATION: Public Works staff received a request from the Lodi Memorial Hospital Foundation for the time limit parking fronting the Fairmont Pharmacy on Vine Street. The request is based on the lack of available customer parking in front of the pharmacy given the high parking demand in the area.

The on-street parking along both sides of Vine Street east of Ham Lane is heavily used by hospital employees during the workday. Most of the Fairmont Pharmacy customers are impaired or recently discharged hospital patients. The proposed 15-minute parking restriction will provide improved pharmacy access for these customers.

As shown in Exhibit A, parking stall markings will be installed along with a 15-minute time limit sign. Parking enforcement, outside the downtown area, is handled based on complaints. Police Department concurred that enforcement of the 15-minute parking restriction will be provided on an on-call basis.

FISCAL IMPACT: Minimal fiscal impact.

FUNDING AVAILABLE: Funding for the installation of signs and marking will be from the Street Maintenance Operating account (30156002), at an approximate cost of $1,000.

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

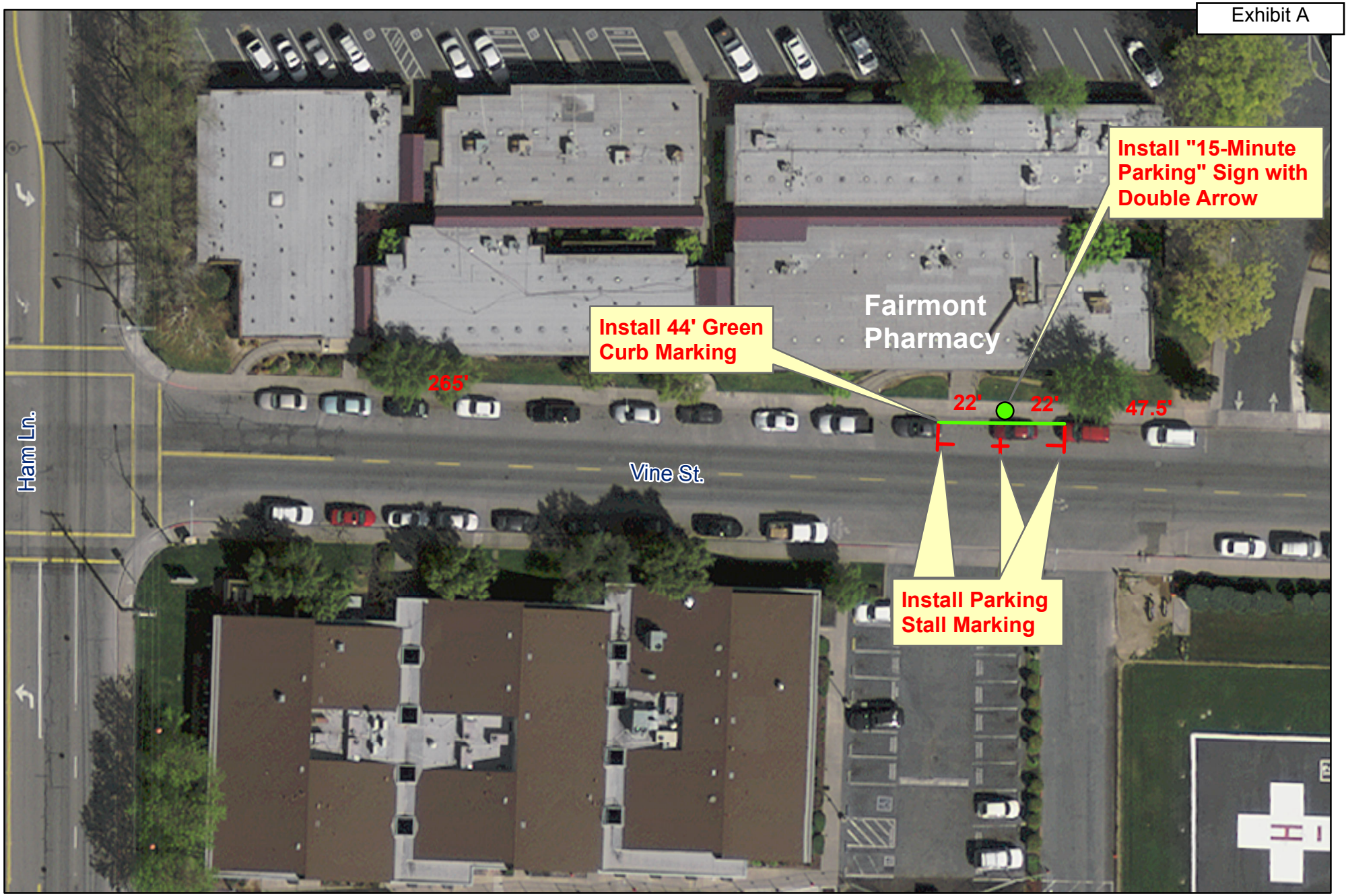
_____
Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Dorothy Kam, Assistant Engineer
CES/DK/tdb
Attachment

cc: Interim City Engineer/Deputy Public Works Director
Transportation Manager/Senior Traffic Engineer
Police Chief
Utility Manager
Lodi Memorial Hospital Foundation Executive Director

