

Agreement for Professional Services
Triennial Performance Audits
(Fiscal Years 2013/14 through 2015/16)

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2017 by and between the Tuolumne County Transportation Council ("TCTC"), a California joint powers authority, and LSC Transportation Consultants, Incorporated, a Colorado Corporation, ("Consultant").

1. Agreement Documents

1.01 The total agreement between the parties consists of this Agreement and the following additional documents, copies of which are attached hereto and incorporated herein by this reference:

- A. Request for Proposals, issued September 15, 2016, including Addenda, if any.
- B. Standard Insurance Requirements, attached hereto as Exhibit A.
- C. Scope of Work, attached hereto as Exhibit B.
- D. Consultant's Proposal, Rate Schedule and Project Schedule, as accepted by the TCTC, attached hereto as Exhibit C.

In the event of a conflict or ambiguity arising between such documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. Notwithstanding the above, in the event of a conflict or ambiguity between the Consultant's Proposal and any other Agreement Document, the other Agreement Document will control.

2. Recitals

- 2.01** The TCTC desires to enter into an agreement to conduct Triennial Performance Audits of the TCTC and Public Transit System (hereinafter referred to as the "Project"); and,
- 2.02** The TCTC has determined the Project involves the performance of specialized professional services; and,
- 2.03** Consultant has responded to the TCTC's Request for Proposals soliciting proposals to conduct Triennial Performance Audits of the TCTC and Public Transit System; and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in, the field of conducting performance audits for transportation planning agencies and public transit systems and is fully willing and able to perform the work described in the Scope of Work, Exhibit B, of this Agreement, and with the level of service and quality of work specified herein. The TCTC awarded this Agreement in reliance on such representations, and on Consultant's particular skills, experience and abilities as represented by Consultant in its Proposal; and,

- 2.05** The TCTC and Consultant intend to enter into an agreement for the furnishing of certain articles and services for the consideration hereinafter set forth.

The TCTC and Consultant, for the consideration hereinafter described, mutually agree as follows:

3. Scope of Work

Consultant agrees to complete the Project pursuant to the Scope of Work of this Agreement, attached hereto as Exhibit B, and the Agreement Documents. The TCTC agrees to compensate Consultant as specified herein below and accordance with the Request for Proposals, the Proposal and all such other documents referred to herein and made a part of hereof by specific reference.

4. Effective Date/Term

This Agreement shall be effective from the date of execution. The term of the Agreement shall extend from the date TCTC issues a notice to proceed and shall continue until completion of the tasks as identified within the Scope of Work (Exhibit B). Consultant shall not commence work prior to the date a written Notice to Proceed is issued by the TCTC.

5. Commencement/Completion of Work

The Consultant agrees to commence work upon execution of this Agreement and receipt of a written notice to proceed from the TCTC Executive Director and perform and complete the project in compliance with the Scope of Work, Exhibit B, and Project Schedule in Exhibit C.

6. Suspension, Delay or Interruption of Work

The TCTC may suspend, delay or interrupt the services of the Consultant for the convenience of the TCTC. In the event of force majeure or such suspension, delay or interruption, an equitable adjustment in the Project's schedule, commitment and cost of Consultant's personnel and subconsultant, and Consultant's compensation will be made.

7. Additional Services

For additional services not outlined in Section 3 above, a separate Scope of Work describing the scope, schedule, fee and work products will be negotiated by the TCTC and the Consultant and approved as written amendments to this Agreement prior to any additional work effort being commenced upon.

8. Professional Standards

Consultant warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractor are engaged.

9. Performance

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Consultant's obligations under this Agreement. Performance of services shall comply with the schedule set forth in the Agreement Documents. A time extension may be granted in the event that acts or omissions by the TCTC cause delay. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

10. Work Standard

The TCTC has relied upon the professional training and ability of the Consultant to perform the services hereunder as a material inducement to enter into this Agreement. The Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by the Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Consultant's field of expertise. The Consultant shall be responsible for ensuring any approved subconsultant adheres to this same work standard.

11. Personnel

Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall provide all staff necessary to completion of services under this Agreement. The Consultant's Project Team identified in their Proposal shall be the Project Team for the duration of the project unless TCTC agrees to accept replacement personnel. In the event that the TCTC, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement because of their incompetence, Consultant shall remove any such person(s) immediately upon receiving notice from the TCTC of the desire of the TCTC for the removal of such person(s).

12. Independent Contractor

In providing the services as set forth in the Agreement Documents, Consultant shall act as an independent contractor and not as an employee of the TCTC. In accordance with that relationship, Consultant shall assume all responsibility for its employees for Federal and State income tax withholding, FICA, SDI and any other deductions from income that Consultant is properly required to make as an independent contractor.

13. Administration of Agreement

Consultant's compliance with this Agreement shall be supervised and administered by the TCTC through the office of the Executive Director. This paragraph shall not relieve Consultant of any obligation or liability undertaken by virtue of this Agreement.

14. Written Notification

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Any such notice, demand, request, consent, approval or communication shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of depositing in the United States mail box if mailed as provided in this section.

If to TCTC:

Tuolumne County Transportation Council
Darin Grossi, Executive Director
2 South Green Street
Sonora, CA 95370
dgrossi@co.tuolumne.ca.us

If to Consultant:

LSC Transportation Consultants, Inc.
Gordon Shaw, PE, AICP, Principal
P.O. Box 5875
Tahoe City, CA 96145
530-583-4053
gordonshaw@lsctahoe.com

15. Consents and Agreements

Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of this Agreement.

16. Signature Authority

- 16.01** The Executive Director or his designee shall have authority on behalf of the TCTC to sign Agreement amendments and other documents related to this Agreement.
- 16.02** Consultant certifies that the following person(s) has (have) authority to sign Agreement amendments and other documents related to this Agreement on behalf of Consultant. Written certification of the signatory authority of the following persons shall be provided by the Consultant to the TCTC prior to execution of this Agreement.

Gordon Shaw, PE, AICP
Name

Principal
Title

17. Insurance Requirements

Consultant and any subcontractor shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTC evidencing that Consultant and subcontractor maintains insurance that meets the requirements included in Exhibit A, "Standard Insurance Requirements," of this Agreement.

18. Workers Compensation

- 18.01** Consultant shall comply with the provisions of the Workers' Compensation and Insurance Law of the State of California.
- 18.02** The TCTC shall not be responsible for providing Workers' Compensation insurance or any other protective insurance coverage for the Consultant that is based upon the relationship of employer and employee.

19. Compensation

- 19.01** Consultant will be reimbursed for actual costs incurred by Consultant in the performance of work directly related to this Agreement pursuant to the Scope of Work (Exhibit B) and Rate Schedule (Exhibit C). Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for through an amendment to this Agreement. In the event that the TCTC determines that a change to the work from that specified in this Agreement is required, the Agreement term or allowable reimbursable costs shall be adjusted through an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Article 19.02 shall not be exceeded unless authorized through an amendment to this Agreement.
- 19.02** Progress payments will be made monthly in arrears based upon the work completed by task at the close of the billing period and allowable incurred costs. The total cost upon project completion is not to exceed \$29,880. Consultant will include with each progress payment request a monthly written progress report for work completed, as described in Article 20, Reporting Requirements, of this Agreement. Progress payment requests shall be based on the amount of work completed per task in accordance with Exhibit B, Scope of Work, and shall be billed in accordance with the Rate Schedule included in Exhibit C. Progress payment requests and monthly progress reports shall be reviewed and approved by the TCTC Executive Director prior to processing payments. Progress payments will be limited to ninety percent (90%) of the budget for the tasks completed. The ten percent (10%) retention will be released upon completion, presentation and approval of the final Project.
- 19.03** Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the TCTC Executive Director of itemized invoices. Payment of invoices can usually be expected within 30 calendar days of receipt and approval. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. The final invoice should include a summary of the total expenditures, final amount due, and final report on the work completed pursuant to this Agreement. Payment of the final invoice will be processed once the Project has been formally approved by the TCTC.
- 19.04** No payment will be made prior to approval of any work, nor for any work performed prior to execution of this Agreement and a Notice to Proceed issued by the TCTC.

- 19.05** If Consultant fails to submit the required deliverables according to the approved schedule and Scope of Work, TCTC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 38, Termination.

20. Reporting Requirements

The Consultant will submit to the TCTC written progress reports at least once a month. The report should be sufficiently detailed for the Executive Director to clearly determine the status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of the Project in a timely manner. The report should also sufficiently address any potential or existing difficulties or special problems encountered so that remedies can be developed as soon as possible. Consultant shall meet with the Executive Director, as needed, to discuss progress on the Project.

21. Maintenance of Records/Audit Rights

Consultant shall maintain books, records, documents and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. Consultant shall also maintain for a period of at least three (3) years from the expiration date of this Agreement the financial information and data used by Consultant to determine charges and costs related to work performed under this Agreement. The TCTC, and any Federal or State authorized representatives, shall have the right to inspect and audit Consultant's accounting books, records and documents during normal business hours. Such records shall be turned over to the TCTC upon request.

22. Work Product Property of the TCTC

All plans, specifications, reports, computer files and other work products prepared by Consultant pursuant to this Agreement shall become the property of the TCTC. The TCTC's use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTC's sole risk.

23. Release of Documents and Information

Services provided within the scope of this Agreement are for the exclusive use of the TCTC. The TCTC and Consultant agree that all data, plans, specifications, reports, computer files and other work products will not be released to third parties by Consultant without the prior written consent of the TCTC.

24. Covenant Against Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working for the Consultant, as provided for in the Consultant's Proposal (as accepted by TCTC), to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee, a fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon, resulting from the award or making

this Agreement. For breach or violation of this warranty, the TCTC shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. Covenant Against Gratuities

Consultant covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer or employee of the TCTC with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For breach or violation of this covenant, the TCTC shall have the right to cancel this Agreement without any liability to Consultant.

26. Restrictions on Lobbying

Consultant shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state or local agency in connection with awarding this Agreement or any other federal award from which funding for this Project is originally derived, consistent with 31 U.S.C. section 1352.

27. Transfer of Agreement

This Agreement is made in reliance by TCTC upon the qualifications and responsibility of Consultant. The performance by Consultant of this Agreement may not be assigned, sublet, transferred or in any way subcontracted, except upon the prior written approval of the TCTC.

28. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under subcontract, including procurement of material or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement relative to civil rights requirements. Consultant shall provide the TCTC documentation of such notifications.

