COUNCILMEMBERS
Michael McCorriston, Mayor
Dr. Sherry Hu, Vice Mayor
Jean Josey, Councilmember
Kashef Qaadri, Councilmember
Janine Thalblum, Councilmember

DUBLIN
CALIFORNIA

City Council Chamber
Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, October 1, 2024

Location: City Council Chamber
100 Civic Plaza
Dublin, CA 94568

REGULAR MEETING 7:00 PM

Pursuant to Government Code §54953(b), this meeting will include the following teleconference location:

- *Vice Mayor Hu will be attending the Regular Meeting via teleconference from The Westin Dallas Stonebriar Golf Resort & Spa – Lobby, 1549 Legacy Drive, Frisco, TX 75034*

The public shall have the opportunity to address the City Council at this teleconference location pursuant to Government Code Section §54954.3. All votes during the teleconference session will be conducted by roll call vote. The teleconference location is accessible to the public and the agenda will be posted at the teleconference location 72 hours before the meeting.

Additional Meeting Procedures

This City Council meeting will be broadcast live on Comcast T.V. channel 28 beginning at 7:00 p.m. This meeting will also be livestreamed at www.tv30.org and on the City's website at: https://dublin.ca.gov/ccmeetings

For the convenience of the City and as a courtesy to the public, members of the public who wish to offer comments electronically have the option of giving public comment via Zoom, subject to the following procedures:

□ Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, October 1, 2024. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.

□ Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.

□ When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.
□ Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Presentation of the Domestic Violence Awareness and Prevention Month Proclamation

The City Council will present the Domestic Violence Awareness and Prevention Month proclamation.

STAFF RECOMMENDATION:

Present the Proclamation.

Staff Report

Attachment 1 - Domestic Violence Awareness and Prevention Month Proclamation

3.2 Presentation to Retiring City Manager Linda Smith

The City will make a presentation to retiring City Manager Linda Smith in appreciation of her dedicated service to the City.

STAFF RECOMMENDATION:

Make the presentation and receive comments from retiring City Manager Linda Smith.

Staff Report

4. PUBLIC COMMENT

At this time, the public is permitted to address the City Council on non-agendized items. Please step to the podium and clearly state your name for the record. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the City Council MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

5. CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the City Council with one single action. Members of the audience, Staff or the City Council who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor to remove the item.

5.1 Approval of the September 17, 2024 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the September 17, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 17, 2024 Regular City Council Meeting.

Staff Report

Attachment 1 - September 17, 2024 Regular City Council Meeting Minutes

5.2 Amended and Restated Agreement with HF&H Consultants, LLC for Franchise Agreement and Solid Waste Contracts Management Support Services

The City Council will consider approving an amended and restated agreement with HF&H Consultants, LLC for franchise agreement and solid waste contracts management support services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amended and Restated Agreement with HF&H Consultants, LLC.

Staff Report

Attachment 1 - Resolution Approving an Amended and Restated Agreement with HF&H Consultants, LLC

Attachment 2 - Exhibit A to the Resolution - Amended and Restated Agreement with HF&H Consultants LLC

Attachment 3 - Contractor Services Agreement and Amendment #1- Amendment #3 to the Contractor Services Agreement with HF&H Consultants, LLC

5.3 Agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services

The City Council will consider approving agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services with Bear Electrical Solutions, LLC and DC Electric Group.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services with Bear Electrical Solutions, LLC and DC Electric Group.

Staff Report

Attachment 1 - Resolution Approving Agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services with Bear Electrical Solutions, LLC and DC Electric Group

Attachment 2 - Exhibit A to the Resolution - Agreements with Bear Electrical Solutions, LLC and DC Electric Group

Attachment 3 - Request for Qualifications - On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services

Attachment 4 - Statements of Qualifications - On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services

5.4 Purchase and Sale Agreement with East Bay Regional Park District for Right-of-Way, Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119

The City Council will consider approving a Purchase and Sale Agreement with East Bay Regional Park District for 1,575 square feet of right-of-way and 1,751 square feet of temporary construction easement for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School project, CIP No. ST0119.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Purchase and Sale Agreement and Joint Escrow Instructions With East Bay Regional Park District for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

Staff Report

Attachment 1 - Resolution Approving the Purchase and Sale Agreement and Joint Escrow Instructions With East Bay Regional Park District for the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119

Attachment 2 - Exhibit A to Resolution - Purchase and Sale Agreement and Joint Escrow Instructions

Attachment 3 - CIP No. ST0119

5.5 Notice of City Engineer's Receipt of Final Map for Review for Tract 8452, The DC (Dublin Centre)

The City Council will receive notification of the City Engineer's receipt of the Final Map for review for Tract 8452, PA-3 The DC (Dublin Centre).

STAFF RECOMMENDATION:

Receive the notification.

Staff Report

Attachment 1 - Draft Tract 8452 Final Map

5.6 Hexcel Redevelopment (PLPA-2022-00038)

On March 19, 2024 and September 17, 2024, the City Council held a public hearing to consider the Hexcel Redevelopment project, which includes the redevelopment of an 8.81-acre site located at 11711 Dublin Boulevard. The project would demolish the existing 62,175-square-foot former Hexcel research and development building and construct a new 125,532-square-foot light industrial building to appeal to advanced manufacturing and life science uses with 217 parking stalls and related site improvements. Requested approvals include certification of a Final Environmental Impact Report, a Planned Development Rezone with a Stage 1 and Stage 2 Development Plan, Site Development Review Permit, and Heritage Tree Removal Permit. The City Council certified the Final Environmental Impact Report, introduced the Planned Development Zoning Ordinance and adopted a Resolution approving the Site Development Review Permit and Heritage Tree Removal Permit. The City Council is now being asked to waive the second reading and adopt the Ordinance approving the Planned Development Rezone for the Hexcel Redevelopment project.

STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Amending the Zoning Map and Approving a Planned Development Zoning District With a Stage 1 and Stage 2 Development Plan for the Hexcel Redevelopment project.

Staff Report

Attachment 1 - Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with a Stage 1 and 2 Development Plan for the Hexcel Redevelopment Project
Attachment 2 - City Council Staff Report dated March 19, 2024, without attachments
Attachment 3 - City Council Staff Report dated September 17, 2024, without attachments

5.7 Ordinance Amending Chapter 2.24.020 of the Dublin Municipal Code Pertaining to the City's Conflict of Interest Code

At the June 4, 2024, City Council meeting, the City Council directed Staff to review the City's Conflict of Interest Code and determine if it needs to be updated. Staff conducted a review of the Code and determined that several positions should be added or deleted. The City Council will consider adopting an ordinance to update the list of designated positions that must file a Statement of Economic Interests (Form 700). The ordinance was introduced at the September 17, 2024 regular meeting and is now ready for adoption.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code.

Staff Report
Attachment 1 - Ordinance Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code

5.8 Economic Development Strategy

The City Council will consider approval of the Economic Development Strategy, which establishes seven goals that will prioritize and guide the City of Dublin's economic development efforts over the next five to seven years.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Economic Development Strategy.

Staff Report
Attachment 1 - Resolution Approving the Economic Development Strategy
Attachment 2 - Exhibit A to the Resolution - Economic Development Strategy

5.9 Alameda County Transportation Commission 2026 Comprehensive Investment Plan - Resolutions of Local Support for Projects

The City Council will consider approving resolutions of local support for grant applications for the Alameda County Transportation Commission 2026 Comprehensive Investment Plan funding opportunity. The grant applications will seek funding for the Fiber Optic Cable Installation on Dublin Boulevard under the Citywide Signal Communications Upgrade Project (CIP No. ST0713), San Ramon Road and Amador Valley Boulevard Intersection Improvements under the Citywide Bicycle and Pedestrian Improvements Project (CIP No. ST0517), and Village Parkway and Amador Valley Boulevard Intersection Improvements under the Village Parkway Reconstruction Project (CIP No. ST0323).

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Fiber Optic Cable Installation on Dublin Boulevard Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project; 2) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the San Ramon Road and Amador Valley

Boulevard Intersection Improvements Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project; and 3) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Village Parkway and Amador Valley Boulevard Intersection Improvements Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project.
Staff Report
Attachment 1 - Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Fiber Optic Cable Installation on Dublin Boulevard Project Dublin Boulevard Project
Attachment 2 - Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the San Ramon Road and Amador Valley Boulevard Intersection Improvements Project
Attachment 3 - Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Village Parkway and Amador Valley Boulevard Intersection Improvements Project
Attachment 4 - 2024-2029 CIP Nos. ST0713, ST0517, and ST0323

6. PUBLIC HEARING

6.1 Dublin Commons (PLPA-2024-00047) - Postponement

The Dublin Commons project is the redevelopment of the Dublin Place Shopping Center as part of implementing the Downtown Dublin Preferred Vision. Dublin Commons is a mixed-use project of up to 275,000 SF of retail (consisting of 155,000 SF of new retail and 120,000 SF of existing retail), 535,000 SF of Research and Development (Life Science), 1,510 multifamily residential units and a new Town Square. The project entitlements include a Vesting Tentative Map, a Development and Community Benefit Program Agreement and public infrastructure agreements. The Applicant has requested that the City Council postpone consideration of the project. The City Council will hold a public hearing to consider this item at a future meeting.

STAFF RECOMMENDATION:

Continue the item to a date uncertain.

Staff Report

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 Overview of the Metropolitan Transportation Commission's Transit Oriented Communities Policy

The City Council will receive an overview of the Metropolitan Transportation Commission's Transit Oriented Communities (TOC) Policy. The TOC Policy is designed to support the region's transit investment by encouraging jurisdictions to adopt transit-supportive land use policies for areas within a half-mile radius of existing or planned transit stops or stations, and to adopt additional policies they intend to further equitable transit-oriented communities. The TOC Policy lays out a menu of policy options for local jurisdictions to choose from. Compliance with the TOC Policy is required to qualify for future One Bay Area Grant (OBAG) transportation funding. Additionally, funding for Valley Link is tied to compliance by the local jurisdictions served by them. This item was

originally scheduled for the City Council meeting on September 17, 2024. However, due to time constraints, the City Council postponed this item to a future meeting.

STAFF RECOMMENDATION:

Receive the Staff presentation.

Staff Report

Attachment 1- Alameda CTC CIP Five Year Programming with Two Year Allocation for the City of Dublin

Attachment 2- MTC's Transit Oriented Development Final Administrative Guidance, September 2024

Item 8.1 PowerPoint Presentation

9. CITY MANAGER AND CITY COUNCIL REPORTS

Brief information only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expense (AB1234).

10. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) (ADA), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility.

Agenda materials that become available within 72 hours in advance of the meeting, and after publishing of the agenda, will be available at Civic Center, 100 Civic Plaza, and will be posted on the City's website at www.dublin.ca.gov/ccmeetings.

Mission

The City of Dublin promotes and supports a high quality of life, ensures a safe, secure, and sustainable environment, fosters new opportunities, and champions a culture of equity, diversity, and inclusion.

Agenda Item 3.1

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation of the Domestic Violence Awareness and Prevention Month Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present the Domestic Violence Awareness and Prevention Month proclamation.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Domestic Violence Awareness and Prevention Month is recognized annually during the month of October. October is significant because in October 1987, the first Domestic Violence Awareness Month was observed, which also marked the introduction of the first national domestic violence toll-free hotline. In 1989 the U.S. Congress designated October as National Domestic Violence Awareness Month and such legislation has passed every year since.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Domestic Violence Awareness and Prevention Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Domestic Violence Awareness and Prevention Month"

WHEREAS, one in every three women will experience domestic violence during her lifetime; and approximately 15.5 million children are exposed to domestic violence every year; and

WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and

WHEREAS, victims of domestic violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse; and

WHEREAS, the City of Dublin encourages victims of domestic violence and their families to seek assistance from Rewire Community, Tri-Valley Haven, and other appropriate victims services organizations, and recognizes the compassion and dedication of the individuals who provide services to victims of domestic violence; and

WHEREAS, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim October 2024 as "Domestic Violence Awareness and Prevention Month" in the City of Dublin and encourages the community to be cognizant of the important work done by domestic violence programs and victims service providers, as well as actively participate in the scheduled activities and programs that work towards the elimination of personal and institutional violence against women and children.

DATED: October 1, 2024

Mayor Michael McCorriston

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Councilmember Janine Thalblum

Agenda Item 3.2

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, Assistant City Manager

SUBJECT: Presentation to Retiring City Manager Linda Smith
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City will make a presentation to retiring City Manager Linda Smith in appreciation of her dedicated service to the City.

STAFF RECOMMENDATION:

Make the presentation and receive comments from retiring City Manager Linda Smith.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City will make a presentation to retiring City Manager Linda Smith in appreciation of her dedicated service to the City.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.1

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of September 17, 2024 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the September 17, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 17, 2024 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the September 17, 2024 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) September 17, 2024 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: September 17, 2024

The following are minutes of the actions taken by the City of Dublin City Council. A full video recording of the meeting with the agenda items indexed and time stamped is available on the City's website at: https://dublin.ca.gov/ccmeetings

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Councilmembers Josey and Qaadri
Unrepresented Employee: City Manager

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, September 17, 2024, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor McCorriston.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Attendee Name	Status
Michael McCorriston, Mayor	Present
Dr. Sherry Hu, Vice Mayor	Present
Jean Josey, Councilmember	Present
Kashef Qaadri, Councilmember	Present
Janine Thalblum, Councilmember	Present

2) REPORT ON CLOSED SESSION

Mayor McCorriston reported there was no reportable action out of Closed Session.

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Recognition of Dublin Little League 10s and 12s Girls Softball Teams

The City Council recognized Dublin Little League 10s and 12s Girls Softball teams for their achievements in their State Tournaments and beyond.

DRAFT

4) PUBLIC COMMENT

Ritesh Agarwal provided public comment.

5) CONSENT CALENDAR

City Attorney John Bakker reported in accordance with the Brown Act, that a verbal statement is required before acting on executive contract. The executive contract on the agenda was for incoming City Manager, Colleen Tribby. The basic terms of the agreement are a five-year term with a base salary of $28,896 per month. The contract calls for a cost-of-living adjustment each July 1st, with a standard executive benefits package that other executives/supervisorial employees receive. Additionally, there is an automobile allowance of $450 per month, a technology allowance of $1,500 per year, and City deferred compensation contribution of $5,000 per year.

5.1) Approved the September 3, 2024 Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 101-24 titled, "Finding that Developers Having Obligations Under Active Development Agreements and Supplemental Agreements as Amended, Have Complied in Good Faith with the Terms and Provisions of the Agreements."

5.3) Received the notification and adopted Resolution No. 102-24 titled, "Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8649, Francis Ranch."

5.4) Received the report of payments issued from August 1, 2024 - August 31, 2024, totaling $8,799,312.47.

5.5) Adopted Resolution No. 103-24 titled, "Delegating Authority to the City Manager to Purchase Fleet Vehicles Exceeding $45,000 for Fiscal Year 2024-25."

5.6) Waived the second reading and adopted Ordinance No. 09-24 titled, "Approving Amendments to the Dublin Municipal Code Chapter 7.94 (Green Building Code) to Amend Section 7.94.050 (Definitions) and to Add Section 7.94.085 (Low Carbon Concrete) and Section 7.94.120 (Low Carbon Concrete)."

5.7) Waived the reading and introduced the Ordinance Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code, and directed Staff to file the 2024 Local Agency Biennial Notice.

5.8) Approved and authorized the Mayor to execute the Agreement with Colleen Tribby for employment as City Manager and adopted Resolution No. 104-24 titled, "Amending the Salary Plan."

On a motion by Councilmember Qaadri, seconded by Councilmember Josey, and by unanimous vote, the City Council adopted the Consent Calendar.

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Jean Josey, Councilmember
AYES:	McCorriston, Josey, Hu, Qaadri, Thalblum

6) PUBLIC HEARING

6.1) Hexcel Redevelopment (PLPA-2022-00038)

The City Council received a presentation regarding the Hexcel Redevelopment Project, which redevelops an 8.81-acre site located at 11711 Dublin Boulevard.

Mayor McCorriston opened the Public Hearing.

Overton Moore Properties, Applicant, made a presentation.

Anthony L. provided public comment.

Jonathan Drescher provided public comment.

Steve Minniear provided public comment.

Mayor McCorriston closed the Public Hearing.

On a motion by Councilmember Qaadri, seconded by Councilmember Josey, and by unanimous roll call vote, the City Council took the following actions: 1) adopted Resolution No. 105-24 titled, "Certifying an Environmental Impact Report and Adopting Environmental Impact Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the Hexcel Redevelopment Project;" 2) waived the reading and introduced the Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Related Stage 1 and Stage 2 Development Plans for the Hexcel Redevelopment Project; and 3) adopted Resolution No. 106-24 titled, "Approving a Site Development Review Permit and Heritage Tree Removal Permit for the Hexcel Redevelopment Project," as amended with the following new Condition of Approval 26, "There shall be no truck traffic at the loading docks within a 90 minute window of a burial at the cemetery. Staff from the Parks and Community Services Department will notify the property owner/manager of scheduled burials."

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Jean Josey, Councilmember
AYES:	McCorriston, Josey, Hu, Qaadri, Thalblum

Mayor McCorriston called for a break at 8:37 PM.

Mayor McCorriston reconvened the meeting at 8:43 PM.

7) UNFINISHED BUSINESS

7.1) Draft Economic Development Strategy

The City Council received a presentation and reviewed the draft Economic Development Strategy.

Mayor McCorriston opened the public comment period.

Upon receiving no public comment, Mayor McCorriston closed the public comment period.

The City Council asked clarifying questions and provided feedback on the draft Economic Development Strategy.

8) NEW BUSINESS

8.1) Annual Review of the City's Statement of Investment Policy

The City Council received a presentation on the annual review of the Statement of Investment Policy.

Mayor McCorriston opened the public comment period.

Yosra Abdelaziz provided public comment.

Abhijoy Mukherjee provided public comment.

Asma Shaikh provided public comment.

Naveed Desai provided public comment.

Katherine Walley provided public comment.

Aquila Aswat provided public comment.

Mahz Shaikh-Gingras provided public comment.

Fadia Hijazi provided public comment.

Musa Tariq provided public comment.

Arman Rizvi provided public comment.

Zehra Ansal provided public comment.

Nadine provided public comment.

Omar Shorab provided public comment.

Maria Fernanda Lezama provided public comment.

Sara Haider provided public comment.

Agha Haider provided public comment.

Roeeda Khalil provided public comment.

Michelle Mirza provided public comment.

Maha Adranly provided public comment.

Farah Rahhal provided public comment.

Ola Rabah provided public comment.

Izzy provided public comment.

Abdelrahman Ahmed provided public comment.

Zaynab T. provided public comment.

Lakshmi Rajagopalan provided public comment.

Seema Badar provided public comment.

Ahmad provided public comment.

Rida W. provided public comment.

Frank Sterling provided public comment.

Mona Punch provided public comment.

Ebeid ElSayed provided public comment.

Flora Wong provided public comment.

Faizah provided public comment.

Saria Iqbal provided public comment.

Naomi Smoller provided public comment.

Esther H. provided public comment.

Anonymous provided public comment.

Mayor McCorriston closed the public comment period.

On a motion by Councilmember Josey, seconded by Councilmember Thalblum, and by unanimous roll call vote, the City Council adopted Resolution 107-24 titled, "Approving the Annual Review of the Statement of Investment Policy and Delegation of Authority to Complete Investment Transactions," and directed Staff to establish a Finance and Investment Subcommittee.

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Jean Josey, Councilmember
SECOND:	Janine Thalblum, Councilmember
AYES:	McCorriston, Josey, Hu, Qaadri, Thalblum

8.2) Overview of the Metropolitan Transportation Commission's Transit Oriented Communities Policy

The City Council moved this item to a future City Council meeting.

9) CITY MANAGER AND CITY COUNCIL REPORTS

The City Council and Staff provided brief information-only reports, including committee reports and reports related to meetings attended at City expense (AB1234).

10) ADJOURNMENT

Mayor McCorriston adjourned the meeting at 11:21 PM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.2

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amended and Restated Agreement with HF&H Consultants, LLC for Franchise Agreement and Solid Waste Contracts Management Support Services
Prepared by: Michelle Sung, Environmental Technician

EXECUTIVE SUMMARY:

The City Council will consider approving an amended and restated agreement with HF&H Consultants, LLC for franchise agreement and solid waste contracts management support services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amended and Restated Agreement with HF&H Consultants, LLC.

FINANCIAL IMPACT:

The amended and restated agreement with HF&H Consultants, LLC increases the not-to-exceed compensation of the agreement by $340,485 which includes an $80,000 contingency, for a total contract amount of $690,000. The agreement is funded by a combination of the Measure D Fund for on-going Senate Bill 1383 and solid waste contracts support services, and the General Fund for the performance and compensation review as well as the assignment review. Costs associated with the performance and compensation review will be reimbursed to the City by AVI. No budget amendment is required.

DESCRIPTION:

On June 1, 2021, the City Council adopted Resolution 55-21 approving an agreement with HF&H Consultants, LLC for Senate Bill (SB) 1383 and Solid Waste Franchise support services for a term of two years and a not-to-exceed compensation amount of $111,075, funded by Measure D (Attachment 3). The agreement has subsequently been amended three times, as follows:

- On April 5, 2022, the City Council adopted Resolution 25-22 amending the agreement to include additional scope of work for as-needed franchise agreement technical assistance,

such as performance and compensation reviews. The amendment also extended the term of the services by 12 months and increased the not-to-exceed compensation amount to $223,075, funded by Measure D (Attachment 3). In February 2023, a budget adjustment was approved that replaced $100,000 in Measure D Funds for the agreement with General Fund Reserves. This amount will be reimbursed by Amador Valley Industries (AVI) as part of its agreement with the City.

- On June 20, 2023, the City Council adopted Resolution 65-23 approving a second amendment to the agreement to include additional scope of work for SB 1383 assistance, including support for compost brokering and modification of the Dublin Municipal Code and design guidelines for development projects. The second amendment also extended the term of services by two years to June 30, 2026, for a total contract term of five years, and increased the not-to-exceed compensation amount to $268,975, funded by Measure D (Attachment 3).
- On December 5, 2023, the City Council adopted Resolution 118-23 approving a third amendment to the agreement to include additional scope of work to provide disposal contract negotiations assistance and increased the not-to-exceed compensation amount to $349,515, funded by Measure D (Attachment 3).

Staff recommends amending and restating the agreement with HF&H Consultants, LLC to consolidate the changes made in the first through third amendments and to further amend the agreement to increase the scope of work and the not-to-exceed compensation. The proposed amended and restated agreement includes additional scope to assist with work related to the assignment of the franchise agreement with AVI and increases the not-to-exceed compensation by $340,485 to a new total of $690,000 which includes $80,000 for as-needed contingency services. The amended and restated agreement will also adjust the term of service of the agreement from June 30, 2026 to June 1, 2026, to meet requirements of the Alameda County Waste Reduction and Recycling Act of 1990 Subsection 64.030(D), which requires that contracts using Recycling Fund (Measure D) monies shall be made for periods of not more than five years.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Amended and Restated Agreement with HF&H Consultants, LLC
2) Exhibit A to the Resolution – Amended and Restated Agreement with HF&H Consultants, LLC
3) Contractor Services Agreement and Amendments #1 through #3 with HF&H Consultants, LLC

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AMENDED AND RESTATED AGREEMENT WITH HF&H CONSULTANTS, LLC

WHEREAS, on June 1, 2021, the City Council adopted Resolution No. 55-21 approving an Agreement with HF&H Consultants, LLC for Senate Bill 1383 and solid waste franchise support services ("Agreement"); and

WHEREAS, on April 5, 2022, the City Council adopted Resolution No. 25-22 approving Amendment #1 to the Agreement to increase the scope of work, increase the compensation, and extend the term of the contract; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution No. 65-23 approving Amendment #2 to the Agreement to increase the scope of work, increase the compensation, and extend the term of the contract to June 30, 2026; and

WHEREAS, on December 5, 2023, the City Council adopted Resolution No. 118-23 approving Amendment #3 to the Agreement to increase the scope of work and increase the compensation; and

WHEREAS, the City desires to further amend the Agreement to adjust the term of service to June 1, 2026, to meet requirements of the Alameda County Waste Reduction and Recycling Act of 1990 Subsection 64.060(D) which requires that contracts using Recycling Fund monies shall be made for periods of not more than five years; and

WHEREAS, the City and HF&H Consultants, LLC mutually desire to amend the Agreement to increase the scope of work and compensation; and

WHEREAS, the City and HF&H Consultants, LLC mutually desire to consolidate the Agreement, Amendments #1 through #3, aforementioned term of service, and increased scope of work and compensation, into an Amended and Restated Agreement, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Amended and Restated Agreement with HF&H Consultants, LLC, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the Amended and Restated Agreement and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF DUBLIN AND HF&H CONSULTANTS, LLC

This AMENDED AND RESTATED AGREEMENT for Franchise Agreement and Solid Waste Contracts Management Support services is made by and between the City of Dublin ("City") and HF&H Consultants, LLC ("Contractor") (together sometimes referred to as the "Parties") as of October 1, 2024 (the "Effective Date").

RECITALS

WHEREAS, HF&H Consultants, LLC provides franchise agreement and solid waste contracts management support services; and

WHEREAS, on June 1, 2021, the City Council adopted Resolution No. 55-21 approving an Agreement with HF&H Consultants, LLC for Senate Bill 1383 and solid waste franchise support services; and

WHEREAS, on April 5, 2022, the City Council adopted Resolution No. 25-22 approving Amendment #1 to the Agreement to increase the scope of work, increase the compensation, and extend the term of the contract to June 30, 2024; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution No. 65-23 approving Amendment #2 to the Agreement to increase the scope of work, increase the compensation, and extend the term of the contract to June 30, 2026; and

WHEREAS, on December 5, 2023, the City Council adopted Resolution No. 118-23 approving Amendment #3 to the Agreement to increase the scope of work and increase the compensation; and

WHEREAS, the City wishes to further amend the agreement with HF&H Consultants, LLC to adjust the term of service to June 1, 2026, to meet requirements of the Alameda County Waste Reduction and Recycling Act of 1990 Subsection 64.060(D), which requires that contracts using Recycling Fund monies shall be made for periods of not more than five years; and

WHEREAS, the City and Contractor mutually desire to further amend the agreement with HF&H Consultants, LLC to increase the scope of work and compensation; and

WHEREAS, the City and Contractor mutually desire to consolidate the Agreement, Amendments #1 through #3, aforementioned term of service adjustment and scope of work increase (collectively the "Prior Agreement"), into this Amended and Restated Agreement ("Agreement"), which supersedes the Prior Agreement.

NOW, THEREFORE, the City of Dublin and HF&H Consultants, LLC hereby agree as follows:

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and

place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 1, 2026, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month-to-month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.

1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed $690,000 which includes an $80,000 contingency, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

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The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this

Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

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c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

4.3.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.3.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.3.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this

Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color,

creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to

the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor.

Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Contractor shall be sent to:

HF& H Consultants, LLC
Att: Rob Hilton, President
201 North Civic Drive, Suite 230
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

City of Dublin
Att: Michelle Sung, Environmental Technician
100 Civic Plaza
Dublin, CA 94568

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.11 **Counterparts and Electronic Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.12 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as

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described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

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The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

HF&H Consultants, LLC

Signed by:
Rob Hilton
88276C880CEC47F...

Rob Hilton, President

N/A
Contractor's DIR Registration Number
(if applicable)

Docusign Envelope ID: 7DC5A64D-223F-4708-A0F3-122FD0A15098

EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

The Contractor will provide specialized technical services, as needed, to support the City in negotiations and management of the contract with its franchised waste hauler and to support processing agreement negotiations. Contract services may also include assistance with SB 1383 or other solid waste program implementation. Services requested include the tasks listed below and may include similar related projects, as determined by the City.

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Contractor will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Contractor will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Subtasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecyle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.
2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance and compensation reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

Task 3- SB 1383 Technical Assistance

Subtasks:

1. Support Compost Brokering. HF&H will support the City in achieving compliance with its SB 1383 "Recovered Organic Waste Product Procurement" requirements as modified by AB 1985 in 2022. Specifically, HF&H will facilitate an arrangement with Agromin, Inc. to broker the City's recovered organic waste quota each year on the City's behalf. Under this arrangement, Agromin would qualify as a direct service provider to the City. In addition, the Agreement with Agromin would have provisions for the City or City-specified projects to receive SB 1383-compliant compost or mulch products. HF&H's scope of services for this task will include negotiating an Agreement with Agromin, facilitating review of that Agreement by City Attorney's office, and preparing a brief staff report for City staff to bring the Agreement to City Council. Following City Council adoption of the Agreement, HF&H will work with Agromin at each reporting milestone to receive and review the reports and ensure that the City is on track for their annual requirements.
2. Support Modification of Municipal Code and Design Guidelines for Development Projects. HF&H will work with City staff to modify the Dublin Municipal Code to clarify requirements for new developments related to adequate space for recycling and organics. HF&H will facilitate a design session with City staff, including solid waste, engineering, and planning/building staff, to discuss the desired changes to the Municipal Code. Based on the input in the design session, HF&H will research practices in other communities to identify potential alternative approaches. HF&H will meet again with City staff to discuss the proposed handling of the issue prior to drafting the revised code language. Based upon the agreed-upon approach, HF&H will draft the Municipal

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Coad language and/or design guidelines for the City's consideration. The scope of services for this task includes one revised draft of the document.

3. Additional SB 1383 technical assistance may be requested by the City, as needed.

Task 4- Disposal Contract Negotiations Assistance

The City's current agreement with Waste Management for disposal of landfill waste at the Altamont Landfill expires on June 30, 2025. The Contractor will assist the City in negotiations with Waste Management on a new disposal contract. Some of the expected key terms of the agreement to be negotiated include the rate adjustment methodology, the term, compost procurement, and pricing.

Subtasks:

1. Review the City's current disposal agreement and make suggestions for changes to terms of the agreement based on the City's goals.
2. Coordinate and lead negotiation meetings with the City and WM
3. Utilize publicly available tip fee data on local and regional landfills, knowledge of recent and applicable disposal negotiations for comparable services and compare this information to WM's proposal for services.
4. Draft and finalize changes to the disposal agreement for review by City.
5. Support City staff with preparations and presentation to City Council.

Task 5- Review of Proposed Assignment of Franchise Agreement

The Contractor will review AVI's proposed assignment of their franchise agreement.

Subtasks:

1. Review the City's Franchise Agreement in detail to determine what information is required from AVI, the proposed assignee, the City and any other parties. HF&H will prepare a Request for Information and conduct a kick-off meeting to discuss process, schedule, and required information.
2. Assess compliance considerations related to current franchisee that requires mitigation or remedy prior to, or as part of, the assignment approval.
3. Review proposed financial and other terms of the assignment between the franchisee and assignee.
4. Review financial condition of franchisee and assignee.
5. Review experience, qualifications, and performance of assignee.
6. Document findings from assignment review.
7. Support City staff with preparations and presentation to City Council.

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Compensation Schedule & Reimbursable Expenses

Contractor shall provide the services at the hourly rates shown in the table below. A new fee schedule is issued at the beginning of each year, as approved by the City.

	Executive	Senior Project Manager	Project Manager	Senior Associate	Associate Analyst	Assistant Analyst	Administrative Staff
Hourly Rate	$335-$365	$310-$330	$270-$300	$230-$265	$200-$215	$175-$195	$140-$175

Standard charges for common reimbursable direct expenses are as follows:

Automobile Travel – Prevailing IRS mileage rage

*Mileage fees are based on the round-trip distance from the point of origin.
*Reimbursable expenditures shall be itemized and provided as part of submitted invoice

CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
HF&H CONSULTANTS, LLC

THIS AGREEMENT for contract services is made by and between the City of Dublin ("City") and HF&H Consultants, LLC ("Contractor") (together sometimes referred to as the "Parties") as of June 2, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023 the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

1.5 [Intentionally Deleted]

1.6 [Intentionally Deleted]

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $111,075, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be

performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of

Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED

SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 **Submittal Requirements.** To comply with Subsection 4.1, Contractor shall submit the following:

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 **All Policies Requirements.**

4.3.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide

Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Contractor shall be sent to:

HF&H Consultants, LLC
Att: Rob Hilton, President
201 North Civic Drive, Suite 230
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

City of Dublin
Att: Michelle Sung, Environmental Technician
100 Civic Plaza
Dublin, CA 94568

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

DocuSigned by:

Linda Smith

E33836CFFC044E0...

Linda Smith, City Manager

HF&H Consultants, LLC

DocuSigned by:

Rob Hilton

88276C880CEC47F...

Rob Hilton, President

Attest:

DocuSigned by:

Marsha Moore

9BB70816D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

Jordyn Bishop for

5ED7F38973DC484...

City Attorney

3070365.1

EXHIBIT A

SCOPE OF SERVICES

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecyle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:
At minimum, deliverables for this project shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.
2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

EXHIBIT B

COMPENSATION SCHEDULE

Executive	Project Manager	Project Advisor	Lead Analyst	Admin	Labor
$ 305	$ 225	$ 260	$ 165	$ 115	Hours

AMENDMENT #1 TO CONTRACTOR SERVICES AGREEMENT
BETWEEN THE CITY OF DUBLIN AND
HF&H CONSULTANTS, LLC

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and HF&H Consultants, LLC (hereinafter referred to as " CONTRACTOR ") entered into a Contractor Services Agreement for Solid Waste Franchise Agreement Amendment and SB 1383 Implementation services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the scope of work in the existing AGREEMENT is on-going and additional budget is required to complete the scope of work; and

WHEREAS, the CITY and CONTRACTOR mutually desire to amend the AGREEMENT to include additional scope of work as described in Exhibit A, increase the compensation, and extend the term of services to June 30, 2024.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 1 shall be rescinded in its entirety and replaced with the following:

SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as revised Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

2) Section 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

3) Section 2 shall be rescinded in its entirety and replaced with the following:

COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $223,075, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

4) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.

5) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

6) All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

7) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

DocuSigned by:

By: _____
E33836CFFC044E0...
Linda Smith, City Manager

Dated: 4/14/2022

HF&H CONSULTANTS, LLC.

DocuSigned by:

By: _____
88276C880CEC47F...
Rob Hilton, President

ATTEST:

DocuSigned by:

By: _____
9BB70813D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

By: _____
5ED7F38973DC484...
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecyle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.

2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

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AMENDMENT #2 TO CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND HF&H CONSULTANTS, LLC

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and HF&H Consultants, LLC (hereinafter referred to as "CONSULTANT ") entered into a CONSULTANT Services Agreement for Solid Waste Franchise Agreement Amendment and SB 1383 Implementation services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on April 5, 2022, the CITY and CONSULTANT amended the AGREEMENT to add scope, budget, and extend the term of service to June 30, 2024; and

WHEREAS, the scope of work in the existing AGREEMENT is on-going; and

WHEREAS, the CITY and CONSULTANT now mutually desire to amend the AGREEMENT to include additional scope of work as described in Exhibit A, increase the compensation, and extend the term of services to June 30, 2026; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to update the compensation schedule by modifying Exhibit B of the AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 1.1 shall be rescinded in its entirety and replaced with the following:

   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month-to-month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

2) Section 2 shall be rescinded in its entirety and replaced with the following:

   Compensation. City hereby agrees to pay Consultant a sum not to exceed $268,975, which includes a $15,000 contingency notwithstanding any contrary

indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subconsultants of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subconsultants may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

3) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.

4) Revised Exhibit B (Compensation Schedule & Reimbursable Expenses) of the AGREEMENT is amended per the attached.

5) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

6) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

7) The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

DocuSigned by:

By: _____
E33836CFFC044E0...
Linda Smith, City Manager

Dated: 6/23/2023

HF&H CONSULTANTS, LLC

DocuSigned by:

By: _____
98276C880CEC47F...
Rob Hilton, President

ATTEST:

DocuSigned by:

By: _____
9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

By: _____
21204750D69C449...
City Attorney

DocuSign Envelope ID: 21D99C95-AA4F-417E-A919-DBB0E989312D

EXHIBIT A

SCOPE OF SERVICES

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecyle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.

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2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance and compensation reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

Task 3- SB 1383 Technical Assistance

Tasks:

1. Support Compost Brokering. HF&H will support the City in achieving compliance with its SB 1383 "Recovered Organic Waste Product Procurement" requirements as modified by AB 1985 in 2022. Specifically HF&H will facilitate an arrangement with Agromin, Inc. to broker the City's recovered organic waste quota each year on the City's behalf. Under this arrangement, Agromin would qualify as a direct service provider to the City. In addition, the Agreement with Agromin would have provisions for the City or City-specified projects to receive SB 1383-compliant compost or mulch products. HF&H's scope of work for this task will include negotiating an Agreement with Agromin, facilitating review of that Agreement by City Attorney's office, and preparing a brief staff report for City staff to bring the Agreement to City Council. Following City Council adoption of the Agreement, HF&H will work with Agromin at each reporting milestone to receive and review the reports and ensure that the City is on track for their annual requirements.
2. Support Modification of Municipal Code and Design Guidelines for Development Projects. HF&H will work with City staff to modify the Dublin Municipal Code to clarify requirements for new developments related to adequate space for recycling and organics. HF&H will facilitate a design session with City staff, including solid waste, engineering, and planning/building staff, to discuss the desired changes to the Municipal Code. Based on the input in the design session, HF&H will research practices in other communities to identify potential alternative approaches. HF&H

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will meet again with City staff to discuss the proposed handling of the issue prior to drafting the revised code language. Based upon the agreed-upon approach, HF&H will draft the Municipal Coad language and/or design guidelines for the City's consideration. The scope of work for this task includes one revised draft of the document.

3. Additional SB 1383 technical assistance may be requested by the City, as needed.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Consultant shall provide the services at the hourly rates shown in the table below. A new fee schedule is issued at the beginning of each year, as approved by the City.

	Executive	Project Manager	Project Advisor	Lead Analyst
Hourly Rate	$305	$225	$165	$115

Standard charges for common reimbursable direct expenses are as follows:

Automobile Travel – Prevailing IRS mileage rate

*Mileage fees are based on the round-trip distance from the point of origin.
*Reimbursable expenditures shall be itemized and provided as part of submitted invoices.

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AMENDMENT #3 TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND HF&H CONSULTANTS, LLC

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and HF&H Consultants, LLC (hereinafter referred to as "CONTRACTOR ") entered into a CONTRACTOR Services Agreement for Solid Waste Franchise Agreement Amendment and SB 1383 Implementation services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on April 5, 2022, a First Amendment to the AGREEMENT was entered into to add scope, budget, and extend the term of service to June 30, 2024; and

WHEREAS, on June 20, 2023, a Second Amendment to the AGREEMENT was entered into to add scope, budget, and extend the term of service to June 30, 2026; and

WHEREAS, the scope of work in the existing AGREEMENT is on-going; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to amend the AGREEMENT to include additional scope of work as described in Exhibit A and increase the compensation.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

1) Section 2 shall be rescinded in its entirety and replaced with the following:

Compensation. City hereby agrees to pay Contractor a sum not to exceed $349,515 which includes a $30,000 contingency notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further

agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.

3) Except to the extent inconsistent with this Third Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

4) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

5) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: DocuSigned by: Linda Smith
E33836CFFC044E0...
Linda Smith, City Manager

Dated: 12/5/2023

HF&H CONSULTANTS, LLC

By: DocuSigned by: Rob Hilton
88276C880CEC47F...
Rob Hilton, President

ATTEST:

By: DocuSigned by: Marsha Moore
9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: Camilla Getz
21204730D69C449...
City Attorney

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EXHIBIT A

SCOPE OF SERVICES

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Contractor will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Contractor will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Subtasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecyle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.

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2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance and compensation reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

Task 3- SB 1383 Technical Assistance

Subtasks:

1. Support Compost Brokering. HF&H will support the City in achieving compliance with its SB 1383 "Recovered Organic Waste Product Procurement" requirements as modified by AB 1985 in 2022. Specifically HF&H will facilitate an arrangement with Agromin, Inc. to broker the City's recovered organic waste quota each year on the City's behalf. Under this arrangement, Agromin would qualify as a direct service provider to the City. In addition, the Agreement with Agromin would have provisions for the City or City-specified projects to receive SB 1383-compliant compost or mulch products. HF&H's scope of work for this task will include negotiating an Agreement with Agromin, facilitating review of that Agreement by City Attorney's office, and preparing a brief staff report for City staff to bring the Agreement to City Council. Following City Council adoption of the Agreement, HF&H will work with Agromin at each reporting milestone to receive and review the reports and ensure that the City is on track for their annual requirements.
2. Support Modification of Municipal Code and Design Guidelines for Development Projects. HF&H will work with City staff to modify the Dublin Municipal Code to clarify requirements for new developments related to adequate space for recycling and organics. HF&H will facilitate a design session with City staff, including solid waste, engineering, and planning/building staff, to discuss the desired changes to the Municipal Code. Based on the input in the design session, HF&H will research practices in other communities to identify potential alternative approaches. HF&H

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will meet again with City staff to discuss the proposed handling of the issue prior to drafting the revised code language. Based upon the agreed-upon approach, HF&H will draft the Municipal Coad language and/or design guidelines for the City's consideration. The scope of work for this task includes one revised draft of the document.

3. Additional SB 1383 technical assistance may be requested by the City, as needed.

Task 4- Disposal Contract Negotiations Assistance

The City's current agreement with Waste Management for disposal of landfill waste at the Altamont Landfill expires on June 30, 2025. The Contractor will assist the City in negotiations with Waste Management on a new disposal contract. Some of the expected key terms of the agreement to be negotiated include the rate adjustment methodology, the term, compost procurement, and pricing.

Subtasks:

1. Review the City's current disposal agreement and make suggestions for changes to terms of the agreement based on the City's goals.
2. Coordinate and lead negotiation meetings with the City and WM.
3. Utilize publicly available tip fee data on local and regional landfills, knowledge of recent and applicable disposal negotiations for comparable services and compare this information to WM's proposal for services.
4. Draft and finalize changes to the disposal agreement for review by the City.
5. Support City staff with preparations and presentation to City Council.

Agenda Item 5.3

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services
Prepared by: Sai Midididdi, Associate Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services with Bear Electrical Solutions, LLC and DC Electric Group.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services with Bear Electrical Solutions, LLC and DC Electric Group.

FINANCIAL IMPACT:

The cost of these services will be charged to the Public Works Department in accordance with the adopted annual operating budget, Capital Improvement Program project budgets, and/or developer deposit account.

DESCRIPTION:

The Public Works Department utilizes contractors on Capital Improvement Program (CIP) projects, private development projects, maintenance services projects, and for on-call, as-needed services to assist Staff in specific areas of technical, maintenance, and professional expertise. Contractors are solicited through open and competitive requests for qualifications (RFQ) processes or through public competitive bid processes. Staff recently issued an RFQ for certain on-call traffic signal and streetlight services to find a contractor, or contractors, with the necessary background and expertise to provide such work at competitive costs.

The City currently contracts with Alameda County for routine, as-needed, and emergency traffic

signal and streetlight maintenance services. The RFQ sought other contractors that perform services not provided by Alameda County, such as concrete foundation replacement, or that augment services provided by Alameda County, particularly emergency services.

Four submissions were received in response to the RFQ. After reviewing the qualifications, Staff recommends two firms, Bear Electrical Solutions, LLC and DC Electric Group, to provide services for terms through June 30, 2027, and with a proposed compensation limit of $500,000 each. The recommended firms have provided similar services to various municipalities around the Bay Area.

Staff also recommends that the following firms that responded to the RFQ be deemed qualified and remain on the City's Managed Qualified Bid List, reserving the right to enter into an agreement with at a future date: St Francis Electric LLC and Tennyson Electric LLC.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services with Bear Electrical Solutions, LLC and DC Electric Group
2) Exhibit A to the Resolution –Agreements with Bear Electrical Solutions, LLC and DC Electric Group
3) Request for Qualifications – On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services
4) Statements of Qualifications – On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services

RESOLUTION NO. XX – 24

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

APPROVING AGREEMENTS FOR ON-CALL ELECTRICAL, TRAFFIC SIGNAL, TRAFFIC SIGNAL COMMUNICATION, STREETLIGHT SUPPORT, AND EMERGENCY REPAIR SERVICES WITH BEAR ELECTRICAL SOLUTIONS, LLC AND DC ELECTRIC GROUP

WHEREAS, on July 16, 2024, Staff issued a Request for Qualifications (RFQ) for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services; and

WHEREAS, the City received four responses to the RFQ; and

WHEREAS, Staff reviewed and evaluated the statements of qualifications in accordance with the RFQ rating criteria; and

WHEREAS, the City desires to enter into agreements with Bear Electrical Solutions, LLC and DC Electric Group, each for a not-to-exceed amount of $500,000 over a three-year term; and

WHEREAS, the City also wishes to enter into agreements at a later date, for the following firms which were deemed to be qualified as part of the RFQ solicitation process: St Francis Electric LLC and Tennyson Electric LLC.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreements with Bear Electrical Solutions, LLC and DC Electric Group, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the Agreements and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND BEAR ELECTRICAL SOLUTIONS, LLC FOR ON-CALL ELECTRICAL, TRAFFIC SIGNAL, TRAFFIC SIGNAL COMMUNICATION, STREETLIGHT SUPPORT AND EMERGENCY REPAIR SERVICES

THIS AGREEMENT for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair services is made by and between the City of Dublin ("City") and Bear Electrical Solutions, LLC ("Contractor") (together sometimes referred to as the "Parties") as of October 2, 2024 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Service attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

1.5 **Public Works Contractor Registration**. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code.

1.6 **Public Works Contractor Registration**. Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. **COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed $500,000, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of

providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time

necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of

written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. **INSURANCE REQUIREMENTS**. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or

damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of

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this Agreement in an amount not less than $2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Contractor’s insurance coverage shall be

primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

4.3.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment

of losses and related investigations, claim administration and defense expenses.

4.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to,

any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression,

political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest

therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Contractor shall be sent to:

Robert Asuncion, TE
1252 State Street, PO Box 924
Alviso, CA 95002

Any written notice to City shall be sent to:

City of Dublin
Att: Sai Midididdi

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100 Civic Plaza
Dublin, CA 94568

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.11 **Counterparts and Electronic Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.12 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for
one million dollars ($1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.13 **Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.**

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in

accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their

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obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a

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written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

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The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

BEAR ELECTRICAL SOLUTIONS, LLC

DocuSigned by:
Robert Asuncion
5DA4558DC559480...

Robert Asuncion, Vice President

1000002158

Contractor's DIR Registration Number (if applicable)

3070365.1

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EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

On-Call Electrical, Traffic Signal, Traffic Signal Communication, and Streetlight Support and Emergency Repair Services

The City's traffic signal and streetlight preventive maintenance services are contracted to Alameda County Traffic Signal Maintenance staff. The Contractor(s) selected through this RFQ shall provide On-Call Support and Emergency Repair Services for the City's traffic signals, streetlight and other electrical infrastructure. The Contractor will primarily provide support to City staff or Alameda County Traffic Signal Maintenance staff as needed on a workorder basis. On-call and during emergency situations, the Contractor shall furnish and supply all labor, equipment, and materials and perform all work, as needed, to maintain and repair all traffic signal equipment, fiberoptic cable, safety lights, and streetlights. Various classifications of On-Call repair work include the following services listed below. No payment will be made for services not expressly authorized by the City staff.

1.0 Accidental Damage Repair

On the City's request, the Contractor shall repair damage to traffic signal systems and streetlights resulting from traffic accidents. Accidental damage repair work includes cleanup of debris from an accident, such as a pole knockdown, erection of barricades or signs, or hookup of a temporary signal controller, temporary poles and signals, if necessary, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the public. The Contractor shall provide adequate traffic control and warning signs per the latest MUTCD guidelines and shall maintain erected warning and directional signs while work is in progress. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs unless otherwise authorized by City staff. All temporary signals, controllers, or other equipment shall provide the same functional capability as the original installation.

1.1 Traffic Signal Modification

This work consists of modifying any existing signal features or components and/or correcting signal malfunctions of any kind, including those that are the result of accidental damage (knockdown), vandalism, pavement failure, or obsolescence. Signal modifications and repair includes improvements necessary to correct equipment deterioration, malfunction, or other equipment failure. The traffic signal modifications and repair scope include but not limited to:

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- Traffic signal poles and mast arms
- Safety lighting poles
- Video system installation and repair – CCTV & video detection
- Emergency Vehicle Pre-emption
- Battery Back-up Systems (BBS)
- Audible Pedestrian Signals (APS)
- Loop Vehicle Detection Systems
- Associated or appurtenant concrete work for sidewalk and curb ramps that may need to be modified or adjusted based on traffic signal modifications
- Underground utility installation & repair
- Live Electronic Records Management System
- After hours and emergency response, including PG&E Public Safety Power Shutoff (PSPS)Events, Flex Alerts, other planned power shutoff events

1.2 Detector Loops

On the City's request, the Contractor shall test detector loops, detection cameras and detector lead-in-cables for Meg Ohms reading, continuity, frequency, and inductance. At the request of City staff, the Contractor shall provide qualified staff to repair the detector loops per State and City standards.

1.3 Video Detection

On the City's request, the Contractor shall provide qualified personnel to install, test and adjust the video detection systems. Otherwise, the Contractor will be responsible to hire qualified personnel from the video detection manufacturer to program the camera at their expense. The Contractor shall also be able to install, operate and program a pan–tilt–zoom camera (PTZ camera) as needed.

1.4 Streetlights

On the City's request, the Contractor shall provide temporary or permanent repairs to streetlight equipment and appurtenances (LED fixtures, photocell) which the Contractor may be called upon from time to time by the City to repair, replace, or refurbish when streetlight or streetlight pole has been damaged by such things as, but not limited to, vehicle accidents or natural causes. The contractor shall ensure that in the event of a knockdown, that the affected area is secure and that no exposed wires are present. At the request of City staff, the Contractor shall repair or replace streetlight wire and conduits in the event of an outage or wire theft. Unless specified, the City will furnish the appropriate LED fixtures to the contractor.

1.5 New Traffic Signal Turn-on Support

On the request of City staff, the Contractor shall provide the following services to facilitate the installation of a new traffic signal or pedestrian hybrid beacon:

1. Prior to the acceptance of a new traffic signal by the City, the Contractor will inspect the traffic signal and prepare a punch list for corrective measures (if required). The signal construction Contractor will undertake all corrective measures.
2. The Contractor shall test related timing plans in the controller for new traffic signals before they are installed.
3. The Contractor shall provide qualified personnel to make all necessary field connections of the new traffic signal to the controller. This includes, but is not limited to, signal interconnect cable, detector lead-in cable, video detection (i.e., GPS, Opticom, etc.)
4. The Contractor shall be present at signal turn-ons even if the traffic signal is being constructed by a different contractor.

1.6 Training

City staff may request training in the use of certain equipment. This training will be provided on a time-and-material basis, as required. Tasks may include programming a controller, video detection system and any assistance to City staff.

1.7 Traffic Control

The Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain sufficient warning and directional signs, barricades, and lights and shall furnish sufficient flagmen to give adequate warning to the public, at all times, that the road or street is under construction and of any dangerous conditions that may be encountered as a result thereof, in accordance with the CA MUTCD.

Whenever it is necessary to block any traffic lanes in order to complete any portion of the work, the Contractor shall notify the Dublin Police Department and the Dublin Fire Department, as well as City staff. Lane closure and times scheduled for closure shall be subject to approval of City staff. At least one (1) lane of traffic shall be kept open in each direction, at all times. On major arterials, no lane closures shall take place before 9:00 a.m. or after 3:00 p.m., without prior approval from City staff.

Failure on the part of the Contractor to provide adequate signing and barricading will give authority to City staff to provide such protection, as is necessary by City forces or an independent contractor. All costs of protection shall be charged to the Contractor. Repetitive failure shall be sufficient cause to terminate the contract.

1.8 Spare Materials and Equipment Availability

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The Contractor shall maintain adequate storage and shop repair facilities to perform all work including a sufficient stock of common spare parts and signal equipment to effect permanent repairs to the system with the exception of controllers and cabinets. The City will provide spare controllers and cabinets on an as needed basis. The Contractor shall be responsible for maintaining adequate storage facilities to store City supplied materials.