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A



Vine Street - 265 feet East of Ham Lane

Proposed 15-minute parking

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RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING TRAFFIC RESOLUTION NO. 97-148, ESTABLISHING TWO 15-MINUTE PARKING SPACES ON THE NORTH SIDE OF VINE STREET, 265 FEET EAST OF HAM LANE

==========

WHEREAS, Public Works staff received a request from the Lodi Memorial Hospital Foundation for time-limited parking fronting the Fairmont Pharmacy; and

WHEREAS, the request is based on the lack of parking in front of the pharmacy, given the high demand for parking in the area; and

WHEREAS, staff recommends that the City Council amend Traffic Resolution No. 97-148, Section 3B, by approving two 15-minute parking spaces on the north side of Vine Street, 265 feet east of Ham Lane.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend Traffic Resolution No. 97-148, Section 3B, by approving two 15-minute parking spaces on the north side of Vine Street, 265 feet east of Ham Lane.

Dated: January 20, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 20, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM H-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Monthly Protocol Account Report

MEETING DATE: January 20, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through December 31, 2015.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

council/councom/protocolreport.doc

PROTOCOL ACCOUNT SUMMARY
FISCAL YEAR 2015-16
Cumulative Report through December 31, 2015

Date	Vendor	Description	Amount	Balance
				Starting Bal. $6,500.00
7/1/15	Village Flowers	Flowers for David Akin's Funeral	$120.91	$6,379.09
10/19/15	Staples	Certificate Holders	$56.65	$6,322.44
11/10/15	Staples	Certificate Holders	$60.01	$6,262.43
11/24/15	Creative Trophy & Engraving	Plaques/Nameplates	$153.36	$6,109.07
12/2/15	Jan's Sweet Treasures	Treats for Reorganization	$145.00	$5,964.07
12/14/15	Jan's Sweet Treasures	Cookies	$485.00	$5,479.07
			Total Expenditures: ($1,020.93)	*Ending Bal.* **$5,479.07**

Prepared by: PMF

AGENDA ITEM I-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Title Change and Amendments to the Job Description for Utility Service Operator I; Approving Title Change and Amendments to the Job Description and Salary Range Adjustment for Utility Service Operator II; Approving a New Classification and Salary Range for the Position of Electric Distribution Operator Supervisor; and Deleting One Electric Distribution Operator II Position

MEETING DATE: January 20, 2016

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving title change and amendments to the job description for Utility Service Operator I; Approving title change and amendments to the job description and salary range adjustment for Utility Service Operator II; Approving a new classification and salary range for the position of Electric Distribution Operator Supervisor; and deleting one Electric Distribution Operator II position.

BACKGROUND INFORMATION: The Lodi Electric Utility (LEU) Relief Operator position was created to ensure a back-up Operator was always available in the event the on-shift Operator became unavailable. The Relief Operator position was established many years ago when the LEU Operations Center was staffed seven days per week, two shifts per day. Employees serving as the Relief Operator receive a 10 percent upgrade in pay for the duration of the relief assignment. Relief Operators are required to cover either the day shift or the swing shift of the regularly scheduled Operator, in the event he/she is not available. The Relief Operator duties are currently assigned on a rotating basis with each qualified Operator serving in the Relief Operator capacity.

As part of LEU's continued process improvement and reorganization, a thorough review and analysis of the job descriptions and job duties for the positions of Utility Service Operator I and II was completed. Based on their analysis, LEU is recommending amendments to the job descriptions to include rolling in the Relief Operator duties, as well as retitling the positions of Utility Service Operator I and II to Electric Distribution Operator I and II. It is also recommended that the salary for the Electric Distribution Operator II be adjusted to compensate the Operator II's for the additional Relief Operator duties and to eliminate the 10 percent upgrade the Operator's currently receive for serving as Relief Operator. There is no increase to the budget for this change.

It is further recommended that a new supervisory classification be created. The Electric Distribution Operator Supervisor is a working supervisor and will provide supervision and day-to-day direction to Electric Distribution Operator staff. The creation of this supervisory classification mirrors the structure of the other units within LEU (Substation/Metering and Troubleshooting). The proposed salary is approximately 10 percent above the Electric Distribution Operator II salary. There will be no net increase in headcount with this new position as the intent is to conduct a promotional recruitment to fill the supervisor position and to unfund the vacated Operator position once the recruitment is completed.

Staff requests that Council approve the amendments to the classifications, title changes, and amendment to the salary range for the Electric Distribution Operator II, and to approve the new classification and

---

APPROVED: _____

Stephen Schwabauer, City Manager

salary range for the Electric Distribution Operator Supervisor. In addition, staff requests that Council approve the recommendation to delete one Electric Distribution Operator II position upon completion of the promotional recruitment.

