

STAFF REPORT

SUBJECT: Strategic Planning Services RFP Scope of Work
FROM: Tony McCaulay, Director of Planning and Marketing
DATE: March 25, 2019

Action Requested

None – Information Only

Background

At the February Projects and Services Committee meeting, Executive Director Michael Tree referenced an upcoming Request for Proposals (RFP) for Strategic Planning Services and indicated that the draft Scope of Work for the project would be brought to the committee. The draft scope of work is attached to this staff report.

Discussion

The Request for Proposals for Strategic Planning Services contains two projects:

- Project 1. The Tri-Valley Hub Network Integration Study, which will identify future needs and service integration, including future regional bus service along the I-680 corridor and future rail service to the San Joaquin Valley via Altamont Pass, by planning for the evolution of a Tri-Valley Hub at the current Dublin/Pleasanton BART Station.
- Project 2. A five-year Short Range Transit Plan (SRTP) and a 20-year Long Range Transit Plan focused exclusively on the Livermore Amador Valley Transit Authority.

Fiscal Impact

100 percent of the funds for Tri-Valley Hub Network Integration Study were included in 2018 Transit and Intercity Rail Capital Program (TIRCP) grant award that also funded the new parking garage adjacent to the Dublin/Pleasanton BART Station. The total allocated for the Network Integration Study is \$500,000.

Funds for the SRTP and LRTP will come from a combination of grant funds from the Alameda County Transportation Commission (ACTC) and LAVTA.

It is anticipated that the recommendations for project awards will be brought to the Board in June.

Recommendation

None – Information Only

Attachment:

1. Strategic Planning Services RFP Scope of Work

SECTION II

SCOPE OF WORK

SCOPE OF WORK

STRATEGIC PLANNING SERVICES

1 SCOPE OF WORK

1.1 Project Summary

The Livermore Amador Valley Transit Authority (LAVTA) seeks the services of a qualified firm or firms to provide strategic planning services for two distinct projects:

Project 1. Identifying future needs and service integration, including future regional bus service along the I-680 corridor and future rail service to the San Joaquin Valley via Altamont Pass, by planning for the evolution of a Tri-Valley Hub at the current Dublin/Pleasanton BART Station.

Project 2. A five-year Short Range Transit Plan (SRTP) and a 20-year Long Range Transit Plan focused exclusively on the Livermore Amador Valley Transit Authority.

Proposers may submit for Project 1 only, Project 2 only or on both projects. Cost estimates for Project 1 and Project 2 should be submitted independent of each other. Proposers submitting on both projects may submit a third cost estimate for a combined award of both projects.

LAVTA will utilize the “Best Value” method of procurement, in conformance with applicable procurement guidelines.

1.2 LAVTA Background

LAVTA operates Wheels and Rapid bus services, providing fixed route, school tripper and commuter express services, and Dial-A-Ride paratransit service to ADA eligible citizens in the cities of Dublin, Livermore, Pleasanton and adjacent unincorporated areas of Alameda County. Funding for the system is provided by Federal, State and Alameda County sources. The seven-member LAVTA Board of Directors is responsible for the development of policy and oversight of LAVTA’s services and programs.

The Executive Director oversees the operation of the transit system in accordance with the policy direction prescribed by the Board of Directors and is responsible for the overall administration of the fixed route and paratransit system. At present, the Executive Director is supported by a staff of fourteen (14) employees. Consultants are retained as needed to provide specialized planning, marketing and technical assistance.

In August 2016, LAVTA implemented a major restructuring of its fixed route bus services. LAVTA had experienced five consecutive years of ridership declines and there were service related issues that needed to be addressed to attract more choice riders. The highlights of the service changes included improved access to the BART and ACE rail stations, as well as other key destinations in the Tri-Valley. Public response has been positive. Ridership for the 2018 fiscal year was 7.2 percent higher

than the previous 12 month period. The trend has continued for the first half of FY19, with average weekday ridership up 4.4 percent over FY18 figures.

The passage of Assembly Bill 758 by the California Legislature on September 15, 2017 authorized the creation of the new Tri-Valley-San Joaquin Valley Regional Rail Authority. The legislation defines the roles of the new rail authority as "...planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-Valley".