The contractor shall provide equipment and apply installation procedures which are acceptable to City staff and per City standards.

1.9 Parts, Material Quality, and Workmanship

Unless otherwise provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this agreement shall be of the best quality of their respective kind and for their purpose. Wherever replacement of material or equipment, in accordance with the Standard Plans and Specifications may cause an obvious difference in either appearance or operation of the system or would be in any way incompatible with other existing equipment, the Contractor shall so inform City staff. All phases of the work are subject to inspection and approval of City staff. All permanent repairs to the system shall be undertaken within a time period approved by the City Engineer. Failure to effect permanent repairs within this time limit shall be sufficient cause for City staff to authorize repairs to be completed by another contractor.

The Contractor shall be responsible for furnishing all spare parts necessary to maintain the continued safe and efficient operation of the signals whenever the original unit is withdrawn for maintenance, repair, or modification. All component parts of each system shall be maintained at all times to perform the functions for which they were designed, unless authorized otherwise by City staff.

1.10 Maintenance Records

The following records shall be maintained by the Contractor covering signal maintenance activities:
A record of all service calls, repairs, and relevant data pertaining to each individual intersection will be kept in the controller cabinet and properly annotated by the Contractor, at the time of any repair work or modifications. A duplicate record will be kept on file in the Contractor's office and will be sent to City staff, included on the monthly summary report. The Contractor shall supply a copy of the maintenance record to City staff.

Signal-timing charts will be kept in the controller cabinet. The Contractor shall record all signal-timing changes on these charts, and identify the personnel implementing the change and dates of changes. Only City staff shall authorize timing changes. The Contractor may make changes required on a temporary basis due to maintenance

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operations, such as detector failures, but must inform City staff immediately of each change.

A duplicate record of all service calls, repairs, and relevant data pertaining to each individual request is to be kept on file in the Contractor's office and available to the City upon request.

A database shall be maintained indicating previous and scheduled work orders.

1.11 Maintenance Report

The Contractor shall provide reports when on-call to City staff. The submitted report shall contain, as a minimum, the following information on every work order:

- Date of visit to the location
- Location/Intersection name and/or number
- Purpose of the visit (include the name of City staff who requested the service)
- Work accomplished during the visit

The Contractor shall submit to City staff reports of any breakdowns of individual pieces of equipment due to mechanical failure, and report of major repairs to any equipment, the reason for repairs and recommendation for any major repairs to equipment that the Contractor deems necessary for proper performance. Before any work is begun, the Contractor shall provide a quote to be approved by City staff.

1.12 Work Force

1. The Contractor shall always maintain a force of sufficiently trained, qualified traffic signal maintenance employees, preferably International Municipal Signal Association (IMSA) certified, having work experience of a minimum of two years to perform the work as required by City staff.
2. The team of qualified employees shall be sufficient to respond to emergency calls, which may be received at any time, and to promptly make temporary and permanent repairs.
3. The Contractor shall retain qualified engineering or technical personnel capable of working with the types of controllers in the City's system (example: NAZTEC 980, 2070, Cubic Trafficware 980 ATC and Commander).

1.13 Response and Service

The Contractor shall provide response and service in the following manner:

1. The Contractor shall designate and inform City staff of a telephone number(s), where he/she can be reached concerning response or on-call maintenance. The Contractor shall be accessible at this telephone number(s) and available to perform traffic signal repair/response maintenance, twenty-four (24) hours a day,

Docusign Envelope ID: 225E9165-37D0-4F0E-B02F-7A0F48BFF000

seven (7) days a week, including holidays. A fax number and an e- mail address for transmitting documents shall be owned and operated by the Contractor.

2. The Contractor shall provide adequate shop facilities, maintenance vehicles with two-way radio dispatch capability, and tools, inventory, and testing equipment to accomplish all the work described above
3. When the notification is sent by City staff to the Contractor regarding an on-call work:
    a. If the Contractor receives the call between 8:00 a.m. and 5:00 p.m., the response time shall not exceed two (2) hours, Monday through Friday.
    b. When the notification is received at any other time or on any other day, the response time shall not exceed three (3) hours.
    c. When a situation exists that City staff deems dangerous or an emergency and so advises the Contractor, the Contractor shall dispatch qualified personnel and appropriate equipment and material to correct the situation, as soon as possible, but in no case later than indicated above.
    d. Contractor's response to emergency repair should be coordinated with City staff.

2. Other Work

2.1 Conduit Installation

The Contractor shall provide all necessary labor, equipment, and materials to install conduits for traffic signals, signal interconnects or any other work as required by City staff. The work shall be paid in accordance with the contract unit price on Schedule F and G.

2.2 Replace/Install Only

City staff may, from time to time, ask the Contractor to replace existing signal appurtenances with new or advanced ones. City staff will supply the materials and the Contractor's responsibility shall be limited to the installation and replacement only. Payment for such work shall be in accordance with the contract unit price on Schedule H.

2.3 Specific Material Installation Rates

The Contractor shall provide all necessary labor, equipment, and materials for responses and services to execute any work shown either on Schedule D or Schedule E. The cost of such repairs shall be billed in accordance with the contract unit price on Schedule D during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the unit contract price on Schedule E.

2.4 Minor Repair

Docusign Envelope ID: 225E9165-37D0-4F0E-B02F-7A0F48BFF000

The payment for minor repair work, such as fixing of turned signal heads, turned pedestrian signal heads, loose back plates, loose visors, loose internally illuminated street name signs (IISNS) or re-splicing of loops, shall be paid in accordance with the contract unit price on Schedule J, during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the contract unit price on Schedule I.

3. Lump Sum Work

3.1 Repair of Radar Signs and Flashing Beacons Damaged due to Accident/Vandalism/Acts of God

The Contractor shall provide all necessary labor, equipment, and material for responses and services to repair any existing Radar Sign or Flashing Beacon damaged as a result of accidents, vandalism (wire theft), and other acts beyond the control of the City or the Contractor or install at new locations. If applicable, all or part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules A and B) plus the marked-up invoice cost (less than or equal to 10%) of the materials. The Contractor shall be responsible for dividing the work under unit price work and lump sum work and submitting an invoice/quote to City staff for payment or approval for execution of the work.

3.2 Signal Modifications

Whenever City staff deems it necessary to make modifications to an existing, aging traffic signal infrastructure, City staff shall authorize the Contractor to make the necessary modifications. The Contractor shall make such modifications only after receiving a plan and/or an authorization in writing from City staff. The Contractor shall provide all necessary labor, equipment, and materials to provide signal modification work as recommended and approved by City staff. If applicable, all or part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules A and B) plus the marked-up invoice cost (less than or equal to 10%) of the materials. The Contractor shall be responsible for dividing the work under unit price work and lump sum work and submitting a quote to City staff for approval. The City also reserves the right to advertise for competitive bids to effect repairs or modifications to any signal or signal system. Examples of such work include but are not limited to:

1. Replace the aging/existing green vehicle signal indications (green arrows and green circle indications) at 58 intersections with new indications. The approximate number of green indications is 1,100.
2. Replacing the aging vehicle detection system at four intersections along San Ramon Road.

Docusign Envelope ID: 225E9165-37D0-4F0E-B02F-7A0F48BFF000

3.3 Fiber Optics

On the City's request, the Contractor shall designate one person who has knowledge and appropriate licenses to install, troubleshoot, test (OTDR) and make recommendations for the City's fiber optics system. The Contractor may also subcontract fiber optics work to an outside company at its own expense to troubleshoot the City's fiber optics network. Upon completion of any fiber optic work, the contractor shall provide the City with a drawing or mark-up indicating the new fiber connections. The Contractor shall also provide qualified staff to complete the following scope:

- ITS expertise including networking design, implementation, and deployment as well as programming and activation of switches, hubs, & routers
- Certified Fiber Installation, Splicing, Testing, Reporting, and Turn-On
- Certified technicians to land and connect the fiber in traffic signal cabinet and the City's traffic Operation Center.

3.4 Overview of On-Call Projects Process

When requesting services for work under on-call contract, a City project manager will request services on a "Time and Material" basis. The selected firm's services shall be provided based on the costs proposed in the below "Cost Proposal" for scope mentioned in Section 1 and 2. The services will be negotiated on a per project basis and have a budget and specific work scope, submitted on letterhead and signed by the designated project manager for Lump sum Work mentioned in Sections 3.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

SCHEDULE A			
LABOR SCHEDULE			
#	Description	Hourly Rate	
		Straight Time	Overtime
1	Operations Superintendent Reviews and Approves all work; provides input to Engineer	$ 155.00	$ 220.00
2	Engineering Technician Acts as technical liaison; assists Engineer with operation of equipment	$ 145.00	$ 210.00
3	Lead Man Guides and assists field technicians and signalmen	$ 155.00	$ 220.00
4	Traffic Signal Technician – Field Troubleshoots, maintains, repairs field equipment, and programming controller with signal timing plan.	$ 145.00	$ 210.00
5	Traffic Signal Technician – Lab Troubleshoots, maintains, repairs equipment in lab, and programming controller with signal timing plan.	$ 145.00	$ 210.00
6	Traffic Signal Person Under direction of lead man, assists field	$ 145.00	$ 210.00
7	Traffic Signal Person – Apprentice In-training; assists traffic signalman	$ 135.00	$ 200.00
8	Traffic Signal Laborer Assists signalman in field	$ 95.00	$ 125.00

SCHEDULE B			
EQUIPMENT SCHEDULE			
#	Description	Cost per Response or Call/Per Hour	
1	Personnel Vehicle	(Per Response)	$ 50.00
2	Pickup Truck	(Per Response)	$ 50.00
3	Service Truck	(Per Response)	$ 50.00
4	Boom Truck	(Per Hour)	$ 65.00
5	Paint Rig Truck	(Per Response)	$ 100.00
6	Bucket Truck (Hydraulic, Man-Lift)	(Per Hour)	$ 40.00
7	Air Compressor	(Per Response)	$ 100.00
8	Water Truck	(Per Response)	$ 100.00
9	Concrete Saw	(Per Response)	$ 100.00

SCHEDULE C			
EQUIPMENT TESTING SCHEDULE			
#	Description	Unit	Costs
1	New Controller Cabinet (TS – 2 Type 1 "P")	Each	$ 1,200.00
2	New Signal Controller	Each	$ 350.00

MODIFIED SCHEDULE D			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	1 to 4 (6'x6') Type E Loop	Each	$ 750.00
2	5 to 8 (6'X6') Type E Loop	Each	$ 650.00
3	1 to 4(modified round Type D loops) Type E loops with a circular shape	Each	$ 750.00
4	5 to 8 (modified round Type D loops) Type E loops with a circular shape	Each	$ 650.00
5	Furnish and install Audible PPB (Polara) *Polara 2 Wire iNS25AN0-G PPB. Include furnish and installation of CCU.*	Each	$ 4,370.00
6	Furnish and replace Audible PPB (Polara) *Polara 2 Wire iNS25AN0-G PPB*	Each	$ 800.00
7	Furnish and install ADA compliant PPB post (no foundation replacement)	Each	$ 640.00
8	Furnish and install ADA compliant PPB post (with foundation replacement)	Each	$ 2,000.00
9	Furnish and Install *Caltrans Standard Type 15 pole with new 8' luminaire mast arm* (no foundation replacement)	Each	$ 4,720.00
10	Furnish and Install *Caltrans Standard Type 15 pole with new 8' luminaire mast arm* (with foundation replacement)	Each	$ 10,250.00
11	Furnish and Install 12' Decorative pedestrian light pole (no foundation replacement) *– Philips LUMEC Pole: SM6N-18.5-IP-PW-BKTX-LMS46497K*	Each	$ 7,000.00
12	Furnish and Install 12' Decorative pedestrian light pole (with foundation replacement) *– Philips LUMEC Pole: SM6N-18.5-IP-PW-BKTX-LMS46497K*	Each	$ 13,945.00
13	*Deleted*		$-
14	*Deleted*		$-
15	*Caltrans Standard* Type 1-A – 10' (no foundation replacement)	Each	$ 2,840.00
16	*Caltrans Standard* Type 1-A - 10' (with foundation replacement)	Each	$ 6,800.00
17	*Caltrans Standard* Type 1-B – 10' (no foundation replacement)	Each	$ 2,150.00
18	*Caltrans Standard* Type 1-B - 10' (with foundation replacement)	Each	$ 5,900.00
19	*Caltrans Standard* Type 1-D – 10' (no foundation replacement)	Each	$ 2,800.00
20	*Caltrans Standard* Type 1-D -10' (with foundation replacement)	Each	$ 7,000.00
21	Furnish and Install Caltrans Standard Type 18-4-100 with foundation *with 30' mast arm*	Each	$ 29,800.00

22	Furnish and Install Caltrans Standard Type 19-4-100 with foundation *with 30' mast arm*	Each	$ 34,900.00
23	Furnish and Install Caltrans Standard Type 17-3-100 with foundation *with 30' mast arm*	Each	$ 50,500.00
24	Install City-furnished Video Detection Camera (new) along with cable run	Per Camera	$ 1,500.00
25	Replace existing camera with city-furnished Video Detection Camera	Per Camera	$ 1,500.00
26	Install *Caltrans Standard* Type 15 pole with new 8'luminaire mast arm with LED light and Install Foundation, *Luminaire: Leotek Green Cobra Streetlights, include photocell, GCJ1-30J-MV-30K-2R-GY-035-PCR7-CR-WL-RWG*	Each	$ 9,500.00
27	Install Caltrans Standard Type 15 pole with new 8'luminaire mast arm with LED light, *Luminaire: Leotek Green Cobra Streetlights, include photocell, GCJ1-30J-MV-30K-2R-GY-035-PCR7-CR-WL-RWG*	Each	$ 3,500.00
28	Remove existing type 15 Pole	Each	$ 1,500.00
29	Pull box # 3.5 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 540.00
30	Pull box # 5 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 560.00
31	Pull box # 6 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 625.00
32	Pull box #6E *install in sidewalk area, include sidewalk restoration cost*		$ 690.00
33	Pull box #N48 *install in sidewalk area, include sidewalk restoration cost*		$ 1,450.00
34	Pull box lid for # 3.5, *concrete lid only allowed*	Each	$ 190.00
35	Pull box lid for #5, *concrete lid only allowed*	Each	$ 230.00
36	Pull box lid for #6, *concrete lid only allowed*	Each	$ 270.00
37	Pull box lid for #6E, *concrete lid only allowed*		$ 270.00
38	Pull box lid for #N 48, *concrete lid only allowed*		$ 645.00
39	12" LED signal (Green – Ball)	Each	$ 140.00
40	12" LED signal (Yellow – Ball)	Each	$ 140.00
41	12" LED signal (Red – Ball)	Each	$ 140.00
42	12" LED signal (Green – Arrow)	Each	$ 140.00
43	12" LED signal (Yellow – Arrow)	Each	$ 140.00
44	12" LED signal (Red – Arrow)	Each	$ 140.00
45	Install LED countdown pedestrian signal	Each	$ 250.00
46	Type "C" pedestrian signal housing	Each	$ 315.00
47	12" full circle visor	Each	$ 65.00
48	3 section 12" back plate (Louvered)	Each	$ 175.00
49	3 section signal head complete assembly installation, *Complete assembly includes signal head, framework, LED modules, backplate and visor*	Each*	$ 1,250.00
50	4 section signal head complete assembly installation	Each*	$ 1,465.00
51	5 section signal head complete assembly installation	Each*	$ 1,680.00

52	Sidewalk Replacement (5' X 5' X 4')	Per Flag	$ 2,560.00
53	Furnish and Install GPS based Optical Detector on mast arm, *Include cable installation*	Each	$ 1,280.00
54	Furnish and Install GPS based Discriminator Card – 2 Channel, *Opticom 762 Phase Selector*	Each	$ 4,280.00
55	Furnish and Install CCTV/PTZ camera system with switch, CODEC, and cabling *AXIS P5655–E PTZ Network Camera*	Each	$ 4,450.00
56	Furnish and Install LED illuminated street name sign (6 feet) *Temple Edge-Lit LED RAZOR SNS or approved equal. Do not include conductor and cable installation.*	Each	$ 4,050.00
57	Furnish and Install LED illuminated street name sign (8 feet) *Temple Edge-Lit LED RAZOR SNS or approved equal. Do not include conductor and cable installation.*	Each	$ 4,300.00
58	Locate and mark existing traffic signal loop	Per Loop	$ 275.00
59	Bore and install 3" conduit with 12 SM Fiber Optics line *to replace an existing damaged conduit. Include traffic control, potholing and restoration*	LF	$ 130.00
60	Bore and install 3" conduit with 140 SM Fiber Optics line *to replace an existing damaged conduit. Include traffic control, potholing and restoration*.	LF	$ 140.00
61	Test the fiber optic line, end to end, both direction (OTDR)	LS	$ 550.00
62	Trouble shoot fiber optics break	Hour	$ 185.00

*Priced with TV-1T Framework

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	**Description**	**Unit**	**Cost**
1	1 to 4 (6'x6') inductive loops (Type A or D)	Each	$ 1,400.00
2	1 to 4 Type E Loop	Each	$ 1,400.00
3	5 to 8 Type E Loop	Each	$ 1,300.00
4	5 to 8 (6'x6') inductive loops (Type A or D)	Each	$ 1,200.00
5	9 or more (6'x6') inductive loops (Type A or D)	Each	$ 1,300.00
6	PPB post (no foundation replacement)	Each	$ 975.00
7	PPB post (with foundation replacement)	Each	$ 1,500.00
8	Type 1-A – 10' (no foundation replacement)	Each	$ 4,260.00
9	Type 1-A – 10' (with foundation replacement)	Each	$ 8,750.00
10	Type 1-B – 10' (no foundation replacement)	Each	$ 3,225.00
11	Type 1-B – 10' (with foundation replacement)	Each	$ 8,450.00
12	Type 1-D – 10' (no foundation replacement)	Each	$ 4,200.00
13	Type 1-D – 10' (with foundation replacement)	Each	$ 8,750.00
14	Pull box # 3.5	Each	$ 180.00
15	Pull box # 5	Each	$ 200.00
16	Pull box # 6	Each	$ 230.00
17	Pull box lid for # 3.5	Each	$ 180.00

18	Pull box lid for # 5	Each	$ 200.00
19	Pull box lid for # 6	Each	$ 230.00
20	12” LED signal (Green – Ball)	Each**	$ 560.00
21	12” LED signal (Yellow – Ball)	Each**	$ 560.00
22	12” LED signal (Red – Ball)	Each**	$ 560.00
23	12” LED signal (Green – Arrow)	Each**	$ 560.00
24	12” LED signal (Yellow – Arrow)	Each**	$ 560.00
25	12” LED signal (Red – Arrow)	Each**	$ 560.00
26	8” LED signal (Green – Ball)	Each**	$ 555.00
27	8” LED signal (Yellow – Ball)	Each**	$ 555.00
28	8” LED signal (Red – Ball)	Each**	$ 555.00
29	8” LED signal (Green – Arrow)	Each**	$ 555.00
30	8” LED signal (Yellow – Arrow)	Each**	$ 555.00
31	8” LED signal (Red – Arrow)	Each**	$ 560.00
32	LED pedestrian signal	Each**	$ 645.00
33	LED countdown pedestrian signal	Each**	$ 670.00
34	Audible signal	Each**	$ 745.00
35	Type “C” pedestrian signal housing	Each**	$ 560.00
36	12” full circle visor	Each**	$ 535.00
37	8” full circle visor	Each**	$ 560.00
38	3 section 8” back plate (Louvered)	Each**	$ 585.00
39	3 section 12” back plate (Louvered)	Each**	$ 585.00
40	3 section signal head complete assembly installation	Each**	$ 1,295.00
41	4 section signal head complete assembly installation	Each**	$ 1,935.00
42	5 section signal head complete assembly installation	Each**	$ 2,575.00
43	Remove and secure a knockdown streetlight	Each**	$ 780.00

SCHEDULE F			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	**Description**	**Unit**	**Cost**
RIGID PVC CONDUIT (SCHEDULE 40)			
1	Trench 1.5” conduit	LF	$ 35.00
2	Trench 2.0” conduit	LF	$ 36.00
3	Trench 2.5” conduit	LF	$ 37.00
4	Trench 3” conduit	LF	$ 38.00
5	Bore 1.5” conduit	LF	$ 130.00
6	Bore 2.0” conduit	LF	$ 130.00
7	Bore 2.5” conduit	LF	$ 130.00
8	Bore 3” conduit	LF	$ 130.00
RIGID PVC CONDUIT (SCHEDULE 80)			

1	Trench 1.5” conduit	LF	$ 40.00
2	Trench 2.0” conduit	LF	$ 41.00
3	Trench 2.5” conduit	LF	$ 42.00
4	Trench 3” conduit	LF	$ 43.00
5	Bore 1.5” conduit	LF	$ 130.00
6	Bore 2.0” conduit	LF	$ 130.00
7	Bore 2.5” conduit	LF	$ 130.00
8	Bore 3” conduit	LF	$ 130.00

SCHEDULE G			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	**Description**	**Unit**	**Cost**
RIGID STEEL CONDUIT			
1	Trench 1.5” conduit	LF	$ 50.00
2	Trench 2.0” conduit	LF	$ 51.00
3	Trench 2.5” conduit	LF	$ 52.00
4	Trench 3” conduit	LF	$ 53.00
5	Bore 1.5” conduit	LF	$ 140.00
6	Bore 2.0” conduit	LF	$ 140.00
7	Bore 2.5” conduit	LF	$ 140.00
8	Bore 3” conduit	LF	$ 140.00

SCHEDULE H			
REPLACE/INSTALL SCHEDULE (MATERIALS WILL BE SUPPLIED BY THE CITY WHERE SPECIFIED)			
#	**Description**	**Unit**	**Cost**
1	City furnished Battery Backup system in an existing “P” cabinet	Each	$ 2,960.00
2	City furnished Battery Backup system in a stand-alone cabinet	Each	$ 2,960.00
3	City furnished Battery Backup system and foundation	Each	$ 5,920.00
4	City furnished LED signal (vehicle indication only)	Each	$ 185.00
5	City furnished LED signal (Pedestrian indication only)	Each	$ 185.00
6	Installation of Timing Plan in controller	Each	$ 370.00
7	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on existing foundation	Each	$ 2,960.00
8	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on new foundation. Furnish and install new foundation	Each	$ 5,920.00
9	City furnished Pedestrian signal housing replacement (Type C)	Each	$ 370.00
10	Attach City furnished solar-powered radar sign to existing pole	Each	$ 1,480.00
11	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in sidewalk	Each	$ 6,450.00
12	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in dirt	Each	$ 5,920.00

13	Install City furnished RRFB. Furnish and install foundation with pole in dirt (complete system may be 2 or 3 RRFB)	LS	$ 5,920.00
14	Install City furnished RRFB. Furnish and install foundation with pole in sidewalk (complete system may be 2 or 3 RRFB)	LS	$ 5,920.00
15	Install City furnished GPS Opticom with receiver	Each	$ 740.00

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	**Description**	**Unit**	**Cost**
1	Turned signal head	Each	$ 277.50
2	Turned pedestrian signal head	Each	$ 277.50
3	Loose back plate	Each	$ 277.50
4	Loose or missing visor	Each	$ 185.00
5	Re-splice loop	Each	$ 370.00
6	Reseal Loop	Each	$ 740.00
7	Loose IISNS	Each	$ 277.50
8	Installation of traffic sign on mast arm	Each	$ 277.50
9	Signal on Flash and Reset the MMU	Each	$ 370.00
10	Clean PTZ and Video detection lens	Each	$ 277.50

SCHEDULE J			
MINOR REPAIR SCHEDULE (OVERTIME)			
#	**Description**	**Unit**	**Cost**
1	Turned signal head	Each	$ 277.50
2	Turned pedestrian signal head	Each	$ 277.50
3	Loose back plate	Each	$ 277.50
4	Signal on Flash and Reset the MMU	Each	$ 370.00
5	Loose visor	Each	$ 185.00
6	Re-splice loop	Each	$ 370.00
7	Signal on Flash and Reset the MMU	Each	$ 370.00
8	Reseal Loop	Each	$ 740.00
9	Loose IISNS	Each	$ 277.50

Please note all reimbursable costs are included in rates above.

All CPI increases shall be calculated by Contractors and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

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CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND DC ELECTRIC GROUP FOR ON-CALL ELECTRICAL, TRAFFIC SIGNAL, TRAFFIC SIGNAL COMMUNICATION, STREETLIGHT SUPPORT AND EMERGENCY REPAIR SERVICES

THIS AGREEMENT for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair services is made by and between the City of Dublin ("City") and DC Electric Group ("Contractor") (together sometimes referred to as the "Parties") as of October 2, 2024 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Services attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the

standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

1.5 **Public Works Contractor Registration**. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code.

1.6 **Public Works Contractor Registration**. Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Contractor further agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $500,000, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that

compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous

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work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect

prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate

limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

4.3.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.3.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.3.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be

canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for

damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City’s business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no

authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under

California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Contractor shall be sent to:

John Abraham, Regional Manager
40 Berry Drive, Pacheco, CA 94553
P.O.Box 7525, Cotati, CA 94931

Any written notice to City shall be sent to:

City of Dublin
Att: Sai Midididdi
100 Civic Plaza
Dublin, CA 94568

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services & Compensation Schedule/Reimbursable Expenses

10.11 **Counterparts and Electronic Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be an original and

all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.12 Certification per Iran Contracting Act of 2010. In the event that this contract is for
one million dollars ($1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.13 Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 Et Seq.

A. HOURS OF WORK:

i. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

ii. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

iii. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar

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week, in violation of the provisions of California Labor Code Section 1810 and following.

B. WAGES:

i. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

ii. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

a. The contract executed between the Consultant and the subcontractor for the performance of part of the services

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

d. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

iii. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

iv. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

v. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

SIGNATURES ON FOLLOWING PAGE

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

DC ELECTRIC GROUP, INC.

DocuSigned by:
John Abraham
1F1BF4B2A391405...

John Abraham, Regional Manager

John Abraham, Regional Manager

Contractor's DIR Registration Number (if applicable)

3070365.1

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

EXHIBIT A

SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

On-Call Electrical, Traffic Signal, Traffic Signal Communication, and Streetlight Support and Emergency Repair Services

The City's traffic signal and streetlight preventive maintenance services are contracted to Alameda County Traffic Signal Maintenance staff. The Contractor(s) selected through this RFQ shall provide On-Call Support and Emergency Repair Services for the City's traffic signals, streetlight and other electrical infrastructure. The Contractor will primarily provide support to City staff or Alameda County Traffic Signal Maintenance staff as needed on a workorder basis. On-call and during emergency situations, the Contractor shall furnish and supply all labor, equipment, and materials and perform all work, as needed, to maintain and repair all traffic signal equipment, fiberoptic cable, safety lights, and streetlights. Various classifications of On-Call repair work include the following services listed below. No payment will be made for services not expressly authorized by the City staff.

1.0 Accidental Damage Repair

On the City's request, the Contractor shall repair damage to traffic signal systems and streetlights resulting from traffic accidents. Accidental damage repair work includes cleanup of debris from an accident, such as a pole knockdown, erection of barricades or signs, or hookup of a temporary signal controller, temporary poles and signals, if necessary, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the public. The Contractor shall provide adequate traffic control and warning signs per the latest MUTCD guidelines and shall maintain erected warning and directional signs while work is in progress. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs unless otherwise authorized by City staff. All temporary signals, controllers, or other equipment shall provide the same functional capability as the original installation.

1.1 Traffic Signal Modification

This work consists of modifying any existing signal features or components and/or correcting signal malfunctions of any kind, including those that are the result of accidental damage (knockdown), vandalism, pavement failure, or obsolescence. Signal modifications and repair includes improvements necessary to correct equipment deterioration, malfunction, or other equipment failure. The traffic signal modifications and repair scope include but not limited to:

- Traffic signal poles and mast arms
- Safety lighting poles

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

- Video system installation and repair – CCTV & video detection
- Emergency Vehicle Pre-emption
- Battery Back-up Systems (BBS)
- Audible Pedestrian Signals (APS)
- Loop Vehicle Detection Systems
- Associated or appurtenant concrete work for sidewalk and curb ramps that may need to be modified or adjusted based on traffic signal modifications
- Underground utility installation & repair
- Live Electronic Records Management System
- After hours and emergency response, including PG&E Public Safety Power Shutoff (PSPS)Events, Flex Alerts, other planned power shutoff events

1.2 Detector Loops

On the City's request, the Contractor shall test detector loops, detection cameras and detector lead-in-cables for Meg Ohms reading, continuity, frequency, and inductance. At the request of City staff, the Contractor shall provide qualified staff to repair the detector loops per State and City standards.

1.3 Video Detection

On the City's request, the Contractor shall provide qualified personnel to install, test and adjust the video detection systems. Otherwise, the Contractor will be responsible to hire qualified personnel from the video detection manufacturer to program the camera at their expense. The Contractor shall also be able to install, operate and program a pan–tilt–zoom camera (PTZ camera) as needed.

1.4 Streetlights

On the City's request, the Contractor shall provide temporary or permanent repairs to streetlight equipment and appurtenances (LED fixtures, photocell) which the Contractor may be called upon from time to time by the City to repair, replace, or refurbish when streetlight or streetlight pole has been damaged by such things as, but not limited to, vehicle accidents or natural causes. The contractor shall ensure that in the event of a knockdown, that the affected area is secure and that no exposed wires are present. At the request of City staff, the Contractor shall repair or replace streetlight wire and conduits in the event of an outage or wire theft. Unless specified, the City will furnish the appropriate LED fixtures to the contractor.

1.5 New Traffic Signal Turn-on Support

On the request of City staff, the Contractor shall provide the following services to facilitate the installation of a new traffic signal or pedestrian hybrid beacon:

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

1. Prior to the acceptance of a new traffic signal by the City, the Contractor will inspect the traffic signal and prepare a punch list for corrective measures (if required). The signal construction Contractor will undertake all corrective measures.
2. The Contractor shall test related timing plans in the controller for new traffic signals before they are installed.
3. The Contractor shall provide qualified personnel to make all necessary field connections of the new traffic signal to the controller. This includes, but is not limited to, signal interconnect cable, detector lead-in cable, video detection (i.e., GPS, Opticom, etc.)
4. The Contractor shall be present at signal turn-ons even if the traffic signal is being constructed by a different contractor.

1.6 Training

City staff may request training in the use of certain equipment. This training will be provided on a time-and-material basis, as required. Tasks may include programming a controller, video detection system and any assistance to City staff.

1.7 Traffic Control

The Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain sufficient warning and directional signs, barricades, and lights and shall furnish sufficient flagmen to give adequate warning to the public, at all times, that the road or street is under construction and of any dangerous conditions that may be encountered as a result thereof, in accordance with the CA MUTCD.

Whenever it is necessary to block any traffic lanes in order to complete any portion of the work, the Contractor shall notify the Dublin Police Department and the Dublin Fire Department, as well as City staff. Lane closure and times scheduled for closure shall be subject to approval of City staff. At least one (1) lane of traffic shall be kept open in each direction, at all times. On major arterials, no lane closures shall take place before 9:00 a.m. or after 3:00 p.m., without prior approval from City staff.

Failure on the part of the Contractor to provide adequate signing and barricading will give authority to City staff to provide such protection, as is necessary by City forces or an independent contractor. All costs of protection shall be charged to the Contractor. Repetitive failure shall be sufficient cause to terminate the contract.

1.8 Spare Materials and Equipment Availability

The Contractor shall maintain adequate storage and shop repair facilities to perform all work including a sufficient stock of common spare parts and signal equipment to effect permanent repairs to the system with the exception of controllers and cabinets. The City

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will provide spare controllers and cabinets on an as needed basis. The Contractor shall be responsible for maintaining adequate storage facilities to store City supplied materials.

The contractor shall provide equipment and apply installation procedures which are acceptable to City staff and per City standards.

1.9 Parts, Material Quality, and Workmanship

Unless otherwise provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this agreement shall be of the best quality of their respective kind and for their purpose. Wherever replacement of material or equipment, in accordance with the Standard Plans and Specifications may cause an obvious difference in either appearance or operation of the system or would be in any way incompatible with other existing equipment, the Contractor shall so inform City staff. All phases of the work are subject to inspection and approval of City staff. All permanent repairs to the system shall be undertaken within a time period approved by the City Engineer. Failure to effect permanent repairs within this time limit shall be sufficient cause for City staff to authorize repairs to be completed by another contractor.

The Contractor shall be responsible for furnishing all spare parts necessary to maintain the continued safe and efficient operation of the signals whenever the original unit is withdrawn for maintenance, repair, or modification. All component parts of each system shall be maintained at all times to perform the functions for which they were designed, unless authorized otherwise by City staff.

1.10 Maintenance Records

The following records shall be maintained by the Contractor covering signal maintenance activities:
A record of all service calls, repairs, and relevant data pertaining to each individual intersection will be kept in the controller cabinet and properly annotated by the Contractor, at the time of any repair work or modifications. A duplicate record will be kept on file in the Contractor's office and will be sent to City staff, included on the monthly summary report. The Contractor shall supply a copy of the maintenance record to City staff.

Signal-timing charts will be kept in the controller cabinet. The Contractor shall record all signal-timing changes on these charts, and identify the personnel implementing the change and dates of changes. Only City staff shall authorize timing changes. The Contractor may make changes required on a temporary basis due to maintenance operations, such as detector failures, but must inform City staff immediately of each change.

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

A duplicate record of all service calls, repairs, and relevant data pertaining to each individual request is to be kept on file in the Contractor's office and available to the City upon request.

A database shall be maintained indicating previous and scheduled work orders.

1.11 Maintenance Report

The Contractor shall provide reports when on-call to City staff. The submitted report shall contain, as a minimum, the following information on every work order:

- Date of visit to the location
- Location/Intersection name and/or number
- Purpose of the visit (include the name of City staff who requested the service)
- Work accomplished during the visit

The Contractor shall submit to City staff reports of any breakdowns of individual pieces of equipment due to mechanical failure, and report of major repairs to any equipment, the reason for repairs and recommendation for any major repairs to equipment that the Contractor deems necessary for proper performance. Before any work is begun, the Contractor shall provide a quote to be approved by City staff.

1.12 Work Force

1. The Contractor shall always maintain a force of sufficiently trained, qualified traffic signal maintenance employees, preferably International Municipal Signal Association (IMSA) certified, having work experience of a minimum of two years to perform the work as required by City staff.
2. The team of qualified employees shall be sufficient to respond to emergency calls, which may be received at any time, and to promptly make temporary and permanent repairs.
3. The Contractor shall retain qualified engineering or technical personnel capable of working with the types of controllers in the City's system (example: NAZTEC 980, 2070, Cubic Trafficware 980 ATC and Commander).

1.13 Response and Service

The Contractor shall provide response and service in the following manner:

1. The Contractor shall designate and inform City staff of a telephone number(s), where he/she can be reached concerning response or on-call maintenance. The Contractor shall be accessible at this telephone number(s) and available to perform traffic signal repair/response maintenance, twenty-four (24) hours a day, seven (7) days a week, including holidays. A fax number and an e- mail address for transmitting documents shall be owned and operated by the Contractor

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

2. The Contractor shall provide adequate shop facilities, maintenance vehicles with two-way radio dispatch capability, and tools, inventory, and testing equipment to accomplish all the work described above
3. When the notification is sent by City staff to the Contractor regarding an on-call work:
    a. If the Contractor receives the call between 8:00 a.m. and 5:00 p.m., the response time shall not exceed two (2) hours, Monday through Friday.
    b. When the notification is received at any other time or on any other day, the response time shall not exceed three (3) hours.
    c. When a situation exists that City staff deems dangerous or an emergency and so advises the Contractor, the Contractor shall dispatch qualified personnel and appropriate equipment and material to correct the situation, as soon as possible, but in no case later than indicated above.
    d. Contractor's response to emergency repair should be coordinated with City staff.

2. Other Work

2.1 Conduit Installation

The Contractor shall provide all necessary labor, equipment, and materials to install conduits for traffic signals, signal interconnects or any other work as required by City staff. The work shall be paid in accordance with the contract unit price on Schedule F and G.

2.2 Replace/Install Only

City staff may, from time to time, ask the Contractor to replace existing signal appurtenances with new or advanced ones. City staff will supply the materials and the Contractor's responsibility shall be limited to the installation and replacement only. Payment for such work shall be in accordance with the contract unit price on Schedule H.

2.3 Specific Material Installation Rates

The Contractor shall provide all necessary labor, equipment, and materials for responses and services to execute any work shown either on Schedule D or Schedule E. The cost of such repairs shall be billed in accordance with the contract unit price on Schedule D during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the unit contract price on Schedule E.

2.4 Minor Repair

The payment for minor repair work, such as fixing of turned signal heads, turned pedestrian signal heads, loose back plates, loose visors, loose internally illuminated

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

street name signs (IISNS) or re-splicing of loops, shall be paid in accordance with the contract unit price on Schedule J, during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the contract unit price on Schedule I.

3. Lump Sum Work

3.1 Repair of Radar Signs and Flashing Beacons Damaged due to Accident/Vandalism/Acts of God

The Contractor shall provide all necessary labor, equipment, and material for responses and services to repair any existing Radar Sign or Flashing Beacon damaged as a result of accidents, vandalism (wire theft), and other acts beyond the control of the City or the Contractor or install at new locations. If applicable, all or part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules A and B) plus the marked-up invoice cost (less than or equal to 10%) of the materials. The Contractor shall be responsible for dividing the work under unit price work and lump sum work and submitting an invoice/quote to City staff for payment or approval for execution of the work.

3.2 Signal Modifications

Whenever City staff deems it necessary to make modifications to an existing, aging traffic signal infrastructure, City staff shall authorize the Contractor to make the necessary modifications. The Contractor shall make such modifications only after receiving a plan and/or an authorization in writing from City staff. The Contractor shall provide all necessary labor, equipment, and materials to provide signal modification work as recommended and approved by City staff. If applicable, all or part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules A and B) plus the marked-up invoice cost (less than or equal to 10%) of the materials. The Contractor shall be responsible for dividing the work under unit price work and lump sum work and submitting a quote to City staff for approval. The City also reserves the right to advertise for competitive bids to effect repairs or modifications to any signal or signal system. Examples of such work include but are not limited to:

1. Replace the aging/existing green vehicle signal indications (green arrows and green circle indications) at 58 intersections with new indications. The approximate number of green indications is 1,100.
2. Replacing the aging vehicle detection system at four intersections along San Ramon Road.

Docusign Envelope ID: C32AC896-1466-40EC-869F-AF69B7F26ED9

3.3 Fiber Optics

On the City's request, the Contractor shall designate one person who has knowledge and appropriate licenses to install, troubleshoot, test (OTDR) and make recommendations for the City's fiber optics system. The Contractor may also subcontract fiber optics work to an outside company at its own expense to troubleshoot the City's fiber optics network. Upon completion of any fiber optic work, the contractor shall provide the City with a drawing or mark-up indicating the new fiber connections. The Contractor shall also provide qualified staff to complete the following scope:

- ITS expertise including networking design, implementation, and deployment as well as programming and activation of switches, hubs, & routers
- Certified Fiber Installation, Splicing, Testing, Reporting, and Turn-On
- Certified technicians to land and connect the fiber in traffic signal cabinet and the City's traffic Operation Center.

3.4 Overview of On-Call Projects Process

When requesting services for work under on-call contract, a City project manager will request services on a "Time and Material" basis. The selected firm's services shall be provided based on the costs proposed in the below "Cost Proposal" for scope mentioned in Section 1 and 2. The services will be negotiated on a per project basis and have a budget and specific work scope, submitted on letterhead and signed by the designated project manager for Lump sum Work mentioned in Sections 3.

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

SCHEDULE A			
LABOR SCHEDULE			
#	Description	Hourly Rate	
		Straight Time	Overtime
1	Operations Superintendent Reviews and Approves all work; provides input to Engineer	$ 165.00	$ 250.00
2	Engineering Technician Acts as technical liaison; assists Engineer with operation of equipment	$ 165.00	$ 250.00
3	Lead Man Guides and assists field technicians and signalmen	$ 165.00	$ 250.00
4	Traffic Signal Technician – Field Troubleshoots, maintains, repairs field equipment, and programming controller with signal timing plan.	$ 149.00	$ 235.00
5	Traffic Signal Technician – Lab Troubleshoots, maintains, repairs equipment in lab, and programming controller with signal timing plan.	$ 149.00	$ 244.00
6	Traffic Signal Person Under direction of lead man, assists field	$ 149.00	$ 244.00
7	Traffic Signal Person – Apprentice In-training; assists traffic signalman	$ 98.00	$ 149.00
8	Traffic Signal Laborer Assists signalman in field	$ 98.00	$ 149.00

SCHEDULE B			
EQUIPMENT SCHEDULE			
#	Description	Cost per Response Call/Per Hour	
1	Personnel Vehicle	(Per Response)	$ 49.00
2	Pickup Truck	(Per Response)	$ 49.00
3	Service Truck	(Per Response)	$ 49.00
4	Boom Truck	(Per Hour)	$ 144.00
5	Paint Rig Truck	(Per Response)	$ 85.00
6	Bucket Truck (Hydraulic, Man-Lift)	(Per Hour)	$ 69.00
7	Air Compressor	(Per Response)	$ 481.00
8	Water Truck	(Per Response)	$ 125.00
9	Concrete Saw	(Per Response)	$ 125.00

SCHEDULE C			
EQUIPMENT TESTING SCHEDULE			
#	**Description**	**Unit**	**Costs**
1	New Controller Cabinet (TS – 2 Type 1 "P")	Each	$ 1,300.00
2	New Signal Controller	Each	$ 650.00
***MODIFIED* SCHEDULE D**			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	**Description**	**Unit**	**Cost**
1	1 to 4 (6'x6') Type E Loop	Each	$ 2,000.00
2	5 to 8 (6'X6') Type E Loop	Each	$ 1,200.00
3	1 to 4(modified round Type D loops) Type E loops with a circular shape	Each	$ 2,000.00
4	5 to 8 (modified round Type D loops) Type E loops with a circular shape	Each	$ 1,200.00
5	Furnish and install Audible PPB (Polara) *Polara 2 Wire iNS25AN0-G PPB. Include furnish and installation of CCU.*	Each	$ 5,000.00
6	Furnish and replace Audible PPB (Polara) *Polara 2 Wire iNS25AN0-G PPB*	Each	$ 750.00
7	Furnish and install ADA compliant PPB post (no foundation replacement)	Each	$ 950.00
8	Furnish and install ADA compliant PPB post (with foundation replacement)	Each	$ 2,300.00
9	Furnish and Install *Caltrans Standard Type 15 pole with new 8' luminaire mast arm* (no foundation replacement)	Each	$ 6,000.00
10	Furnish and Install *Caltrans Standard Type 15 pole with new 8' luminaire mast arm* (with foundation replacement)	Each	$ 11,000.00
11	Furnish and Install 12' Decorative pedestrian light pole (no foundation replacement) *– Philips LUMEC Pole: SM6N-18.5-IP-PW-BKTX-LMS46497K*	Each	$ 6,000.00
12	Furnish and Install 12' Decorative pedestrian light pole (with foundation replacement) *– Philips LUMEC Pole: SM6N-18.5-IP-PW-BKTX-LMS46497K*	Each	$ 10,200.00
13	*Deleted*		$ -
14	*Deleted*		$ -
15	*Caltrans Standard* Type 1-A – 10' (no foundation replacement)	Each	$ 2,700.00
16	*Caltrans Standard* Type 1-A - 10' (with foundation replacement)	Each	$ 7,700.00
17	*Caltrans Standard* Type 1-B – 10' (no foundation replacement)	Each	$ 2,200.00
18	*Caltrans Standard* Type 1-B - 10' (with foundation replacement)	Each	$ 7,000.00
19	*Caltrans Standard* Type 1-D – 10' (no foundation replacement)	Each	$ 2,700.00
20	*Caltrans Standard* Type 1-D -10' (with foundation replacement)	Each	$ 7,700.00
21	Furnish and Install Caltrans Standard Type 18-4-100 with foundation *with 30' mast arm*	Each	$ 32,000.00
22	Furnish and Install Caltrans Standard Type 19-4-100 with foundation *with 30' mast arm*	Each	$ 35,500.00

23	Furnish and Install Caltrans Standard Type 17-3-100 with foundation *with 30' mast arm*	Each	$ 35,000.00
24	Install City-furnished Video Detection Camera (new) along with cable run	Per Camera	$ 3,700.00
25	Replace existing camera with city-furnished Video Detection Camera	Per Camera	$ 1,300.00
26	Install *Caltrans Standard* Type 15 pole with new 8'luminaire mast arm with LED light and Install Foundation, *Luminaire: Leotek Green Cobra Streetlights, include photocell, GCJ1-30J-MV-30K-2R-GY-035-PCR7-CR-WL-RWG*	Each	$ 11,400.00
27	Install Caltrans Standard Type 15 pole with new 8'luminaire mast arm with LED light, *Luminaire: Leotek Green Cobra Streetlights, include photocell, GCJ1-30J-MV-30K-2R-GY-035-PCR7-CR-WL-RWG*	Each	$ 6,400.00
28	Remove existing type 15 Pole	Each	$ 1,700.00
29	Pull box # 3.5 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 780.00
30	Pull box # 5 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 810.00
31	Pull box # 6 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 840.00
32	Pull box #6E *install in sidewalk area, include sidewalk restoration cost*		$ 840.00
33	Pull box #N48 *install in sidewalk area, include sidewalk restoration cost*		$ 1,300.00
34	Pull box lid for # 3.5, *concrete lid only allowed*	Each	$ 150.00
35	Pull box lid for #5, *concrete lid only allowed*	Each	$ 190.00
36	Pull box lid for #6, *concrete lid only allowed*	Each	$ 220.00
37	Pull box lid for #6E, *concrete lid only allowed*		$ 220.00
38	Pull box lid for #N 48, *concrete lid only allowed*		$ 1,000.00
39	12" LED signal (Green – Ball)	Each	$ 165.00
40	12" LED signal (Yellow – Ball)	Each	$ 165.00
41	12" LED signal (Red – Ball)	Each	$ 165.00
42	12" LED signal (Green – Arrow)	Each	$ 165.00
43	12" LED signal (Yellow – Arrow)	Each	$ 165.00
44	12" LED signal (Red – Arrow)	Each	$ 165.00
45	Install LED countdown pedestrian signal	Each	$ 275.00
46	Type "C" pedestrian signal housing	Each	$ 420.00
47	12" full circle visor	Each	$ 150.00
48	3 section 12" back plate (Louvered)	Each	$ 350.00
49	3 section signal head complete assembly installation, *Complete assembly includes signal head, framework, LED modules, backplate and visor*	Each	$ 900.00
50	4 section signal head complete assembly installation	Each	$ 1,100.00
51	5 section signal head complete assembly installation	Each	$ 1,300.00
52	Sidewalk Replacement (5' X 5' X 4')	Per Flag	$ 2,900.00
53	Furnish and Install GPS based Optical Detector on mast arm, *Include cable installation*	Each	$ 2,500.00

54	Furnish and Install GPS based Discriminator Card – 2 Channel, *Opticom 762 Phase Selector*	Each	$ 4,300.00
55	Furnish and Install CCTV/PTZ camera system with switch, CODEC, and cabling *AXIS P5655–E PTZ Network Camera*	Each	$ 9,400.00
56	Furnish and Install LED illuminated street name sign (6 feet) *Temple Edge-Lit LED RAZOR SNS or approved equal. Do not include conductor and cable installation.*	Each	$ 4,850.00
57	Furnish and Install LED illuminated street name sign (8 feet) *Temple Edge-Lit LED RAZOR SNS or approved equal. Do not include conductor and cable installation.*	Each	$ 5,100.00
58	Locate and mark existing traffic signal loop	Per Loop	$ 60.00
59	Bore and install 3" conduit with 12 SM Fiber Optics line *to replace an existing damaged conduit. Include traffic control, potholing and restoration*	LF	$ 315.00
60	Bore and install 3" conduit with 140 SM Fiber Optics line *to replace an existing damaged conduit. Include traffic control, potholing and restoration.*	LF	$ 320.00
61	Test the fiber optic line, end to end, both direction (OTDR)	LS	$ 1,350.00
62	Trouble shoot fiber optics break	Hour	$ 200.00

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	**Description**	**Unit**	**Cost**
1	1 to 4 (6'x6') inductive loops (Type A or D)	Each	$ 2,200.00
2	1 to 4 Type E Loop	Each	$ 2,200.00
3	5 to 8 Type E Loop	Each	$ 1,400.00
4	5 to 8 (6'x6') inductive loops (Type A or D)	Each	$ 1,400.00
5	9 or more (6'x6') inductive loops (Type A or D)	Each	$ 900.00
6	PPB post (no foundation replacement)	Each	$ 1,200.00
7	PPB post (with foundation replacement)	Each	$ 3,200.00
8	Type 1-A – 10' (no foundation replacement)	Each	$ 3,400.00
9	Type 1-A – 10' (with foundation replacement)	Each	$ 10,400.00
10	Type 1-B – 10' (no foundation replacement)	Each	$ 2,900.00
11	Type 1-B – 10' (with foundation replacement)	Each	$ 9,600.00
12	Type 1-D – 10' (no foundation replacement)	Each	$ 3,400.00
13	Type 1-D – 10' (with foundation replacement)	Each	$ 10,400.00
14	Pull box # 3.5	Each	$ 1,140.00
15	Pull box # 5	Each	$ 1,160.00
16	Pull box # 6	Each	$ 1,525.00
17	Pull box lid for # 3.5	Each	$ 210.00
18	Pull box lid for # 5	Each	$ 250.00
19	Pull box lid for # 6	Each	$ 280.00
20	12" LED signal (Green – Ball)	Each	$ 220.00
21	12" LED signal (Yellow – Ball)	Each	$ 220.00
22	12" LED signal (Red – Ball)	Each	$ 220.00

23	12” LED signal (Green – Arrow)	Each	$ 220.00
24	12” LED signal (Yellow – Arrow)	Each	$ 220.00
25	12” LED signal (Red – Arrow)	Each	$ 220.00
26	8” LED signal (Green – Ball)	Each	$ 220.00
27	8” LED signal (Yellow – Ball)	Each	$ 220.00
28	8” LED signal (Red – Ball)	Each	$ 220.00
29	8” LED signal (Green – Arrow)	Each	$ -
30	8” LED signal (Yellow – Arrow)	Each	$ -
31	8” LED signal (Red – Arrow)	Each	$ -
32	LED pedestrian signal	Each	$ 335.00
33	LED countdown pedestrian signal	Each	$ 335.00
34	Audible signal	Each	$ 615.00
35	Type “C” pedestrian signal housing	Each	$ 540.00
36	12” full circle visor	Each	$ 215.00
37	8” full circle visor	Each	$ 215.00
38	3 section 8” back plate (Louvered)	Each	$ 440.00
39	3 section 12” back plate (Louvered)	Each	$ 440.00
40	3 section signal head complete assembly installation	Each	$ 1,000.00
41	4 section signal head complete assembly installation	Each	$ 1,200.00
42	5 section signal head complete assembly installation	Each	$ 1,400.00
43	Remove and secure a knockdown streetlight	Each	$ 750.00

SCHEDULE F			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	**Description**	**Unit**	**Cost**
RIGID PVC CONDUIT (SCHEDULE 40)			
1	Trench 1.5” conduit	LF	$ 125.00
2	Trench 2.0” conduit	LF	$ 125.00
3	Trench 2.5” conduit	LF	$ 125.00
4	Trench 3” conduit	LF	$ 125.00
5	Bore 1.5” conduit	LF	$ 175.00
6	Bore 2.0” conduit	LF	$ 175.00
7	Bore 2.5” conduit	LF	$ 175.00
8	Bore 3” conduit	LF	$ 175.00
RIGID PVC CONDUIT (SCHEDULE 80)			
1	Trench 1.5” conduit	LF	$ 135.00
2	Trench 2.0” conduit	LF	$ 135.00
3	Trench 2.5” conduit	LF	$ 135.00
4	Trench 3” conduit	LF	$ 135.00
5	Bore 1.5” conduit	LF	$ 185.00
6	Bore 2.0” conduit	LF	$ 185.00

7	Bore 2.5” conduit	LF	$ 185.00
8	Bore 3” conduit	LF	$ 185.00

SCHEDULE G			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	**Description**	**Unit**	**Cost**
RIGID STEEL CONDUIT			
1	Trench 1.5” conduit	LF	$215.00
2	Trench 2.0” conduit	LF	$215.00
3	Trench 2.5” conduit	LF	$215.00
4	Trench 3” conduit	LF	$215.00
5	Bore 1.5” conduit	LF	$255.00
6	Bore 2.0” conduit	LF	$255.00
7	Bore 2.5” conduit	LF	$255.00
8	Bore 3” conduit	LF	$255.00

SCHEDULE H			
REPLACE/INSTALL SCHEDULE (MATERIALS WILL BE SUPPLIED BY THE CITY WHERE SPECIFIED)			
#	**Description**	**Unit**	**Cost**
1	City furnished Battery Backup system in an existing “P” cabinet	Each	$ 950.00
2	City furnished Battery Backup system in a stand-alone cabinet	Each	$ 1,800.00
3	City furnished Battery Backup system and foundation	Each	$ 5,000.00
4	City furnished LED signal (vehicle indication only)	Each	$ 110.00
5	City furnished LED signal (Pedestrian indication only)	Each	$ 110.00
6	Installation of Timing Plan in controller	Each	$ 235.00
7	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on existing foundation	Each	$ 4,400.00
8	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on new foundation. Furnish and install new foundation	Each	$ 8,800.00
9	City furnished Pedestrian signal housing replacement (Type C)	Each	$ 235.00
10	Attach City furnished solar-powered radar sign to existing pole	Each	$ 1,450.00
11	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in sidewalk	Each	$ 9,500.00
12	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in dirt	Each	$ 7,750.00
13	Install City furnished RRFB. Furnish and install foundation with pole in dirt (complete system may be 2 or 3 RRFB)	LS	$ 15,000.00
14	Install City furnished RRFB. Furnish and install foundation with pole in sidewalk (complete system may be 2 or 3 RRFB)	LS	$ 16,500.00
15	Install City furnished GPS Opticom with receiver	Each	$ 2,000.00

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	**Description**	**Unit**	**Cost**
1	Turned signal head	Each	$ 105.00
2	Turned pedestrian signal head	Each	$ 105.00
3	Loose back plate	Each	$ 105.00
4	Loose or missing visor	Each	$ 105.00
5	Re-splice loop	Each	$ 220.00
6	Reseal Loop	Each	$ 475.00
7	Loose IISNS	Each	$ 235.00
8	Installation of traffic sign on mast arm	Each	$ 235.00
9	Signal on Flash and Reset the MMU	Each	$ 235.00
10	Clean PTZ and Video detection lens	Each	$ 120.00

SCHEDULE J			
MINOR REPAIR SCHEDULE (OVERTIME)			
#	**Description**	**Unit**	**Cost**
1	Turned signal head	Each	$ 160.00
2	Turned pedestrian signal head	Each	$ 160.00
3	Loose back plate	Each	$ 150.00
4	Signal on Flash and Reset the MMU	Each	$ 340.00
5	Loose visor	Each	$ 160.00
6	Re-splice loop	Each	$ 340.00
7	Signal on Flash and Reset the MMU	Each	$ 340.00
8	Reseal Loop	Each	$ 700.00
9	Loose IISNS	Each	$ 360.00

Please note all reimbursable costs are included in rates above.