Staff met and conferred with International Brotherhood of Electrical Workers (IBEW) and they concur with the staff recommendations. Staff recommends the Electric Distribution Operator II salary range be increased by 3 1/3 percent to $87,071.66 to $105,852.24, and the Electric Distribution Operator Supervisor salary range be established at $95,778.80 to $116,437.62, which is approximately 10 percent above the Electric Distribution Operator II. The Electric Distribution Operator Supervisor position will be part of the IBEW bargaining unit.

FISCAL IMPACT: The additional annual cost for the Supervisor position is approximately $11,000.

FUNDING AVAILABLE: Additional cost to be absorbed within appropriations in the Electric Utility budget for FY 2015/16.

_____
Adele Post, Human Resources Manager

_____
Jordan Ayers, Deputy City Manager/Internal Services Director

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING TITLE CHANGE AND AMENDMENTS TO THE JOB DESCRIPTION FOR UTILITY SERVICE OPERATOR I; APPROVING TITLE CHANGE AND AMENDMENTS TO THE JOB DESCRIPTION AND SALARY RANGE ADJUSTMENT FOR UTILITY SERVICE OPERATOR II; APPROVING NEW CLASSIFICATION AND SALARY RANGE FOR THE POSITION OF ELECTRIC DISTRIBUTION OPERATOR SUPERVISOR; AND DELETING ONE ELECTRIC DISTRIBUTION OPERATOR II POSITION

==========

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve amendments to the job description and title change from Utility Service Operator 1 to Electric Distribution Operator 1, as shown on Exhibit A attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve the amendments to the job description and title change from Utility Service Operator II to Electric Distribution Operator II, shown on Exhibit B attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the salary range for Electric Distribution Operator II is hereby approved and shall be as follows:

ELECTRIC DISTRIBUTION OPERATOR II

Step 0	Step 1	Step 2	Step 3	Step 4
$87,071.66	$91,400.40	$96,006.04	$100,790.56	$105,852.24

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve a new classification for Electric Distribution Operator Supervisor, shown on Exhibit C attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the salary range for the Electric Distribution Operator Supervisor is hereby approved and shall be as follows:

ELECTRIC DISTRIBUTION OPERATOR SUPERVISOR

Step 0	Step 1	Step 2	Step 3	Step 4
$95,778.80	$100,540.44	$105,606.80	$110,869.72	$116,437.62

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve the deletion of one Electric Distribution Operator II position.

Dated: January 20, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the Lodi City Council in a regular meeting held January 20, 2016 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

CITY OF LODI **March 21, 1991**
Amended and Retitled January 2016

ELECTRIC DISTRIBUTION OPERATOR I

DESCRIPTION:

Under direct supervision, monitors, controls, and takes charge of the City's electric distribution system on an assigned shift basis; directs field switching operations; operates computer-based control systems; receives emergency calls; dispatches appropriate personnel and does related work as required.

The Electric Distribution Operator I position is the entry-level of the Electric Distribution Operator class series. Positions in this class are expected to have a basic working knowledge of electrical theory, distribution level voltages (12,000V and 60,000V) and electric control systems and devices. This class works an assigned shift year round and may be assigned Standby duties during non-work hours to provide assistance to a Distribution Operator II in the event of a major outage or event. The Electric Distribution Operator I is considered an operator-in-training and performs the Distribution Operator duties under the direction of an Electric Distribution Operator II or Electric Distribution Supervisor.

SUPERVISION EXERCISED AND RECEIVED

Electric Distribution Operator I received immediate supervision from the Electric Distribution Operator Supervisor and lead direction form Electric Distribution Operator II's.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following:
Monitors, controls and operates the City's electric distribution systems.

Operates the Electric Distribution SCADA system.

Operates the mobile radio system.

Prepares switching programs, system outage reports, daily operational logs, etc.

Receives emergency calls and dispatches appropriate personnel.

Maintains system maps and electric distribution system circuit model switch lineup current.

Maintains various logs and records on facility operations.

Operate various computer equipment.

Participates in simulated emergency response drills.

Maintains various databases including but not limited to foliage management, outage data, system loading street lights and routine maintenance. Generates associated reports as requested.

Provides assistance to Lodi Electric Utility (LEU) management staff in responding with LEU procedures, dispatches resources to accomplish them as required, routes findings to Engineering for corrective action and records the successful completion.

Assists with regulatory audits.

Assists in developing and enforcing physical security protocols.

Updates maps, records and databases with results of field audits/patrols/inspections.

The following duties may be performed by the Electric Distribution Operator I under general supervision:

Performs field audits and patrols of the electric distribution system if required.

Performs general cleaning and maintenance work in order to keep facilities in a clean and orderly condition.

Performs other duties related to the operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.