The authority held its inaugural meeting on January 17, 2018. It is governed by a 15-member Board of Directors. LAVTA staff will provide all necessary executive and administrative support to enable the rail authority board to perform its duties and responsibilities. The legislation requires the authority to develop a feasibility report on the plans for the development and implementation of transit connectivity by July 1, 2019.

1.3 Project 1: Tri-Valley Hub Network Integration Study

As part of the 2018 Transit and Intercity Rail Capital Program ('TIRCP'), LAVTA was successful in securing \$20,500,000 in state funds to increase the parking capacity at the Dublin/Pleasanton Station via construction of a new parking garage.

LAVTA 2018 TIRCP Grant Award:

"Increase BART ridership through construction of a new multi-level parking structure to create over 500 additional parking spaces, including prioritized vanpool parking, at the Dublin-Pleasanton BART station."

At opening, the envisioned parking garage will add much-needed parking in a critical transit center that includes BART, County Connection, MAX BART Express, San Joaquin RTD, Stanislaus Regional Transit and Wheels (LAVTA) and will facilitate commuters that are seeking to utilize transit, but are often denied due to lack of parking as early as 7:30 a.m. at the station.

As part of that award, the California State Transportation Agency ('CalSTA') awarded an additional \$500,000 to LAVTA for study of incorporating megaregional bus services into the needs of the capacity expansion at Dublin/Pleasanton and achieving key state strategic goals for a future 'Tri-Valley Hub' as outlined in the 2018 California State Rail Plan ('Rail Plan'). The current Dublin/Pleasanton BART Station is ideally situated at a crossroads of major megaregional transportation infrastructure and travel flows at the juncture of east-west travel from the San Joaquin Valley to Alameda County and the Bay Area and north-south flows along I-680. These existing geographic and infrastructure assets provide an opportunity to achieve state and local goals in improving not only Dublin/Pleasanton Station, but providing for regional and statewide mobility as outline in the Rail Plan.

The Rail Plan makes specific recommendations for services designed around what is described as the 'Tri-Valley Hub'. The Tri-Valley Hub will serve as a major statewide hub for future rail service providing connectivity between the Bay Area and the San Joaquin Valley.

| Time Horizon | Service Goal |
|--------------|---|
| 2022 | <ul style="list-style-type: none"> • <i>Plan for phased growth in east-west service across the Altamont Pass to hourly off-peak and half-hourly peak service, enabling connectivity to regional transit and statewide rail networks, including connectivity in the Tri-Valley.</i> • <i>Provide half-hourly integrated express bus service in the I-680 corridor, providing connections at the Solano County Hub, Martinez, the Tri-Valley Hub, and the Pleasanton ACE station.</i> |
| 2027 | <ul style="list-style-type: none"> • <i>Provide up to half-hourly peak service in the Altamont corridor connecting San Jose and the Stockton Area, with timed connections in the Tri-Valley and East Bay to integrated transit and express bus services.</i> • <i>Assist communities throughout the East Bay, South Bay, Peninsula, and Tri-Valley in better connecting transit systems to rail, and enhancing station area functions.</i> |
| 2040 | <ul style="list-style-type: none"> • <i>Provide half-hourly peak and hourly off-peak service, 7 days per week, between the Stockton Area and San Jose through a Tri-Valley Hub and an East Bay Hub.</i> |

Given the strategic imperative of the Tri-Valley Hub and the necessary physical connections and services goals, the Dublin/Pleasanton Station is uniquely positioned to evolve and serve the statewide transportation network as the future Tri-Valley Hub. Achieving these goals requires quick implementation of an integrated express bus service along the I-680 corridor from a Solano County Hub to the Pleasanton ACE Station, via Dublin/Pleasanton.

In accordance with state and local goals, the Consultant will take a service planning based approach to understanding the future facilities needs at Dublin/Pleasanton Station and translating those service and facilities needs into an implementation plan.

The Consultant will deliver a study of operations and facilities needs for Dublin/Pleasanton Station and its evolution toward a future Tri-Valley Hub ('Study'). The Study will be comprised of four components; (1) strategic planning and feasibility analysis, (2) operations planning, (3) facilities planning; and (4) implementation planning. The goal of the Study is to provide the strategic and technical requirements to move forward toward initiating future regional transportation services via hubbed model at Dublin/Pleasanton Station and for the near-term evolution of that station into the Tri-Valley Hub as envisioned in the Rail Plan.