All CPI increases shall be calculated by Contractor and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3% and shall be based on the San Francisco Bay Area Consumer Price Index CPI for that period of time and this shall be submitted to the Public Works Management Analyst, or their designee, for approval prior to taking effect. Remit invoices to: PWInvoices@dublin.ca.gov

REQUEST FOR QUALIFICATIONS

On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services

City of Dublin

Statement of Qualifications must be received by: Friday August 9, 2024 at 4:00 PM

Sai Midididdi, Associate Civil (Traffic) Engineer
100 Civic Plaza
City of Dublin, CA 94568

Statement of Qualifications will be evaluated on the following: a) responsiveness to the Request for Qualification questions, b) experience of the firm, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.

Request for Qualifications
For
On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services

Overview

When requesting services for work under on-call contract, a City project manager will request services on a "Time and Material" basis. The selected firm's services will be negotiated on a per project basis and have a budget and specific work scope, submitted on letterhead, and signed by the designated project manager.

Project Description:

The City of Dublin (City) hereby invites Statement of Qualifications with a description of qualifications and rates from qualified electrical Contractors to perform on-call maintenance and emergency repair services for traffic signals and streetlights. The contract will be for a period of 3 years effective when the agreement is fully executed by the bidder and the City of Dublin and shall remain effective through June 30, 2027, with the option to renew the contract for two additional years in one-year increments.

The City owns and operates 96 signalized intersections, 8,000 plus streetlights and additional devices including, radar speed feedback signs, rectangular rapid flashing beacon signs and electrical systems/services for City owned buildings, parking lots, parks etc. The City contracts with Alameda County for primarily performing the routine maintenance and repair services for the City's traffic signals and streetlights. The selected Contractor would provide minor traffic signal and electronic device installation, on-call support services, emergency repair work, and assist City Staff as detailed in the Scope of Work.

Public Projects:

Consultants are advised that some projects serviced under an agreement may be considered a "public work" for purposes of the California Labor Code, which requires payment of no less than prevailing wages. This requirement pertains solely to that portion of the scope of services related to the inspection of public projects. The Consultant with whom an Agreement is entered must pay the prevailing rates, provide copies of certified payrolls upon request, and otherwise comply with the applicable provisions of State law. The Consultant is subject to prevailing wage rate compliance monitoring and enforcement by the

California Department of Industrial Relations. The City has obtained from the Director of Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at the Owner's office at 100 Civic Plaza, Dublin, CA 94568 or online at http://www.dir.ca.gov/OPRL/PWD/index.htm and they will be made available to any interested party upon request.

The Consultant shall be qualified to submit a response to this RFQ, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Public Contract Code:

In accordance with Public Contract Code Section 10162, the Proposer shall complete a Public Contract Code Statement and Questionnaire and include this in RFQ submittal. See Attachment D (Public Contract Code).

Under the California Labor Code, inspection of a "public work" will require payment of no less than prevailing wages for this classification and in addition, require firm(s) be registered with the Department of Industrial Relations.

SERVICE CATEGORIES:

Traffic Signal and Electrical Services
Hydrogen Refueling Services

This Project requires a valid California contractor's license for the following classification(s): Class A or C-10.

Process and General Conditions

1. Proposers shall submit one electronic copy via e-mail ONLY to:

   Sai Midididdi
   Associate Civil (Traffic) Engineer
   100 Civic Plaza
   Dublin, CA 94568
   sai.midididdi@dublin.ca.gov

Electronic copies shall be submitted, via email as PDF, with a maximum file size of fifty megabytes (50 MB).

2. Deadline for submitting the Statement of Qualification is **Friday, August 9, 2024**, at 4:00 p.m.

3. The City will not pay for any costs incurred in preparation and submission of the SOQ or in anticipation of a contract. The format of submittals is at the discretion of the Proposer. Each SOQ shall be limited to a maximum of 15 pages, single-sided, using minimum 12-point font size. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Schedule for RFQ Process

Tuesday, July 16	Request for Qualifications mailed to consultants.
Friday, July 26	Deadline to submit questions to City of Dublin
Wednesday, July 31	Addendum posted, if required
Friday, August 9	Statement of Qualifications are due no later than 4:00 PM on August 7 via e-mail ONLY. **Late submittals will not be accepted.**
Friday, August 16	Interview firms (optional)
Tuesday, October 1	Consulting Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

RFQ Submittal Requirements

Please prepare and organize your Statement of Qualifications based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Statement of Qualifications. Please note however that the RFQ submittal is limited to **15 pages maximum** single sided (excluding resumes), and should be submitted on 8 ½ x 11 paper, in 12-point font. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Interested firms are requested to submit one electronic copy of their Statement of Qualifications as follows:

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services. The interested firm should list the relevant experience including information and experience/certifications of the personnel assigned for the services. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within the document and not as a separate page.

2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

3. Provide at least three references (names and current phone numbers) from recent work

(previous five years) similar to the services outlined in this request for qualification. Please include a brief description of the work performed and the role your firm performed.

4. List key staff members, technicians including identification of the Project Manager/primary point-of-contact. Include a plan describing how the firm would handle the on-demand support services. Include the availability of certified technicians, and the ability of being able to complete the project on time and budget.

5. Provide an approach to respond and complete the on-demand support services to demonstrate the clear understanding of the requested work.

6. Present proposed project budget, to include a compensation rate schedule for services.

7. Provide confirmation of your firm's ability to meet the City's Standard Contracting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Qualifications.

Please provide copies of your Statement of Qualification to City offices **no later than Friday, August 9 by 4:00 p.m.** The entire SOQ (excluding resumes) should be a **maximum** of 15 pages. Submittals should be addressed as follows:

City of Dublin, Public Works Department
Attention: Sai Midididdi
City of Dublin
100 Civic Plaza
Dublin, California 94568

Any Statement of Qualifications submitted after the stated deadline will not be accepted for consideration.

Standard Contractor Services Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement will begin **October 2, 2024**.

A sample of the City's Standard Contractor Services Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating SOQs. Otherwise, the interested firm is to state in the SOQ that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted SOQ.

Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Proposers must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at http://www.fppc.ca.gov/Form700.html.

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

Governing Law

This RFQ summarizes the applicable laws and governance; when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

Insurance Requirements

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements:

General Liability Insurance	$2,000,000
Automobile Liability Insurance	$2,000,000
Professional Liability Insurance	$1,000,000
Workers' Compensation Insurance	$1,000,000

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate SOQs provided in response to this RFQ. The subcommittee will use a forced ranking process (please see Attachment B, Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City staff, and may include more than one firm that has submitted a Statement of Qualification.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFQ. The City reserves the right to reject any and all SOQs prior to execution of the Agreement, with no penalty to the City.

Selection of Contractor

Submitted Statement of Qualifications will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the SOQ.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the contractor services for this project.

Scope of Services

On-Call Electrical, Traffic Signal, Traffic Signal Communication, and Streetlight Support and Emergency Repair Services

The City's traffic signal and streetlight preventive maintenance services are contracted to Alameda County Traffic Signal Maintenance staff. The Contractor(s) selected through this RFQ shall provide On-Call Support and Emergency Repair Services for the City's traffic signals, streetlight and other electrical infrastructure. The Contractor will primarily provide support to City staff or Alameda County Traffic Signal Maintenance staff as needed on a workorder basis. On-call and during emergency situations, the Contractor shall furnish and supply all labor, equipment, and materials and perform all work, as needed, to maintain and repair all traffic signal equipment, fiberoptic cable, safety lights, and streetlights. Various classifications of On-Call repair work include the following services listed below. No payment will be made for services not expressly authorized by the City staff.

1.0 Accidental Damage Repair

On the City's request, the Contractor shall repair damage to traffic signal systems and streetlights resulting from traffic accidents. Accidental damage repair work includes cleanup of debris from an accident, such as a pole knockdown, erection of barricades or signs, or hookup of a temporary signal controller, temporary poles and signals, if necessary, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the public. The Contractor shall provide adequate traffic control and warning signs per the latest MUTCD guidelines and shall maintain erected warning and directional signs while work is in progress. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs unless otherwise authorized by City staff. All temporary signals, controllers, or other equipment shall provide the same functional capability as the original installation.

1.1 Traffic Signal Modification

This work consists of modifying any existing signal features or components and/or correcting signal malfunctions of any kind, including those that are the result of accidental damage (knockdown), vandalism, pavement failure, or obsolescence. Signal modifications and repair includes improvements necessary to correct equipment deterioration, malfunction, or other equipment failure. The traffic signal modifications and repair scope include but not limited to:

- Traffic signal poles and mast arms
- Safety lighting poles
- Video system installation and repair – CCTV & video detection
- Emergency Vehicle Pre-emption
- Battery Back-up Systems (BBS)
- Audible Pedestrian Signals (APS)
- Loop Vehicle Detection Systems
- Associated or appurtenant concrete work for sidewalk and curb ramps that may need to be modified or adjusted based on traffic signal modifications

- Underground utility installation & repair
- Live Electronic Records Management System
- After hours and emergency response, including PG&E Public Safety Power Shutoff (PSPS)Events, Flex Alerts, other planned power shutoff events

1.2 Detector Loops

On the City's request, the Contractor shall test detector loops, detection cameras and detector lead-in-cables for Meg Ohms reading, continuity, frequency, and inductance. At the request of City staff, the Contractor shall provide qualified staff to repair the detector loops per State and City standards.

1.3 Video Detection

On the City's request, the Contractor shall provide qualified personnel to install, test and adjust the video detection systems. Otherwise, the Contractor will be responsible to hire qualified personnel from the video detection manufacturer to program the camera at their expense. The Contractor shall also be able to install, operate and program a pan–tilt–zoom camera (PTZ camera) as needed.

1.4 Streetlights

On the City's request, the Contractor shall provide temporary or permanent repairs to streetlight equipment and appurtenances (LED fixtures, photocell) which the Contractor may be called upon from time to time by the City to repair, replace, or refurbish when streetlight or streetlight pole has been damaged by such things as, but not limited to, vehicle accidents or natural causes. The contractor shall ensure that in the event of a knockdown, that the affected area is secure and that no exposed wires are present. At the request of City staff, the Contractor shall repair or replace streetlight wire and conduits in the event of an outage or wire theft. Unless specified, the City will furnish the appropriate LED fixtures to the contractor.

1.5 New Traffic Signal Turn-on Support

On the request of City staff, the Contractor shall provide the following services to facilitate the installation of a new traffic signal or pedestrian hybrid beacon:

1. Prior to the acceptance of a new traffic signal by the City, the Contractor will inspect the traffic signal and prepare a punch list for corrective measures (if required). The signal construction Contractor will undertake all corrective measures.
2. The Contractor shall test related timing plans in the controller for new traffic signals before they are installed.
3. The Contractor shall provide qualified personnel to make all necessary field connections of the new traffic signal to the controller. This includes, but is not limited to, signal interconnect cable, detector lead-in cable, video detection (i.e., GPS, Opticom, etc.)
4. The Contractor shall be present at signal turn-ons even if the traffic signal is being constructed by a different contractor.

1.6 Training

City staff may request training in the use of certain equipment. This training will be provided on a time-and-material basis, as required. Tasks may include programming a controller, video detection system and any assistance to City staff.

1.7 Traffic Control

The Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain sufficient warning and directional signs, barricades, and lights and shall furnish sufficient flagmen to give adequate warning to the public, at all times, that the road or street is under construction and of any dangerous conditions that may be encountered as a result thereof, in accordance with the CA MUTCD.

Whenever it is necessary to block any traffic lanes in order to complete any portion of the work, the Contractor shall notify the Dublin Police Department and the Dublin Fire Department, as well as City staff. Lane closure and times scheduled for closure shall be subject to approval of City staff. At least one (1) lane of traffic shall be kept open in each direction, at all times. On major arterials, no lane closures shall take place before 9:00 a.m. or after 3:00 p.m., without prior approval from City staff.

Failure on the part of the Contractor to provide adequate signing and barricading will give authority to City staff to provide such protection, as is necessary by City forces or an independent contractor. All costs of protection shall be charged to the Contractor. Repetitive failure shall be sufficient cause to terminate the contract.

1.8 Spare Materials and Equipment Availability

The Contractor shall maintain adequate storage and shop repair facilities to perform all work including a sufficient stock of common spare parts and signal equipment to effect permanent repairs to the system with the exception of controllers and cabinets. The City will provide spare controllers and cabinets on an as needed basis. The Contractor shall be responsible for maintaining adequate storage facilities to store City supplied materials.

The contractor shall provide equipment and apply installation procedures which are acceptable to City staff and per City standards.

1.9 Parts, Material Quality, and Workmanship

Unless otherwise provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this agreement shall be of the best quality of their respective kind and for their purpose. Wherever replacement of material or equipment, in accordance with the Standard Plans and Specifications may cause an obvious difference in either appearance or operation of the system or would be in any way incompatible with other existing equipment, the Contractor shall so inform City staff. All phases of the work are subject to inspection and approval of City staff.

All permanent repairs to the system shall be undertaken within a time period approved by the City Engineer. Failure to effect permanent repairs within this time limit shall be sufficient cause for City staff to authorize repairs to be completed by another contractor.

The Contractor shall be responsible for furnishing all spare parts necessary to maintain the continued safe and efficient operation of the signals whenever the original unit is withdrawn for maintenance, repair, or modification. All component parts of each system shall be maintained at all times to perform the functions for which they were designed, unless authorized otherwise by City staff.

1.10 Maintenance Records

The following records shall be maintained by the Contractor covering signal maintenance activities:

A record of all service calls, repairs, and relevant data pertaining to each individual intersection will be kept in the controller cabinet and properly annotated by the Contractor, at the time of any repair work or modifications. A duplicate record will be kept on file in the Contractor's office and will be sent to City staff, included on the monthly summary report. The Contractor shall supply a copy of the maintenance record to City staff.

Signal-timing charts will be kept in the controller cabinet. The Contractor shall record all signal-timing changes on these charts, and identify the personnel implementing the change and dates of changes. Only City staff shall authorize timing changes. The Contractor may make changes required on a temporary basis due to maintenance operations, such as detector failures, but must inform City staff immediately of each change.

A duplicate record of all service calls, repairs, and relevant data pertaining to each individual request is to be kept on file in the Contractor’s office and available to the City upon request.

A database shall be maintained indicating previous and scheduled work orders.

1.11 Maintenance Report

The Contractor shall provide reports when on-call to City staff. The submitted report shall contain, as a minimum, the following information on every work order:

- Date of visit to the location
- Location/Intersection name and/or number
- Purpose of the visit (include the name of City staff who requested the service)
- Work accomplished during the visit

The Contractor shall submit to City staff reports of any breakdowns of individual pieces of equipment due to mechanical failure, and report of major repairs to any equipment, the reason for repairs and recommendation for any major repairs to equipment that the Contractor deems necessary for proper performance. Before any work is begun, the Contractor shall provide a quote to be approved by City staff.

1.12 Work Force

1. The Contractor shall always maintain a force of sufficiently trained, qualified traffic signal maintenance employees, preferably International Municipal Signal Association (IMSA) certified, having work experience of a minimum of two years to perform the work as required by City staff.
2. The team of qualified employees shall be sufficient to respond to emergency calls, which may be received at any time, and to promptly make temporary and permanent repairs.
3. The Contractor shall retain qualified engineering or technical personnel capable of working with the types of controllers in the City's system (example: NAZTEC 980, 2070, Cubic Trafficware 980 ATC and Commander).

1.13 Response and Service

The Contractor shall provide response and service in the following manner:

1. The Contractor shall designate and inform City staff of a telephone number(s), where he/she can be reached concerning response or on-call maintenance. The Contractor shall be accessible at this telephone number(s) and available to perform traffic signal repair/response maintenance, twenty-four (24) hours a day, seven (7) days a week, including holidays. A fax number and an e-mail address for transmitting documents shall be owned and operated by the Contractor.
2. The Contractor shall provide adequate shop facilities, maintenance vehicles with two-way radio dispatch capability, and tools, inventory, and testing equipment to accomplish all the work described above
3. When the notification is sent by City staff to the Contractor regarding an on-call work:
    a. If the Contractor receives the call between 8:00 a.m. and 5:00 p.m., the response time shall not exceed two (2) hours, Monday through Friday.
    b. When the notification is received at any other time or on any other day, the response time shall not exceed three (3) hours.
    c. When a situation exists that City staff deems dangerous or an emergency and so advises the Contractor, the Contractor shall dispatch qualified personnel and appropriate equipment and material to correct the situation, as soon as possible, but in no case later than indicated above.
    d. Contractor’s response to emergency repair should be coordinated with City staff.

2. Other Work

2.1 Conduit Installation

The Contractor shall provide all necessary labor, equipment, and materials to install conduits for traffic signals, signal interconnects or any other work as required by City staff. The work shall be paid in accordance with the contract unit price on Schedule F and G.

2.2 Replace/Install Only

City staff may, from time to time, ask the Contractor to replace existing signal appurtenances with new or advanced ones. City staff will supply the materials and the Contractor's responsibility shall be limited to the installation and replacement only. Payment for such work shall be in accordance with the contract unit price on Schedule H.

2.3 Specific Material Installation Rates

The Contractor shall provide all necessary labor, equipment, and materials for responses and services to execute any work shown either on Schedule D or Schedule E. The cost of such repairs shall be billed in accordance with the contract unit price on Schedule D during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the unit contract price on Schedule E.

2.4 Minor Repair

The payment for minor repair work, such as fixing of turned signal heads, turned pedestrian signal heads, loose back plates, loose visors, loose internally illuminated street name signs (IISNS) or re-splicing of loops, shall be paid in accordance with the contract unit price on Schedule J, during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the contract unit price on Schedule I.

3. Lump Sum Work

3.1 Repair of Radar Signs and Flashing Beacons Damaged due to Accident/Vandalism/Acts of God

The Contractor shall provide all necessary labor, equipment, and material for responses and services to repair any existing Radar Sign or Flashing Beacon damaged as a result of accidents, vandalism (wire theft), and other acts beyond the control of the City or the Contractor or install at new locations. If applicable, all or part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules A and B) plus the marked-up invoice cost (less than or equal to 10%) of the materials. The Contractor shall be responsible for dividing the work under unit price work and lump sum work and submitting an invoice/quote to City staff for payment or approval for execution of the work.

3.2 Signal Modifications

Whenever City staff deems it necessary to make modifications to an existing, aging traffic signal infrastructure, City staff shall authorize the Contractor to make the necessary modifications. The Contractor shall make such modifications only after receiving a plan and/or an authorization in writing from City staff. The Contractor shall provide all necessary labor, equipment, and materials to provide signal modification work as recommended and approved by City staff. If applicable, all or

part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules A and B) plus the marked-up invoice cost (less than or equal to 10%) of the materials. The Contractor shall be responsible for dividing the work under unit price work and lump sum work and submitting a quote to City staff for approval. The City also reserves the right to advertise for competitive bids to effect repairs or modifications to any signal or signal system. Examples of such work include but are not limited to:

1. Replace the aging/existing green vehicle signal indications (green arrows and green circle indications) at 58 intersections with new indications. The approximate number of green indications is 1,100.
2. Replacing the aging vehicle detection system at four intersections along San Ramon Road.

3.3 Fiber Optics

On the City's request, the Contractor shall designate one person who has knowledge and appropriate licenses to install, troubleshoot, test (OTDR) and make recommendations for the City's fiber optics system. The Contractor may also subcontract fiber optics work to an outside company at its own expense to troubleshoot the City's fiber optics network. Upon completion of any fiber optic work, the contractor shall provide the City with a drawing or mark-up indicating the new fiber connections. The Contractor shall also provide qualified staff to complete the following scope:

- ITS expertise including networking design, implementation, and deployment as well as programming and activation of switches, hubs, & routers
- Certified Fiber Installation, Splicing, Testing, Reporting, and Turn-On
- Certified technicians to land and connect the fiber in traffic signal cabinet and the City's traffic Operation Center.

3.4 Overview of On-Call Projects Process

When requesting services for work under on-call contract, a City project manager will request services on a "Time and Material" basis. The selected firm's services shall be provided based on the costs proposed in the below "Cost Proposal" for scope mentioned in Section 1 and 2. The services will be negotiated on a per project basis and have a budget and specific work scope, submitted on letterhead and signed by the designated project manager for Lump sum Work mentioned in Sections 3.

Cost Proposal:

SCHEDULE A			
LABOR SCHEDULE			
#	Description	Hourly Rate	
		Straight Time	Overtime
1	Operations Superintendent Reviews and Approves all work; provides input to Engineer		
2	Engineering Technician Acts as technical liaison; assists Engineer with operation of equipment		
3	Lead Man Guides and assists field technicians and signalmen		
4	Traffic Signal Technician – Field Troubleshoots, maintains, repairs field equipment, and programming controller with signal timing plan.		
5	Traffic Signal Technician – Lab Troubleshoots, maintains, repairs equipment in lab, and programming controller with signal timing plan.		
6	Traffic Signal Person Under direction of lead man, assists field		
7	Traffic Signal Person – Apprentice In-training; assists traffic signalman		
8	Traffic Signal Laborer Assists signalman in field		

SCHEDULE B		
EQUIPMENT SCHEDULE		
#	Description	Cost per Response Call/Per Hour
1	Personnel Vehicle	(Per Response)
2	Pickup Truck	(Per Response)
3	Service Truck	(Per Response)
4	Boom Truck	(Per Hour)
5	Paint Rig Truck	(Per Response)
6	Bucket Truck (Hydraulic, Man-Lift)	(Per Hour)
7	Air Compressor	(Per Response)
8	Water Truck	(Per Response)
9	Concrete Saw	(Per Response)

SCHEDULE C			
EQUIPMENT TESTING SCHEDULE			
#	Description	Unit	Cost
1	New Controller Cabinet (TS – 2 Type 1 "P")	Each	
2	New Signal Controller	Each	

SCHEDULE D			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	**Description**	**Unit**	**Cost**
1	1 to 4 (6'x6') Type E Loop	Each	
2	5 to 8 (6'X6') Type E Loop	Each	
3	1 to 4(modified round Type D loops) Type E loops with a circular shape	Each	
4	5 to 8 (modified round Type D loops) Type E loops with a circular shape		
5	Furnish and install Audible PPB (Polara)	Each	
6	Furnish and replace Audible PPB (Polara)	Each	
7	Furnish and install ADA compliant PPB post (no foundation replacement)	Each	
8	Furnish and install ADA compliant PPB post (with foundation replacement)	Each	
9	Furnish and Install 28' to 30' Streetlight pole (no foundation replacement)	Each	
10	Furnish and Install 28' to 30' Streetlight pole (with foundation replacement)	Each	
11	Furnish and Install 12' Decorative pedestrian light pole (no foundation replacement)	Each	
12	Furnish and Install 12' Decorative pedestrian light pole (with foundation replacement)	Each	
13	Furnish and Install 30' Green pedestrian light pole (no foundation replacement)	Each	
14	Furnish and Install 30' Green pedestrian light pole (with foundation replacement)	Each	
15	Type 1-A – 10' (no foundation replacement)	Each	
16	Type 1-A - 10' (with foundation replacement)	Each	
17	Type 1-B – 10' (no foundation replacement)	Each	
18	Type 1-B - 10' (with foundation replacement)	Each	
19	Type 1-D – 10' (no foundation replacement)	Each	
20	Type 1-D -10' (with foundation replacement)	Each	
21	Furnish and Install Type 18-4-100 with foundation	Each	
22	Furnish and Install Type 19-4-100 with foundation	Each	
23	Furnish and Install Type 17-3-100 with foundation	Each	
24	Install City-furnished Video Detection Camera (new) along with cable run	Per Camera	
25	Replace existing camera with city-furnished Video Detection Camera	Per Camera	
26	Install Type 15 pole with new 8'luminaire mast arm with LED light and Install Foundation	Each	
27	Install Type 15 pole with new 8'luminaire mast arm with LED light	Each	
28	Remove existing type 15 Pole	Each	
29	Pull box # 3.5	Each	
30	Pull box # 5	Each	
31	Pull box # 6	Each	
32	Pull box #6E		
33	Pull box #N48		
34	Pull box lid for # 3.5	Each	
35	Pull box lid for #5	Each	
36	Pull box lid for #6	Each	
37	Pull box lid for #6E		
38	Pull box lid for #N 48		
39	12" LED signal (Green – Ball)	Each	
40	12" LED signal (Yellow – Ball)	Each	

SCHEDULE D			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	**Description**	**Unit**	**Cost**
41	12” LED signal (Red – Ball)	Each	
42	12” LED signal (Green – Arrow)	Each	
43	12” LED signal (Yellow – Arrow)	Each	
44	12” LED signal (Red – Arrow)	Each	
45	Install LED countdown pedestrian signal	Each	
46	Type “C” pedestrian signal housing	Each	
47	12” full circle visor	Each	
48	3 section 12” back plate (Louvered)	Each	
49	3 section signal head complete assembly installation	Each	
50	4 section signal head complete assembly installation	Each	
51	5 section signal head complete assembly installation	Each	
52	Sidewalk Replacement (5’ X 5’ X 4’)	Per Flag	
53	Furnish and Install GPS based Optical Detector on mast arm	Each	
54	Furnish and Install GPS based Discriminator Card – 2 Channel	Each	
55	Furnish and Install CCTV/PTZ camera system with switch, CODEC, and cabling	Each	
56	Furnish and Install LED illuminated street name sign (6 feet)	Each	
57	Furnish and Install LED illuminated street name sign (8 feet)	Each	
58	Locate and mark existing traffic signal loop	Per Loop	
59	Trench and install 3” conduit with 12 SM Fiber Optics line	LF	
60	Trench and install 3” conduit with 140 SM Fiber Optics line	LF	
61	Test the fiber optic line, end to end, both direction (OTDR)	LS	
62	Trouble shoot fiber optics break	Hour	

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	**Description**	**Unit**	**Cost**
1	1 to 4 (6’x6’) inductive loops (Type A or D)	Each	
2	1 to 4 Type E Loop	Each	
3	5 to 8 Type E Loop	Each	
4	5 to 8 (6’x6’) inductive loops (Type A or D)	Each	
5	9 or more (6’x6’) inductive loops (Type A or D)	Each	
6	PPB post (no foundation replacement)	Each	
7	PPB post (with foundation replacement)	Each	
8	Type 1-A – 10’ (no foundation replacement)	Each	
9	Type 1-A – 10’ (with foundation replacement)	Each	
10	Type 1-B – 10’ (no foundation replacement)	Each	
11	Type 1-B – 10’ (with foundation replacement)	Each	
12	Type 1-D – 10’ (no foundation replacement)	Each	
13	Type 1-D – 10’ (with foundation replacement)	Each	
14	Pull box # 3.5	Each	
15	Pull box # 5	Each	
16	Pull box # 6	Each	

SCHEDUL E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	**Description**	**Unit**	**Cost**
17	Pull box lid for # 3.5	Each	
18	Pull box lid for # 5	Each	
19	Pull box lid for # 6	Each	
20	12” LED signal (Green – Ball)	Each	
21	12” LED signal (Yellow – Ball)	Each	
22	12” LED signal (Red – Ball)	Each	
23	12” LED signal (Green – Arrow)	Each	
24	12” LED signal (Yellow – Arrow)	Each	
25	12” LED signal (Red – Arrow)	Each	
26	8” LED signal (Green – Ball)	Each	
27	8” LED signal (Yellow – Ball)	Each	
28	8” LED signal (Red – Ball)	Each	
29	8” LED signal (Green – Arrow)	Each	
30	8” LED signal (Yellow – Arrow)	Each	
31	8” LED signal (Red – Arrow)	Each	
32	LED pedestrian signal	Each	
33	LED countdown pedestrian signal	Each	
34	Audible signal	Each	
35	Type “C” pedestrian signal housing	Each	
36	12” full circle visor	Each	
37	8” full circle visor	Each	
38	3 section 8” back plate (Louvered)	Each	
39	3 section 12” back plate (Louvered)	Each	
40	3 section signal head complete assembly installation	Each	
41	4 section signal head complete assembly installation	Each	
42	5 section signal head complete assembly installation	Each	
43	Remove and secure a knockdown streetlight	Each	

SCHEDULE F			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	**Description**	**Unit**	**Cost**
RIGID PVC CONDUIT (SCHEDULE 40)			
1	Trench 1.5” conduit	LF	
2	Trench 2.0” conduit	LF	
3	Trench 2.5” conduit	LF	
4	Trench 3” conduit	LF	
5	Bore 1.5” conduit	LF	
6	Bore 2.0” conduit	LF	
7	Bore 2.5” conduit	LF	
8	Bore 3” conduit	LF	
RIGID PVC CONDUIT (SCHEDULE 80)			
1	Trench 1.5” conduit	LF	
2	Trench 2.0” conduit	LF	
3	Trench 2.5” conduit	LF	
4	Trench 3” conduit	LF	
5	Bore 1.5” conduit	LF	
6	Bore 2.0” conduit	LF	
7	Bore 2.5” conduit	LF	
8	Bore 3” conduit	LF	

SCHEDULE G			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	**Description**	**Unit**	**Cost**
RIGID STEEL CONDUIT			
1	Trench 1.5” conduit	LF	
2	Trench 2.0” conduit	LF	
3	Trench 2.5” conduit	LF	
4	Trench 3” conduit	LF	
5	Bore 1.5” conduit	LF	
6	Bore 2.0” conduit	LF	
7	Bore 2.5” conduit	LF	
8	Bore 3” conduit	LF	

SCHEDULE H			
REPLACE/INSTALL SCHEDULE (MATERIALS WILL BE SUPPLIED BY THE CITY WHERE SPECIFIED)			
#	**Description**	**Unit**	**Cost**
1	City furnished Battery Backup system in an existing “P” cabinet	Each	
2	City furnished Battery Backup system in a stand-alone cabinet	Each	
3	City furnished Battery Backup system and foundation	Each	
4	City furnished LED signal (vehicle indication only)	Each	
5	City furnished LED signal (Pedestrian indication only)	Each	
6	Installation of Timing Plan in controller	Each	
7	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on existing foundation	Each	
8	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on new foundation. Furnish and install new foundation	Each	
9	City furnished Pedestrian signal housing replacement (Type C)	Each	
10	Attach City furnished solar-powered radar sign to existing pole	Each	
11	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in sidewalk	Each	
12	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in dirt	Each	
13	Install City furnished RRFB. Furnish and install foundation with pole in dirt (complete system may be 2 or 3 RRFB)	LS	
14	Install City furnished RRFB. Furnish and install foundation with pole in sidewalk (complete system may be 2 or 3 RRFB)	LS	
15	Install City furnished GPS Opticom with receiver	Each	

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	**Description**	**Unit**	**Cost**
1	Turned signal head	Each	
2	Turned pedestrian signal head	Each	
3	Loose back plate	Each	
4	Loose or missing visor	Each	
5	Re-splice loop	Each	
6	Reseal Loop	Each	
7	Loose IISNS	Each	

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	**Description**	**Unit**	**Cost**
8	Installation of traffic sign on mast arm	Each	
9	Signal on Flash and Reset the MMU	Each	
10	Clean PTZ and Video detection lens	Each	

SCHEDULE J			
MINOR REPAIR SCHEDULE (OVERTIME)			
#	**Description**	**Unit**	**Cost**
1	Turned signal head	Each	
2	Turned pedestrian signal head	Each	
3	Loose back plate	Each	
4	Signal on Flash and Reset the MMU	Each	
5	Loose visor	Each	
6	Re-splice loop	Each	
7	Signal on Flash and Reset the MMU	Each	
8	Reseal Loop	Each	
9	Loose IISNS	Each	

Attachment to RFP Removed for October 1, 2024 Council Meeting

Attachment A

Standard Contractor Services Agreement

Attachment B

City of Dublin
Forced Ranking Rating Sheet

Instructions: After each review, write the name of the candidates in the boxes in ranked order of 1 through 5, with the number 1 candidate in the left column being the most qualified candidate. For example, candidate Smith's name would be in the Rank 1 box after the first review, since that firm would be the only candidate so far. After candidate Jones is reviewed in the second review, then decide which of the two candidates – Smith or Jones – should be ranked #1 and #2. As reviews continue, re-rank the applicants as appropriate.

	Rank 1																		
Firm 1		Rank 2																	
Firm 2			Rank 3																
Firm 3				Rank 4															
Firm 4					Rank 5														
Firm 5						Rank 6													
Firm 6							Rank 7												
Firm 7								Rank 8											
Firm 8									Rank 9										
Firm 9										Rank 10									
Firm 10											Rank 11								
Firm 11												Rank 12							
Firm 12													Rank 13						
Firm 13														Rank 14					
Firm 14															Rank 15				
Firm 15																Rank 16			
Firm 16																	Rank 17		
Firm 17																		Rank 18	
Firm 18																			Rank 19
Firm 19																			

Proposal Category (circle one):

Civil Design/PM Development Review Surveying Transportation Planning Traffic Engineering Drafting/CAD

Rater Name: _____

Proposal Name: _____

Attachment C

Conflict of Interest

For the term of this contract, no member, officer, or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Consultant must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list Consultant's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at http://www.fppc.ca.gov/Form700.html.

Attachment D

Public Contract Code

***PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED

PUBLIC CONTRACT CODE STATEMENT***

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer

Has_____, has not _____(mark one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the PROPOSER, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the PROPOSER within the immediately preceding two-year period because of the PROPOSER's failure to comply with an order of a federal court which orders the PROPOSER to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required under Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

_____ _____

Date (authorized signature)

_____

(name and title)

_____

(company name)

_____

(company address)

Driving a Higher Standard

Bear Electrical Solutions Inc.

August 9th , 2024

City of Dublin – On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services

TABLE OF CONTENTS

Section		Page
1.	Cover Letter	3
2.	Qualifications	4
3.	References	6
4.	Key Staff & Resumes	7
5.	Our Approach	12
6.	Proposed Budget	16
7.	Confirmations	18
8.	Addendum Acknowledgement	18
	Appendix	

August 9th ,2024

City of Dublin
Sai Midididdi, Associate Civil (Traffic) Engineer
100 Civic Plaza
City of Dublin, CA 94568

RE: **RFQ On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services**

Dear Sai,

Bear Electrical Solutions (Bear) is interested in and committed to providing On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services to the City of Dublin.

Bear is a full-service electrical contractor specializing in traffic signal maintenance and emergency on-call services. Established in 2013, Bear has a proven customer base providing similar services to this RFQ with over 100 public municipalities throughout California.

This proposal response culminates our understanding of the RFQ (issued on July 16, 2024) and Addendum 1 (issued on July 31, 2024), and it summarizes our company capabilities, resources, and working knowledge of systems employed by the City of Dublin. This proposal also highlights the following key advantages of having Bear as the City's maintenance provider:

- Bear currently has multiple employees living in proximity to the City of Dublin to service the City within its contractual required response times.
- Bear's executive, project, and field management staff have decades of experience in traffic signal operations, maintenance and public sector. Bear is always looking to help our customers by provide guidance, best practice recommendations, and general support as 'an extension of City staff'.
- Bear has in-house laboratory staff that can provide cabinet and controller certifications, independent and non-affiliated with any controller manufacturer; also, Bear can provide the City with training and educational sessions at this off-site laboratory.
- Bear can provide all electrical services in-house from loop installation, fiber optic testing and repair, potholing and restoration, minor/major electrical construction and ad-hoc electrical.
- Bear is the largest streetlight maintenance and video detection installer by volume – maintaining over 100,000 streetlights and deploying thousands of video detections systems.
- Bear has one of the best safety records in the industry, with no OSHA violations and a sub-0.65 EMR.
- Bear is a PG&E-approved Gold Shovel contractor capable of providing and coordinating any ancillary services relating to electrical and transit systems.

Please feel free to contact me should you have any questions. I am one of the Company officers authorized to negotiate a contract with the City.

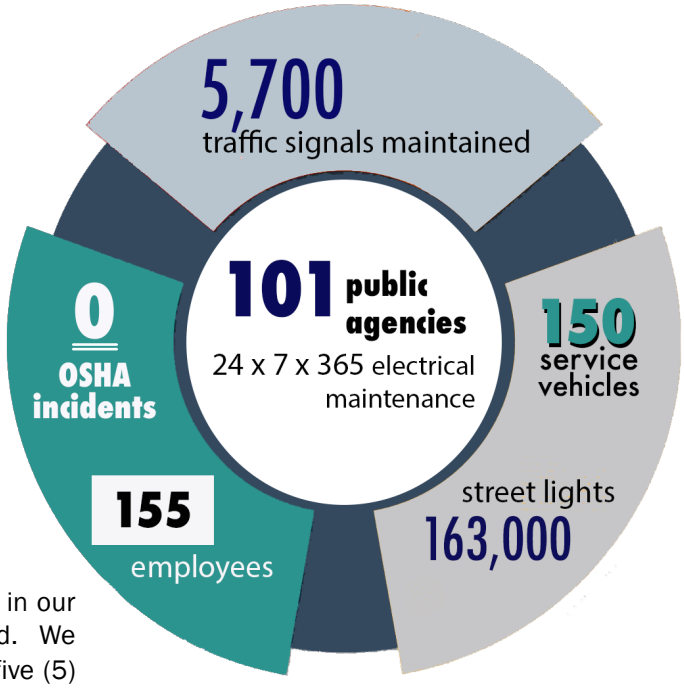
Regards,
Bear Electrical Solutions, Inc.

Robert Asuncion, TE
Vice President
robert@bear-electrical.com

2. QUALIFICATIONS

About Bear

Bear Electrical Solutions, Inc. (Bear) is a privately-held California corporation established in January 2013 and founded to specifically lead the traffic signal maintenance industry by "Driving a Higher Standard." The company founders comprise a licensed traffic engineer and business & finance experts focused on providing the right combination of excellent customer service and technical expertise.



Our Mission:

We founded Bear because we believe that nobody in our industry was delivering to a high enough standard. We sought to change that with a company guided by five (5) powerful core values that each drive our culture, work ethic, strategy, and expectations:

1. **Continuous Improvement:**

   We strive to make one-degree daily shifts to constantly improve our customer experience.

2. **Lead with Facts, Not Assumptions:**

   As a service-based business, we are trained to listen to "all sides of the story" whether it is our customers, third-party officials, or the public.

3. **Build Lasting Relationships:**

   We act with respect and professionalism. We place focus on trust and credibility over selfishness. Our relationships are based on putting people first.

4. **Communicate Effectively, Clearly:**

   Building emotional intelligence is critical in a service business such as ours where our scope of work is communicating valuable information to others.

5. **Be Impeccable with Your Words:**

   We act with integrity in our everyday actions. Be accountable and follow through. Offer encouragement and empowerment to all we work with daily.

About Bear (cont.)

Industry Qualifications

Bear Electrical is qualified to meet and exceed the requirements outlined by the City.

- A — **Class A –** General Engineering
- C-10 — **Class C-10 –** Electrical
- C-31 — **Class C-31 –** Work Zone Traffic Control
- D-31 — **Class D-31 –** Pole Installation and Maintenance

Certifications and affiliations

- Signatory to the International Brotherhood of Electrical Workers (IBEW), Laborers, Low Voltage, and Operators Union(s)
- Department of Industrial Relations (DIR) Certified & Registered (#1000002158)
- Pacific Gas & Electric approved electrical contractor
- United Contractors Association Member (UCON)
- Maintenance Superintendant Association (MSA) Sponsor
- National Association of Women in Construction (NAWIC) Member / Sponsor
- Institute of Traffic Engineer (ITE) Member / Sponsor
- International Municipal Signal Association – various certifications (employee certifications)

The City of Fremont

Bear Electrical has been providing traffic signal and lighting maintenance under an all-inclusive contract to the City of Fremont for the past 11 years. As a progressive city, Fremont is continually working to implement new technologies that ease traffic and congestion, while increasing safety. With 173 traffic signals and 20,000 streetlights, Bear provides all-inclusive services for traffic signal and streetlight maintenance, parks, and sports lighting facilities. Also included is 24/7/365 emergency response, preventative maintenance, & ad hoc electrical improvements.

Reference Contact: Daniel Miller, Associate Engineer, (510) 494-4789

The City of San Jose

The City of San Jose ranks 12th largest in the Country with a population of close to a million. The City has over 920 traffic signals and 62,000 streetlights. Bear currently provides 24/7/365 on-call traffic signal maintenance services. These services include knockdown response, repair, and ad-hoc electrical. Additional contract work involves on-call fiber communication maintenance.

Reference Contact: Randy Griffith, Electrical Supervisor,

(408) 794-1972

The City of Santa Clara

Bear electrical has been providing traffic signal maintenance under an all-inclusive contract to the City of Santa Clara for the past 4 years. Bear currently maintains 98 traffic signals with routine maintenance as well as 24/7/365 emergency response

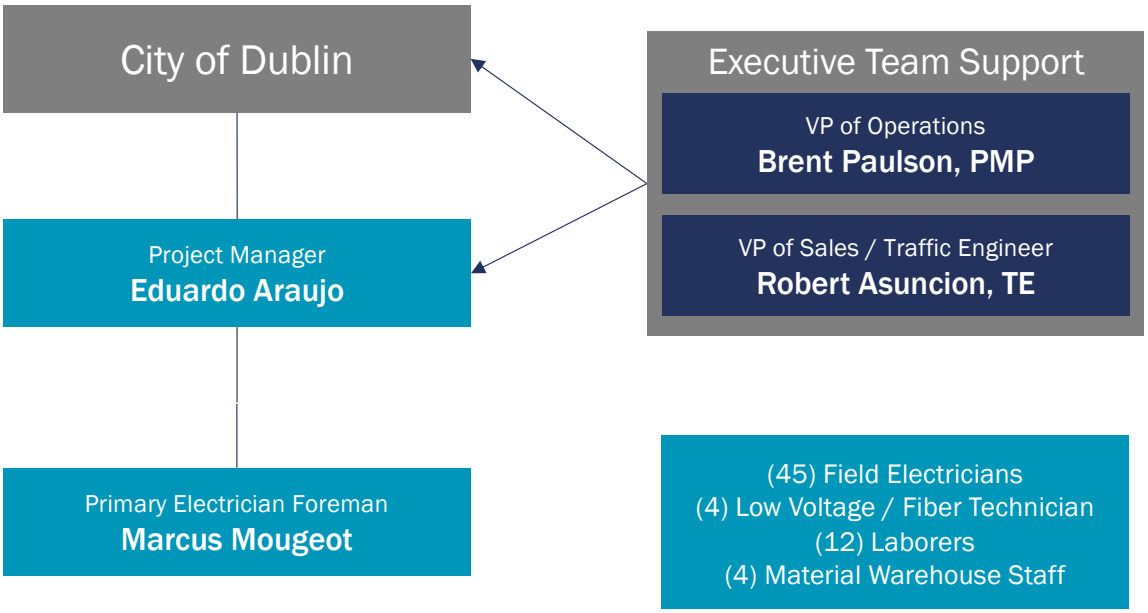
Reference Contact: Joel Roque, Associate Engineer,

(408) 615-3029

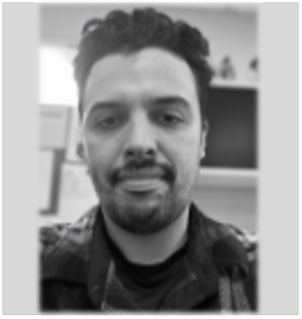
4. KEY STAFF & RESUMES

Team & Experience

Bear will assign a team of seasoned staff members to service the City of Dublin. They are all long-tenured employees working for Bear and very familiar with all the requirements of the RFQ. The engagement team will have the support of additional labor and management resources whenever tasks are provided, and deadlines need to be met.



Eduardo Araujo



Project Manager

Eduardo is a project manager who began his career outside the field. Initially serving as Bear's procurement manager, he handled material acquisition, logistics, and job staging. Motivated by his desire to expand his role in projects and his service-oriented nature, Eduardo took on the role of project manager for the company's traffic signal maintenance and streetlight maintenance business. Eduardo project manages several agency maintenance accounts in the area.

Experience

Project Engineer/Manager
Bear Electrical Solutions, Inc. | 2020-present | Alviso, CA

- Forward-facing maintenance account representative for various public agency clients. Very client relationship focused.
- Responsible for project communications, material procurement, estimating and proposal development
- Procurement specialist with multiple vendor relationships in the traffic signal, ITS, and streetlighting business
- City/County permitting
- Responsible for construction/maintenance projects ranging from $500- $1M.

Shop and Procurement Manager
Bear Electrical Solutions, Inc. | 2016-2020 | Alviso, CA

- Responsible for job and stock material ordering and logistics.
- Provided submittals / re-submittals to project managers for construction projects.

Additional Skills
Permit Work and Permit Coordination Computer – Email, MS Office Purchasing, Tracking, Vendor Relations

Marcus Mougeot

Field Electrician Foreman

As field foreman, Marcus manages and assigns project resources to meet customer expectations and contract deliverables. With over 14 years of electrical maintenance and construction experience, Marcus has accomplished many projects for Bear clients throughout the Bay Area. Marcus self-performs work as well as provides mentorship and training to new field team members.

Marcus is one of our foreman that has led small to large traffic signal maintenance projects including ITS and SMART City applications.

Experience

Electrician
Bear Electrical Solutions, Inc. | 2013 | Alviso, CA

Marcus is responsible for leading and self-performing traffic signal and streetlight maintenance tasks for various accounts throughout the SF Bay Area region.

Electrician
Pacific Data & Electric | 2012-2013 | San Leandro, CA

Commercial Electrical Work
Fiber and Network Communication
Traffic Signal Construction

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II/III OSHA Training & Heavy Equipment Operator	State of California General Electrician #E159970-G IBEW Union Member

Brent Paulson

Vice President of Operations

As the Vice President of Operations for Bear Electrical Brent ensures all project resources – personnel, material, and equipment – are in place and operating as desired from a Company and customer perspective. As a previous electrician and project manager, Brent Paulson provides high-level oversight to our company's operations team, ensuring that internal and external customer expectations are met. Under Brent's leadership, the company has continued to grow and expand, delivering on Bear's promises and values to its clients.

Experience

Project Manager
Bear Electrical Solutions, Inc. | 2013-present | Alviso, CA

As a project manager for Bear Electrical, Brent leads a project management team that is responsible for the maintenance and service of approximately 2,000 signals and 120,000 streetlights for various agencies in the San Francisco Bay Area. His team also specializes in ITS deployment and SMART City projects.

Electrician
Siemens/ Republic ITS | 2007-2013 | Fremont, CA

- Traffic Signal Maintenance
- Streetlight Maintenance
- Fiber Optic / Copper / Wireless Communication
- ITS Deployment
- Traffic Signal Upgrades/ Modifications

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II/III IMSA – Traffic Signals Bench I/II OSHA 30 Certified IBEW Apprenticeship Graduate NECA Accredited and Certified PM Project Management Professional (PMP)	State of California General Electrician #E-155344-G Project Management Professional (PMP)

Robert Asuncion

Company Principal / Traffic Engineer

For the City, Robert can provide on-call traffic engineering support should the City require ad-hoc consulting. Starting his career in the public sector and later forming a business focused on meeting the needs of cities, Robert provides expertise and insights on best maintenance practices while ensuring technical compliance.

Experience

Co-Founder and Vice-President
Bear Electrical Solutions, Inc. | 2013-present | Alviso, CA

- Co-founded business from scratch and grew operations from 2 employees to over 145 employees statewide.
- Provides traffic signal maintenance expertise;
- Business development.

Regional Manager
Siemens/ Republic ITS | 2004-2012 | Fremont, CA

- Responsible for P&L activities for the SF Bay Area regional office with annual revenues of over $40M per year;
- Cost estimating;
- Provided on-call traffic engineering consultation for various public agency clients.

Associate Transportation Engineer
City of Fremont | 1999-2004 | Fremont, CA

- Citizen respondent to all traffic engineering-related inquiries;
- Responsible for traffic signal operations & red light-camera program for a City with over 200k population.

Certifications	Licenses
IMSA - Work Zone Safety IMSA - Traffic Signals Field Electrician I/II/III IMSA – Traffic Signals Bench I/II Bachelors in Civil Engineering	State of California Professional Engineer in Traffic Engineering (No. TR 2156) State of California Contractor License - Class A General Engineering (No. 982079) State of Nevada Contractor License – Class A General Engineering (No. 0090133)

5. OUR APPROACH

The Perfect Balance:

Bear offers a blend of large-scale capabilities with small-scale service. Operationally between a major corporation and a small 'Mom & Pop'-sized operation, we offer the advantages of both: substantial resources, personnel and expertise, with flexible, customizable, scalable service.

