

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
1362 Rutan Court, Suite 100
Livermore, CA 94551

BOARD OF DIRECTORS MEETING

DATE: June 1, 2026

PLACE: LAVTA Offices, Diana Lauterbach Room,
1362 Rutan Court, Suite 100, Livermore, CA

TIME: 4:00 p.m.

TELECONFERENCE LOCATIONS

Scott Haggerty Heritage House
4501 Pleasanton Avenue
Pleasanton CA. 94566

BOARD MEMBERS

JULIE TESTA – CHAIR
EVAN BRANNING
JEAN JOSEY
KRISTIE WANG

DAVID HAUBERT – VICE CHAIR
CRAIG EICHER
MICHAEL McCORRISTON

*Agenda Questions: Please call the Front Desk at (925) 455-7555 or send an email to
frontdesk@lavta.org*

*Documents received after publication of the Agenda and considered by the Board/Finance
and Administration/Projects and Services Committee in its deliberations will be available
for inspection at the Authority's office at:
1362 Rutan Court, Suite 100,
Livermore, CA 94551.*

MEETING PROCEDURE

This Board of Directors meeting will be conducted in person and on the web-video communication platform, Zoom. In order to view and/or participate in this meeting remotely, members of the public will need to download Zoom from its website, www.zoom.us. We encourage members of the public to access the meeting online using the web-video communication application, Zoom. Zoom participants will have the opportunity to speak during Public Comment. It is recommended that anyone wishing to participate in the meeting remotely complete the download process before the start of the meeting.

Public comments will also be accepted via email until 1:00 p.m. on Monday, June 1, 2026 at frontdesk@lavta.org. Please include “Public Comment BOD – 6/1/2026” and the agenda item in the subject line. In the body of the email please include your name. Public comments submitted will be provided to the Board and to the general public at the meeting location.

There will be zero tolerance for any person addressing the Board making profane, offensive and disruptive remarks, or engaging in loud, boisterous, or other disorderly conduct, that disrupts the orderly conduct of the public meeting.

How to listen and view meeting video:

- From a PC, Mac, iPad, iPhone, or Android device click the link below:

<https://zoom.us/j/86715841855>

Passcode: BOD1362Mtg

- To supplement a PC, Mac, tablet, or device without audio, please also join by phone:

Dial: 1 (669) 900-6833

Webinar ID: 867 1584 1855

Passcode: 761222

To comment by video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on the Agenda item. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will be muted.

How to listen only to the meeting:

- For audio access to the meeting by telephone, use the dial-in information below:

Dial: 1 (669) 900-6833

Webinar ID: 867 1584 1855

Passcode: 761222

*Please note to submit public comment via telephone press *9 on your keypad. The meeting’s host will be informed that you would like to speak. When it is your turn, you will be notified that your request has been approved and you will be allowed to speak. You will then press *6 to unmute when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will be muted.*

To submit written comments:

- Provide public written comments prior to the meeting by email, to frontdesk@lavta.org

If you are submitting public comment via email, please do so by 1:00 p.m. on Monday, June 1, 2026, to frontdesk@lavta.org. Please include “Public Comment BOD – 6/1/2026” and the agenda item in the subject line. In the body of the email please include your name. Public comments submitted will be provided to the Board and to the general public at the meeting location.

BOARD OF DIRECTORS MEETING
AGENDA – JUNE 1, 2026

1. Call to Order and Pledge of Allegiance

2. Roll Call of Members

3. Meeting Open to Public

- Members of the audience may address the Board of Directors on any matter within the general subject matter jurisdiction of the LAVTA Board of Directors.
- Unless members of the audience submit speaker forms before the start of the meeting requesting to address the Board on specific items on the agenda, all comments must be made during this item of business. Speaker cards are available at the entrance to the meeting room and should be submitted to the Board secretary.
- Public comments should not exceed three (3) minutes.
- Items are placed on the Agenda by the Chairman of the Board of Directors, the Executive Director, or by any three members of the Board of Directors. Agendas are published 72 hours prior to the meeting.
- No action may be taken on matters raised that are not on the Agenda.
- For the sake of brevity, all questions from the public, Board and Staff will be directed through the Chair.

4. Minutes of the May 6, 2026, Tri-Valley Accessible Advisory Committee

5. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

A. Minutes of the May 4, 2026, Board of Directors Meeting

B. Treasurer’s Report for April 2026

Recommendation: The Finance and Administration Committee recommends that the Board of Directors approve the April 2026 Treasurer’s Report.

C. Award of Landscape Maintenance Services Agreement with BrightView Landscape Services, Inc.

Recommendation: The Finance and Administration Committee recommend that the Board of Directors approve Resolution 18-2026, authorizing the Executive Director to execute a three year Agreement for Landscape Maintenance Services with BrightView Landscape Services, Inc., in a form approved by legal counsel, for a not to exceed amount of \$299,199.48, with authority to exercise up to two (2) one year option terms and a total contract value not to exceed \$518,416.20.

D. Approval of Purchase of Eight (8) Genfare Fareboxes

Recommendation: The Finance and Administration Committee recommends that the Board approve Resolution 19-2026, authorizing the Executive Director to execute a purchase order for eight (8) Genfare FastFare fareboxes and associated equipment **for the** upcoming 2027 bus build for \$163,735.39 plus a 10% contingency, for a total not-to-exceed amount of \$180,108.93.

E. TAAC Appointments for Terms Starting in FY2027

Recommendation: Staff recommends the Board of Directors ratify the TAAC appointments for terms starting on July 1, 2026.

F. Resolution Accepting the Interstate 580 Net Toll Revenue Funds from Alameda County Transportation Commission for Emergency Transit Operations for Fiscal Years 2026-2027 and 2027-2028

Recommendation: The Finance and Administration Committee recommend the Board of Directors approve Resolution 20-2026, authorizing the Executive Director to execute a funding agreement with the Alameda County Transportation Commission accepting \$4,000,000 in Interstate 580 Net Toll Revenue Funds to support Emergency Transit Operations for Fiscal Years 2026-2027 and 2027-2028.

6. Resolution of the Board of Directors Appreciating the Bravery of Vanessa Alvarez

Recommendation: Staff recommend the Board adopt Resolution 21-2026, recognizing and appreciating the bravery of Vanessa Alvarez, who recently has managed multiple emergency incidents at the Livermore Transit Center.

7. Election of LAVTA Chair and Vice Chair

Recommendation: Staff recommend the Board nominate and elect a LAVTA Board Chair and Vice Chair for FY27 in accordance with the agency's bylaws.

8. Task Order Contract Award for Construction Document Preparation Services for the Atlantis Facility

Recommendation: Staff recommends that the Board of Directors approve Resolution 22-2026, authorizing the Executive Director to execute a Task Order Contract with Kimley-Horn and Associates for design-engineering services for the Atlantis Facility Building Permit Review Documents, for a not-to-exceed amount of \$874,900 with a contingency amount of \$87,490 to be utilized at the discretion of the Executive Director.

9. Executive Director's Report

10. Matters Initiated by the Board of Directors

Items may be placed on the agenda at the request of three members of the Board.

11. Next Meeting Date is Scheduled for: July 6, 2026

12. Adjournment

Please refrain from wearing scented products (perfume, cologne, after-shave, etc.) to these meetings, as there may be people in attendance susceptible to environmental illnesses.

I hereby certify that this agenda was posted 72 hours in advance of the noted meeting.

/s/ Michelle Kumar
LAVTA, Executive Assistant

5/29/2026
Date

On request, the Livermore Amador Valley Transit Authority will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. A written request, including name of the person, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service should be sent at least seven (7) days before the meeting. Requests should be sent to:

*Executive Director
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Fax: 925.443.1375
Email: frontdesk@lavta.org*

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LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
1362 Rutan Court, Suite 100
Livermore, CA 94551

Tri-Valley Accessible Advisory Committee

DATE: Wednesday, May 6, 2026

PLACE: LAVTA Offices, Room 110
1362 Rutan Court, Suite 100, Livermore

TIME: 3:30 p.m.

MINUTES

1. Call to Order

The Chair Herb Hastings called the meeting to order at 3:31 p.m.

2. Roll Call

Members Present:

Judith LaMarre	City of Livermore
Susan O’Neill	City of Livermore
Shawn Costello	City of Dublin
Sue Tuite	City of Dublin
Jennifer White	City of Pleasanton
Carmen Rivera-Hendrickson	City of Pleasanton
Jeffrey Jacobsen	City of Pleasanton – Alternate
Andrea Renzulli	City of Dublin – Alternate
Herb Hastings	County of Alameda
Kathryn Gilbreth	Social Services
Amy Mauldin	Social Services
Janeen Rubino-Brumm	Social Services

Staff Present:

Christy Wegener	LAVTA
Kadri Kulm	LAVTA
Mike Tobin	LAVTA
John Sanderson	CCCTA
Renato Cruz	Transdev
Christian Sanchez	Transdev
Regina Flores	MV
Amanda Rivera	MV
Silvia Oliva	MV

Guests:

Art Hulcher	ADAride
Cynthia Gold	ADAride
Scott Zhang	Resident

- 3. Approval of Agenda and Modifications if necessary**
Approved with a modification. Chair Hastings added item 5.a regarding his meeting with LAVTA’s Executive Director.
Costello/Gilbreth
- 4. Citizens’ Forum: An opportunity for members of the audience to comment on a subject not listed on the agenda (under state law, no action may be taken at this meeting)**
None
- 5. Minutes of the March 4, 2026 meeting of the Committee**
Approved.
Tuite/LaMarre
Rivera-Hendrickson abstained
- 5a. TAAC Chair Meeting with LAVTA Executive Director**
Chair Hastings informed the committee about his meeting with the LAVTA Executive Director. One outcome of the discussion was a reminder to committee members to use meeting time to bring big-picture issues to staff’s attention, not personal complaints. For personal complaints, members were reminded to follow the LAVTA process by filing a customer service request through the Wheels website at wheelsbus.com or by calling the customer service phone number 925-455-7510.
- 6. Wheels Access Mobility Management Update**
Art Hulscher from ADAride provided an update on the Wheels Access Mobility management program, which includes travel training, travel navigation consultations, and ADA paratransit eligibility determinations. TAAC members were also invited to the Wheels Access outreach event on May 7th at the Livermore Community Center, cohosted by LAVTA and ADAride staff.
- 7. Wheels Dial-A-Ride Customer Satisfaction Survey 2025/2026**
Staff presented the results of the latest Dial-A-Ride customer satisfaction survey. The survey ratings have declined when compared to the survey results from two years ago. While familiarity with the Para-Taxi and One Seat Ride programs, as well as My Transit Manager phone app, have significantly increased when compared to two years ago. LAVTA staff is taking proactive measures to improve service and address ongoing customer complaint trends.
- 8. TAAC Recruitment for Terms Starting July 1, 2026**
Staffed shared the TAAC applications for terms starting in July 2026. Per TAAC bylaws, LAVTA’s Board of Directors will review the applications and appoint TAAC members.

9. PAPCO Report

Carmen Rivera-Hendrickson updated the committee on the latest PAPCO meeting as well as the paratransit program plan review subcommittee meetings.

10. Chair's Report

Chair Hastings reported on several items including Para-Taxi, the recent change to the Go Tri-Valley program, and the One Seat Ride program.

11. Verbal Service Updates & Concerns

Sue Tuite reported that the bus stop behind the fairgrounds is not accessible.

Shawn Costello reported a bus stop in Dublin next to the firehouse that has a pad, but there are also rocks and dirt, making it difficult to access.

Herb Hastings informed the committee and praised the staff on the new alignment of the 10R, which now provides direct access to the fairgrounds.

12. Adjournment

Meeting adjourned at 4:54 p.m.

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MINUTES OF THE MAY 4, 2026
LAVTA BOARD OF DIRECTORS MEETING

1. Call to Order and Pledge of Allegiance

Chair Testa called the meeting to order at 4:00 p.m.

2. Roll Call of Members

Member(s) Present:

Julie Testa – Chair, City of Pleasanton

David Haubert – Vice Chair, County of Alameda (Remote)

Evan Branning – City of Livermore

Jeff Nibert – Alternate, City of Pleasanton (Arrived 4:03 p.m.)

Kristie Wang – City of Livermore

Jean Josey – City of Dublin

Michael McCorriston – City of Dublin

3. Meeting Open to Public

No public comments were received.

4. Consent Agenda A – B

A. Minutes of the April 6, 2026, Board of Directors meeting.

B. Treasurer’s Report for March 2026

C. FY2026 Wheels Dial-A-Ride Customer Satisfaction Survey Results

Agenda Items A and B

Motion/Second: McCorriston / Branning

Aye: Testa, Haubert, Branning, Nibert, Josey, McCorriston, Wang

No: None

Abstain: None

Motion approved.

Item C: This item was pulled by Chair Testa. The Board discussed open-ended survey comments, emphasizing respectful service standards, driver training, and follow-up when concerns are recurring, and noted positive feedback and staff’s proactive response. Following discussion, the Board approved Item C.

Agenda Item C

Motion/Second: Branning/Josey

Aye: Testa, Haubert, Branning, Nibert, Josey, McCorriston, Wang

No: None

Abstain: None

Motion approved.

No public comments were received.

MINUTES OF THE MAY 4, 2026
LAVTA BOARD OF DIRECTORS MEETING

5. LAVTA 2026 Zero Emissions Transition Plan Update

Staff with consultants from the Center for Transportation and the Environment (CTE) presented the recommended changes to LAVTA's zero-emissions bus transition plan. The Board discussed a mixed hydrogen/battery-electric approach and Atlantis facility design/charging capacity, as well as a potential future change in the Federal landscape. The Board requested updates before key decision points and final design and groundbreaking of the Atlantis Facility.

Motion/Second: Josey/Nibert

Aye: Testa, Haubert, Branning, Nibert, Josey, McCorriston, Wang

No: None

Abstain: None

Absent: None

Motion approved.

No public comments were received.

6. Public Hearing Regarding Staff Vacancies (AB 2561)

The Board conducted and closed the public hearing. No action was required

No public comments were received.

7. Draft FY2027 Operating and Capital Budget

(Vice Chair Haubert departed at 5:13 p.m.)

Staff presented the FY2027 Operating and Capital Budget. A Board member asked about fare revenue projections, noting that fixed route fare revenue appeared flat despite recent fare increases. Staff explained the estimate is based on FY2025 revenue due to limited recent Clipper data and noted that farebox revenue has been slightly declining due to fare programs that reduce fares or provide free or reduced transfers.

Motion/Second: Branning/Wang

Aye: Testa, Branning, Nibert, Josey, McCorriston, Wang

No: None

Abstain: None

Absent: Haubert

Motion approved.

No public comments were received.

MINUTES OF THE MAY 4, 2026
LAVTA BOARD OF DIRECTORS MEETING

8. Executive Director's Report

Executive Director Wegener reported receipt of a positive draft state audit report, attendance at the UC Davis Transit Research Symposium and career fair, and that LAVTA signed onto a California Transit Association letter regarding concerns with proposed Cap-and-Invest program changes. It was noted that staff are recruiting to fill a vacancy. LAVTA's Finance Department received a GFOA award for excellence in financial reporting, and systemwide ridership is up across services, with a decrease expected next month for Go Tri-Valley.

9. Matters Initiated by Board Members

No matters were initiated.

10. Next Meeting is Scheduled for:

June 1, 2026

11. Adjournment

Meeting was adjourned at 5:39 p.m.

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LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer’s Report for April 2026

FROM: Tamara Edwards, Director of Finance

DATE: June 1, 2026

Action Requested

Review and approve the LAVTA Treasurer’s Report for April 2026.

Cash accounts:

Our petty cash account (101) has a balance of \$200, and our ticket sales change account (102) continues with a balance of \$240 (these two accounts should not change).

General checking account activity (105):

Beginning balance April 1, 2026	\$1,849,059.95
Payments made	\$1,874,908.68
Deposits made	\$1,478,554.74
Transfer from LAIF	\$2,000,000.00
Transfer from Farebox	\$250,000.00
Ending balance April 30, 2026	\$3,702,706.01

Farebox account activity (106):

Beginning balance April 1, 2026	\$277,086.67
Deposits made	\$25,086.87
Transfer to General Checking	\$250,000.00
Ending balance April 30, 2026	\$52,173.54

LAIF investment account activity (135):

Beginning balance April 1, 2026	\$28,169,302.24
Transfer from LAIF to General Checking	\$2,000,000.00
Interest Q3 FY26	\$288,286.42
Ending balance April 30, 2026	\$26,457,588.66

Operating Expenditures and Revenues Summary:

As this is the tenth month of the fiscal year, in order to stay on target for the budget this year expenses (at least the ones that occur on a monthly basis) should not be higher than 83%. The agency is at 75% overall.

Operating Revenues Summary:

While expenses are at 75% revenues are at 86% providing for a healthy cash flow.

Contracts Executed in April by the Executive Director between \$50,000 and \$100,000.

\$66,039 to Specialty Field Services for replacement batteries for hybrid buses

Recommendation

The Finance and Administration Committee recommend approval of the April 2026 Treasurer's Report.

Strategic Plan Goal

Organizational and Financial Management: Deliver a "satisfactory" audit report every year.

Attachments:

1. April 2026 Treasurer's Report

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
BALANCE SHEET
FOR THE PERIOD ENDING:
April 30, 2026**

Current Assets:

101 PETTY CASH	200
102 TICKET SALES CHANGE	240
105 CASH - GENERAL CHECKING	3,702,705
106 CASH - FIXED ROUTE ACCOUNT	52,173
107 Clipper Cash	962,777
109 BOC	46
120 ACCOUNTS RECEIVABLE	117,662
135 INVESTMENTS - LAIF	26,457,588
13599 INVESTMENTS - LAIF Mark to Market	28,360
150 PREPAID EXPENSES	168,422

Noncurrent Assets:

14001 Due From Rail	2,930,530
160 OPEB ASSET	67,698
165 DEFFERED OUTFLOW-Pension Related	567,050
166 DEFFERED OUTFLOW-OPEB	656,498
170 INVESTMENTS HELD AT CALTIP	0
175 CEPPT RESTRICTED INVESTMENTS	442,623
111 NET PROPERTY COSTS	53,143,153

TOTAL ASSETS**89,297,726****Current Liabilities:**

205 ACCOUNTS PAYABLE	413,475
211 PRE-PAID REVENUE	2,068,818
21101 Clipper to be distributed	1,549,664
22000 FEDERAL INCOME TAXES PAYABLE	(11,405)
22010 STATE INCOME TAX	(8)
22020 FICA MEDICARE	(2,529)
22050 PERS HEALTH PAYABLE	0
22040 PERS RETIREMENT PAYABLE	(98)
22030 SDI TAXES PAYABLE	0
22070 AMERICAN FIDELITY INSURANCE PAYABLE	(372)
22090 WORKERS' COMPENSATION PAYABLE	157,303
22100 PERS-457	0
22110 Direct Deposit Clearing	0

Noncurrent Liabilities:

22120 Compensated absenses	135,743
23101 Net Pension Liability	1,325,703
23105 Deferred Inflow- OPEB Related	285,799
23104 Deferred Inflow- Pension Related	172,348
23103 INSURANCE CLAIMS PAYABLE	(60)
23102 UNEMPLOYMENT RESERVE	7,839

TOTAL LIABILITIES**6,102,220****FUND BALANCE:**

301 FUND RESERVE	60,465,256
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304 GRANTS, DONATIONS, PAID-IN CAPITAL	32,140,057	
30401 SALE OF BUSES & EQUIPMENT	86,871	
FUND BALANCE	(9,496,678)	
TOTAL FUND BALANCE		83,195,506
TOTAL LIABILITIES & FUND BALANCE		89,297,726

(\$ Thousands)	FY 2026												Budget	YTD % of Budget
	Actual Jul-25	Actual Aug-25	Actual Sep-25	Actual Oct-25	Actual Nov-25	Actual Dec-25	Actual Jan-26	Actual Feb-26	Actual Mar-26	Actual Apr-26	Budget May-26	Budget Jun-26		
Operating Revenue														
Passenger Fares	33	62	45	65	247	199	162	45	308	146	565	565	2,442	54%
Other Income	442	4	15,219	798	247	247	1,913	307	860	1,573	1,376	1,376	24,363	89%
Total Operating Revenue	475	66	15,264	863	494	446	2,076	353	1,168	1,719	1,941	1,941	26,805	86%
Operating Expenses														
Labor	161	163	164	241	158	155	158	168	183	167	210	210	2,137	80%
Fringe Benefits	225	71	65	87	66	78	173	279	241	76	62	62	1,485	92%
Services	173	276	140	169	168	162	219	116	88	160	345	345	2,360	71%
Purchased Transportation	1,212	1,251	1,248	1,319	1,307	1,253	1,538	1,352	1,289	1,261	2,144	2,144	17,318	75%
Fuel and Supplies	52	128	98	54	127	105	73	104	123	93	311	311	1,582	61%
Utilities	50	33	33	34	33	40	30	33	46	27	81	81	520	69%
Insurance	777	-4	-17	0	0	-8	3	14	-2	-2	59	59	880	86%
Taxes	5	12	10	8	12	10	9	9	13	11	8	8	114	87%
Advertising	0	2	2	3	2	1	19	2	1	0	50	50	130	24%
Misc.	28	2	14	8	6	13	50	10	21	39	44	44	279	69%
Total Operating Expenses	2,685	1,933	1,757	1,923	1,877	1,810	2,274	2,087	2,003	1,830	3,313	3,313	26,805	75%
Expenditures														
Fund Balance - Operating Net	-2,210	-1,867	13,507	-1,060	-1,383	-1,364	-198	-1,735	-835	-111	-1,372	-1,372	0	
Fund Balance - Capital*	0	-2	-99	-142	-206	-86	-31	-176	355	-30	208	0	0	
Fund Balance - Operating and Capital	-2,210	-1,869	13,408	-1,202	-1,589	-1,449	-229	-1,911	-480	-141	-1,164	-1,372	0	
Reserves (Cash and Investments)														
Unrestricted	\$28,548,382													
Restricted														
Total Reserves	28,548	0	0	0	0	0	0	0	0	0	0	0	0	

* Capital only shows actual expenses

(\$ Thousands)

	FY 2023	FY 2024	FY 2025												Total	Budget	YTD %
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual			
			24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun			
Operating Revenue																	
Passenger Fares	2,141	2,242	206	82	112	80	206	167	163	203	69	224	211	490	2,213	2,600	85%
Other Income	17,334	19,092	205	15	547	350	14,001	530	2,028	348	251	110	322	-232	18,476	22,497	82%
Total Operating Revenue	19,475	21,335	411	97	659	430	14,207	696	2,190	551	320	2,211	534	258	22,567	25,097	
Operating Expenses																	
Labor	1,589	1,788	148	153	152	152	231	153	153	154	151	155	234	188	2,024	2,244	90%
Fringe Benefits	1,088	1,279	203	67	62	58	63	75	21	120	645	75	84	-265	1,208	1,657	73%
Services	2,183	1,887	370	156	74	87	219	232	181	94	185	172	147	268	2,186	2,754	79%
Purchased Transportation	12,063	13,556	958	1,038	1,316	1,088	1,028	1,017	1,073	1,447	1,200	1,189	1,196	1,609	14,203	14,751	96%
Fuel and Supplies	1,314	1,337	28	154	72	100	27	149	69	118	110	70	96	158	1,151	1,948	59%
Utilities	375	464	46	32	34	33	39	35	43	31	36	40	31	68	467	521	90%
Insurance	558	731	734	-1	-6	0	1	-1	0	0	-5	2	-4	137	857	649	132%
Taxes	104	133	2	14	7	12	2	15	9	9	10	13	9	17	120	112	107%
Advertising	36	83	0	8	5	1	2	1	14	1	0	5	0	13	50	174	29%
Misc.	167	77	52	35	21	29	46	19	49	-62	23	7	20	61	299	288	104%
Total Operating Expenses	19,475	21,335	2,541	1,656	1,738	1,561	1,657	1,695	1,612	1,912	2,355	1,728	1,814	2,255	22,524	25,097	90%
Excess Revenue Over (Under) Expenses																	
Capital Expenditures																	
Fund Balance - Operating	0	0	-2,129	-1,559	-1,079	-1,130	12,550	-999	579	-1,361	-2,035	484	-1,280	-1,996	0	0	
Fund Balance - Capital	0	0	0	-4	-10	-7	-27	-100	-296	-172	-331	-36	-450	-3,170	0	0	
Fund Balance - Operating and Capital	0	0	-2,129	-1,563	-1,089	-1,138	12,522	-1,099	282	-1,533	-2,366	447	-1,730	-5,166	0	0	
Reserves (Cash and Investments)																	
Unrestricted	26478138	21418976															
Restricted	204032	322062															
Total Reserves	26,682,170	21,741,038	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

STAFF REPORT

SUBJECT: Award of Landscape Maintenance Services Agreement with BrightView Landscape Services, Inc.