- **Task 1: Kick Off and Management**

The Consultant will prepare a detailed scope, budget, and project timeline to clearly establish project goals, milestones, and deliverables. The Consultant will convene a project kick-off meeting with interagency staff from LAVTA and CalSTA as necessary. The Consultant will meet with LAVTA as needed to complete the study. The Consultant will provide monthly invoices and manage the scope and budget.

Task 1 Deliverables:

- Meeting Agendas and Notes
- Monthly Invoices

• **Task 2: Strategic Planning and Feasibility Analysis**

The Consultant will perform a strategic analysis for the service needs of the future Tri-Valley Hub and a high-level feasibility analysis of those services and how they are supported by the evolution of the Dublin/Pleasanton Station toward a future Tri-Valley Hub. Major service components of the Tri-Valley Hub include the current BART service, current local and regional bus transit services, current employee shuttle and van pool services, future regional rail service east to the San Joaquin Valley, and future integrated express bus service on the I-680 corridor. The Consultant will develop sketch level facilities needs based on analysis of future service goals. The Consultant will use transportation demand analysis to estimate the scale of future passenger flows. The Consultant will also analyze the physical station location, incorporating plans for the future parking garage and regional rail service into the existing station infrastructure.

The Consultant will also conduct a feasibility analysis of future I-680 integrated express bus service as outlined in the Rail Plan. The service will connect from Solano County to the Pleasanton ACE Station via Dublin/Pleasanton. In analyzing feasibility and needs of the future bus service, Consultant will build off the Rail Plan to understand service goals, passenger demand, travel time, and other needs. This understanding of the future bus service will inform the needs of the Tri-Valley Hub.

This analysis will require iterative coordination with stakeholder agencies whose services will utilize the future station. As such, Consultant will convene a Technical Advisory Committee to bi-monthly as needed throughout the Project to ensure the Project meets the needs of all stakeholder parties. Stakeholder parties are anticipated to include BART, ACTC, San Joaquin RTD, LAVTA, SJRRC, CalSTA and Caltrans.

Task 2 Deliverables:

- Tech Memo 1 – Tri-Valley Hub Strategic Planning and Feasibility Analysis
- Tri-Valley Hub Strategic Needs
- I-680 Integrated Express Bus Feasibility and Service Goals

• **Task 3: Operations Planning**

Building off the feasibility analysis performed in Task 1, the Consultant will conduct more detailed operations planning for the future I-680 bus service. This operations planning will include modelled service planning, mock schedules, station needs, rolling stock needs, and serve as a basis for capital and operating costs, high level ridership analysis, and facilities needs and connecting stations, specifically at Dublin/Pleasanton.

Task 3 Deliverables:

- Tech Memo 2 – I-680 Integrated Express Bus Operations Planning
- Service plans
- Ridership analysis

- Facilities needs
- Capital and operating cost estimate

- **Task 4: Tri-Valley Hub Facilities Planning**

Building off of the feasibility analysis and operations planning, the Consultant will conduct more detailed facilities planning for the Dublin/Pleasanton Station. The Consultant will analyze passenger demand and travel flows through the station area to ensure easy connectivity and fast transfers between services to meet the travel time and frequency goals. The Consultant will analyze the station needs for supporting the service, maintenance and storage needs and opportunities to host those requirements at Dublin/Pleasanton or elsewhere in the service corridor. The Consultant will leverage work done on the Authority on future rail needs for the Valley Link service. The Consultant will provide planning level design recommendations.

Task 4 Deliverables:

- Tech Memo 3 – I-680 Integrated Express Bus Operations Planning
- Station needs
- Maintenance and operations support facilities needs
- Planning level design recommendations

- **Task 5: Implementation Planning**

Based on analysis from Tasks 3 and 4 and in line with the strategic outline from Task 2, the Consultant will conduct implementation planning analysis to determine next steps and identify key project milestones and goals to achieve the 2022 service goals identified in the Rail Plan, accommodate the needs of stakeholder agencies and services as identified through the Technical Advisory Committee per Task 2, and provide the planning framework needed to advance toward implementation of the Tri-Valley Hub and I-680 bus service. Future considerations include future grant documents, environmental review, and ongoing stakeholder coordination as stakeholder agencies and service providers advance their own service goals. The study should identify pilot regional bus service that can be implemented in the near term future, including “shovel-ready” projects for future grant applications.