Bear is built to be able to solve any problem while being able to shift strategy at a moment's notice – all without the bloat, bureaucracy, or inflated prices of a massive corporation.

Implementation Plan

Through our experience servicing agencies throughout California, we understand that an RFQ cannot capture all the literal details and intricacies of a traffic signal and streetlight maintenance program. Because of this, we understand that a successful electrical maintenance contractor needs to be flexible and adaptable to complete necessary tasks promptly. We accomplish this in three (3) ways.

1. Communication

We understand that a maintenance business is a business built on trust and relationships. To build and maintain trust, continuous communication is paramount. This starts with assigning single points of contact in a qualified foreman electrician and project manager. Through these direct channels of communication, its our standard practice to consistently communicate with each other in a collaborative manner. This allows for us to adapt our work schedule, backlog, and manpower allocation to the specific needs of the City. To assist with communication and transparency, we have developed an in-house web-based Maintenance Management System built on the salesforce platform. This, along with a well implemented communication and reporting plan allows us to provide real time updates on assigned tasks to our clients as well as meaningful reports.

2. Allocation of Resources

Through our combined experience and statewide presence, we know what it takes to properly staff and manage a traffic signal maintenance contract. We also understand that our assigned workload may not always be linear due to the responsive nature of such contracts. With that in mind, we assembled a field team of 100 electricians, fiber optic and low voltage technicians, operators, and laborers available to assist under the direct supervision of our foreman electrician. This allows for us to not only exceed response time expectations on a day-to-day basis, but also complete larger scopes and tasks in a timely manner as they may arise.

3. Additional In-House Services

Through our experience servicing similarly positioned agencies, we understand that a maintenance program may evolve or expand at times to include signal upgrades, modifications, and installations. Over time, we have expanded our services to include the following to further support the needs of our existing maintenance clients. Over time, we have grown our maintenance business to capture the below mentioned scopes in-house. By performing these scopes of work in-house rather than subcontracting, it allows for us to have control of our schedule and meet the needs and expectations of our clients in a timely manner.

Work order organization and intersystem coordination

Based upon our review of the RFQ, we have a good understanding of how the work may be dispatched to Bear.

We plan to utilize our Maintenance Management System (MMS) built in-house on the Salesforce platform to manage and organize incoming work orders for various requests. We utilize our MMS to manage work from inception at the time of dispatch to month-end billing and reporting. We have existing custom fields built into our current environment that allow for a simple reconciliation between Bear and the City of Dublin. Additionally, our field staff is equipped with devices capable of pushing updates.

Knowledge of Local Conditions and Concerns

As a maintenance company already servicing surrounding agencies, our team has established contacts, business permits, and routine procedures at the varied municipalities, communities, and significant unincorporated rural areas necessary to complete the scope of work for this project.

Our team has all the institutional knowledge and has completed all the research required to fully understand the unique nuances at each of the signalized locations for the City – this includes understanding the traffic control needs, traffic flow, locations of field elements (i.e., pull boxes, service points, etc.) and general locale background information.

Subcontractor Work

BEAR intends to self-perform all the work associated with this contract. From traffic control, concrete work, fiber optic / low-voltage communication, directional boring, and potholing to crane work, BEAR has the necessary licenses, personnel, equipment, and resources to self-perform all aspects of the maintenance and construction work.

Response Times

At Bear, we recognize the critical importance of timely response in traffic signal and streetlight maintenance services. We understand that even the slightest disruption to signal functionality can have significant ramifications, leading to traffic congestion, safety hazards, and economic impacts. To achieve this, we have deployed the following approach in the greater Tri Valley area:

Recruit and Retain Top Talent in the Local Area

Bear currently employs 24 electricians who live within a (1) one-hour response to the City of Dublin.

Local Warehouse Space

Bear currently operates local warehouse space in Martinez and Fremont along with our larger regional warehouse in San Jose. We can provide resources to the City of Dublin from the north or south given different circumstances such as time of day, traffic, and urgency of request. Additionally, operating three (3) major warehouses in the state of California (at our main regional centers – San Jose, Sacramento, and Anaheim) also affords Bear the ability to stock most parts and equipment that will be needed in any aspect of the City of Dublin's program. We are also able to leverage tremendous buying power from the scale of purchasing we conduct annually across our three (3) warehouses.

Fleet Management

We stock our service trucks as mobile warehouses to improve efficiency and response time. It is standard practice in our business for each of our hydraulic bucket trucks to be always equipped with ample stock of equipment to respond and resolve most common emergency response items within the defined contractual response time and within one mobilization. Additionally, our electricians are assigned equipment to take home, allowing for direct dispatch of after-hours calls and eliminating unnecessary trips to one of our warehouse locations.

Capabilities excceding basic maintenance services

Bear's in-house service offerings provides a breadth and depth of knowledge, experience, and capabilities that exceeds basic maintenance services. As such Bear can deliver and respond to any on-demand support services the City may need throughout this project. Bear intends to self-perform all work mentioned here:

Low Voltage Communications Infrastructure

The future of traffic and port facility operations will always require faster and more reliable communication. To this end, we have expanded our low voltage capabilities.

Our low voltage division allows us to complete both small and large-scope projects in-house, without the need for subcontractors.

This division consists of fiber optic, sound and communication technicians, while also including CCT and CCNA network technicians. This empowers BEAR to quicky respond to time-sensitive issues, control our own schedule, meet project deadlines, and reduce cost to our clients.

ITS, Connected Vehicles, Smart Cities

We understand that as the IOT, vehicle connectivity, and vision zero initiatives grow, so does the desire for private companies to connect to pre-existing agency-owned infrastructure.

Extraordinary Work – Ad-Hoc Electrical Work

Not all projects fit into the typical process of design-bid-build. Some require outside-the-box thinking to tackle complex scopes on a limited budget and schedule.

With our key management team consisting of an in-house traffic engineer, industry veterans, and a proven leader in the transportation maintenance sector, we have the capability to leverage resources statewide to help our clients accomplish unique and complex projects on-time and on-budget.

Underground Service Alert (USA) / DigAlert

Our fully trained and experienced technicians provide a complete turnkey USA / DigAlert program. Work scope includes filtering all inbound tickets, coordinating with the requestees, and performing field-mark-outs.

Construction & Underground

As we grew our core business of traffic signal and streetlight maintenance and response, a need for ad-hoc electrical construction services continually arose.

To meet this need, we created a construction division in 2015. Since then, we have grown this division to annual revenue of $50M.

From foundation replacements, loop installation, to complex electrical modifications, we provide in-house turnkey construction services that support our maintenance division, respond quickly to our clients' issues and reduce their costs.

General Agency Support

The electrical maintenance industry can be a complex niche market within the broader electrical industry. With our foundation in the electrical maintenance industry and our extension of City staff spirit, we share our knowledge and the lessons we've learned through experience.

We provide training seminars, workshops and even participate in agency employee hiring process, to help drive a higher industry standard.

6. PROPOSED BUDGET

Project Budget

We understand the importance of delivering services not only on time but also on budget. We aim to work collaboratively with the City to use the funds available most efficiently. Given the nature of maintenance and response-type work, it is impossible to accurately predict all incurred costs (or forecast City-initiated task orders) since much work is dispatched due to vehicular accidents, weather damage, other unpredictable circumstances, or City-directives. This is why managing this type of project budget effectively is contingent on two (2) key project approach components: 1 . An Effective Communication Plan and 2. Timely Accounting Reports.

Communication & Reporting Plan

A communication and reporting plan ensures that all pertinent information is distributed to all project stakeholders. This allows us all to operate with the same set of facts to work collaboratively with the City to make decisions, manage budgets, and respond to requests. Our intention is to work collaboratively with the City to draft an effective communication plan. Below is a conceptual communication and reporting plan that we feel fits the needs of the City of Dublin:

- ***Audience and Responsibilities***

Our standard practice is conducting a project kick-off meeting after the contract is awarded. At this meeting, we can identify all key project stakeholders from the City. This enables Bear and the City to operate with the same facts. While we empower our project manager to manage communication with the City, we understand it is sometimes best to get information straight from the source in the field. We empower all employees to communicate and build relationships with our clients. Along with this, we also leverage technology to ensure we have clarity and alignment among all stakeholders.

- ***Communication Channels and Reporting Content***

Our goal is not to force clients to communicate with us in one specific way but to provide multiple means of communication to allow the City to share with us in a manner that works best for them. Through our review of the RFQ and our experience working with the City, we understand the City intends to leverage the use of their own work order management system while contractor invoicing and reporting is to be done through our own systems. In a spirit of collaboration, we can offer the expertise of our in-house Salesforce Solutions Architect to explore the possibility of creating an API integration between our systems. This joint effort will ensure a seamless transparency and enhance the efficiency of our operations. With these key points in mind, we are proposing the following reporting schedule:

Communication and Reporting Plan		
Type	***Responsibility***	***Description***
Automatic Email Alerts	Bear Salesforce CRM (to be provided at no additional cost)	Upon commencement of work, automatic email alerts are configured so stakeholders can be notified of work as its completed
Emergency Work requiring immediate attention	Bear Technician/Project Manager	For issues concerning public safety, we empower our technicians to communicate directly with our clients to resolve issues as quickly as possible. A brief follow-up with written communication on the subject matter will be communicated via email by the project manager
Weekly Account Update	Bear Project Manager	At the end of each week, the assigned project manager provides an update via email on completed work this week, proposed schedule for the following week, and status on all open work with action items for both Bear and the City
Monthly Maintenance Meetings	Bear Project Manager	Meet in person or virtually once per month with all project stakeholders to discuss status of project
Monthly Accounting Reports	Bear Accounting Department	Our accounting department sends monthly invoicing summarizing all work performed during the previous month with costs broken down per work order. Along with this report, our accounting department also captures year-to-date expenditures and available contract balances. This allows both the City and Bear to manage the rate of expenditures and make educated decisions on how to best use available funding.

- ***Communication Feedback***

One of the core values we built our business on is the notion of continuous improvement. This can only happen with open and honest feedback. We encourage all stakeholders to provide feedback and suggest any improvements or changes meet the needs of the City.

Summary

By maintaining a strong communication and reporting plan and working collaboratively with our customers, we have established a track record of successfully helping our customers keep within their budget. Moreover, the longer we work with our agency customer, not only do we understand the respective City's maintenance history and trends, but we are also able assist the agency by providing confidence with our data and knowledge for establishing future budgets.

The proposed rate schedule is submitted in the Appendix of this response.

City's Standard Contracting Agreement

Bear has reviewed the sample "Contractor Services Agreement Between The City of Dublin and the Contractor" and take no exceptions. We can meet and comply with the City's terms, conditions, and insurance requirements as is.

Addendum 1 - Acknowledgement

Bear has reviewed Addendum 1 and has incorporated it into our RFQ response.

APPENDIX

Cost Proposal:

SCHEDULE A			
LABOR SCHEDULE			
#	Description	Hourly Rate	
		Straight Time	Overtime
1	Operations Superintendent Reviews and Approves all work; provides input to Engineer	$ 155.00	$ 220.00
2	Engineering Technician Acts as technical liaison; assists Engineer with operation of equipment	$ 145.00	$ 210.00
3	Lead Man Guides and assists field technicians and signalmen	$ 155.00	$ 220.00
4	Traffic Signal Technician – Field Troubleshoots, maintains, repairs field equipment, and programming controller with signal timing plan.	$ 145.00	$ 210.00
5	Traffic Signal Technician – Lab Troubleshoots, maintains, repairs equipment in lab, and programming controller with signal timing plan.	$ 145.00	$ 210.00
6	Traffic Signal Person Under direction of lead man, assists field	$ 145.00	$ 210.00
7	Traffic Signal Person – Apprentice In-training; assists traffic signalman	$ 135.00	$ 200.00
8	Traffic Signal Laborer Assists signalman in field	$ 95.00	$ 125.00

SCHEDULE B			
EQUIPMENT SCHEDULE			
#	Description	Cost per Response Call/Per Hour	
1	Personnel Vehicle	(Per Response)	$ 50.00
2	Pickup Truck	(Per Response)	$ 50.00
3	Service Truck	(Per Response)	$ 50.00
4	Boom Truck	(Per Hour)	$ 65.00
5	Paint Rig Truck	(Per Response)	$ 100.00
6	Bucket Truck (Hydraulic, Man-Lift)	(Per Hour)	$ 40.00
7	Air Compressor	(Per Response)	$ 100.00
8	Water Truck	(Per Response)	$ 100.00
9	Concrete Saw	(Per Response)	$ 100.00

SCHEDULE C			
EQUIPMENT TESTING SCHEDULE			
#	Description	Unit	Cost
1	New Controller Cabinet (TS – 2 Type 1 "P")	Each	$ 1,200.00
2	New Signal Controller	Each	$ 350.00

MODIFIED SCHEDULE D			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	1 to 4 Type E Loop	Each	$ 750.00
2	5 to 8 Type E Loop	Each	$ 650.00

Cost Proposal:

3	1 to 4 (Type D) inductive loops with Type E Loops	Each	$ 750.00
4	5 to 8 (Type D) inductive loops with Type E Loops	Each	$ 650.00
5	Furnish and install Audible PPB (Polara) *Polara 2 Wire iNS25ANo-GPPB. Include furnish and installation of CCU.*	Each	$ 4,370.00
6	Furnish and replace Audible PPB (Polara). *Polara 2 wire iNS25AN-G PPB*	Each	$ 800.00
7	Furnish and install ADA compliant PPB post (no foundation replacement)	Each	$ 640.00
8	Furnish and install ADA compliant PPB post (with foundation replacement)	Each	$ 2,000.00
9	Furnish and install *Caltrans Type 15 pole with new 8-ft luminaire mast arm* (no foundation replacement)	Each	$ 4,720.00
10	Furnish and install *Caltrans Type 15 pole with new 8-ft luminaire mast arm* (with foundation replacement)	Each	$ 10,250.00
11	Furnish and install 12-ft Decorative pedestrian light pole(no foundation replacement) - *Philips LUMEC pole:SM6N-18.5-IP-PW-BKTX-LMS46497K*	Each	$ 7,000.00
12	Furnish and install 12-ft Decorative pedestrian light pole(with foundation replacement) - *Philips LUMEC pole:SM6N-18.5-IP-PW-BKTX-LMS46497K*	Each	$ 13,945.00
13	*Deleted*	Each	$ -
14	*Deleted*	Each	$ -
15	*Caltrans Standard* Type 1-A – 10' (no foundation replacement)	Each	$ 2,840.00
16	*Caltrans Standard* Type 1-A - 10' (with foundation replacement)	Each	$ 6,800.00
17	*Caltrans Standard* Type 1-B – 10' (no foundation replacement)	Each	$ 2,150.00
18	*Caltrans Standar*d Type 1-B - 10' (with foundation replacement)	Each	$ 5,900.00
19	*Caltrans Standard* Type 1-D – 10' (no foundation replacement)	Each	$ 2,800.00
20	*Caltrans Standard* Type 1-D -10' (with foundation replacement)	Each	$ 7,000.00
21	Furnish and Install Type 18-4-100 with foundation with *30' mast arm*	Each	$ 29,800.00
22	Furnish and Install Type 19-4-100 with foundation with *30' mast arm*	Each	$ 34,900.00
23	Furnish and Install Type 17-3-100 with foundation with *30' mast arm*	Each	$ 50,500.00
24	Install City-furnished Video Detection Camera (new) along with cable run	Per Camera	$ 1,500.00
25	Replace existing camera with city-furnished Video Detection Camera	Per Camera	$ 1,500.00
26	Install *Caltrans Standard* Type 15 pole with new 8'luminaire mast arm with LED light and install foundation, *Luminaire: Leotek Green Cobra Streetlights include photocell, GCJ1-30J-MV-30K2R-GY-035-PCR7-CR-WL-RWG*	Each	$ 9,500.00
27	Install Type 15 pole with new 8'luminaire mast arm with LED light *Luminaire: Leotek Green Cobra Streetlights include photocell, GCJ1-30J-MV-30K2R-GY-035-PCR7-CR-WL-RWG*	Each	$ 3,500.00
28	Remove existing type 15 Pole	Each	$ 1,500.00
29	Pull box # 3.5, *install in sidewalk area, include sidewalk restoration cost.*	Each	$ 540.00
30	Pull box # 5 *install in sidewalk area, include sidewalk restoration cost.*	Each	$ 560.00
31	Pull box # 6 *install in sidewalk area, include sidewalk restoration cost.*	Each	$ 625.00
32	Pull box #6E *install in sidewalk area, include sidewalk restoration cost.*	Each	$ 690.00
33	Pull box #N 48 *install in sidewalk area, include sidewalk restoration cost.*	Each	$ 1,450.00
34	Pull box lid for # 3.5, *concrete lid only allowed.*	Each	$ 190.00
35	Pull box lid for #5, *concrete lid only allowed.*	Each	$ 230.00
36	Pull box lid for #6 *concrete lid only allowed.*	Each	$ 270.00
37	Pull box lid #6E *concrete lid only allowed.*	Each	$ 270.00
38	Pull box lid #N 48 *concrete lid only allowed.*	Each	$ 645.00
39	12" LED signal (Green – Ball)	Each	$ 140.00
40	12" LED signal (Yellow – Ball)	Each	$ 140.00
***MODIFIED* SCHEDULE D (continued)**			

Cost Proposal:

SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)				
#	Description	Unit	Cost	
41	12" LED signal (Red – Ball)	Each	$ 140.00	
42	12" LED signal (Green – Arrow)	Each	$ 140.00	
43	12" LED signal (Yellow – Arrow)	Each	$ 140.00	
44	12" LED signal (Red – Arrow)	Each	$ 140.00	
45	Install LED countdown pedestrian signal	Each	$ 250.00	
46	Type "C" pedestrian signal housing	Each	$ 315.00	
47	12" full circle visor	Each	$ 65.00	
48	3 section 12" back plate (Louvered)	Each	$ 175.00	
49	3 section signal head complete assembly installation, *Complete assembly includes signal head, framework, LED modules, backplate and visor*	Each*	$ 1,250.00	*Priced with TV-1T Framework
50	4 section signal head complete assembly installation	Each*	$ 1,465.00	*Priced with TV-1T Framework
51	5 section signal head complete assembly installation	Each*	$ 1,680.00	*Priced with TV-1T Framework
52	Sidewalk Replacement (5' X 5' X 4')	Per Flag	$ 2,560.00	
53	Furnish and Install GPSbased Optical Detector on mast arm, *Includes cable installation*	Each	$ 1,280.00	
54	Furnish and Install GPS based Discriminator Card – 2 Channel,*Opticom 762 Phase selector*	Each	$ 4,280.00	
55	Furnish and Install CCTV/PTZ camera system with switch, CODEC, and cabling *AXIS P5655-E PTZ Network Camera*	Each	$ 4,450.00	
56	Furnish and Install LED illuminated street name sign (6 feet) *Temple Edge-Lit LED RAZOR SNS, or approved equal. Do not include conductor and cable installation.*	Each	$ 4,050.00	
57	Furnish and Install LED illuminated street name sign (8 feet) *Temple Edge-Lit LED RAZOR SNS, or approved equal. Do not include conductor and cable installation.*	Each	$ 4,300.00	
58	Locate and mark existing traffic signal loop	Per Loop	$ 275.00	
59	Trench and install 3" conduit with 12 SM Fiber Optics line *to replace an existing damaged conduit. Include traffic control, potholing, and restoration*	LF	$ 130.00	
60	Trench and install 3" conduit with 140 SM Fiber Optics line *to replace an existing damaged conduit. Include traffic control, potholing, and restoration*	LF	$ 140.00	
61	Test the fiber optic line, end to end, both direction (OTDR)	LS	$ 550.00	
62	Trouble shoot fiber optics break	Hour	$ 185.00	

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	Description	Unit	Cost
1	1 to 4 (6'x6') inductive loops (Type A or D)	Each	$ 1,400.00

Cost Proposal:

2	1 to 4 Type E Loop	Each	$ 1,400.00
3	5 to 8 Type E Loop	Each	$ 1,300.00
4	5 to 8 (6'x6') inductive loops (Type A or D)	Each	$ 1,200.00
5	9 or more (6'x6') inductive loops (Type A or D)	Each	$ 1,300.00
6	PPB post (no foundation replacement)	Each	$ 975.00
7	PPB post (with foundation replacement)	Each	$ 1,500.00
8	Type 1-A – 10' (no foundation replacement)	Each	$ 4,260.00
9	Type 1-A – 10' (with foundation replacement)	Each	$ 8,750.00
10	Type 1-B – 10' (no foundation replacement)	Each	$ 3,225.00
11	Type 1-B – 10' (with foundation replacement)	Each	$ 8,450.00
12	Type 1-D – 10' (no foundation replacement)	Each	$ 4,200.00
13	Type 1-D – 10' (with foundation replacement)	Each	$ 8,750.00
14	Pull box # 3.5	Each	$ 180.00
15	Pull box # 5	Each	$ 200.00
16	Pull box # 6	Each	$ 230.00
SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	**Description**	**Unit**	**Cost**
17	Pull box lid for # 3.5	Each	$ 180.00
18	Pull box lid for # 5	Each	$ 200.00
19	Pull box lid for # 6	Each	$ 230.00
20	12" LED signal (Green – Ball)	Each**	$ 560.00
21	12" LED signal (Yellow – Ball)	Each**	$ 560.00
22	12" LED signal (Red – Ball)	Each**	$ 560.00
23	12" LED signal (Green – Arrow)	Each**	$ 560.00
24	12" LED signal (Yellow – Arrow)	Each**	$ 560.00
25	12" LED signal (Red – Arrow)	Each**	$ 560.00
26	8" LED signal (Green – Ball)	Each**	$ 555.00
27	8" LED signal (Yellow – Ball)	Each**	$ 555.00
28	8" LED signal (Red – Ball)	Each**	$ 555.00
29	8" LED signal (Green – Arrow)	Each**	$ 555.00
30	8" LED signal (Yellow – Arrow)	Each**	$ 555.00
31	8" LED signal (Red – Arrow)	Each**	$ 560.00
32	LED pedestrian signal	Each**	$ 645.00
33	LED countdown pedestrian signal	Each**	$ 670.00
34	Audible signal	Each**	$ 745.00
35	Type "C" pedestrian signal housing	Each**	$ 560.00
36	12" full circle visor	Each**	$ 535.00
37	8" full circle visor	Each**	$ 560.00
38	3 section 8" back plate (Louvered)	Each**	$ 585.00
39	3 section 12" back plate (Louvered)	Each**	$ 585.00
40	3 section signal head complete assembly installation	Each**	$ 1,295.00
41	4 section signal head complete assembly installation	Each**	$ 1,935.00
42	5 section signal head complete assembly installation	Each**	$ 2,575.00
43	Remove and secure a knockdown streetlight	Each**	$ 780.00

**price for single installation; additional units installed during same trip can be billed on a time and material basis.

SCHEDULE F			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	**Description**	**Unit**	**Cost**
RIGID PVC CONDUIT (SCHEDULE 40)			
1	Trench 1.5" conduit	LF	$ 35.00

Cost Proposal:

2	Trench 2.0” conduit	LF	$ 36.00
3	Trench 2.5” conduit	LF	$ 37.00
4	Trench 3” conduit	LF	$ 38.00
5	Bore 1.5” conduit	LF	$ 130.00
6	Bore 2.0” conduit	LF	$ 130.00
7	Bore 2.5” conduit	LF	$ 130.00
8	Bore 3” conduit	LF	$ 130.00
RIGID PVC CONDUIT (SCHEDULE 80)			
1	Trench 1.5” conduit	LF	$ 40.00
2	Trench 2.0” conduit	LF	$ 41.00
3	Trench 2.5” conduit	LF	$ 42.00
4	Trench 3” conduit	LF	$ 43.00
5	Bore 1.5” conduit	LF	$ 130.00
6	Bore 2.0” conduit	LF	$ 130.00
7	Bore 2.5” conduit	LF	$ 130.00
8	Bore 3” conduit	LF	$ 130.00
SCHEDULE G			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	**Description**	**Unit**	**Cost**
RIGID STEEL CONDUIT			
1	Trench 1.5” conduit	LF	$ 50.00
2	Trench 2.0” conduit	LF	$ 51.00
3	Trench 2.5” conduit	LF	$ 52.00
4	Trench 3” conduit	LF	$ 53.00
5	Bore 1.5” conduit	LF	$ 140.00
6	Bore 2.0” conduit	LF	$ 140.00
7	Bore 2.5” conduit	LF	$ 140.00
8	Bore 3” conduit	LF	$ 140.00

SCHEDULE H			
REPLACE/INSTALL SCHEDULE (MATERIALS WILL BE SUPPLIED BY THE CITY WHERE SPECIFIED)			
#	**Description**	**Unit**	**Cost**
1	City furnished Battery Backup system in an existing “P” cabinet	Each	$ 2,960.00
2	City furnished Battery Backup system in a stand-alone cabinet	Each	$ 2,960.00
3	City furnished Battery Backup system and foundation	Each	$ 5,920.00
4	City furnished LED signal (vehicle indication only)	Each	$ 185.00
5	City furnished LED signal (Pedestrian indication only)	Each	$ 185.00
6	Installation of Timing Plan in controller	Each	$ 370.00
7	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on existing foundation	Each	$ 2,960.00
8	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on new foundation. Furnish and install new foundation	Each	$ 5,920.00
9	City furnished Pedestrian signal housing replacement (Type C)	Each	$ 370.00
10	Attach City furnished solar-powered radar sign to existing pole	Each	$ 1,480.00
11	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in sidewalk	Each	$ 6,450.00
12	Install City furnished radar feedback sign or flashing beacon – Furnish and install	Each	$ 5,920.00

Cost Proposal:

13	Install City furnished RRFB. Furnish and install foundation with pole in dirt (complete system may be 2 or 3 RRFB)	LS	$ 5,920.00
14	Install City furnished RRFB. Furnish and install foundation with pole in	LS	$ 5,920.00
15	Install City furnished GPS Opticom with receiver	Each	$ 740.00

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	Turned signal head	Each	$ 277.50
2	Turned pedestrian signal head	Each	$ 277.50
3	Loose back plate	Each	$ 277.50
4	Loose or missing visor	Each	$ 185.00
5	Re-splice loop	Each	$ 370.00
6	Reseal Loop	Each	$ 740.00
7	Loose IISNS	Each	$ 277.50
SCHEDULE I (Continued)			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
8	Installation of traffic sign on mast arm	Each	$ 277.50
9	Signal on Flash and Reset the MMU	Each	$ 370.00
10	Clean PTZ and Video detection lens	Each	$ 277.50

SCHEDULE J			
MINOR REPAIR SCHEDULE (OVERTIME)			
#	Description	Unit	Cost
1	Turned signal head	Each	$277.50
2	Turned pedestrian signal head	Each	$277.50
3	Loose back plate	Each	$277.50
4	Signal on Flash and Reset the MMU	Each	$370.00
5	Loose visor	Each	$185.00
6	Re-splice loop	Each	$370.00
7	Signal on Flash and Reset the MMU	Each	$370.00
8	Reseal Loop	Each	$740.00
9	Loose IISNS	Each	$277.50

Exceeding Industry Expectations

City of Dublin

RFQ

On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services

Due Date: 8/9/24 by 4:00 PM

Exceeding Industry Expectations

August 9, 2024

Sai Midididdi, T.E.
Associate Civil Engineer (Traffic)
City of Dublin
100 Civic Plaza, Dublin, CA 94568

RE: On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services

We are pleased to provide this Statement of Qualifications for **On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services** to the City of Dublin. DC Electric Group has been a long-standing partner in supporting the City's traffic signal operations and is ideally qualified to continue that support and expand upon the services already offered through similar on-call contracts with the City of Dublin.

DC Electric Group, Inc. ("DC Electric") is a Bay Area-based California corporation specializing in municipal electrical and lighting contracting with a core focus on traffic signal and streetlight maintenance and related services. We are licensed and bonded in the State of California (DIR# 1000003395 & CA License #949934), and hold ***Class A (General Engineering), Class B (General Building), C-10 (Electrical), C-31 (Traffic Control), C-61/D-31 (Pole Installation & Maintenance) contractor's licenses.*** Our highly experienced office and field staff are locally recognized as experts in the traffic signal and streetlighting industry. ***Our Pacheco office, approximately 20 miles away from the City of Dublin, is ideally located to provide the City with ongoing installation and repair services as well as rapid response times in the event of an emergency.*** With our many years of local municipal experience, our dedication to customer satisfaction, and our firsthand knowledge of the construction, installation and operation of the City's traffic signal and streetlighting systems we are confident we can provide exemplary service and quality craftsmanship to the City.

Please contact John Abraham with questions:

Contact:	John Abraham, Regional Manager
Physical Address:	40 Berry Dr, Pacheco, CA 94553
Mailing Address:	P.O. Box 7525, Cotati, CA 94931
Office Phone:	(925) 293-9455
Office Fax:	(925) 293-9454
Email Address:	jabraham@dcelectricgroup.com

DC Electric has reviewed the RFQ documents including addendum #1, the requested scope of services, insurance requirements, prevailing wage requirements and City standard contracting agreement and affirms our ability to meet these requirements without exception. Thank you for considering DC Electric as the best partner for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services

Respectfully,

John Abraham - Regional Manager

Table of Contents

A. Mission Statement
B. Qualifications & Experience
C. Client References
D. Key Personnel
E. Approach
F. Price Proposal Form
G. Attachments
    1. Resumes
    2. Conflict of Interest Statement
    3. Public Contract Code Statement

B. QUALIFICATIONS & EXPERIENCE

DC Electric's core business is Traffic Signal and Streetlight maintenance services including the electrical infrastructure, backup power and networking equipment that supports these systems. DC Electric has been in operation for over 12 years and currently performs Traffic Signal and/or Streetlight maintenance and on-call services similar to those being requested for over 30 agencies throughout the Bay Area, with responsibility for the ongoing maintenance of approximately **five hundred fifty (550) signalized intersections.** In addition, DC Electric is responsible for maintaining over **twenty-two thousand (22,000) streetlights**. The most important criteria that sets DC Electric apart is our primary focus on maintenance and operations. Our traffic signal and streetlight maintenance services are not simply a division of a larger construction or manufacturing operation, they are our primary focus.

Overall Capabilities:

DC Electric has experience providing a wide variety of traffic signal, streetlight, and related electrical installation, maintenance, operation and repair services to municipal agencies in the following areas in addition to the services specifically requested in this RFQ:

Transportation

- Traffic signal cabinets, poles, signal heads and related infrastructure
- Fiberoptic cabling, splicing, testing
- Network switch, router and radio configuration and troubleshooting
- ATMS and SPM systems operation
- Hydrogen Fuel Cells
- Battery Back-up Systems (BBS)
- CCTV & Video Detection
- Emergency Vehicle Pre-emption
- Radar Speed Feedback Signs
- APS (Audible Pedestrian Signals)
- Microwave Vehicle Detection Station
- ADA pedestrian upgrades
- Underground utility installation & repair
- Lighted x-walk installation and repair

Street Lighting Services

- Street lighting poles, fixtures, wiring and related infrastructure
- Parks lighting and ball field lighting
- Parking lot lighting
- Holiday and decorative lighting & banner installations

Other Services

- EV Chargers (Electric vehicle charging stations)
- ALPR (Automated License Plate Readers)
- USA Locating and Marking (811 Underground Service Alerts)
- GIS surveys
- Building electrical – interior and exterior
- Fountain, pool & spa electrical
- Inspections
- Smart parking meters

Licenses:

DC Electric holds the A-General Engineering and C-10 Electrical contractor's licenses required by the City to provide the requested maintenance services. In addition to these licenses, DC Electric holds B-General Building, C31-Construction Zone Traffic Control, and C61/D31-Pole Installation and Maintenance specialty contractor's licenses. Although these are not required to perform the scope of work, they are evidence of DC Electric's focus and expertise in traffic signal and streetlight maintenance.

Experience of Field Staff

A successful traffic signal and streetlight on-call contract is dependent on the quality of the technical staff in the field. In addition to the key management team members, DC Electric has highly skilled field technicians. DC Electric is an IBEW signatory Union contractor. All of our field technicians have received extensive general electrical training, as well as years of on-the-job training in traffic signal and streetlight maintenance and operations. Our field technicians have International Municipal Signal Association (IMSA) Certifications in Work Zone Safety, Traffic Signal Level I, Traffic Signal Level II, and Traffic Signal Level III. It is this level of training and experience that enable DC Electric staff to quickly assess problems in the field, make necessary repairs with a minimum of time and cost, and make decisions independently in the field. Our technical staff know how to perform the work, can perform it safely, and understand their responsibility to public safety and to satisfying constituent and customer needs.

C. CLIENT REFERENCES

Customer Satisfaction & References:

In order to succeed as a traffic signal and streetlight maintenance company, not only do we have to be expert in these activities, we must also satisfy our customers. From our perspective, successfully completing large construction projects is easy relative to achieving total customer satisfaction year-after-year while performing thousands of routine maintenance and on-call tasks for dozens of agencies. It is our mission to provide exceptional service and 100% customer satisfaction. In the traffic signal and streetlight maintenance industry, there is no better way to judge the quality of a service provider than by asking their customers. For traffic signal maintenance, emergency response, and repairs where public safety is at issue and the reputation of a municipality is at stake, it is absolutely critical that the City be 100% satisfied with the quality, timeliness, expertise, and level of service provided by your traffic signal maintenance contractor.

DC Electric feels so strongly about customer satisfaction that we have provided reference information below for ***every*** agency we perform services for. It is easy for a contractor to hand pick 3 positive references. It is much more difficult to have the confidence that every agency we support can act as a positive reference. We encourage you to contact any of them for information about our technical expertise, customer service, and company qualifications.

The three references listed below represent agencies that are similar in scope to the services requested by the City of Dublin followed by a complete listing of all our customers.

Reference Contact	**Current Services Provided**
Billilee Saengchalern, P.E., T.E. City of Oakley Principal Engineer 925-625-7154 3231 Main Street Oakley, CA 94561	* Monthly Traffic Signal Maintenance for 46 intersections * Quarterly Battery Backup Inspections and Maintenance * Network Design, Installation and Troubleshooting * Fiberoptic Installation, Testing and Repair * ATMS System Remote Operation and Monitoring * 24/7 On-Call Response for Traffic Signals and Streetlights
Ryan O'Connell, P.E. City of Emeryville Senior Civil Engineer 510 596 4346 1333 Park Ave Emeryville, CA 94608	* Bi-Monthly Traffic Signal Maintenance for 35 intersections * Bi-Monthly Battery Backup Inspection and Maintenance * Network Design, Installation and Troubleshooting * Fiberoptic Installation, Testing and Repair * ATMS System Remote Operation and Monitoring * 24/7 On-Call Response for Traffic Signals and Streetlights
Virendra Patel City of Concord Transportation Program Manager II 925-671-3129 1950 Parkside Drive, 1B Concord, CA 94519	* 24/7 On-Call Response for over 100 Traffic Signals and 8000 Streetlights * Installation of new Traffic Signal equipment including over 40 intersections of video detection installed in the past 2 years * Technical support and testing for traffic signal cabinets, controllers and networking equipment

We are currently contracted with the following Agencies for Traffic Signal and Streetlight Maintenance and/or 24-hour Emergency On-Call Repair Services:

Complete Customer Reference List

Agency	Contact	Contact #:	Email
City of Benicia	Ted Corder	707-580-5888	tcorder@ci.benicia.ca.us
City of Berkeley	Tom Salkowitz	510-517-3361	tsalkowitz@cityofberkeley.info
City of Cloverdale	Derrick Montanye	707-894-1728	DMontanye@ci.cloverdale.ca.us
City of Concord	Virenda Patel	925-671-3129	Virendra.Patel@cityofconcord.org
City of Cotati	Craig Scott	707-665-3620	cscott@cotaticity.org
City of Emeryville	Ryan O'Connell	510-596-4346	roconnell@emeryville.org
City of Healdsburg	Jarrod Dericco	707-799-2623	jderrico@ci.healdsburg.ca.us
City of Lafayette	Mike Moran	925-935-1238	mmoran@ci.lafayette.ca.ua
City of Larkspur	Bob Quinn	707-246-2152	rquinn@cityoflarkspur.org
City of Livermore	Jason Calkins	925-960-8042	jwcalkins@cityoflivermore.net
City of Mill Valley	Andrew Poster	415-384-4848	APoster@cityofmillvalley.org
City of Novato	Petr Skala	415-899-8237	PSkala@novato.org
City of Oakley	Billilee Saengchalern	925-625-7154	Saengchalern@ci.oakley.ca.us
City of Orinda	Kevin McCourt	925-253-4251	kmccourt@cityoforinda.org
City of Petaluma	Jeff Stutsman	707-776-3673	jstutsman@ci.petaluma.ca.us
City of Rohnert Park	Tom Kelley	707-304-2880	tkelley@rpcity.org
City of San Pablo	Daniel Gomez	510-215-3077	danielg@sanpabloca.gov
City of San Rafael	Willie Lagleva	415-485-3496	Willie.Lagleva@cityofsanrafael.org
City of San Ramon	Greg Bender	925-973-2694	gbender@sanramon.ca.gov
City of Sausalito	Kevin McGowan	415-289-4176	KMcGowan@sausalito.gov
City of Sebastopol	Dante Del Prete	707-823-5331	ddelprete@cityofsebastopol.org
City of Ukiah	Andrew Stricklin	707-463-6297	astricklin@cityofukiah.com
City of Walnut Creek	Karlan Larson	925-943-5899	klarson@walnut-creek.org
Contra Costa County	Dave Lavelle	925-383-8982	dave.lavelle@pw.cccounty.us
County of Marin	Dan Dawson	415-473-6287	ddawson@marincounty.org
County of Mendocino	Bill Wood	707-234-2823	woodw@mendocinocounty.org
County of Sonoma	Joe Pease	707-565-2231	Joe.Pease@sonoma-county.org
GGNRA	Nick Geitner	(415) 740-4090	john_geitner@nps.gov
The Presidio Trust	Petey (Vaega) Ulufatu	(415) 850-5657	VUlufatu@presidiotrust.gov
Town of Corte Madera	R.J. Suokko	415-927-5120	RSuokko@tcmmail.org
Town of Fairfax	Loren Umbertis	415-453-2370	LUmbertis@townoffairfax.org
Town of Ross	Richard Simonitch	415-453-1453	rsimonitch@townofross.org
Town of San Anselmo	Sean Condry	415-258-4676	scondry@townofsananselmo.org
Town of Windsor	Tod Ceruti	707-536-3489	tceruti@townofwindsor.com

D. KEY PERSONNEL

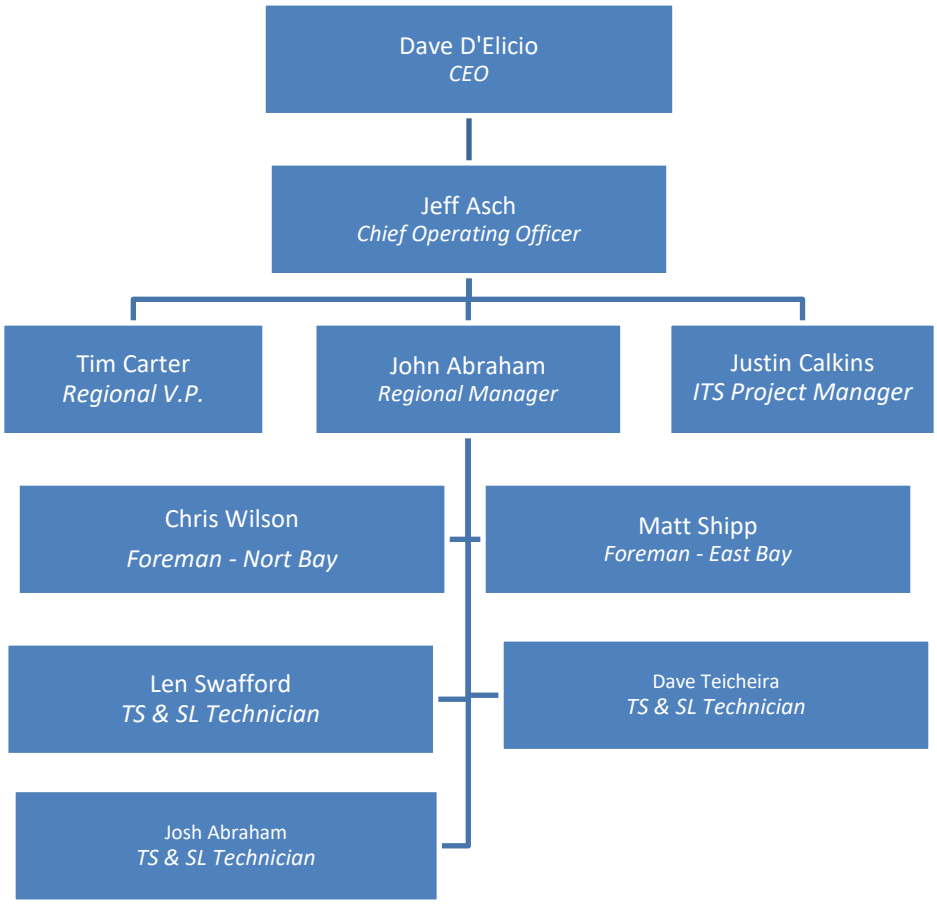
Since traffic signal, streetlight and electrical maintenance and repairs are a service, a key qualification when contracting for these services is the quality and experience of the assigned personnel. The employees at DC Electric have successfully maintained hundreds of signalized intersections, and have managed, designed, and/or constructed many tens of millions of dollars' worth of community-based traffic signal projects including the Hydrogen Fuel Cells currently installed in the City of Dublin. We have earned a strong reputation for consistent and creative problem solving through a solid technical base and exemplary work performance. We have demonstrated our capability in providing exceptional workmanship, flexibility in the field, and the ability to make decisions and act independently while providing field support services. We also focus on maintaining up to date training and knowledge of industry standards, specifications, applicable certifications and continued education in order to continue to serve our clients in the future. We are 100% customer focused and driven to provide the highest quality services to satisfy our customers' needs.

John Abraham, Regional Manager of our Pacheco office, supervised traffic signal and streetlight operations for the County of Contra Costa for over 20 years. John supervises a team of highly qualified field technicians who are available to provide services to the City. John also served as the project manager and field superintendent for the Traffic Signal Resiliency Project that originally installed the Hydrogen Fuel Cell and Battery Backup Systems for the City of Dublin. As such, John is intimately familiar with the infrastructure, wiring, hardware and software involved in the ongoing operation of the City's Backup Systems as well as the associated traffic signal systems. John's first-hand experience in the electrical trade combined with his years of service in the public sector allow him to provide support and deliver solutions that take into account the unique challenges, responsibilities and requirements faced by public agencies in serving their residents.

Justin Calkins has over 20 years of traffic signal and streetlight maintenance and operations experience in both the public and private sectors. His experience working in all facets of the traffic signal industry including as a technician, vendor, technical support specialist, distributor and contractor allow him to see the complete picture when it comes to designing, installing and maintaining systems that will create the most benefit with the least number of challenges for our public agency customers. Justin has worked directly with the City of Dublin on various projects including APS installations, traffic signal cabinet replacements, video detection troubleshooting and installation, and fiberoptic network testing and repair. Justin's first-hand experience working with the City's equipment and infrastructure will allow for a seamless and effective partnership supporting the growing needs of the City of Dublin. ***Justin will be the assigned project manager and the primary point of contact for the City of Dublin***.

All DC Electric field staff are IMSA certified traffic signal technicians with multiple years of experience in the traffic signal and streetlighting industry who take pride in providing professional services in a timely manner.

Please see the org chart for a list of key DC Electric personnel along with Section G. Attachments for detailed resumes.



E. APPROACH

Overview of Approach to Services

We approach all of our ongoing municipal contracts as ***partnerships*** between public and private industry working towards the same goal of ensuring the safe, effective and reliable operation of public infrastructure at a reasonable cost. We hope to continue building on an already established relationship of trust and cooperation between the City of Dublin and DC Electric by providing exceptional service in a fair and professional manner.

In addition to maintaining and repairing the City's existing infrastructure DC Electric is also excited to support the City's efforts to enhance and improve the various traffic signal, lighting, electrical and communication systems that make for a safe and vibrant community in the City of Dublin.

Requests for Non-Emergency On-Call Services

For typical non-emergency service requests DC Electric will work with City staff to determine an appropriate response time for issues that are not time-sensitive or safety related. Any authorized City staff member can contact DC Electric's dispatchers via phone or email during normal business hours to initiate a service call. Our dispatchers will obtain all of the necessary details, create a work ticket in our database and assign the ticket to appropriate field staff. Within the agreed upon time limit a technician will respond to the request and make any necessary repairs or otherwise perform the service requested.

For larger projects or pre-scheduled activities, at the City's request, DC Electric will provide a cost estimate for any on-call services needed, typically within 3-5 business days. These cost estimates may be either T&M estimates per the contract values or lump sum fixed price proposals depending on the needs of the City and the nature of the work requested. Once the work is approved by the City, DC Electric will procure any necessary materials and provide the City with a proposed schedule to perform the services.

For all services DC Electric staff will coordinate with the City's representative to ensure all necessary parties are notified of any upcoming work including public works and public safety departments. For any work involving the City's traffic signal systems, DC Electric will also coordinate with Alameda County signal maintenance staff to ensure they are aware of the work being performed and that our activities do not conflict with their maintenance responsibilities. Once our work is complete, we will notify appropriate City staff to ensure the work is inspected and if there are any inconsistencies they will be remedied to the City's satisfaction.

DC shall maintain readily available paper and electronic copies of all service logs specific to the infrastructure at each location. All installations and repairs shall be performed in accordance with applicable codes and standards including but not limited to MUTCD standards, Caltrans Standard Plans & Specifications including Maintenance Standards, the National Electric Code with California Amendments, and City Standards and Specifications (if applicable).

Emergency Response Services

As we realize that time is of the essence when issues of public safety arise, our emergency services are available 24 hours a day and 365 days a year. After a call is placed to our toll free, emergency dispatch line, a local DC Electric technician will be dispatched, arrive with the necessary inventory of required material, and investigate, diagnose, and repair malfunctions while onsite. When responding to an emergency, communication is critical. An open line of communication will be established between the responding technician and appropriate City/Emergency personnel. If repairs are unable to be made immediately, the area will be made safe and a follow up visit will be scheduled as soon as possible. If additional material, manpower and/or equipment are required to make final repairs, our technician will notify the emergency/safety personnel, Public Works Department, and internal project management team, and make accommodations for final repair.

DC Electric technicians strive to respond on-site to all requests for emergency services within (1) hour, but in no instance longer than (2) hours during normal business hours and (3) hours during after-hours from the time of notification by City/Emergency personnel. All after hours emergency response work has a 2 hour minimum charge, and "Overtime" hourly rates apply.

Other Services/Miscellaneous Improvements

Providing innovative solutions and approaches in support of the City's vision, budget, and schedule is an integral part of DC Electric's partnerships with public agencies throughout the Bay Area. In addition to the physical installation and repair of these various systems, we are available to assist with infrastructure design, construction plan review, specification writing, long term budget planning or any other consultation services that may help the City maximize the effectiveness and minimize the cost of proposed projects or ongoing operations. DC Electric also has well established relationships with many of the major equipment vendors, engineering firms and other public agencies in the area to draw on a wide breadth of knowledge and experience in support of decision making and execution of the City's goals.

Facilities & Inventory

Our East Bay Area Operations are conveniently located in Pacheco, California approximately 20 miles from the City of Dublin allowing for quick response to any emergency service requests. Our facilities house the parts, wiring, pull-boxes, and other necessary materials to perform temporary and/or permanent repairs of the City's traffic signals, streetlights and related infrastructure. This facility is also equipped to perform bench testing of traffic signal cabinets and related hardware in accordance with Caltrans and City specifications.

Equipment

DC Electric has access to all of the necessary equipment to properly maintain the traffic signal, streetlight, electrical and communications infrastructure for the City. In addition to the standard bucket trucks, DC Electric has all material handling, aerial crane, service body, and traffic control equipment at our disposal for any need that should arise. We also contract for 24/7/365 emergency crane services allowing us operational flexibility and access to a wide variety of crane assets at a moment's notice.

Safety

DC Electric places a great deal of emphasis on safety as part of our mission of having long-term successful relationships with our employees. We are proud that, to date, our company has ***never*** had a lost time work related injury or OSHA reportable accident. DC Electric has received an "A" safety rating from ISNetworld, the 3rd party safety management company used by both Pacific Gas & Electric and Southern California Edison. Our Workers Compensation Insurance experience modification rating is a very low (.75).
In addition to demonstrating our emphasis on safety, and the care we have for our employees, this outstanding safety record is evidence of the level of expertise our field staff has in performing their traffic signal maintenance duties.

Traffic Signal and Streetlight Database

The most basic function in providing on-call maintenance and repair services is responding to and tracking each service request. DC Electric's years of maintenance experience have proven that an online work order management system is critical to the success of a maintenance program. DC Electric has developed a custom designed Traffic Signal and Streetlight Maintenance Database. Our database is a live web-based inventory and work order management system which can be customized and made accessible to designated City staff if requested. Our database system capabilities include electronic portal for online service request reporting, contract management, infrastructure management, maintenance scheduling, service request initiation and tracking, material tracking, historical data collection, and up-to-date reporting for agency informational requirements and billing purposes. All information related to service requests will be entered into the system, including type of service, means of call origination, time/date stamp for call origination, field staff arrival time, reporting of site/safety conditions, irregularities, photos (if necessary), investigational information, diagnoses, means of service, tasks performed, material used or installed, work complete, and departure time.

Each of our field staff are required to carry an internet enabled device for dispatch and completion of service requests. Pertinent information collected in the database is available to the technician while in the field. Location maintenance history, repair history and infrastructure information are valuable tools which can assist with investigations and diagnosis of malfunctions. Field technician mobile access to our database also allows for real time logging of all intersection data and task closures.

Other data collected through the database can be custom formatted to meet the City's reporting needs and is accessible to City staff at its convenience. At the City's request, existing historical data can be merged into the system to provide for more detailed and comprehensive reporting. A total monthly activity report by location will be provided for the City's review in conjunction with the corresponding maintenance billing period. In addition, we will provide to the Public Works representative a detailed report of all pending or outstanding work. This report will be provided on a routine monthly basis or more regularly to meet your requirements and/or preferences.

Communication

Communication between the service provider and City staff is key to overall project success. DC Electric will establish communication protocols as part of our on-call services. These protocols will clearly identify what information needs to be communicated to which stake-holders and when. DC Electric will work with City staff to assemble the necessary contact information including project management staff, public works, police/sheriff, fire, dispatch, etc., as well as provide a complete set of contact information for DC Electric's team.

As part of the communications program between DC Electric and the City, DC Electric will be available to meet City staff monthly and as needed upon request to review all ongoing activities including status of open work orders, completed repairs, estimates and proposals for additional

work, and any quality control issues. DC Electric will also be available to provide technical advice and support to the City for any ongoing or upcoming plans or projects.

Reporting

DC Electric's Traffic Signal Database produces complete activity reports by location showing all activities including service tickets that remain "open." These reports can be customized as needed to meet any specific requirements. DC Electric's standard is to provide monthly activity reporting of all operations (routine and emergency response). Reporting is based on the calendar month and is accompanied by corresponding invoice(s) for all work performed during the reporting period. Additionally, our Database system automatically segregates all service tickets (and associated costs) using a unique incident number when a 3rd party has potential responsibility. This allows DC Electric to provide all of the necessary supporting information and documentation for a jurisdiction to hold a responsible 3rd party accountable for system damage, and maximize the City's ability for cost recovery. All reporting activities can be customized and segregated by location/type to meet the City's requirements.

Recycling and Hazardous Waste

DC Electric intends to segregate waste materials into recyclable materials such as paper packaging and metal and hazardous waste (lamps). DC Electric will ensure 100% recycling of disposed recyclable materials. DC Electric uses certified hazardous waste disposal companies to properly transport, dispose of, and document the disposal of all hazardous lamp material. DC Electric will recycle all materials, properly dispose of all hazardous waste and provide all required documentation to the City upon request.