FROM: Michael Tobin, Director of Operations and Planning
Salomon Abdel-Aziz, Manager of Administrative Services

DATE: June 1, 2026

Action Requested

The Finance and Administration Committee request that the Board of Directors approve Resolution 18-2026, authorizing the Executive Director to execute a three-year Agreement with BrightView Landscape Services Inc, in a form approved by legal counsel, for a not-to-exceed amount of \$299,199.48, with authority to exercise up to two (2) one-year option terms, and a total contract value not to exceed \$518,416.20, inclusive of optional services and one-time fees.

Background

The Livermore Amador Valley Transit Authority (LAVTA) is responsible for maintaining landscaped areas at its facilities to ensure safe, clean, and professional environments for employees, passengers, and the public. LAVTA most recently procured landscaping services in 2022 and currently maintains a contract with RMT Landscape Contractors, Inc. (RMT) for these services. In order to transition to the new services provider, the existing agreement with RMT will be cancelled for convenience in accordance with its contract terms.

In March 2026, LAVTA issued RFP No. 2026-09 for Landscape Maintenance Services. One proposal was received by the submittal deadline. The proposal was evaluated in accordance with the RFP criteria, including experience, technical qualifications, cost, and the ability to meet LAVTA's service requirements. Following this evaluation, BrightView Landscape Services, Inc. was determined to be responsive and responsible.

Staff negotiated final contract terms consistent with the RFP and BrightView's proposal, resulting in a comprehensive agreement that clearly defines scope, performance standards, remedies, and cost controls.

The proposed Agreement covers landscape maintenance services at three (3) LAVTA-owned facilities located in Livermore, which support core transit operations, passenger and administrative functions. These locations include the Atlantis Bus Yard at 875 Atlantis Court, the Administrative Offices and Bus Yard at 1362 Rutan Court, and the Livermore Transit Center at 2500 Railroad Avenue. Services at these facilities are necessary to maintain safe,

accessible, and well-kept environments for riders, employees, and the public. The Agreement establishes a three-year base term commencing June 12, 2026, with two (2) optional one-year extensions exercisable at LAVTA's sole discretion. The not-to-exceed cost for the three-year base term is \$299,199.48, plus a one-time fee of \$1,890.00 for initial condition assessments and baseline reports. If both option years are exercised, the total not-to-exceed contract amount would be \$518,416.20.

Discussion

Approval of the proposed Agreement for Landscape Maintenance Services is necessary to ensure the continued upkeep of LAVTA's facilities. Well-maintained landscaping contributes to a safe and welcoming environment for riders, employees, and visitors, protects public assets, and supports the Authority's commitment to providing reliable and professional transit services.

The proposed Agreement establishes clearly defined service standards, performance expectations, and remedies, including liquidated damages for missed or incomplete service. These provisions provide accountability while allowing LAVTA to manage costs and service quality effectively over a multi-year period. Entering into a three-year agreement also promotes continuity of service and reduces the administrative burden associated with more frequent procurements.

The procurement process was conducted in accordance with LAVTA policies through a competitive Request for Proposals. BrightView Landscape Services, Inc., was selected based on demonstrated experience, qualifications, and cost competitiveness. The Agreement includes two optional one-year extensions that may be exercised at LAVTA's sole discretion, allowing the Authority to evaluate performance annually and align future commitments with operational needs and budget availability.

Approval of this Agreement supports the Boards' priorities by maintaining safe and accessible facilities, ensuring fiscal responsibility through defined contract limits, and supporting efficient operations through proactive facility maintenance.

Fiscal Impact

Funding for the base three-year term of the Agreement in the amount of \$299,199.48 is included within the Operating Budget for facilities and maintenance services. The Agreement also includes two (2) optional one-year extension terms, exercisable at LAVTA's sole discretion, with a combined not-to-exceed amount of \$217,326.72. If all option years are exercised, the total not-to-exceed compensation for the full potential five-year term of the Agreement would be \$518,416.20. The proposed BrightView Landscape Services agreement results in a cost savings of \$137,287.80 compared to the existing RMT agreement over the maximum five-year term, inclusive of all base years, option years, and one-time startup costs.

The Agreement establishes a clear maximum compensation cap and does not obligate LAVTA to exercise any option terms, while allowing the agency to terminate the Agreement for convenience at any time if it is determined to be in the best interests of the agency.

Next Steps

Upon Board approval, staff will proceed with executing the Agreement with BrightView Landscape Services, Inc., in a form approved by legal counsel.

The Agreement will become effective on June 12, 2026, and staff will coordinate with the contractor to complete initial condition assessments and baseline reporting. Staff will monitor contractor performance throughout the term of the Agreement to ensure compliance with service requirements and performance standards.

Recommendation

The Finance and Administration Committee recommend that the Board of Directors approve Resolution 18-2026, authorizing the Executive Director to execute a three-year Agreement for Landscape Maintenance Services with BrightView Landscape Services, Inc., in a form approved by legal counsel, for a not-to-exceed amount of \$299,199.48, with authority to exercise up to two (2) one-year option terms and a total contract value not to exceed \$518,416.20.

Strategic Plan Goal

Operational Effectiveness, which focuses on streamlining LAVTA's operations through proven best practices to ensure reliable, safe, and efficient transit services.

Attachments:

1. Resolution 18-2026

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RESOLUTION NO. 18- 2026

A RESOLUTION THE BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AUTHORIZING A THREE-YEAR AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES WITH BRIGHTVIEW LANDSCAPE SERVICES, INC.

WHEREAS, the Livermore Amador Valley Transit Authority (LAVTA) is responsible for maintaining landscaped areas at its facilities to ensure safe, functional, and visually appropriate environments for employees, riders, and the public; and

WHEREAS, LAVTA issued Request for Proposals No. 2026-09 for Landscape Maintenance Services and conducted a competitive procurement process; and

WHEREAS, BrightView Landscape Services, Inc. was determined to be the most responsive and responsible proposer based on experience, qualifications, and cost; and

WHEREAS, staff has negotiated a three-year Agreement for Landscape Maintenance Services with BrightView Landscape Services, Inc., with a base contract amount not to exceed \$299,199.48, and with provisions allowing up to two (2) one-year option terms at the sole discretion of LAVTA; and

WHEREAS, the Agreement establishes a total not-to-exceed contract value of \$518,416.20, inclusive of optional services and one-time fees, and includes performance standards and liquidated damages to ensure service quality;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director is hereby authorized to execute a three-year Agreement for Landscape Maintenance Services with BrightView Landscape Services, Inc., in a form approved by legal counsel, for a not-to-exceed amount of \$299,199.48, with authority to exercise up to two (2) one-year option terms, and a total contract value not to exceed \$518,416.20.

PASSED AND ADOPTED this 1st day of June 2026.

Julie Testa, Board Chair

ATTEST:

Christy Wegener, Executive Director

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STAFF REPORT

SUBJECT: Approval of Purchase of Eight (8) Genfare Fareboxes

FROM: David Massa, Manager of Capital Projects

DATE: June 1, 2026

Action Requested

The Finance and Administration Committee requests that the Board of Directors approve Resolution 19-2026, authorizing the Executive Director to execute a purchase order for eight (8) Genfare FastFare fareboxes and associated equipment for the upcoming 2027 bus build for \$163,735.39 plus a 10% contingency, for a total not-to-exceed amount of \$180,108.93.

Background

As part of the upcoming purchase of eight diesel-hybrid fixed route buses, new fareboxes and supporting components are required for the new vehicles. Typically, fareboxes are included with the bus build from the manufacturer; however, LAVTA has grant funding that can be used specifically for the fareboxes and staff intend to purchase them separately from the buses.

LAVTA's Genfare FastFare fareboxes (often referred to as GFI) operate within an integrated system of specialized hardware and software that supports fare collection, data retrieval, secure transmission, and systemwide reconciliation. This system includes the farebox itself, the probe equipment, the stationary vault system, the server infrastructure, and the software suite used to monitor, manage, and report all fare-collection activity.

Genfare is the sole provider of FastFare fareboxes and the proprietary hardware and software required to maintain compatibility with LAVTA's existing fare-collection system. For this reason, the procurement is being conducted as a single source purchase.

Discussion

Staff recommends a single source procurement for the FastFare fareboxes to maintain consistency across LAVTA's fleet and ensure compatibility with the agency's existing fare-collection system. This approach is allowable under FTA third-party contracting guidance, and staff's cost analysis confirms that Genfare's pricing for the fareboxes and required interfaces is fair and reasonable.

Genfare is the sole manufacturer of FastFare fareboxes and the proprietary components needed to integrate with LAVTA's current fare-collection infrastructure. Early procurement is necessary due to a 12-week manufacturing lead time, and a vendor-announced price increase

effective July 1. Ordering now ensures timely availability for installation on the new buses and avoids higher future costs.

Upon delivery, the fareboxes will be stored at LAVTA until the new vehicles arrive in 2027. Installation will be performed by MV Transportation, consistent with previous fleet builds, at no additional cost to the agency. This procurement maintains continuity of LAVTA's fare-collection system and ensures ongoing compatibility with agency-owned equipment and software.

Fiscal Impact

The total cost for eight Genfare FastFare fareboxes and associated equipment is \$163,735.39; a quote is included as Attachment 1. Funding for this purchase consists of 20% TDA funds and 80% FTA 5307 funds. These funds were included in the FY 2026 budget and have been carried over into the FY 2027 budget. No additional local funds are required.

Next Steps

Upon Board approval, staff will issue a purchase order to Genfare to initiate manufacturing. Once delivered, the fareboxes will be stored at LAVTA until the new buses arrive. Staff will then coordinate installation during the vehicle acceptance process.

Recommendation

The Finance and Administration Committee recommends that the Board approve Resolution 19-2026, authorizing the Executive Director to execute a purchase order for eight (8) Genfare FastFare fareboxes and associated equipment for the upcoming 2027 bus build for \$163,735.39 plus a 10% contingency, for a total not-to-exceed amount of \$180,108.93.

Strategic Plan Goal

Operational Effectiveness

Attachments:

1. Genfare quote
2. Resolution 19-2026



Genfare, LLC
800 Arthur Ave
Elk Grove Village, IL 60007
Ph: (847) 593-8855

Sales Quotation

Sold-To-Party

Livermore Amador Valley Trans Auth
LAVTA
1362 Rutan CT, Ste 100
LIVERMORE CA 94551

Ship-To-Party

Livermore Amador Valley Trans Auth
LAVTA
1362 Rutan CT, Ste 100
LIVERMORE CA 94551

Information

Sales Quote No. 5056085
Document Date 03/23/2026
Customer No. 589
Currency USD
Contact Name Dave Massa
Phone
FAX
EMAIL dmassa@lavta.org
Validity Start Date 03/23/2026
Validity End Date 06/30/2026
Req Ship Date 03/23/2026
Est Ship Date 03/23/2026

End User

Livermore Amador Valley Trans Auth
LAVTA
1362 Rutan CT, Ste 100
LIVERMORE CA 94551

Order includes 8 (41") Fast Fares w/ TRiM and J1708 cable. Agency to install fareboxes in 2027 for their 8 new Gillig buses.

Item	Material	Quantity	Price	Amount
10	FASTFARE FAST FARE(41" w/ TRiM, J1708)	8 EA	18,296.53 USD	146,372.24
	Tax		1,875.39 USD	15,003.15
With the following configuration				
	OCU MOUNTING SHAFT LENGTH CHAR	6 INCH RAM (STD)		
	OCU CABLE LENGTH	3FT (STD)		
	SWIPE CARD READER	YES		
	SMART CARD READER	NONE		
	ETHERNET CABLE	NONE		
	FAREBOX HEIGHT	41 INCHES		
	EXTERNAL CABLE	J1708		
	TRIM (OR) PRINTER	MAGNETIC		
	WIFI	NO		
	BARCODE READER	NO		
	CASHBOX HEIGHT	TALL		

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 03/23/2026

Sales Representative: Josh Moskowitz **Phone:** _____
Email: _____

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above.

Delivery will be made within 120 days after receipt of order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges.

Customer will be responsible for applicable taxes and freight charges which will be included upon invoicing. Regardless of any taxes included above applicable taxes due are determined as of the date of shipment or service. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms

And Conditions Of Sale, a copy of which is attached and incorporated herein.



Genfare, LLC
800 Arthur Ave
Elk Grove Village, IL 60007
Ph: (847) 593-8855

Sales Quotation

Sold-To-Party

Livermore Amador Valley Trans Auth
 LAVTA
 1362 Rutan CT, Ste 100
 LIVERMORE CA 94551

Ship-To-Party

Livermore Amador Valley Trans Auth
 LAVTA
 1362 Rutan CT, Ste 100
 LIVERMORE CA 94551

Information

Sales Quote No. 5056085
Document Date 03/23/2026
Customer No. 589
Currency USD
Contact Name Dave Massa
Phone
FAX
EMAIL dmassa@lavta.org
Validity Start Date 03/23/2026
Validity End Date 06/30/2026
Req Ship Date 03/23/2026

End User

Livermore Amador Valley Trans Auth
 LAVTA
 1362 Rutan CT, Ste 100
 LIVERMORE CA 94551

Item	Material	Quantity	Price	Amount
20	J1708 LICENSE J1708 INTERFACE SOFTWARE LICENSE	8 EA	195.00 USD	1,560.00
30	FREIGHT FREIGHT	1 EA	800.00 USD	800.00
Gross Value				148,732.24
Total Tax				15,003.15
Final Amount:				163,735.39

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 03/23/2026

Sales Representative: Josh Moskowitz **Phone:**
Email:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 days after receipt of order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges. Customer will be responsible for applicable taxes and freight charges which will be included upon invoicing. Regardless of any taxes included above applicable taxes due are determined as of the date of shipment or service. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

GENFARE STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates. Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

i. Equipment:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) twelve (12) months thereafter for equipment purchases; and (z) six (6) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

iii. Spare Parts:

- 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.

- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
 - i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization ("RMA") to ship the defective item to Genfare;
 - ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
 - iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
 - iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847-593-8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment. Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

6. DEFAULT AND TERMINATION

Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers etc.(a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

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RESOLUTION NO. 19- 2026

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AUTHORIZING THE PURCHASE OF EIGHT (8) GENFARE FASTFARE
FAREBOXES**

WHEREAS, LAVTA operates a fleet equipped with Genfare FastFare fareboxes used for fare collection and pass dispensing; and

WHEREAS, LAVTA will place 8 new buses into service in 2027 that require Genfare FastFare fareboxes to maintain cash fare collection, fleetwide compatibility and support existing pass products; and

WHEREAS, LAVTA’s fixed infrastructure is designed to operate with Genfare farebox technology; and

WHEREAS, Genfare has provided a quote for the equipment, hardware, and software required to outfit the eight (8) new buses with FastFare fareboxes at a cost of \$163,735.39; and

WHEREAS, staff recommends awarding a single source contract to Genfare for the purchase and delivery of FastFare fareboxes and associated hardware and software, including a 10% contingency to address potential global pricing volatility.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Livermore Amador Valley Transit Authority authorizes the Executive Director to enter into a single source contract with Genfare in the amount of \$163,735.39 plus a 10% contingency, for a total not-to-exceed amount of \$180,108.93, for the purchase and delivery of eight (8) FastFare fareboxes and associated hardware and software.

PASSED AND ADOPTED this 1st day of June, 2026.

Julie Testa, Board Chair

ATTEST:

Christy Wegener, Executive Director

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STAFF REPORT

SUBJECT: TAAC Appointments for Terms Starting in FY2027

FROM: Kadri Klm, Senior Paratransit Planner
Mike Tobin, Director of Operations and Planning

DATE: June 1, 2026

Action Requested

Staff requests that the Board ratify the Tri-Valley Accessible Advisory Committee (TAAC) appointments for terms starting on July 1, 2026.

Background

The Tri-Valley Accessible Advisory Committee consists of community members who are appointed to represent their respective cities and Alameda County on accessibility issues facing senior and disabled residents on Wheels fixed route and Dial-A-Ride services. The TAAC also includes individuals representing public social service agencies. The TAAC is comprised of ten (10) representatives, five (5) alternates, and one (1) Alameda CTC Paratransit Advisory and Planning Committee (PAPCO) representative.

According to Section 3.3 of the TAAC bylaws “The term of appointment of each committee member and alternate shall generally be for a period of two (2) fiscal years, unless a one (1) year term is necessary to ensure continuity of membership and avoid all appointments expiring at the same time. Each member shall serve for a maximum of four (4) consecutive terms (i.e. eight (8) consecutive fiscal years). A member may continue to serve for additional consecutive terms beyond the maximum of four (4) consecutive terms (i.e. eight (8) consecutive fiscal years) if no other qualified applicants apply for the open position and the member is willing to serve. The member will be appointed as an Alternate unless there is an opening for a full voting member in their jurisdiction on the committee. The term shall be for one year.”

On June 30th 2026, terms will expire for five current TAAC members and alternates:

- Shawn Costello – Dublin Representative
- Andrea Renzulli – Dublin Alternate
- Judith LaMarre – Livermore Representative
- Trish Ward – Livermore Alternate
- Carmen Rivera-Hendrickson – Pleasanton Representative
- Jeffrey Jacobsen – Pleasanton Alternate
- Herb Hastings – Alameda County Representative
- Amy Mauldin – Social Services Representative

Discussion

LAVTA received seven applications for ten open positions starting in FY 2026/2027:

Dublin (1 member and 1 alternate needed):

- Shawn Costello – Current Dublin member
- Andrea Renzulli – Current Dublin alternate

Staff is recommending appointing the current Dublin alternate Andrea Renzulli for the Dublin representative position with term expiring in June 2028 and the current member Shawn Costello for the Dublin alternate position with term expiring in June 2027.

Livermore (1 member and 1 alternate needed):

- Judith LaMarre – Current Livermore Representative

Staff is recommending re-appointing Judith LaMarre for the Livermore representative position with term expiring in June 2028. The alternate position will remain open.

Pleasanton (1 member and 1 alternate needed)

- Carmen Rivera-Hendrickson – Current Pleasanton Representative
- Jeffrey Jacobsen – Current Pleasanton Alternate

Staff is recommending appointing the current Pleasanton alternate Jeffrey Jacobsen for the Pleasanton representative position with term expiring in June 2028 and the current member Carmen Rivera-Hendrickson for the Pleasanton alternate position with term expiring in June 2027.

Alameda County (1 member and 1 alternate needed)

- Herb Hastings - Current Alameda County Representative

Staff is recommending re-appointing Herb Hastings for the County of Alameda representative position with term expiring on June 2028. The alternate position will remain open.

Social Services Agencies (1 member and 1 alternate needed)

- Steven Cox – new applicant

Staff is recommending appointing Steven Cox for the Social Services representative position with term expiring on June 2028. The alternate position will remain open.

Action Requested

Staff recommends the Board of Directors ratify the TAAC appointments for terms starting on July 1, 2026.

Attachments:

1. TAAC Membership Terms
2. TAAC Applications Received

Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee (TAAC)

APPLICATION FOR TAAC MEMBERSHIP

GENERAL INFORMATION

Name Andrea Renzulli

Agency (if applicable) N/A

Address [REDACTED]

City Dublin Zip 94568

Home # _____ Work # _____ Mobile # _____

Email address: [REDACTED]

Which of the following open positions are you applying for?
(May check more than one, if applicable.)

- City of Dublin ✓
- City of Pleasanton _____
- City of Livermore _____
- Alameda County ✓
- Social Services Agency _____

You are eligible for your position because you are

A resident of the City or County and are

- Elderly ✓
- Disabled ✓
- A Caretaker for a Disabled person _____

Or

Employed in Social Services in the Tri Valley _____

Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee (TAAC)

1. Do you or your clients use Dial-A-Ride? If yes, how often?

I personally do not use Dial-A-Ride, but I have received feedback from those who do.

2. Do you or your clients use Fixed Route service? If yes, how often?

I have been using the Fixed Route service up to two times per week.

3. In a single statement, why do you want to be on this committee?

I want to make sure that our public transit meets the needs of our community (particularly its most vulnerable members).

4. What skills and knowledge do you feel you bring to this committee?

In addition to the skills/experience (in education, finance, communication, and advocacy) mentioned in my initial application, my recent experience as an alternate TAAC member has given me a deeper understanding of the workings of and issues facing LAUTA and our other local transportation agencies.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule? I am able to attend your regular meetings. My current schedule is somewhat flexible.

6. Please include any additional information that may assist the decision making process.

END OF APPLICATION

Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee (TAAC)

APPLICATION FOR TAAC MEMBERSHIP

GENERAL INFORMATION

Name Shawn Costello

Agency (if applicable) _____

Address [REDACTED]

City Dublin Zip 94568

Home # [REDACTED] Work # _____ Mobile # _____

Email address: [REDACTED]

Which of the following open positions are you applying for?
(May check more than one, if applicable.)

- City of Dublin x
- City of Pleasanton _____
- City of Livermore _____
- Alameda County _____
- Social Services Agency _____

You are eligible for your position because you are

A resident of the City or County and are

- Elderly _____
- Disabled x
- A Caretaker for a Disabled person _____

Or

Employed in Social Services in the Tri Valley _____

Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee (TAAC)

1. Do you or your clients use Dial-A-Ride? If yes, how often?

I ride Dial-A-Ride to and from meetings and when it's raining.

2. Do you or your clients use Fixed Route service? If yes, how often?

Yes, almost every day.

3. In a single statement, why do you want to be on this committee?

To continue serving on the committee would be a great honor.

4. What skills and knowledge do you feel you bring to this committee?

I have over 40 years of experience with Wheels buses and knowledge of wheelchair tie-downs. I can teach drivers how to tie down wheelchairs.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

Yes.

6. Please include any additional information that may assist the decision making process.

It's important that we have a great leadership on TAAC and I hope to be continually in this leadership role.

END OF APPLICATION

Livermore Amador Valley
TRANSIT AUTHORITY



Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee
(TAAC)

APPLICATION INSTRUCTIONS

ELIGIBILITY REQUIREMENTS

Residents of Pleasanton, Dublin or Livermore who are elderly, disabled or care for someone who is disabled may apply to be the representative for their city or county. Persons employed in the social services field in the Tri-Valley area may apply for the Social services position only.

RESPONSIBILITIES

Members are expected to represent the viewpoint of the elderly and disabled community of the Tri Valley and provide input on the Wheels services. Members also act as liaisons for Wheels by informing the general public about Wheels services and policies. Meetings are held every other month and are scheduled for sixty (60) minutes. For disabled members, transportation is provided on the Wheels Dial-A-Ride service for free both to and from the meeting. All members receive a pass which provides them with complimentary service on all Wheels fixed route buses while serving on the TAAC. Appointments to the TAAC are made by the elected officials who make up the Wheels Board of Directors.