Task 5 Deliverables:

- Tech Memo 4 – Tri-Valley Hub Implementation Planning
- Next Steps
- Future stakeholder coordination

Duration of the Project

The Tri-Valley Hub Network Integration Study will be completed within 18 months of award of contract.

Additional optional tasks may also be included in the study, depending on resources.

1.4 Project 2: LAVTA Short Range and Long Range Transit Plans

The Livermore Amador Valley Transit Authority (LAVTA) will employ the services of a qualified consultant to prepare a Short Range Transit Plan SRTP with a 5 year horizon (2022-2027) and a Long Range Transit Plan with a 20 year horizon (2022-2047). Many of the tasks associated with the development of these two plans are similar or identical in nature and should be carried out simultaneously to the maximum extent possible.

- **Task 1: Project Management and Coordination/Establish Work Program and Schedule (SRTP & LRTP)**

The Consultant will establish project timelines, milestones and schedule and establish a schedule for meetings between the Project Manager (PM) for the contractor, and LAVTA staff. The Consultant will also develop a plan for outreach to the LAVTA Board of Directors; facilitate a process to develop guiding principles for development of both the SRTP and LRTP; and conduct at least one follow-up meeting with the LAVTA Board of Directors to present recommendations for each plan. The Consultant will also identify stakeholders; establish and make recommendations for a Technical Advisory Committee (TAC); establish a meeting schedule, and facilitate TAC meetings.

Task 1 Deliverables:

- Final Work Scope
- Project Work Plan and Timeline
- Schedule of PM meetings
- Schedule of TAC Meetings

- **Task 2: Studies/Data Review (SRTP & LRTP)**

The Consultant will review Bay Area, Alameda County and/or Tri Valley planning studies, data, and documents recently completed by LAVTA, Alameda County or the Metropolitan Transportation Commission (MTC), including but not limited to:

- “LAVTA Forward” COA adopted June 2016
- LAVTA’s 2016 Short Range Transit Plan (SRTP)
- LAVTA’s FY2019 and FY 2020 Budgets
- Tri-Valley Paratransit Assessment 2017
- One Bay Area 2040
- Tri-Valley Park & Ride Study
- Alameda County Transportation Plan
- Livermore, Dublin and Pleasanton Active Transportation Plans (ATPs)
- Other relevant planning studies in the Tri-Valley and Alameda County

Task 2 Deliverables:

- Technical memorandum detailing results of study reviews

- **Task 3: Data Collection and Analysis (SRTP)**

Using data generated from LAVTA's onboard APCs systems and farebox ridership counts, the Consultant will conduct a review of existing data, including stop-level boarding and alighting data. In addition, using data generated from LAVTA's CAD/AVL system, the Consultant will conduct a review of allocated running time by segment, pattern and route and compile running time information by time of day and day of week

The Consultant will also review ride check reports, farebox reports and rider surveys; and develop and conduct new surveys of riders to determine origin/destination information; conduct a field review of service area; and develop baseline stop-level, segment level and time-of day ridership and operational data to include:

- Ridership activity for each route by direction, trip, and stop by service day
- Ridership activity for each shared stop by route, direction, trip and service day
- Run times for each route by direction, trip, segment and service day
- Run times for each shared segment by direction, trip and service day

Task 3 Deliverables:

- Existing conditions report
- PDF maps of relevant findings and GIS layer of stop-level ridership (backup provided in excel)
- Summary of O/D data
- Baseline operational and schedule report

- **Task 4: Develop Service Standards (SRTP)**

The Consultant will establish comparative route information by service type (local, rapid, express, feeder, etc.) and will develop productivity indicators (i.e. passengers per hour, mile, trip, farebox recovery) by service type. This exercise should also include a summary of performance indicators from comparable transit systems.