Summary

As noted in the cover letter DC Electric Group, Inc has reviewed the RFQ documents including addendum #1, the requested scope of services, insurance requirements, prevailing wage requirements and City standard contracting agreement and affirms our ability to meet these requirements without exception.

After complete review of the information provided in this proposal, we hope that you consider DC Electric Group, Inc. the most experienced and qualified partner for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services.

F. PRICE PROPOSAL FORM

DC Electric understands the importance of providing services in line with the City's budgetary requirements and we have a strong history of completing projects on-time and on-budget. Due to the varied nature of field conditions, traffic control requirements, underground utility locations and constantly increasing material costs the items listed in Schedules D through I are assumed to be good faith estimates based on our typical costs but may vary per project.

SCHEDULE A			
LABOR SCHEDULE			
#	Description	Hourly Rate	
		Straight Time	Overtime
1	Operations Superintendent (Reviews and Approves all work; input to Engineer	$ 165.00	$ 250.00
2	Engineering Technician (Acts as technical liaison; assist Engineer with operation of equipment)	$ 165.00	$ 250.00
3	Lead Man (Guides and assist field technicians and signalmen)	$ 165.00	$ 250.00
4	Traffic Signal Technician - Field (Troubleshoots maintains repairs field equipmnet, and programming controller with signal timing plan	$ 149.00	$ 235.00
5	Traffic Signal Technician - Lab (Troubleshoots maintains repairs equipmnet in lab, and programming controller with signal timing plan	$ 149.00	$ 244.00
6	Traffic Signal Person (Under direction of Lead man, assist field)	$ 149.00	$ 244.00
7	Traffic Signal Person (Apprentice In-training : assist)	$ 98.00	$ 149.00
8	Traffic Signal Laborer (Assist signalman in field)	$ 98.00	$ 149.00
9			

SCHEDULE B			
EQUIPMENT SCHEDULE			
#	Description	Cost	
		Per Response	Per Hour
1	Personal Truck	$ 49.00	
2	Pickup Truck	$ 49.00	
3	Service Truck	$ 49.00	
4	Boom Truck		$ 144.00
5	Paint Rig Truck	$ 85.00	
6	Bucket Truck (Hydrolic, Man-Lift)		$ 69.00
7	Air Compressor	$ 481.00	
8	Water Truck	$ 125.00	
9	Concrete Saw	$ 125.00	

SCHEDULE C			
EQUIPMENT TESTING SCHEDULE			
#	Description	Unit	Cost
1	New Controller Cabinet (TS-2 Type 1 "P")	Each	$ 1,300.00
2	New Signal Controller	Each	$ 650.00

MODIFIED SCHEDULE D			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	1 to 4 (6'x6') Type E Loop	Each	$ 2,000.00
2	5 to 8 (6'X6') Type E Loop	Each	$ 1,200.00
3	1 to 4(modified round Type D loops) Type E loops with a circular shape	Each	$ 2,000.00
4	5 to 8 (modified round Type D loops) Type E loops with a circular shape	Each	$ 1,200.00
5	Furnish and install Audible PPB (Polara) *Polara 2 Wire iNS25AN0-G PPB. Include furnish and installation of CCU.*	Each	$ 5,000.00
6	Furnish and replace Audible PPB (Polara) *Polara 2 Wire iNS25AN0-G PPB*	Each	$ 750.00
7	Furnish and install ADA compliant PPB post (no foundation replacement)	Each	$ 950.00
8	Furnish and install ADA compliant PPB post (with foundation replacement)	Each	$ 2,300.00
9	Furnish and Install *Caltrans Standard Type 15 pole with new 8' luminaire mast arm* (no foundation replacement)	Each	$ 6,000.00
10	Furnish and Install *Caltrans Standard Type 15 pole with new 8' luminaire mast arm* (with foundation replacement)	Each	$ 11,000.00
11	Furnish and Install 12' Decorative pedestrian light pole (no foundation replacement) *– Philips LUMEC Pole: SM6N-18.5-IP-PW-BKTX-LMS46497K*	Each	$ 6,000.00
12	Furnish and Install 12' Decorative pedestrian light pole (with foundation replacement) *– Philips LUMEC Pole: SM6N-18.5-IP-PW-BKTX-LMS46497K*	Each	$ 10,200.00
13	*Deleted*		
14	*Deleted*		
15	*Caltrans Standard* Type 1-A – 10' (no foundation replacement)	Each	$ 2,700.00
16	*Caltrans Standard* Type 1-A - 10' (with foundation replacement)	Each	$ 7,700.00
17	*Caltrans Standard* Type 1-B – 10' (no foundation replacement)	Each	$ 2,200.00
18	*Caltrans Standard* Type 1-B - 10' (with foundation replacement)	Each	$ 7,000.00
19	*Caltrans Standard* Type 1-D – 10' (no foundation replacement)	Each	$ 2,700.00
20	*Caltrans Standard* Type 1-D -10' (with foundation replacement)	Each	$ 7,700.00
21	Furnish and Install Caltrans Standard Type 18-4-100 with foundation *with 30' mast arm*	Each	$ 32,000.00
22	Furnish and Install Caltrans Standard Type 19-4-100 with foundation *with 30' mast arm*	Each	$ 35,500.00
23	Furnish and Install Caltrans Standard Type 17-3-100 with foundation *with 30' mast arm*	Each	$ 35,000.00
24	Install City-furnished Video Detection Camera (new) along with cable run	Per Camera	$ 3,700.00
25	Replace existing camera with city-furnished Video Detection Camera	Per Camera	$ 1,300.00
26	Install *Caltrans Standard* Type 15 pole with new 8'luminaire mast arm with LED light and Install Foundation, *Luminaire: Leotek Green Cobra Streetlights, include photocell, GCJ1-30J-MV-30K-2R-GY-035-PCR7-CR-WL-RWG*	Each	$ 11,400.00
27	Install Caltrans Standard Type 15 pole with new 8'luminaire mast arm with LEDlight, *Luminaire: Leotek Green Cobra Streetlights, include photocell, GCJ1-30J-MV-30K-2R-GY-035-PCR7-CR-WL-RWG*	Each	$ 6,400.00

MODIFIED SCHEDULE D (continued)			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
28	Remove existing type 15 Pole	Each	$ 1,700.00
29	Pull box # 3.5 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 780.00
30	Pull box # 5 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 810.00
31	Pull box # 6 *install in sidewalk area, include sidewalk restoration cost*	Each	$ 840.00
32	Pull box #6E *install in sidewalk area, include sidewalk restoration cost*		$ 840.00
33	Pull box #N48 *install in sidewalk area, include sidewalk restoration cost*		$ 1,300.00
34	Pull box lid for # 3.5, *concrete lid only allowed*	Each	$ 150.00
35	Pull box lid for #5, *concrete lid only allowed*	Each	$ 190.00
36	Pull box lid for #6, *concrete lid only allowed*	Each	$ 220.00
37	Pull box lid for #6E, *concrete lid only allowed*		$ 220.00
38	Pull box lid for #N 48, *concrete lid only allowed*		$ 1,000.00
39	12" LED signal (Green – Ball)	Each	$ 165.00
40	12" LED signal (Yellow – Ball)	Each	$ 165.00
41	12" LED signal (Red – Ball)	Each	$ 165.00
42	12" LED signal (Green – Arrow)	Each	$ 165.00
43	12" LED signal (Yellow – Arrow)	Each	$ 165.00
44	12" LED signal (Red – Arrow)	Each	$ 165.00
45	Install LED countdown pedestrian signal	Each	$ 275.00
46	Type "C" pedestrian signal housing	Each	$ 420.00
47	12" full circle visor	Each	$ 150.00
48	3 section 12" back plate (Louvered)	Each	$ 350.00
49	3 section signal head complete assembly installation, *Complete assembly includes*	Each	$ 900.00
50	4 section signal head complete assembly installation	Each	$ 1,100.00
51	5 section signal head complete assembly installation	Each	$ 1,300.00
52	Sidewalk Replacement (5' X 5' X 4')	Per Flag	$ 2,900.00
53	Furnish and Install GPS based Optical Detector on mast arm, *Include cable installation*	Each	$ 2,500.00
54	Furnish and Install GPS based Discriminator Card – 2 Channel, *Opticom 762 PhaseSelector*	Each	$ 4,300.00
55	Furnish and Install CCTV/PTZ camera system with switch, CODEC, and cabling *AXIS P5655–E PTZ Network Camera*	Each	$ 9,400.00
56	Furnish and Install LED illuminated street name sign (6 feet) *Temple Edge-Lit LED RAZOR SNS or approved equal. Do not include conductor and cable installation .*	Each	$ 4,850.00
57	Furnish and Install LED illuminated street name sign (8 feet) *Temple Edge-Lit LED RAZOR SNS or approved equal. Do not include conductor and cable installation .*	Each	$ 5,100.00
58	Locate and mark existing traffic signal loop	Per Loop	$ 60.00
59	Bore and install 3" conduit with 12 SM Fiber Optics line *to replace an existing damaged conduit. Include traffic control, potholing and restoration*	LF	$ 315.00
60	Bore and install 3" conduit with 140 SM Fiber Optics line *to replace an existing damaged conduit. Include traffic control, potholing and restoration .*	LF	$ 320.00
61	Test the fiber optic line, end to end, both direction (OTDR)	LS	$ 1,350.00
62	Trouble shoot fiber optics break	Hour	$ 200.00

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVERTIME)			
#	Description	Unit	Cost
1	1 to 4 (6x6) inductive loops (Type A or D)	Each	$ 2,200.00
2	1 to 4 Type E Loops	Each	$ 2,200.00
3	5 to 8 Type E Loops	Each	$ 1,400.00
4	5 to 8 (6x6) inductive loops (Type A or D)	Each	$ 1,400.00
5	9 or more (6x6) inductive loops (Type A or D)	Each	$ 900.00
6	PPB Post (no foundation)	Each	$ 1,200.00
7	PPB Post (with foundation)	Each	$ 3,200.00
8	Type 1-A - 10' (no foundation replacement)	Each	$ 3,400.00
9	Type 1-A - 10' (with foundation replacement)	Each	$ 10,400.00
10	Type 1-B - 10' (no foundation replacement)	Each	$ 2,900.00
11	Type 1-B - 10' (with foundation replacement)	Each	$ 9,600.00
12	Type 1-D -10' (no foundation replacement)	Each	$ 3,400.00
13	Type 1-D -10' (with foundation replacement)	Each	$ 10,400.00
14	Pull box #3.5	Each	$ 1,140.00
15	Pull box #5	Each	$ 1,160.00
16	Pull box #6	Each	$ 1,525.00
17	Pull box #3.5 lid	Each	$ 210.00
18	Pull box #5 lid	Each	$ 250.00
19	Pull box #6 lid	Each	$ 280.00
20	12" LED signal (Green Ball)	Each	$ 220.00
21	12" LED signal (Yellow Ball)	Each	$ 220.00
22	12" LED signal (Red Ball)	Each	$ 220.00
23	12" LED signal (Green Arrow)	Each	$ 220.00
24	12" LED signal (Yellow Arrow)	Each	$ 220.00
25	12" LED signal (Red Arrow)	Each	$ 220.00
26	8" LED signal (Green Ball)	Each	$ 220.00
27	8" LED signal (Yellow Ball)	Each	$ 220.00
28	8" LED signal (Red Ball)	Each	$ 220.00
29	LED pedestrian signal	Each	$ 335.00
30	LED countdown pedestrian signal	Each	$ 335.00
31	Audible signal	Each	$ 615.00
32	Type "C" pedestrian signal housing	Each	$ 540.00
33	12" full circle visor	Each	$ 215.00
34	8" full circle visor	Each	$ 215.00
35	3 section 8" back plate (Lovered)	Each	$ 440.00
36	3 section 12" back plate (Lovered)	Each	$ 440.00
37	3 section 12" head complet assembly installation	Each	$ 1,000.00
38	4 section 12" head complet assembly installation	Each	$ 1,200.00
39	5section 12" head complet assembly installation	Each	$ 1,400.00
40	Remove and secure a knockdown streetlight	Each	$ 750.00

SCHEDULE F			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	Description	Unit	Cost
RIGID PVC CONDUIT (SCHEDULE 40)			
1	Trench 1.5" conduit	LF	$ 125.00
2	Trench 2" conduit	LF	$ 125.00
3	Trench 2.5" conduit	LF	$ 125.00
4	Trench 3" conduit	LF	$ 125.00
5	Bore 1.5" conduit	LF	$ 175.00
6	Bore 2" conduit	LF	$ 175.00
7	Bore 2.5" conduit	LF	$ 175.00
8	Bore 3" conduit	LF	$ 175.00
RIGID PVC CONDUIT (SCHEDULE 80)			
1	Trench 1.5" conduit	LF	$ 135.00
2	Trench 2" conduit	LF	$ 135.00
3	Trench 2.5" conduit	LF	$ 135.00
4	Trench 3" conduit	LF	$ 135.00
5	Bore 1.5" conduit	LF	$ 185.00
6	Bore 2" conduit	LF	$ 185.00
7	Bore 2.5" conduit	LF	$ 185.00
8	Bore 3" conduit	LF	$ 185.00

SCHEDULE G			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	Description	Unit	Cost
RIGID STEEL CONDUIT (SCHEDULE 40)			
1	Trench 1.5" conduit	LF	$ 215.00
2	Trench 2" conduit	LF	$ 215.00
3	Trench 2.5" conduit	LF	$ 215.00
4	Trench 3" conduit	LF	$ 215.00
5	Bore 1.5" conduit	LF	$ 255.00
6	Bore 2" conduit	LF	$ 255.00
7	Bore 2.5" conduit	LF	$ 255.00
8	Bore 3" conduit	LF	$ 255.00

SCHEDULE H			
REPLACE/INSTALL SCHEDULE (MATERIALS WILL BE SUPPLIED BY THE CITY WHERE SPECIFIED)			
#	Description	Unit	Cost
1	City furnished Battery Backup system in an existing "P" cabinet	Each	$ 950.00
2	City furnished Battery Backup system in a stand-alone cabinet	Each	$ 1,800.00
3	City furnished Battery Backup system and foundation	Each	$ 5,000.00
4	City furnished LED signal (vehicle indication only)	Each	$ 110.00
5	City furnished LED signal (pedestrian indication only)	Each	$ 110.00
6	Installation of Timing Plan in controller	Each	$ 235.00
7	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on existing foundation	Each	$ 4,400.00
8	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on new foundation and install new foundation	Each	$ 8,800.00

SCHEDULE H (continued)			
REPLACE/INSTALL SCHEDULE (MATERIALS WILL BE SUPPLIED BY THE CITY WHERE SPECIFIED)			
#	Description	Unit	Cost
9	City furnished Pedestrian signal housing replacement (Type C)	Each	$ 235.00
10	Attach City furnished solar-powered radar sign to existing pole	Each	$ 1,450.00
11	Install City furnished radar feedback sign or flashing becon - Furnish and install foundation and pole in sidewalk	Each	$ 9,500.00
12	Install City furnished radar feedback sign or flashing becon - Furnish and install foundation and pole in dirt	Each	$ 7,750.00
13	Install City furnished RRFB. Furnish and install foundation with pole in dirt (complete system may be 2 or 3 RRFB)	LS	$ 15,000.00
14	Install City furnished RRFB. Furnish and install foundation with pole in sidewalk (complete system may be 2 or 3 RRFB)	LS	$ 16,500.00
15	Install City furnished GPS Opticom with receiver	Each	$ 2,000.00

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	Turned signal head	Each	$ 105.00
2	Turned pedestrian signal head	Each	$ 105.00
3	Loose back plate	Each	$ 105.00
4	Loose or missing visor	Each	$ 105.00
5	Re-splice loop	Each	$ 220.00
6	Re-seal loop	Each	$ 475.00
7	Loose IISNS	Each	$ 235.00
8	Installation of traffic sign on mast arm	Each	$ 235.00
9	Signal on Flash and Reset the MMU	Each	$ 235.00
10	Clean PTZ and Video detection lens	Each	$ 120.00

SCHEDULE I			
MINOR REPAIR SCHEDULE (OVERTIME)			
#	Description	Unit	Cost
1	Turned signal head	Each	$ 160.00
2	Turned pedestrian signal head	Each	$ 160.00
3	Loose back plate	Each	$ 150.00
4	Signal on Flash and Reset the MMU	Each	$ 340.00
5	Loose visor	Each	$ 160.00
6	Re-splice loop	Each	$ 340.00
7	Signal on Flash and Reset the MMU	Each	$ 340.00
8	Re-seal loop	Each	$ 700.00
9	Loose IISNS	Each	$ 360.00

***Labor and equipment rates subject to CPI and/or Prevailing Wage increases to be assessed each July for the duration of the contract or as agreed upon by the City.**

G. ATTACHMENTS

1. Resumes

John Abraham

Regional Manager

- 35+ years of total local experience in the electrical industry
- 30+ years of experience in the traffic signal and street light maintenance industry
- Bachelor of the Arts Degree in Business Management
- IMSA Certified - Work Zone Safety, Traffic Signal Level I, Level II, Level III
- Other Certifications – Fiber Optic Technician, Airport Lighting Technician, Crane Operation and Asbestos Abatement

Experience:

- Contra Costa County - Lead Electrician of the Traffic Signal Shop maintaining over 750 traffic signals and all street lights within County jurisdiction.
- Lead emergency, non-emergency, and preventative maintenance technician for the following local municipal clients for the past 21+ years: Antioch, Brentwood, Clayton, Concord, Danville, Hercules, Martinez, Moraga, Oakley, Orinda, Pinole, Pleasant Hill, and San Pablo.
- Extensive operational knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions: 332 & NEMA Cabs, 2070 controllers, 170 & NEMA TS1 and TS2 controllers. Installation, repair, programming and general maintenance of total controller assemblies including malfunction management systems, battery back-up systems, output circuit drivers, vehicle and pedestrian detectors including, magnetometer - based vehicle detection, wireless (Sensys Networks), inductive loop detection, Piezo loop detection, various video detection systems (Iteris, Econolite and Trafficon), emergency vehicle pre-emption systems (Opticom & Emtrac), vehicle and pedestrian indications, red light camera systems and all associated wiring, Installation and repair of traffic calming devices, lighted cross-walk systems, and radar feed-back signs. Expertise in investigation and repair of both stand-alone systems and coordinated intersections.
- Repair of electrical, electronic, and microprocessor based equipment to the component level in the Signal Shop.
- Fabrication of specialized equipment for testing existing equipment and troubleshooting performance of equipment in the field.
- Streetlight maintenance and lighting retrofit projects.
- Electrical maintenance of all County facilities including airport lighting, phone/data systems and HVAC/refrigeration maintenance.
- Primary contact person for all public agencies within the County.
- Specific knowledge of the geography and electrical infrastructure in the East Bay and surrounding areas, including traffic signal and street light maintenance history.
- Planning, layout, estimating, purchasing, cost control, scheduling, and personnel management.
- In depth understanding of industrial standards, codes, and safety practices.

Justin Calkins

ITS Project Manager

- 20+ years in Traffic Signal & Streetlight Maintenance
- *IMSA Certified – Workzone Safety, Traffic Signal Field Technician Level I, II & III*
- Consortium for ITS Training and Education (C.I.T.E) – Traffic Engineering and Operations certification
- ITE - Northern California Section board member 2015-2017
- General knowledge of the geography, history, and technical requirements of the electrical infrastructure and ITS systems in the City of Dublin
-

Experience:

- Traffic Signal Technician for the City of Livermore, 9 years
- Engineering Technician – Aegis ITS, 4 Years
- Field Service Representative – Econolite Control Products Inc., 5 Years
- Fiberoptic cable splicing, termination, testing and repair
- Networking, switch configuration, troubleshooting network and ITS systems
- ATMS system operation
- Video detection systems installation, configuration and troubleshooting including Autoscope, Iteris, Gridsmart and Trafficon systems
- CCTV installation, configuration and operation
- Wireless communications equipment installation, configuration and troubleshooting
- Installation, modification and repair of NEMA TS-1, TS-2 and 332 cabinets
- Controller programming and troubleshooting including Naztec, Econolite, and D4 software platforms
- Central system and management and operation including Naztec's Streetwise and Econolite's Centracs platforms
- Evaluation and adjustment of signal timings and coordination plans
- Implementation, testing, and fine tuning of hardware, software and signal timings for Transit Priority systems

Dave D'Elicio

CEO

- 20+ years local experience in the traffic signal, street lighting, and electrical industry.
- 20 years Journeyman Electrician, IBEW Local #551
- D.I.R State Certified General Electrician
- California State License Holder – C-10
- *IMSA Certified – Traffic Signal Field Technician Level III*
- Exceptional training and understanding of electrical theory and its relation to practical application

Experience:

- Served as the Field Operations Manager for DC Electric for the past 5 years and gained extensive experience managing resources and customer expectations to ensure delivery of high quality services
- Extensive knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, output circuit drivers, and vehicle and pedestrian detectors including inductive loop detection and video detection systems.
- Emergency, non-emergency, and preventative maintenance service for the following local municipal clients: City of Emeryville, City of San Rafael, City of Mill Valley, City of Petaluma, City of Rohnert Park, City of Novato, City of Sausalito, Town of San Anselmo, Town of Ross, Town of Corte Madera, and County of Marin.
- Industrial electrical design, installation, and repair with expertise in street light and traffic signal infrastructure installations and associated undergrounding. Extensive history in design, installation, programming, and maintenance of commercial energy management systems and smart systems.

Jeff Asch

Chief Operating Officer

- 20+ years experience in streetlight and traffic signal maintenance, and 30+ years of total experience in the electrical industry
- California State License Holder –Class B (General Building); C-10 (Electrical)
  C-31 (Construction Zone Traffic Control); C-61/D-31 (Pole Installation & Maintenance)
- Experienced executive with a proven track record of successfully operating and growing small businesses. Strengths include Operations, Project Development, Project Management, Accounting & Finance, Geographic Expansion, Information Technologies, Legal & Risk Management, and Contract Administration,
- Bachelor of Arts Degree in Government with High Honors, Wesleyan University, Middletown, CT
  Certificate in Energy Management & Design, Sonoma State University, Rohnert Park, CA

Employment:

- **DC Electric, Inc**. (2015 – Present)
  Chief Operating Officer
- **Cartelligent** (2013 – 2015)
  Chief Executive Officer
- **Republic Intelligent Transportation Services, Inc.** (2002 – 2011)
  Vice President & Chief Financial Officer (2002 – 2011)
- **Northeast Energy Services Company (NORESCO)**
  Western Region Vice President (2000 – 2002)
  Western Regional Manager (1997 – 2000)
  Engineering & Project Management (1994 – 1997)

Experience:

- At Northeast Energy Services Company, oversaw western regional operations for the premier provider of energy efficiency services, including expansions to central and southern California, Hawaii, and the Pacific Northwest, growing the region from $1M in annual construction to over $30M. Key clients included Pacific Gas & Electric, Southern California Edison, Safeway, Rite-Aid, the County of Los Angeles, the California Army National Guard, as well as smaller cities throughout California.
- As the Vice President & Chief Financial Officer of Republic Intelligent Transportation Services, Inc., helped operate the nation's leading traffic signal and streetlight maintenance services company with 10,000 intersections and over 170,000 streetlights under maintenance. Oversaw the expansion to New England, Southern California, Texas, and Arizona.
- As the Chief Operating Officer of DC Electric, Inc. has direct oversight for all operations. Responsible for all project management, management, and administrative functions such as accounting, fleet management, insurance, risk management, legal, and IT, including the creation and ongoing support for our web-based custom written streetlight and traffic signal work order management system.

Timothy Carter

Regional Vice President

- 21 years of local experience in traffic signal and street light maintenance industry.
- Bachelor of Arts Degree in Environment al Studies and Planning, Energy Management and Design from Sonoma State University.
- IMSA Certified - Work Zone Safety, Traffic Signal Level I & Level II
- 17 years of experience as a Project Manager for traffic signal and street light maintenance and construction management in the North Bay Area Region.

Employment:

- **DC Electric Group, Inc**. (2012 – Present)
  Regional Vice President
- **Republic Intelligent Transportation Services, Inc.** (2003 – 2012)
  Project Manager & Service Operations Manager (2003 – 2012)

Experience:

- Project Manager, Service Operations Manager, and primary contact person for all public agencies in Marin, Sonoma, Mendocino, Solano, Napa, Alameda, Contra Costa counties for all traffic signal maintenance, streetlight maintenance, and associated construction projects.
- **Currently responsible for the project management (maintenance, repair and after- hours emergency services) of signal and street light infrastructure for the following local agencies:** Cities of Novato, Petaluma, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, Benicia, and Ukiah, Counties of Marin and Sonoma, Towns of Corte Madera, San Anselmo, Fairfax, Ross, and Windsor, as well as the Bel Marin Keys and Marinwood Community Services Districts.
- Specific knowledge of the geography and electrical infrastructure in the City of Novato and surrounding areas, including traffic signal and street light maintenance history.
- Managed a wide-variety of traffic signal, streetlight, and pedestrian improvement projects with excellent customer service, satisfaction, and safety:
- Expert in the installation and maintenance of Signalized Intersections, Street Lighting, Sport Lighting, Facility Lighting, Vehicle Detection (Video, Loops, Sensys™, etc.), Adaptive Traffic Control Systems, Battery back-up systems, CCTV Cameras, Emergency Vehicle Pre-emption (EVP), Signal interconnect and GPS time-clock installations, RRFBs, Lighted Crosswalks, Flashing Beacons, Radar Feedback Signs, Service Pedestals, Pedestrian (ADA) Upgrades/Improvements, Undergrounding and overhead utility and infrastructure, and Energy Efficiency Upgrades.
- Development and execution of traffic signal maintenance contracts and construction projects in the San Francisco Bay Area Region, with a concentration in the North Bay.
- Project manage from initial development through project completion including Estimating and proposal writing, Bid preparation, Contract Review/Execution, Purchasing, Subcontracting, Scheduling, Traffic Control Plans, Obtaining Permits, Job tracking and reporting, and Billing review
- Responsibility for Training and Safety as well as Fleet Management

Matt Shipp

Foreman – East Bay

- 17 years of local municipal experience specific to the traffic signal and electrical industry
- 23 years IBEW Local #180 Journeyman Electrician
- D.I.R State Certified General Electrician
- IMSA Certified
- Expert and in-depth knowledge of all aspects of the local electrical infrastructure
- Exceptional training and understanding of electrical theory and its relation to practical application.

Experience:

- Served as Foreman for the installation of the City of Dublin's Hydrogen Fuel Cell and Battery Backup Systems
- Expert in the construction and installation of electrical services, backup power systems, traffic signals and related equipment
- Extensive experience installing and maintaining various types of traffic signal equipment inlcuding controller assemblies, 332 & NEMA TS1 and TS2 cabinets, battery back-up systems, output circuit drivers, vehicle and pedestrian detection systems, wireless detection, inductive loop detection, and various video detection systems (Iteris, Econolite and Gridsmart).
- Extensive knowledge of street lighting and repair in both parallel and series circuits.

Dave Teicheira

Traffic Signal and Street Light Technician

- 7 years local electrical experience
- D.I.R State Certified General Electrician
- IMSA Certified
- Aerial Lift Certified
- Will serve as the lead technician for the ongoing maintenance of the City's Hydrogen Fuel Cell backup systems

Experience:

- East Bay Traffic Signal Maintenance Lead – responsible for organizing and overseeing DC Electric's Traffic Signal and Streetlight Maintenance programs throughout the East Bay
- Assisted with the installation and commissioning of the City of Dublin's Hydrogen Fuel Cell and Battery Backup Systems
- Factory trained in the installation, maintenance and repair of Traffic Signal Backup Systems
- Skilled in the ongoing maintenance and repair of traffic signal cabinets, controllers, backup systems, detection systems and all associated components
- Expert in lighting and power systems for traffic signals, street lights, irrigation systems, facilities and other electrical equipment

Joshua Abraham

Traffic Signal and Street Light Technician

- 6 years experience in the construction, installation and repair of traffic signals and streetlights
- IMSA Certified
- CPR Certified
- Aerial Lift & Forklift Certified

Experience:

- Assisted with the construction and installation of the City's Hydrogen Fuel Cell and Battery Backup Systems
- Worked with factory representatives in the programming and commissioning of the Hydrogen Fuel Cells
- Experienced in the installation and maintenance of traffic signals, battery backup systems, video detection systems, cabinets, controllers and all associated hardware

Len Swafford

Traffic Signal and Street Light Technician

- 27 years local electrical experience
- Certified Fiber Optic Splicer
- 12+ years IBEW Local #302 Journeyman Electrician
- D.I.R State Certified General Electrician
- IMSA Certified
- Certified Rigger/Signal Person
- Certified Transportation Worker
- Cal OSHA 30-Certified
- Aerial Lift Certified
- Forklift Certified

Experience:

- Contra Costa County – Traffic Signal Technician & General Electrician services including the cities of Oakley, Lafayette, Orinda, Emeryville, and the County of Contra Costa.
- Streetlight Maintenance, Repair, and Emergency Service including the Cities Emeryville, Lafayette, Orinda, Benicia, and the County of Contra Costa.
- Maintenance of various electrical systems within the County such as: Lighting, Data Cabling, Generators, Pump & Motor Controls, Cameras
- Maintenance of electrical systems within Chevron & Shell refineries

Chris Wilson

Foreman – North Bay

- 20 years of local experience in the traffic signal, street lighting, and electrical industry
- 15 years Journeyman Electrician, IBEW Local #551
- IBEW Local #551 Apprenticeship Program
- D.I.R State Certified General Electrician
- IMSA Certified
- Tower climbing, aerial safety, and rescue training and certification
- Anritsu Site Master line sweep certification.
- Andrew Institute EZFIT and Positive Stop Series connectors certification
- Specific knowledge of the geography and the electrical infrastructure for the North Bay Area

Experience:

- Traffic signal and street light maintenance, repair – Journeyman Electrician and Field Superintendent for DC Electric's North Bay office
- Extensive knowledge of various types of traffic signal equipment, controller assemblies, and associated electrical component functions. Installation, repair, programming, and general maintenance of total controller assemblies including malfunction management systems, output circuit drivers, and vehicle and pedestrian detectors including inductive loop detection and video detection systems
- Expert underground utility location and repair
- Emergency, non-emergency, and preventative maintenance service for the following local municipal clients: Cities of Novato, San Rafael, Mill Valley, Larkspur, Sausalito, Rohnert Park, Cotati, Sebastopol, American Canyon, Benicia, Emeryville, Petaluma, and Ukiah. Counties of Marin and Sonoma. Towns of Corte Madera, San Anselmo, Fairfax, Ross and Windsor.

2. Conflict of Interest Statement

Attachment C

Conflict of Interest

For the term of this contract, no member, officer, or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Consultant must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list Consultant's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at http://www.fppc.ca.gov/Form700.html.

DC Electric does not have an conflicts of interest in working for the City of Dublin currently, in the previous year or any potential future conflicts at the time of this RFQ.

Tim Carter - Regional Vice President

3. Public Contract Code Statement

Attachment D

Public Contract Code

***PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED

PUBLIC CONTRACT CODE STATEMENT***

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer

Has_____, has not __X__ (mark one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No __X__

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the PROPOSER, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the PROPOSER within the immediately preceding two-year period because of the PROPOSER's failure to comply with an order of a federal court which orders the PROPOSER to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required under Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

8/8/2024
Date

(authorized signature)

Tim Carter - Regional Vice President
(name and title)

DC Electric Group Inc.
(company name)

605 W. Sierra Ave. Cotati, CA 94931
(company address)

Agenda Item 5.4

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Purchase and Sale Agreement with East Bay Regional Park District for Right-of-Way, Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119

Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving a Purchase and Sale Agreement with East Bay Regional Park District for 1,575 square feet of right-of-way and 1,751 square feet of temporary construction easement for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School project, CIP No. ST0119.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Purchase and Sale Agreement and Joint Escrow Instructions With East Bay Regional Park District for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

FINANCIAL IMPACT:

The purchase price for the right-of-way is $3,686 and for the temporary construction easement is $410, for a total amount of $4,096. There are sufficient funds available in the approved 2024-2029 Capital Improvement Program (CIP) budget for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School project, CIP No. ST0119.

DESCRIPTION:

On April 21, 2020, the City Council approved Resolution No. 31-20 adopting an amendment to the General Plan and Eastern Dublin Specific Plan changing a segment of Tassajara Road from North Dublin Ranch Drive to the northern City limit with Contra Costa County to a four-lane arterial roadway. Soon thereafter, Staff and consultants proceeded with the design phase to improve Tassajara Road from North Dublin Ranch Drive to Quarry Lane School to a four-lane arterial

standard with bike lanes, sidewalks, landscaped median, stormwater treatment areas, street lighting, and other associated street improvements.

The construction of the project requires the acquisition of right-of-way along the west side of the roadway. A strip of land and a temporary construction easement over the property owned by East Bay Regional Park District, Assessor's Parcel Number 986-0028-003, is required. The fee acquisition area is a strip of land along Tassajara Road, consisting of approximately 1,575 square feet. Additionally, the City will require a temporary construction easement, along the fee acquisition strip, consisting of approximately 1,751 square feet.

The Board of Directors of East Bay Regional Park District approved the conveyance and sale of the property and temporary construction easement, as proposed in the Purchase and Sale Agreement, at their July 16, 2024, meeting. Upon acquisition of all necessary rights-of-way and temporary construction easements from all properties along Tassajara Road within the project limits, the project design can be completed and advertised for construction, which is anticipated to begin in summer 2025.

Environmental Review

On March 3, 2020, the City Council approved a CEQA Addendum to the Initial Study/Mitigated Negative Declaration (Resolution No. 17-20), which was previously adopted in 2004. The Addendum addressed the programmatic change in the number of ultimate travel lanes from six lanes to four lanes for a portion of Tassajara Road, including the subject segment from North Dublin Ranch Drive to Quarry Lane School. The right-of-way necessary to construct this segment is also addressed in the approved Addendum.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Long-Term Infrastructure and Sustainability Investments
Objective B: Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Purchase and Sale Agreement and Joint Escrow Instructions With East Bay Regional Park District for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119
2) Exhibit A to Resolution – Purchase and Sale Agreement and Joint Escrow Instructions
3) CIP No. ST0119

RESOLUTION NO. XX – 24

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH EAST BAY REGIONAL PARK DISTRICT FOR THE TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT, CIP NO. ST0119

WHEREAS, East Bay Regional Park District is the owner of real property on Tassajara Road, Assessor's Parcel Number 986-0028-003; and

WHEREAS, in order to construct the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119 (Project), the City of Dublin requires the acquisition of a portion of the East Bay Regional Park District property; and

WHEREAS, the City and East Bay Regional Park District prepared a Purchase and Sale Agreement and Joint Escrow Instructions, attached hereto as **Exhibit A**; and

WHEREAS, the Board of Directors of East Bay Regional Park District, at their July 16, 2024 Board Meeting, authorized the grant of fee title and temporary construction easement to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Purchase and Sale Agreement and Joint Escrow Instructions with East Bay Regional Park District, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the agreement, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution, including any minor increases to closing costs, should that be necessary.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute instruments or documents, as may be necessary, to facilitate the land transfer and close of escrow as outlined in the agreement.

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**"), by and between the CITY OF DUBLIN, a California municipal corporation ("**City**"), and EAST BAY REGIONAL PARK DISTRICT, a California special district (**"Grantor"**). Grantor and City are individually referred to herein as a "**Party,**" and collectively referred to herein as the "**Parties**."

RECITALS

A. Grantor is the owner of certain real property located in the City of Dublin, California, designated as APN 986-0028-003 (the "**Grantor's Parcel**").

B. The Grantor's Parcel is approximately 3.83 acres in size. The site is a staging area for the Tassajara Creek Regional Trail. Grantor's Parcel is real property that has been real property actually dedicated and used for park purposes pursuant to California Public Resources Code Section 5540. The Grantor's Parcel is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

C. The City is proposing to construct the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project ("**Project**"), which requires the acquisition of a portion of the Grantor's Parcel for park uses, including but not limited to pedestrian and bicycle facilities.

D. City desires to acquire portions of Grantor's Parcel for the construction of the Project. City proposes to acquire 1,575 square feet in Fee Simple ("Fee Acquisition") in a manner consistent with California Public Resources Code Section 5540.6, as more particularly described in Exhibit B.

E. City also desires to acquire 1,751 square feet in Temporary Construction Easement ("TCE"), as more particularly described in Exhibit C attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Grantor and City hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Grantor hereby agrees to sell the Property to City, and City hereby agrees to acquire the Property from Grantor, subject to the requirements set forth in California Public Resources Code Section 5540.6.

2.2 Purchase Price. The purchase price for the fee simple parcel to be paid by City to Grantor (the "**Purchase Price**") is three thousand, six hundred and eighty six dollars ($3,686.00). The purchase price for the TCE is four hundred and ten dollars ($410.00). The full amount of four thousand and ninetysix dollars ($4,096) shall be paid in immediately available funds to Grantor on the Closing Date (defined below).

2.3 Temporary Construction Easement. Grantor agrees for the considerations herein to grant said temporary construction easement to City and to permit and allow City, its agents and/or contractors to enter upon Grantor's TCE Property on a temporary basis. Said temporary permit shall be for the construction of the Project for a six (6) month period. Temporary Construction Easement period is to commence with first entry on the Temporary Construction Easement ("TCE") area by City's agents or contractors. At least 14 days advanced written notice will be given before any entry on the TCE. The amount set forth in Section 2.2 herein included full payment for TCE. This permission becomes valid upon acceptance of this Agreement by City. The CITY may not block GRANTOR's staff or the public from accessing the Tassajara Creek Regional Trail staging area during its regular operating hours.

2.4 Restoration. City agrees to promptly restore any damage to the construction easement area and/or the Grantor's Parcel upon which the construction easement area is situated (and the improvements located thereon) caused by City's entry upon the construction easement area or work performed in connection with the Project.

2.5 Permission to Enter for Construction Purposes. GRANTOR hereby grants to CITY or its authorized agents to enter on GRANTOR'S land, where necessary, to construct the following improvements: install a new fence and gate per EBRPD specifications, relocate the existing sign, replace the ground cover, widened driveway, and pedestrian entry. GRANTOR understands and agrees that after completion of the work described in Clause 2.4 herein and acceptance of work by GRANTOR, said facilities will be considered as GRANTOR'S sole property and GRANTOR will be responsible for its maintenance and repair.

2.6 Conveyance Notification. In the event Grantor sells, conveys or assigns any property interest, encumbered by the Agreement prior to City exercising the

rights granted herein, Grantor shall notify the successor or assignor of the rights and obligations of both parties as included herein.

2.7 Unexpected Delays. In case of unpredictable delays in construction, upon written notification by City, the terms of the TCE may be extended by an amendment to this Agreement. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension prior to the expiration of the original TCE period.

2.8 Tree Planting and Management Provision. CITY shall purchase (from an approved nursery) and plant four (4) California black oak (*Quercus kelloggii*) trees along GRANTOR'S subject property frontage within CITY right of way. CITY shall be responsible for the irrigation, establishment, maintenance, and long-term management of said oak trees.

3. ESCROW.

3.1 Escrow Account. The Parties shall open an escrow account (the "**Escrow**") with First American Title Company (the "**Escrow Holder**"). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within three (3) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the "**Opening of Escrow**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Satisfaction of Due Diligence Contingency. City shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason prior to the expiration of the "Due Diligence Contingency Period" (as defined in Section 4.2 below). City hereby agrees to provide written notice to Grantor prior to the expiration of the Due Diligence Contingency Period if City disapproves any due diligence items or approves all due diligence items ("**City Notice**"). If City disapproves any items through the delivery of the City Notice to Grantor before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and all amounts deposited by City into Escrow will be returned to City, and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If City fails to timely deliver the City Notice to Grantor, it will be conclusively presumed that City has approved all such items, matters or documents.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. City may, at its election and expense, order a Preliminary Title Report for the Property. City shall have thirty (30) days after receipt of the Preliminary Report to approve the

Preliminary Report. If there are any changes to the Preliminary Report prior to Closing, City shall have fifteen (15) days after receipt of the revised Preliminary Report to approve such changes. Notwithstanding City's delivery of the City Notice, City agrees to take title to the Property subject to the following "**Permitted Exceptions**:" (a) standard printed exceptions in the Preliminary Report, (b) general and special real property taxes and assessments constituting a lien not yet due and payable, and (c) any other title exceptions expressly approved by City pursuant to the City Notice.

4.2 Due Diligence Contingency Period. City will have sixty (60) days from the Effective Date (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property. During the Due Diligence Contingency Period, representatives of City and its contractors shall have the right of access to all portions of the Property, at all reasonable times, for the purpose of conducting studies, inspections and investigations of the Property and obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the environmental condition of the Property, and geotechnical, seismic, mechanical, and engineering testing. Any such access to the Property by City or its contractors shall be done at the sole expense of the City or its contractors and shall be coordinated with Grantor's representatives. Any surveys and tests shall be undertaken only after securing any necessary permits from the appropriate governmental agencies. As soon as practical after the Effective Date, Grantor shall provide to City copies of all reasonably available and known documents that Grantor has in its possession with respect to the Property. City hereby agrees to indemnify and hold Grantor harmless for any damage to the Property caused (but not merely revealed) by City's inspections.

4.3 Property Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Grantor to provide certain disclosures regarding natural hazards affecting the Property. Grantor agrees to disclose to City all material information with respect to the Property and all defects therein known by Grantor, and to make all necessary disclosures required by law. Grantor hereby represents to the best of its knowledge that it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Property notifying Grantor of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property or any portion thereof. "Best of its knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the best knowledge of Grantor employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of Grantor.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") will occur no later than thirty (30) days after the end of the Due Diligence Contingency Period ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 City's Conditions to Closing. City's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by City of its rights under this Agreement to terminate this Agreement.

(b) Grantor has deposited into the Escrow a fully executed "Grant Deed" (as defined in Section 5.5(a) below) and all other documents to be submitted by Grantor pursuant to this Agreement, all duly executed by Grantor.

(c) City has deposited into the Escrow the Purchase Price and all Escrow fees and costs of the buyer's title policy that are the responsibility of City under Section 5.5(d) below ("**City's Escrow and Title Costs**").

(d) Grantor's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(e) The Title Company is irrevocably committed to issue a CLTA or ALTA Title Policy to City, as selected by City, and such endorsements requested by City, insuring title to City in the full amount of the Purchase Price subject only to the Permitted Exceptions.

(g) Grantor has performed all obligations to be performed by Grantor pursuant to this Agreement.

5.3 Grantor's Conditions to Closing. The Close of Escrow and Grantor's obligation to sell and convey the Property to City are subject to the

satisfaction of the following conditions or Grantor's written waiver (in Grantor's sole discretion) of such conditions on or before the Closing Date:

(a) City has deposited into the Escrow the Purchase Price and City's Escrow and Title Costs.

(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed and Grant of Temporary Construction Easement and all other documents to be submitted by City pursuant to this Agreement, all duly executed by City.

(c) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(d) City has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

5.4 Conveyance of Title. Grantor will deliver fee simple title and a temporary construction easement to City at the Closing, subject only to the Permitted Exceptions.

5.5 Deliveries at Closing.

(a) Deliveries by Grantor. Grantor shall deposit into the Escrow for delivery to City at Closing: (i) a grant deed, substantially in the form of Exhibit B (the **"Grant Deed");** and Grant of Temporary Construction Easement, (Exhibit C – the **Grant of TCE**"); and (iii) any other documents required for the Escrow.

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed, and (ii) Grant of TCE, and (iii) immediately available funds in the amount equal to the Purchase Price as adjusted by any prorations between the Parties, and City's share of the Escrow and title fees.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed and Grant of TCE; (ii) disburse to Grantor the Purchase Price, less Grantor's share of any Escrow and title fees, costs and expenses; (iii) deliver to City a conformed copy of the original recorded Grant Deed and Grant of TCE; and (iv) distribute to itself the payment of Escrow fees and expenses required hereunder.

(d) Closing Costs. City shall be responsible for all Escrow fees (including the costs of preparing documents and instruments), recording fees, governmental conveyance fees and transfer taxes (if

any). City shall be responsible for the cost of the buyer's title insurance policy equal to the premium for a CLTA buyer's title policy in the amount of the Purchase Price. City shall be responsible for any additional costs of the buyer's title policy, including the incremental cost of an ALTA buyer's policy and the cost of any endorsements requested by City. The parties understand that there will be no recording fees or documentary transfer taxes for this transaction.

(e) Property Taxes. Proration of property taxes, if any, will be made at the Close of Escrow.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Grantor's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Grantor contained in other sections of this Agreement, Grantor hereby represents, warrants and covenants to City that the statements below in this Section 6.1 are each true and correct as of the Closing Date; provided, however, if to Grantor's actual knowledge any such statement becomes untrue prior to Closing, Grantor will notify City in writing and City will have three (3) business days thereafter to determine if City wishes to proceed with Closing. If City determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. Grantor has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Grantor, and upon delivery to and execution by City is a valid and binding agreement of Grantor. Grantor has complied with, and is not required to take any further actions to comply with, state surplus property law requirements, Grantor property conveyance requirements, or any other legal requirements except as provided in this Agreement.

(b) Encumbrances. Grantor has not sold, leased, alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, leases, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Grantor will not, directly or indirectly, sell, lease, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Close of Escrow, as long as this Agreement is in force.

(c) Other Agreements. There are no leases, purchase agreements, use agreements, or other agreements affecting the Property except those which have been disclosed by Grantor. There are no agreements affecting the Property which will be binding on the City or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice.

(d) No Occupants of Property. There are no tenants, occupants or other persons who reside on the Property or have any right to occupy the Property.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Grantor contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of Escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 City's Representations and Warranties. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Grantor that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to City's actual knowledge any such statement becomes untrue prior to Closing, City shall so notify Grantor in writing and Grantor shall have three (3) business days thereafter to determine if Grantor wishes to proceed with Closing.

(a) City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Grantor shall be a valid and binding agreement of City.

(b) Upon acquisition of the Property, City intends to use the Property for public purposes, including the construction of Tassajara Road Improvement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Grantor's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Grantor, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from Grantor or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Grantor is able to perform; or (iii) to terminate this Agreement upon written notice to Grantor, whereupon Grantor shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations

expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

8. BROKERS. Grantor represents that no real estate broker has been retained by Grantor in the sale of the Property or the negotiation of this Agreement. Grantor shall indemnify, hold harmless and defend City from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Grantor's conduct. City represents that no real estate broker has been retained by City in the procurement of the Property or negotiation of this Agreement. City shall indemnify, hold harmless and defend Grantor from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of City's conduct.

9. MISCELLANEOUS.

9.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing Party" shall mean the Party determined by the court to most nearly prevail and not necessarily the Party in whose favor a judgment is rendered.

9.2 Interpretation. This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

9.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

9.4 Assignment. Absent an express signed written agreement between the Parties to the contrary, neither Grantor nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

9.5 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.7 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

9.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

9.9 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City: City of Dublin
100 Civic Plaza
Dublin, California 94568
Attn: City Manager
Copy to City Attorney

To Grantor: East Bay Regional Park District
2950 Peralta Oaks Ct.
Oakland, CA 94605
Attn: Philip Coffin

To Escrow Holder: First American Title Company
1010 WHITE ROCK RD. #300
EL DORADO HILLS, CA 95762
Attn: DEBBIE ZSOKA, ESCROW OFFICER

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

9.10 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

9.11 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

9.12 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

9.13 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

9.14 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to

be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

9.15 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

9.16 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

9.17 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

9.18 City Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City's City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City's City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

IN WITNESS WHEREOF, this Agreement is executed by City and Grantor as of the Effective Date.

CITY OF DUBLIN,
a California municipal corporation

By: _____
Name: Linda Smith
Its: City Manager

Attest:

_____
City Clerk

Reviewed as to Form:

_____
City Attorney

EAST BAY REGIONAL PARK DISTRICT,
A California special district

By: _____

Name: Sabrina Landreth, General Manager

Approved as to Form:

By: _____

Name: Jason Rosenberg, Assistant General Counsel

EXHIBIT A

Real property in the City of Dublin, County of Alameda, State of California, described as follows:

PORTION OF THE 71.59 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM L. J. TESCHER AND ETHEL G. TESCHER, HIS WIFE, TO TROY HAYNIE AND ANN F. HAYNIE, HIS WIFE, DATED AUGUST 25, 1952, RECORDED AUGUST 29, 1952, IN BOOK 6815 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 5, INSTRUMENT NO. AG/71849, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERN LINE OF TASSAJARA ROAD, OR COUNTY ROAD NO. 2568, DISTANT THEREON SOUTH 2° 41' 15" WEST 214.04 FEET FROM THE NORTHERN LINE OF SAID 71.59 ACRE TRACT; RUNNING THENCE ALONG THE SOUTHERN LINE OF THE 1.823 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM TROY HAYNIE AND ANN F. HAYNIE, HIS WIFE, TO WILLIAM F. ALGER AND VIRGINIA ALGER, HIS WIFE, DATED JULY 25, 1953, RECORDED AUGUST 19, 1953. IN BOOK 7110 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 497, INSTRUMENT NO. AH/73681, NORTH 86° 54' 30" WEST 518.45 FEET TO THE NORTHERN LINE OF SAID 71.59 ACRE TRACT; THENCE SOUTH 83° 16' 33" WEST 588.16 FEET; THENCE SOUTH 5° 33' 58" EAST 83.34 FEET; THENCE SOUTH 87° 18' 45" EAST 1086.72 FEET TO SAID WESTERN LINE OF TASSAJARA ROAD; THENCE NORTH 2° 41' 15" EAST 175.00 FEET TO THE POINT OF BEGINNING.

APN: 986-0028-003-00

Exhibit B

Recording Requested By:

City of Dublin

No Fee for recording pursuant to Government Code Sections 6103 and 27383

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

APN: 986-0028-003-00 (portion of)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
TASSAJARA ROAD IMPROVEMENTS -NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL

For valuable consideration, the receipt of which is hereby acknowledged, **East Bay Regional Park District, a California special district** (the "GRANTOR"), being the present title owner(s) of record of the herein described parcel of land, does hereby grant in fee title to the **City of Dublin,** a California municipal corporation ("GRANTEE"), for public park purposes, including but not limited to development of landscaping, bicycle path, and pedestrian walkway uses, that portion of the real property situated in the City of Dublin, County of Alameda, State of California, Assessor's Parcel No. 986-0028-003-00, described in

Exhibit "A" (legal description) and depicted in **Exhibit "B"** (plat map) attached hereto and incorporated herein.

Grantee accepts this property for park purposes consistent with Public Resources Code Section 5540.6 and agrees to continue to use the real property for park purposes and will not convey the real property described in Exhibit A, without the consent of a majority of the voters of the Grantor at an election called and conducted by the board pursuant to Section 5540.

IN WITNESS THEREOF, the Grantor has properly executed this Grant Deed as of _____ day of _____, 202_.

GRANTOR:
East Bay Regional Park District, A California special district

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } ss

County of _____

On this the ___day of _____, 20 ____ before me,

(Here insert name and title of the officer)

_____, personally appeared

_____,

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

Certificate of Acceptance

This is to certify that the interest in real property conveyed herein to the City of Dublin, a governmental agency, is hereby accepted by _____City Manager, and/or _____ City Engineer, on behalf of the Dublin City Council pursuant to authority conferred by Resolution No. 24-87 of the Dublin City Council, adopted on April 13,1987, and the grantee consents to the recordation thereof by it duly authorized officer.