Consultant agrees to refrain from awarding any third party subcontract without prior written approval by TCTC. Payment for such services shall be the responsibility of the Consultant.

29. Third Party Obligations

Consultant shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Consultant shall pay directly such parties for all amounts due under said arrangement. Consultant shall indemnify, defend and hold the TCTC harmless from any and all claims and liabilities arising from any third party contracts. Consultant shall exert its best efforts to prevent any loss to the TCTC from the failure of proper performance of any third party.

30. Conflicts of Interest

Consultant shall not enter into any agreement, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer or employee of Consultant or the TCTC, during the Project term and for one year thereafter, has any direct or indirect interest. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of the Project term any such interest, and if such interest is immediately disclosed to Consultant and such disclosure is entered upon the minutes of Consultant's written report to the TCTC of such interest, Consultant, with the prior written approval of the TCTC, may waive the prohibition contained in this subsection; provided that any such present member, officer or employee shall not participate in any action by Consultant or the TCTC relating to such agreement, subcontract or arrangement.

31. Debarment and Suspension Certification

- 31.01** Consultant certifies under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TCTC.
- 31.02** Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- 31.03** Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration (FHWA).

32. Civil Rights Requirements

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (collectively, "Consultant") agree as follows:

- A. Compliance with Regulations:** The Consultant shall comply with regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

- B. Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement term shall not discriminate on the grounds of race, color, sex, national origin, religion, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation by the Consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor, sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color or national origin. Consultant shall provide the TCTC documentation of such notifications.
- D. Information and Reports:** The Consultant shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined the TCTC, State or Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the TCTC, State or FHWA, as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the TCTC and/or State shall impose such Agreement sanctions as they or the FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments due to Consultant under this Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - 2) Cancellation, termination or suspension of this Agreement, in whole or in part.
- F. Incorporation of Provisions:** Consultant shall include the provisions of these paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the TCTC, State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request the TCTC and/or State enter into such litigation to protect the interest of the TCTC and/or State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

33. Health, Safety, Fire and Environmental Protection

The Consultant and any subcontractor or agent shall comply with Federal, State and local requirements pertaining to safety, health, fire and environmental protection.

The Consultant shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Consultant shall further comply with all other applicable safety laws, ordinances and regulations.

In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

34. Federal, State and Local Laws

Consultant warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Agreement.

35. Governing Law

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

36. Indemnification

To the extent permitted by law, Consultant does hereby assume liability for, and agrees to indemnify, defend, save, protect and hold harmless the TCTC, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCTC") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Consultant, its officers, employees, agents, subcontractors, consultants, or any person under its direction or control and will make good to and reimburse TCTC for any expenditures, including reasonable attorney's fees, the TCTC may make by reason of such matters and, if requested by TCTC, will defend any such suits at the sole cost and expense of Consultant. Consultant's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the TCTC or any other person; provided, however, that Consultant shall not be required to indemnify TCTC for the proportion of Liability a court determines is attributable to the active negligence or willful misconduct of the TCTC.

If such indemnification becomes necessary, the legal counsel for the TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTC. This indemnification clause shall survive the termination or expiration of this Agreement.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

37. Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the provisions of this Agreement, the TCTC shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments due to the Consultant under this Agreement until the Consultant complies to the TCTC's satisfaction, and/or
- B. Cancellation, termination or suspension of this Agreement, in whole or in part.

38. Termination of Agreement

38.01 Acts Constituting Termination: This Agreement shall commence on the date of execution and shall continue until the earlier of expiration or:

- A. Completion of the Project pursuant to Scope of Work, Exhibit B, as approved by TCTC;
- B. Voluntary or involuntary transfer or assignment by either party hereto without the prior written consent of the other party of any of the rights, titles or obligations set forth in this Agreement;
- C. Mutual agreement of the parties hereto to terminate this Agreement;
- D. Any default or breach, as specified in Section 39 of this Agreement, by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;
- E. Termination as provided in this Article.

38.02 TCTC may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Consultant.

38.03 Consultant shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule in Exhibit C, and subject to the proportion of work completed and approved by the Executive Director.

Upon termination of this Agreement, all affairs undertaken or conducted pursuant to this Agreement shall be wound up and debts paid.

39. Breach

If Consultant materially breaches the terms of this Agreement, the TCTC shall have the following remedies:

- A. Immediately terminate the Agreement with Consultant;
- B. Complete the unfinished work under this Agreement with a different consultant;
- C. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due Consultant, had Consultant completed the work; and/or
- D. Allow the Consultant five (5) business days to diligently complete the correction.

40. Waiver

A waiver by the TCTC of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTC to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

41. Disputes

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees, in any legal action to enforce the terms of this Agreement.

42. Amendments

This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modifications, signed by the parties hereto.

43. Survivorship

Any responsibility of Consultant for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

44. Severability

If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

45. Successors and Assigns

This Agreement is binding upon the TCTC and the Consultant and their successors. Except as otherwise provided herein, neither the TCTC nor the Consultant shall assign, sublet or transfer its respective interest in this Agreement or any part thereof without the prior written consent of the other.

46. Succession

This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.

47. Third Party Beneficiary

Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.

48. Ambiguities

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.

49. Integration

The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

50. Relationship Between the Parties

Nothing in these Agreement Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between the TCTC and Consultant.

51. Modification

No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

52. Headings and Subtitles

Headings and subtitles to the sections of this Agreement have been used for convenience only and do not constitute matter to be considered as interpreting this Agreement.

53. Sole and Only Agreement

This instrument contains the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, policies, negotiations and/or representations are expressly set forth in this Agreement.

54. Acceptance of Agreement

The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

In witness hereof, the parties have caused their authorized representatives to execute this Agreement as of the date first written above.

For the Consultant:

LSC Transportation Consultants, Inc.
Legal Name of Firm

2690 Lake Forest Road, Suite C
Street Address

Tahoe City, CA 96145
City, State, Zip Code


Signature

Gordon Shaw
Name (typed)

Principal
Title


For the TCTC:

Tuolumne County Transportation Council

Chair of the TCTC

Date: _____

Approval Recommended:


Executive Director

Approved as to Legal Form:
TCTC Legal Counsel

By: 

Date: 12-27-16

Exhibit A

Standard Insurance Requirements

Consultant at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII:

- A. Workers' Compensation Coverage - Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- B. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
- C. Automobile Liability Coverage - Automobile liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage, and including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Coverage - Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of two million dollars (\$2,000,000).
- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
 - 1) The TCTC, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("TCTC additional insureds").
 - 2) This policy shall be considered, and include a provision it is, primary as respects the TCTC additional insureds, and shall not include any special limitations to coverage provided to the TCTC additional insureds. Any insurance maintained by the TCTC, including any self-insured retention the TCTC may have, shall be considered excess insurance only and shall not contribute with it.

Exhibit A
Standard Insurance Requirements (continued)

- 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) The insurer waives all rights of subrogation against the TCTC additional insureds.
 - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTC additional insureds.
 - 6) The insurance policy and endorsements shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' written notice has been given to the Executive Director by registered mail, return receipt requested, at 2 South Green Street, Sonora, CA, 95370.
- F. Self-Insured Retentions: Any self-insured retentions must be declared to and approved by the Executive Director. At the TCTC's option, Consultant shall demonstrate financial capability for payment of such self-insured retentions.
- G. Evidence of Insurance: Consultant shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Executive Director. Required evidence of insurance shall be filed with the Executive Director on or before commencement of performance of this Agreement. Current evidence of insurance shall be kept on file with the Executive Director at all times during the term of this Agreement.
- H. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Executive Director, a new policy or endorsement shall be promptly obtained and evidence submitted to the Executive Director for approval.
- I. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

Exhibit B
Scope of Work

Performance Audits of the Tuolumne County Transportation Council (TCTC) and Tuolumne County Public Transit System (Tuolumne County Transit) will be conducted in accordance with relevant sections of the Transportation Development Act, the "Performance Audit Guidebook for Transit Operators and Regional Transportation Entities" issued by the California Department of Transportation and the following Scope of Work.

Task 1: Hold Introductory/Progress Meetings

The smooth progress and development of the Performance Audits and their value to the Tuolumne County Transportation Council depends upon planning and agreement regarding the performance audit process. The purpose of this task is for the TCTC and the Consultant to agree upon the audit plan scope, schedule and other details of the audits. The Consultant will also request basic documents at the entrance conference to ensure that the Consultant is thoroughly familiar with recent TCTC and Public Transit events. Specific subtasks include:

- 1.1. Finalize the work plan for the performance audits.
- 1.2. Conduct an entrance conference with the TCTC management to:
 - Introduce the audit team.
 - Refine the scope, approach and methodologies to be used in the audit.
 - Agree on responsibilities of the Consultant and the TCTC.
 - Establish coordinating procedures between the Consultant and the TCTC.
- 1.3. Hold monthly progress meetings with TCTC staff.

Task 2: Performance Audit of the Tuolumne County Transportation Council

The purpose of this audit is to provide the TCTC an independent, objective and comprehensive review of the economy, efficiency and effectiveness of their functions as the Regional Transportation Planning Agency for Tuolumne County. The following items should be addressed in the performance audit of the TCTC.

2.1. Determine Compliance with Legal and Regulatory Requirements

The Consultant will be required to review and determine the TCTC's compliance with the Transportation Development Act (TDA) and related sections of the California Administrative Code. The specific Code Sections for which compliance is to be verified are those specified within the "Performance Audit Guidebook for Transit Operators and Transportation Planning Entities." Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

2.2. Follow-Up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the TCTC, and assess the TCTC's implementation of audit recommendations. The auditor will need to make determinations as to whether recommendations which have not been implemented are (a) no longer applicable, (b)

infeasible or (c) should still be implemented. If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations which have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits provided, or likely to be provided, by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

2.3. Review TCTC Functions

The Consultant will review each TCTC TDA-related function, consistent with the "Performance Audit Guidebook for Transit Operators and Transportation Planning Entities." The functional review is expected to include interviews with the TCTC's management, staff and governing board. Supplemental interviews with other regional agencies and State or Federal agencies may be appropriate to gather more detailed information.

The audit should, at a minimum, address the following functional areas;

- Administration and management;
- Transportation planning and regional coordination;
- Claimant relationships and oversight;
- Marketing and transportation alternatives;
- Grant applications and management;
- Analysis and evaluation in regard to the TCTC's established goals, policies, committees and organizational procedures;
- Evaluation of TCTC Strategic Plan - review recommendations and provide additional recommendations, as needed, for organizational growth;
- Analysis and evaluation of staff functions, staffing levels and TCTC staff needs;
- Discussion of future roles of the TCTC.