Please send the filled out application to:

Attn: Kadri Kulm
LAVTA/Wheels
1362 Rutan Court, Suite 100
Livermore, CA 94551, or
kkulm@lavta.org

8.3_Attach 2_TAAC Application

APPLICATION FOR TAAC MEMBERSHIP

GENERAL INFORMATION

Name HERB FOSTER

Agency (if applicable) BESIMOKL CENTER

Address [REDACTED]

City DUBLIN Zip 94568

Home # _____ Work # _____ Mobile [REDACTED]

Email address: _____

City of Dublin
City of Pleasanton
City of Livermore
Alameda County
Social Services Agency

0 X If I I I I I I
 X
0 X

You are eligible for your position because you are

A resident of the City or County and are

Elderly _____
Disabled _____
A Caretaker for a Disabled person _____

Or

Employed in Social Services in the Tri Valley _____

8.3_Attach 2_TAAC Application
Attachment 2

1. Do you or your clients use Dial-A-Ride? If yes, how often?

Yes

2. Do you or your clients use Fixed Route service? If yes, how often?

Yes O C E I T I O N L

3. In a single statement, why do you want to be on this committee?

I AM A ADVOCATE - TRANSIT

4. What skills and knowledge do you feel you bring to this committee?

TRANSIT ADVOCATE SEVERAL LOCAL ASSOCIATIONS

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

Yes

6. Please include any additional information that may assist the decision making process.

MEMBER OF
BART PHOTO ILM
ADVISORY COMMITTEES

END OF APPLICATION

Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee (TAAC)

APPLICATION FOR TAAC MEMBERSHIP

GENERAL INFORMATION

Name Jeffrey Jacobsen

Agency (if applicable) N/A

Address [REDACTED]

City Pleasanton, CA Zip [REDACTED]

Home [REDACTED] Work # N/A Mobile # [REDACTED]

Email address: [REDACTED]

Which of the following open positions are you applying for?
(May check more than one, if applicable.)

- City of Dublin
- City of Pleasanton
- City of Livermore
- Alameda County
- Social Services Agency

You are eligible for your position because you are

A resident of the City or County and are

- Elderly
- Disabled
- A Caretaker for a Disabled person

Or

Employed in Social Services in the Tri Valley

Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee (TAAC)

1. Do you or your clients use Dial-A-Ride? If yes, how often?
yes, 5 times a week
2. Do you or your clients use Fixed Route service? If yes, how often?
NO.
3. In a single statement, why do you want to be on this committee?
Provide input on wheels services
4. What skills and knowledge do you feel you bring to this committee?
very knowledgeable in dial a ride and paratransit services.
5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?
yes, very flexible
6. Please include any additional information that may assist the decision making process.

END OF APPLICATION

RECEIVED

APPLICATION FOR TAAC MEMBERSHIP

APR 14 2026

GENERAL INFORMATION

Livermore Amador Valley
Transit Authority

Name Judy LaMorre

Agency (if applicable) —

Address 

City Livermore, CA Zip 94550

Home # _____ Work # _____ Mobile 

Email address: 

Which of the following open positions are you applying for?
(May check more than one, if applicable.)

- City of Dublin _____
- City of Pleasanton _____
- City of Livermore ✓
- Alameda County _____
- Social Services Agency _____

You are eligible for your position because you are

A resident of the City or County and are

- Elderly ✓
- Disabled ✓
- A Caretaker for a Disabled person _____

Or

Employed in Social Services in the Tri Valley _____

1. Do you or your clients use Dial-A-Ride? If yes, how often?

yes. I ride Dial-A-Ride
~~at~~ About once a week.

2. Do you or your clients use Fixed Route service? If yes, how often?

yes.
I use Fixed Routes almost
daily.

3. In a single statement, why do you want to be on this committee?

I ride the Fixed Route often, and the
Dial-A-Ride once a week, and I enjoy
learning about is coming to both. And if
there is any thing that I can add
I will.

4. What skills and knowledge do you feel you bring to this committee?

I gave up driving in 2006. I ~~have~~ have
learned very much during that time. (20 years)
And I have been on the committee for
7 or 8 years, and have learned more. If I can help
someone, I will.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

yes. I will be able to attend meetings
during regular business hours. My
schedule is flexible because I am retired

6. Please include any additional information that may assist the decision making process.

I remember when ~~the~~ Wheels
started 40 years ago. I ~~had~~ lived in San Ramon,
and across the street was Nublix. I would ride the
bus, whenever my END OF APPLICATION car broke down.

Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee (TAAC)

APPLICATION FOR TAAC MEMBERSHIP

GENERAL INFORMATION

Name Steven Cox

Agency (if applicable) _____

Address 

City Livermore Zip _____

Home #  Work  Mobile # 

Email address: 

Which of the following open positions are you applying for?
(May check more than one, if applicable.)

- City of Dublin _____
- City of Pleasanton _____
- City of Livermore _____
- Alameda County _____
- Social Services Agency X

You are eligible for your position because you are

A resident of the City or County and are

- Elderly _____
- Disabled _____
- A Caretaker for a Disabled person _____

Or

Employed in Social Services in the Tri Valley X

Livermore Amador Valley Transit Authority
Tri-Valley Accessible Advisory Committee (TAAC)

1. Do you or your clients use Dial-A-Ride? If yes, how often?

Yes, I work with Seniors who rely on ADA and Paratransit transportation for accessibility on a daily basis.

2. Do you or your clients use Fixed Route service? If yes, how often?

Yes, I work with Seniors who rely on fixed route transportation for accessibility on a daily basis.

3. In a single statement, why do you want to be on this committee?

I'm interested in serving on the Fixed Route Transportation Committee because I see it as an opportunity to strengthen how we connect people to the services that already exist. Many residents especially seniors, individuals with disabilities, and those without reliable access to vehicles aren't always aware of the different transportation options available to them or how to navigate the fixed route system effectively.

I want to better my understanding of the current services, identify gaps in awareness or accessibility, and help improve communication and outreach within the community.

4. What skills and knowledge do you feel you bring to this committee?

I have background in public sector operations, community engagement, and program management including transportation for special needs groups. My experience managing a city transportation program for seniors has provided me the skills in coordinating across departments, and committees working with diverse populations, and ensuring services are accessible and responsive to community needs.

My professional experience positions me to contribute thoughtful, practical input on improving transportation accessibility and service delivery.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

Yes, I am available to attend meetings during regular business hours. My schedule is flexible with advance notice of changes to meeting schedule or location.

6. Please include any additional information that may assist the decision making process.

I would bring a strong commitment to public service, with experience collaborating across agencies, and engaging with diverse populations, including seniors and individuals with varying abilities, to provide input on inclusive and accessible transportation in our community.

END OF APPLICATION

APPLICATION FOR TAAC MEMBERSHIP

GENERAL INFORMATION

Name Carmen Rivera Hendrickson

Agency (if applicable) _____

Address 

City Hayward Zip 

Home #  Work# _____ Mobile# _____

Email address: 

Which of the following open positions are you applying for?
(May check more than one, if applicable.)

- City of Dublin _____
- City of Pleasanton ✓ _____
- City of Livermore _____
- Alameda County _____
- Social Services Agency _____

You are eligible for your position because you are

A resident of the City or County and are

Elderly _____

Disabled _____

A Caretaker for a Disabled person _____

Or

Employed in Social Services in the Tri Valley _____

1. Do you or your clients use Dial-A-Ride? If yes, how often?

Yes, When transport available

2. Do you or your clients use Fixed Route service? If yes, how often?

yes when I can get transport.

3. In a single statement, why do you want to be on this committee?

I have been working on help person with better transit.

4. What skills and knowledge do you feel you bring to this committee?

I have work on transport for more than 30 years. at Givley, County, State

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

Yes.

6. Please include any additional information that may assist the decision making process.

I am PAPCO CTC transport

END OF APPLICATION

Tri-Valley Accessible Advisory Committee (TAAC)
Membership Directory for FY 2026
As of June 2, 2025

Dublin Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Sue Tuite	2 years	July 2025	June 2027
Andrea Renzulli	2 years	July 2026	June 2028
Shawn Costello (Alternate)	1 year	July 2026	June 2027

Livermore Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Judith LaMarre	2 years	July 2026	June 2028
Susan O'Neill	2 years	July 2025	June 2027
VACANT (Alternate)			

Pleasanton Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Jennifer White	2 years	July 2025	June 2027
Jeffrey Jacobsen	2 years	July 2026	June 2028
Carmen Rivera-Hendrickson (Alternate)	1 year	July 2026	June 2027

Alameda County Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Herb Hastings	2 years	July 2026	June 2028
VACANT (Alternate)			

Social Services Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Steven Cox	2 years	July 2026	June 2028
Janeen Rubino-Brumm	2 years	July 2025	June 2027
Kathryn Gilbreth	2 years	July 2025	June 2027
VACANT (Alternate)			

PAPCO Representative

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Esther Waltz	N/A	2014	Same as PAPCO Term

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STAFF REPORT

SUBJECT: Resolution Accepting the Interstate 580 Net Toll Revenue Funds from Alameda County Transportation Commission for Emergency Transit Operations for Fiscal Years 2026-2027 and 2027-2028

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: June 1, 2026

Action Requested

The Finance and Administration Committee recommend the Board of Directors approve Resolution 20-2026, authorizing the Executive Director to execute a funding agreement with the Alameda County Transportation Commission accepting \$4,000,000 in Interstate 580 Net Toll Revenue Funds to support Emergency Transit Operations for Fiscal Years 2026-2027 and 2027-2028.

Background

The Alameda County Transportation Commission (Alameda CTC) administers and operates the express lanes on I-580 in Alameda County and defines eligible uses of toll revenues. In October 2025, Alameda CTC solicited information about candidate projects to be considered for a maximum of \$10 million in I-580 Express Lanes Net Toll Revenue identified as available for programming. Potential project sponsors were asked to submit a maximum of one candidate project with a maximum request of \$4 million. To be eligible for consideration, projects needed to meet the following criteria:

- Sponsored by a jurisdiction or transit agency along the I-580 corridor in which the express lanes operate
- Ability to demonstrate direct benefits to the I-580 corridor
- Completed scoping document
- Complete funding plan for the requested phase
- Ability to provide a governing-body approved Resolution of Local Support within 60 days of Commission funding approval
- Consistency with Countywide Transportation Plan and Commission prioritization principles

Concurrent with Alameda CTC's request for project information, SB 63 was enacted, authorizing a regional transit revenue measure to be placed before voters in November 2026 (now known as "Connect Bay Area") and including a guaranteed funding set-aside for LAVTA. Prior to this, LAVTA and other transit operators had already identified an immediate need for short-term operating support prior to such time as any new revenue collected would

begin to flow to transit agencies. Accordingly, this need was advanced as LAVTA’s top priority for funding consideration to serve as a critical bridge to sustain the agency’s operations until new revenues become available.

Discussion

On February 26, 2026, Alameda CTC approved the I-580 Express Lane Expenditure Plan and awarded \$4,000,000 in Net Revenue for the two years of operating funding requested by LAVTA. Because these funds come from a new revenue source not covered under LAVTA’s existing Master Funding Agreement executed in 2016, Alameda CTC requests that LAVTA execute a new funding agreement to receive these funds, and that the Board of Directors adopt a resolution committing the necessary matching funds and stating the necessary assurances to complete the project (Attachment 1).

Fiscal Impact

Funds for the first year of the project were included in the agency’s FY 27 operating budget. The two-year project budget including LAVTA’s local match commitment is:

	I-580 Express Lanes Net Revenue	Matching Funds	Total Funding
FY27 Operations	\$2,000,000	\$13,000,667	\$15,000,667
FY28 Operations	\$2,000,000	\$13,750,700	\$15,750,700
Total	\$4,000,000	\$26,751,367	\$30,751,367
%	13.01%	86.99%	100.00%

Next Steps

Upon Board approval, the Executive Director will execute the funding agreement, making the funds available to the agency to implement the project.

Recommendation

The Finance and Administration Committee recommend the Board of Directors approve Resolution 20-2026, authorizing the Executive Director to execute a funding agreement with the Alameda County Transportation Commission accepting \$4,000,000 in Interstate 580 Net Toll Revenue Funds to support Emergency Transit Operations for Fiscal Years 2026-2027 and 2027-2028.

Strategic Plan Goal

- 5. Organizational and Financial Management
 - 5.1 Pursue and apply grant funding for high priority LAVTA initiatives
 - 5.2 Produce a balanced budget every year

Attachments:

- 1. Resolution 20-2026

Resolution No. 20-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY (LAVTA)
ACCEPTING THE I-580 NET TOLL REVENUE FUNDS FROM
ALAMEDA COUNTY TRANSPORTATION COMMISSION
FOR EMERGENCY TRANSIT OPERATIONS FOR FISCAL YEARS 2026/27 &
2027/28 AND COMMITTING ANY NECESSARY MATCHING FUNDS AND
STATING ASSURANCES TO COMPLETE THE PROJECT**

WHEREAS, the Alameda County Transportation Commission (“Alameda CTC”) administers funding programs for projects and programs that benefit the Alameda County transportation system, such as I-580 Net Toll Revenues (“Net Revenue”); and

WHEREAS, the Livermore Amador Valley Transit Authority (“LAVTA”) is the project sponsor for Emergency Transit Operations for Fiscal Years 2026/27 and 2027/28 (“Project”) and submitted a funding application (“Application”) to Alameda CTC; and

WHEREAS, the Project will support implementation of two years of fixed-route transit operations throughout LAVTA’s service area; and

WHEREAS, Alameda CTC adopted the I-580 Express Lane Expenditure Plan (“Expenditure Plan”) and awarded \$4,000,000 in Net Revenue to LAVTA for the implementation and delivery of the Operations of the Project at its Commission meeting on February 26, 2026; and

WHEREAS, there are no legal impediments to LAVTA accepting funding and there is no active, pending or threatened litigation that may adversely affect the proposed Project or the ability of LAVTA to deliver such Project; and

WHEREAS, LAVTA authorizes its Executive Director or designee to execute an agreement with Alameda CTC for Net Revenue for the Project as referenced in this Resolution; and

WHEREAS, as part of the requirements to receive Net Revenue, Alameda CTC requires a resolution adopted by LAVTA stating the following:

1. LAVTA will implement the Project as described in the Application; and
2. LAVTA will have adequate staffing resources to deliver and complete the Project within the time period identified in the Application; and
3. LAVTA understands it will enter into a Project Funding Agreement (“Agreement”) with Alameda CTC, and will comply with the Agreement’s requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. LAVTA is committed to deliver the Project consistently with the Commission approved Expenditure Plan, as it may change, for the funds awarded by the Commission to the Project; and
5. LAVTA is committed to secure matching funds as proposed in the Application

- required for awarded Net Revenue, by phase; and
6. LAVTA is committed to provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Net Revenue; and
 7. LAVTA understands that Net Revenue awarded to the Project is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Net Revenue; and
 8. LAVTA understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between LAVTA and Alameda CTC; and
 9. LAVTA is committed to comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Net Revenue, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

NOW, THEREFORE, BE IT RESOLVED that LAVTA agrees to accept award of \$4,000,000 in Net Revenue for the Project; and be it further

RESOLVED that LAVTA hereby confirms that there is no pending or threatened litigation that might in any way adversely affect LAVTA's ability to implement and deliver the proposed Project; and be it further

RESOLVED that LAVTA authorizes its Executive Director or designee to execute the funding Agreement with Alameda CTC; and be it further

RESOLVED that LAVTA shall provide Alameda CTC with a fully executed copy of this Resolution prior to execution of the Agreement; and be it further

RESOLVED that the LAVTA Board of Directors, by adopting this resolution, hereby confirms that:

1. LAVTA will commit to implementing the Project as described in the Application; and
2. LAVTA will have adequate staffing resources to deliver and complete the Project within the time period identified in the Application; and
3. LAVTA understands it will enter into an Agreement with Alameda CTC, and will comply with the Agreement's requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. LAVTA commits to delivering the Project consistently with the Commission approved Expenditure Plan, as they may change, for the funds awarded by the Commission to the Project; and
5. LAVTA will commit matching funds as proposed in the Application against the awarded Net Revenue by phase in the amount of \$26,751,367, anticipated to be from other local sources; and

6. LAVTA will provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Net Revenue; and
7. LAVTA understands that Net Revenue awarded to the Project are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Net Revenue; and
8. LAVTA understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between LAVTA and Alameda CTC; and
9. LAVTA will comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Net Revenue, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

APPROVED AND PASSED this 1st day of June 2026.

Julie Testa, Chair

ATTEST:

Christy Wegener, Executive Director

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STAFF REPORT

SUBJECT: Resolution of the Board of Directors Appreciating the Bravery of Vanessa Alvarez

FROM: Christy Wegener, Executive Director

DATE: June 1, 2026

Action Requested

Staff requests that the Board of Directors adopt the Resolution 21-2026, recognizing Vanessa Alvarez for her outstanding bravery and rapid response to multiple emergency incidents at the Livermore Transit Center.

Background and Discussion

Ms. Alvarez has been employed with LAVTA since 2007 working as a Customer Service Representative at the Livermore Transit Center. In 2024, Ms. Alvarez was promoted to Customer Service Center Supervisor.

As the Supervisor, Ms. Alvarez is responsible for managing a variety of issues that arise at the Transit Center. Most recently, Ms. Alvarez had to manage two separate emergency incidents that occurred over a one-week period.

- On Friday May 1, Ms. Alvarez was alerted to a woman who had locked herself inside the public restroom and remained unresponsive to repeated knocks. Acting swiftly out of concern for the individual's safety, she immediately called 911. The Livermore Fire Department responded and forced entry, finding the individual safe.
- On Tuesday, May 5, a different woman went into the public restroom, closed the door and started a fire using toilet paper directly in front of the closed door. The fire ultimately blocked the restroom door, trapping the individual inside. Recognizing the immediate danger, Ms. Alvarez jumped into action, dialed 911, and attempted to force open the door to rescue the distressed woman who eventually released the door and was subsequently detained by responding police and fire personnel.

Ms. Alvarez deserves recognition for her bravery and willingness to jump into action in an emergency.

Recommendation

Staff recommend the Board adopt Resolution 21-2026, recognizing and appreciating the bravery of Vanessa Alvarez, who recently has managed multiple emergency incidents at the Livermore Transit Center.

Strategic Plan Goal Area

Organization and Financial Management: Create and implement policies that establish a positive culture and working environment, making LAVTA an employer of choice.

Attachments:

1. Resolution 21-2026

RESOLUTION NO. 21-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
RECOGNIZING THE BRAVERY OF VANESSA ALVAREZ**

WHEREAS, Ms. Vanessa Alvarez has served the Livermore Amador Valley Transit Authority with dedication and professionalism, working in Wheels Customer Service at the Livermore Transit Center since 2007, with a promotion to Customer Service Supervisor in 2024; and

WHEREAS, as Customer Service Supervisor, Ms. Alvarez has the responsibility of overseeing the daily operations at the Transit Center, which includes managing a variety of incidents that occur from time to time; and

WHEREAS, over the week of May 1, 2026, Ms. Alvarez dealt with two serious incidents inside the Transit Center building where there was risk to both life and property; and

WHEREAS, during those two incidents, Ms. Alvarez demonstrated bravery, reacted calmly, and acted swiftly in calling emergency services; and

WHEREAS, while Ms. Alvarez often deals with incidents at the Transit Center, her involvement in these two most recent emergencies reflects a level of dedication and professionalism that deserves special recognition.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that it hereby recognizes Ms. Vanessa Alvarez and expresses its sincere appreciation for her brave and swift actions.

PRESENTED, PASSED AND ADOPTED this 1st day of June 2026:

Julie Testa, Chair

ATTEST:

Christy Wegener, Executive Director

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STAFF REPORT

SUBJECT: Election of LAVTA Chair and Vice Chair

FROM: Christy Wegener, Executive Director

DATE: June 1, 2026

Action Required

Elect a new Chair and Vice Chair of the LAVTA Board of Directors for FY 2027.

Background

Per the Bylaws, the FY 2026 LAVTA Chair should represent the Alameda County and the Vice Chair should represent the City of Dublin.

Sections 4.03, 4.04 and 4.05 of LAVTA Bylaws read as follows:

- 4.03** Term of Office. The Chair and Vice Chair shall serve one (1) year terms of office commencing on July 1 of each year. There shall be no limit on the number of terms that a Director may serve as Chair or Vice Chair. The Chair shall rotate among the four Members on an annual basis with a Pleasanton, County, Dublin, and Livermore sequence.
- 4.04** Qualifications. In casting votes for Chair and Vice Chair, members of the Board may consider the candidate's leadership qualities, ability to conduct meetings of the Board expeditiously and fairly, and willingness to represent and implement positions adopted by the Board when such positions are at variance with his/her political views, as well as any other factors deemed pertinent.
- 4.05** Nomination and Election of Officers Nomination and election of officers shall be carried out in such a manner and schedule as determined by the Board of Directors.

Next Steps

Per the Bylaws of the Authority, the Chair shall appoint the members of the Committees and the Chair of each committee subject to Board approval. If there are fewer than three standing committees, the Chairs of committees will be from jurisdictions other than that of the Chair and Vice-Chair.

The following is the current membership of the two LAVTA committees:

Project and Services Committee

Jean Josey (Dublin), Chair
Evan Branning (Livermore), Vice Chair
Craig Eicher (Pleasanton)
David Haubert (County of Alameda)

Finance and Administration Committee

Kristie Wang (Livermore), Chair
Michael McCorrison (Dublin), Vice Chair
Julie Testa (Pleasanton)

Board members should advise the Board Chair if they would like to be considered for a different committee assignment within the next two weeks. At the July Board meeting the Chair will bring back recommendations for both committee membership and committee Chair positions for Board consideration.

Recommendation

Staff recommend the Board nominate and elect a LAVTA Board Chair and Vice Chair for FY27 in accordance with the agency's bylaws.

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

S T A F F R E P O R T

SUBJECT: Task Order Contract Award for Construction Document Preparation Services for the Atlantis Facility

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: June 1, 2026

Action Requested

Staff requests that the Board of Directors approve Resolution 22-2026, authorizing the award of Task Order Contract between LAVTA and Kimley-Horn and Associates (Kimley-Horn), to perform design-engineering services necessary to carry out the Construction Document design phase for LAVTA’s Atlantis Operations & Maintenance Facility, and that the Board authorize the LAVTA Executive Director to finalize all details and execute said Agreement between LAVTA and Kimley-Horn.

Background

In September 2022, Kimley-Horn completed 60% Plans Specifications & Estimates (PS&E) for the necessary improvements to complete the Atlantis Operations & Maintenance Facility, including a 34,000-square-foot maintenance building, a 22,000-square-foot administration and operations building, related sitework and electrical improvements, and landscaping, and submitted the design package to the City of Livermore Planning Commission for approval. In May 2023, the Livermore Planning Commission approved LAVTA’s Planning Application package for the construction of the Atlantis Operations & Maintenance Facility with additional conditions. The 60% of plans provided for 100% bridging documents for a design-build construction methodology, with which LAVTA staff began to seek funding to complete the construction phase. The initial two-year entitlement was extended for an additional year in May 2025, through May 2, 2026.

In April 2025, the Metropolitan Transportation Commission (MTC) approved programming of \$1,060,318 in FY 2024 Federal Transit Administration (FTA) formula funds to support further pre-construction design-engineering, project-management, and related technical support for construction of LAVTA’s Atlantis Facility; and updated the regional Transportation Improvement Program (TIP) accordingly with Revision 2025-09, which was approved by FTA on May 23, 2025.

Separately, in September 2025, FTA notified LAVTA of its successful application for \$63,951,145 in FY 2025 and FY 2026 Low or No Emission Bus Program discretionary funds to purchase replacement buses and construct the Atlantis operations and maintenance facility, of which \$61,037,280 was budgeted for completion of the facility, apart from the hydrogen fueling station component, which has already achieved 100% funding separately from other

federal sources. The award and Project ID were published in the Federal Register on January 15, 2026. Since then, LAVTA staff has been working with MTC to program the funds in the TIP and with FTA staff to confirm the National Environmental Policy Act (NEPA) determination for the project consistent with the eligibility for a Categorical Exclusion finding as proposed in the project application, both of which actions remain pending further action by MTC and FTA. Once completed, LAVTA will be able to apply to FTA to obligate these funds for the construction phase. Concurrently, staff has also been developing solicitation documents to procure services of a professional project-management consultant to assist with all aspects of the Atlantis project's development and implementation, which is expected to be issued for advertisement in the coming weeks.

In January 2026, City of Livermore staff contacted LAVTA concerning the upcoming expiration of LAVTA's construction entitlement on May 2, 2026. LAVTA staff and the project's technical consultants conferred on whether given the pending construction funding it was more advantageous to extend the entitlement one additional and final year through May 2027, or to undertake a full re-application effort after the full construction funding was secured. After evaluating the potential risks and benefits of both approaches to the project's ultimate completion in the context of these and other factors, LAVTA staff decided to advance the project within the current entitlement conditions using available pre-construction funding separate from the LowNo award. On April 21, 2026, the Livermore Planning Commission approved the final available one-year extension of LAVTA's Site Plan Design Review Modification 22-017 entitlement for the LAVTA Administration Building and Maintenance Facility at 875 Atlantis Court through May 2, 2027, with the condition that LAVTA obtain a grading or building permit by this date.