Task 4 Deliverables:

- Service standards report, including classification of routes by service type
- Productivity indicators by route/service type
- Appropriate vehicle type by line and service
- Comparable transit systems report

- **Task 5: Market Analysis (SRTP & LRTP)**

This task should involve development and execution of a statistically valid survey instrument to households within the LAVTA service area, to include both users and non-users of the LAVTA bus system. Specifically, this task will collect pertinent

information to measure changes in attitudes toward and awareness of the transit system and its services, as well as identify current and potential customer segments. This survey should be designed to gauge attitudes and awareness of the LAVTA bus service and elicit responses to travel patterns, attitudes towards various transportation modes, demographic and socio-economic data, and other pertinent data. This task should include a detailed analysis of the demographics of LAVTA's existing ridership base and identify opportunities for expanding utilization within that base.

Task 5 Deliverables:

- A report summarizing the attitudes and awareness of residents of the LAVTA service area toward the current transit system and its services, various transportation modes, the existing transportation network and future needs
 - Where possible, comparisons of current attitudes and awareness should be compared to 2016 data
- **Task 6: Develop Community Outreach Plan and Conduct Public Outreach (SRTP & LRTP)**

The Consultant will develop and execute a community outreach plan to obtain information from existing riders and non-riders in the LAVTA service area. This outreach effort will include the coordination and facilitation of at least six community workshops during the duration of the study. Consultant will supply all public information materials and translation services (as needed) for the meetings. Consultant will be responsible for securing meeting locations and for all IT needs, as well as creating meeting notices.

Three workshops will take place within 3-4 months of the project kickoff to gather input from riders and non-riders, and to listen to feedback on existing services; three workshops will take place after the development of alternatives to gather feedback and form recommendations. One meeting in each round will take place in Pleasanton, Livermore, and Dublin. Each meeting location will be in close proximity to public transportation service.

Outreach efforts should also include interaction with existing riders at key LAVTA transfer centers and boarding locations and with potential riders at the two BART Stations located in the LAVTA service area.

Task 6 Deliverables:

- Community Outreach plan
- Report details of attendees and comments received at each scheduled meeting
- A complete summary and analysis of findings
- Summary of comments received during each round
- Summary/analysis of input received from non-riders

- **Task 7: Operations Plan and Budget (SRTP & LRTP)**

Consultant will develop route and schedule recommendations for short range implementation (SRTP) and long term consideration (LRTP). The recommendations should consider alternative service delivery options by time of day and day of week which could include shifting from traditional fixed route operation to other options, including expansion of LAVTA's existing subsidized TNC service. These preliminary recommendations should be revenue-neutral and should be based on:

- Analysis of existing operational conditions, including operational and performance data, service frequencies, service spans by day of week and service days by route
- A review of running times and stop spacing to improve on-time performance
- Customer demand and travel patterns (origin-destination information)
- Identification of opportunities for Transit Signal Priority improvements on key corridors to improve travel times
- A review of available technology that could further improve service delivery and customer satisfaction
- A review of transportation infrastructure improvements planned or underway in the region which may impact existing or future services
- Public input

Each recommendation will estimate the operational requirements, including: Revenue hours and miles; revenue trips; span of service; headways; ridership; vehicles and operating cost. The Consultant will develop an implementation plan that considers all the service recommendations and develop a set of priority-recommendations should annual revenue hours contract or increase

Task 7 Deliverables:

- Final report with recommendations, an implementation plan for service adjustments and a five year operating budget projection (SRTP) and 20 year projection (LRTP).

- **Task 8: Capital Improvement Program and Budget (SRTP & LRTP)**

Consultant will develop capital improvements programs that cover a five year time frame for the SRTP and a 20 year horizon for the LRTP. The review should include revenue vehicles, non-revenue vehicles, facilities and other capital equipment. Both plans should also include a summary of LAVTA's capital improvements over the most recent five year period.

Task 8 Deliverables:

- Five year capital improvement program and budget for SRTP
- Twenty year capital improvement program and budget for LRTP

Duration of the Project

Both the SRTP and the LRTP will be completed within a 24 month period, concluding with board approval of the recommendations and implementation plan.

Additional optional tasks may also be included in the study, depending on resources.

1.4 Payment and Invoicing Instructions

The Authority shall make payment for each completed project within 30 days of receipt of proper statements or invoices for the work performed in full conformance with the solicitation requirements, and approved by LAVTA's Director of Finance or Executive Director. The Authority reserves the right to withhold payment to the Consultant if the Authority determines that the quantity or quality of the work performed is unacceptable. The Authority shall provide written notice to the Consultant within 10 business days of the Authority's decision not to pay and the reasons for non-payment.