- 2.4.** A summary of the major issues and concerns identified in the audit report and specific strategies and/or recommended solutions to address these issues and concerns should be addressed in the audit.

Task 3: Performance Audit of the Public Transit System

The purpose of this audit is to provide the TCTC an independent, objective and comprehensive review of the economy, efficiency and effectiveness of the operations of Tuolumne County Transit, the Regional Public Transit System. The following items should be addressed in this performance audit of the Tuolumne County Transit System.

3.1. Determine Compliance with Statutory and Regulatory Requirements

The Consultant will be required to review and determine the system's compliance with the TDA, Americans with Disabilities Act (ADA) and related sections of the California Code of Regulations. As a minimum, the Code Sections for which compliance is to be verified are those specified within the "Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities," published by the California Department of Transportation. Should the Consultant identify

instances of non-compliance, a finding regarding the non-compliance should be made in the audit report. Recommendations to bring system into compliance should be included.

3.2. Follow-Up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the Transit System, and assess the implementation of audit recommendations. The auditor will need to make determinations as to whether recommendations which have not been implemented are (a) no longer applicable, (b) infeasible, or (c) should still be implemented. If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations which have been, or are being, implemented. For these recommendations, the Consultant should assess the benefits provided, or likely to be provided, by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

3.3. Review major functions of Transit Operator

The Consultant will review each operator function, consistent with the "Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities." The functional review is expected to include interviews with the operator's management, staff and governing board, as well as with selected TCTC staff. The following methods may be used to perform the required functional review:

- Interview operator and TCTC concerning operator functions;
- Review documents, such as monthly management reports and the Transit Development Plan;
- Review and analyze TDA required performance indicators;
- Follow up on prior performance audits; and
- Review operator compliance with Transit Services Agreement.

Concerns of inefficient or ineffective performance should lead to further investigation, which may include the verification and calculation of additional performance indicators. The detailed investigation of functional concerns, problems and potential improvements should make up the basis of most findings in the audit report.

The audit should, at a minimum, address the following functional areas;

- General management and organization;
- Administration;
- Systems/methods of monitoring system performance, including efficiency and accuracy;
- Systems/methods of developing, calculating and reporting data, including efficiency and accuracy;
- Service planning;
- Dispatch and operations;
- Scheduling;
- Maintenance; and
- Personnel management and training.

- 3.4. A summary of the major issues and concerns identified in the audit report and specific strategies and/or recommended solutions to address these issues and concerns should be addressed in the audit.

Task 4: Prepare Draft and Final Audit Reports

The Consultant will engage the TCTC in the review and finalization of the Audit Reports. The specific subtasks include:

- 4.1. Confer with TCTC staff and present progress report(s).
- 4.2. Prepare Administrative Draft Performance Audit Reports of the TCTC and of the Public Transit System that address the items included above in Tasks 2 and 3, at a minimum, and any additional items agreed upon at the Introductory/Progress meetings (Task 1).
- 4.3. Confer with TCTC staff to present the results of the performance audits and provide additional explanation and clarification.
- 4.4. Submit five (5) copies of each Administrative Draft Audit to the Executive Director for review and comment no later than the date identified in the Project Schedule.
- 4.5. Prepare Draft Final Performance Audits that address comments received from TCTC staff.
- 4.6. Submit Draft Final Audits to the Executive Director of the TCTC no later than the date identified in the Project Schedule.
- 4.7. Present Draft Final Audits to the TCTC on the date identified in the Project Schedule.
- 4.8. Prepare Final Audit Reports that address comments received from the TCTC.
- 4.9. Submit twenty (20) copies of each Final Performance Audit to the Executive Director of the TCTC along with one (1) unbound original and one (1) electronic copy of each Audit that is of reproduction quality, in Microsoft WORD format, no later than the date identified in the Project Schedule.
- 4.10. Present Final Performance Audits to the TCTC on the date identified in the Project Schedule.

Exhibit C



LSC TRANSPORTATION CONSULTANTS, INC.

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P. O. Box 5875
Tahoe City, CA 96145
(530) 583-4053
FAX (530) 583-5966
Email: lsc@lsctahoe.com
Website: www.lsctrans.com

RECEIVED
OCT 25 2016
BY: _____

October 21, 2016

Diane Bynum, Senior Administrative Analyst
Tuolumne County Transportation Council
2 South Green Street
Sonora, CA 95370

RE: Triennial Performance Audits

Dear Ms. Bynum:

With this letter and attached proposal, LSC Transportation Consultants, Inc. of Tahoe City, California is proud to present our qualifications to prepare Transportation Development Act Performance Audits for the Tuolumne County Transportation Council and Tuolumne County Transit Agency. The Audit period for this study is from July 1, 2013 through June 30, 2016. For this work, LSC Transportation Consultants, Inc., with experience and expertise in all areas of transit planning and operations, has put together a highly qualified Audit Team that can conduct the audit effort efficiently, on time, and with careful consideration of local requirements.

LSC Transportation Consultants, Inc. is an established, California- and Colorado-based transportation planning firm that has been in business for 30 years. Our firm has extensive experience in transit and transportation planning in rural settings and medium-sized cities throughout the western and midwestern United States.

Moreover, the firm has extensive experience in the preparation of Triennial Performance Audits for a variety of transit operators and regional transportation planning agencies in Northern California (addressing similar issues as TCTC and TCTA) including:

- | | |
|--------------------|---------------------|
| - Amador County | - Placer County |
| - Alpine County | - Santa Cruz County |
| - El Dorado County | - Tahoe Basin |
| - Calaveras County | - Modoc County |
| - Del Norte County | - Nevada County |

We believe that our experience conducting transit planning studies and performance audits in small urban and rural settings will assure a successful planning process that addresses the unique challenges of providing effective services in the TCTC sphere of influence. Many of our previous studies have focused on issues currently facing TCTC and TCTA: how best to serve the important mobility needs of rural communities, to evaluate strategies to bridge geographic barriers, and to achieve the greatest efficiency using limited financial resources.

In addition to the extensive relevant experience of the team members, we believe the following attributes make our Team the optimal choice to conduct this important study:

- Our extensive California experience has provided us with a strong understanding of Transportation Development Act issues, such as “reasonable to meet” determinations.
- We have proven through our previous studies that we have the quantitative financial skills necessary to efficiently and accurately conduct the “number crunching” elements of performance audits.
- Our broad experience in all facets of transit planning – focusing on smaller transit organizations – provides us with the background required to address the wide range of institutional, personnel, and administrative functions associated with the performance audit process.
- We have a high level of knowledge with regard to transit issues and challenges in Sierra foothill counties.

Our study approach features a close working relationship with local staff and decision-makers, a “hands-on” approach to conducting the work effort, and a thorough data collection and analysis effort to provide an objective view of transit performance.

We are eager to again work with TCTC, and look forward to your response to this proposal. We would be happy to provide additional information regarding our past work and qualifications, or to make a formal presentation to your selection committee, at your discretion. Thank you for the opportunity to present our proposal. This proposal is a firm offer for at least a ninety (90) day period.

Respectfully Submitted,

LSC Transportation Consultants, Inc.

by 

Gordon Shaw, PE, AICP, Principal
PO Box 5875
Tahoe City, CA 96145
530-583-4053
gordonshaw@lsctahoe.com

Attachment – Single Signer Resolution

LSC TRANSPORTATION CONSULTANTS, INC.


RESOLUTION

September 26, 2005

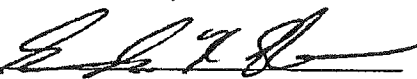
The undersigned, being all of the directors of LSC Transportation Consultants, Inc. hereby consent to and adopt the following resolution as a resolution of the Board of Directors of the Corporation:

Resolved that the following individuals who are Officers of the Corporation, while employees of the firm, have full legal authority to bind the Corporation in all legal contracts:

Alex J. Ariniello, President
Gordon R. Shaw, Vice President
Albert T. Stoddard, Secretary/Treasurer

by 
Alex Ariniello, President

9/26/05
Date

by 
Gordon R. Shaw, Vice President

9/26/05
Date

by 
Albert T Stoddard, Secretary/Treasurer

9/28/05
Date

by 
Jeffrey Hodsdon, Principal

9/28/05
Date



LSC TRANSPORTATION CONSULTANTS, INC.

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Website: www.lsctrans.com

Cost Proposal

for the

**TUOLUMNE COUNTY TRANSPORTATION COUNCIL
and
REGIONAL PUBLIC TRANSIT SYSTEM
TRIENNIAL PERFORMANCE AUDITS**


Prepared by

**LSC Transportation Consultants, Inc.
Gordon Shaw, Principal**

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Post Office Box 5875
Tahoe City, California 96145
530 • 583-4053
www.lsctrans.com

Labor requirements and detailed cost estimates have been developed for the study Work Plan. We have estimated the cost of the original scope of work for the Tuolumne County Transportation Council and Tuolumne County Transit Agency to be \$29,880, as shown in the enclosed table. Of this total, \$29,180 is needed for professional fees, while the remaining \$700 is necessary to cover travel, copying, delivery, and phone charges. We believe this level of funding is realistic based upon the scope of services and the level of effort called for in the Work Plan. Our experience in conducting performance audits for other small and urban and rural settings and our understanding of the study area will assure a successful outcome for the TCTC and TCTA audits.

Should additional costs beyond the proposed work scope arise, a rate schedule for extra work is also enclosed. This cost proposal is a firm offer for 90 days subsequent to the deadline for submission.