City Manager and/or City Engineer

Dated _____

By: _____

ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } SS

County of _____

On this the ___day of _____, 20 ____ before me,

(Here insert name and title of the officer)

_____, personally appeared

_____,

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

February 15, 2023
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

Real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

Being a portion of the lands of East Bay Regional Park District as described in that certain Grant Deed filed for record on December 28, 1976 as Document Number 1976-220123, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 926.40 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also being the **TRUE POINT OF BEGINING**;

Thence along said westerly line, North 3°24'16" East, 175.00 feet;

Thence along the northerly line of said lands (1976-220123), North 86°11'29" West, 9.00 feet;

Thence leaving said northerly line, South 3°24'16" West, 175.06 feet to the southerly line of said lands;

Thence along said southerly line, South 86°35'44" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,575 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

2/15/2023
Dated

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

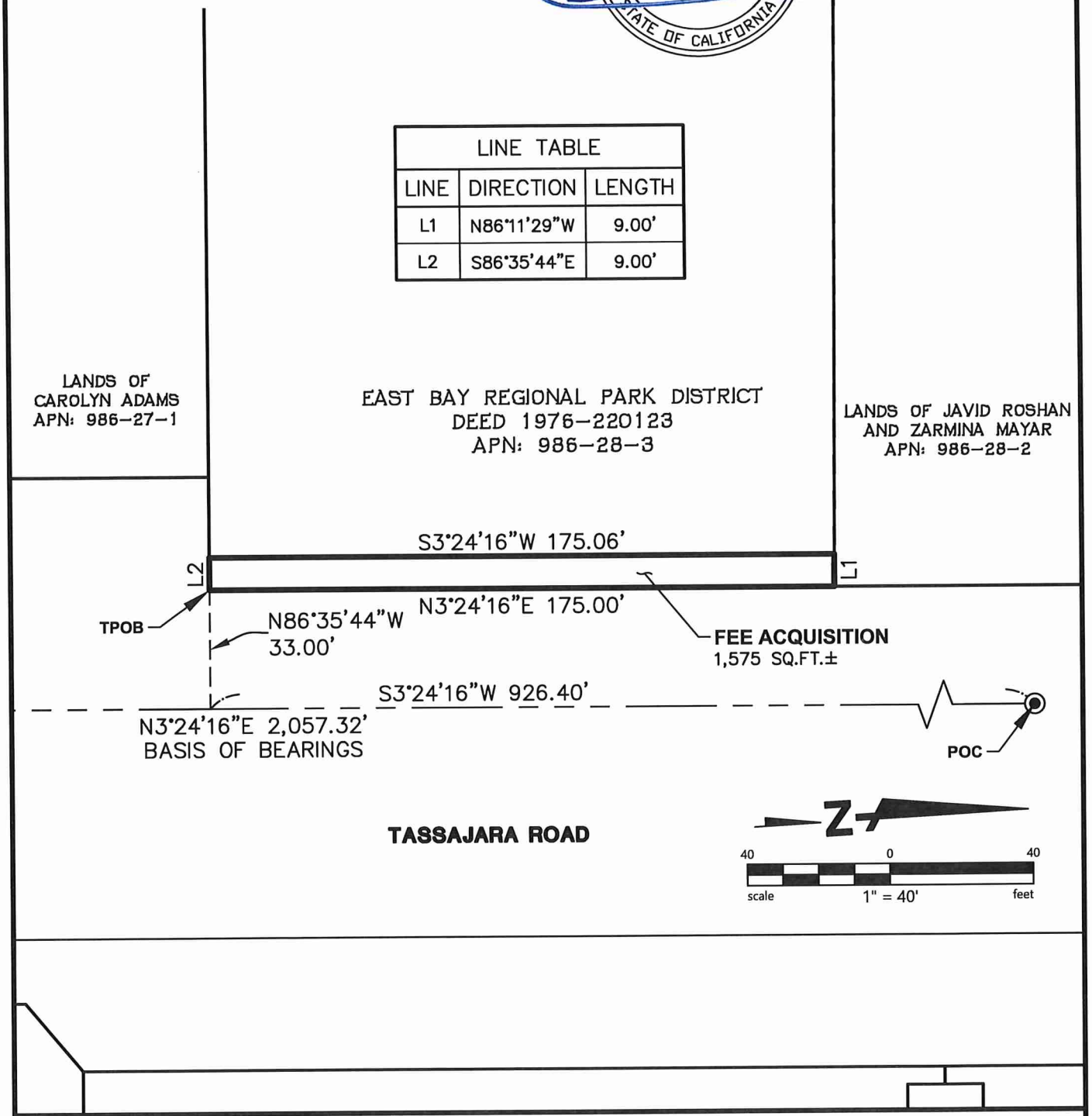
4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
= LOT LINE
= DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	S86°35'44"E	9.00'



BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 2/15/2023 Chkd. WS
SHEET 1 OF 1

Plot Feb 15, 2023 at 8:18am

190525_DOC_PLAT.dwg

COPYRIGHT © 2021 BKF ENGINEERS

Exhibit C

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

EAST BAY REGIONAL DISTRICT, A California special district

PROPERTY PORTION OF APN 986-28-1

WEST OF TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

City of Dublin

Return to:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

APN: Portion of 986-28-1

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration pursuant to that certain Property Purchase Agreement executed by the parties hereto on or about the date hereof (AGREEMENT), the undersigned, EAST BAY REGIONAL PARK DISTRICT, A California special district (GRANTOR), hereby grants to the CITY OF DUBLIN, A Municipal Corporation (CITY), and its successors and assigns a Temporary Construction Easement, over, across, under and through the real property situated in the City of Dublin, County of Alameda, State of California, described in Exhibit A and depicted in Exhibit B, attached hereto (EASEMENT AREA) for public road construction and conformance purposes related to the **Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School** (PROJECT).

The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be reconstructed at the CITY's sole expense upon the termination of the Temporary Construction Easement and will be restored to their original condition or as close thereto as is feasible. If reconstruction is not feasible, the CITY will pay GRANTOR the value of such improvements, which payment shall be in addition to the compensation set forth in the AGREEMENT.

This Temporary Construction Easement is for a period of six (6) months, to commence with first entry on the EASEMENT AREA. At least fourteen (14) days' advanced written notice will be given before any entry on the EASEMENT AREA. In the event the CITY occupies the Temporary Construction Easement area beyond the 6 months, the CITY shall pay GRANTOR additional compensation pursuant to the provisions of the AGREEMENT. In no event shall this Temporary Construction Easement extend beyond the completion of construction. At no additional cost to the CITY, the CITY shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any

extension thereto and/or the completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by the CITY in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner. The CITY may not block GRANTOR's staff or the public from accessing the Tassajara Creek Regional Trail staging area during its regular operating hours.

The rights and obligations contained in this Grant of Temporary Construction Easement will **(a)** run with the Property and burden, inure to and be for the benefit of and are binding on the Property, Grantor and its successors and assigns, and be an equitable servitude of Grantor and its successors and assigns, and **(b)** constitute an easement in gross for the benefit of the CITY and its successors and assigns, and will be binding on the CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:

EAST BAY REGIONAL PARK DISTRICT, A California special district

By: _____
Print name:

Title: _____

ATTACH NOTARIZATION

ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } SS

County of _____

On this the ___day of _____, 20 ____ before me, (Here insert name and title of the officer)

_____, personally appeared

_____,

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

Certificate of Acceptance

This is to certify that the interest in real property conveyed herein to the City of Dublin, a governmental agency, is hereby accepted by _____City Manager, and/or _____ City Engineer, on behalf of the Dublin City Council pursuant to authority conferred by Resolution No. 24-87 of the Dublin City Council, adopted on April 13,1987, and the grantee consents to the recordation thereof by it duly authorized officer.

City Manager and/or City Engineer

Dated _____

By: _____

ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } SS

County of _____

On this the ___day of _____, 20 ____ before me, (Here insert name and title of the officer)

_____, personally appeared

_____,

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

February 15, 2023
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

Real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

Being a portion of the lands of East Bay Regional Park District as described in that certain Grant Deed filed for record on December 28, 1976 as Document Number 1976-220123, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 926.40 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to a point on the westerly line of Tassajara Road;

Thence along the southerly line of said lands (1976-220123), North 86°38'44" West 9.00 feet, said point also being the **TRUE POINT OF BEGINING**;

Thence continuing along said southerly line, North 86°35'44" West, 10.00 feet;

Thence leaving said southerly line, North 3°24'16" East, 175.13 feet to the northerly line of said lands;

Thence along said northerly line, South 86°11'29" East, 10.00 feet;

Thence leaving said southerly line, South 3°24'16" West, 175.06 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,751 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

2/15/2023
Dated

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

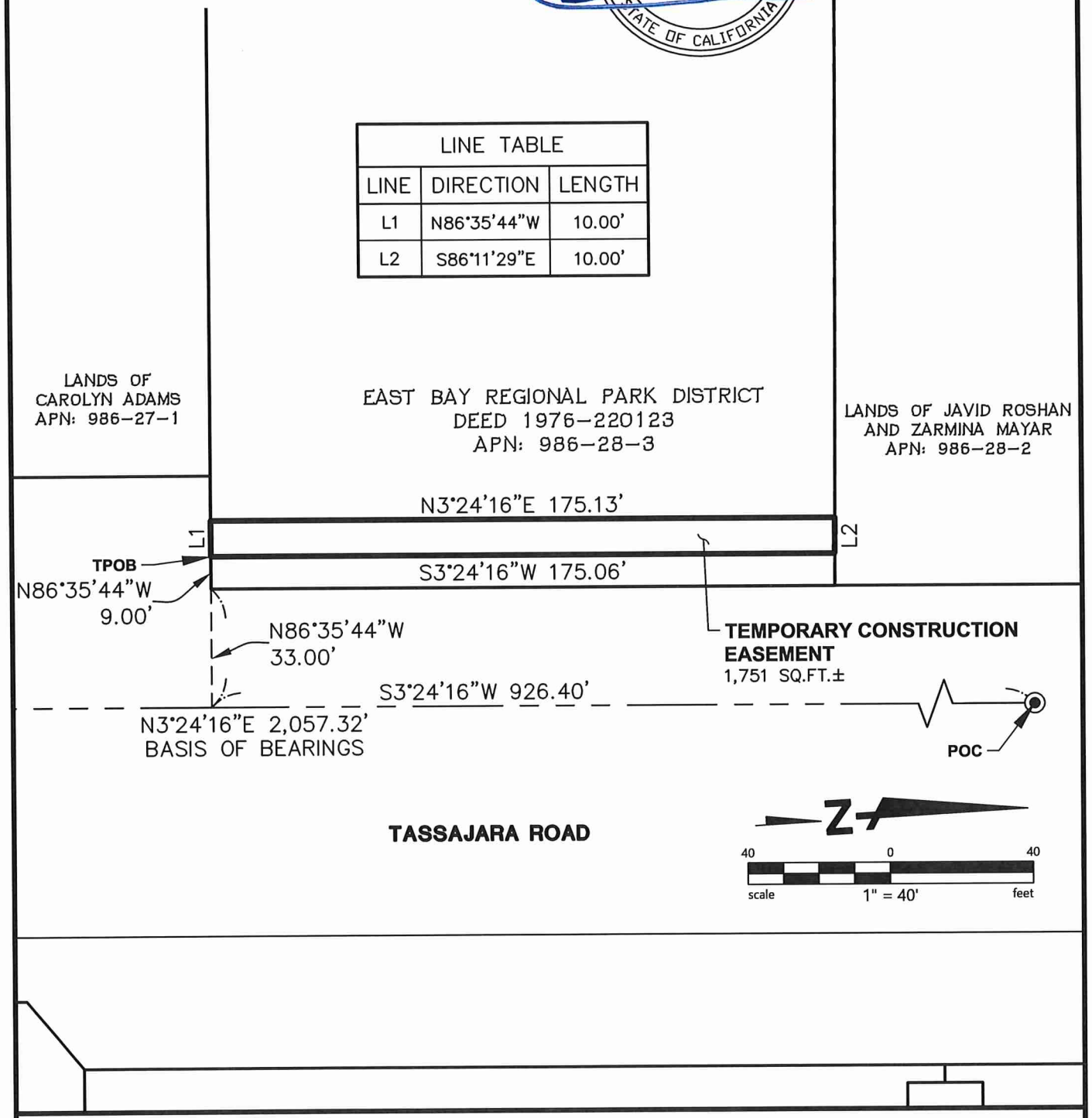
4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
= LOT LINE
= DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°35'44"W	10.00'
L2	S86°11'29"E	10.00'



BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 2/15/2023 Chkd. WS
SHEET 1 OF 1

Plot Feb 15, 2023 at 8:19am

190525_DOC_PLAT.dwg

COPYRIGHT © 2021 BKF ENGINEERS

Number – ST0119	TASSAJARA ROAD IMPROVEMENTS - NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL	Program – STREETS

PROJECT DESCRIPTION

This project provides for design and construction to complete the street improvements on Tassajara Road, from North Dublin Ranch Drive to Quarry Lane School. The scope of this project was previously included as part of CIP No. ST0116 - Tassajara Road Realignment & Widening, which included the design and construction of Tassajara Road from North Dublin Ranch Drive to Dublin's northern limit. In Fiscal Year 2018-19, the scope of ST0116 was revised to only include the segment of Tassajara Road north of Fallon Road.

The project will improve Tassajara Road to a four-lane arterial standard, with bike lanes, sidewalks, landscaped median, stormwater treatment areas, and other associated street improvements. Portions of the existing roadway have been improved by adjacent development projects and this project will complete the street improvements implementing the General Plan and the Complete Streets Policy. This roadway segment is a project within the Eastern Dublin Transportation Impact Fee program. Preliminary engineering and environmental documentation were completed as part of ST0116.

PROJECT TIMELINE: The project is currently in design and right-of-way acquisition. Construction is anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: $20,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$136,040							$136,040
9200 – Contract Services	$2,169,660							$2,169,660
9300 – Land/Right of Way	$436,300							$436,300
9400 – Improvements	$10,340,000	$1,500,000						$11,840,000
9500 – Miscellaneous	$418,000							$418,000
TOTAL	**$13,500,000**	**$1,500,000**						**$15,000,000**

***BUDGET UPDATE:** This sheet reflects a July 16, 2024, City Council approved budget change and $1,000,000 appropriation of Transportation for Clean Air and Measure BB Grant funds.

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2201 – State Gas Tax	$1,201,980							$1,201,980
4301 – Eastern Dublin Transportation Impact Fee	$3,848,020							$3,848,020
4305 – Traffic Impact Fee – Dougherty Valley	$1,500,000							$1,500,000
4306 – Tri-Valley Transportation Development Fee	$5,500,000							$5,500,000
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)		$500,000						$500,000
2207– TFCA/Transportation for Clean Air		$128,000						$128,000
2217 – Measure BB Grants		$872,000						$872,000
2922 – Tri-Valley Transportation Council Grants	$1,450,000							$1,450,000
TOTAL	**$13,500,000**	**$1,500,000**						**$15,000,000**

***BUDGET UPDATE:** This sheet reflects a July 16, 2024, City Council approved budget change and $1,000,000 appropriation of Transportation for Clean Air and Measure BB Grant funds.

Agenda Item 5.5

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Notice of City Engineer's Receipt of Final Map for Review for Tract 8452, The DC (Dublin Centre)
Prepared by: Gabrielle Abdon, Senior Civil Engineer

EXECUTIVE SUMMARY:

The City Council will receive notification of the City Engineer's receipt of the Final Map for review for Tract 8452, PA-3 The DC (Dublin Centre).

STAFF RECOMMENDATION:

Receive the notification.

FINANCIAL IMPACT:

There is no impact to the General Fund.

DESCRIPTION:

In accordance with Chapter 9.24.080 of the City of Dublin Municipal Code, this is notice of the City Engineer's receipt of the following Final Map for review:

Tract	Location	Developer	Number of Units/Lots	Type
8452	PA-3 The DC (Dublin Centre)	Landsea Homes, Inc.	170 Units	Single Family, Condominium, ADU

The DC (Dublin Centre) development (formerly the SCS Property) is bounded by Tassajara Road, Gleason Drive, Brannigan Street, and Dublin Boulevard. The development is divided into four planning areas (PA-1, PA-2, PA-3, and PA-4). PA-3 (Tract 8452) is located between Central Parkway and Gleason Drive. The developer has submitted the final map for PA-3 (Tract 8452) for review by Staff.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Draft Tract 8452 Final Map

OWNER'S STATEMENT

THE UNDERSIGNED DO HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE TRACT BOUNDARY LINE OF THIS FINAL MAP ENTITLED "TRACT 8452, PA-3 THE DC DUBLIN CENTRE, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF THIRTEEN (13) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT THEY CONSENT TO THE PREPARATION AND FILING OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY THEIR NUMBER AND PRECISE WIDTH AND LENGTH; AND THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF GROUND RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARIES, COURSES, AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: THOSE PORTIONS OF SAID LANDS DESIGNATED ON THIS MAP AS: DIABLO VIEW STREET, AVIANO WAY, TASSAJARA ROAD, GLEASON DRIVE, BRANNIGAN STREET, AND CENTRAL PARKWAY AS PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: PARCEL A AND PARCEL B AS SHOWN UPON THIS MAP AS PUBLIC PARK.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS EMERGENCY VEHICLE ACCESS EASEMENT (EVAE), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR THE PURPOSE OF INGRESS AND EGRESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS PUBLIC ACCESS EASEMENT (PAE), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR THE PURPOSE OF PUBLIC ACCESS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS PUBLIC PEDESTRIAN ACCESS EASEMENT (PPAE), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR THE PURPOSE OF PEDESTRIAN ACCESS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS IN, UNDER, ALONG, AND ACROSS ANY AREA OR STRIP OF LAND DESIGNATED AS PUBLIC SERVICE EASEMENTS (PSE), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, DEDICATED TO THE CITY OF DUBLIN FOREVER FOR THE "PURPOSES OF PUBLIC SERVICES" (AS HEREIN DEFINED). THE "PURPOSES OF PUBLIC SERVICES" SHALL INCLUDE THE CONSTRUCTION, RECONSTRUCTION, REMOVING, REPLACING, REPAIRING, MAINTAINING, OPERATING, AND USING "PUBLIC SERVICE FACILITIES" (AS DEFINED HEREIN), AND ACCESS THROUGH THE PUBLIC SERVICE EASEMENT FOR THESE PURPOSES. "PUBLIC SERVICE FACILITIES" SHALL INCLUDE PUBLIC UTILITIES, FIRE HYDRANTS, ELECTROLIERS, IRRIGATION SYSTEMS, SIGNS AND TRAFFIC SIGNALS, AND ALL NECESSARY APPURTENANCES THERETO SUCH AS BRACES, CONNECTIONS, FASTENINGS, APPLIANCES, AND FIXTURES FOR USE IN CONNECTION THEREWITH. ALL PUBLIC SERVICE EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS OR STRUCTURES OF ANY KIND, WITH THE SOLE EXCEPTION OF PUBLIC SERVICE FACILITIES. ALL PUBLIC SERVICE EASEMENTS SHALL BE CONSIDERED PUBLIC "WAYS" AS THAT TERM IS USED IN CALIFORNIA PUBLIC UTILITIES CODE SECTION 6202, AND ALL PUBLIC UTILITIES HOLDING A VALID FRANCHISE FROM THE CITY SHALL HAVE THE RIGHT TO USE THE PUBLIC SERVICE EASEMENTS IN ACCORDANCE WITH THE TERMS OF THE FRANCHISE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENT (PUE) FOR CONSTRUCTION AND MAINTENANCE OF APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO. SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "DSRSD" ARE IRREVOCABLY OFFERED FOR DEDICATION TO DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD), OR ITS DESIGNEE IN GROSS, AS A SUBSURFACE EASEMENT AND SURFACE EASEMENT FOR POTABLE WATER AND RECYCLED WATER AND SANITARY SEWER PURPOSES, INCLUDING ACCESS THERETO, FOR CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WORKS, IMPROVEMENTS, AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NOR SHALL ANYTHING BE DONE THEREIN, NOR ACCESS RESTRICTED THERETO WHICH MAY INTERFERE WITH DSRSD'S FULL ENJOYMENT OF SAID EASEMENT. SAID "DSRSD" SHALL BE ACCEPTED BY SEPARATE INSTRUMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PRIVATE PURPOSES: THE AREAS DESIGNATED AS PRIVATE PEDESTRIAN ACCESS EASEMENT (PRPAE) ARE DEDICATED TO THE FUTURE LOT OWNERS, RESIDENTS, AND VISITORS FOR PRIVATE PEDESTRIAN ACCESS. MAINTENANCE OF SAID AREA SHALL BE THE RESPONSIBILITY OF THE MASTER HOMEOWNERS ASSOCIATION GOVERNING TRACT 8449.

OWNER'S STATEMENT (CONTINUED)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PRIVATE PURPOSES: THE AREA LABELED PARCELS "C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, AND S" (ALLEY A, ALLEY B, ALLEY C, ALLEY D, ALLEY E, ALLEY F, WRENLY STREET, VIGNETTE STREET, CALIOPE STREET, LARKFIELD STREET, BELARMINE STREET, AMRO STREET, LOCKLYN STREET, AND PRIORY STREET) ARE DEDICATED TO THE FUTURE LOT OWNERS, RESIDENTS, AND VISITORS OF THIS SUBDIVISION FOR PRIVATE STREET PURPOSES.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES AND/OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

OWNER:

LANDSEA HOMES, INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____

ON _____, 20__, BEFORE ME,_____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____ AND
_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE: _____

PRINT NAME: _____
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

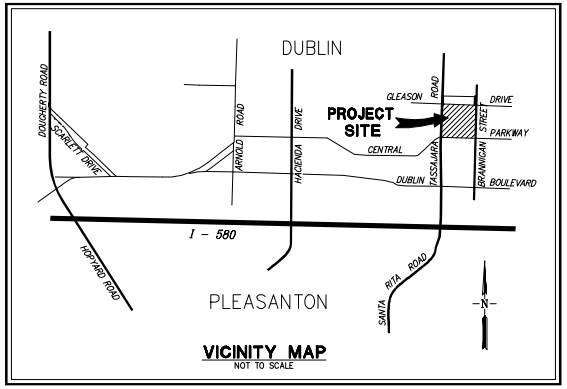
COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 20__, AT _____M., IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA, STATE OF CALIFORNIA.

FEE: $_____ DOCUMENT NO. _____

MELISSA WILK
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER



VICINITY MAP
NOT TO SCALE

TRACT 8452
PA-3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
FILED IN BOOK 308 OF PARCEL MAPS
AT PAGES 13 THROUGH 18
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA2 SHEET 1 OF 13 SHEETS

APN: 985-0051-006

G:\JOBS2017\171026\SURVEY\CAD FILES\FINAL MAP 171026PA3\FINOR PAGLINE 6/28/2024 1:25:58 PM ALAN WALLIN

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LANDSEA HOMES, INC. IN JANUARY 2023. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

_____
SCOTT A. SHORTLIDGE, L.S. 6441 DATE

CITY ENGINEER'S STATEMENT

I, LAURIE L. SUCGANG, CITY ENGINEER OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8452, PA-3 THE DC DUBLIN CENTRE, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF THIRTEEN (13) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, AND THAT THE FINAL MAP WAS PRESENTED TO ME AS PROVIDED BY LOCAL ORDINANCE THIS _____ DAY OF _____, 20__, AND THAT THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT I APPROVE SAID MAP AND ACCEPT, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE CITY OF DUBLIN, DIABLO VIEW STREET, AVIANO WAY, GLEASON DRIVE, TASSAJARA ROAD, CENTRAL PARKWAY, BRANNIGAN STREET, EMERGENCY VEHICLE ACCESS EASEMENT (EVAE), PUBLIC SERVICE EASEMENT (PSE), PUBLIC UTILITY EASEMENT (PUE), AND PUBLIC PEDESTRIAN ACCESS EASEMENT (PPAE), OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND HEREBY REJECT THE DUBLIN SAN RAMON SERVICES DISTRICT EASEMENT (DSRSD) OFFER OF DEDICATION, AND REJECT ON BEHALF OF THE CITY OF DUBLIN THE OFFER OF DEDICATION OF THE LAND DESIGNATED AS PARCEL A (PUBLIC PARK) AND PARCEL B (PUBLIC PARK).

I FURTHER STATE, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 66434(G) OF THE SUBDIVISION MAP ACT, THE ABANDONMENT OF THE EASEMENTS LISTED ON SHEET 3 OF THIS MAP.

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP ARE APPROVED AND ARE FILED WITH THE CITY.

REGISTERED PROFESSIONAL ENGINEER
LAURIE L. SUCGANG
No. 73022
CIVIL
STATE OF CALIFORNIA

_____
LAURIE L. SUCGANG, R.C.E. 73022 DATE
CITY ENGINEER
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

ACTING CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED "TRACT 8452, PA-3 THE DC DUBLIN CENTRE, CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA" AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR
JONATHAN J. CORREA
No. 8950
STATE OF CALIFORNIA

_____
JONATHAN J. CORREA, P.L.S. NO. 8950 DATE
ACTING CITY SURVEYOR
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

☐ AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.

☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20__.

ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

SOIL REPORT

A GEOTECHNICAL INVESTIGATION AND REPORT ENTITLED "PRELIMINARY GEOTECHNICAL ASSESSMENT ON THE DUBLIN CENTER AT TASSAJARA ROAD, DUBLIN, CALIFORNIA", DATED MARCH 6, 2024, PROJECT NO. K020.G, WAS PREPARED BY QUANTUM GEOTECHNICAL, INC., AND FILED WITH THE CITY OF DUBLIN, CALIFORNIA.

TRACT 8452
PA-3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
FILED IN BOOK 308 OF PARCEL MAPS
AT PAGES 13 THROUGH 18
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

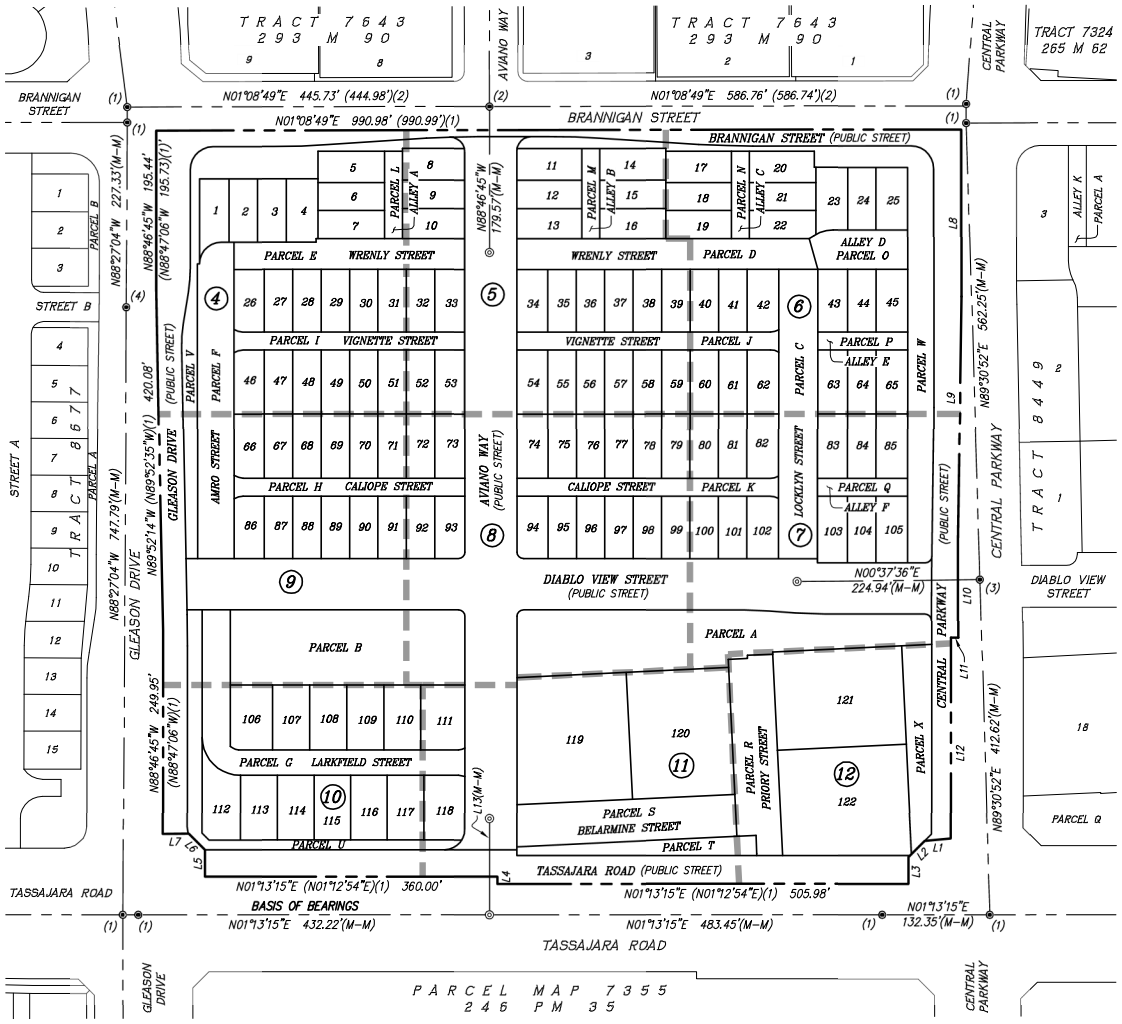
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA3 SHEET 2 OF 13 SHEETS

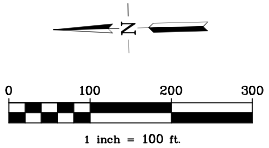
G:\JOBS2017\171026\SURVEY\CAD FILES\FINAL MAP 171026PA3\TRACT 8452 PA3.DWG 6/26/2024 1:31:33 PM ALAN MALLEN

BOUNDARY MAP

AREA WITHIN TRACT MAP
BOUNDARY LINE = 20.69+±ACRES



Line Table		
Line	Bearing	Distance
L1	N04°15'46"W (N04°16'07"W)(1)	32.15'
L2	N43°46'45"W (N43°47'06"W)(1)	28.28'
L3	N88°46'45"W (N88°47'06"W)(1)	32.99' (33.00')(1)
L4	N88°46'45"W (N88°47'06"W)(1)	9.00'
L5	N88°46'45"W (N88°47'06"W)(1)	33.01' (33.00')(1)
L6	N46°13'15"E (N46°12'54"E)(1)	28.27'(28.28')(1)
L7	N00°45'53"E (N00°45'32"E)(1)	32.00'
L8	N88°46'45"W (N88°47'06"W)(1)	205.71' (205.88')(1)
L9	N88°00'55"W (N88°01'16"W)(1)	300.03'
L10	N88°46'45"W (N88°47'06"W)(1)	119.79'
L11	N01°13'15"E (N01°12'54"E)(1)	9.00'
L12	N88°46'45"W (N88°47'06"W)(1)	246.86'
L13	N88°46'45"W	118.48'



ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE EASEMENTS LISTED BELOW, AS THEY AFFECT THE PARCELS BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON:

1. PUBLIC UTILITY EASEMENT PER RE 238, IM 939.
2. PUBLIC SERVICE/UTILITY EASEMENT PER 2004-050348

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

REFERENCES:

(1) PARCEL MAP 9512 - 308 PM 13
(2) TRACT 7643 - 293 M 90
(3) TRACT 8449
(4) TRACT 8677

LEGEND

- TRACT BOUNDARY LINE
- LOT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- NEW EASEMENT LINE AS NOTED
- EXISTING EASEMENT LINE AS NOTED
- EXISTING LOT LINE
- ◎ SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441
- ◉ FOUND STREET MONUMENT PER REFERENCE AS NOTED
- EX. EXISTING
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- DSRSD DUBLIN SAN RAMON SERVICES DISTRICT
- PPAE PUBLIC PEDESTRIAN ACCESS EASEMENT
- PRPAE PRIVATE PEDESTRIAN ACCESS EASEMENT
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- (DATA)(1) RECORD DATA & REFERENCE
- SHEET LIMIT
- (4) SHEET NUMBER

TRACT 8452
PA-3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
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CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA3 SHEET 3 OF 13 SHEETS

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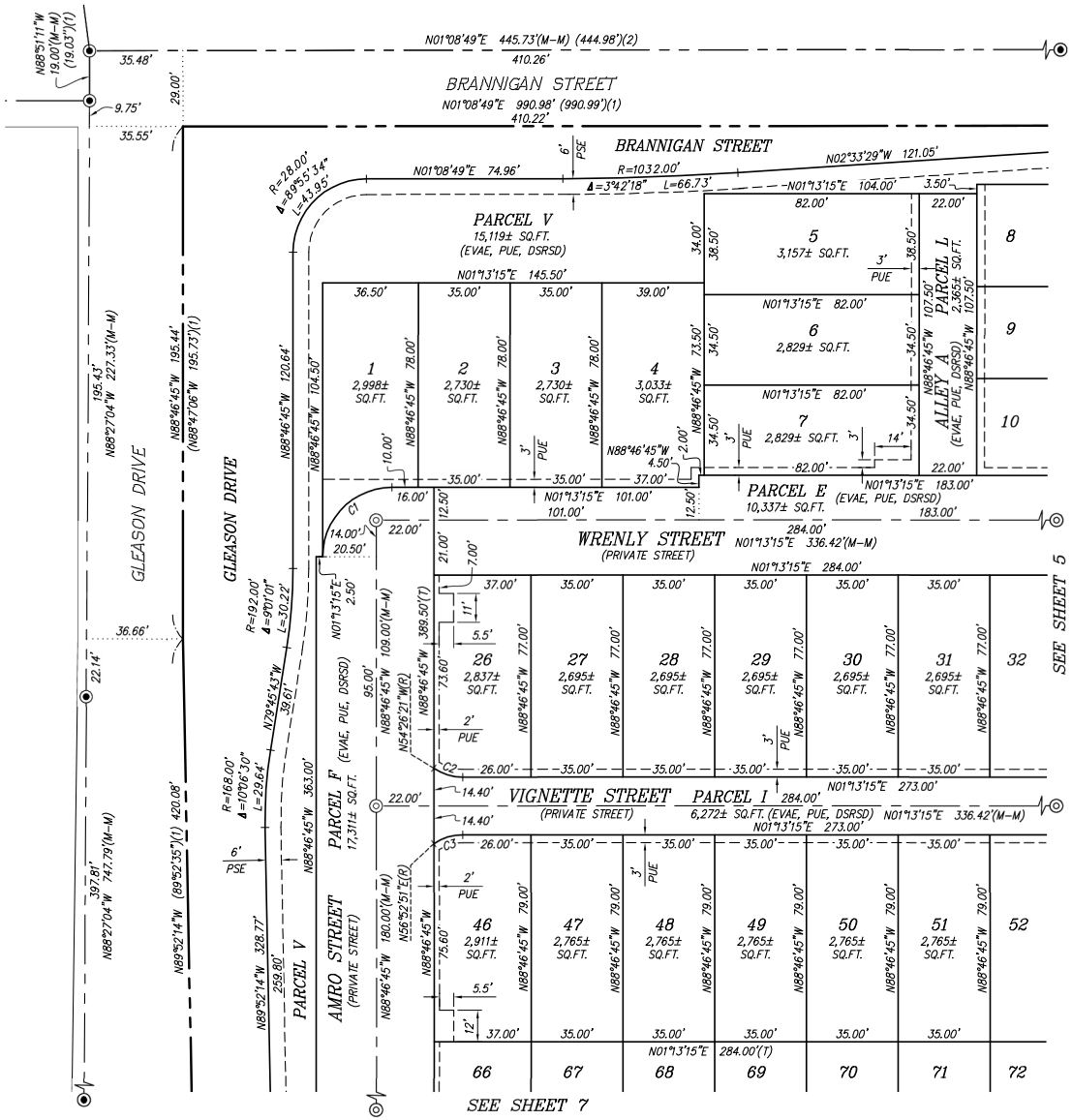
BRANNIGAN STREET
N01°08'49"E 445.73'(M-M) (444.98')(2)
410.26'
N01°08'49"E 990.98' (990.99')(1)
410.22'
N89°51'11"W 19.00'(M-M) (19.03')(1)
35.48'
29.00'
9.75'
35.55'
BRANNIGAN STREET
N01°08'49"E 74.96'
R=1032.00'
Δ=3°42'18" L=66.73'
N02°33'29"W 121.05'
N01°13'15"E 104.00'
3.50'
R=28.00' Δ=89°55'34" L=43.95'
PARCEL V
15,119± SQ.FT.
(EVAE, PUE, DSRSD)
N01°13'15"E 145.50'
5
3,157± SQ.FT.
6
2,829± SQ.FT.
7
2,829± SQ.FT.
PARCEL L
2,365± SQ.FT.
ALLEY A
(EVAE, PUE, DSRSD)
8
9
10
1
2,998± SQ.FT.
2
2,730± SQ.FT.
3
2,730± SQ.FT.
4
3,033± SQ.FT.
PARCEL E
10,337± SQ.FT.
(EVAE, PUE, DSRSD)
183.00'
WRENLY STREET
(PRIVATE STREET)
N01°13'15"E 336.42'(M-M)
284.00'
N01°13'15"E 284.00'
26
2,837± SQ.FT.
27
2,695± SQ.FT.
28
2,695± SQ.FT.
29
2,695± SQ.FT.
30
2,695± SQ.FT.
31
2,695± SQ.FT.
32
SEE SHEET 5
VIGNETTE STREET
(PRIVATE STREET)
PARCEL I
6,272± SQ.FT. (EVAE, PUE, DSRSD)
N01°13'15"E 273.00'
N01°13'15"E 336.42'(M-M)
46
2,911± SQ.FT.
47
2,765± SQ.FT.
48
2,765± SQ.FT.
49
2,765± SQ.FT.
50
2,765± SQ.FT.
51
2,765± SQ.FT.
52
66
67
68
69
70
71
72
N01°13'15"E 284.00'(T)
SEE SHEET 7
GLEASON DRIVE
N88°27'04"W 227.33'(M-M)
195.43'
N88°46'45"W 195.44'
(N88°47'06"W 195.73')(1)
36.66'
22.14'
R=192.00' Δ=9°01'00" L=30.22'
R=168.00' Δ=10°06'30" L=29.64'
N79°45'43"W 39.61'
PARCEL F
17,311± SQ.FT.
(EVAE, PUE, DSRSD)
AMRO STREET
(PRIVATE STREET)
PARCEL V
N89°52'14"W 328.77'
N89°52'14"W (89°52'35")(1) 420.08'
N88°27'04"W 747.79'(M-M)
397.81'
N88°46'45"W 363.00'
N88°46'45"W 120.64'
N88°46'45"W 104.50'
N01°13'15"E 389.50'(T)
109.00'(M-M)
N88°46'45"W 95.00'
N54°26'21"W(R)
180.00'(M-M)
N56°52'51"E(R)
N88°46'45"W 75.60'
N88°46'45"W 73.60'
N88°46'45"W 77.00'
N88°46'45"W 79.00'
N88°46'45"W 77.00'
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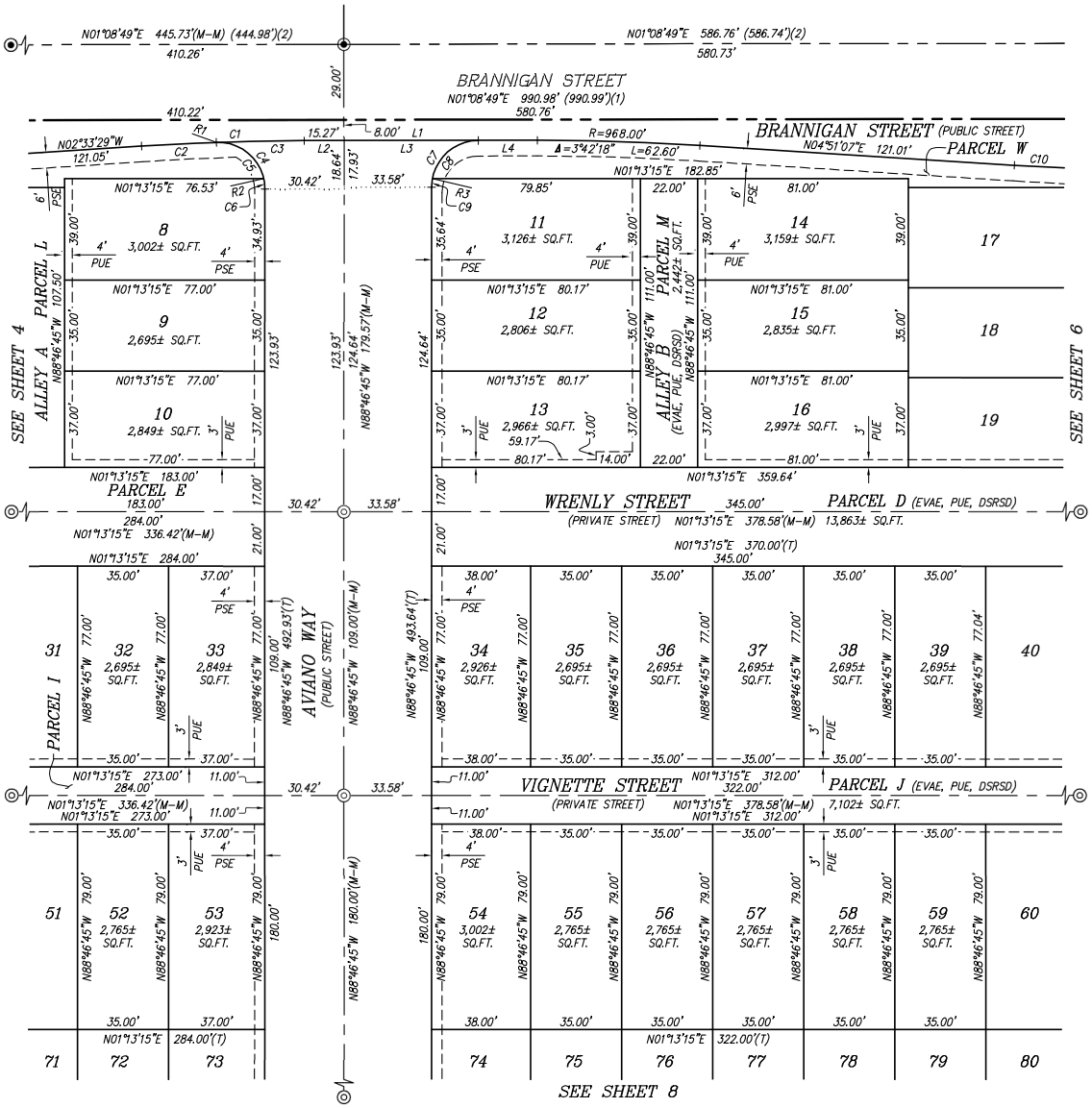
N88°46'45"W 79.00



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°08'49"E	89.40'
L2	N01°08'49"E	15.27'
L3	N01°08'49"E	51.56'
L4	N01°08'49"E	22.57'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	968.00'	3°42'18"	62.60'
C2	968.00'	1°42'14"	28.79'
C3	968.00'	2°00'04"	33.81'
C4	18.00'	92°04'31"	28.93'
C5	18.00'	79°00'24"	24.82'
C6	18.00'	13°04'06"	4.11'
C7	18.00'	89°55'34"	28.25'
C8	18.00'	79°09'46"	24.87'
C9	18.00'	10°45'47"	3.38'
C10	1032.00'	3°42'18"	66.73'

RADIAL BEARING TABLE	
NO.	BEARING
R1	N89°08'45"E
R2	N11°50'51"W
R3	N11°59'03"E

0 30 60 90

1 inch = 30 ft.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

REFERENCES:

(1) PARCEL MAP 9512 – 308 PM 13
(2) TRACT 7643 – 293 M 90
(3) TRACT 8449
(4) TRACT 8677

LEGEND

TRACT BOUNDARY LINE
LOT LINE
MONUMENT LINE
MONUMENT TIE LINE
NEW EASEMENT LINE AS NOTED
EXISTING EASEMENT LINE AS NOTED
EXISTING LOT LINE

◎ SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441
◉ FOUND STREET MONUMENT PER REFERENCE AS NOTED

EX.	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DSRSD	DUBLIN SAN RAMON SERVICES DISTRICT
PPAE	PUBLIC PEDESTRIAN ACCESS EASEMENT
PRPAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
(M–M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE

TRACT 8452
PA–3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
FILED IN BOOK 308 OF PARCEL MAPS
AT PAGES 13 THROUGH 18
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA3 SHEET 5 OF 13 SHEETS

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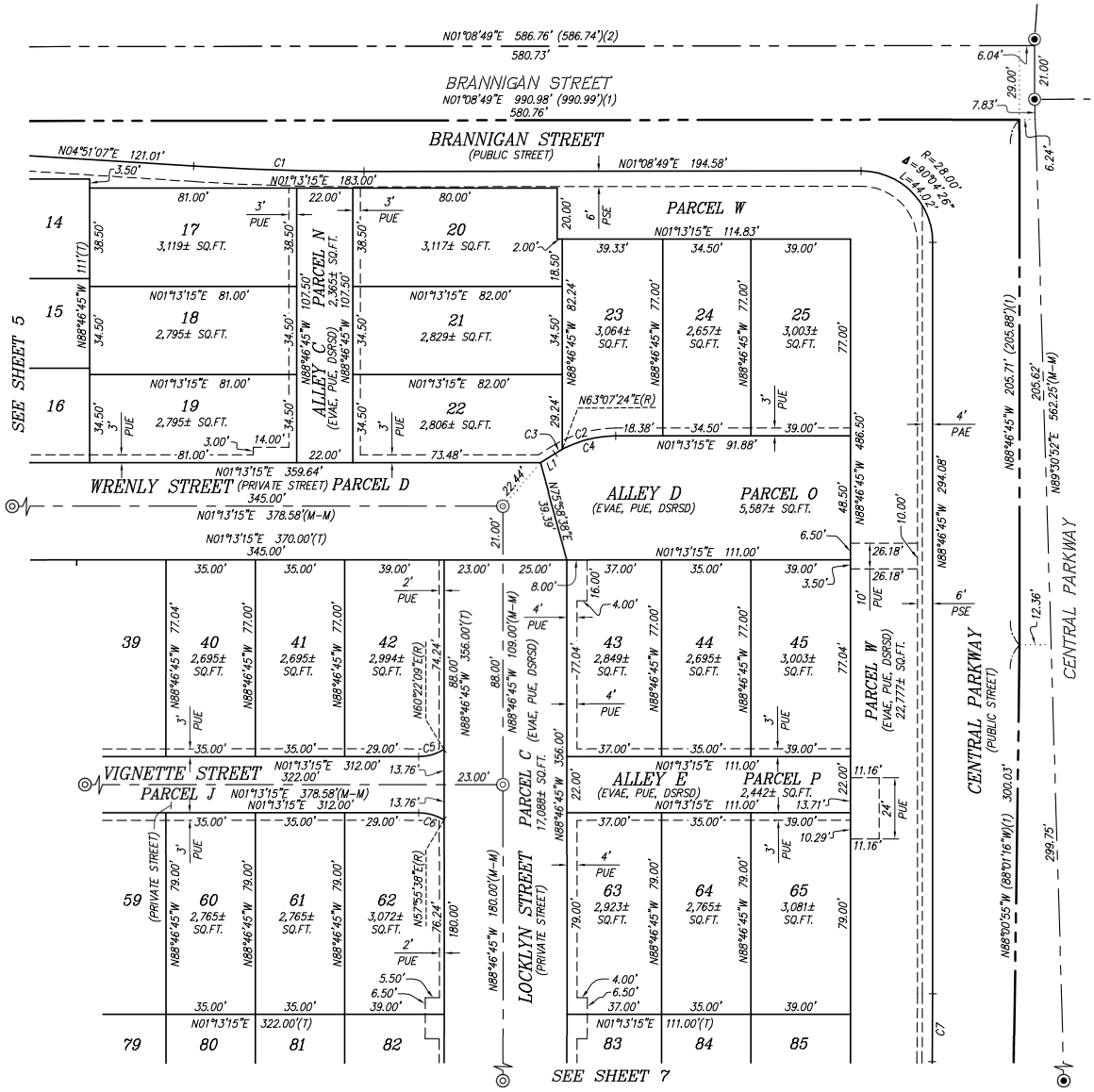

LINE TABLE		
LINE	BEARING	LENGTH
L1	N31°08'54"W	6.70'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1032.00'	3°42'18"	66.73'
C2	44.50'	28°05'51"	21.82'
C3	44.50'	4°16'18"	3.32'
C4	44.50'	32°22'10"	25.14'
C5	19.50'	30°51'07"	10.50'
C6	19.50'	30°51'07"	10.50'
C7	2000.00'	0°45'50"	26.66'

N

0 30 60 90

1 inch = 30 ft.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

REFERENCES:

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(2) TRACT 7643 – 293 M 90
(3) TRACT 8449
(4) TRACT 8677

LEGEND

TRACT BOUNDARY LINE
LOT LINE
MONUMENT LINE
MONUMENT TIE LINE
NEW EASEMENT LINE AS NOTED
EXISTING EASEMENT LINE AS NOTED
EXISTING LOT LINE

◎ SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441
◉ FOUND STREET MONUMENT PER REFERENCE AS NOTED

EX.	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DSRSD	DUBLIN SAN RAMON SERVICES DISTRICT
PPAE	PUBLIC PEDESTRIAN ACCESS EASEMENT
PRPAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE

TRACT 8452
PA-3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
FILED IN BOOK 308 OF PARCEL MAPS
AT PAGES 13 THROUGH 18
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA3 SHEET 6 OF 13 SHEETS

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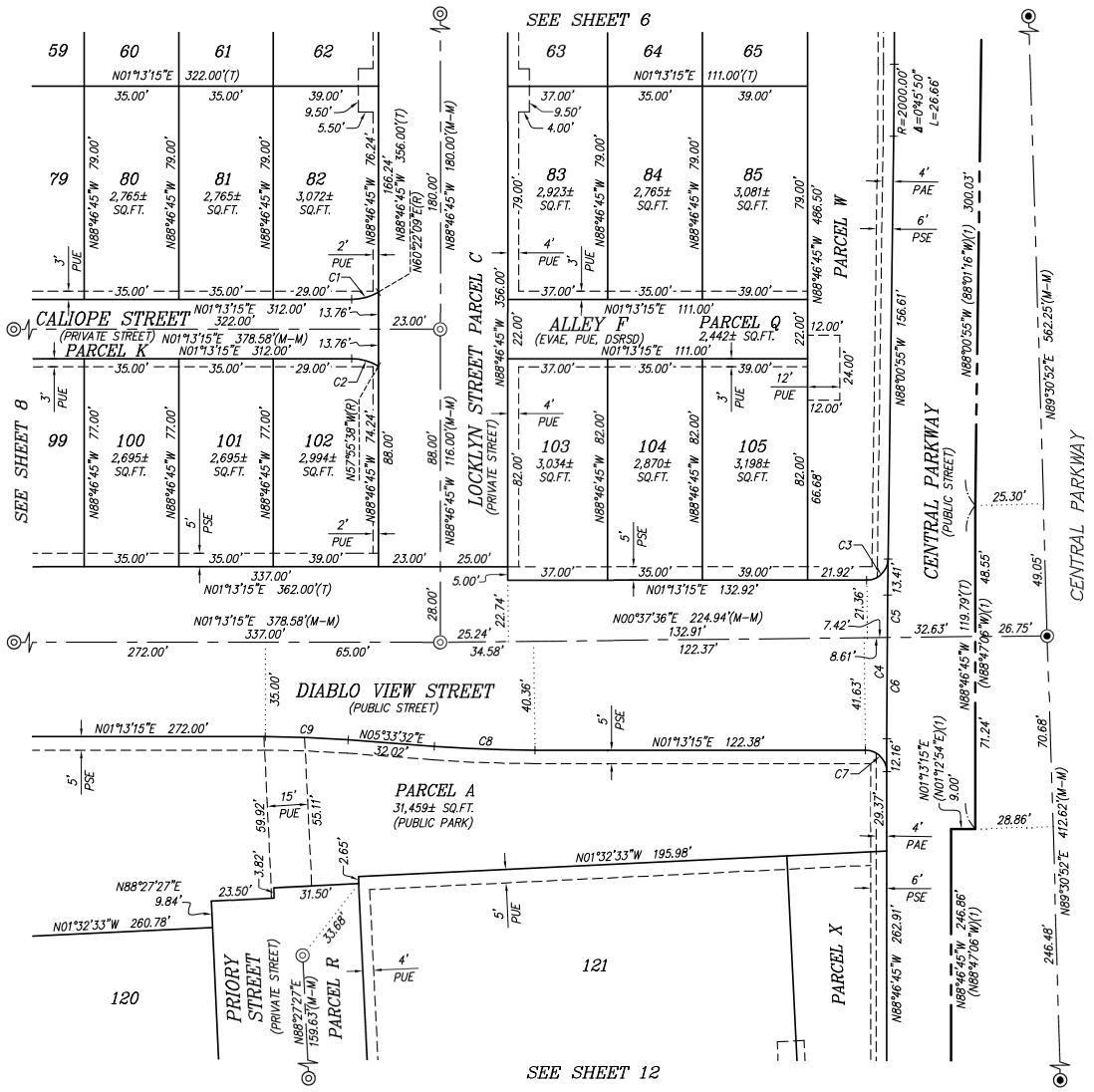