Discussion

Following the Planning Commission's April 21 action, LAVTA staff requested a Task Order Proposal from Kimley-Horn consistent with the terms of LAVTA's On-Call Engineering Services contract (RFP #2021-04) for design-engineering services to complete Building Permit Review documents for the Atlantis Facility to fulfill the requirements of the City's entitlement approval.

Kimley-Horn and their architectural subconsultant Heller Manus Architects propose to take the current Design Documents (60% Bridging Set) and add sufficient detail to make an initial application submittal for City Building Permit review by the end of the 2026 calendar year, as further described in [Attachment 2](#). The proposed work will conclude in the pre-construction phase with support in handing the project off to LAVTA's selected Design-Build entity, which upon award of that contract will complete the work through the construction phase.

The effort will also afford LAVTA the opportunity to make further refinements to the plans in accordance with the full funding plan now available for the construction phase, including any and all FTA requirements expected to apply upon execution of the final grant agreement for the LowNo funds, which is expected to be finalized no sooner than early 2027, pending future actions by MTC and FTA to program the funds and finalize the project's determination as Categorically Excluded from NEPA under 23 CFR § 771.118(c)(9).

As LAVTA expects to bring on a third-party professional project manager to oversee all aspects of the Atlantis project in the coming months, some work anticipated is reserved as additional and/or optional as part of this Task Order, including among others, value-engineering and cost-estimating services. LAVTA will determine whether it is more advantageous to conduct that work as part of Kimley-Horn’s ongoing efforts or under the direction of the third-party project management consultant once the Board has approved the scope for those services and the proposed consultant’s and subconsultants’ qualifications in a separate on-call professional services contract.

Fiscal Impact

Following negotiation among LAVTA, Kimley-Horn, and their architectural subconsultants, the fee for the development of the Building Permit Review documents totals \$874,900; this amount includes \$96,000 of optional cost-estimating services, which work LAVTA may reserve for the third-party project manager to complete as an alternative. A 10 percent contingency of \$87,490 brings the total not-to-exceed amount to \$962,390. Funding is included in LAVTA’s FY26 capital budget as follows:

Fund Source	\$	%
FTA FY24 5307 Formula	\$769,912	80
Local Match	\$192,478	20
Total	\$962,390	100

Additional budgetary capacity for pre-construction activities is reserved in the approved FY 2027 capital budget to support the services of a third-party professional project manager to be acquired separately, who will help oversee the work and provide other services deemed necessary once on board. Until then, LAVTA staff will continue to oversee the work.

Next Steps

Upon approval by the Board of Directors, the Executive Director will finalize and execute Task Order #11 with Kimley-Horn and finalize the schedule to complete the work by the end of the 2026 calendar year. Concurrently, LAVTA will secure the services of a third-party project management consultant to coordinate on additional work as deemed necessary including value-engineering, cost-estimating, and preparation of solicitation documents for the construction contract, which will overlap and continue into 2027 to prepare for advertisement of the construction contract once a full funding agreement with FTA is executed for the LowNo award.

Recommendation

Staff recommends that the Board of Directors approve Resolution 22-2026, authorizing the Executive Director to execute a Task Order Contract with Kimley-Horn and Associates for design-engineering services for the Atlantis Facility Building Permit Review Documents, for a not-to-exceed amount of \$874,900 with a contingency amount of \$87,490 to be utilized at the discretion of the Executive Director.

Strategic Plan Goal

- 5. Operational Effectiveness
 - 5.5. Determine a realistic timeframe for completing the Zero Emission Bus transition and Atlantis Facility

Attachments:

- 1. Resolution 22-2026
- 2. Kimley-Horn Proposed Task Order 11

RESOLUTION NO. 22-2026

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER
11 WITH KIMLEY-HORN AND ASSOCIATES FOR DESIGN-ENGINEERING
SERVICES FOR THE ATLANTIS FACILITY BUILDING PERMIT REVIEW
DOCUMENTS**

WHEREAS, on April 1, 2022, the Livermore Amador Valley Transit Authority (“LAVTA”) and Kimley-Horn and Associates (“Kimley-Horn”) entered into an agreement for On-Call Engineering Services; and

WHEREAS, in April 2025, the Metropolitan Transportation Commission (MTC) approved programming of \$1,060,318 in FY 2024 Federal Transit Administration (FTA) formula funds to support further design-engineering, project-management, and related technical support for construction of LAVTA’s Atlantis Facility; and updated the regional Transportation Improvement Program (TIP) accordingly with Revision 2025-09, approved April 23, 2025; and

WHEREAS, on May 23, 2025, FTA approved MTC’s programming of \$1,060,318 in FTA formula funds for additional pre-construction design-engineering, project management, and technical consulting for the Atlantis Facility; and

WHEREAS, these FTA funds and their corresponding local matching funds were included in LAVTA’s FY 2026 capital budget; and

WHEREAS, on April 21, 2026, the Livermore Planning Commission extended LAVTA’s Site Plan Design Review Modification 22-017 entitlement for the LAVTA Administration Building and Maintenance Facility at 875 Atlantis Court through May 2, 2027; and

WHEREAS, LAVTA now requires the services of a design-engineering firm to fulfill the conditions of the existing entitlement, including providing design-engineering services to add sufficient detail to make a timely application submittal for City Building Permit review; and

WHEREAS, Kimley-Horn is the most-qualified, highest-ranked on-call firm available to complete the work necessary to execute the Building Permit Review Documents project; and

WHEREAS, Kimley-Horn and LAVTA staff have negotiated a detailed scope of work for the Building Permit Review Documents project for a firm fixed fee of \$778,900, with an additional \$96,000 in Optional Services; and

WHEREAS, LAVTA staff has determined the price offered to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director is authorized to execute Contract Task Order 11 with Kimley-Horn and Associates for a not-to-exceed amount of \$874,900, with a contingency amount of \$87,490 to be utilized at the discretion of the Executive Director for design-engineering services for the Atlantis Facility Building Permit Review documents.

PASSED AND ADOPTED by the governing body of the Livermore Amador Valley Transit Authority (LAVTA) this 1st day of June 2026.

Julie Testa, Chair

ATTEST

Christy Wegener, Executive Director

**Kimley-Horn Task Order No. 11
Livermore Amador Valley Transit Authority
Scope of Services
For On-Call Engineering Consulting Services**

May 27, 2026

Kimley-Horn and Associates, Inc. is currently contracted with Livermore Amador Valley Transit Authority (LAVTA) for On-Call Engineering Consulting Services. This scope of services is for Task Order No. 11 under the On-Call Agreement signed April 1, 2022, to assist LAVTA with the Construction Document design phase for LAVTA's transit facility.

The scope of services for this Task Order is described below.

BACKGROUND

The consultant, Kimley-Horn and Associates, Inc. (KHA) is submitting this scope of work to provide professional design of the bus maintenance facility at Atlantis Court. Kimley-Horn understands that LAVTA ultimately wants to deliver this project through a Design-Build contract with a general contractor but has not yet secured the funding to move forward in this manner. As an interim step, Kimley-Horn will coordinate and prepare the first round submittal Building Permit package for the project. The intent is to submit this package prior to the end of the 2026 calendar year in order to vest the project entitlement which is at risk of expiring unless a Building Permit submittal is made.

PROJECT DESCRIPTION AND KEY ASSUMPTIONS

This scope of work will take the current Design Documents (60% Bridging Set) and add sufficient detail to make an initial application submittal for City Building Permit review. The scope of work of this task order is based upon the following key assumptions:

1. Kimley-Horn understands that the selected Design-Build contractor will assume responsibility for preparation of design documents following the initial permit application and will address all jurisdictional comments required for permit approval.
2. Design of a hydrogen fueling facility is excluded. Space will be allocated for a future facility consistent with the depiction on the 60% Bridging Set Design Documents.
3. The services for all design phases will be performed according to a schedule mutually determined by LAVTA and KHA with the goal of submitting the first round Building Permit package for review to the City of Livermore prior to the end of the 2026 calendar year.

SCOPE OF WORK

Kimley-Horn will perform the Scope of Work specifically set forth below.

Task 100 – Design Kick-Off and Concepts

Kimley-Horn will review past documentation, reports, and site analysis data along with current design codes and requirements. The team will develop a list of program elements and suggested modifications to be presented to the Client team at the kick-off meeting.

After the kick-off meeting and receiving updated program needs, Kimley-Horn will revisit designs of building courtyards at east and west ends of the Administration & Operations building with any updated

changes to the building design. In collaboration with the Architect and Design Team, Kimley-Horn will develop two concept alternatives for each courtyard, with rendered plans, sections and reference images. The concept plans will be presented to the Client for input and review. After receiving feedback, Kimley-Horn will move forward with a single, refined design.

Task 200 – Site Improvement Construction Documents

Kimley-Horn will prepare initial construction documents for the site engineering and landscape architecture design of the facility. The plans and drawings prepared under this task will advance the 60% Bridging Set to provide the additional detail for an initial construction document set and incorporate the City of Livermore's Building Permit requirements.

This design phase will include services from site civil, landscape architecture, site lighting, and site electrical as described below. The plans will incorporate all plan check elements from the City review comments during the Planning process, including any Conditions of Approval, and will be submitted for a first round Building Permit application review with the City of Livermore.

Deliverables will include one interim submittal for consultant and Client coordination and one final submittal to the Building Department.

A. Civil Engineering

The Civil plans will be designed to current CBC, CalGreen and City of Livermore Standards. This includes detailed design for the parking lot and maintenance yard with site features such as accessible path of travel, ADA stalls, EV parking stalls, fence/gates, and storm water treatment areas. The plans will depict domestic water, wastewater, and storm drain utilities. This design of these utilities will include pipe material, line sizes and pipe slopes, which will be shown from the building face to the public point of connection. Utility profiling will not be included as part of this scope.

The Civil plan set is anticipated to consist of:

- Civil Cover Sheet
- General Notes
- Existing Conditions / Topographic Survey
- Demolition Plan(s)
- Site Improvement Plan(s)
- Grading Plan(s)
- Detailed Grading Enlargements
- Drainage Plan(s)
- Water & Sewer Plan(s)
- Storm Water Control Plan
- Erosion Control Plan and Details
- Fire Access Plan
- Striping and Signing Plan
- Construction Details

B. Landscape Architecture

The Landscape plans will detail the proposed site planting, hardscape materials, furnishings, and irrigation design.

The Landscape plan set is anticipated to consist of:

- Tree Mitigation Notes and Schedules
- Tree Mitigation Plan(s)
- Tree Mitigation Details
- Landscape Material Notes and Schedules
- Landscape Material and Furnishings Plans
- Landscape Material and Furnishings Details
- Planting Notes and Schedules
- Planting Plans(s)
- Planting Details
- Irrigation Notes and Schedules + MWELC Calculations
- Irrigation Plan(s)
- Irrigation Details
- Landscape Lighting Plan(s)
- Landscape Lighting Details

The Tree Mitigation Plan and Details will locate existing trees to be removed, and those to remain and be protected. The Landscape Materials and Furnishings plans will depict building footprints, overhangs, site walkways, plazas, surface utility structures, trash/recycling receptacles, bicycle parking, vehicular bollards, tree grates, planters and seating. The Planting Plans will show all tree and shrub locations and recommended species; container size, species quantity and WUCOLS rating will be listed within the plant legend. Irrigation Plans will document irrigation infrastructure with specifications and MWELC Calculations. Lighting Plans will identify locations of pedestrian scale pole lights, bollard lighting and illumination of site signage, and be coordinated with the Electrical Plans. Additionally, photo imagery will be used to convey intended materials and design direction for lighting, furnishings and plant groupings.

C. Site Lighting/Security Plans

Site lighting plans will include luminaire locations, conduit and conductor information as well as circuit and service information. In addition, Kimley-Horn will coordinate with LAVTA staff to produce a site security plan showing the location of system elements including conduit, cabling (electrical and communications), and termination equipment. It is assumed that CCTV cameras are not required or will be provided to Kimley-Horn by LAVTA staff and Kimley-Horn will not be responsible for determining CCTV locations/coverage.

The plan sheets associated with this task are anticipated to include:

- Lighting Plan(s)
- Security Plan(s)
- Wiring Diagram

The following services are excluded but can be provided as additional services if requested:

- Foundation design for light poles and CCTV poles
- CCTV Plan(s)
- CCTV Details
- CCTV line of site analysis
- CCTV coverage analysis

D. Site Electrical Plans

Site electrical plans will include EV supply equipment, conductor information as well as circuit and service information. The plans will locate and size transformers, service lines, and switchboards for both the EV service and buildings, as well as include voltage drop and load calculations for the site electrical equipment.

It is assumed that the existing site transformer will be sufficient to serve the two proposed buildings but a new transformer will be required for the EV service. Kimley-Horn will coordinate with PG&E to submit a New Business application for the design of the EV service. We will provide PG&E the electrical loads associated with the service as well as identify the intended primary service route and transformer location as required for PG&E to prepare their design.

PG&E coordination of the building electrical services is excluded from this scope as building electrical design is not included in this phase of the project. This coordination can be performed as an additional service if load calculations including supporting building panel schedules, equipment schedules, fixture schedules, and any other anticipated building electrical loads are provided to Kimley-Horn.

The plan sheets associated with this task are anticipated to include:

- Site Electrical Plan(s)
- Site Electrical Schedules
- EV Charging One-Line Diagram and Service Calculations
- EV Charging System Details

Task 210 – Final Stormwater Control Plan

Kimley-Horn will build on the preliminary Stormwater Control Plan (prepared during the Entitlement phase) and prepare a Final Stormwater Control Plan to be submitted to the City. The Final Stormwater Control Plan will detail structural and non-structural Best Management Practices (BMPs) and the required Low Impact Development BMPs. The final Stormwater Control Plan will be consistent with the County's Water Pollution Prevention Plan and include an Operation and Maintenance plan detailing the required maintenance activities and the frequency at which they are required to be performed.

This project will be subject to Hydromodification requirements as it creates over 1 acre of new impervious surfaces and is in a hydromodification applicable zone. Kimley-Horn will prepare a hydrology model using the Bay Area Hydrology Model (BAHM) tool to size post-construction best management practices to mitigate the proposed development rainfall runoff peak flows in excess of the existing condition. The deliverable for this task will include a final stormwater management plan sheet and supporting forms/calculations.

Task 300 – Building Architecture

Kimley-Horn will contract with Heller Manus Architects to provide design services for the Admin & Operations building and the Maintenance Building. Heller Manus will provide the limited building design services described in the attached Professional Service Agreement in **Appendix A**.

Task 310 – Structural Construction Documents

Kimley-Horn will prepare initial construction documents for the structural design elements of the facility. The plans and drawings prepared under this task will advance the 60% Bridging Set to provide the additional detail for an initial construction document set and incorporate the City of Livermore's Building Permit requirements.

Deliverables will include one interim submittal for consultant and Client coordination and one final submittal to the Building Department.

Kimley-Horn will:

- Coordinate with the geotechnical engineer for design of foundation components.
- Advance structural analysis and design based on criteria established in the 60% design set dated 11/23/2023.
- Complete structural analysis and design of the primary structural system, including gravity and lateral-force resisting components.
- Complete modeling of the primary structural system in REVIT for inclusion within the Architect's model. The structural elements will be modeled to a BIM Level of Development (LOD) 300.
- Identify pre-engineered structural elements or delegated design components.
- Complete typical details for foundation construction and elevated framing system.
- Assist the Architect in coordination with the building code officials.
- Prepare Construction Documents for the Admin & Operations building and Maintenance building consisting of:
 - Typical details and structural notes
 - Foundation plans
 - Floor framing plans
 - Roof framing plans
 - Foundation schedule and details
 - Structural wall schedules, elevations and details
 - Framing details
 - Connection details
- Provide structural analysis and design of the proposed bus canopy structure.
 - The structure is assumed to be a steel framed structure that will support a metal deck and future PV array.
- Prepare structural components of the Statement of Special Inspections, if applicable.

Task 400 – Project Specifications

The Design Team will update and provide construction document level specifications to support the initial Building Permit submittal plan set. The project specifications will be further developed from the outline specifications previously provided. The specifications prepared will document materials proposed for use, interior finishes, applicable codes and standards and methods of construction. Specifications will be prepared in CSI format. Separate specification volumes will be prepared for each component of the site.

Task 500 – Project Management and Coordination

Kimley-Horn will prepare meeting agendas and draft presentations or other handouts to support LAVTA at stakeholders/partner meetings. We will attend these meetings and prepare summary meeting notes for

LAVTA. The Design Team will also coordinate with LAVTA and City of Livermore staff as needed to produce the design documents in accordance to LAVTA and City of Livermore design standards.

Task 510 – Team Meetings & Coordination

We will schedule and attend weekly or bi-weekly project status update conference calls or meetings consistent with the project schedule as determined by LAVTA. These calls will be led by Kimley-Horn and attended by project team members, LAVTA staff, and will be open to other relevant stakeholders or partners.

Task 520 – Permit Processing

This task includes coordination and meetings with the City of Livermore staff for Building and Demolition Permit submission as well as attendance and preparation for any City meetings. This task also includes effort to put together documents and applications for the City of Livermore Building Permit review process as well as exhibits or figures to supplement the drawings as needed.

Effort for submittals, applications, and additional permitting efforts for any other permit other than a building permit and fire department review is excluded.

Task 530 – Design-Build Handoff

Kimley-Horn will support the Client during the request for proposal (RFP) phase to select a Design-Build contractor to complete the project. Kimley-Horn will provide the following:

- Assist LAVTA in compiling the scope section of the RFP.
- Work with LAVTA staff to advertise the Project for bidding.
- Schedule and conduct contractor pre-bid conference and site visit.
- Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- Review and evaluate bids for conformance with specifications.
- Prepare bid summary.
- Recommend award.
- Conduct one project handoff meeting to transition the project to the awarded contractor.

Kimley-Horn assumes that the Client will provide the RFP and that Kimley-Horn will only provide input on the scope section of the RFP.

SCOPE OF WORK – OPTIONAL SERVICES

Kimley-Horn will perform the Scope of Work set forth below only if specifically authorized by the Client.

Optional Task 01 – Project Cost Estimate

Kimley-Horn will work with a subconsultant to prepare a Cost Estimate based upon the initial Building Permit submittal Construction Document package. The Cost Estimate will incorporate all trade related disciplines and be prepared by line-item-unit-cost basis in major division Master Format with labor, material and equipment cost rolled up in a single unit cost. The cost report will not include the following: equipment cost, LEED related cost extracts, value engineering or life cycle analysis, cost benefit analysis or estimate reconciliation.

FEE TABLE

	Kimley-Horn	Kimley-Horn	Kimley-Horn	Kimley-Horn	Subconsultants
	PM and Civil	Landscape Architecture	Lighting and Electrical	Structural	Architecture (PM and Building Design)
Task 100 – Design Kickoff and Concepts	\$5,000	\$14,000	-	\$15,000	-
Task 200 – Site CDs	\$59,500	\$42,500	\$32,000	-	-
Task 210 – Final Stormwater Control Plan	\$12,500	-	-	-	-
Task 300 – Architectural CDs	-	-	-	-	\$266,800
Task 310 – Structural Design	-	-	-	\$119,000	-
Task 400 – Specifications	\$6,000	\$5,000	\$5,000	\$8,000	\$41,500
Task 500 – Project Management	\$15,000	-	-	-	-
Task 510 – Coordination/Meetings	\$12,000	\$12,500	\$6,000	\$13,000	\$67,600
Task 520 – Permitting	\$6,500	-	\$6,000	-	-
Task 530 – Design-Build Handoff	\$3,000	\$1,500	\$1,500	\$1,500	-
Subtotal	\$120,500	\$75,500	\$50,500	\$156,500	\$375,900
Optional Task 01 – Cost Estimate	\$6,000	\$5,000	\$5,000	\$5,000	\$75,000

FEE TOTALS

Kimley-Horn Total	\$403,000
Architectural Total	\$375,900
Total	\$778,900
Optional Task Total	\$96,000

ADDITIONAL SERVICES:

1. Additional color renderings, exhibits and or 3D modeling/imagery (beyond identified in scope)
2. Additional topographic or boundary survey
3. Easement or right-of-way dedications or vacations
4. Utility demand/capacity studies
5. Excavation/rough grading plans
6. Retaining wall design
7. Stormwater Pollution Prevention Plan (SWPPP)
8. Traffic control plans
9. Opinions of probable construction cost
10. Value Engineering (VE) design services
11. As-builts or record drawings
12. Recycled water system and/or permitting

ASSUMPTIONS AND EXCLUSIONS:

- General
 - The project will be designed as a single phase. Phasing of plans for separate permit submittals is excluded.
 - This scope of work is up to initial building permit application only. Revisions based upon jurisdictional review comments is excluded.
 - The proposed CAD site plan will be substantially complete and have received applicable Owner, Client, Tenant/Landlord, and City approvals prior to Kimley-Horn beginning work. Any significant site plan changes due to comments from these parties that occur after Kimley-Horn has begun work will be treated as a revision and may result in additional services.
 - Hydrogen Fueling design, as well as improvements to hardscape areas associated with a hydrogen fueling facility, is excluded from this scope of work. Space will be allocated for a potential future hydrogen facility as depicted on the 60% Bridging Documents.
 - Gas design is specifically excluded from this scope of work.
 - Design will be guided by the latest City of Livermore Standards, 2025 CalGreen Building Standards, and California Building, Electrical, Mechanical, Plumbing, Fire, Residential and Energy Code. At this time, we understand that the City of Livermore has not adopted any additional reach codes.
 - The proposed site and buildings will follow 2025 CalGreen Building Standards, any additional LEED certification rating has not been identified and is excluded.
- Civil
 - A Stormwater Pollution Prevention Plan (SWPPP) is excluded and assumed to be prepared by the design-build contractor prior to permit issuance.

- Utility analysis, reports and studies are not anticipated to be required for this project. Reasonable engineering estimates will be made regarding pipe sizing, capacity and flow. Kimley-Horn assumes that the existing utility infrastructure surrounding the site is sufficient for the proposed development.
- The existing gravity utilities (sewer and storm drain) adjacent to the site have adequate depth to serve the project and pump design will not be required.
- A hydrology and hydraulics report will not be required to justify the sizing of onsite stormwater facilities. If such a report or related calculations are required, they can be provided, and an additional fee will be requested.
- CASp review of the existing conditions and proposed plans is excluded.
- Improvements in the public right-of-way are not anticipated to be part of this project and are excluded.
- Landscape
 - Decorative signage design, including in-ground monument signage and wall-mounted building signage, is excluded.
 - Reclaimed water design and permitting is excluded.
 - Landscape water feature design is excluded.
- Site Electrical
 - Emergency/back-up electrical generator design is excluded.
 - Project does not include any effort for the design of any Back-up Energy Storage Solution or Solar design for the site.
- Structural
 - The following design elements are excluded:
 - Design of site walls, screen walls, or exterior canopies other than noted above in scope.
 - Design of seismic bracing for architectural or MEP and FP components
 - Design of guard rails, handrails, bollards, ladders, steel stairs, non-load bearing light-gage framing, and other miscellaneous steel items.
 - Design of future expansion of the structure.
 - Design of foundations for electric vehicle charging stations, light poles, or other miscellaneous site elements.
 - Deep foundation elements such as helical piers or drilled shafts.
- Existing Utilities
 - The identification of existing underground utilities will be based on the topographic survey and/or records provided to Kimley-Horn by others. These sources may not accurately identify the horizontal and vertical location, size, material, and existence of these utilities or disclose all existing facilities that are present.
 - Kimley-Horn recommends the Client pothole all tie-in points and crossings with existing infrastructure prior to construction, or preferably, prior to final design.
- Architectural
 - Fire suppression & fire alarm system design is excluded.
 - MEP design is excluded.
- Information Provided By Others
 - As-built drawings and any pre-approved documents or studies related to the project site will be provided by the Client.
- Responsibilities of the Client
 - All permitting fees are to be paid by the Client.
 - Provide access to the site, as needed.
 - Provide property owner signatures.