Cost Estimate		Personnel and Hourly Rates					
TCTC and TCTA Triennial Performance Audits FY 2013-14 - FY 2015-16		Principal In Charge (Shaw)	Project Manager (Evans)	Planner (Haapala)	Support Staff		
	Hourly Cost	\$64.94	\$36.08	\$32.47	\$21.65		
	Administrative Overhead	98.7	54.83	49.35	32.9		
	Profit	\$16.36	\$9.09	\$8.18	\$5.45		
	Total Rate	\$180.00	\$100.00	\$90.00	\$60.00	Hours	Costs
Task 1 Hold Introductory/Progress Meetings							
Task 1.1	Finalize Work Plan	1	2	0	0	3	\$380
Task 1.2	Conduct Kick-off Meeting	8	8	0	0	16	\$2,240
Task 1.3	Monthly Progress Meetings	4	5	0	0	9	\$1,220
	Subtotal Task 1	13	15	0	0	28	\$3,840
Task 2 TCTC Performance Audit							
Task 2.1	Initial Review and Compliance Assessment	1	6	4	0	11	\$1,140
Task 2.2	Follow up on Prior Performance Audit Recommendations	1	8	4	0	13	\$1,340
Task 2.3	Detailed Review of RTPA Functions	5	20	8	0	33	\$3,620
Task 2.4	Findings and Recommendations	2	8	0	0	10	\$1,160
	Subtotal Task 2	9	42	16	0	67	\$7,260
Task 3 TCTA Performance Audit							
Task 3.1	Initial Review and Compliance Assessment	1	6	4	0	11	\$1,140
Task 3.2	Follow up on Prior Performance Audit Recommendations	1	8	4	0	13	\$1,340
Task 3.3	Performance Indicators and Detailed Review	5	20	8	0	33	\$3,620
Task 3.4	Findings and Recommendations	2	8	0	0	10	\$1,160
	Subtotal Task 3	9	42	16	0	67	\$7,260
Task 4 Prepare Draft and Final Audit Reports							
Task 4.1	Progress Report	1	2	0	0	3	\$380
Task 4.2	Prepare Administrative Draft Audits	6	12	0	0	18	\$2,280
Task 4.3	Confer with TCTC Staff	2	2	0	0	4	\$560
Task 4.4	Submit Administrative Draft Audits	0	2	0	8	10	\$680
Task 4.5	Prepare Draft Final Audits	2	8	0	0	10	\$1,160
Task 4.6	Submit Draft Final Audits	0	1	0	8	9	\$580
Task 4.7	Present Draft Final Audits	8	12	0	0	20	\$2,640
Task 4.8	Prepare Final Audits	2	6	0	0	8	\$960
Task 4.9	Submit Final Audits	0	1	0	8	9	\$580
Task 4.10	Present Final Audits	0	10	0	0	10	\$1,000
	Subtotal Task 4	21	56	0	24	101	\$10,820
TOTAL HOURS		52	155	32	24	263	
TOTAL PERSONNEL COSTS		\$9,360	\$15,500	\$2,880	\$1,440		\$29,180
		Additional Expenses				Total	
		Travel				\$550	
		Printing/Copy Costs				\$100	
		Phone/Postage/Delivery Costs				\$50	
		Subtotal: Other Expenses				\$700	
		Total Cost				\$29,880	



LSC Transportation Consultants, Inc.

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TAHOE STANDARD BILLING RATES

LABOR	RATE
Principals	\$190/hour
Associates	\$150/hour
Senior Engineers	\$120/hour
Senior Planners	\$110/hour
Engineers	\$100/hour
Planners	\$95/hour
Senior CAD Operators	\$75/hour
Graphic Technicians	\$65/hour
Administrative Assistants	\$60/hour
Traffic Count Technicians	\$40/hour

SPECIALIZED EQUIPMENT

Computer and Specialized Software	\$15/hour
Turning-Movement Traffic Keyboard	\$3/hour
Automatic Traffic Counter	\$25/day
Auto	\$0.56/mile
Photocopies	\$0.10/copy
Color Copies	\$0.15/copy
Plots	\$5.00/D-size plot

OUTSIDE CONSULTANTS, SUB-CONTRACTORS AND CONTRACT LABOR

Billed at our cost + 10 percent.

OTHER DIRECT PROJECT EXPENSES such as Airfare, Lodging, Meals, Car Rental, Telephone, Postage, Parking Fees, Printing, Graphics, Delivery Charges, etc., are billed at our cost.

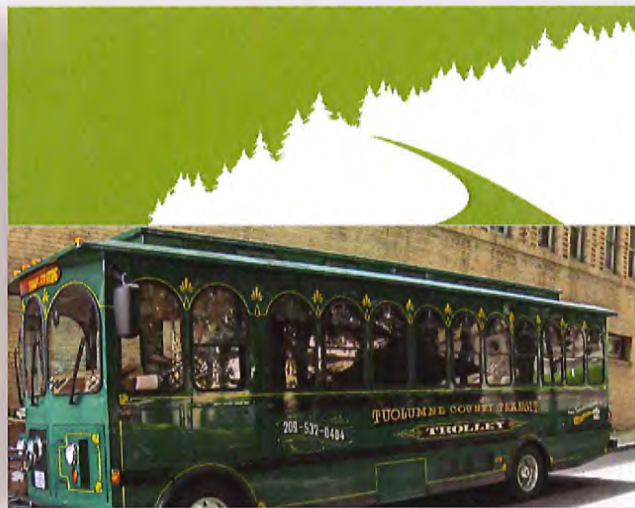
Effective January 1, 2016 Rate schedule

RECEIVED
OCT 25 2016

BY:.....

**Triennial Performance Audits of the Tuolumne County
Transportation Council and Regional Public Transit System**

Fiscal Years 2013-14 to 2015-16



Prepared for the
Tuolumne County Transportation Council

Prepared by



LSC Transportation Consultants, Inc.

PROPOSAL
To Conduct The
TRIENNIAL PERFORMANCE AUDITS
OF THE TCTC AND REGIONAL
PUBLIC TRANSIT SYSTEM

Prepared for the
Tuolumne County Transportation Council
2 South Green Street
48 West Yaney Avenue
Sonora, CA 95370

Prepared by
LSC Transportation Consultants, Inc.
PO Box 5875
2690 Lake Forest Road, Suite C
Tahoe City, California, 96145
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October 21, 2016

TABLE OF CONTENTS

Section A: Introduction	1
Section B: Audit Plan and Technical Approach	3
Project Focus and Objectives	3
Role of the Auditor	3
Technical Approach and Scope of Work	4
Schedule	9
Section C: Project Management	10
Section D: Consultation Staff....	11
Study Team.....	11
Organization Chart	12
<i>Resumes:</i>	
Gordon R. Shaw, Principal.....	13
Genevieve Evans, Project Manager	13
Samara Haapala, Planner	22
Section E: Consultant Qualifications and References....	18
Placer County Triennial Performance Audits	19
Tahoe Regional Planning Agency TDA Triennial Performance Audits.....	20
El Dorado County Triennial Performance Audits Study	21
Alpine County Triennial Performance Audits.....	22
Amador County TDA Triennial Performance Audits	23

LIST OF TABLES

TABLE	PAGE
1 Proposed Schedule.....	9

LIST OF FIGURES

FIGURE	PAGE
1 Organizational Chart	12

Section A Introduction

As the transportation planning agency for Tuolumne County, the Tuolumne County Transportation Council (TCTC) is charged with the duty of allocating Transportation Development Act (TDA) funds to the regional public transit system, Tuolumne County Transit Agency (TCTA). While the TDA is best known as a funding program for transit services in California, it is also intended to encourage ongoing review and improvement in the state's local and regional transit programs. The TDA statutes require that Regional Transportation Planning Agencies (RTPAs) designate entities other than itself to conduct a performance audit of its activities and the activities of each operator to whom it allocates funds. The *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning* designates that a performance audit is to be conducted within 12 months after the end of a triennium.

Tuolumne County Transit Agency serves the communities of Tuolumne County, including Sonora, Twain Harte, and Jamestown, with fixed route and demand response service using a transit contractor. TCTA also operates a seasonal Dodge Ridge Ski Bus along State Route 108. The smaller community of Groveland is served by the Tuolumne Trip Program, a volunteer driver program formed through a partnership with Tuolumne County and local non-profit organizations. As the provision of types of public transit services can vary within the county, performance audits must recognize the differing needs throughout the county so as to maximize transit service and RTPA efficiency. One common issue among rural transit operators is the challenge associated with the provision of public transit to outlying communities that is both cost effective and meets the needs of residents.

Rather than focusing solely upon financial issues, the performance audit is intended to consider issues of management, planning, personnel, marketing, training, operations, and dispatching. The audit process yields a number of benefits:

- Provides management with useful information to assess past activities and provides insight for future planning efforts;
- Provides management with a review and evaluation of an agency's organization and operations;
- Presents an opportunity to utilize auditor expertise, which can supplement staff work;
- Assures accountability for the use of public funds;
- Provides the public with detailed information regarding transit services and TCTC operations;
- Provides important "feedback" regarding an organization's current practices from an objective third-party perspective; and,
- Provides an opportunity for management and funding providers to "step back" from the day-to-day planning and operation of services, to consider the broader strengths and weaknesses of an organization.

This proposal, by LSC Transportation Consultants, Inc. of Tahoe City, California, presents our work approach and qualifications for the Triennial Performance Audits for the TCTC and TCTA for fiscal years ending June 30, 2014 through June 30, 2016.

Section B

Audit Plan and Technical Approach

PROJECT FOCUS AND OBJECTIVES

The objectives of the upcoming study are as follows:

- Fully meet the requirements of the Transportation Development Act and the California Public Utilities Code;
- Develop concise, accurate, and readily understandable summaries of the financial and managerial conditions of the TCTC and ;
- Provide local decision-makers with valuable information regarding the condition of the transit operations and transportation planning organizations;
- Allow TCTC and TCTA staff to gain an understanding of their organization's strengths and weaknesses from an objective perspective; and,
- Consider different management approaches to funding sources and consultant oversight that will help TCTC operate more effectively in financially constrained times.

At a greater level, the key objective of the study is to help in the continual development of the effectiveness and professionalism of the TCTC and TCTA operations and transportation planning staffs, in a way that best serves the residents of Tuolumne County.

ROLE OF THE AUDITOR

For the audit process to be fully successful, the Auditor must:

- Understand and apply the requirements of the TDA to "real world" conditions;
- Provide an objective, third-party perspective on local transportation conditions and issues;
- Be able to apply past and current experience in the field of transit operations and transportation planning and programming; and,
- Gather information and perspectives from a wide range of sources, and be able to discern the actualities that lie within a variety of perceptions.

To provide a useful audit process, the Auditor must have a good understanding of the "realities" of transit service operations and management that are specific to smaller organizations. Furthermore, the same standards developed for organizations with larger levels of staff and financial resources must be applied to smaller organizations. These standards recognize the challenges of meeting the myriad of requirements placed on transit providers and planning organizations with limited resources.