TYPICAL QUALIFICATIONS:

Knowledge of:

Understanding of basic electrical theory including:

- Working knowledge of OHM's law;
- Working knowledge of AC circuit theory including ability to apply Kirchhoff's voltage and current laws;
- AC impedance including inductance, capacitance and resistance;
- The power triangle including apparent power, reactive power, real power, power factor and power factor correction;
- Working understanding of the dynamics of an AC System during system transients;

Basic understanding of principles of electric distribution systems and equipment.

Safe work practices and procedures.

English usage, spelling, grammar and vocabulary.

Ability to:
Understand switching procedures for the City's electric system.

Think and act quickly in emergencies, and to exercise sound judgement.

Dispatch appropriate personnel under normal and emergency situations.

Read and interpret electrical single phase and 3 phase diagrams, computer generated data such as fault logs, outage data, etc.

Describe the operation of fault interrupting devices such as fuses, sectionlizers, variable fault interrupting switches and substation breakers/relays.

Maintain accurate records, maps and status board and prepare reports.

Establish and maintain cooperative working relationships with other employees and the public.

Effectively communicate via radio, telephone and in writing with other employees, agencies and the general public.

Maintain control and remain professional and courteous in emergency and other work situations under adverse conditions.

Follow oral and written directions.

Speak clearly and decisively.

Operate computer-based equipment.

EDUCATION AND EXPERIENCE:
Any combination equivalent to education and experience that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Education:
Equivalent to completion of high school; post high school course work in electrical theory and reading and interpreting single phase and 3-phase electrical schematics and diagrams.

OR

Experience:
Training through an electric utility apprentice program.

LICENSES AND CERTIFICATES:
Possession of a valid Class “C” Driver's License issued by the California Department of

Motor Vehicles.

Response Requirement:
Must be able to meet a 20-minute response requirement. This requirement must be met within 12 months of hire or before advancement to an Electrical Distribution Operator II status.

FLSA Status: NON-EXEMPT

CITY OF LODI

January 2016

ELECTRIC DISTRIBUTION OPERATOR II

DESCRIPTION:

With general direction, monitors, controls, and takes charge of the City's electric and water distribution system on an assigned shift basis; directs field switching operations; operates computer-based control systems; receives emergency calls; dispatches appropriate personnel and does related work as required.

The Electric Distribution Operator II position is the journey level position of the Electric Distribution Operator class series and individuals in this class are expected to be able to perform their duties unsupervised. Individuals in this class are expected to possess a complete working knowledge of distribution level voltages (12,000V and 60,000V) and electric control systems and devices. They are expected to quickly, accurately and effectively assess an emergency situation and take appropriate action. This class works an assigned shift year round in addition to standby duty for emergency call back during non-working hours. They are also expected to provide training and direction to Electric Distribution Operator I's when so assigned.

SUPERVISION EXERCISED AND RECEIVED:

Electric Distribution Operator II receives immediate supervision from the Electric Distribution Operator Supervisor.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following:

Monitors, controls and operates the City's electric distribution systems.

Operates the Electric Distribution SCADA system.

Routinely reviews SCADA alarm logs and alarm set points. Recommends changes/updates as appropriate.

Monitors electric distribution operating parameters such as bank and feeder current and voltage levels, system power factor, system loading, etc. Takes corrective action in accordance with approved protocols and switching orders.

Operates the mobile radio system.

Prepares and verifies switching programs, system outage reports, daily operational logs, etc.

Receives emergency calls and dispatches appropriate personnel.

Develops switching procedures for emergency service restoration.
Maintains system maps and electric distribution system circuit model switch lineup current.

Provides feedback to the Engineering Division for any electric distribution system circuit model updates that may be required.

Maintains various logs and records on facility operations.

Operates various computer equipment.

Participates in simulated emergency response drills.

Maintains various databases including but not limited to foliage management, outage data, system loading, street lights and routine maintenance. Generates associated reports as requested.

Provides assistance to Lodi Electric Utility (LEU) management staff in responding to claims against the City.

For routine patrols/inspections: determines requirements in accordance with LEU procedures, dispatches resources to accomplish patrols/inspections, routes findings to Engineering Division for corrective action and records the successful completion of corrective action.

Assists with regulatory audits.

Assists in developing and enforcing physical security protocols.

Assists IS department in developing cyber security protocols consistent with the electric utility industry.

Coordinates with other agencies for clearances as required to accommodate maintenance/repairs on primary lines supplying the distribution system.

Updates maps, records and databases with results of field audits/patrols/inspections.

Performs field audits and patrols of the electric distribution system if required.

Performs general cleaning and maintenance work in order to keep facilities in a clean and orderly condition.

Assists in training of other Electric Distribution Operators.

Serves as Stand-by Operator as assigned. In this capacity the Electric Distribution Operator II must be available to respond to an outage and/or emergency associated with the electric distribution system and be in the operations center within 20 minutes of notification of the emergency.

Performs other duties as required to ensure smooth and efficient operation of the electric distribution system operations center.