Payments for all items shall include labor, taxes, storage, transportation, delivery, warranty, insurance, materials, profit, subcontractor costs, overhead and all other costs associated with provision of the services.

Each invoice shall detail the Task Order, the services performed, the personnel performing these services, the hours worked and the applicable hourly rate of compensation. Submitted documentation must correspond to the hourly rates of compensation specified in Consultant's proposal.

All invoices should be sent to:

- Accounts Payable
- Livermore Amador Valley Transit Authority
- 1362 Rutan Court, Suite 100
- Livermore, CA 94551

1.5 Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Consultant's expense, for a minimum of three years after the end date of the year audited, unless the firm is notified in writing by the Authority of the need to extend the retention period. The Consultant is required to make working papers available at no cost, upon request, to the following parties or its designees:

1. The Authority
2. California State Transportation Agency (CalSTA)

2 ADDITIONAL REQUIREMENTS

2.1 Insurance

The insurance requirements specified in this section shall apply to Consultant and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Consultant authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). Consultant and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Consultant shall be responsible for said coverage and assume

any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Consultant or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Consultant's insurance be primary without any right of contribution from the Authority. Prior to beginning work under this contract, Consultant shall provide the Authority with satisfactory evidence of compliance with the insurance requirements of this section.

A. Minimum Types and Scope of Insurance

1.) Workers' Compensation and Employers' Liability Insurance

- a) Workers' Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b) Employers' Liability coverage with minimum limits of \$1 million.
- c) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2.) Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Consultant's operations both at and away from the project site.

- a) This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Contractual liability.
 - Personal injury.
 - Advertising injury.
 - Explosion, collapse, and underground coverage (xcu).
 - Broad form property damage.
- b) Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Cross Liability or Severability of Interests Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3.) Business Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

a. This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

4.) Professional Liability Insurance

The Consultant, at its own cost and expense, shall maintain professional liability insurance for the period covered by the Agreement, and two years following completion of the contract in an amount not less than \$1,000,000 covering errors and omissions in the services of the Consultant performs under the Agreement. The policy limits of this professional liability insurance policy shall apply separately to the Agreement.

B. Endorsements

1.) Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2.) Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3.) Primary Insurance

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority.

4.) Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect Authority's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Consultant. Said policy shall protect Consultant and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

All Coverages

Prior to commencing work or entering onto the Property, Consultant shall provide the Authority's Director of Finance with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Consultant's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the Authority's Executive Director.

D. GENERAL PROVISIONS

1.) Notice of Cancellation

The policies shall provide that the Consultant's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the Authority's Executive Director.

2.) Acceptable Insurers

All policies will be issued by insurers acceptable to the Authority (generally with a Best's Rating of A- 10 or better).

3.) Self-insurance

Upon evidence of financial capacity satisfactory to the Authority and Consultant's agreement to waive subrogation against the Authority respecting any and all claims that may arise, Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4.) Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Consultant's personnel and equipment have been removed from the Authority property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5.) Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6.) Deductibles and Retentions

Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from the Authority.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that LAVTA seeks coverage under such policy as an additional insured, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant or subcontractor is not a named defendant in the lawsuit.

2.2 Confidentiality

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between Authority and the proposer shall be available to the public.

If the proposer believes any communication contains trade secrets or other proprietary information that the proposer believes would cause substantial injury to the proposer's competitive position if disclosed, the proposer shall request that Authority withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The proposer may not designate its entire proposal or bid as confidential. Additionally, proposer may not designate its cost proposal or any required bid forms or certifications as confidential.

If proposer requests that Authority withhold from disclosure information identified as confidential, and Authority complies with the proposer's request, proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless Authority from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all costs and expenses related to the withholding of proposer information.

Proposer shall not make a claim, sue or maintain any legal action against Authority or its directors, officers, employees or agents in connection with the withholding from disclosure of proposer information.

If proposer does not request that Authority withhold from disclosure information identified as confidential, Authority shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to Authority.

2.3 Conflict of Interest

Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under the Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to Authority as soon as proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

No member, officer or employee of the Authority or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.