Our Study Team will approach the role of Auditor in a different manner from our role in transit planning studies. For planning studies, we strive to serve as a part of the organization's staff. It will be necessary to assume a more formal role as Auditor. While aware of the local factors that must be considered, where necessary the Auditor must also provide an objective assessment that identifies problems and shortcomings.

As Auditor, LSC will be responsible for:

- Identification of data elements required as part of the study
- Conducting meetings and interviews
- Preparation of the Audit reports

TCTC and TCTA staff will responsible for:

- Provision of data elements
- Coordination of meetings and interviews
- Review of Draft Audit documents

TECHNICAL APPROACH AND SCOPE OF WORK

LSC proposes the following specific approach to the performance audits based on our interpretation of the TCTC Request for Proposal and our successful experience in other areas. The overall approach will follow the steps identified in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* and include an initial review of each organization and an on-site collection of information, a review of organizational issues, development of each detailed audit, preparation and presentation of draft study findings for review and comment, and conclusions for the final reports. Two audit reports will be prepared: Tuolumne County Transportation Council and Regional Public Transit Operator (Tuolumne County Transit Agency). The following presents a detailed outline of our proposed Work Plan.

TASK 1: HOLD INTRODUCTORY/PROGRESS MEETINGS

Task 1.1: Finalize Work Plan

Upon contract award, the Audit Team will contact TCTC staff to ensure that the work scope outlined in this proposal addresses the goals and objectives of TCTC. Any changes to the work scope will be submitted to TCTC for approval.

Task 1.2: Conduct "Kick-off" Meeting

Next, our Study Team will develop a list of data items required for the audit of the TCTA. At a minimum, the following documents and data will be collected and reviewed:

- Expenditures, revenues, operating statistics and ridership figures for the audit period
- Documentation of service quality (missed trips, on-time performance, complaints)
- Findings of Annual Apportionments of TDA revenues during the audit period

- Findings of Unmet Needs and minutes of Unmet Needs hearings for the audit period
- Service contract with Storer
- Committee reports, user surveys
- TCTC governing board meeting minutes
- Most recent Short Range Transit Plan
- TDA reports to the State Controllers Office for the previous three years
- Fiscal and compliance audits for each of the three years of the audit period
- Prior Triennial Performance Audit

LSC proposes to conduct via teleconference a “kick-off meeting” with TCTC and TCTA staff to discuss transit issues and areas of focus. The objectives of the meeting will be to:

1. Introduce the Audit Team
2. Review of the data list to identify any missing items and to decide a course of action to collect or develop additional data.
3. Establish points of contact for the Audit Team, TCTC and transit operator and agree on responsibilities.
4. Provide the Audit Team with a clear understanding of any transportation issues over the past three years.
5. Finalize the work program and project delivery schedule to best address the issues identified and the needs of TCTC and TCTA.

Task 1.3: Monthly Progress Meetings

Along with each monthly invoice, the Audit Team will provide a project status letter describing works tasks completed that month and tasks currently in progress. At the kick-off meeting the Audit Team and TCTC will identify a general date each month to hold a conference call between the LSC and TCTC points of contact to discuss how the project is going and any issues which may have come up.

TASK 2: PERFORMANCE AUDIT OF THE TUOLUMNE COUNTY TRANSPORTATION COUNCIL

Task 2.1: Initial Review and Determine Compliance with Legal and Regulatory Requirements

The first audit task will be to determine TCTC’s compliance with the Transportation Development Act (TDA) requirements specified within the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. Our Team will identify any instances of non-compliance and present these issues clearly in the audit report in the form of a table and corresponding text. Any recommendations to fix these issues will be noted as part of Task 2.4.

Task 2.2: Follow-up on Prior Performance Audit Recommendations

To ensure that the TDA Triennial Performance Audit is effective and valuable, our Audit Team will review and evaluate implementation of prior audit recommendations for the TCTC. The objective assessment of improvements will provide assurance that efforts have been made to improve efficiency and effectiveness, and will strengthen the integrity of the TDA Triennial Performance Audit process.

The first step of this task is to obtain and review key documents. These include the previous Triennial Performance Audit, recommendations from fiscal audits, and any other performance evaluation efforts completed in the past. The next step is to discuss the implementation steps taken by the TCTC since the prior audit was published. The third step is to make a determination of the following:

- **Implementation Completed** – If implementation has been completed, the audit report will address: (a) the effectiveness, significant accomplishments and benefits from the recommendation, and (b) difficulties and costs incurred by TCTC during implementing the recommendation.
- **Implementation In-Progress** – If implementation is currently underway, the audit report will address: (a) the initiation date, (b) the current status, (c) the date implementation is expected to be complete, and (d) the difficulties and costs incurred by TCTC during implementation.
- **Implementation Not Begun** – If the TCTC or the TCTA have not initiated any efforts to implement a recommendation, the Study Team will investigate and determine whether: (a) circumstances have changed and the recommendation is no longer applicable or feasible, (b) the recommendation was unreasonable and inappropriate at the outset, or (c) TCTC has negligently or intentionally rejected a valid recommendation.

Each determination may result in a finding in the audit report, and an appropriate conclusion may need to be drawn and recommendation made.

Based upon discussions with TCTC staff, the Audit Team will obtain the best evidence verifying the implementation status of each recommendation in prior audit reports. Significant accomplishments in performance will be noted. Finally, our Team will document this evidence in the audit report.

Task 2.3: Detailed Review of TCTC Functions

As part of this task, LSC will perform a detailed performance review of the various functions performed by the TCTC with regard to TDA requirements and responsibilities. Specifically, the following functional areas will be analyzed:

- Administration and management
- Transportation planning and regional coordination

- Claimant relationships and oversight
- Marketing and transportation alternatives
- Grant application and management
- Analysis and evaluation in regard to the TCTC's established goals, policies, committees and organizational procedures
- Evaluation of TCTC Strategic Plan – review recommendations and provide additional recommendations, as needed, for organizational growth.
- Analysis and evaluation of staff functions, staffing levels and TCTC staff needs
- Discussion of future roles of the TCTC

LSC will discuss each functional area with TCTC staff as part of an on-site visit. This trip will be coordinated with the site visit associated with the detailed review of the TCTA. As appropriate, our Team will contact and interview other persons familiar with the functions and management of the TCTC (i.e., City and County representatives, or Caltrans officials). The auditors will also contact TCTC board members to obtain input on overall effectiveness of the agency as well as opinions on goals and objectives and future roles of the agency.

The detailed review of TCTC functions will be summarized in the audit report. Any areas of concern resulting from the detailed review will be investigated further and appropriate findings or recommendations will be noted in the audit report.

Task 2.4: Findings and Recommendations

The final section of the audit report will present the auditors findings of both positive improvements and non-compliance issues along with recommendations to improve performance and maintain compliance with TDA regulations.

TASK 3: PERFORMANCE AUDIT OF THE PUBLIC TRANSIT SYSTEM

Task 3.1: Determine Compliance with Legal and Regulatory Requirements

As with the TCTC audit the first task will be to determine TCTA's compliance with the Transportation Development Act (TDA) requirements specified within the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. Any non-compliance issues discovered through the Study Team's initial review of the transit operator will be presented in the audit report in the form of a table and corresponding text. Any recommendations to fix these issues will be noted as part of Task 3.4.

Task 3.2: Follow-up on Prior Performance Audit Recommendations

LSC will review the most recent performance audits for TCTA and assess the operator's implementation of previous audit recommendations. Our Audit Team will then determine if the recommendations are currently applicable, feasible, have been implemented, or should still be implemented as discussed in the TCTC audit section. If a prior audit recommendation still has merit, it will be included in the current audit reports and discussed with TCTC and TCTA. In addition, LSC will analyze and report any other significant recommendations.

Task 3.3: Review of Performance Indicators and Major Functions of the Transit Operator

Verify Performance Indicators

Performance measurement is a common method of measuring transit service effectiveness and efficiency. Prior to the calculation of performance indicators, LSC will obtain and validate the operator's collection method of the following TCTA data for each year of the audit period according to TDA definitions:

- | | |
|-------------------------|-------------------------|
| – Operating cost | – Vehicle service miles |
| – Passenger count | – Employee hours |
| – Vehicle service hours | – Fare revenue |

LSC will then calculate and verify the following performance indicators: (1) operating cost per passenger, (2) operating cost per vehicle service hour, (3) passenger per vehicle service hour, (4) passengers per vehicle service mile, and (5) vehicle service hours per employee. The results will be presented in a series of tables and figures which separate performance indicators by mode of transit (fixed route and demand response) and fiscal year.

Further indicators our Study Team will include in the audit report are operating cost per vehicle service mile and farebox return ratio. All performance indicators will be analyzed to identify potential issues or concerns that may need further review. Details and potential improvements and recommendations will be made in the audit report.

The performance indicators will be presented in the form of tables and charts as well as discussed in text. All performance indicator tables and charts will be created in Microsoft Excel in an easy to follow format which can be provided directly to the transit operator.

If appropriate, LSC evaluation of other performance indicators to assist with focusing the detailed functional review of TCTA, particularly if there is a concern regarding general performance or a recent change has occurred. If appropriate, LSC will further evaluate relevant performance indicators for the following areas:

- Maintenance – Relevant performance indicators include mechanic pay hours/revenue vehicle miles, roadway mechanical failures per revenue vehicle hours, number of missed trips per total number of trips, and spare vehicle ratio.
- Service Planning – Relevant performance indicators include scheduled overtime hours to total scheduled hours, revenue vehicle service miles to total revenue miles.
- System Administration – Relevant performance indicators include administrative cost per revenue vehicle hour and turnover in staff per total number of employees.

All performance indicators will be analyzed to identify potential issues or concerns that may need further review. Potential improvements and recommendations will be made in the audit

report with respect to how to improve overall quantitative performance and with respect to efficiency and accuracy of monitoring system performance.

Detailed Review of Operator Functions

A detailed review of all the major functions of a transit operator is the main task of a Triennial Performance Audit. The objective of this section is to review each function in terms of efficiency and effectiveness. The detailed functional review will entail on-site interviews with transit operator staff and will be the basis for recommendations in Task 3.4.