APPENDIX A

May 27, 2026

Mike Mowery, PE
Kimley-Horn and Associates, Inc.
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

**RE: Livermore Amador Valley Transit Authority
875 ATLANTIS COURT, LIVERMORE, CA 94551
Professional Services Agreement
CONSTRUCTION DOCUMENTS/FIRST BUILDING PERMIT SUBMITTAL**

Dear Mike,

We have prepared for your review and approval the enclosed Professional Services Agreement intended to take the Livermore Amador Valley Transit Authority (Atlantis Site) through the First Building Permit Submittal.

We have attached (Exhibit C) a separate complete fee breakdown with subconsultant fees including Specifications (Emily Borland), Acoustical (Salter), Waterproofing (SGH), Elevator (GVK), & Cost Estimator (Direct Logic).

Attached also as a part of this agreement is: Exhibit A, which defines Heller Manus Architect's Hourly Rate Schedule, Reimbursable Expenses and Accounting Procedures & Exhibit B, Conditions of Service.

After your review, please return a signed copy of this agreement for our records. If you have questions, you can contact me on my cell (415) 652-4154 or reply to my email.

Regards,



Stephen Buchholz LEED AP
COO

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
LIVERMORE, CALIFORNIA
PROFESSIONAL SERVICES AGREEMENT**

PROJECT SITE

The Livermore LAVTA Office is a two story, 23,582 sf new building housing the administrative offices on one side and the Operations Offices on the other side. There is a central spine and clear story which connects and integrates both sides of the building. Beyond offices there are also dispatch, driver support areas, kitchen, gym, paratransit operations, storage, support spaces, restrooms, and circulation. The building incorporates sustainable features including unique solar shading and natural light penetration through the central spine.

The Maintenance Building is a two story, 33,588 sf new building housing the maintenance offices on one side and the Bus Servicing bays on the other side.

ARCHITECTURAL SERVICES

CONSTRUCTION DOCUMENTS/FIRST BUILDING PERMIT SUBMITTAL SCOPE:

Basic Architectural Services in the Construction Documents Phase will consist of the following specific tasks:

- Prepare Construction Documents consisting of working drawings and Specifications that set forth in detail the architectural requirements for construction of the project based on the Approved 60% Design Development Set.
- Floor plans, exterior elevations, building sections, schedules, and details.
- Coordinate and integrate drawings, and Specifications with Heller Manus retained, and Kimley Horn retained consultants.
- Attend meetings with the Project team to review and discuss progress.
- Present the Draft First Submittal Construction Documents for review.
- Submit Building Permit Application

COMPENSATION

Heller Manus Architects ("Architect") will provide the Architectural Services, as described above, for a fixed fee of **\$232,720.00**, excluding fees for the Architect's consultants. The time scheduled for this phase shall not exceed five (5) months except for reasons not anticipated due to an event that was not within the reasonable control of the Architect.

ASSUMPTIONS:

1. The scope of the architectural effort for this Project will be limited to the shell and core of the new office building as described in the approved Design Development drawings. Architectural Services included herein do not include any tenant work, furniture, equipment, artwork, or other interior work except as specifically included in the Basic Services scope set forth above.
2. Incorporation of cost reduction items (Value Engineering) into the documents that are inconsistent with previous Owner instructions or requires reworking of drawings previously approved by the Owner, will be considered an Additional Service.
3. The Owner will, at his own expense, furnish the following information for the Architect's use to the extent not included under the "Subconsultants" services covered by Architect under this Agreement, including exhibits and schedules hereto:
 - Scheduling
 - Soils Analysis Reports
 - Site Survey

- Civil Engineering
 - Subconsultants not specifically specified in this proposal.
 - Financial Feasibility and Marketing Studies
4. The following services are specifically excluded from this proposal:
- Life cycle, energy, financial feasibility, detailed system comparative analysis or other special studies.
 - Services of the Architect or any consultant required for response to an appeal, lawsuit, or extended negotiations with any agencies having jurisdiction over this Project following the Menlo Park City Council approval of the Project and/or issuance of the use permit. These responses would include but not be limited to: certificate of appropriateness, environmental impact reports, negative declarations, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, variances, Project or plan approvals, building permits, or legislative or administrative determinations.
 - Permit expediting is excluded from this effort. The services defined herein are only to respond to City Plan Check comments and issue plan changes and Addenda in a timely manner. It is the Owners' responsibility to pick up the permits.
5. Building Informational Model Protocols:
- The Architect has prepared and distributed BIM protocols which the Owner and other Project participants have reviewed and approved. The Model protocols include the following:
 - Identification of the Model Element Authors;
 - Definition of the various Levels of Development for the Model Elements and the associated permitted uses for each defined Level of Development;
 - Identification of the required Level of Development of each Model Element at each identified Project milestone;
 - Identification of the construction classification systems to be used on the Project;
 - The process by which Project Participants will exchange and share the Model at intervals reflected in a Model Element Table;
 - The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
 - Details regarding any anticipated Authorized Uses for as-designed and as-constructed record Models, if required on the Project; and
 - Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project.
6. The Architect shall review laws, regulations, codes, and standards in effect as of the date of this Agreement that are applicable to the Architects services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the Project.

REIMBURSABLE EXPENSES

Reimbursable expenses incurred in the interest of the Project are considered an addition to the fees for professional services. Reimbursable expenses also include amounts invoiced to the Architect by the Architect's consultants plus 10%. Exhibit "A", attached defines Heller Manus Architect's Hourly Billing Rates Schedule and Reimbursable Expenses. Reimbursable expenses incurred in the interest of the Project are estimated to be approximately 10% of the professional fee. Any individual reimbursable expense item that in the aggregate exceeds \$5,000.00] (the "Reimbursable Cap") shall require the prior written approval of Owner, which approval shall not be unreasonably withheld. Architect shall submit to Owner all original 'actual cost' receipts with Architect's request for reimbursement of any Reimbursable expenses. Reimbursable expenses are further defined in this Agreement. Once a general contractor has been retained for construction, the Owner will be responsible for setting up Project specific plotting and printing with a printing company. All plotting, printing and management of published documents will then be done through this company at

Owner's direct cost.

The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A – Standard Hourly Billing Rates and Reimbursable Expenses
- Exhibit B – Conditions of Service
- Exhibit C – HM & Subconsultant Fee Breakdown

ACCEPTANCE

Acceptance of this proposal by signing below is authorization to begin the Scope of Architectural Services described herein.

FROM: HELLER MANUS, INC.
d.b.a. Heller Manus Architects

FOR: _____

NAME: Stephen Buchholz

NAME: _____



SIGNATURE: _____

SIGNATURE: _____

TITLE: COO
LICENSE: C 22531
DATE: May 27, 2026

TITLE: _____

DATE: _____

EXHIBIT A**STANDARD HOURLY BILLING RATES***as of January 1, 2026*

Principal	\$295.00
Managing Director	\$280.00
Director	\$265.00
Project Architect	\$245.00
Senior Designer	\$225.00
Senior Technical	\$210.00
Technical	\$190.00
Designer	\$170.00
Administrative	\$115.00

REIMBURSABLE EXPENSES

Reimbursable expenses shall be paid in addition to the compensation for basic services. Normal and customary reimbursable expenses include, but are not limited to the following:

- Professional Renderings
- Professional Architectural Models and 3D Printing
- Local Travel: Mileage, Transport, Cab and Ride-Sharing Fares
- Non-Local Travel: Air Fares, Hotel & Accommodations, Cab and Ride-Sharing Fares, Rental Cars
- Telephone
- Shipping & Delivery Services
- Reprographic Services
- Professional Visualization, Animation & Imaging
- Project Specific Management Software Fees and Subscriptions
- Project Specific Insurance.
- Business Meals

ACCOUNTING PRACTICES

For fixed fee proposals, the amount of compensation shall be the percentage of completion of the Architectural Services multiplied by the Fixed Fee, less all prior payments on account of the Fixed Fee. For hourly fee proposals for services, Heller Manus will bill the direct labor as listed in the standard hourly billing rates. All consultant services to Heller Manus will be billed at 1.1 times the amount billed to the architect (direct cost plus 10% markup.) Subject to the terms of this Agreement, reimbursable expenses will be billed at 1.1 times cost (direct cost plus 10% markup). Use of consultants must be approved in advance by client. Any expenses over \$5,000.00 must be approved in advance by client.

EXHIBIT B**CONDITIONS OF SERVICE**

1. These Conditions of Service, together with LAVTA HM CD BP Submittal Proposal 20260512 serves as our entire and integrated Agreement and supersedes all prior negotiations, representations or agreements, either written or oral. Owner and Architect may amend this Agreement, which is governed by California law, only by a written instrument signed by both parties.
2. Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement or any right or cause of action arising out of this Agreement or performance of Architect's services without the written consent of the other. However, this restriction shall not affect the parties' insurers' rights of subrogation contained in any applicable insurance policy.
3. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
4. No failure by either party to insist upon the strict performance of any term hereof or to exercise any right, power or remedy upon a breach thereof shall constitute a waiver of any such breach or any such term.
5. Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project's construction, since these are solely the Contractor's responsibility. Architect shall not be responsible for the Contractor's schedules or failure to carry out its work in accordance with the Architect's Documents or Contractor's agreement with Owner. Architects shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing construction on the Project.
6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
7. Architect will provide invoices to Owner describing services rendered and for reimbursable expenses incurred, usually monthly. Payments are due and payable upon receipt of Architect's invoice. Amounts unpaid thirty (30) calendar days after the invoice date shall bear a late payment penalty at the rate of one- and one-half percent (1½%) per month. No deductions shall be made from Architect's compensation other than those for which Architect has been found to be legally liable. If the services covered by this Agreement have not been completed within [insert] (insert) months, services rendered by Architect beyond this period shall be compensated as an Additional Service.]
8. If Owner fails to make payment when due Architect for services or expenses, Architect may, upon seven calendar days' written notice to Owner, suspend performance of Architect's services under this Agreement. If Architect does not receive full payment for amounts due within seven (7) calendar days of the date of the notice, the suspension shall take effect without further notice. Architect shall have no liability to Owner for delay or damage caused Owner because of such suspension. Architect shall have the right to retain all Documents in its possession or control and, if required by Architect, Owner shall immediately return all Documents prepared for this Project until Architect receives full payment of all amounts due for all services performed and expenses incurred.
9. Owner releases and agrees that Architect shall not be liable for damages resulting from or arising out of the actions or inaction of governmental agencies, including but not limited to permit processing, environmental impact reports or negative declarations, dedications, general plans and amendments thereto, zoning matters,

LAVTA Atlantis Site: Construction Documents, First Building Department Submittal - HELLER MANUS PROPOSAL								
May 27, 2026								
Submit Building Department Application for both the Admin Building & the Maintenance Building								
Fee Matrix								
		Heller Manus	Steve Buchholz	Matt Babcock	Eugene Zviagin	Jonathan K	Total by Phase	Reimbursables
Wks		Fee/Hr	\$295	\$245	\$210	\$190		Estimated
16	CDs, First Building Submittal	Hours per Week	4	25	20	16		2%
		Total Hours	64	400	320	256		
		Total Cost	\$18,880	\$98,000	\$67,200	\$48,640	\$232,720	\$4,654
							Subtotal HM:	\$237,374
	Architects Subconsultants:	Admin.	Maintenance	Total			HM 10% Consultant Mark-up	
	Specifications - Emily B	\$23,140	\$14,630	\$37,770			\$3,777	\$41,547
	Acoustical - Salter	\$17,000	\$10,000	\$27,000			\$2,700	\$29,700
	Waterproofing - SGH	\$25,000	\$25,000	\$50,000			\$5,000	\$55,000
	Elevator - GVK	\$4,500	\$6,500	\$11,000			\$1,100	\$12,100
	Cost Estimate - Directional Logic	\$35,550	\$32,800	\$68,350			\$6,835	\$75,185
							Total:	\$450,906
	Task		Percent	HM & Consultant Fee				
	Meetings and Coordination		15%	\$67,636				
	First Building Permit Submittal Docs		65%	\$293,089				
	Permit Submittal Process		5%	\$22,545				
	Cost Estimate		15%	\$67,636				
	Total		100%	\$450,906				

annexations or consolidations, use or conditional use permits, variances, project or plan approvals, building permits, or legislative or administrative determinations.

10. If Owner authorizes Architect, either verbally or in writing, to commence Architect's services on the Project before executing this Agreement, such authorization is deemed an acceptance of this Agreement, and Architect's services shall be provided and compensated for in accordance with this Agreement as though Owner executed this Agreement.

11. Any notice, invoice, or other communication hereunder in writing shall be deemed given and effective (i) when delivered personally, by telex, telecopier, facsimile, email, electronic document (PDF) or overnight express, or (ii) three (3) days after the postmark is mailed by certified or registered mail.

12. Either Owner or Architect may terminate this Agreement upon seven (7) days' written notice. Owner shall pay for all services rendered and reimbursable expenses incurred up to and through such termination date within thirty (30) days of the date of Architect's invoice.

13. Architect may adjust its Standard Hourly Rates under this Agreement on January 1 of each calendar year.

14. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof ("Claim(s)") shall initially be directed to Client's and Architect's project teams for prompt resolution through informal discussions. If a mutually agreeable resolution is not reached seven (7) business days after the notice of Claim, the principal of each party with authority to resolve the Claim shall immediately meet to promptly resolve the matter through informal discussions. If a mutually agreeable resolution is not reached seven (7) business days after the principals' meeting, the Claim shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service experienced in handling construction disputes, or other mediation method acceptable to the parties, prior to submitting any Claim to litigation. The cost of the mediation service shall be borne equally by the parties. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by applicable law.

15. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

16. To the fullest extent permitted by law, Owner agrees to limit the liability of Architect, its consultants (if any) and all its employees, agents and officers (collectively for this paragraph "Architect") to Owner for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause including but not limited to Architect's negligence, errors or omissions or breach of contract such that the total aggregate liability of Architect shall not exceed Architect's total fees received for the services on this Project.

17. Architect shall have the right to professionally photograph and publish all portions of the Project. Architect shall keep the Owner informed of when and where the Project is to be published and will keep Owner's name, business and exact Project location confidential, if requested in writing by Owner. Owner shall provide professional credit to Architect on the construction sign and in the promotional materials for the Project.

18. Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants, if any are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

19. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

20. In the event the Owner terminates this Agreement, or seeks to reduce the scope of basic services outlined herein, prior to the completion of the Scope of Basic Services by Architect, or if the Basic Scope of Services specifically excludes the Architect from being the Architect of Record, or if for whatever other reason the Owner has another architect complete the basic services outlined herein, this other architect will be the architect of record. In this event the, Owner, agrees to indemnify, defend and hold the Architect and its consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of any subsequent use, reuse or modification of the Architect's Instruments of Service including, but not limited to, Architect's Drawings, Specifications and other documents, except where the Architect is found to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses by a court or forum of competent jurisdiction. Except for the licenses granted in Subparagraph 19, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Subsubcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 19. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to the Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants, if any. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

21. Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

22. Owner's Responsibilities

1. Owner shall provide or cause others to provide full information regarding requirements for the Project, including a program which shall set forth Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Owner shall establish and update an overall budget for this Project, including the Construction Cost, Owner's other costs and reasonable contingencies related to all these costs. Owner shall be responsible for project financial feasibility and marketing studies.
 2. Owner shall designate a representative authorized to act on Owner's behalf with respect to the Project. Owner or such authorized representative shall make decisions in a timely manner pertaining to documents submitted by Architect in order to avoid unreasonable delay in the orderly and sequential progress of Architect's services. Any verbal instructions or authorizations that are confirmed by letter, meeting notes, memoranda or the like, with a copy sent to Owner or its representative to which Owner or its representative takes no exception within forty-eight (48) hours, shall be deemed equivalent to written instruction, approval and authorization from Owner.
 3. Owner shall furnish all surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All of the information on the survey shall be referenced to a Project benchmark.
 4. Owner shall furnish the services of geotechnical engineers when such services are requested by Architect. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
 5. Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by Architect. Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents. Owner shall furnish civil engineering services when such services are required.
 6. Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of Owner.
 7. The services, information, surveys, recommendations and reports included in this Section [insert], shall be furnished at Owner's expense, and Architect shall be entitled to rely upon the accuracy and completeness thereof.
 8. Owner shall give prompt written notice to Architect if Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.
 9. The proposed language of certificates or certifications requested of Architect or Architect's consultants, if any, shall be submitted to Architect for review and approval at least fourteen (14) days prior to execution. Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement. Architect shall not be required to execute certificates or certifications that may extend Architect's liability beyond that undertaken in this Agreement.
23. The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential

damage due to either party's termination in accordance with Section [insert]. The Architect's waiver of consequential damage, however, is contingent upon the Owner requiring and the Contractor and its subcontractors agreeing to waive all consequential damages against the Architect and its consultants for claims, disputes or other matters in question arising out of or relating to the Project. The Owner's waiver of consequential damages is contingent upon the Architect requiring its consultants to waive all consequential damages against the Owner for claims, disputes or other matters in question arising out of or relating to the Project.

24. Owner acknowledges that Architect and Architect's consultants have no experience in and are not being retained for the purposes of the discovery, presence, handling, removal or disposal of, or exposure of persons to any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos related materials or products, polychlorinated biphenyl (PCB) or other hazardous substances as defined by the Environmental Protection Agency or any other public authority (collectively, "Hazardous Substances").

25. Architect shall perform its services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by reasonable members of Architect's profession currently practicing in the same locality under similar conditions. Consistent with Architect's standard of care, Architect's services shall respond in the design of the Project to the applicable laws, rules, codes, regulations and orders of applicable governmental or public authority having jurisdiction over the Project in force at time of issuance of the Construction Documents for building permit.

26. Architect's services shall be performed as expeditiously as is consistent with its standard of care and the orderly progress of the Work. Architect will submit, for Owner's approval, an estimated schedule for the performance of Architect's services, which may be adjusted as the Project proceeds. This schedule will include allowances for periods of time required for Owner's review and for approval by authorities having jurisdiction over the Project. Either Architect or Client shall not, except for reasonable cause, exceed time limits established by this schedule and approved by Owner.

27. Irrespective of any other provision in this Agreement, nothing contained in this Agreement shall be construed: (1) to constitute a guarantee, warranty or assurance, either express or implied, that Architect's services will yield or accomplish a perfect outcome for the Project; or (2) to obligate Architect to exercise professional skill or judgment greater than that, which can reasonably be expected from other architects practicing in the same locality under similar conditions. Although Architect may act as Owner's representative pursuant to the authority granted in this Agreement, Owner and Architect expressly agree that Architect's standard of care when acting as Owner's representative is the negligence standard and not a fiduciary standard of care; or (3) as an assumption by Architect of the liability of any other party.

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EXECUTIVE DIRECTOR'S REPORT

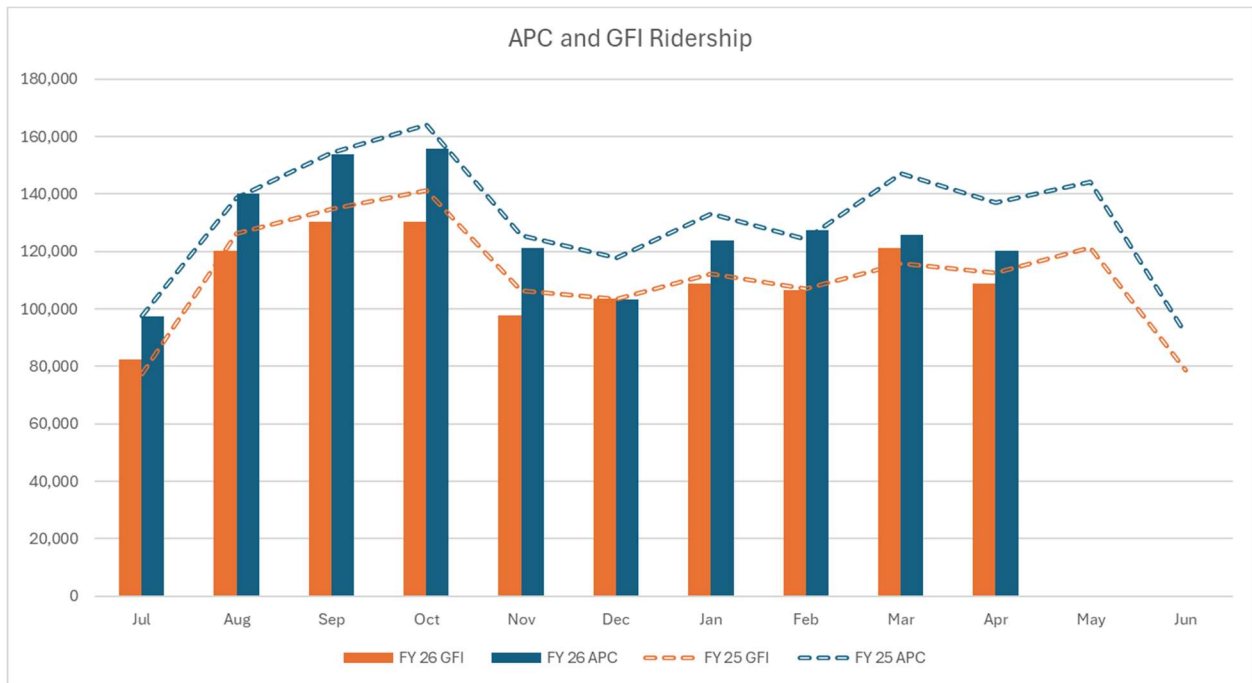
Service Development

April Ridership Highlights

Using farebox (GFI) data, systemwide ridership in April amounted to 108,898 unlinked boardings, a decrease of 3.2% compared with the same month of last year. This continues a trajectory so far this year of alternating uptrends and downtrends by month, on a year-on-year (YoY) basis.

Looking instead at automatic passenger counter (APC) data, the total April ridership amounted to 120,306 - about 10% higher than the counts recorded at the farebox.

At the individual route level, the main trunk line 10R continued to trend down, while the 30R was just about stationary, YoY. All of the routes that were new or restarted as part of the Wheels-in-Motion changes in the spring of 2024 continued trending up. Route 3 (Stoneridge) trended down, while Route 8 (Hopyard) continued a (multi-month) run of trending upward.



Summer Sign-Up

The summer sign up takes effect May 30. The summer schedule includes summer school service on Routes 501 and 502, and an additional trip on Route 18.

EXECUTIVE DIRECTOR'S REPORT

Senior Outreach Event May 7

On May 7, LAVTA staff, in partnership with our mobility management partners at ADAride, hosted the first Mobility Outreach Event at the Robert Livermore Community Center. The event provided a valuable opportunity to connect directly with seniors and community members to share information about the transportation and mobility resources available throughout the Tri-Valley.

Wheels staff and ADAride representatives answered questions, provided information about available services, and helped attendees better understand the transportation options designed to support independence and community connectivity. Attendees also had the opportunity to tour a Wheels bus, learn more about fixed-route transit services, and receive information on accessible transportation options.

In addition, participants were able to enroll in Wheels Dial-A-Ride with assistance from a medical professional. The next Mobility Management Outreach Event will be held at the Pleasanton Senior Center on June 18.



Route 74: Fourth of July Shuttle

LAVTA, in coordination with the City of Livermore, will be operating a shuttle for the City's 4th of July celebration on July 4. The annual event takes place at the Livermore Municipal Airport. The shuttle will run continuously every 10-15 minutes from 9am to 1pm, with service operating between Las Positas College and the event site. Very limited parking will be available at the event site, and therefore the City is encouraging attendees to utilize the shuttle service to get to and from the event. The City will be sponsoring the fares for the event.

EXECUTIVE DIRECTOR'S REPORT

Operational Effectiveness

MV Highlights

MV Transportation recently completed its annual employee engagement survey for the 2025/26 fiscal year. The survey saw a significant increase in employee participation, rising to 71%, compared to 47% the previous year. The division also achieved an overall engagement score of 85, exceeding management's target goal of 80 and representing a substantial improvement over prior years.

According to MV Transportation management, the results reflect continued efforts to improve workplace culture, communication, and employee engagement across the operation. Survey responses indicated strong employee sentiment in areas such as teamwork and collaboration, leadership communication, employee recognition, and training and support. MV Transportation management noted that they are particularly proud of the noticeable increase in employee morale reflected in this year's survey results.