TYPICAL QUALIFICATIONS:

Knowledge of:

Basic electrical theory including:

Working knowledge of OHM's law;

Working knowledge of AC circuit theory including ability to apply Kirchhoff's voltage and current laws;
AC impedance including inductance, capacitance and resistance;
The power triangle including apparent power, reactive power, real power, power factor and power factor correction;
Working understanding of the dynamics of an AC System during system transients;

Methods, materials and equipment used in the operation, control and maintenance of electric distribution systems.

Principles of electric distribution systems and equipment.

Safe work practices and procedures including Arc Flash hazards and minimum approach distances.

Comprehensive understanding of line work techniques including use of personal protective grounds, isolation and clearance points, phasing and phase rotation, primary and secondary voltages and associated work procedures.

English usage, spelling, grammar and vocabulary.

Ability to:
Develop, carry out and take charge of switching procedures for the City's electric distribution system.

Think and act quickly in emergencies, and toexercise sound judgement.

Dispatch appropriate personnel under normal and emergency situations.

Read and interpret electric single phase and 3 phase diagrams.

Describe the operation of fault interrupting devices such as fuses, sectionalizers, variable fault interrupting switches and substation breakers/relays.

Solve AC circuit analysis problems for single phase and 3 phase circuits.

Maintain accurate records, maps and status boards and prepare associated reports.

Establish and maintain cooperative working relationships with other employees and the public.

Effectively communicate via radio, telephone and in writing with other employees, agencies and the general public.

Maintain control and remain professional and courteous in emergency and other work situations under adverse conditions.

Follow oral and written directions and procedures.

Speak clearly and decisively.

Operate computer-based equipment.

EDUCATION AND EXPERIENCE:
Any combination equivalent to education and experience that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Education:
Equivalent to completion of high school, post high school coursework in electrical theory and reading and interpreting single phase electrical schematics and diagrams, or training through an electric utility apprentice program.

Experience:
Minimum of four (4) years of qualified Electric Distribution Operator experience equivalent to that of an Electric Distribution Operator I with the City of Lodi.

Response Requirement:
Must be able to meet a 20-minute response requirement at time of appointment.

LICENSES AND CERTIFICATES:
Possession of a valid Class “C” Driver's License from the California Department of Motor Vehicles.

FLSA Status: Non-Exempt

EXHIBIT C

CITY OF LODI January 2016

ELECTRIC DISTRIBUTION OPERATOR SUPERVISOR

DEFINITION:

Under general direction, assigns and supervises the activites of the Electric Distribution staff. Performs a variety of tasks relating to the control and operation of the Electric Utility Distribution control sytem including: monitors, controls, and takes charge of the City's electrical distribution system on an assigned shift basis; directs field switching operations; operates computer-based control systems; receives emergency calls; and dispatches appropriate personnel. Provides supervisory direction and technical assistance and training to assigned staff, and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

The Electric Distribution Operator Supervisor position is a working supervisor position in the Electric Distribution Operator class. This position is expected to possess supervisory and leadership sills. This position is also expected to be a subject matter expert in the area of distribution level voltages (12,000V and 60,000V) and electric control systems and devices. The Electric Distribution Operator Supervisor is also expected to regularly serve in the capacity of an Electric Distribution Operator II and to quickly, accurately and effectively assess an emergency situation and take appropriate action. This class works an assigned rotational shift year round in addition to standby duty for emergency call back during non-working hours.

This position is expected to be the principle point of contact in the Operations division for other divisions in the utility. They are expected to provide tactical and strategic direction to their assigned subordinates and training as required. They ensure smooth and comprehensive coverage of the Operations room during regular business hours and answering service and standby coverage during non-working hours.

SUPERVISION EXERCISED AND RECEIVED:

The Electric Distribution Operator Supervisor receives immediate supervision from the Lodi Electric Utility (LEU) Engineering and Operations Manager..

EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following:

Monitors, controls and operates the City's electric distribution systems.

Operates the Electric Distribtuion SCADA system.

Routinely reviews SCADA alarm logs and alarm setpoints. Recommends changes/updates as appropriate.

Monitors electric distribution operating parameters such as bank and feeder current and voltage levels, system power factor, system loading, etc. Takes corrective action in accordance with approved protocols and switching orders.

Operates the mobile radio system and various computer equipment.

Prepares and verifies switching programs, system outage reports, daily operational logs, etc.

Receives emergency calls and dispatches appropriate personnel.

Develops switching procedures for emergency service restoration.

Maintains system maps and electric distribution system circuit model switch lineup current.

Provides feedback to the Engineering Division for any electric distribution system circuit model updates that my be required.

Maintains various logs and records on facility operations.

Participates in simulated emergency response drills.

Maintains various databases including but not limited to foliage management, outage data, system loading, street lights and routine maintenance. Generates associated reports as requested.

Provides assistance to LEU management staff in responding to claims against the City.