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	19.50'	30°51'07"	10.50'
C2	19.50'	30°51'07"	10.50'
C3	8.00'	89°14'10"	12.46'
C4	4000.00'	0°45'50"	53.33'
C5	4000.00'	0°13'33"	15.77'
C6	4000.00'	0°32'17"	37.56'
C7	8.00'	90°00'00"	12.57'
C8	493.00'	4°20'17"	37.33'
C9	407.00'	4°20'17"	30.81'

0 30 60 90

1 inch = 30 ft.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

REFERENCES:

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(2) TRACT 7643 – 293 M 90
(3) TRACT 8449
(4) TRACT 8677

LEGEND

TRACT BOUNDARY LINE
LOT LINE
MONUMENT LINE
MONUMENT TIE LINE
NEW EASEMENT LINE AS NOTED
EXISTING EASEMENT LINE AS NOTED
EXISTING LOT LINE

◎ SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441

◉ FOUND STREET MONUMENT PER REFERENCE AS NOTED

EX.	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DSRSD	DUBLIN SAN RAMON SERVICES DISTRICT
PPAE	PUBLIC PEDESTRIAN ACCESS EASEMENT
PRPAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE

TRACT 8452
PA-3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
FILED IN BOOK 308 OF PARCEL MAPS
AT PAGES 13 THROUGH 18
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA3 SHEET 7 OF 13 SHEETS

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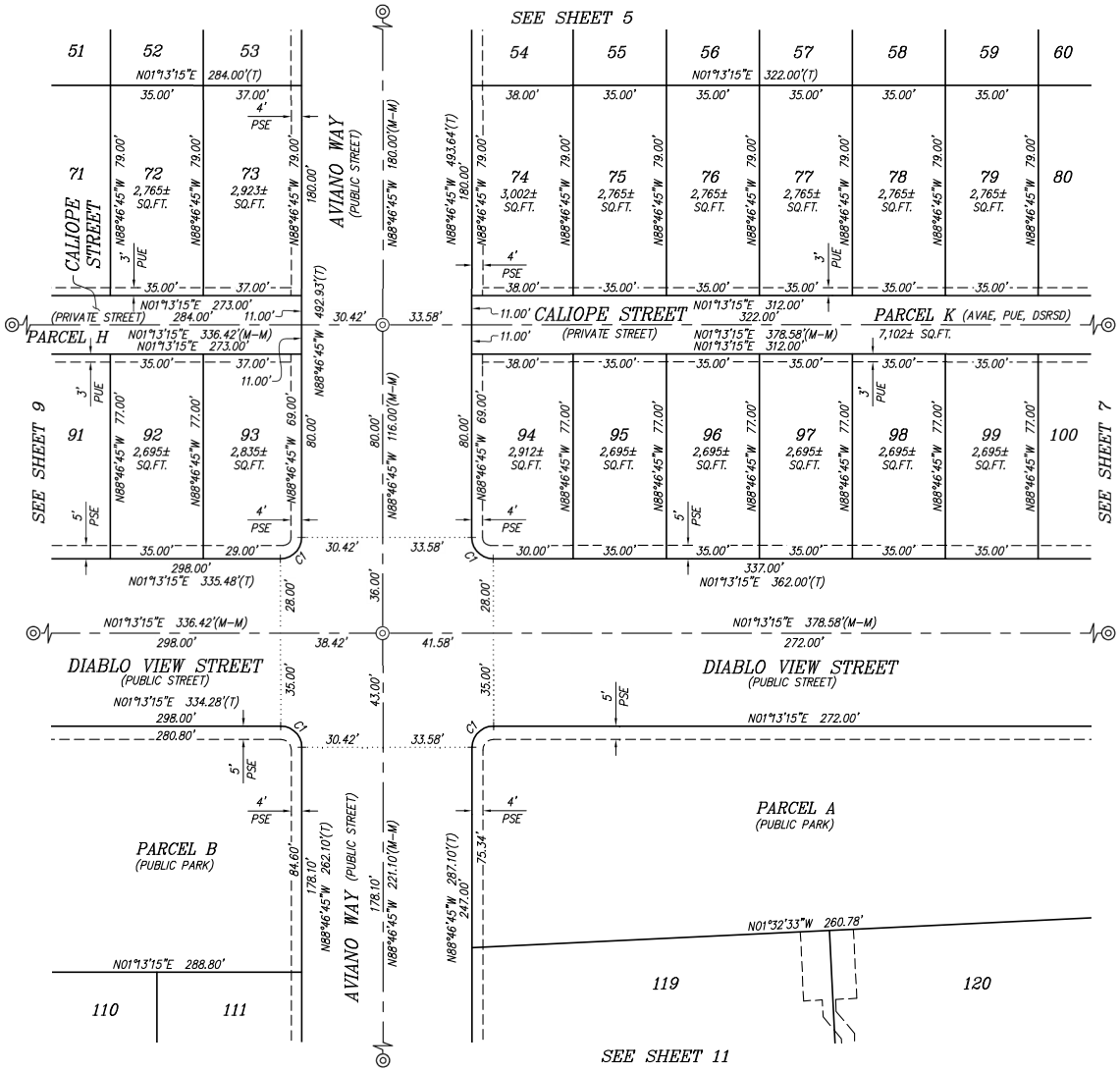

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	8.00'	90°00'00"	12.57'

N

0 30 60 90

1 inch = 30 ft.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

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(2) TRACT 7643 – 293 M 90
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(4) TRACT 8677

LEGEND

TRACT BOUNDARY LINE
LOT LINE
MONUMENT LINE
MONUMENT TIE LINE
NEW EASEMENT LINE AS NOTED
EXISTING EASEMENT LINE AS NOTED
EXISTING LOT LINE

◎ SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441
◉ FOUND STREET MONUMENT PER REFERENCE AS NOTED

EX.	EXISTING
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(M–M)	MONUMENT TO MONUMENT
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(DATA)(1)	RECORD DATA & REFERENCE

TRACT 8452
PA–3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
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CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

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JULY 2024

JOB NO. 171026PA3 SHEET 8 OF 13 SHEETS

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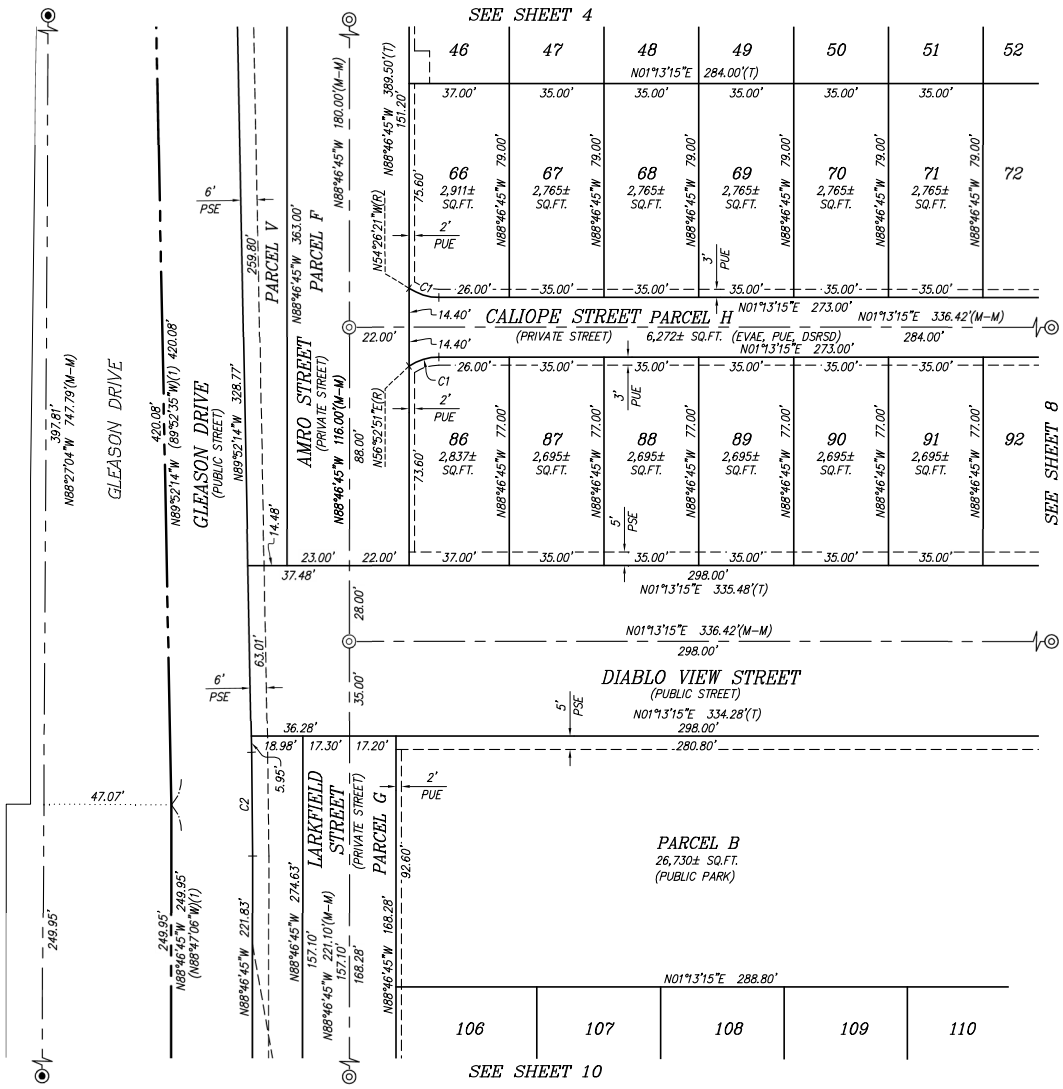

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	19.50'	34°20'24"	11.69'
C2	2012.00'	1°05'29"	38.33'

N

0 30 60 90

1 inch = 30 ft.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

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LEGEND

TRACT BOUNDARY LINE
LOT LINE
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EX.	EXISTING
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TRACT 8452
PA-3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
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CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
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JULY 2024

JOB NO. 171026PA3 SHEET 9 OF 13 SHEETS

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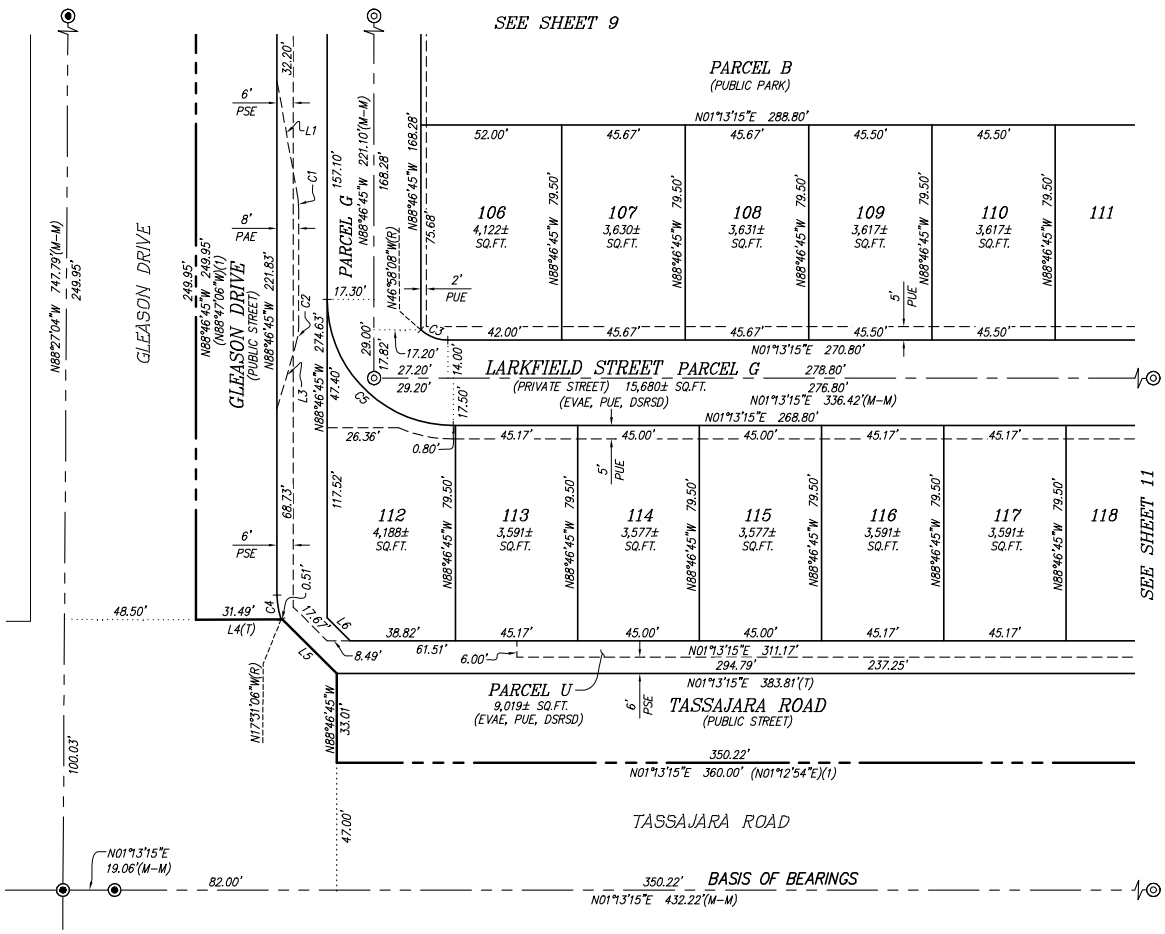

LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°10'32"E	44.11'
L2	N88°46'45"W	43.70'
L3	N72°31'08"W	25.71'
L4	N00°45'53"E	32.00'
L5	N46°13'15"E	28.27'
L6	N46°13'15"E	11.99'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	10°02'43"	3.51'
C2	20.00'	16°15'37"	5.68'
C3	15.00'	41°48'37"	10.95'
C4	28.00'	18°44'21"	9.16'
C5	46.50'	90°00'00"	73.04'

N

0 30 60 90

1 inch = 30 ft.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

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(2) TRACT 7643 – 293 M 90
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LEGEND

TRACT BOUNDARY LINE
LOT LINE
MONUMENT LINE
MONUMENT TIE LINE
NEW EASEMENT LINE AS NOTED
EXISTING EASEMENT LINE AS NOTED
EXISTING LOT LINE

◎ SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441
◉ FOUND STREET MONUMENT PER REFERENCE AS NOTED

EX.	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DSRSD	DUBLIN SAN RAMON SERVICES DISTRICT
PPAE	PUBLIC PEDESTRIAN ACCESS EASEMENT
PRPAE	PRIVATE PEDESTRIAN ACCESS EASEMENT
(M–M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE

TRACT 8452
PA–3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
FILED IN BOOK 308 OF PARCEL MAPS
AT PAGES 13 THROUGH 18
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA3 SHEET 10 OF 13 SHEETS

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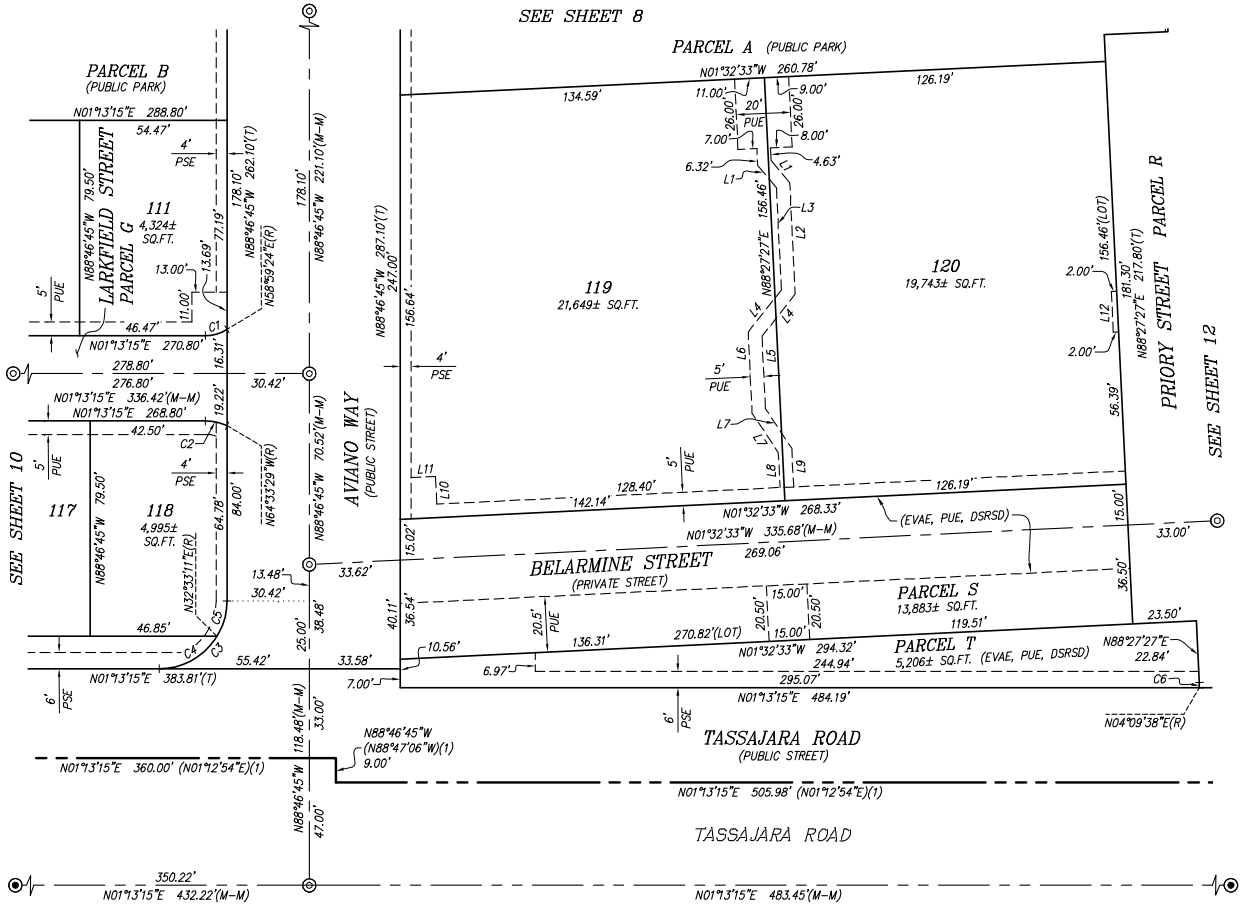

LINE TABLE		
LINE	BEARING	LENGTH
L1	N51°10'20"E	10.73'
L2	N88°27'27"E	41.28'
L3	N88°27'27"E	37.71'
L4	N50°22'47"W	19.75'
L5	N88°27'27"E	26.81'
L6	N88°27'27"E	30.07'
L7	N57°34'51"E	17.54'
L8	N88°27'27"E	12.90'
L9	N88°27'27"E	14.28'
L10	N88°27'27"E	10.22'
L11	N01°18'47"W	9.00'
L12	N88°27'27"E	15.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	15.00'	32°13'51"	8.44'
C2	19.50'	24°13'15"	8.24'
C3	25.00'	90°00'00"	39.27'
C4	25.00'	58°40'04"	25.60'
C5	25.00'	31°19'56"	13.67'
C6	19.50'	5°42'11"	1.94'

N

0 30 60 90

1 inch = 30 ft.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

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LEGEND

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(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL
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TRACT 8452
PA-3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
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ALAMEDA COUNTY, CALIFORNIA

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PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA3 SHEET 11 OF 13 SHEETS

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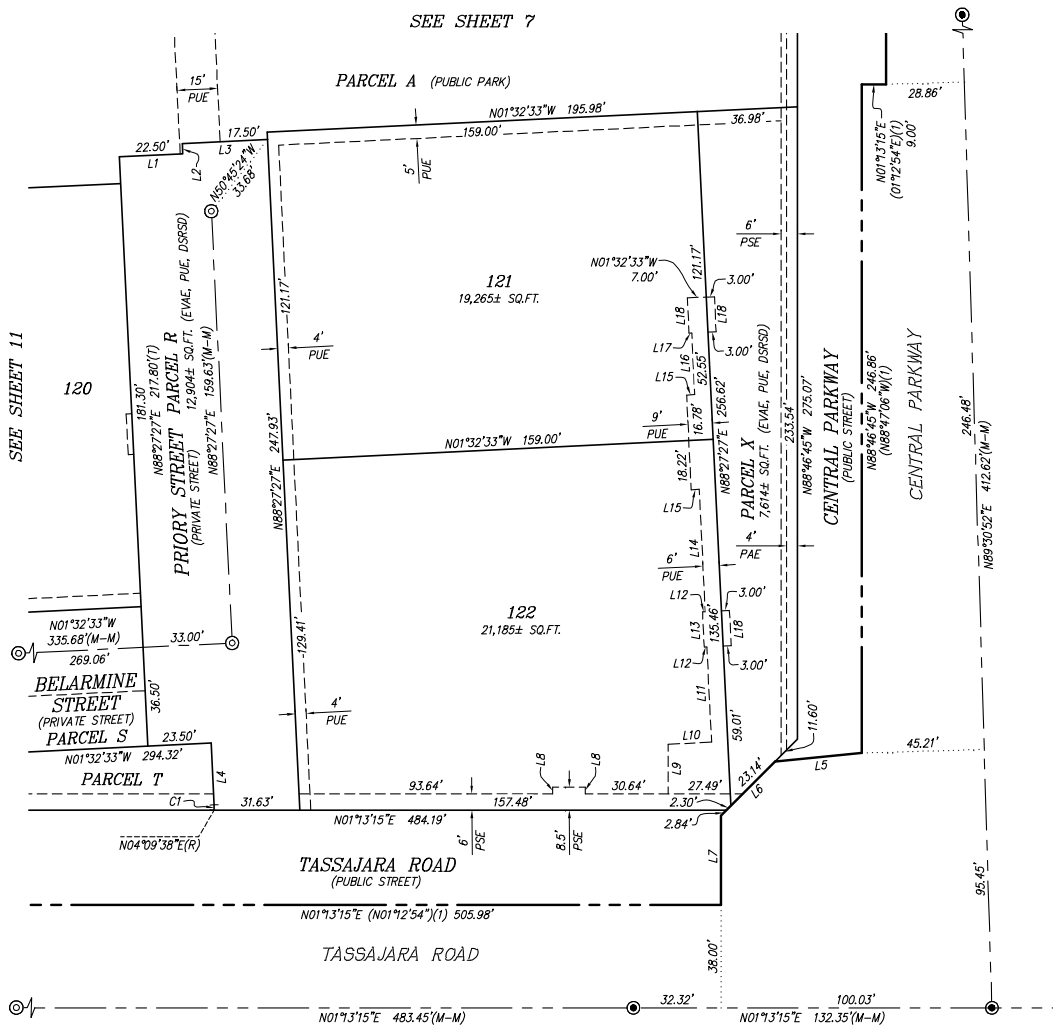

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°32'33"W	23.50'
L2	N88°27'27"E	3.82'
L3	N01°32'33"W	31.50'
L4	N88°27'27"E	22.84'
L5	N04°15'46"W	32.15'
L6	N43°46'45"W	28.28'
L7	N88°46'45"W	32.99'
L8	N88°46'45"W	2.50'
L9	N88°46'45"W	18.32'
L10	N01°32'33"W	16.00'
L11	N88°27'27"E	35.22'
L12	N01°32'33"W	1.00'
L13	N88°27'27"E	13.00'
L14	N88°27'27"E	45.23'
L15	N01°32'33"W	3.00'
L16	N88°27'27"E	22.77'
L17	N01°32'33"W	1.00'
L18	N88°27'27"E	13.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	19.50'	5°42'11"	1.94'

N

0 30 60 90

1 inch = 30 ft.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

THE BEARING "N01°13'15"E" BETWEEN FOUND MONUMENTS ON TASSAJARA ROAD AS SHOWN ON THE RECORD OF SURVEY NO. 1265, BOOK 61 OF RECORD OF SURVEYS PAGE 61, OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS BEARINGS FOR THIS MAP.

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LEGEND

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MONUMENT LINE
MONUMENT TIE LINE
NEW EASEMENT LINE AS NOTED
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EXISTING LOT LINE

◎ SET CITY OF DUBLIN STANDARD MONUMENT STAMPED LS 6441
◉ FOUND STREET MONUMENT PER REFERENCE AS NOTED

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(M–M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE

TRACT 8452
PA–3
THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
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CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
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PLEASANTON, CALIFORNIA
JULY 2024

JOB NO. 171026PA3 SHEET 12 OF 13 SHEETS

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TRACT 8452

PA-3

THE DC DUBLIN CENTRE

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP 9512
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ALAMEDA COUNTY, CALIFORNIA

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CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2024

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER PLPA-2023-00029) CONDITIONS OF APPROVAL DATED FEBRUARY 13, 2024.

2. THE REAL PROPERTY DESIGNATED AS PARCELS "T", "U", "V", "W", AND "X" ARE RESERVED AS COMMON AREA. MAINTENANCE OF SAID AREAS SHALL BE THE RESPONSIBILITY OF THE MASTER HOMEOWNERS ASSOCIATION GOVERNING TRACT 8452.

3. THE REAL PROPERTY DESCRIBED HEREON IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) THAT GOVERN THIS SUBDIVISION AND ANY AMENDMENTS THERETO APPROVED IN ACCORDANCE WITH THEIR TERMS.

WRITER: AMY AM 08:15 2024 RJA/DWG/171026PA3 FINAL MAP/171026PA3 FINAL MAP.DWG

Agenda Item 5.6

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Hexcel Redevelopment (PLPA-2022-00038)
Prepared by: Gaspare Annibale, Associate Planner

EXECUTIVE SUMMARY:

On March 19, 2024 and September 17, 2024, the City Council held a public hearing to consider the Hexcel Redevelopment project, which includes the redevelopment of an 8.81-acre site located at 11711 Dublin Boulevard. The project would demolish the existing 62,175-square-foot former Hexcel research and development building and construct a new 125,532-square-foot light industrial building to appeal to advanced manufacturing and life science uses with 217 parking stalls and related site improvements. Requested approvals include certification of a Final Environmental Impact Report, a Planned Development Rezone with a Stage 1 and Stage 2 Development Plan, Site Development Review Permit, and Heritage Tree Removal Permit. The City Council certified the Final Environmental Impact Report, introduced the Planned Development Zoning Ordinance and adopted a Resolution approving the Site Development Review Permit and Heritage Tree Removal Permit. The City Council is now being asked to waive the second reading and adopt the Ordinance approving the Planned Development Rezone for the Hexcel Redevelopment project.

STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Amending the Zoning Map and Approving a Planned Development Zoning District With a Stage 1 and Stage 2 Development Plan for the Hexcel Redevelopment project.

FINANCIAL IMPACT:

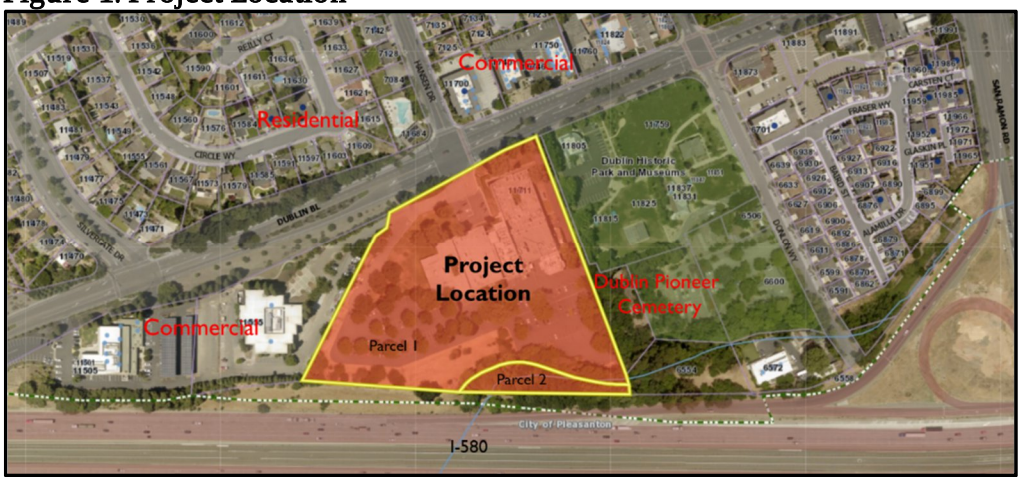
The cost associated with processing the project application is borne by the Applicant.

DESCRIPTION:

Background

Overton Moore Properties is proposing to demolish the existing 62,175-square-foot former Hexcel research and development building located 11711 Dublin Boulevard and construct a new 125,532-square-foot light industrial building to appeal to advanced manufacturing and life science uses. Requested approvals include a Planned Development Rezone with a Stage 1 and Stage 2 Development Plan, Site Development Review Permit, and Heritage Tree Removal Permit.

Figure 1. Project Location



The City Council held public hearings to consider the proposed project on March 19, 2024 and on September 17, 2024. Please refer to Attachments 2 and 3 for a complete discussion of the proposed project. On September 17, 2024, the City Council adopted Resolution No. 105-24 certifying the Final Environmental Impact Report, waived the first reading and introduced an Ordinance amending the zoning map and approving the Planned Development Zoning District with a Stage 1 and Stage 2 Development Plan, and adopted Resolution No. 106-24 approving a Site Development Review Permit and Heritage Tree Removal Permit.

The City Council is now being asked to waive the second reading and adopt the Ordinance (Attachment 1) amending the Zoning Map and approving a Planned Development Zoning District with a Stage 1 and Stage 2 Development Plan.

ENVIRONMENTAL DETERMINATION:

On May 15, 2023, the City issued a Notice of Preparation for an Environmental Impact Report (EIR) and held a public scoping meeting on May 25, 2023. The City received three letters regarding the scope of the EIR. Subsequently, a Draft EIR was prepared for the proposed project and circulated for a 45-day public review period from August 21, 2023, to October 5, 2023. The City received three comment letters during the public review period. In addition, a fourth letter was received after the public review period. Responses were prepared for each of the comments received by the City. The Draft EIR, comments and associated responses, and changes and clarifications to the Draft EIR constitute the Final EIR. On September 17, 2024, the City Council

adopted Resolution No. 105-24 certifying the Final Environmental Impact Report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plan for the Hexcel Redevelopment Project
2) City Council Staff Report dated March 19, 2024, without attachments
3) City Council Staff Report dated September 17, 2024, without attachments

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE ZONING MAP AND APPROVING A PLANNED DEVELOPMENT ZONING DISTRICT WITH A STAGE 1 AND STAGE 2 DEVELOPMENT PLAN FOR THE HEXCEL REDEVELOPMENT PROJECT PLPA 2022-00038 (APNS 941-1560-009-01 AND 941-1560-003-04)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The property owner, Overton Moore Properties, proposes to redevelop an 8.81-acre site located at 11711 Dublin Boulevard. The project would demolish the existing 62,175-square-foot Hexcel research and development building and construct a new 125,532-square-foot light industrial building to appeal to advanced manufacturing and life science uses with 217 parking stalls and related site improvements. Requested approvals include a Planned Development Rezone Stage 1 and Stage 2 Development Plan, Site Development Review Permit and Heritage Tree Removal Permit. These planning and implementing actions are collectively known as the "Hexcel Redevelopment Project" or the "Project."

B. The Project site includes two parcels totaling approximately 8.81 acres located north of the I-580, south of Dublin Boulevard and residential and commercial uses, east of existing office buildings, and west of the U.S. Bank Branch, Dublin Heritage Park and Museums and Dublin Pioneer Cemetery.

C. The Project site has a General Plan and Dublin Village Historic Area Specific Plan land use designation of Business Park/Industrial.

D. The Project site is subject to zoning, where one half of the site is zoned Planned Development (Alameda County Ordinance No. 80-60) and the other half is zoned M-1 (Light Industrial).

E. The proposed Project is consistent with the Business Park/Industrial land use designation but requires a Planned Development Rezone to accommodate the Project.

F. The California Environmental Quality Act (CEQA), together with the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared.

G. Pursuant to the requirements of CEQA, the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures, the City prepared a Draft Environmental Impact Report (EIR) dated August 2023, and a Final EIR dated November 2023, for the proposed Project, which reflects the City's independent judgment and analysis of the potential environmental impacts of the Project.

H. The Draft EIR identified potentially significant impacts to air quality, biological resources, cultural and tribal resources, energy, geology and soils, and hazards and hazardous materials, most of which can be substantially reduced through mitigation measures.

I. The Draft EIR was circulated for 45 days for public comment from August 21, 2023, to October 5, 2023. Comments received on the Draft EIR were responded to in the Final EIR dated November 2023. The Draft EIR, comments and associated responses, and changes and clarifications to the Draft EIR constitute the Final EIR.

J. Following a properly noticed public hearing on December 12, 2023, the Planning Commission adopted Resolution No. 23-11, recommending that the City Council certify the Final EIR and adopt required CEQA Findings, and approve a Planned Development Zoning District with a Stage 1 and Stage 2 Development Plan, Site Development Review Permit and Heritage Tree Removal Permit, which Resolution is incorporated herein by reference and available for review at City Hall during normal business hours.

K. On March 19, 2024, the City Council held a properly noticed public hearing on the Project, including the Planned Development Rezone Stage 1 and Stage 2 Development Plan, Site Development Review Permit and Heritage Tree Removal Permit at which time all interested parties had the opportunity to be heard, and continued the proposed project to a date uncertain.

L. A Staff Report dated September 17, 2024, and incorporated herein by reference, described and analyzed the proposed Project, including the Planned Development Rezone Stage 1 and Stage 2 Development Plan, Site Development Review Permit, Heritage Tree Removal Permit and Final EIR, for the City Council.

M. On September 17, 2024, the City Council held a properly noticed public hearing on the Project, including the Planned Development Rezone Stage 1 and Stage 2 Development Plan, Site Development Review Permit and Heritage Tree Removal Permit at which time all interested parties had the opportunity to be heard.

N. The City Council considered the Final EIR prepared for the Project, and all above referenced reports, recommendations, and testimony prior to taking action on the Project.

O. On September 17, 2024, the City Council adopted Resolution No. 105-24 certifying the Final EIR and adopting CEQA Findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Project.

P. The City Council did hear and use independent judgment and considered all said reports, recommendations, and testimony herein above set forth.

SECTION 2: FINDINGS

A. Pursuant to Section 8.32.070 of the Dublin Municipal Code (DMC), the City Council finds as follows.

1. The Hexcel Redevelopment Project ("the Project") PD-Planned Development Zoning meets the purpose and intent of DMC Chapter 8.32, in that it provides a comprehensive development plan that will be consistent with the General Plan and Dublin Village Historic

Area Specific Plan, and protects the integrity and character of the area by creating a desirable use of land that is sensitive to surrounding land uses by virtue of the layout and design of the site plan. The Project is planned comprehensively and will follow development standards tailored to the specific needs of the site. These standards will address issues such as building setbacks, architecture, landscaping and grading. The proposed building will blend with the natural features unique to the site through design and planning. The Applicant proposes an outdoor seating area and sufficient landscaping within new bi-retention areas and the new parking lot, along the site perimeter and the frontage of the building façade, which are consistent with the provisions and regulations for development set forth therein.

2. Development of the Project under the PD-Planned Development Zoning will be harmonious and compatible with existing and future development in the surrounding area, in that the proposed Project would redevelop an existing developed site with a light industrial building catering to advanced manufacturing and life science uses, which is consistent with the General Plan and Dublin Village Historic Area Specific Plan.

B. Pursuant to DMC Sections 8.120.050 A and B, the City Council finds as follows.

1. The PD-Planned Development Zoning for the Project will be harmonious and compatible with existing and potential development in the surrounding area, in that the proposed Project would redevelop an existing developed site with a light industrial building catering to advanced manufacturing and life science uses and has taken into account adjacent land uses.

2. The Project site is physically suitable for the type and intensity of the zoning district being proposed, in that the site is flat with existing access provided from Dublin Boulevard and is served by existing public utilities. The Project site conditions were documented in the EIR prepared for the Project, and the environmental impacts that have been identified will be mitigated to the greatest degree possible. There are no major physical or topographic constraints and, thus, the site is physically suitable for the type and intensity of uses proposed through the PD-Planned Development Zoning.

3. The PD-Planned Development Zoning will not adversely affect the health or safety of persons residing or working in the vicinity, or be detrimental to the public health, safety and welfare, in that the Project will comply with all applicable development regulations and standards and will implement all adopted mitigation measures. In order to ensure adequate emergency vehicle access to all portions of the site, access is provided to the site from Dublin Boulevard.

4. The PD-Planned Development Zoning is consistent with and in conformance with the Dublin General Plan and the Dublin Village Historic Area Specific Plan, in that the proposed light industrial building is consistent with the existing Business Park/Industrial land use designation for the site, which allows non-retail businesses such as research, limited manufacturing and distribution activities, and administrative offices. The Project complies with this designation as it will provide for an attractive facility that appeals to advanced manufacturing and life science uses that will not generate nuisances related to emissions, noise, odors, or glare.

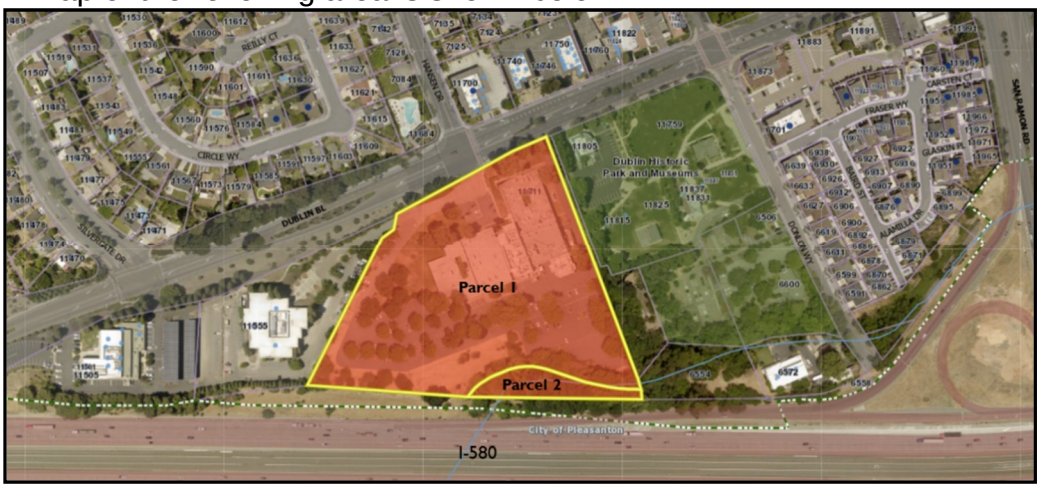
C. Pursuant to CEQA, the City Council certified a Final EIR via Resolution No. xx-24 on September 17, 2024, prior to approving the Project.

SECTION 3: ZONING MAP AMENDMENT

Pursuant to DMC Chapter 8.32, Title 8 of the City of Dublin Municipal Code, the City of Dublin Zoning Map is amended to rezone the property described below to a Planned Development Zoning District and supersedes the previously adopted Planned Development Zoning (Alameda County Ordinance No. 80-60) and M-1 Zoning (Light Industrial):

> 8.81 acres located north of the I-580, south of Dublin Boulevard, east of existing office buildings, and west of the U.S. Bank Branch, Dublin Heritage Park and Museums and Dublin Pioneer Cemetery, which includes the following Assessor's Parcel Numbers: 941-1560-009-01 AND 941-1560-003-04 ("the Property").

A map of the rezoning area is shown below:



SECTION 4. APPROVAL OF STAGE 1 AND 2 DEVELOPMENT PLAN

The regulations for the use, development, improvement, and maintenance of the Property are set forth in the following Stage 1 and Stage 2 Development Plan for the entire 8.81-acre Project area, which is hereby approved. Any amendments to the Stage 1/Stage 2 Development Plan shall be in accordance with DMC Section 8.32.080 or its successors.

Stage 1 and Stage 2 Development Plan

This is a Stage 1 and Stage 2 Development Plan pursuant to DMC Chapter 8.32. This Development Plan meets all the requirements for both a Stage 1 and Stage 2 Development Plan and is adopted as part of the PD-Planned Development rezoning for the Hexcel Redevelopment Project (PLPA-2022-00005).

The Planned Development zoning district and this Stage 1 and Stage 2 Development Plan provides flexibility to encourage innovative development while ensuring that the goals, policies, and action programs of the General Plan and provisions of DMC Chapter 8.32 are satisfied.

1. Statement of Uses

Parcel 1

Permitted Uses (as defined by the Zoning Ordinance):

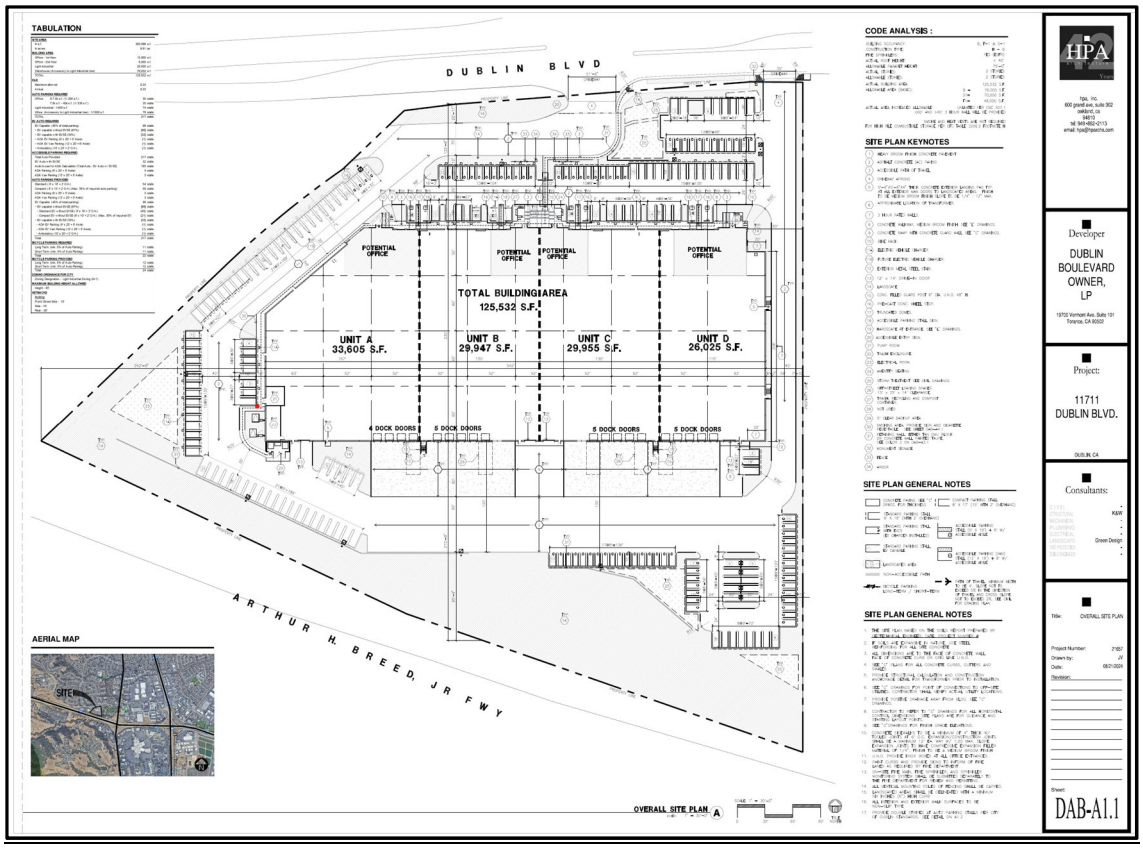
Industrial – Light (Warehouse and Distribution uses involving heavy truck traffic are not permitted)
Office – Professional/Administrative
Similar and related uses as determined by the Director of Community Development

Conditional Uses:
None

Accessory Uses:
Uses which are necessarily and customarily associated with, and are appropriate, incidental, and subordinate to the principal uses as determined by the Director of Community Development

Parcel 2
No development or uses are permitted on Parcel 2.

2. Stage 1 and Stage 2 Site Plan
The Stage 1 and Stage 2 Site Plan is shown below.



3. **Development Regulations**

The following Development Standards apply to Parcel 1 only. No development is permitted on Parcel 2.

Floor Area Ratio	0.33
Maximum Building Height:	40 feet
Maximum lot coverage	31%
Parking Spaces	Office: Up to 7,500 square feet - 1 per 250 square feet 7,501 to 40,000 square feet - 1 per 300 square feet 40,001+ square feet - 1 per 350 square feet Industrial – Light: 1 per 400 square feet of general purpose area, plus 1 per 1,000 square feet of warehouse or distribution area
Parking Stall Dimensions Standards	Per Dublin Municipal Code Chapter 8.76 (Off-Street Parking and Loading Regulations)
Minimum Setbacks	10’ front (along Dublin Boulevard) 10’ side (along west and east property lines) 20’ rear (along south property line)
Signage	Per Dublin Municipal Code Chapter 8.84 (Sign Regulations)

4. **Phasing Plan.** The Project will be built in one phase, first beginning with demolition, and followed by site preparation/grading, trench and foundation, exterior building construction, interior building construction and paving/landscaping.

5. **General Plan and Specific Plan Consistency.** The Project is consistent with the General Plan and Dublin Village Historic Area Specific Plan land use designation of Business Park/Industrial, which allows non-retail businesses such as research, limited manufacturing and distribution activities, and administrative offices. In addition, the proposed Project design will provide for an attractive building that appeals to advanced manufacturing and life science uses that will not generate heavy truck traffic and nuisances related to emissions, noise, odors, or glare and is consistent with the floor area ratio of 0.30 to 0.40 allowed in the Business Park/Industrial land use designation.

6. **Inclusionary Zoning Regulations.** The proposed Project is an industrial use type and is not subject to the Inclusionary Zoning Regulations (DMC Chapter 8.68) for the provision of affordable housing because the regulations apply only to residential development projects of 20 units or more.

7. **Architectural Standards.** The Project’s architectural style utilizes a historic industrial adaptive reuse design approach that is industrial in nature and is unique to light industrial, advanced manufacturing and life science uses.

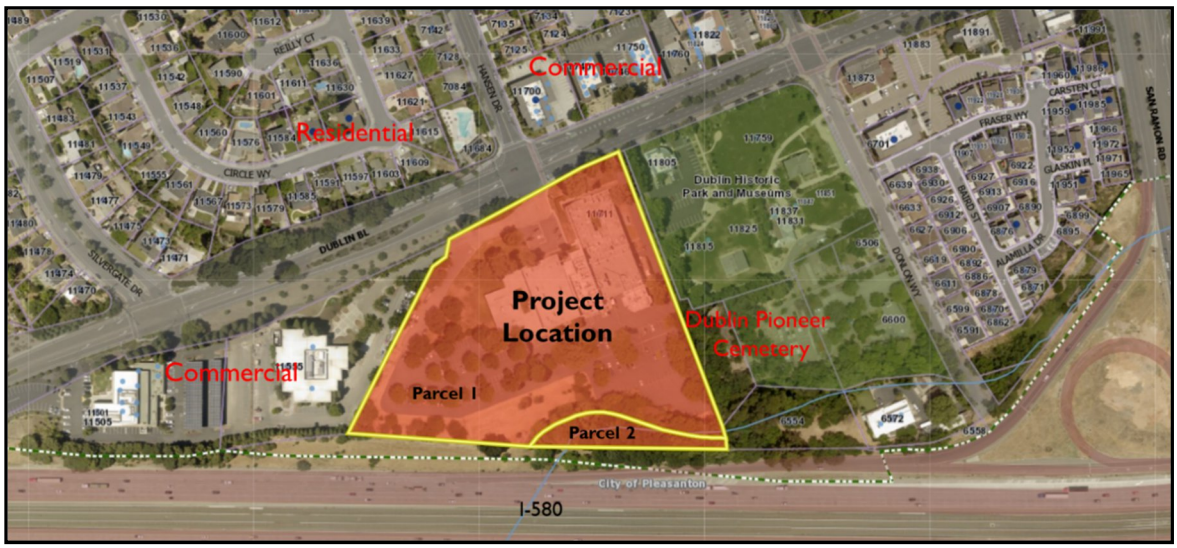
The architectural design of the Project shall reflect the following standards:

- Incorporate features such as channel canopies and different wall planes and horizontal and vertical reveals to break down the building form into more human scale volumes.
- Use varying colors, brick veneer, heights, low slope/flat roof construction, light fixtures, and landscaping to enhance the building detail at the pedestrian level.
- Colors shall be neutral in nature, while bright/harsh primary colors shall be avoided.
- Lighter building color applications for portions of the façade shall be used to provide interest.
- Provide outdoor space for tenants, which allows for gathering and socializing, with landscaping, outdoor seating, enhanced paving treatment, and other features to provide an appropriate urban scale for the development.

8. **Preliminary Landscaping Plan.** The conceptual landscape design of the Project shall reflect the following standards:

- Provide plentiful green space and natural habitat that utilizes a native and climate-adaptive planting palette to Dublin's Historic Area and is considered moderate or low water use.
- Provide a generous landscape buffer along the perimeter of the project site to soften the main street frontage, rear and sides of the building, and reduce the mass of the building onto adjacent properties.
- As shown on the Preliminary Landscape Plan, preserve existing trees where possible along the site perimeter to further enhance the landscape buffer and better integrate the new development into the surrounding community.
- Utilize plants that provide a year-round vegetated landscape with seasonality, color, and interest for an attractive visual environment.

9. **Aerial Photo.**



10. **Applicable Requirements of Dublin Zoning Ordinance.** Except as specifically provided in this Stage 1 and Stage 2 Development Plan, the use, development, improvement, and maintenance of the property shall be subject to the regulations of the closest comparable

zoning district as determined by the Community Development Director and the Dublin Zoning Ordinance. No development shall occur on this property until a Site Development Review Permit has been approved.

SECTION 5. SEVERABILITY

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days following its adoption.

SECTION 7. POSTING OF ORDINANCE

The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public spaces in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 6.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: March 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Hexcel Redevelopment (PLPA-2022-00038)
Prepared by: Gaspare Annibale, Associate Planner

EXECUTIVE SUMMARY:

The City Council will consider the Hexcel Redevelopment project, which includes the redevelopment of an 8.81-acre site located at 11711 Dublin Boulevard. The project would demolish the existing 62,175-square-foot Hexcel research and development building and construct a new 125,304-square-foot light industrial building to appeal to advanced manufacturing and life science uses with 217 parking stalls and related site improvements. Requested approvals include a Planned Development Rezone with a related Stage 1 and Stage 2 Development Plan, Site Development Review Permit, and Heritage Tree Removal Permit. The City Council will also consider certification of the Final Environmental Impact Report.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and take the following actions: 1) adopt the **Resolution** Certifying an Environmental Impact Report and Adopting Environmental Impact Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Hexcel Redevelopment Project; 2) waive the reading and INTRODUCE the Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plan for the Hexcel Redevelopment Project; and 3) adopt the **Resolution** Approving a Site Development Review Permit and Heritage Tree Removal Permit for the Hexcel Redevelopment Project.

FINANCIAL IMPACT:

The cost associated with processing the project application is borne by the Applicant.