Marketing and Communications

Livermore Downtown Street Festival

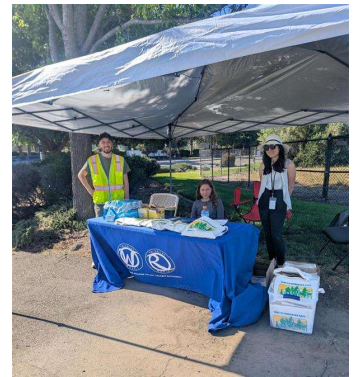
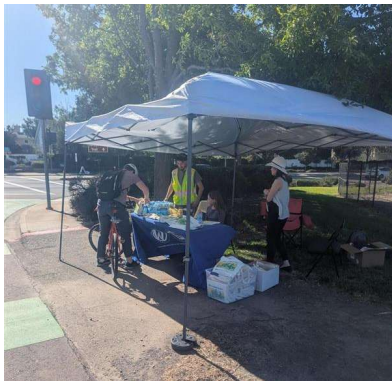
Wheels sponsored the annual Livermore Downtown Street Fest, receiving a booth and media in exchange for fare free Rapid Route services over the weekend. Over 700 attendees visited the booth, promotional items were distributed with a prize wheel, and newsletter signup was incentive with hats and lunch bags. Routes 10R, 30R, and 15 were fare free for the weekend with extensive support from Livermore Downtown. Total passenger count for these routes was 2,117 passengers.



EXECUTIVE DIRECTOR'S REPORT

Bike to Wherever Day

LAVTA partnered with City of Livermore to host an Energizer Station for Bike to Wherever Day. LAVTA volunteers joined City of Livermore Transportation Engineering at the entrance of Lawrence Livermore and Sandia Laboratories. Over 125+ riders stopped by to rest, learn about Wheels services, and receive promotional giveaways. The event supported sustainable transit options while engaging with our local cycling community.



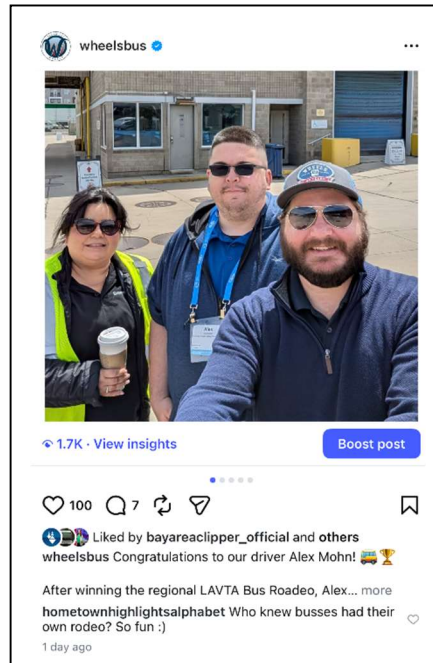
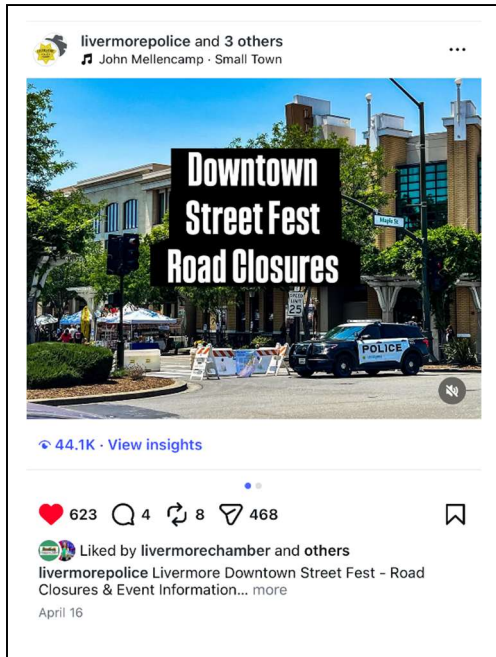
Summer Youth Ride Free:

The Summer Youth Ride Free promotion is a fare free period for students from May 29th – August 31, 2026. This initiative supports choice ridership and public transit trial by youth over the summer school break leading up to and during the first weeks of the 2026/2027 school year.



EXECUTIVE DIRECTOR'S REPORT

May Social Media Highlights:



Regional Partnerships and Advocacy

California Transit Association Legislative Conference

Staff attended the California Transit Association's Spring Legislative Conference held in Sacramento on May 21. Topics included an update on the California State Budget, the California Air Resources Board (CARB) amendments to the Cap and Invest Program, Revisiting the Innovative Clean Transit (ICT) regulation, and navigating transit funding uncertainty.

JLAC State Audit

The final report was made available on May 28th. Staff will provide more information during the Board meeting.

California Budget

The Governor released the May Revise on May 14th. The Governor is proposing \$246.6 billion in General Fund expenditures for FY 2026–2027, approximately \$1.8 billion below the January proposal. The revised budget reflects the Administration's effort to maintain budget balance while addressing longer-term fiscal challenges, including eliminating the projected structural deficit through July 2028 as part of a broader fiscal stabilization strategy. Transportation investments prioritize highway maintenance, homeless encampment cleanup, emergency communication upgrades, and preparation for the 2028 Los Angeles Olympics. The budget also supports modernization projects for Caltrans, CHP, and DMV operations.

EXECUTIVE DIRECTOR'S REPORT

Separately, the California Air Resources Board held a hearing on May 28th to consider proposed amendments to the Cap-and-Invest framework. On May 21, LAVTA along with East Bay Coalition Partners sent in a letter expressing concern with the proposed amendments. The letter is included as Attachment 1.

H.R. 8870 - BUILD America 250 Act

On May 17th, the House Transportation & Infrastructure Committee unveiled a bipartisan draft bill titled the Building Unrivaled Infrastructure and Long-term Development for America's 250th Act or the BUILD America 250 Act. The bill reauthorizes federal surface transportation programs from FY 2027 – FY 2031 that expire on September 30, 2026. LAVTA staff sent a letter to Congressman DeSaulnier, who sits on the T&I Committee, in response to the proposed bill language. The letter is included as Attachment 2.

Trip to Washington DC

Staff will be traveling back to DC June 2nd-4th for meetings with the Federal Transit Administration, staff from LAVTA's Federal Delegation, the American Public Transportation Association.

Zero Emissions Summit

On Thursday, May 21st, staff attended an event at Jacobs Engineering - *From High Ambition to Zero-Emissions: Shared Insights for the Future of Transportation in the Bay Area*. Staff participated on a panel with partners from Caltrain and SamTrans to highlight each agency's zero emission transition status.



Organizational and Financial Management

Staffing Update:

Recruitment continues for the Operations Analyst Position that will be vacated at the end of June.

Attachments:

1. Comment Letter to CARB
2. Comment Letter Regarding H.R. 8870
3. Board Statistics April 2026



May 22, 2026

The Honorable Lauren Sanchez, Chair
California Air Resources Board
1001 I Street
Sacramento, CA 95811

Re: Proposed Amendments to the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms Regulation

Dear Chair Sanchez:

On behalf of the Central Contra Costa Transit Authority (CCCTA), the Livermore Amador Valley Transit Authority (LAVTA), the Eastern Contra Costa Transit Authority (Tri Delta Transit), and the Western Contra Costa Transit Authority (WestCat) we are write to express opposition to the Proposed Amendments to the Regulation for the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms (Proposed Amendments) released by the California Air Resources Board (CARB) on April 14, 2026. Specifically, LAVTA is concerned that the Proposed Amendments will significantly impact up to \$1.65 billion in annual investments from the Greenhouse Gas Reduction Fund (GGRF) to programs that support public transit, without any plan from the state to backfill these losses.

In 2025, the Legislature reauthorized the state’s Cap-and-Trade program, renaming it Cap-and-Invest and establishing annual investments from the GGRF to key programs that support public transit such as the Transit and Intercity Rail Capital Program (TIRCP), the Low Carbon Transit Operations Program (LCTOP), and the Affordable Housing and Sustainable Communities Program (AHSC). Together, these programs have supported transformational investments in Alameda County that reduce greenhouse gas emissions, improve air quality, and support affordable housing development near transit.

We understand that the Proposed Amendments will significantly reduce available funding in the GGRF, effectively ending future appropriations for “Tier 3” programs in the new Cap-and-Invest Expenditure plan codified by Senate Bill 840 (Chapter 121, Statutes of 2025). As a result of this proposal, programs including TIRCP, LCTOP, and AHSC, which are central to the state’s efforts to combat climate change, will likely see annual funding from the GGRF significantly reduced below anticipated levels with no plan in place to backfill these losses.

LAVTA and CCCTA were joint recipients of a 2022 TIRCP grant award to support future express bus service along the I-680 corridor. As a result of this proposal, LAVTA and CCCTA’s previously awarded grant from TIRCP is risk and the future of the 680 express service will be in question.

Tri Delta has received approximately \$4M from LCTOP since FY22. While this is a relatively small part of the Agency’s ~\$35m annual budget, it’s an important source of funding for programs, including operational support of our on-demand service, Tri MyRide, innovative partnerships, and local match needed to purchase zero-emission buses. We often say that we are “capital rich” but



“operational poor” due to the large amount of federal funding available for bus and infrastructure purchases. The flexibility of LCTOP has allowed Tri Delta Transit to support the expansion of Tri MyRide into Brentwood, the One Seat Ride program for the ADA population, as well as providing free rides for youth in the summer. All of these programs would be at risk if the proposed amendments are approved.

At CCCTA, LCTOP funds free fares on the Monument Corridor routes 11, 14, 16, 311, 314 and partly funds operation on the 99x, connecting Martinez Amtrak to North Concord BART. These services benefit disadvantaged communities and will result in a decrease in transit service and ridership if the amendments are approved.

We urge CARB to revisit the Proposed Amendments and maintain robust funding in the GGRF for TIRCP, LCTOP, and AHSC. These programs serve a critical role in addressing affordability for all Californians by supporting high quality public transit, reducing harmful air pollution, and increasing access to affordable housing.

Sincerely,

Bill Churchill
General Manager, CCCTA

Rashidi Barnes
General Manager/CEO Tri Delta Transit

Christy Wegener
Executive Director, LAVTA

Rob Thompson
General Manager, WestCat

cc:

Members, California Air Resources Board
The Honorable Avila Farias, California State Assembly
The Honorable Buffy Wicks, California State Assembly
The Honorable Liz Ortega, California State Assembly
The Honorable Lori Wilson, California State Assembly
The Honorable Rebecca Bauer-Kahan, California State Assembly
The Honorable Christopher Cabaldon, California State Senate
The Honorable Jesse Arreguin, California State Senate
The Honorable Tim Grayson, California State Senate
The Honorable Jerry McNerny, California State Senate
Office of California Governor Gavin Newsom

Livermore Amador Valley
TRANSIT AUTHORITY



May 19, 2026

The Honorable Mark DeSaulnier
U.S. House of Representatives
2134 Rayburn House Office Building
Washington, D.C. 20515

Dear Representative DeSaulnier:

On behalf of the Livermore Amador Valley Transit Authority (LAVTA), which provides fixed-route bus and complementary ADA paratransit services to more than 1.3 million riders per year in Dublin, Pleasanton, Livermore, and eastern Alameda County, I am writing to provide input on the Transportation & Infrastructure Committee's consideration of the BUILD America 250 Act in advance of the scheduled markup on May 21. LAVTA appreciates the Committee's bipartisan work to advance a long-term surface transportation reauthorization and strongly supports timely enactment of legislation that sustains and strengthens federal transit investments.

To deliver federal investments in public transportation to our communities, LAVTA directly supports approximately 150 high-quality, local jobs to operate and maintain our 60-bus fleet, which is 100% manufactured locally by GILLIG LLC. As a direct recipient of Federal Transit Administration (FTA) funds that make up 57 percent of our recently adopted FY27 capital budget, we respectfully urge the Committee to consider the following modifications to ensure the bill maintains stable, flexible, and effective funding for transit agencies in the years ahead:

1. **Remove or significantly revise the proposed federal bus procurement cost caps.** We are concerned that the bill's proposed per-unit federal funding caps and declining federal share would shift significant financial burden onto transit agencies, particularly for zero-emission buses. We urge the Committee to remove this provision or delay implementation and direct DOT to study cost impacts, as it risks undermining state-of-good-repair efforts and state-mandated transitions to zero-emission technologies, and will directly impact the biggest share of our long-term capital funding need.
2. **Maintain overall transit funding levels at least consistent with the Infrastructure Investment and Jobs Act (IIJA).** The proposed bill represents a reduction from IIJA levels. LAVTA urges the Committee to restore funding levels to at least IIJA-authorized amounts, ensuring that transit agencies, particularly in high-population, high-cost states like California, do not experience reductions in formula or discretionary funding during the current period of sustained cost inflation.
3. **Restore dedicated funding for low- and no-emission transit vehicles.** The elimination of the stand-alone Low or No Emission Grant Program risks slowing transit fleet decarbonization mandated in California by the California Air Resources Board (CARB).

The Honorable Mark DeSaulnier
Page 2
May 19, 2026

We recommend the Committee restore a dedicated funding stream or establish clear set-asides within the bus program to maintain progress toward zero-emission fleet transitions.

4. **Eliminate or make optional the 1 percent crime prevention and security spending requirement.** While LAVTA supports investments in rider and operator safety and reducing crime, a mandated set-aside reduces already constrained formula funding flexibility and is both disproportionately burdensome and costly on small, suburban operators like LAVTA who deal with different security concerns from large, urban operators. We request the Committee consider making this provision optional or provide additional dedicated funding rather than requiring reallocation of formula funds.
5. **Remove the fare evasion funding penalty.** The provision requiring FTA to withhold formula funding based on local fare enforcement policies introduces federal mandates into local policy decisions and could jeopardize essential operating funds available to deliver transit service to riders. We urge the Committee to strike this provision and preserve local flexibility, particularly for those smaller, suburban operators who are neither directly connected with nor able to direct the activities of local law enforcement.
6. **Refine expanded rolling stock and supply chain restrictions.** We support strong supply chain security policies; however, expanded restrictions on components and related infrastructure will increase procurement costs and complexity. We urge the Committee to clarify and streamline these requirements to avoid unintended impacts on project delivery timelines and costs.
7. **Preserve flexibility in partnerships with innovative mobility providers.** Requirements governing partnerships with transportation network companies may unintentionally limit transit agencies' ability to deploy cost-effective mobility solutions. We recommend the Committee maintain flexibility for local agencies to structure partnerships that best meet community needs.

More broadly, LAVTA urges the Committee to advance a final bill that maximizes funding certainty, preserves local control of formula funds, supports zero-emission transit transition, and ensures public transit agencies can deploy valuable federal funding efficiently and effectively.

Thank you for your leadership on this critical legislation and for your consideration of these recommendations. We look forward to working with you as the bill advances.

Sincerely,



Christy Wegener
Executive Director
Livermore Amador Valley Transit Authority



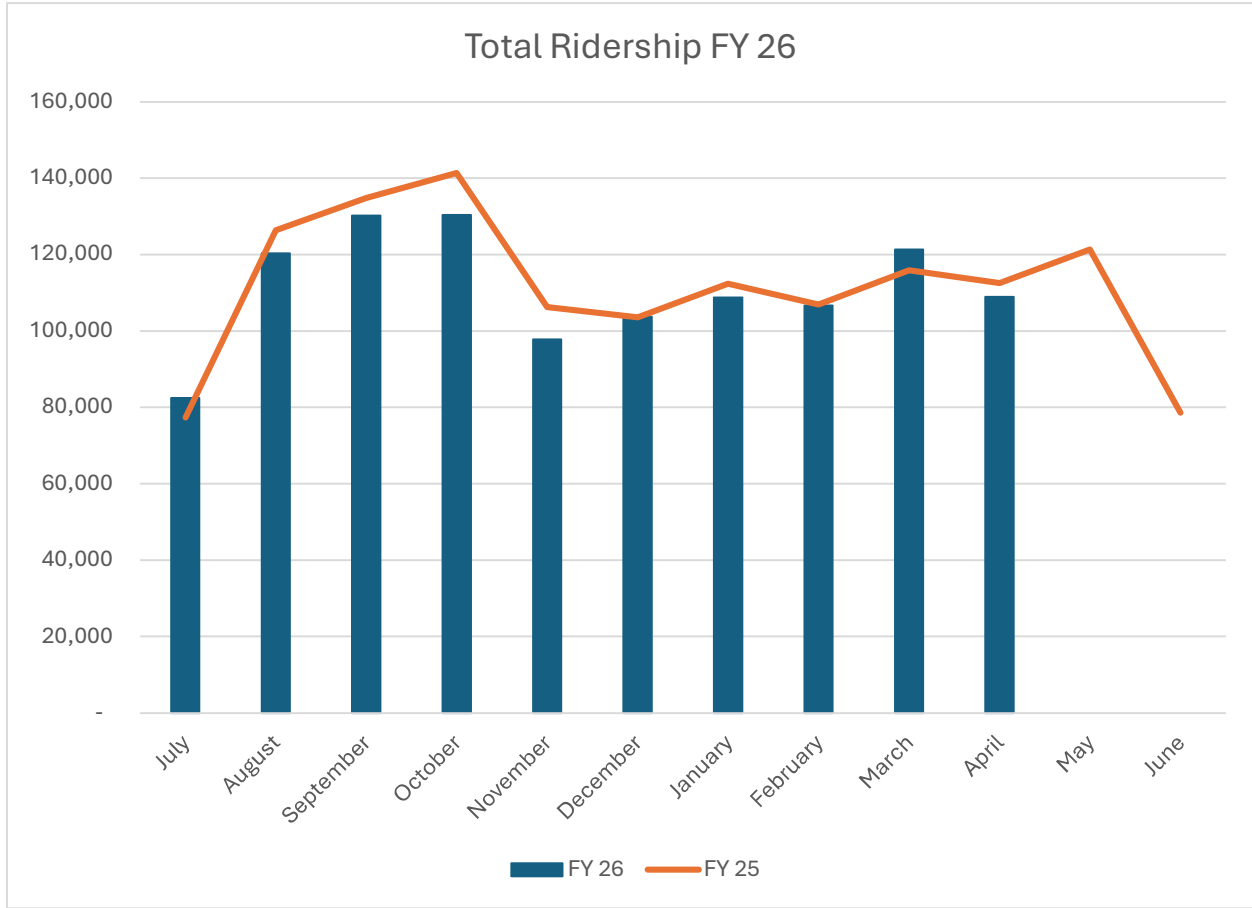
Fixed Route

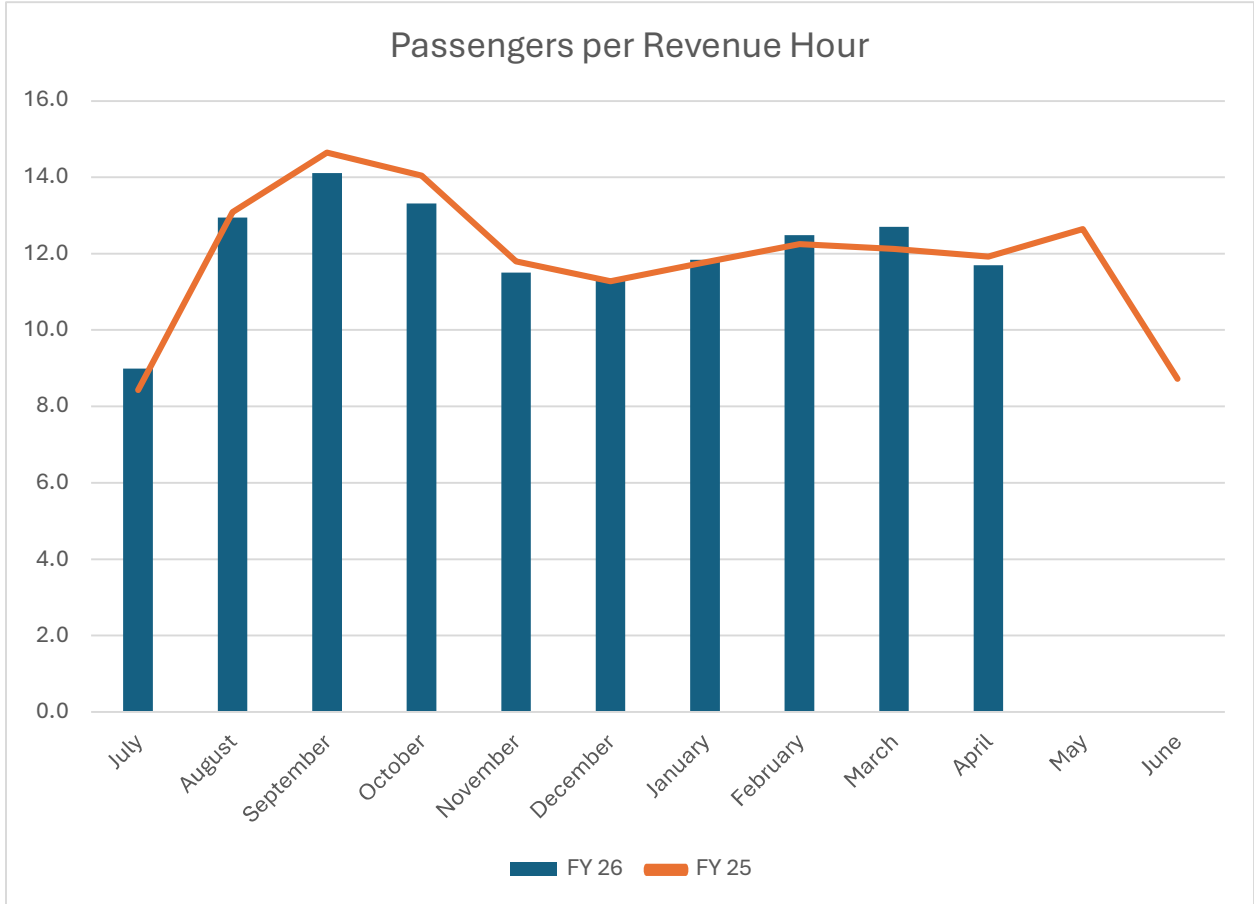
Performance Indicator	Apr-25	Apr-26	Month Over Month % Change		Year Over Year % Change	
Total Ridership	112,514	108,898	-10%	↓	-3.2%	↓
Total Ridership FY To Date	1,137,494	1,110,567	N/A	–	-2.4%	↓
Fully Allocated Cost Per Passenger	\$14.14	\$17.73	21%	↑	25%	↑
Average Weekday Ridership	4,593	4,474	-9%	↓	-2.6%	↓
Average Saturday Ridership	1,666	1,573	-9%	↓	-5.6%	↓
Average Sunday Ridership	1,200	1,043	-11.8%	↓	-13.1%	↓
Passengers Per Revenue Hour	11.92	11.70	-8%	↓	-1.9%	↓
System-wide On-Time Performance	83.6%	81.8%	-1.1%	↓	-2.0%	↓
Preventable Accidents Per 100k Miles	4.60	1.35	N/A	–	-71%	↓
Customer Complaints Per 100k Boardings	11.55	8.26	-23%	↓	-28%	↓
Miles Between Mechanical Failures	10,865	18,536	-3%	↓	71%	↑