For routine patrols/inspections: determines requirements in accordance with LEU procedures, dispatches resources to accomplish patrols/inspections, routes findings to Engineering Division for corrective action and records the successful completion of corrective action.

Assists with regulatory audits.

Assists in developing and enforcing physical security protocols.

Assists IS department in developing cyber security protocols consistent with the electric utility industry.

Coordinates with other agencies for clearances as required to accommodate maintenance/repairs on primary lines supplying the distribution system.

Updates maps, records and databases with results of field audits/patrols/inspections.

Performs field audits and patrols of the electric distribution system if required.

Performs general cleaning and maintenance work in order to keep facilities in a clean and orderly
condition.

Assists in training of electric distribution operators and other LEU department personnel as required.

Serves as Standby Operator as assigned. In this capacity the Electice Distribtuion Operator Supervisor must be available to respond to an outage and/or other emergency associated with the Electric Distribution system and be in the operations center within 20 minutes of notification of the emergency.

Performs other duties as required to ensure smooth efficient operation of the electric distribution system operations center.

Assures compliance with LEU relevant Rules and Regulations and other associated departmental requirements.

Assists Engineering and Operations Manager in developing scripted emergency response drills to test the Utilities preparedness for a major event. Conducts post mortem analysis to identify areas of improvement, additional training, and develops corrective action plan as needed.

Generates and maintains procedures and protocols for the routine operaton of the Electric Distribution Operations Center.

Develops procedures and protocols for emergency operatons. Interface with outside agencies such as NCPA, PG&E and neighboring utilities for proper communication during emergency operation.

Develops and maintains load management protocols including load shedding in the event this is necessary.

Maintains and updates the LEU training program used for Electric Distribution Operator I and II and qualifications and proficiency requirements.

Responsible for maintaining the Operator schedule including standby coverage to ensure 24X7 response capability.

Interface with the Engineering Department regularly to ensure issues identified and reported during Patrols and Inspections are being addressed within the timelines required by GO 165 and 174.

Coordinates with the answering service for coverage of incoming calls after hours and on holiday and week-ends. Make recommendation to the Engineering and Operations manager for any required updates or modifications to the associated contract.

Responsible for document control of all controlled operations procedures and protocols. This includes but is not limited to rolling out new revisions, hosting training on updates, maintaining control of approved documents and recommending updates as necessary.

Act as the lead agent during CPUC audits concerning GO 165 and 174.

Conducts public awareness seminars pertaining to hazards associated with electrical systems.

Works with the Engineering and Operations Manager and the Senior Power Engineer in establishing Electric Distribution Operating parameters. Develops standard operating protocols and emergency switching orders in support of these parameters.

Responsible for establishing and maintaining Outage Management protocols and processes.

Prepares and administers the budget for assigned sections.

Assigns, directs, evaluates subordinate staff.

Performs other duties related to the operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.

MINIMUM QUALIFICATIONS:

Knowledge of:

Basic electrical theory including:

- Working knowledge of OHM's law;
- Working knowledge of AC circuit theory including ability to apply Kirchhoff's voltage and current laws;
- AC impedance including inductance, capacitance and resistance;
- The power triangle including apparent power, reactive power, real power, power factor and power factor correction;
- Working understanding of the dynamics of an AC System during system transients;
- Principles and practices of supervision.

Methods, materials and equipment used in the operation, control and maintenance of electric distribution systems.

Principles of electric distribution systems and equipment.

Safe work practices and procedures including Arc Flash hazards and minimum approach distances.

Comprehensive understanding of line work techniques including use of personal protective grounds, isolation and clearance points, phasing and phase rotation, primary and secondary voltages and associated work procedures.

English usage, spelling, grammar and vocabulary.

Ability to:

Plan and organize the day to day activities of the Operations section.

Supervise, train and evaluate assigned staff.

Develop, carry out and take charge of switching procedures for the City's electric distribution system.

Think and act quickly in emergencies, and to exercise sound judgement; Maintain control and remain professional and courteous in emergency and other work situations under adverse conditions.

Dispatch appropriate personnel under normal and emergency situations.

Read and interpret electrical single phase and 3 phase diagramsand computer generated data such as fault logs, outage data, etc.

Describe the operation of fault interrupting devices such as fuses, sectionlizers, variable fault interrupting switches and substation breakers/relays.
Ability to solve AC circuit analysis problems for single phase and 3 phase circuits.

Maintain accurate records, maps and status boards and prepare associated reports.

Establish and maintain cooperative working relationships with other employees and the public.

Effectively communicate via radio, telephone and in writing with other employees, agencies and the general public.

Follow oral and written directions and procedures.

Speak clearly and decisively.

Operate computer-based equipment.

EDUCATION AND EXPERIENCE:
Any combination equivalent to education and experience that would likely provide the required knowledges and abilities would be qualifying. A typical combination is:

Education:
Equivalent to completion of high school; post high school course work in electrical theory and reading and interpreting electrical schematics and diagrams, or training through an electrical utility apprentice program.