One full day has been budgeted for on-site field analysis of both the RTPA and the transit operator. For the transit operator audit, the audit team will meet with TCTC and Storer Transit Systems staff in Sonora to discuss operator functions and tour the operating facility. The primary objectives of the on-site visits for the TCTA audits will be to:

- Discuss the various elements of TCTA function with staff and management
- Observe first-hand typical daily business practice
- Review data collection, analysis, and reporting procedures

The primary operator functions, which will be reviewed as part of the Audit Report, include:

- General Management and Organization
- Service Planning
- Scheduling, Dispatch and Operations
- Personnel Management and Training
- Administration
- Marketing and Public Information
- Maintenance

Task 3.4: Findings and Recommendations

The final section of the transit operator report will summarize improvements to performance and efficiency over the past three years and other significant accomplishments. If any areas of inefficient or ineffective performance are revealed, findings and/or recommendations for improvements will be made in this section of the Audit Report.

TASK 4: PREPARE DRAFT AND FINAL AUDIT REPORTS

Task 4.1: Progress Report

At this point in the study, the audit team will hold a monthly progress report teleconference to confirm delivery dates of audit reports and audit presentation dates.

Task 4.2: Prepare Administrative Draft Reports

The information collected and analyzed during the previous tasks will be used as the basis for the development for the Draft Audit reports. A total of two audit reports will be prepared: one for TCTA and one for TCTC.

These reports will incorporate the following elements:

- **Table of Contents** – Presents a listing of the chapter headings and major sections in the audit report and the associated page numbers.
- **Executive Summary** – A brief summary of the most important findings and recommendations developed during the audit.
- **Introduction** – Provide background information that is useful in understanding TCTC/TCTA, as well as the manner in which the audits were conducted, and will include the following information:
 - Information regarding the organization’s structure, budget, staffing and services provided,
 - Identification of any legal requirements that pertain to the audits,
 - Description of the scope, approach, and methodology used in conducting the audits, and
 - Any limitations in how the audits were performed or information that is presented in the reports.
- **Results of Audit** – This section of the audit will present detailed findings in each of the major areas of the reports including:
 - Results of the compliance review
 - Results of the review of the implementation of prior audit report recommendations
 - Results of the performance indicator analysis
 - Results of the functional review of the TCTA/TCTC
 - Other pertinent information or additional task agreed upon at the kick-off meeting or progress meetings
- **Findings and Recommendations** – A summary of the major issues or concerns identified in the audit reports and the specific strategies and/or recommended solutions to address these issues or concerns.

Task 4.3: Confer with TCTC staff

After the performance audit reports have been compiled into rough draft format, the audit team will email the findings and recommendations section to TCTC and TCTA staff. This will provide the opportunity for staff level comments prior to delivery of the complete Administrative Draft reports. This will ensure that there are no surprises in terms of recommendations.

Task 4.4: Submit Administrative Draft Performance Audits

After incorporating any necessary changes or clarifications, electronic files (in both Microsoft Word and Adobe Acrobat format), five bound hardcopies, and one unbound original of each Administrative Draft Audit report will be provided to the TCTC Executive Director by February 22, 2017.

Task 4.5: Prepare Draft Final Performance Audits

After sufficient time for review and comment by TCTC and TCTA staff, the Audit Team will make any necessary changes to the reports and prepare the Draft Final Audit reports.

Task 4.6: Submit Draft Final Performance Audits

The Audit Team will deliver 1 unbound original and 20 copies of each Draft Final Audit Report to the TCTC Executive Director by March 22, 2017.

Task 4.7: Present Draft Final Performance Audits

The Audit Team will present the Draft Final Performance Audits at a regularly scheduled TCTC Board meeting on April 12, 2017.

Task 4.8: Prepare Final Audit Reports

After incorporating any changes resulting from the TCTC Board review of the Draft Final Audit reports, LSC will prepare the Final Triennial Performance Audit Reports. As necessary to ensure that the final document fully addresses all concerns, LSC will prepare and provide revised sections of the draft reports for additional internal review and comment. In addition, as necessary to resolve outstanding issues, our Study Team members will be available for teleconference calls. Any additional information generated through this process will be reviewed by the Team and incorporated as appropriate into the analyses and findings.

Task 4.9: Submit Final Audit Reports

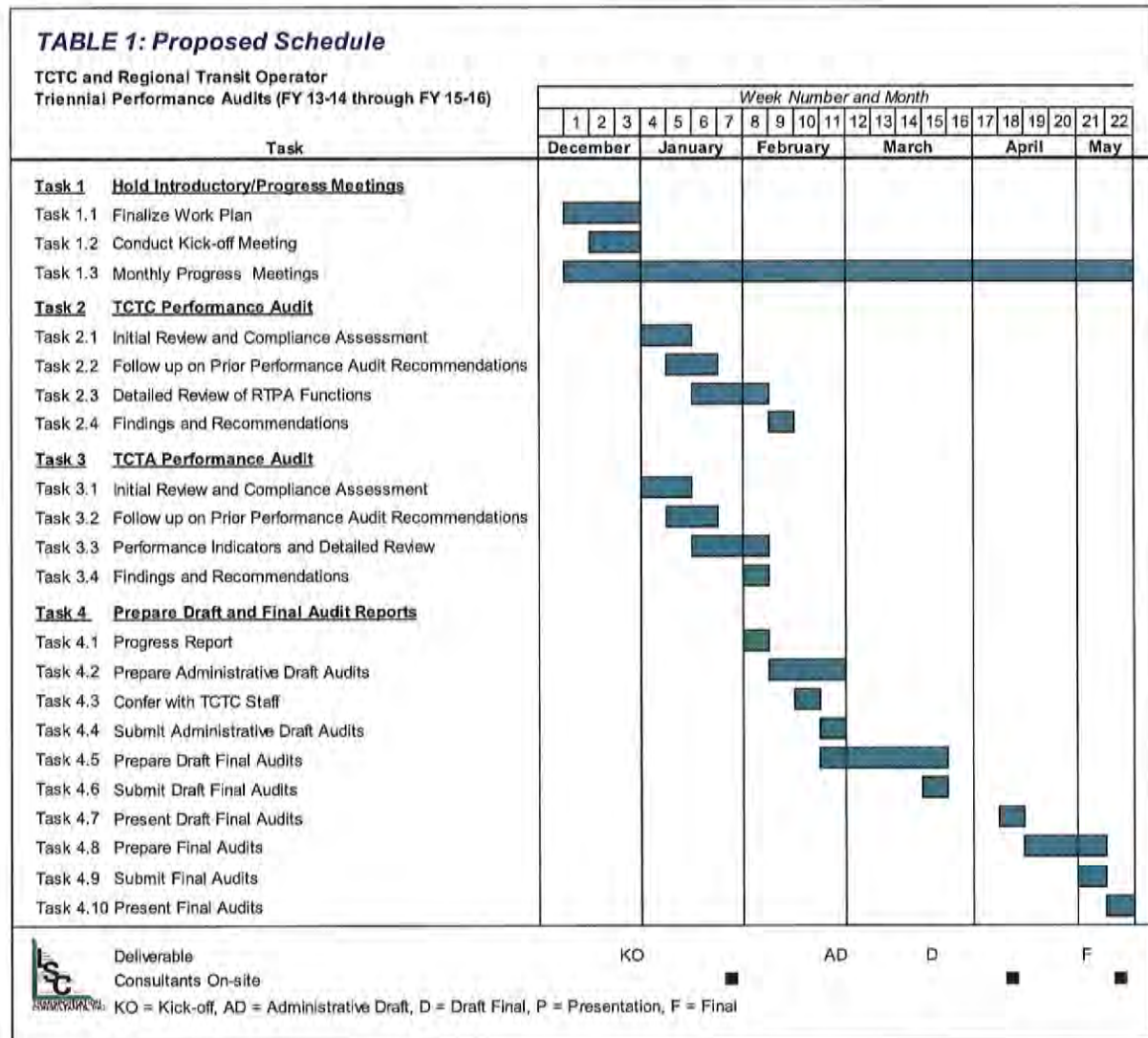
LSC will deliver 20 bound copies and one reproducible copy of each of the Final Audit reports to TCTC's Executive Director along with an electronic Microsoft Word and Adobe Acrobat PDF file. The Final Audit reports will address Triennial Performance Audit requirements and will be delivered by April 25, 2017.

Task 4.10: Present Final Audit Reports

LSC will travel to Sonora to present the Final Audit Reports at a TCTC Board meeting on May 10, 2017.

SCHEDULE

A proposed schedule for the TCTC and TCTA Performance Audits is presented as Table 1. We are prepared to begin work immediately upon authorization. Data collection can occur after contract approval and notice to proceed mid-December. A kick-off meeting can be scheduled before the holidays at the end of the year so as to get a good start of the project and remain on schedule. In late January, LSC will travel to Sonora to conduct interviews with TCTC and TCTA as part of the detailed review of RTPA and transit operator functions. Administrative Draft Audit reports will be delivered to the TCTC Executive Director for review in late February. The schedule will allow at least two weeks for TCTC and TCTA staff to review the Administrative Draft Audit reports prior to preparing the Draft Final Audit Reports. The Draft Final Audits will be presented to the TCTC board at the April 12, 2017 meeting. After comments from board members have been addressed, Final Audit Reports will be prepared and delivered to TCTC by April 25, 2017. LSC will present the Final Audits on May 10, 2017.



Section C

Project Management

LSC Transportation Consultants, Inc. is an established California- and Colorado-based transportation planning firm that has been providing transportation and transit consulting services for 30 years. Our firm has extensive experience in transit and transportation planning in rural settings and medium-sized cities throughout the western and mid-western United States. Moreover, LSC is able to draw upon the experience and support of transportation planners and administrative professionals in two offices (Tahoe City and Colorado Springs). This will ensure that a quality product is delivered in a timely manner. A key component of LSC's project management is communication with TCTC. All findings and recommendations will be sent to TCTC staff review prior to finalizing Draft and Final documents so as to eliminate any surprises.

Our Study Team offers a number of advantages with regard to the performance audits. Foremost, LSC has completed numerous Triennial Performance Audits and transit planning studies in California. The firm is also an optimal size for this project. We have depth at all levels of staff and are able to provide in-house critiques of products that are developed during the course of the study. With depth at all levels, we are able to provide flexibility and make adjustments in workloads to ensure that the project is completed on time.

Our office location in Tahoe City will minimize the time required for travel and allow us to efficiently address any issues that may arise in the course of the study. The senior level of LSC's staff is very experienced in transit planning and operations. Key personnel experience ranges from small, demand-response systems such as those found in many rural areas and towns to larger fixed-route systems such as those serving Roseville and Merced, California. As LSC conducted the recent Triennial Performance Audit in nearby Amador County, we are familiar with similar transit services and issues in the foothills region. We believe that this background will provide us with the ability to objectively review TCTC and TCTA.