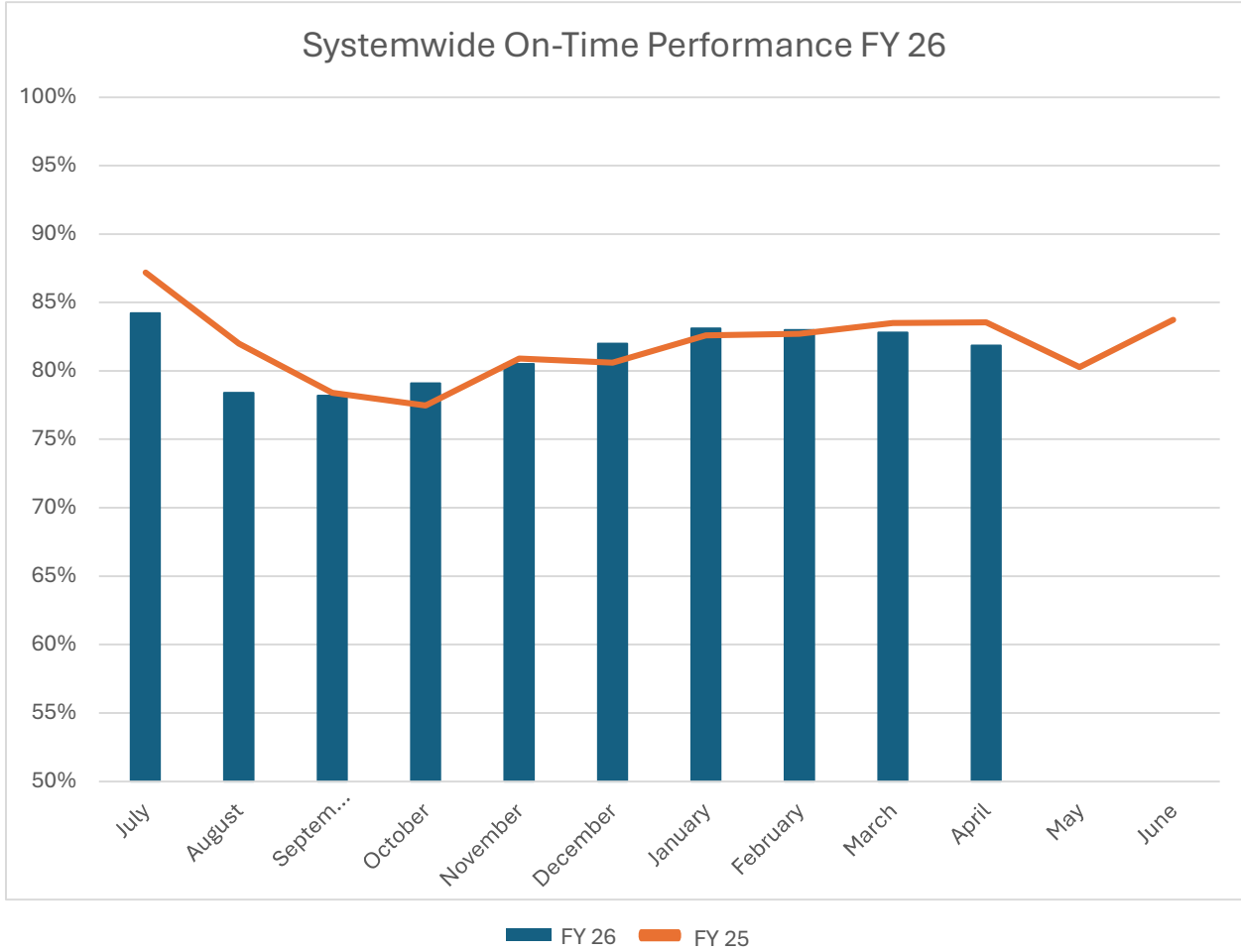
Wheels System Performance
FY 2026 –April



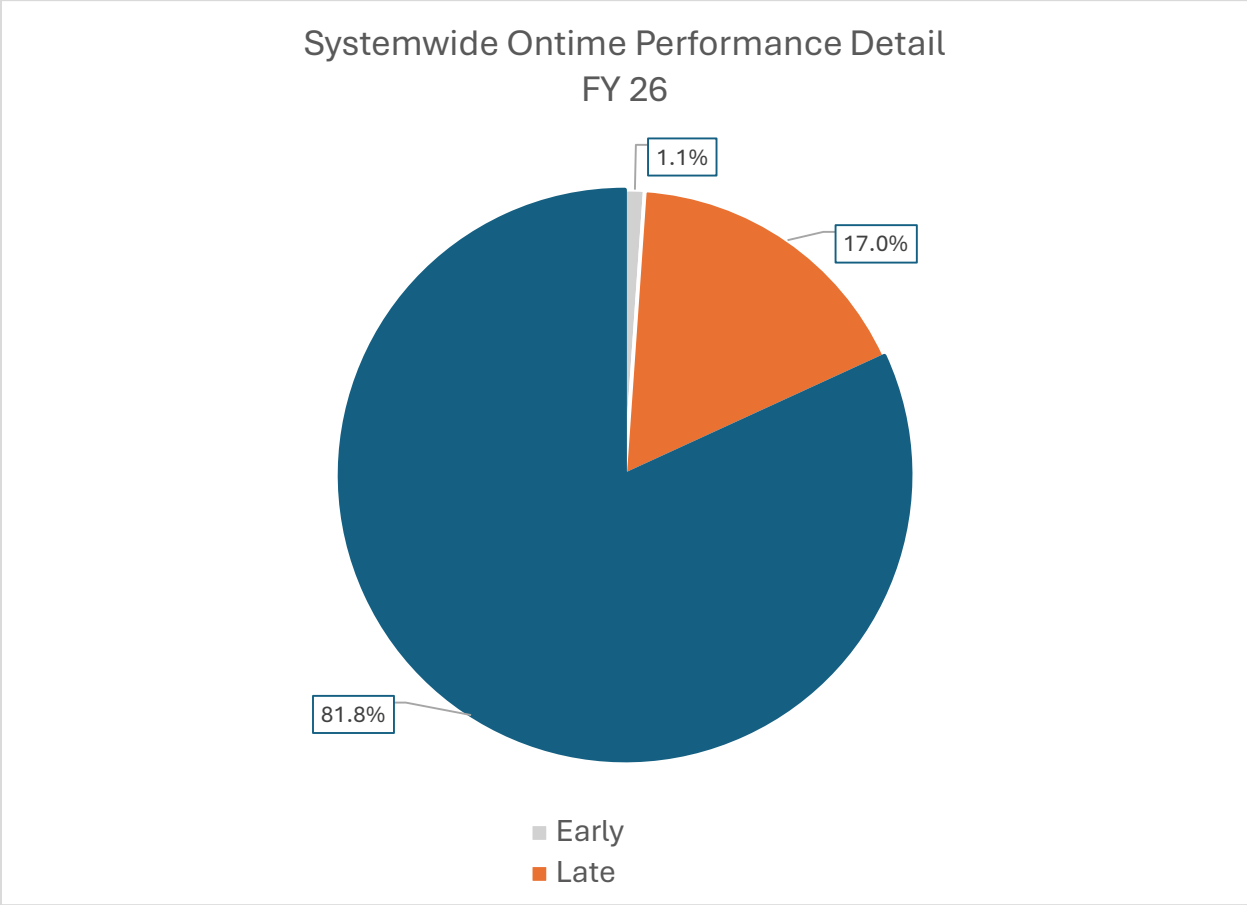
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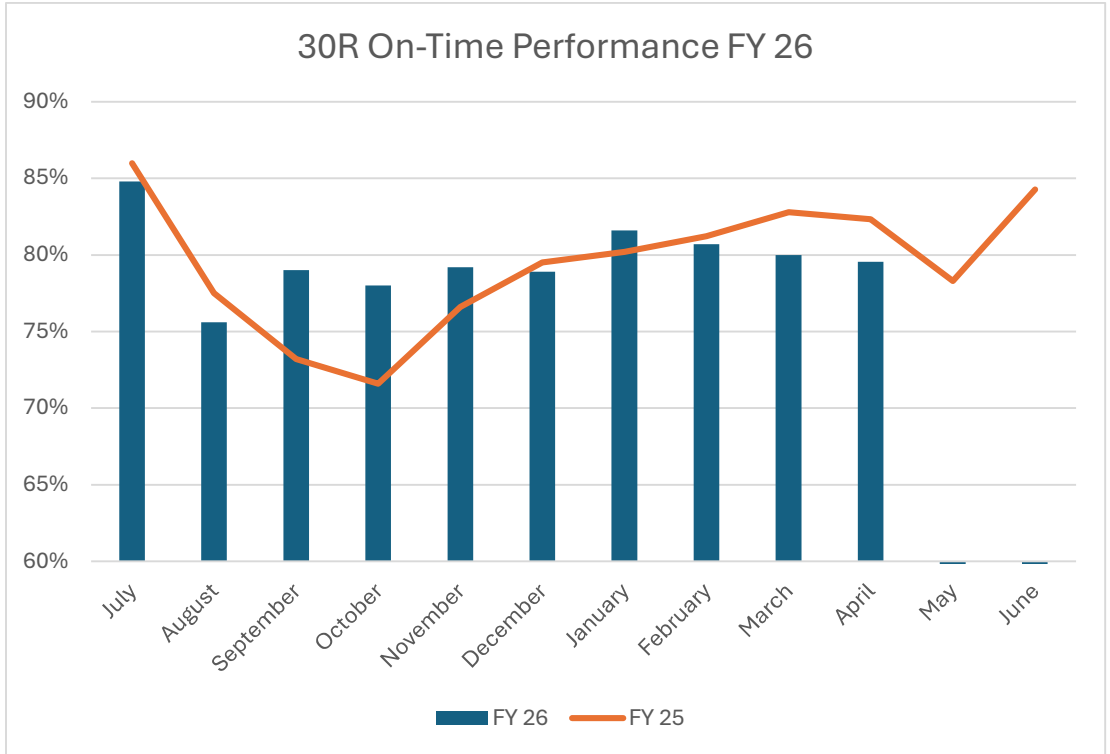
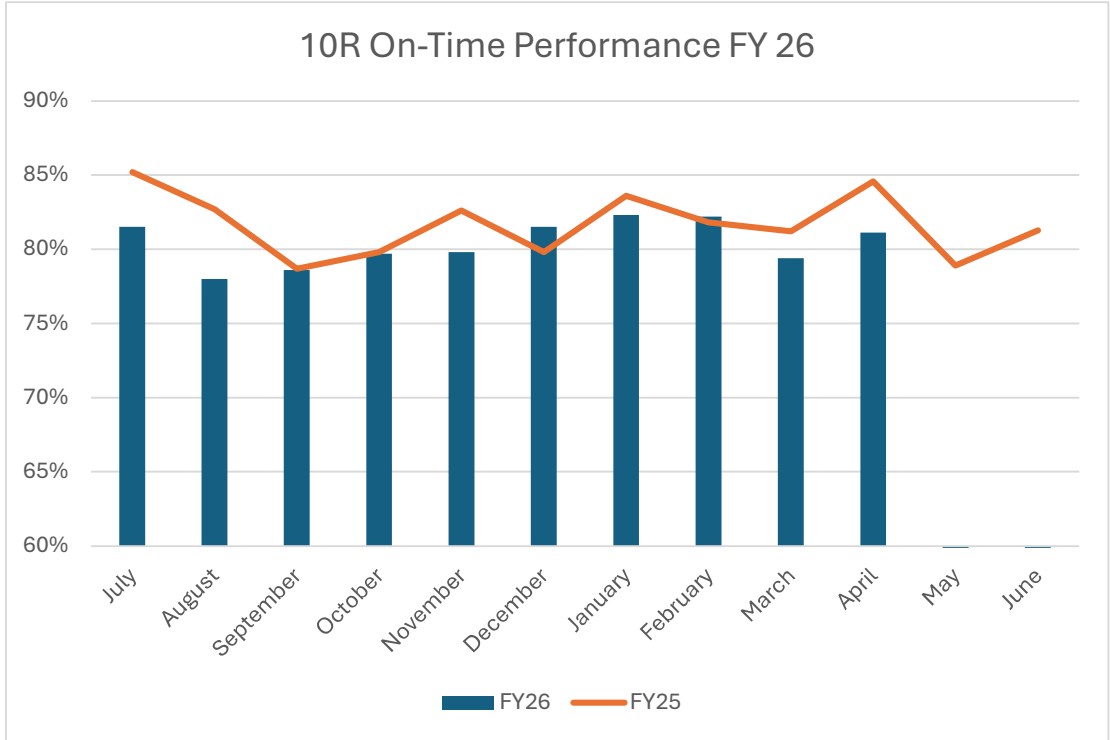




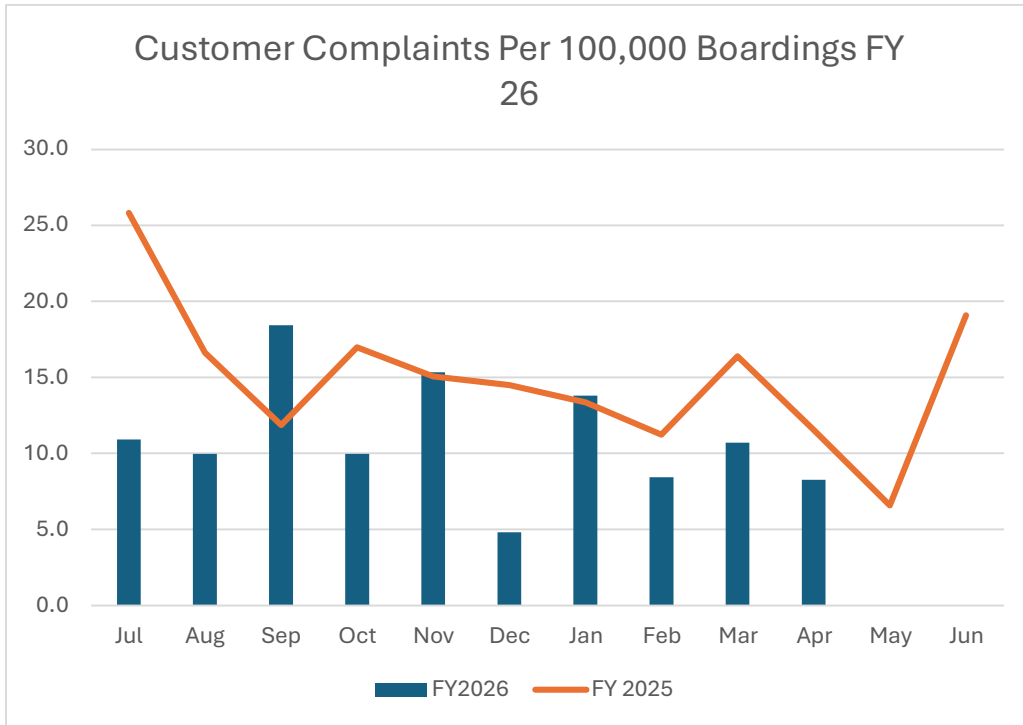
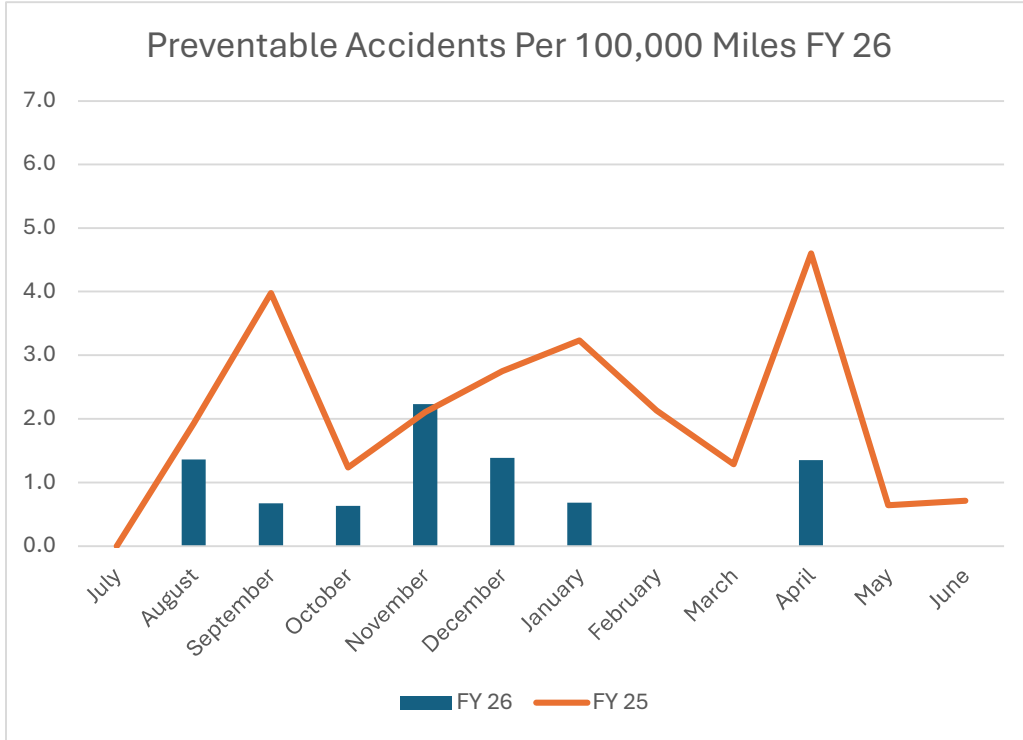


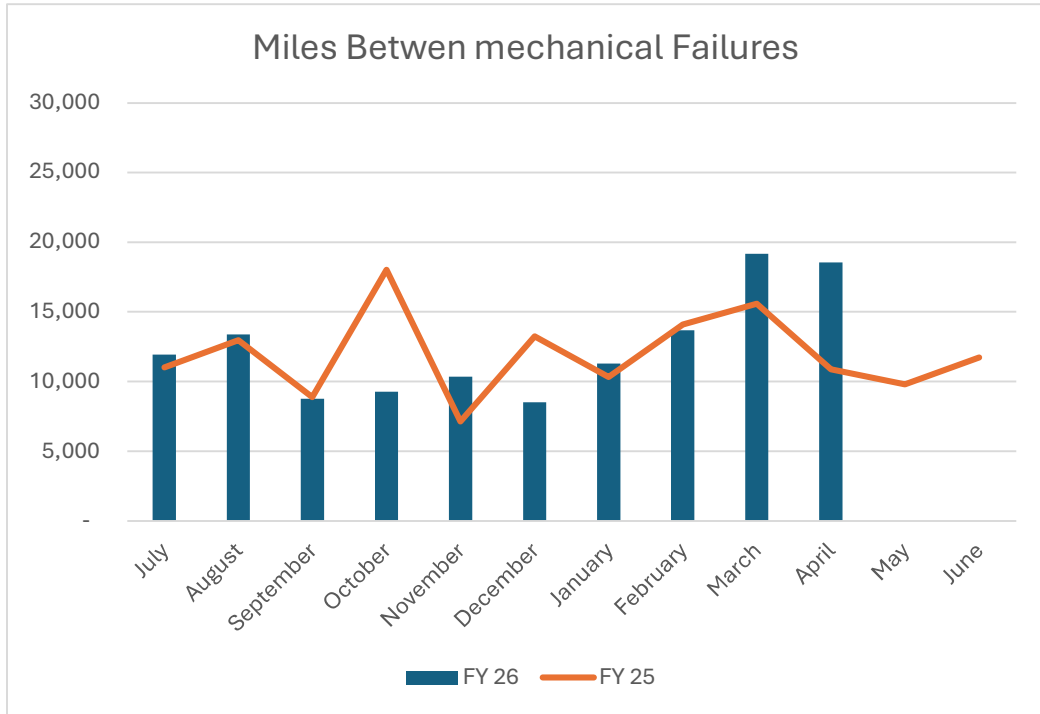
Wheels System Performance
FY 2026 –April