Experience:

Minimum of six (6) years of qualified Electric Distribution Operator experience.
Possession of a valid System Operator Certification from an accredited training program within three (3) years of appointment.

Response Requirement:
Must be able to meet a 20-minute response requirement at time of appointment.

LICENSES AND CERTIFICATES:
Possession of a valid Class “C” Driver's License from the California Department of Motor Vehicles.

*FLSA Status: NON-EXEMPT

AGENDA ITEM I-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Engage the Professional Services of Lamont Financial Services, Jones Hall, and JP Morgan Related to a Partial Advance Refunding of the 2007 Series A Wastewater Certificates of Participation (COPS)

MEETING DATE: January 20, 2016

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt Resolution authorizing the City Manager to engage the professional services of Lamont Financial Services, Jones Hall, and JP Morgan related to a partial advance refunding of the 2007 Series A Wastewater Certificates of Participation (COPS).

BACKGROUND INFORMATION: The City has been presented with an opportunity to refinance a portion of its 2007 Series A Wastewater COPS at attractive interest rates and savings. In the current bond market, the existing COPS appear to be an economically viable refinancing. A partial refunding is proposed at this time to capture savings. A full refunding of these bonds is not possible until October 2017 under the terms of the original issue. If the City waits until October 2017, there is a significant risk that the savings that can be captured now will evaporate due to changes in market conditions. Preliminary indications show that the City can harvest net present value savings of approximately $3.2 million.

In order to complete this refinancing, the City must assemble a financial team to handle various parts of this transaction.

Lamont Financial Services has worked as a financial advisor for the City on a number of debt issuances over the years. Staff has been pleased with the expertise and services provided by Lamont and recommends that Council approve a contract for services related to the subject refinancing. Lamont has proposed a not-to-exceed fee of $50,000 for their services. Typically, financial advisor fees are paid with the proceeds from bond issues, resulting in no out-of-pocket costs to the City.

Jones Hall has served as bond counsel for the City on a number of its last debt issuances. Jones Hall has proven to be a very responsive, responsible firm and provided services at a cost much lower than competing firms. Staff recommends that Jones Hall be awarded a contract to act as bond counsel. Jones Hall has proposed a fee of $52,500, including out-of-pocket expenses of up to $2,500, for the work associated with this transaction and will be paid from bond proceeds at closing, resulting in no out-of-pocket costs for the City.

JP Morgan brought forward an unsolicited proposal for this transaction. JP Morgan was the senior underwriter on the City's 2012 General Fund Refunding transaction and the co-underwriter on the City's 2012 Wastewater Refunding transaction. JP Morgan handled those transactions in an exemplary

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APPROVED: _____
Stephen Schwabauer, City Manager

manner and staff is recommending that they be engaged to complete this proposed refinancing. Total underwriter costs, which will be negotiated close to the closing date of the issue, are estimated to be approximately $55,140 and will be paid from bond proceeds.

FISCAL IMPACT: Preliminary estimates of net present value savings of approximately $3.2 million can be captured on the partial advance refunding. Savings from this transaction would accrue to the Wastewater fund.

FUNDING AVAILABLE: Refinancing bond proceeds.

_____
Jordan Ayers
Deputy City Manager

JA/ja

Attachments

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENGAGE THE
PROFESSIONAL SERVICES OF LAMONT FINANCIAL
SERVICES, JONES HALL, AND JP MORGAN RELATED TO
A PARTIAL ADVANCE REFUNDING OF THE 2007 SERIES A
WASTEWATER CERTIFICATES OF PARTICIPATION

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WHEREAS, the City has an opportunity to refinance an existing debt issue at attractive interest rates resulting in savings to the City and its ratepayers; and

WHEREAS, the City must assemble a financial team to handle various parts of the refinancing transactions; and

WHEREAS, Lamont Financial Services is recommended for selection as the Financial Advisor for this transaction; and

WHEREAS, Jones Hall is recommended for selection as Bond Counsel for this transaction; and

WHEREAS, JP Morgan is recommended for selection as the Underwriter for the refinancing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to engage the professional services of Lamont Financial Services, Jones Hall, and JP Morgan related to the partial advance refunding of the 2007 Series A Wastewater COPS.

Dated: January 20, 2016

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I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 20, 2016, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM J-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1919 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 9 – Public Peace, Morals and Welfare – by Repealing Chapter 9.30, 'Medical Marijuana Dispensaries,' in Its Entirety, and Enacting Chapter 9.30, 'Medical Marijuana,' to Prohibit the Delivery and Processing of Medical Marijuana within the City, as Well as the Continued Prohibition of Medical Marijuana Dispensaries"

MEETING DATE: January 20, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1919.