STUDY TEAM

Our Study Team will be comprised of experienced transit and transportation planners. Our Team will work with local staff to efficiently accomplish the tasks of the audit study's goals and objectives. Our Audit Study Plan will utilize the following personnel and strategies to ensure that the performance audits are fully completed to the level of quality and within the schedule required by the TCTC. Full resumes are presented at the end of this section.

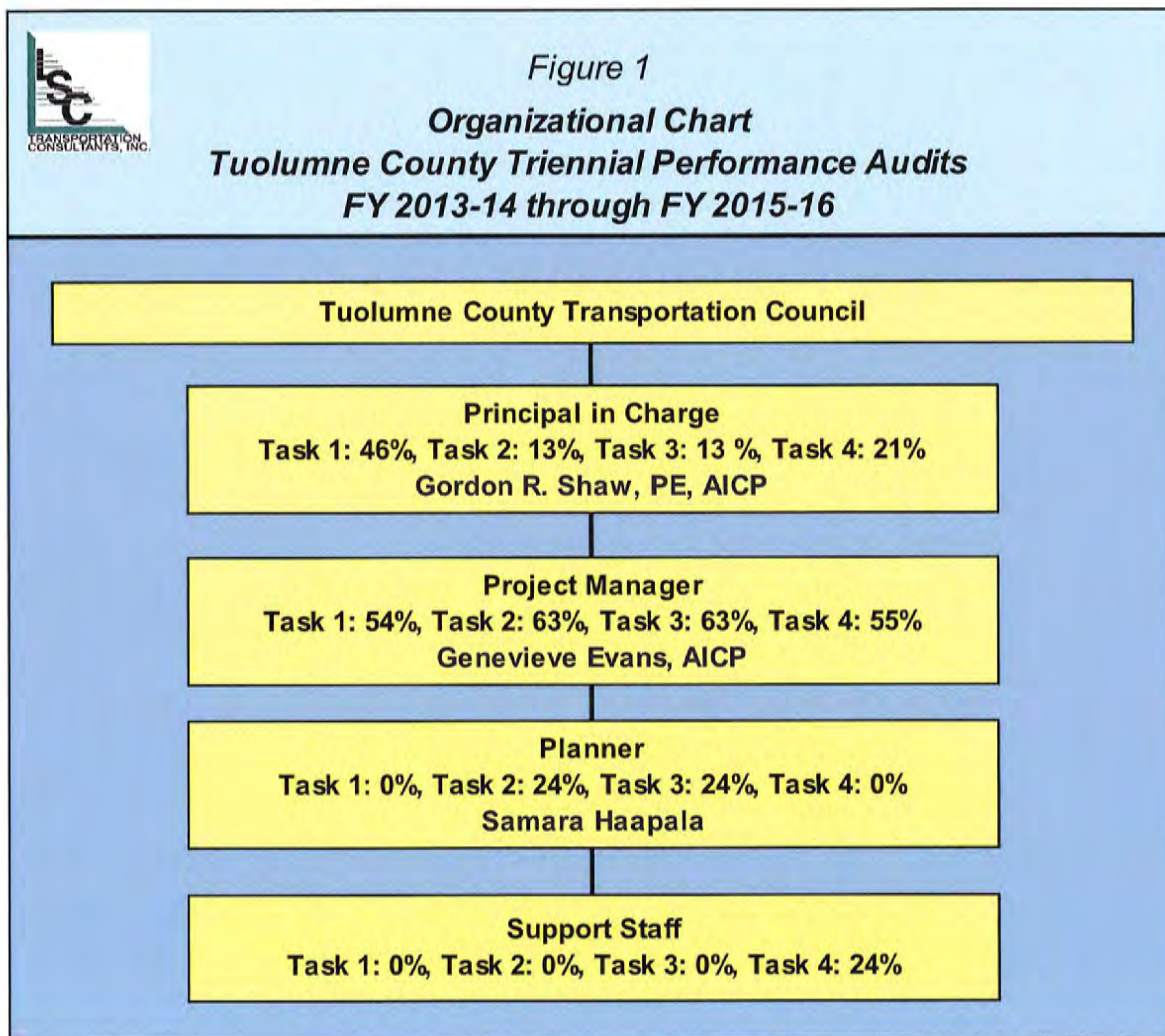
Principal – Gordon R. Shaw, PE, AICP, will serve as Principal-In-Charge for the Audits. He will utilize his experience developing over 60 transit planning studies over the past 34 years. As Principal for the Tahoe office, he will ensure that all work is conducted to the full satisfaction of the Tuolumne County Transportation Council. He will review all study products and participate in the detailed functional review and recommendations. Mr. Shaw is a registered Professional Engineer in California, Nevada, Utah, and Colorado. He has conducted a wide range of transit planning studies, transit and RTPA performance reviews, and transportation studies around the American West. Mr. Shaw holds an Engineer's Degree in Civil Engineering from Stanford University, a M.S. in Infrastructure Planning from Stanford University, and a B.S. in Civil Engineering from Purdue University.

Project Manager – Genevieve Evans, AICP will serve as Project Manager for this project. Ms. Evans will provide expertise for the compliance assessment and verification of TDA performance measures elements. She will lead the detailed functional review and completion of draft and final documents. Ms. Evans has served as Project Manager for Triennial Performance Audits in western Placer County, Amador County, Alpine County, the Tahoe Basin, Nevada County, El Dorado County and Modoc County. Ms. Evans holds a B.A. in Economics from the University of California at Berkeley, and she is a member of the American Institute of Certified Planners and the American Planning Association.

Planner – Samara Haapala will serve as a Planner for the study. She will assist with the data collection, compliance assessment and verification of performance indicators. Ms. Haapala has recent experience assisting with the Placer County Rural Transit Study, as well as the preparation of the Eastern Sierra Transit Authority Short Range Transit Plan. She holds a Bachelor of Science degree from Santa Clara University.

ORGANIZATION CHART

An organization chart is presented in Figure 1. As shown, the day-to-day contact between the Study Team and TCTC will be provided by the Project Manager. The Principal-in-Charge will be responsible for full, satisfactory completion of the work, and will also provide additional professional expertise. The organization chart also presents the anticipated percentage of total person hours for each team member for each task.





Gordon Shaw, PE, AICP Principal

EDUCATION

Engineer's Degree in Civil Engineering – Stanford University
Master of Science in Infrastructure Planning – Stanford University
Bachelor of Science in Civil Engineering – Purdue University

PROFESSIONAL REGISTRATIONS

Registered Professional Engineer in California, Colorado,
Nevada, and Utah

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Planners (AICP)
Institute of Transportation Engineers (ITE)
American Planning Association (APA)

PROJECT EXPERIENCE

In his capacity as Principal with the firm, his duties run the gamut from large-scale urban transit and transportation planning to site-specific preliminary engineering design and traffic analysis. A strong focus of his work history is for resort areas developing transportation plans for environmentally sensitive areas that can efficiently accommodate large variations in travel demands. Mr. Shaw also conducted transportation modeling efforts for roadway design studies associated with numerous large developments in California, Nevada, and Colorado.

Fixed-route transit system studies have formed the focus of Mr. Shaw's transit experience with the firm. He has served as Project Manager for over 60 transit studies throughout the American West, with a focus on rural and small urban transit systems. He has specialized in the planning of transit service for mountain resort communities directing studies in Durango, Steamboat Springs and Summit County, Colorado; South Lake Tahoe, California and Jackson, Wyoming. He developed plans for transit systems providing service to the elderly and disabled of Weld County, El Paso, and Pueblo Counties in Colorado as well as conducted a statewide transit needs assessment for the Arkansas Governor's Office. He conducted transit-planning workshops in California, Arizona, New Mexico, and Colorado. In addition, Mr. Shaw developed a number of transit maintenance, intermodal, and bus rapid transit facility plans.

Parking has constituted another element of Mr. Shaw's work history including work for downtown centers, hospitals, resort communities, and universities. In addition, he developed preliminary engineering and functional designs for municipalities and college campuses as well as for other private and public projects. Mr. Shaw served as Project Manager for a variety of pedestrian and bicycle studies in Colorado and California.

Gordon Shaw is a Principal of LSC Transportation Consultants, Inc. and generally serves as the Project Manager for studies conducted out of the Tahoe City, California office.

Mr. Shaw joined the firm in 1983 and has experience conducting traffic and transportation studies throughout the western United States. He has conducted over 300 transportation studies for both public and private clients, including traffic engineering studies, traffic model and simulation analyses, transit planning studies, parking analyses, transit facility designs, and bicycle/pedestrian studies.

Mr. Shaw holds an Engineer's Degree in Civil Engineering from Stanford University, a M.S. in Infrastructure Planning from Stanford University, and a B.S. in Civil Engineering from Purdue University.



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Genevieve Evans, AICP

EDUCATION

Bachelor of Arts, Economics B University of California, Berkeley
Coursework in Land Use Planning and GIS B University of Nevada,
Reno and Oregon State University Distance Education

PROFESSIONAL REGISTRATIONS

American Institute for Certified Planners (AICP)

PROFESSIONAL MEMBERSHIPS

American Planning Association
American Institute for Certified Planners

PROJECT EXPERIENCE

Over the years, Ms. Evans has been a part of the study team for a variety of projects and transit plans such as the Calaveras Intercity Transit Feasibility Study, Tahoe Interregional/Intraregional Transit Study, Sierra County Bicycle Plan, transit planning guidebook for the National Park Service, the Town of Truckee ADA-Compliant Paratransit Plan and numerous Short Range Transit Plan Updates. As part of these studies, Ms. Evans has researched demographic and economic data, reviewed the existing transit systems, administered onboard surveys, conducted alternatives analysis, and prepared fiscally constrained plans.

Ms. Evans conducted Triennial Performance Audits for the transit programs and Regional Transportation Planning Agencies in El Dorado County, Tahoe Basin, Del Norte County, Alpine County, Modoc County, Amador County, Nevada County and Placer County. The audits included a review of the agency's compliance with statute statutes as well as a recommendations to improve the efficiency and effectiveness of the organization.

She has also conducted the update of the Inyo County 2015 Regional Transportation Plan, Lassen County 2012 Regional Transportation Plan, Del Norte 2011 Regional Transportation Plan, Alpine County 2010 Regional Transportation Plan, Sierra County 2005 and 2010 Regional Transportation Plans, Calaveras County 2007 Regional Transportation Plan, and the Modoc County 2008 Regional Transportation Plan. Additionally, Ms. Evans had a major role in the collection, organization, and analysis of land use data used in the traffic model for the Truckee General Plan update. She also prepared grant requests for federal transit capital and operating grant programs, Active Transportation Programs, and conducted a study of vehicle and transit facility improvements for Modoc County.