Wheels System Performance
FY 2026 –April



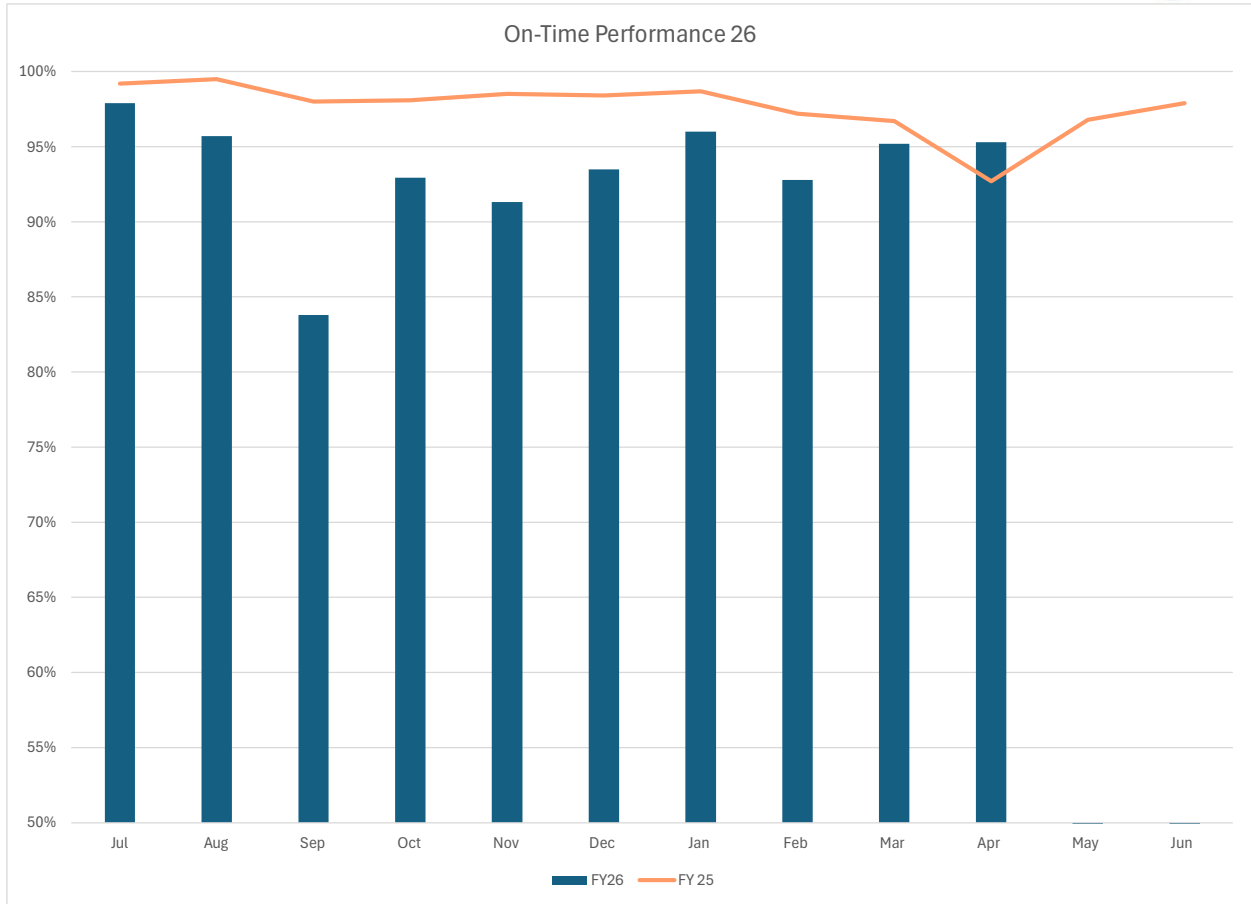




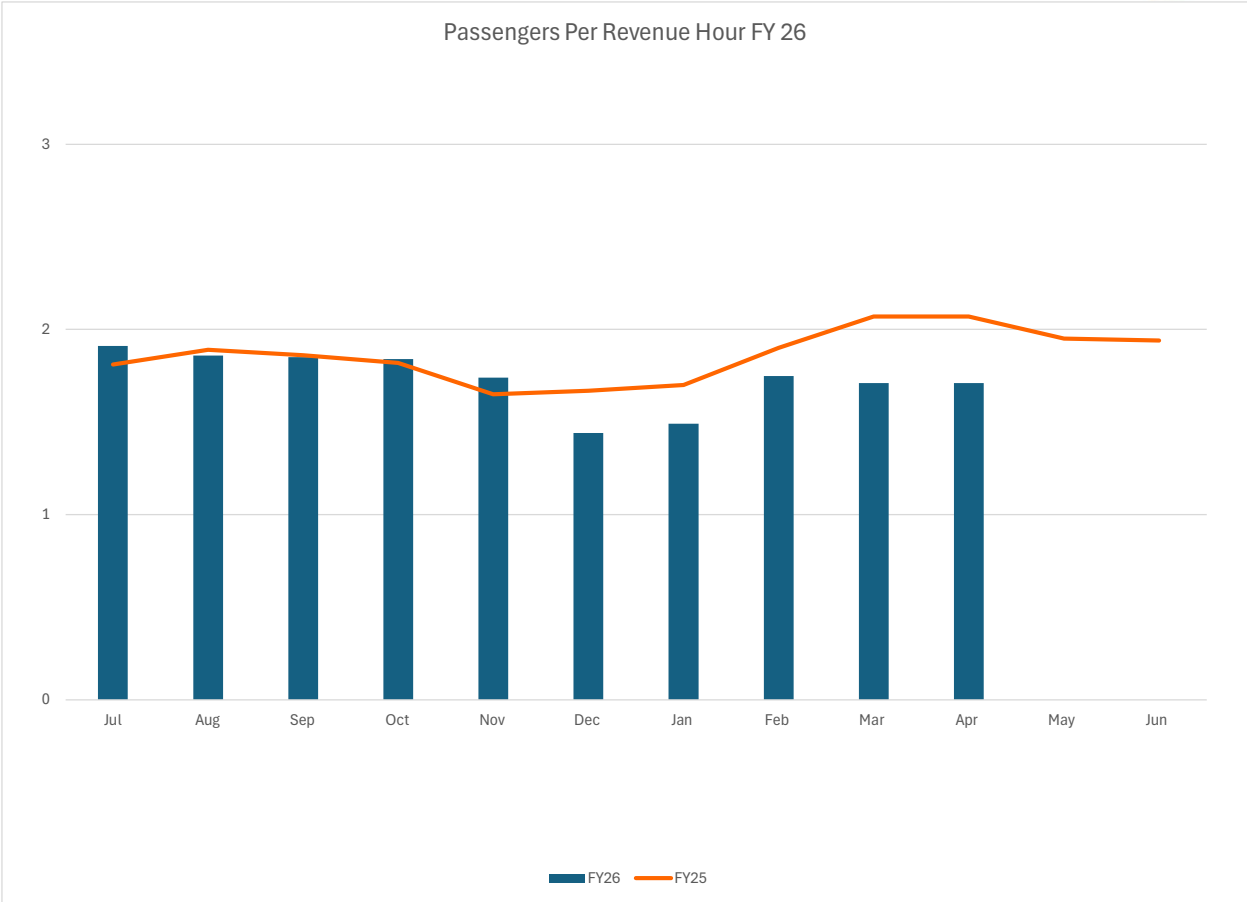
Paratransit

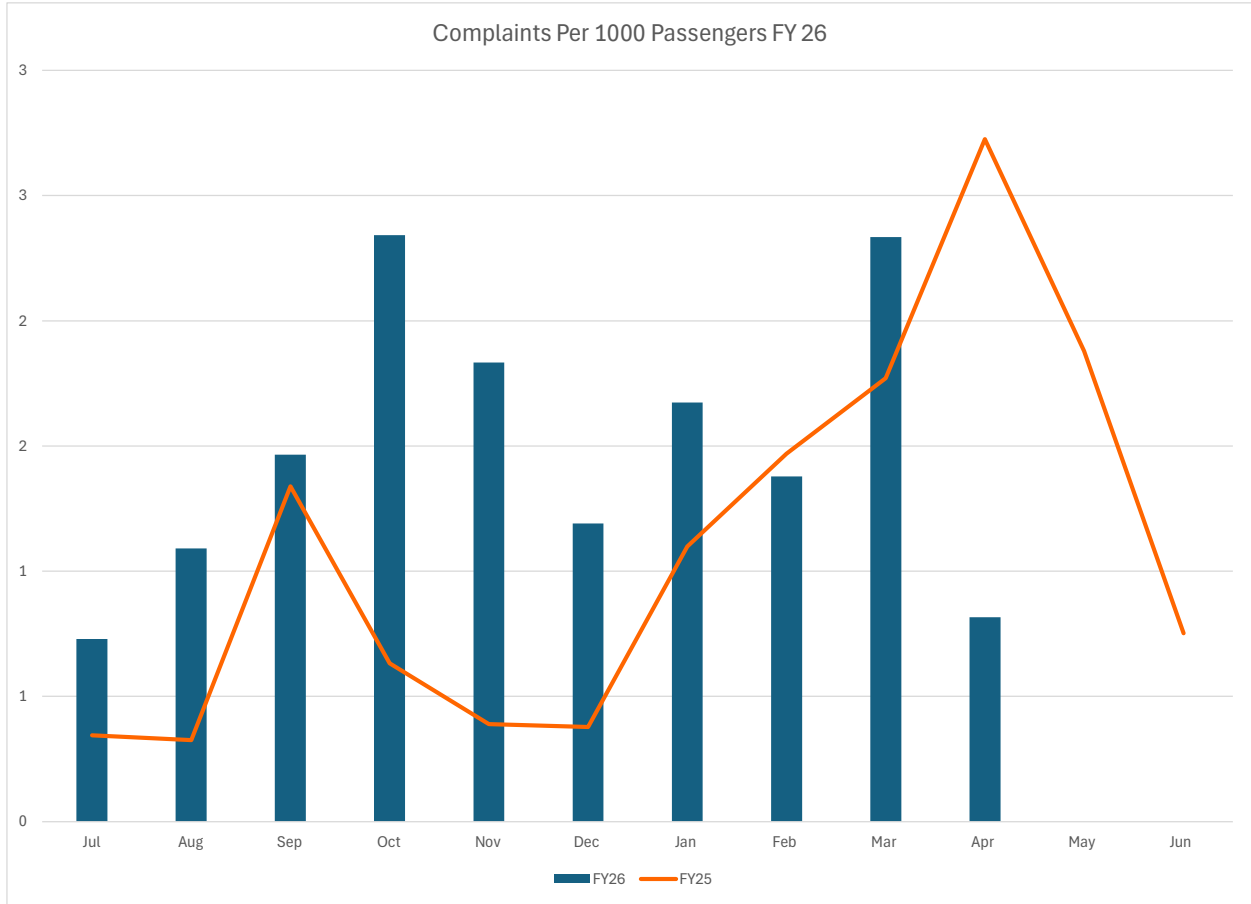
Performance Indicator	Apr-25	Apr-26	MoM % Change		YoY % Change	
On-Time Performance	92.7%	95.3%	0.1%	↑	2.8%	↑
Passengers Per Revenue Hour	2.07	1.71	0.0%	—	-17.4%	↓
Valid Complaints Per 1,000 Passengers	2.73	0.82	-65.1%	↓	-70%	↓
Phone Holds (% answered within 60 seconds)	65.1%	91.2%	0.4%	↑	40.0%	↑
Average Phone Hold Time	0:01:24	0:00:41	10.8%	↑	-51.2%	↓
Preventable Accidents Per 25,000 Miles	0.0	0.0	0.0%	—	0%	—
Dial-A-Ride Cost Per Trip	\$52.37	\$65.77	7.5%	↑	25.6%	↑
Dial-A-Ride Ridership	2,935	2,453	-4.6%	↓	-16.4%	↓
One Seat Ride Ridership	283	278	39.7%	↑	-2%	↓

Wheels System Performance
FY 2026 –April

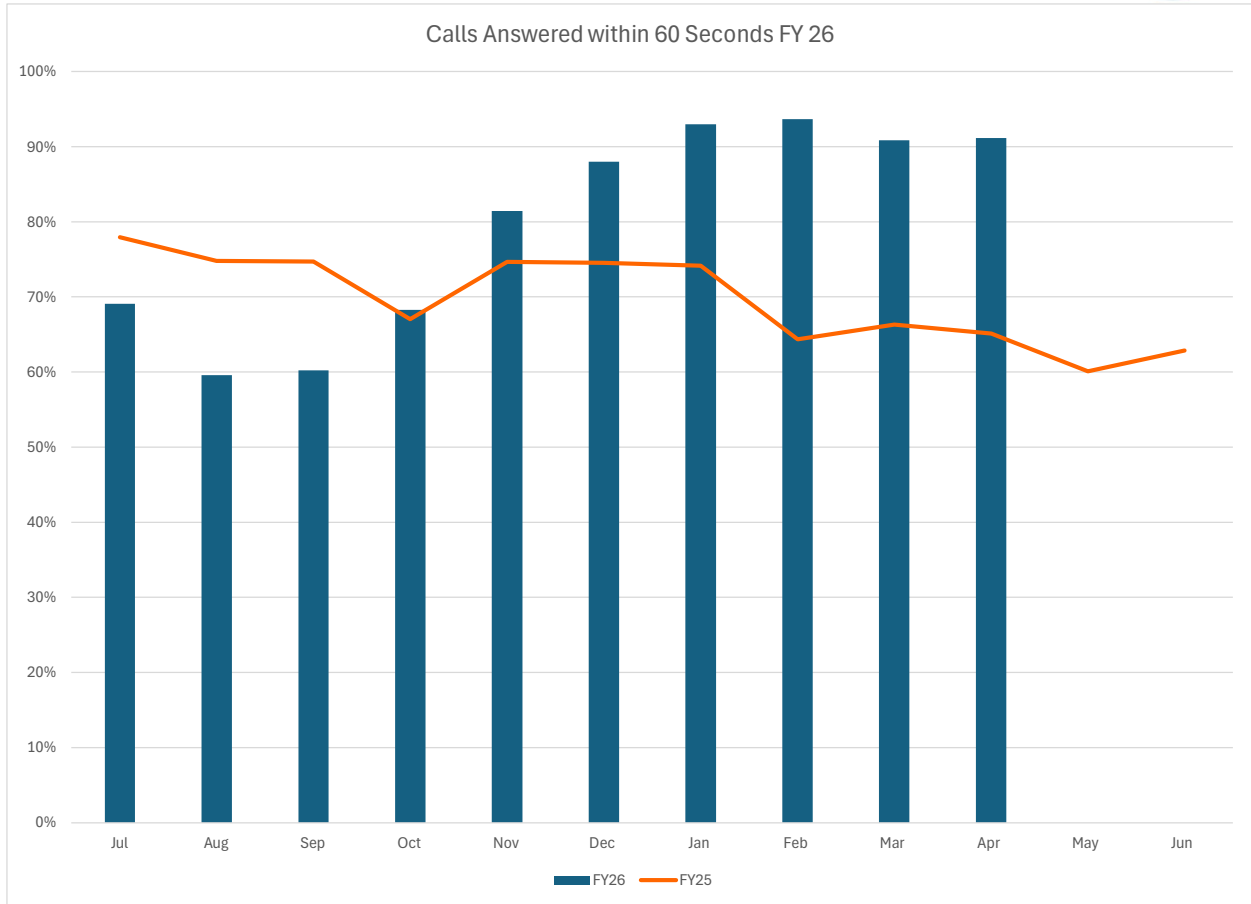


Wheels System Performance
FY 2026 –April

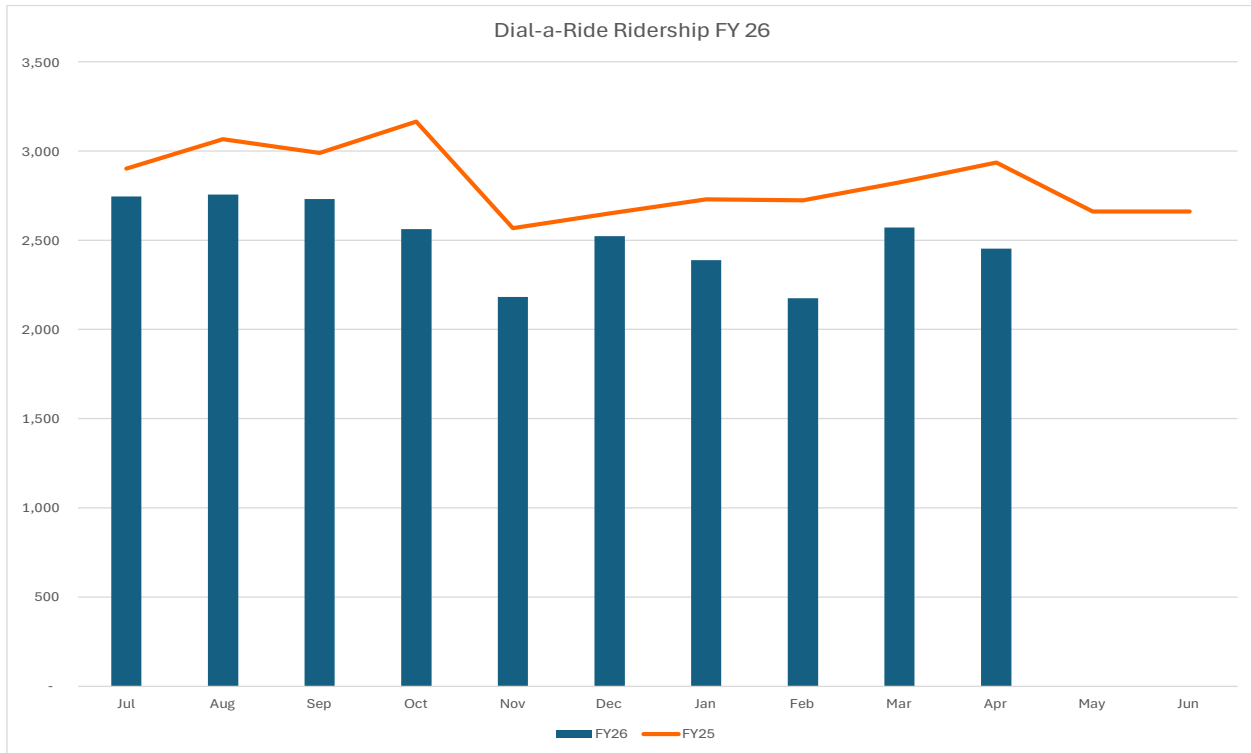
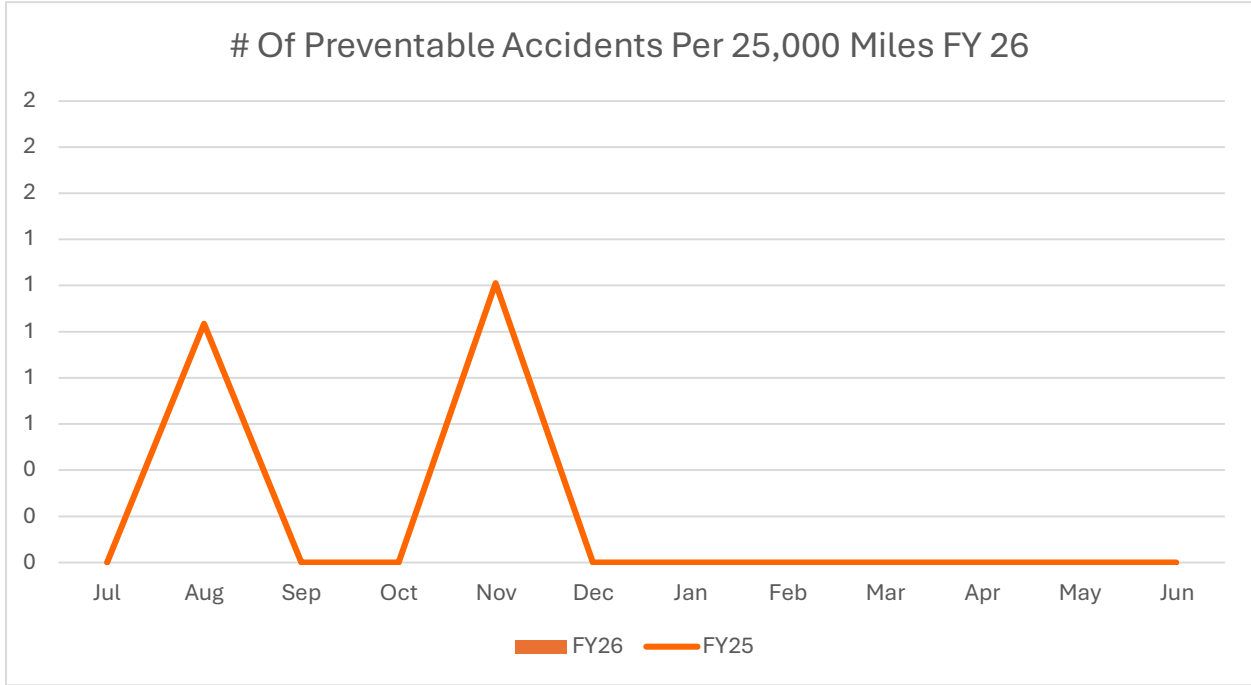


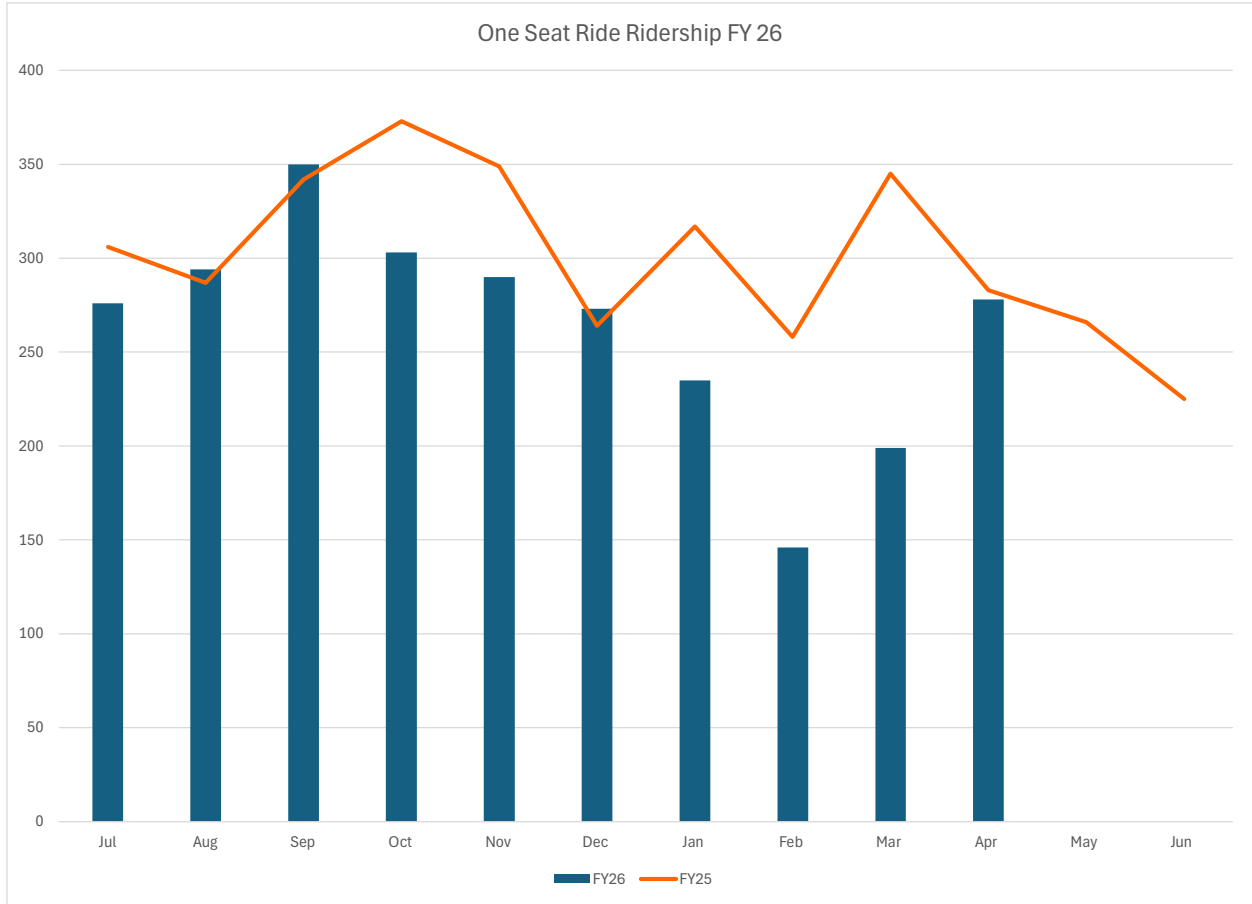


Wheels System Performance
FY 2026 –April



Wheels System Performance
FY 2026 –April

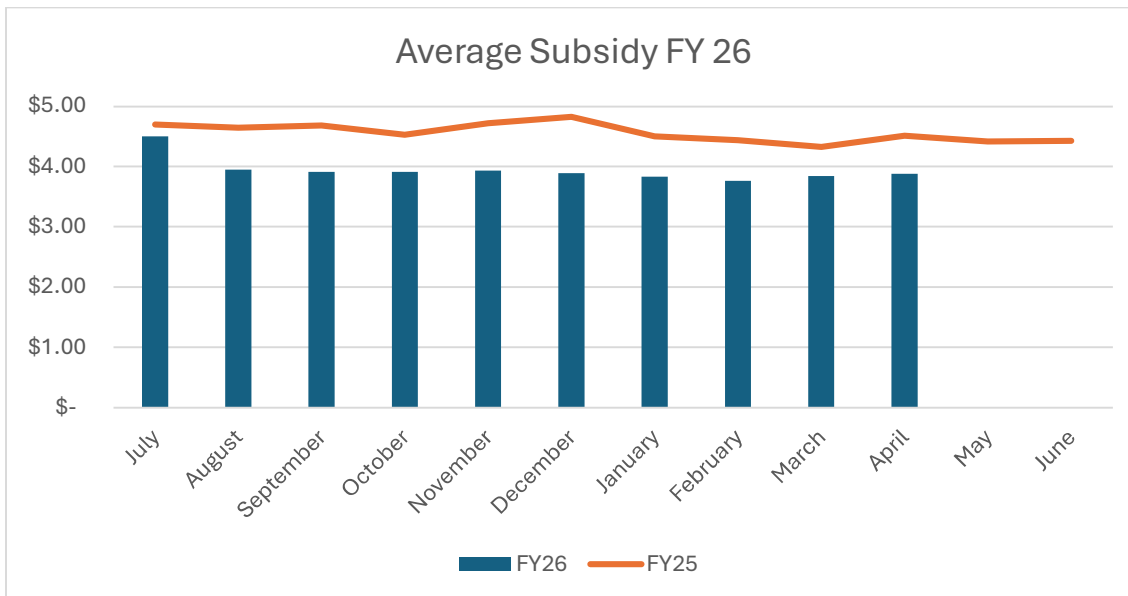
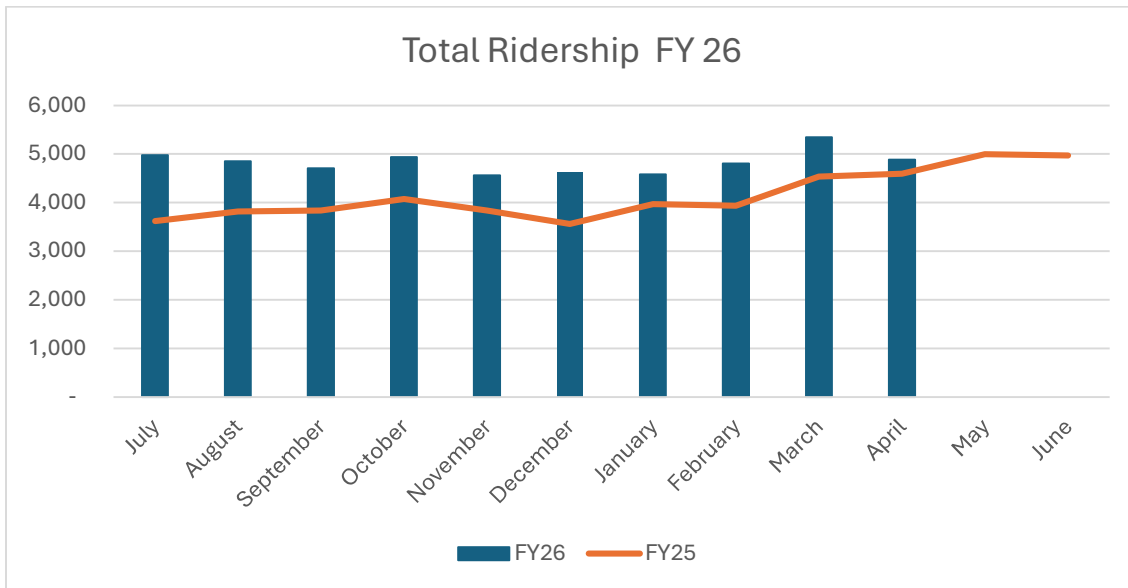






Go Tri-Valley

Performance Indicator	Apr-25	Apr-26	Year Over Year % Change
Total Ridership	4,593	4,880	6%
Average Subsidy	\$4.51	\$3.88	-14%



Wheels System Performance
FY 2026 –April