BACKGROUND INFORMATION: Ordinance No. 1919 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 9 – Public Peace, Morals and Welfare – by Repealing Chapter 9.30, 'Medical Marijuana Dispensaries,' in Its Entirety, and Enacting Chapter 9.30, 'Medical Marijuana,' to Prohibit the Delivery and Processing of Medical Marijuana within the City, as Well as the Continued Prohibition of Medical Marijuana Dispensaries," was introduced at the regular City Council meeting of January 6, 2016.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

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ORDINANCE NO. 1919

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LODI AMENDING LODI MUNICIPAL CODE
TITLE 9 – PUBLIC PEACE, MORALS, AND WELFARE –
BY REPEALING CHAPTER 9.30, "MEDICAL MARIJUANA
DISPENSARIES" IN ITS ENTIRETY, AND ENACTING
CHAPTER 9.30, "MEDICAL MARIJUANA"

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – is hereby amended by repealing Chapter 9.30, "Medical Marijuana Dispensaries" in its entirety, and enacting Chapter 9.30, "Medical Marijuana" to read as follows:

CHAPTER 9.30

MEDICAL MARIJUANA

SECTIONS:

9.30.010 Definitions
9.30.020 Establishment and Operation of Medical Marijuana Dispensaries Prohibited
9.30.030 Delivery of Medical Marijuana as a Prohibited Use and/or Activity
9.30.040 Processing of Medical Marijuana as a Prohibited Use and/or Activity
9.30.050 Public Nuisance
9.30.060 Civil Penalties

Section 9.30.010 Definitions.

For the purposes of this chapter, the following definitions shall apply:

A. "Medical Marijuana" is marijuana authorized in strict compliance with Health and Safety Code Section 11362.5, et seq.

B. "Medical Marijuana Dispensary" means any facility or location, whether fixed or mobile, where medical marijuana is cultivated or by any means made available to, distributed by, or distributed to two (2) or more of the following: a qualified patient, a person with an identification card, or a primary caregiver in strict accordance with Health and Safety Code Sections 11362.5, et seq., and 11362.7, et seq.

A medical marijuana dispensary shall not include the following uses, so long as such uses comply with this code, Health and Safety Code Section 11362.5 et seq., and other applicable law:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code.

2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code.

3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.

5. A hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

C. "Marijuana Delivery" or "Delivery" means the commercial delivery, transfer or transport, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilitate the commercial delivery, transfer or transport of medical marijuana, marijuana edibles, and/or any marijuana products to or from any location within the jurisdictional limits of the City of Lodi, and any and all associated business and/or operational activities.

D. "Marijuana Processing" or "Processing" means any method used to prepare medical marijuana, marijuana edibles and/or marijuana byproducts for commercial retail and/or wholesale sales, including, but not limited to: cleaning, curing, preparation, laboratory testing, manufacturing, packaging, and extraction of active ingredients to create marijuana related products and concentrates.

E. "Person with an identification card" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

F. "Primary caregiver" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

G. "Qualified patient" shall have the meaning as set forth in Health and Safety Code Section 11362.7, and as may be amended.

Section 9.30.020 Establishment and Operation of Medical Marijuana Dispensaries Prohibited.

No person shall establish, operate, or permit the establishment or operation of a medical marijuana dispensary in or upon any premises in the City of Lodi.

Section 9.30.030 Delivery of Marijuana as a Prohibited Use and/or Activity. Marijuana Delivery by any person or entity, including, but not limited to, clinics, collectives, cooperatives and dispensaries, is prohibited in the City. No permit, license, use permit or variance, whether conditional or otherwise, shall be issued for the establishment of such activity. Any Delivery that takes place in violation of any provision of this Chapter is unlawful, and is hereby declared a public nuisance. Nothing in this Chapter is intended to, nor shall it be construed to, make legal any Delivery activity that is otherwise prohibited under California law.

Section 9.30.040 Processing of Marijuana as a Prohibited Use and/or Activity. Marijuana Processing by any person or entity, including, but not limited to, clinics,

collectives, cooperatives and dispensaries, is prohibited in all zones within the City's jurisdictional limits. No permit, license, use permit or variance, whether conditional or otherwise, shall be issued for the establishment of such activity. Any Processing that takes place in violation of any provision of this Chapter is unlawful, and is hereby declared a public nuisance. Nothing in this Chapter is intended to, nor shall it be construed to, make legal any Processing activity that is otherwise prohibited under California law.

Section 9.30.050 Public Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Chapter 9.30 shall be; and hereby is declared to be a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731.

Section 9.30.060 Civil Penalties.

In addition to any other enforcement permitted by this Chapter 9.30, the City Attorney may bring a civil action for injunctive relief and civil penalties pursuant to Chapter 1.10 of this code against any person or entity that violates this Chapter 9.30. In any civil action brought pursuant to this Chapter 9.30, a court of competent jurisdiction may award reasonable attorneys fees and costs to the prevailing party.

SECTION 2. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 4. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this ___ day of _____, 2016.

_____
MARK CHANDLER
Mayor

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1919 was introduced at a regular meeting of the City Council of the City of Lodi held January 6, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1919 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

By _____
JANICE D. MAGDICH
City Attorney