Ms. Evans joined LSC Transportation Consultants, Inc. as a Transportation Planner for the Tahoe City, California office in 2003.

Ms. Evans has conducted Transportation Development Act Triennial Performance and Compliance Audits in El Dorado, Placer, Amador, Alpine, Nevada and Modoc counties.



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Samara Haapala

EDUCATION

Bachelor of Science in
Environmental Science and Political Science
Minor in Biology
Santa Clara University, Santa Clara, CA

PROJECT EXPERIENCE

Key projects that Ms. Haapala has focused on include the Eastern Sierra Short Range Transit Plan, Placer County Rural Transit Study, joint San Luis Obispo City/County Transit Study, Transit Transfer Hub Project in Lake County, CA, TART Systems Plan Update in Truckee/Tahoe, CA, Parking Demand Analysis in Albuquerque, NM, ATP Grant Application in Inyo County, CA, and the University Transit Funding Analysis for San Luis Obispo, CA.

Ms. Haapala conducted the on-board passenger survey process for the TART Systems Plan Update in Truckee/Tahoe, CA. Survey efforts included scheduling the surveys, hiring temporary survey staff, training surveyors, overseeing survey efforts, setting up and supervising data entry, and generating comprehensive reports of the methodology and results.

In addition to her coursework at Santa Clara University, Ms. Haapala held an internship position for a technology supply company in Santa Clara. Her training included the comprehension of numerous scientific meters and methods in order to conduct radiation, chemical sampling, noise, and air quality surveys; and, to synthesize the data into conclusive scientific reports. She was responsible for updating the corporate Environmental Health and Safety database and ensuring government standards were maintained through tracking and correspondence with state and federal agencies.

Prior to joining LSC, Ms. Haapala served as a Case Clerk for a law firm in the San Francisco Bay Area. Her previous work included analysis of financial documents and medical records to draft litigation claims that were submitted to Settlement administrators for review. Ms. Haapala maintained team organization through tracking deadlines, ordering client records, and managing Excel spreadsheets and Access databases.

Samara Haapala joined LSC Transportation Consultants, Inc. in 2015 as a Transportation Planner in the Tahoe City, California office. With LSC, she has assisted in data collection and analysis for transit services in San Luis Obispo, Inyo County, Mono County, Lake County, Nevada County, and Placer County.

Ms. Haapala has strong research and technical writing skills and is experienced in performing with Microsoft Excel, Access, ArcGIS, and SPSS software.



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Section E

Consultant Qualifications and References

The following are descriptions of selected projects conducted by members of our Study Team that represent experience in Triennial Performance Audits. These studies have given us an understanding of the significant challenges associated with providing transit services to the various communities of Tuolumne County. Enclosed in this proposal package is a CD containing two examples of recent Triennial Performance Audits for El Dorado County and Amador County.



PLACER COUNTY TRIENNIAL PERFORMANCE AUDITS

PROJECT LOCATION

Placer County, California

CLIENT

Placer County Transportation Planning Agency
299 Nevada Street
Auburn, California 95603



PROJECT MANAGER

Genevieve Evans

DATE

2010 and 2013

REFERENCE

David Melko, Senior Transportation Planner
530 • 823-4030
dmelko@pctpa.net

In both 2010 and 2013, LSC Transportation Consultants, Inc. was retained by Placer County Transportation Planning Agency (PCTPA) to conduct triennial performance audits of PCTPA and the five transit operators within its jurisdiction: Placer County Transit, Roseville Transit, Lincoln Transit, Auburn Transit and the Western Placer Consolidated Transportation Services Agency. LSC worked closely with PCTPA and transit operator staff to put together concise and useful audit recommendations.

PCTPA is the Regional Transportation Planning Agency for the western portion of Placer County (not including the Tahoe Basin). Although the County is generally rural in nature, the cities of Roseville and Auburn are located within the Sacramento Urbanized Area. The primary findings which resulted from the audit process addressed the fact that some of the transit operators in western Placer County are subject to urbanized farebox ratio requirements. Therefore, LSC recommended adoption of revised farebox ratio standards and to develop strategies to maintain compliance with the farebox ratios in the upcoming Short Range Transit Plan update. The most recent audit was completed in June 2013.



TAHOE REGIONAL PLANNING AGENCY TDA TRIENNIAL PERFORMANCE AUDITS

PROJECT LOCATION

Tahoe Basin, California and Nevada

CLIENT

Tahoe Regional Planning Agency
PO Box 5310
Stateline, NV 89449-5310

PROJECT MANAGER

Genevieve Evans

DATE

2013

REFERENCE

Judy Weber
jweber@trpa.org



Transportation Development Act (TDA) requires that a Triennial Performance Audit be conducted for all transit operators and Regional Transportation Planning Agencies. A performance audit is a systematic process of evaluating an organization's effectiveness and the efficiency and economy of operations under management control. The objectives of the audit are to provide a means for evaluating an organization's performance and to enhance the performance by making recommendations for improvement. In addition, the audit evaluates the adequacy of an organization's systems and the degree of compliance with established policies and procedures. LSC Transportation Consultants, Inc. was retained by the Tahoe Regional Planning Agency (TRPA), acting as the Regional Transportation Planning Agency to conduct audits of the TRPA and the two transit operators under TRPA's jurisdiction: the South Shore Transit system, operated by Tahoe Transportation District, and Tahoe Area Regional Transit, operated by Tuolumne County. Based in part on LSC's knowledge of the complicated institutional framework in the region, LSC has been twice retained in recent years to complete these operator performance audits.

The audits fully addressed the requirements of the Caltrans TDA Guidelines and the most recent regulatory changes as well as review of the prior performance audit recommendations. They included a detailed evaluation of the transit operators' effectiveness and the efficiency and economy of operations under management control. Local and regional transit "stakeholders" were contacted to gain their input into the transit funding and policymaking environment. In addition, the audits evaluated the adequacy of an organization's systems and the degree of compliance with established policies and procedures. LSC recommended several compliance and service recommendations, which were subsequently implemented in order to improve service efficiency and management systems. The audits were completed in May 2014.



EL DORADO COUNTY TRIENNIAL PERFORMANCE AUDITS STUDY

PROJECT LOCATION

El Dorado County, California

CLIENT

El Dorado County Transportation Commission
2828 Easy Street
Placerville, California 95667

DATE

May 2016

PROJECT MANAGER

Genevieve Evans

REFERENCE

Dan Bolster, Senior Transportation Planner
dbolster@edctc.org
530 • 642-5263



The California Public Utilities Code requires that a triennial performance audit be conducted for all transit operators and Regional Transportation Planning Entities. A performance audit is a systematic process of evaluating an organization's effectiveness, efficiency and economy of operations under management control. The objectives of the audit are to provide a means for evaluating an organization's performance and to enhance the performance by making recommendations for improvements. In addition, the Audit evaluates the adequacy of an organization's systems and the degree of compliance with established policies and procedures.

LSC Transportation Consultants, Inc. was retained by the EDCTC to conduct triennial performance audits of the Commission and the El Dorado County Transit Authority (EDCTA). It was determined that the EDCTC was well managed and had a strong relationship with member jurisdictions. The EDCTA is also well managed, providing a host of local services within the Placerville area, as well as a strong commuter program to Sacramento. LSC made recommendations regarding proper calculation of farebox ratio and the use of unearned Local Transportation Fund (LTF) revenues.



ALPINE COUNTY TRIENNIAL PERFORMANCE AUDITS

PROJECT LOCATION

Alpine County, California

CLIENT

Alpine County Local Transportation
Commission
P. O. Box 150
50 Diamond Valley Road
Markleeville, California 96120



PROJECT MANAGER

Genevieve Evans

DATE

2013 and 2016

REFERENCE

Brian Peters, Executive Secretary
Alpine County Local Transportation Commission
530 • 694-2281

Scott Maas, Maas and Associates
530 • 257-9447
smaas@citilink.net

The California Public Utilities Code requires that a Triennial Performance Audit be conducted for all transit operators and Regional Transportation Planning Agencies which receive Transportation Development Act (TDA) funds. A performance audit is a systematic process of evaluating an organization's effectiveness, efficiency and compliance with TDA regulations.

Alpine County is the most remote of California's counties. Mobility challenges in Alpine County include a large service area, the absence of medical and commercial services within the county, limited county staff, and minimal funding. The Alpine County Local Transportation Commission (ACLTC) contracted with LSC Transportation Consultants, Inc. (LSC) to conduct performance audits of ACLTC and the general public Dial-A-Ride system which operates in the eastern portion of the county in both 2013 and 2016.

Although the small DAR system operates smoothly, the 2016 audit recommended: 1) Continued oversight by the LTC, 2) proper data collection procedures for Dial-A-Ride so as to be consistent with TDA and industry standards and 3) vehicle utilization strategy to maximize the life of the transit vehicles.



AMADOR COUNTY TDA TRIENNIAL PERFORMANCE AUDITS

PROJECT LOCATION

Amador County, California

CLIENT

Amador County Transportation
Commission
117 Valley View Way
Sutter Creek, California 95642

PROJECT MANAGER

Genevieve Evans

DATE

2013 and 2016

REFERENCE

John Gedney, Executive Director
209 • 267-2282
john@actc-amador.org



LSC Transportation Consultants, Inc. conducted Triennial Performance Audits for both the Amador County Transportation Commission (ACTC) and Amador Transit for the past two Triennial Audit periods. The audits fully addressed the requirements of the Caltrans TDA Guidelines and the most recent regulatory changes. A particular focus of the 2016 audits was to update Amador Transit goals and performance standards to better reflect existing routes, population trends and performance of other peer transit agencies.

Audit recommendations for ACTC included working closely with the fiscal auditor to more correctly and simply calculate TDA farebox ratio as well as meeting regularly with the transit operator in an effort to restore the working relationship. Transit operator audit recommendations included calculating vehicle service hours and Full-Time Equivalent Employees (FTE) in accordance with TDA definitions. The audits were completed in June 2016.

ADDENDA ACKNOWLEDGMENT

Receipt of the following addenda is hereby acknowledged:

Addendum No. 1

Proposers Initials _____