DESCRIPTION:

Background

Overton Moore Properties is proposing to demolish the existing 62,175-square-foot Hexcel research and development building located 11711 Dublin Boulevard and construct a new 125,304-square-foot light industrial building to appeal to advanced manufacturing and life science uses. The project site includes two parcels totaling 8.81 acres and is located in the Dublin Village Historic Area Specific Plan (Figure 1). Please refer to Table 1 below for surrounding uses. The project site has a General Plan land use designation of Business Park/Industrial and one half of the site is zoned Planned Development (Alameda County Ordinance No. 80-60) and the other half is zoned M-1 (Light Industrial).

Figure 1. Project Location

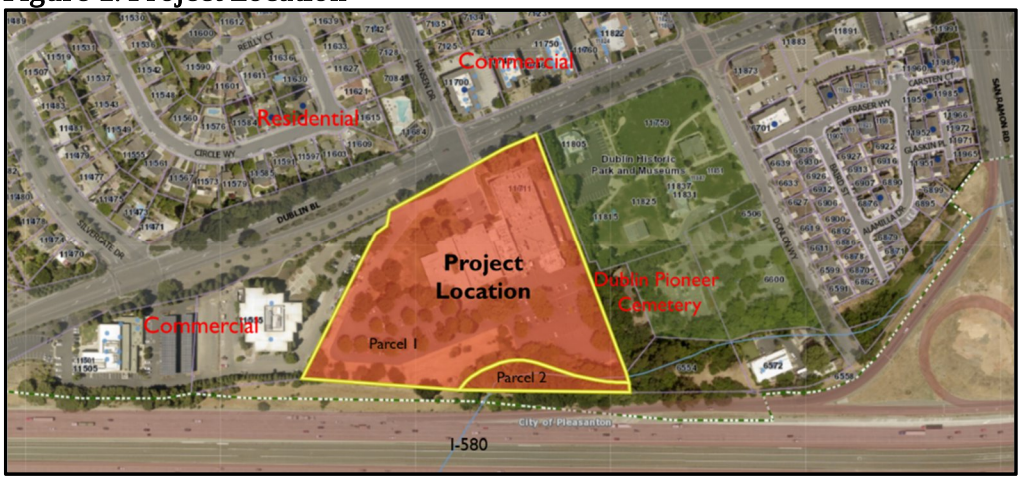


Table 1. Surrounding Land Uses

Location	Zoning	General Plan Land Use	Current Use of the Property
North	Single Family Residential (R-1) & Commercial Office (C-O)	Single Family Residential & Retail/Office	Single Family/Briarhill Cabana Club & Dublin Office Building
South	I-580	I-580	I-580
East	Retail Commercial (C-1) & Agriculture (A)	Parks/Public Recreation	U.S. Bank Branch, Dublin Heritage Park and Museums, and Dublin Pioneer Cemetery
West	Planned Development (PD)	Retail/Office	DeSilva Gates Office Buildings

On July 10, 1980, the Alameda County Board of Supervisors adopted Ordinance No. 80-60, which rezoned the western half of the project site and the two commercial properties west of the project site Light Industrial to Planned Development (PD). The PD zoning allows for Commercial Office

(C-O) with some uses requiring a conditional use permit, such as a research and development laboratory. But the PD zoning does not permit the light industrial/warehousing uses being proposed.

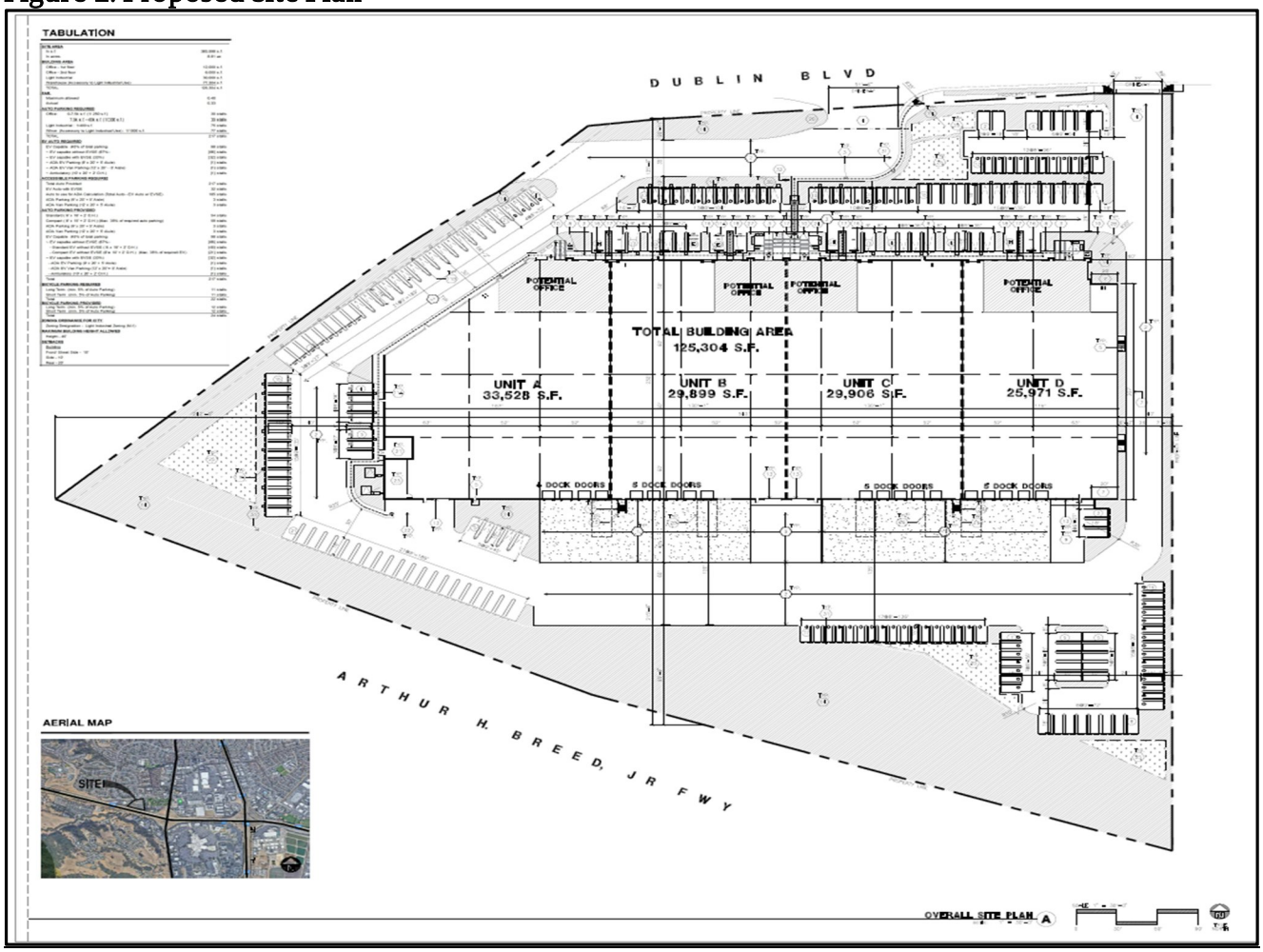
On August 1, 2006, the City Council adopted the Dublin Village Historic Area Specific Plan (Resolution No. 149-06). The Specific Plan provides guidelines for future development within the area to be sensitive to its historic past and to preserve and enhance the area's historical, cultural, and archaeological resources.

Proposed Project

The proposed project would redevelop Parcel 1 of the project site by demolishing the existing 62,175-square-foot Hexcel research and development building and constructing a new 125,304-square-foot, light industrial, concrete tilt-up building designed to appeal to advanced manufacturing and life science uses. Parcel 2, which is undeveloped and contains dense riparian vegetation, mature trees, and a portion of Dublin Creek, is not proposed for development.

The proposed building would include 18,000 square feet of office, 30,000 square feet of light industrial, and 77,304 square feet of warehouse (accessory to the light industrial). There would be 119,304 square feet on the ground floor and 6,000 square feet of mezzanine office space on the second floor. The proposed building could accommodate up to four tenants, with each unit providing office space and loading docks. The project would construct new site improvements including a new trash enclosure, 217 on-site parking spaces, and associated site, frontage, and landscape improvements. There are 89 existing trees on Parcel 1, of which 65 trees would be removed, including one of four Heritage trees. Refer to Figure 2 for the proposed site plan and Attachment 9 for the Project Plans. Requested approvals include a PD Rezone Stage 1 and Stage 2 Development Plan, Site Development Review Permit and Heritage Tree Removal Permit.

Figure 2. Proposed Site Plan



Analysis

Planned Development Rezone

To accommodate the proposed project, the applicant has requested a PD Rezone with a related Stage 1 and Stage 2 Development Plan. Dublin Municipal Code (DMC) Chapter 8.32 establishes the intent, purpose and requirements of PD zoning districts. The proposed PD would establish a detailed Development Plan for the site, including permitted and conditionally permitted uses, the overall development density and intensity (e.g., floor area ratio, building height, setbacks, etc.), parking requirements, and design guidelines. "Industrial-Light" and "Office – Professional/Administrative" uses as defined by the Dublin Zoning Ordinance would be the only uses allowed by the PD on Parcel 1. Warehouse and Distribution uses involving heavy truck traffic are not permitted. No development would be allowed on Parcel 2. Table 2 provides an overview of the proposed development standards for the project. The Ordinance providing the details of the proposed PD zoning district is included as Attachment 7.

Table 2. Development Standards

Floor Area Ratio	0.33
Maximum Building Height	40 feet
Maximum Lot Coverage	31%
Parking Spaces	Office: Up to 7,500 square feet, 1 per 250 square feet; 7,501 to 40,000 square feet, 1 per 300 square feet Industrial – Light: 1 per 400 square feet of general purpose area, plus 1 per 1,000 square feet of warehouse or distribution area
Parking Stall Dimension Standards	Per Dublin Municipal Code Chapter 8.76 (Off-Street Parking and Loading Regulations)
Minimum Setbacks	10' front (along Dublin Boulevard) 10' side (along west and east property lines) 20' rear (along south property line)
Signs	Per to Dublin Municipal Code Chapter 8.84 (Sign Regulations)

Site Development Review Permit
The following is a summary of key components of the project associated with the Site Development Review Permit.

Site Design and Access: The project site would be accessed from two existing driveways on Dublin Boulevard. The main driveway is located at the intersection of Dublin Boulevard and Hansen Drive and the secondary driveway is located at the northeastern corner of the project site (east of Hansen Drive adjacent to the U.S. Bank Branch entrance). Both driveways would provide access to all parking areas on-site and to the loading docks at the rear of the building. The loading docks would be screened from public view on Dublin Boulevard by the building and from the I-580 by new and existing landscaping on the south side of the project site. The project site also provides access to the adjacent office buildings to the west.

The existing sidewalk along the property frontage would be extended into the project site and provide direct access to an outdoor seating area at the main building entrance. This would create a strong relationship between the street and the building and enhance the project's connectivity to the surrounding area.

Architecture: The project's architectural style utilizes a contemporary design approach with muted taupe and earth tones to soften the building and allow it to blend more naturally with the landscape and color schemes commonly used in the vernacular of the late 19th century buildings in the Dublin Village Historic Area Specific Plan. The exterior employs simple details with clean lines in keeping with the simple shapes used on the historic buildings and mimicking the historic wood siding used on adjacent projects. The massing of the building is broken up using reveals, paint color changes and articulation, allowing the scale to visually appear pedestrian-oriented. This is further enhanced with pronounced trellis awnings along the windows and contrast color

blocking at the roofline.

At the tenant locations and in the mezzanine areas, windows and glazing reflect a stronger vertical orientation with simple frames. The building would have two-story glazing at the proposed office spaces on the north, east and northwestern elevations, primarily along Dublin Boulevard, maximizing natural light into the office and mezzanine spaces and providing distinct office entrances for multiple tenants. Additionally, the stone monument and lighting standards reflect a similar design employed in other areas of the Historic Area. Refer to Figure 3 for the proposed building perspective.

Figure 3. Proposed Building Perspective

Landscaping: The project site would provide approximately 99,106 square feet of new landscape area, including a new parking lot, site perimeter, building façade, and bio-retention landscaping. Approximately 14,350 square feet of landscaping would be provided within the parking lot, 15,390 square feet would be provided along the perimeter of the project site, 6,680 square feet would be incorporated into the walkways and outdoor seating area, and 13,936 square feet provided within the bio-retention areas at the north, southeastern and western portions of the project site. The remaining landscape square footage includes existing landscaping that is to remain. Existing landscaping west of the main driveway and new landscaping east of the main driveway would provide a landscape buffer along Dublin Boulevard to help soften the project frontage. Furthermore, along the southern boundary of the project site, all existing landscaping would remain within Parcel 2, which provides a buffer from the I-580 and helps soften the project design at the rear of the building.

The landscape plan features a low water usage plant palette, including a variety of drought tolerant trees, shrubs and ground cover to provide visual interest in texture and color while conserving natural resources. Native plants are utilized to encourage biodiversity in conjunction with the existing riparian vegetation and Dublin Creek on Parcel 2. New plant screening that matches the plant pallet found in the Historic Area is provided in the setback along Dublin

Boulevard to minimize any undesirable visual impacts. Refer to Figure 4 for the proposed plant pallet.

Figure 4. Proposed Plant Pallet

The landscape edge along the eastern property line provides for new shrubbery and trees to screen the project from the adjacent properties. The existing landscaping on the adjacent property to the east would provide a visual separation between the project site and the U.S. Bank Branch, Dublin Heritage Park and Museums and Pioneer Cemetery. Refer to Figure 5 for the proposed building perspective view from the Dublin Pioneer Cemetery. A condition of approval has been provided to ensure this landscaping is protected during grading/ construction activities. Large shade trees would be provided within the parking lot to provide a cooler environment, and reduce urban heat island effect. The landscape design preserves the existing Heritage trees on-site and incorporates them into the site design.

Figure 5. Proposed Building Perspective View from Dublin Pioneer Cemetery

There are 89 existing trees on Parcel 1, of which 65 trees are proposed to be removed, including one of the four Heritage Trees as further discussed below. A total of 85 trees would be planted on Parcel 1. On Parcel 2, there are 108 trees, including 19 Heritage Trees, all of which would be preserved.

Heritage Tree Removal Permit

A Heritage Tree Removal Permit is required for any oak, bay, cypress, maple, redwood, buckeye and sycamore tree with a trunk or main stem 24 inches or greater in diameter measured four feet six inches above natural grade. There are four Heritage Trees on Parcel 1 and 19 on parcel 2 for a total of 23 heritage trees. One of the four Heritage Trees on Parcel 1 is proposed to be removed. That tree is a sycamore tree measuring 28.2 inches in diameter, which conflicts with the location of the proposed building. The Arborist Report is included as Attachment 10.

CONSISTENCY WITH THE GENERAL PLAN, SPECIFIC PLAN AND ZONING ORDINANCE:

The proposed project is consistent with the General Plan and Dublin Village Historic Area Specific Plan. The proposed project would provide space for light industrial uses that would cater to advanced manufacturing and life science tenants consistent with the Business/Industrial land use designation. Warehouse and distribution uses that would involve heavy truck traffic are not permitted. The proposed floor-area ratio (FAR) of 0.33 is within the FAR of 0.30 to 0.40 allowed in the Business Park/Industrial land use designation.

The Dublin Village Specific Plan provides discretion in applying various provisions in the design guidelines to specific projects. It is not anticipated that each guideline will apply equally to every project. In some cases, one or more of the guidelines may be relaxed to facilitate compliance with a more important or appropriate guideline for that project. In reviewing the proposed project, staff believes the intent and spirit of the design guidelines have been followed and the project respects its surroundings and honors the heritage and desired character of the area while balancing the economic development benefits this project would bring to Dublin.

ENVIRONMENTAL DETERMINATION:

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared an Environmental Impact Report (EIR) for the proposed project. On May 15, 2023, the City issued a Notice of Preparation for an EIR and held a public scoping meeting on May 25, 2023. The City received three letters regarding the scope of the EIR. Subsequently, a Draft EIR was prepared for the proposed project and circulated for a 45-day public review period from August 21, 2023, to October 5, 2023. The City received three comment letters during the public review period. In addition, a fourth letter was received after the public review period. Responses have been prepared for each of the comments received by the City. The Draft EIR, comments and associated responses, and changes and clarifications to the Draft EIR constitute the Final EIR (Attachment 2).

The environmental document prepared for the project is a Focused EIR that evaluates potential impacts of a limited number of environmental issue areas that the City determined to be significant (CEQA Guidelines Section 15063(c)(3)). After preparation of an Initial Study (Appendix A of Draft EIR, Attachment 6), the City determined that the proposed project would have significant or potentially significant impacts in the following topic areas that require further analysis and are, therefore, discussed in the Draft EIR:

- Air Quality
- Biological Resources
- Cultural Resources*
- Energy
- Geology and Soils
- Hazards and Hazardous Materials
- Tribal Cultural Resources

The Draft EIR concludes that the proposed project would have a significant and unavoidable impact on Cultural Resources (noted above with *). The remaining topic areas have mitigation measures that have been prepared to reduce impacts in these areas to a level that is less than significant.

The information and analysis presented in the Initial Study provides substantial evidence for the conclusion, for all the topic areas listed below, that: 1) CEQA standards triggering preparation of further environmental review do not exist for those topics; and 2) impacts under these topics would result in no impact or be less than significant.

- Aesthetics
- Agricultural and Forestry Resources
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utilities and Service Systems
- Wildfire

There were no impacts identified for the topic area listed above and, therefore, no mitigation is required. An overview of all topic areas is provided below.

Aesthetics
There were no potentially significant impacts identified for aesthetics and, therefore, no mitigation is required.

Agricultural and Forestry Resources
There were no potentially significant impacts identified for agricultural and forestry resources and, therefore, no mitigation is required.

Air Quality
Demolition activities and construction of the proposed project would involve the use of offroad equipment, haul trucks, and worker commute trips that would generate short-term criteria air pollutant emissions. Operation of the proposed project would generate long-term emissions associated with daily employee vehicle trips, building energy consumption, reapplication of architectural coatings, use of consumer products, and maintenance/testing of the fire pump. However, construction-related emissions of the proposed project would not exceed the thresholds of significance recommended by the Bay Area Air Quality Management District (BAAQMD). The proposed project would implement BAAQMD's Basic Construction Mitigation Measures as noted in Mitigation Measure AQ-1 and be subject to BAAQMD Rules and Regulations for controlling fugitive dust emissions, which would reduce fugitive dust emissions during demolition and construction. Further, the proposed project would result in a net reduction of emissions compared to existing conditions and would not exceed BAAQMD thresholds of significance. The proposed project would not conflict with or obstruct implementation of the applicable air quality plan, and construction and operation of the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the region is non-attainment under an applicable federal or state ambient air quality standard. Therefore, this impact would be less than significant with mitigation.

Biological Resources
The project would involve the removal of approximately 65 trees which could be used by birds during the nesting season. If a tree containing an active nest were to be removed during construction, such removal would result in nest destruction and failure. Due to this potential for loss of nests and due to potential disturbance of nesting birds from noise and vibration during project construction, the impact to nesting birds would be potentially significant. However, nesting bird avoidance measures would be implemented as a mitigation measure to protect nesting birds; therefore, impacts to candidate, sensitive, or special status species would be reduced to less than significant with mitigation.

Further, the riparian corridor associated with Dublin Creek on Parcel 2 could be used as foraging habitat for common bats. As such, trees that would be removed as part of the project outside of riparian areas may provide suitable day or night roosting habitat for bat species. Given the availability of alternative natural habitat for hibernaculum in the vicinity of the project and based on planned tree replacement, impacts on the habitat for bats are not expected to be significant. However, if construction were to remove trees containing bats during the maternity or winter season, bat mortality could occur, and the impact on common bat species would be potentially significant. Implementation of roosting bat surveys and avoidance as a mitigation measure would ensure that impacts to wildlife movement, migration, or nursery sites would be reduced to less than significant with mitigation.

Cultural Resources
A historical resource evaluation was prepared for the existing Hexcel research and development building to assess its eligibility for listing in the California Register of Historical Resources (CRHR). The building was determined to be eligible for listing in the CRHR under Criterion 1 because it is significant at the national level for its associations within the Man in Space historic context published by the National Park Service and is, therefore, considered a historical resource for the purposes of CEQA.

The significance of a historical resource is considered to be “materially impaired” when a project demolishes or materially alters the physical characteristics that justify the determination of a historical resources’ significance. Because the proposed project would result in the demolition of the existing Hexcel building, the impact would be significant and unavoidable.

CEQA requires that all feasible mitigation must be completed even if it does not mitigate project impacts below a level of significance. Therefore, the following mitigation measures would still be implemented as part of the project, even though they would not fully offset the loss of the resource, and the impact would remain significant and unavoidable:

- Historic American Buildings Survey (HABS) Recordation: applicant shall document the Hexcel Corporation R&D facility prior to demolition consisting of a historical report and photographs.
- Interpretive Displays: applicant shall install permanent interpretive displays or signage as prepared by an architectural historian for public exhibition detailing the history and

significance of the Hexcel Corporation R&D facility.

Further, based on the existence of archeological resources within and adjacent to the project area, there is a high probability of encountering historic-period archeological resources during ground disturbance at the project site, particularly within those portions of the property closest to St. Raymond's Church and Pioneer Cemetery, and a high probability of identifying Native American archeological resources, particularly within a 150-meter (493 foot) corridor centered on Dublin Creek. The possibility of encountering buried archaeological resources in the project area outside of the High Archeological Probability Area remains a concern as well, and per the mitigation measures in the Dublin Village Historic Area Specific Plan and associated Initial Study/Mitigated Negative Declaration, requires mitigation to avoid adverse impact. Therefore, the project would be required to implement archaeological and tribal monitoring and produce an archaeological testing plan and treatment and monitoring plan prior to the start of construction. Inadvertent discovery protocols would also be implemented should precontact or historic-age resources be discovered. Together these mitigation measures would reduce the potential impact on archeological and buried resources to less than significant with mitigation.

Energy
The proposed construction activities would increase energy consumption for the duration of project construction in the form of fossil fuels (e.g., gasoline, diesel fuel). However, the operation of the proposed project would result in a net reduction in energy consumption, primarily related to improved building energy standards and eliminating natural gas infrastructure. Energy consumption associated with the construction and operation of the proposed project would not be inefficient, wasteful, or unnecessary with the implementation of basic construction emission control practices per the air quality mitigation measures. Therefore, this impact would be less than significant with mitigation.

Geology and Soils
The project site is composed of artificial fill to depths ranging from 1.5 - 5 feet, with native Contra Costa Group sediments below the fill. Most grading and earthmoving activities at the project site would extend to a maximum depth of two to three feet below the ground surface and, therefore, would generally be confined to the artificial fill material, which is not paleontologically sensitive. However, in areas where the artificial fill only extends to 1.5 feet, excavation and grading would encounter the native Contra Costa Group materials, which are of high paleontological sensitivity. Furthermore, excavation to a maximum depth of approximately twelve feet would occur at the proposed on-site stormwater drainage pumps, which would also encounter the paleontologically sensitive Contra Costa Group materials. Therefore, project-related earthmoving activities could result in accidental damage to or destruction of unique paleontological resources, and this impact would be potentially significant. To minimize the potential for destruction of or damage to previously unknown unique, scientifically important paleontological resources during earthmoving activities at the project site, the applicant would be required to retain a qualified archaeologist or paleontologist to provide the necessary information to all construction personnel regarding the procedure for encountering fossil fuels. Construction work would immediately cease within 150 feet of the find and a recovery plan would be developed to record and undergo appropriate curation. Therefore, with the implementation of these mitigation measures construction-related impacts to unique paleontological resources would be less than significant

with mitigation.

Greenhouse Gas Emissions
There were no potentially significant impacts identified for greenhouse gas emissions and, therefore, no mitigation is required.

Hazards and Hazardous Materials
It has been recommended that a subsurface investigation be completed in the vicinity of the on-site areas for chemical use, storage, and handling to assess whether a release occurred in the past. If soil or groundwater has been previously contaminated at levels that exceed regulatory thresholds, this would represent a significant human health and environmental hazard because excavation work would be required during construction that could release these hazardous materials. Furthermore, demolition of the existing building could expose workers and the environment to hazardous materials such as lead paint and/or asbestos. Therefore, these construction-related impacts are considered potentially significant and require mitigation. Prior to earthmoving activities, a Phase II Environmental Site Assessment must be completed and the building must be sampled for lead paint and/or asbestos. With the implementation of these mitigation measures, potential construction-related impacts from accidental exposure to hazardous materials would be less than significant with mitigation.

Hydrology and Water Quality
There were no potentially significant impacts identified for hydrology and water quality and, therefore, no mitigation is required.

Land Use Planning
There were no potentially significant impacts identified for land use planning and, therefore, no mitigation is required.

Mineral Resources
There were no potentially significant impacts identified for mineral resources and, therefore, no mitigation is required.

Noise
There were no potentially significant impacts identified for noise and, therefore, no mitigation is required.

Population and Housing
There were no potentially significant impacts identified for population and housing and, therefore, no mitigation is required.

Public Services
There were no potentially significant impacts identified for public services and, therefore, no mitigation is required.

Recreation
There were no potentially significant impacts identified for recreation and, therefore, no

mitigation is required.

Transportation
There were no potentially significant impacts identified for transportation and, therefore, no mitigation is required.

Tribal Cultural Resources
The proposed project would include excavation of the parking lot to the south of the existing Hexcel building, which is adjacent to the marked boundary of the Pioneer Cemetery. Marked grave sites in the cemetery are within five feet of the property line shared with the project site. Historic documents suggest that the cemetery was larger than the currently marked boundary. Additionally, there is anecdotal evidence that the cemetery location was first used by the Ohlone and may also include burials of Native American and Mexican farm laborers who worked for Jose Maria Amador, interred prior to formal consecration of the cemetery in 1859. It is likely that the cemetery extends beneath the Hexcel parking lot, and possible that the cemetery includes Native American human remains. If so, the impact on tribal cultural resources would be potentially significant during earthmoving and excavation activities. Inadvertent/unanticipated discovery protocols would be implemented, ensuring tribal cultural resources encountered during construction would be treated in a culturally appropriate manner in consultation with Tribal Representatives and, therefore, the impact on tribal cultural resources would be less than significant with mitigation.

Utilities and Service Systems
There were no potentially significant impacts identified for utilities and service systems and, therefore, no mitigation is required.

Wildfire
There were no potentially significant impacts identified for wildfire and, therefore, no mitigation is required.

The City Council resolution certifying the Final Environmental Impact Report is included as Attachment 1. To approve the project, the City Council must make findings regarding significant impacts and mitigation measures (Attachment 3), findings concerning infeasibility of alternatives and potential additional mitigation measures (Attachment 4), and will need to adopt a Statement of Overriding Considerations (SOC) (Attachment 5) that identifies all environmental impacts that cannot be mitigated and explains why the benefits of the project outweigh its unavoidable environmental impacts. The Mitigation Monitoring and Reporting Program is included as Attachment 6. The SOC is required in order to approve the project, if desired by a majority of the City Council.

PLANNING COMMISSION REVIEW:

On December 12, 2023, the Planning Commission held a public hearing to consider the proposed project. Two members of the public addressed the Commission regarding the project. After closing the public hearing and deliberating, the Planning Commission voted 3-2 to recommend approval of the Hexcel Redevelopment Project and adopted Resolution No. 23-11 (Attachment 11). In their

motion, the Planning Commission recommended that the Applicant consider incorporating more design elements found in the Dublin Village Historic Area Specific Plan area.

Since the Planning Commission meeting, the Applicant has made the following changes to the project plans to address the Commission's comments:

- Revised building colors to include muted earth tones to soften the building allowing it to blend more naturally with the landscape and the color schemes used on buildings in the Historic Area.
- Modified the windows and glazing to reflect a stronger vertical orientation with simple frames in keeping with the Historic Area.
- Provided more pronounced trellis awnings along windows.
- Added a contrast color at the top of the building to reduce the massing.
- Integrated stone monumentation within the landscape area near the front of the building, which is similar to what can be found in the Historic Area.
- Incorporated light standards that reflect a similar design employed in other areas of the Historic Area.
- Matched the plant pallet found in the Historic Area along the project frontage.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Two City-led Community Meetings were held on October 25 and 26, 2023, to provide Dublin residents with information about the proposed Hexcel Redevelopment project. Staff provided a presentation that included an overview of the City's development review process and the proposed project. Questions were asked about the project's impact on infrastructure capacity and the general contractor that would be used for the project. Comments were also provided regarding the EIR and project design.

In accordance with State law, a public notice was mailed to all property owners and occupants within 300 feet of the proposed project to advertise the project and upcoming public hearing. A public notice was also published in the *East Bay Times* and posted at several locations throughout the City. A Planning Application sign was posted on the project site and the project was also included on the City's Development Projects webpage. A copy of this Staff Report has been provided to the applicant.

ATTACHMENTS:

1) Attachment 1 – Resolution Certifying an Environmental Impact Report and Adopting Environmental Impact Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Hexcel Redevelopment Project

2) Attachment 2 – Exhibit A to the Resolution – Final Environmental Impact Report
3) Attachment 3 – Exhibit B to the Resolution – Findings Concerning Significant Impacts and Mitigation Measures
4) Attachment 4 – Exhibit C to the Resolution – Findings Concerning Infeasibility of Alternatives and Potential Additional Mitigation Measures
5) Attachment 5 – Exhibit D to the Resolution – Statement of Overriding Considerations
6) Attachment 6 – Exhibit E to the Resolution – Mitigation Monitoring and Reporting Program
7) Attachment 7 – Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plan for the Hexcel Redevelopment Project
8) Attachment 8 – Resolution Approving a Site Development Review Permit and Heritage Tree Removal Permit for the Hexcel Redevelopment Project
9) Attachment 9 – Exhibit A to the Resolution – Hexcel Redevelopment Project Plans
10) Attachment 10 – Arborist Report
11) Attachment 11 – Planning Commission Resolution No. 23-11

Agenda Item 6.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 17, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Hexcel Redevelopment (PLPA-2022-00038)
Prepared by: Gaspare Annibale, Associate Planner

EXECUTIVE SUMMARY:

The City Council will consider the Hexcel Redevelopment Project, which redevelops an 8.81-acre site located at 11711 Dublin Boulevard. The project would demolish the existing 62,175-square-foot former Hexcel research and development building and construct a new 125,532-square-foot light industrial building with 217 parking stalls and related site improvements. The project was first presented to the City Council on March 19, 2024, and the City Council continued the project to a date uncertain so the Applicant could address City Council comments related to the overall project design, compatibility with the Dublin Village Historic Area Specific Plan, and landscape buffer to adjacent properties. The Applicant has since revised the project design and landscaping in response to comments. Requested approvals include a Planned Development Rezone with a related Stage 1 and Stage 2 Development Plan, Site Development Review Permit, and Heritage Tree Removal Permit. The City Council will also consider certification of the Final Environmental Impact Report.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and take the following actions: 1) adopt the **Resolution** Certifying an Environmental Impact Report and Adopting Environmental Impact Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the Hexcel Redevelopment Project; 2) waive the reading and INTRODUCE the Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Related Stage 1 and Stage 2 Development Plans for the Hexcel Redevelopment Project; and 3) adopt the **Resolution** Approving a Site Development Review Permit and Heritage Tree Removal Permit for the Hexcel Redevelopment Project.

FINANCIAL IMPACT:

The cost associated with processing the project application is borne by the Applicant.

DESCRIPTION:

Background

Overton Moore Properties is proposing to demolish the existing 62,175-square-foot Hexcel research and development building located 11711 Dublin Boulevard and construct a new 125,304-square-foot light industrial building to appeal to advanced manufacturing and life science uses. Requested approvals include a PD Rezone Stage 1 and Stage 2 Development Plan, Site Development Review Permit, and Heritage Tree Removal Permit.

Figure 1. Project Location

On March 19, 2024, the City Council held a public hearing to consider the Hexcel Redevelopment Project. At the meeting, the City Council raised concerns with the project design and compatibility with the Dublin Village Historic Area Specific Plan, and landscape screening to buffer uses to the north and east of the project site. At the conclusion of the discussion, the City Council continued the project to a date uncertain in order to provide time for the applicant to address these concerns.

Revisions to the Project

Since the March City Council meeting, the Applicant has made the following changes to the project to address the City Council's comments and concerns, and these changes have been incorporated into the Site Development Review Permit:

- Revised the project design with the use of brick veneer and muted taupe and earth tones to complement the brick and soften the building. The massing of the building is broken up using reveals, paint color, material changes, and articulation, allowing the scale to reflect a pedestrian orientation. The exterior employs channel canopies with hanging rod details above the entrances inspired by historical industrial buildings, black channel trim around the storefront system featuring gray glazing carrying the theme of the canopy, brick wainscot flanking the main entrances and storefront glazing, accent paint to match the brick color and provide continuity across building facades, and recessed arch details inspired by historical brick arched windows. At the tenant locations and in the mezzanine areas, windows and glazing reflect a stronger vertical orientation with simple frames. The

building would have two-story glazing at the proposed office spaces on the north, east and northwestern elevations, primarily along Dublin Boulevard, maximizing natural light into the office and mezzanine spaces and providing distinct office entrances for multiple tenants.

- Added a wood fencing element at the entrance to tie with Heritage Park, including a wood arbor, fences flanking the main entrance, and stone bases.
- Refined the landscape plan to better match the existing landscape around Heritage Park.
- Added more trees and shrubbery and modified the shrubbery to a fast-growing species to provide additional screening from Dublin Boulevard at the north and from Heritage Park to the east.
- Included a stone monument commemorative plaque and located it at the northeast corner of site to provide high visibility.

With this revised design the applicant proposes a slightly larger and taller building, 228 square feet larger and six inches taller. The planned development zoning limits the floor area ratio (FAR) to 0.33 and the maximum building height to 40 feet. Even with the minimal increase in the building area, the project would still meet the allowable FAR of 0.33. The new building height (40'6") is inclusive of the parapet, which is an architectural feature. Per the Dublin Municipal Code (DMC), architectural features may be a maximum of 15 percent higher than the height limit of the applicable zone, therefore, the new building design complies with the allowable height limit.

Figure 3. Proposed Building Perspective

Existing landscaping west of the main driveway and new landscaping east of the main driveway would provide a landscape buffer along Dublin Boulevard to help soften the project frontage. Furthermore, along the southern boundary of the project site, all existing landscaping would remain within Parcel 2, which provides a buffer from Interstate-580 and the rear of the building.

Large shade trees in the parking lot area would provide shade and reduce the urban heat island effect. The landscape design preserves the existing heritage trees on site and incorporates them into the site design. New landscape screening which includes 48 trees and matches the plant pallet

found in the Historic Area is provided along Dublin Boulevard to screen and soften the building from public view. This includes preserving the existing trees and planting 38 new trees ranging from 15 feet to 70 feet tall at maturity and new fast-growing shrubbery. Figures 4 and 5 below are renderings of the landscaping.

Figure 4. Proposed Dublin Boulevard Frontage Landscaping

Figure 5. Proposed Parking Lot Landscaping

The landscaping along the eastern property line provides new shrubbery and trees to screen the project from the adjacent properties. A total of 18 trees would be provided east of the proposed building, which includes one existing Chinese elm tree to remain and 17 new trees ranging in height from 30 feet to 50 feet at maturity. Shrubbery eight feet in height at maturity would also be planted to further buffer the site in addition to the existing landscaping on the adjacent property to the east between the project site and the Dublin Heritage Park and Museums and Pioneer Cemetery. A condition of approval has been provided to ensure this landscaping is protected during grading/construction activities.

Specifically, the new landscaping southeast of the proposed building would provide screening

from the Dublin Pioneer Cemetery and the dense tree canopy on the cemetery property. In addition to the shrubbery noted above, 14 new trees would be planted in this area to screen the building from view of the cemetery. Figure 6 shows the proposed building perspective view from the Dublin Pioneer Cemetery.

Figure 6. Proposed Project Site View from Dublin Pioneer Cemetery

The draft Ordinance amending the Zoning Map and approving Planned Development Zoning with related Stage 1 and 2 Development Plans is included as Attachment 7. The Resolution approving the Site Development Review Permit and Heritage Tree Removal Permit is included as Attachment 8, with the Project Plans (Attachment 9) and the Arborist Report (Attachment 10). A complete discussion of the project is provided in the Staff Report of March 19, 2024 (Attachment 12).

ENVIRONMENTAL DETERMINATION:

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared an Environmental Impact Report (EIR) for the proposed project. On May 15, 2023, the City issued a Notice of Preparation for an EIR and held a public scoping meeting on May 25, 2023. The City received three letters regarding the scope of the EIR. Subsequently, a Draft EIR was prepared for the proposed project and circulated for a 45-day public review period from August 21, 2023 to October 5, 2023. The City received three comment letters during the public review

period. In addition, a fourth letter was received after the public review period. Responses have been prepared for each of the comments received by the City. The Draft EIR, comments and associated responses, and changes and clarifications to the Draft EIR constitute the Final EIR (Attachment 2).

The environmental document prepared for the project is a Focused EIR that evaluates potential impacts of a limited number of environmental issue areas that the City determined to be significant (CEQA Guidelines Section 15063(c)(3)). After preparation of an Initial Study , the City determined that the proposed project would have significant or potentially significant impacts in the following topic areas that require further analysis and are therefore discussed in the Draft EIR:

- Air Quality
- Biological Resources
- Cultural Resources*
- Energy
- Geology and Soils
- Hazards and Hazardous Materials
- Tribal Cultural Resources

The Draft EIR concludes that the proposed project would have a significant and unavoidable impact on Cultural Resources (noted above with *). The remaining topic areas have mitigation measures that have been prepared to reduce impacts in these areas to a level that is less than significant. Attachment 12 provides an overview of all topic areas.

After the EIR was prepared for the project, the applicant revised the architecture and landscape plan and increased the size of the building by 228 square feet and increased the height by six inches in response to City Council concerns, as discussed above. These changes would not affect any of the conclusions in the Initial Study and EIR because they are related to visual changes that would result in making the proposed building blend in better with the surrounding Historic Area. The minimal increase in the footprint and height would not substantially change the visual appearance or bulk/scale of the building such that the initial study conclusions regarding aesthetics would be affected. The minimal increase to the size of the building would not substantially change the required excavation and grading. The proposed changes would not result in any additional or more severe impacts from what was already analyzed, and no new mitigation measures are required.

The City Council resolution certifying the Final Environmental Impact Report is included as Attachment 1. To approve the project, the City Council must make findings regarding significant impacts and mitigation measures (Attachment 3), make findings concerning infeasibility of alternatives and potential additional mitigation measures (Attachment 4), and adopt a Statement of Overriding Considerations (SOC) (Attachment 5) that identifies all environmental impacts that cannot be mitigated and explains why the benefits of the project outweigh its unavoidable environmental impacts. The Mitigation Monitoring and Reporting Program is included as Attachment 6.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Two City-led Community Meetings were held on October 25 and 26, 2023, to provide Dublin residents with information about the proposed Hexcel Redevelopment project. Staff provided a presentation that included an overview of the City's development review process and the proposed project. Questions were asked about the project's impact on infrastructure capacity and the general contractor that would be used for the project. Comments were also provided regarding the EIR and project design.

In accordance with State law, a public notice was mailed to all property owners and occupants within 300 feet of the proposed project to advertise the project and upcoming public hearing. A public notice was also published in the *East Bay Times* and posted at several locations throughout the City. A Planning Application sign was posted on the project site and the project was also included on the City's Development Projects webpage. A copy of this Staff Report has been provided to the applicant.

ATTACHMENTS:

1) Resolution Certifying an Environmental Impact Report and Adopting Environmental Impact Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the Hexcel Redevelopment Project
2) Exhibit A to the Resolution – Final Environmental Impact Report
3) Exhibit B to the Resolution – Findings Concerning Significant Impacts and Mitigation Measures
4) Exhibit C to the Resolution – Findings Concerning Infeasibility of Alternatives and Potential Additional Mitigation Measures
5) Exhibit D to the Resolution – Statement of Overriding Considerations
6) Exhibit E to the Resolution – Mitigation Monitoring and Reporting Program
7) Ordinance Amending the Zoning Map and Approving a Planned Development Zoning District with Stage 1 and Stage 2 Development Plan for the Hexcel Redevelopment Project
8) Resolution Approving a Site Development Review Permit and Heritage Tree Removal Permit for the Hexcel Redevelopment Project
9) Exhibit A to the Resolution – Hexcel Redevelopment Project Plans
10) Arborist Report
11) Planning Commission Resolution No. 23-11
12) March 19, 2024 Staff Report (without attachments)

Agenda Item 5.7

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Ordinance Amending Chapter 2.24.020 of the Dublin Municipal Code Pertaining to the City's Conflict of Interest Code
Prepared by: Camilla Getz, Assistant City Attorney

EXECUTIVE SUMMARY:

At the June 4, 2024, City Council meeting, the City Council directed Staff to review the City's Conflict of Interest Code and determine if it needs to be updated. Staff conducted a review of the Code and determined that several positions should be added or deleted. The City Council will consider adopting an ordinance to update the list of designated positions that must file a Statement of Economic Interests (Form 700). The ordinance was introduced at the September 17, 2024 regular meeting and is now ready for adoption.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Political Reform Act prohibits a public official from using their official position to influence a governmental decision in which they have a financial interest. The City must maintain a Conflict of Interest Code that identifies all officials and employees who make governmental decisions based on the positions they hold. The individuals identified in the Conflict of Interest Code must publicly disclose their designated financial interests by filing a Statement of Economic Interests (Form 700).

The City's Conflict of Interest Code, Chapter 2.24 of the Dublin Municipal Code, identifies all positions within the City that participate in the making of governmental decisions. These

designated positions are required to disclose certain financial interests under state law. A local agency's conflict of interest code is not applicable to mayors, city councilmembers, planning commission members, city managers, or city attorneys, as Government Code Section 87200 requires full Form 700 disclosure for individuals holding these positions.

The Political Reform Act requires the City to biennially review and determine whether amendments to the Code are required. (Gov. Code § 87306.5.) The last biennial revision to the City's Code was approved on November 1, 2022.

The City Council is the code reviewing body for City agencies. Pursuant to Government Code Section 87306.5, City departments must determine whether amendments to the Code are necessary and notify the City Council if such amendments are required. (Gov. Code §§ 82011(c), 87306.5.)

According to previous direction from the City Council and the requirements of the Political Reform Act, Staff completed a thorough review of the Conflict of Interest Code, the job specifications for all City employment positions, as well as the FPPC regulations governing the update process. Based on this review Staff recommends the following changes to Chapter 2.24.020:

1. Amend Section 2.24.020 of the Conflict of Interest Code entitled, "Designated Positions," to add four City positions determined by Staff to "make or participate in the making of governmental decisions." These positions (and accompanying disclosure categories) are:

    a. Accounting Manager (disclosure category 3)
    b. Principal Engineer (disclosure category 1)
    c. Deputy City Manager (disclosure category 3)
    d. Economic Development Manager (disclosure category 1)

2. Amend Section 2.24.020 of the Conflict of Interest Code entitled, "Designated Positions," to delete two City positions that have been eliminated. These positions are:

    a. City Clerk/Records Manager (deleted via Resolution No. 14-23)
    b. Heritage and Cultural Arts Manager (deleted via Resolution No. 72-23)

3. Amend Section 2.24.020 of the Conflict of Interest Code titled "Designated Positions" to revise the title of three City positions already designated in the Code. Those positions, and accompanying disclosure category and revisions, are:

    a. Administrative Services Director (disclosure category 3). Revised to Finance Director (disclosure category 3).
    b. Assistant Director of Administrative Services (disclosure category 3). Revised to Assistant Finance Director (disclosure category 3).
    c. Recreation Manager (disclosure category 3). Revised to Parks and Community Services Manager (disclosure category 3).

4. Amend Section 2.24.020 of the Conflict of Interest Code titled "Designated Positions" to

revise the disclosure category of the designated position Assistant Director of Parks and Community Services from disclosure categories “2, 3” to “1” to align with other similar designated positions in the Code.

The City’s amended Code will not be effective until it has been adopted by the City Council. (Gov. Code § 87303.)

The City Council introduced the ordinance at the September 17, 2024 regular meeting. Staff now recommends that the City Council waive the second reading and adopt the Ordinance amending the Conflict of Interest Code consistent with the changes described above.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City’s Conflict of Interest Code

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 2.24.020 OF THE DUBLIN MUNICIPAL CODE RELATING TO THE CITY'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act codified at Government Code Section 81000 *et seq*., requires every local government agency to review its Conflict of Interest Code biennially to determine whether amendments to the Code are required; and

WHEREAS, following review of the Conflict of Interest Code, it was determined that the amendments contained in this Ordinance were appropriate.

NOW, THEREFORE, The City Council of the City of Dublin does ordain as follows:

Section 1. Chapter 2.24.020 is amended to read as follows (additions shown in *italics* and deletions shown in ~~strikethrough~~):

For local officials specified in Government Code Section 87200 (including the Mayor, City Councilmembers, Planning Commissioners, City Manager, and City Attorney), no disclosure is required by this Conflict of Interest Code as full disclosure is required by Government Code Section 87200 et seq.

The positions listed in this section are designated positions, and this section is hereby deemed the Appendix referenced in the provisions incorporated by Section 2.24.015. Officers and employees holding those positions are designated public officials, and are deemed to make, or participate in the making of, decisions which may foreseeably have a material financial effect on a financial interest of the designated public official. Each designated public official shall file an annual statement disclosing that public official's interests as required by the disclosure category applicable to that public official.

Designated Position	Disclosure Category
~~Administrative Services Director~~	~~3~~
Accounting Manager	3
Assistant City Attorney	1
Assistant City Manager	1
Assistant to the City Manager	1
~~Assistant Director of Administrative Services~~	~~3~~
Assistant Director of Community Development	1
Assistant Finance Director	3
Assistant Director of Parks and Community Services	*1*

Designated Position	Disclosure Category
Assistant Public Works Director/City Engineer	1
Associate Civil Engineer	1
Capital Improvement Program (CIP) Manager	1
Chief Building Official	1
Chief Information Security Officer	1
City Clerk	3
~~City Clerk/Records Manager~~	~~3~~
Code Enforcement Officer	1
Communications Manager	1
Community Development Director	1
"Consultant"* as defined in FPPC Reg. sect. 18700.3	1
Deputy City Clerk	3
Deputy City Manager	3
Economic Development Director	1
Economic Development Manager	1
Environmental Coordinator	1
Environmental Sustainability Manager	1
Finance Director	3
Finance Analyst	1
~~Heritage and Cultural Arts Manager~~	~~1~~
Housing Specialist	1
Human Resources Director	3
Human Resources Manager	3
Information Services Manager	3
Management Analyst II	3
Parks and Community Services Director	1
Parks and Community Services Manager	3
Plan Check Engineer	1
Planning Manager	1
Principal Engineer	1
Principal Planner	1

Designated Position	Disclosure Category
Public Works Director/Assistant City Engineer	1
Public Works Manager	1
Public Works Transportation and Operations Manager	1
~~Recreation Manager~~	~~3~~
Recreation Supervisor	2, 3
Senior Civil Engineer	1
Senior Code Enforcement Officer	1
Senior Management Analyst	3
Senior Planner	1
Special Projects Manager	1
Senior Public Works Inspector	1
Designated Boards and Commissions	**Disclosure Category**
Human Services Commission	1
Heritage and Cultural Arts Commission	1
Parks and Community Services Commission	1

* Consultants/new positions shall be included in the list of designated employees and shall disclose pursuant to the terms of the Disclosure Category 1, subject to the following limitation:

The City Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this chapter. Such a written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.)

Section 2. **Effective Date.** This Ordinance shall take effect and be enforced thirty (30) days following its final adoption.

Section 3. **Posting.** The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.8

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Economic Development Strategy
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approval of the Economic Development Strategy, which establishes seven goals that will prioritize and guide the City of Dublin's economic development efforts over the next five to seven years.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Economic Development Strategy.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On September 5, 2023, The City Council approved an agreement with Strategic Economics, Inc. (the Consultant), to update the Economic Development Strategy and General Plan Economic Development Element which was originally developed and approved by the City Council in 2012.

On September 17, 2024, the City Council reviewed and provided feedback on the Draft Strategy. The feedback included reevaluating the metrics presented in the draft to be focused on measurements of success. In addition, the City Council shared general comments regarding the length of processing building permits, and broadening industry and business stakeholder engagement outside of the City and the region and looking at additional outreach methods. This feedback has been incorporated into the Strategy.

To recap, the Strategy proposes the following seven goals.

- **Goal 1 – Innovation Growth**

Grow businesses and employment in innovation-oriented and professional services industries matching Dublin's strengths and opportunities—especially computer technology, professional services, biomedical devices, and other R&D/advanced manufacturing—through business attraction and marketing programs.

- **Goal 2 – Promote Infill Investment**
  Promote infill development and reinvestment in older retail, office, and industrial areas—including establishing Downtown Dublin as a vibrant community gathering space with a mix of modern employment, housing, retail, dining, and entertainment uses serving residents and workers.

- **Goal 3 – Greenfield Development**
  Ensure development of major greenfield opportunity sites with modern commercial and light industrial employment uses by supporting infrastructure needs and reducing cost barriers.

- **Goal 4 – Retail Vitality**
  Sustain and strengthen the health of Dublin's shopping, dining, and entertainment businesses through strategic planning and promotional efforts.

- **Goal 5 – Hospitality Expansion**
  Work with regional agencies to expand and highlight Dublin's potential as a regional hotel and hospitality destination through hotel attraction efforts and advocacy for attracting a multiuse venue to Dublin.

- **Goal 6 – Small Business Support**
  Strengthen startup and growth opportunities for small businesses by pursuing improvements to City processes and maintaining and marketing supportive services and programs.

- **Goal 7 – Workforce Opportunities**
  Enhance Dublin's workforce support and development systems to create opportunities for all members of the workforce through collaboration with regional organizations.

Following the adoption of the Strategy, Staff will work with the Consultant to prepare the City's draft Economic Development Element, which is part of Dublin's General Plan. The Element will codify aspects of the recommendations from the Strategy to ensure that economic development remains a key focus for the City over the long term.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Economic Development Strategy
2) Exhibit A to the Resolution – Economic Development Strategy

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE ECONOMIC DEVELOPMENT STRATEGY

WHEREAS, on November 6, 2012, the City of Dublin adopted the City's first Economic Development Strategy; and

WHEREAS, on September 5, 2023, the City Council approved an agreement with Strategic Economics, Inc. to prepare an update to the Economic Development Strategy; and

WHEREAS, Strategic Economics, Inc. and Staff organized and conducted focus group meetings with Stakeholders, conducted online surveys with the business community and community-at-large, gathered relevant data, and analyzed information gathered from the forementioned efforts to determine Dublin's strengths, weaknesses, opportunities, and threats; and

WHEREAS, on March 21, 2024, the Economic Development Strategy Framework, which served to provide an initial review and discussion on the overarching recommendations, goals, objectives, strategies, and priorities, was presented to the City Council for feedback; and

WHEREAS, on September 17, 2024, the draft Economic Development Strategy was presented to the City Council to provide direction; and

WHEREAS, the Strategy focuses on seven key goals: 1) Innovation Growth, 2) Promote Infill Investment, 3) Greenfield Development, 4) Retail Vitality, 5) Hospitality Expansion, 6) Small Business Support, and 7) Workforce Opportunities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Economic Development Strategy for the City of Dublin as prepared by Strategic Economics, Inc., attached hereto as **Exhibit A** to this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DUBLIN ECONOMIC DEVELOPMENT STRATEGY AND IMPLEMENTATION ACTIONS

FINAL

Prepared for:

City of Dublin
October 1, 2024

TABLE OF CONTENTS

ACKNOWLEDGMENTS 2

I. EXECUTIVE SUMMARY 3

II. INTRODUCTION 7

III. SUMMARY OF "SWOT" CONCLUSIONS 9

IV. COMMUNITY AND BUSINESS SURVEY FINDINGS 16

V. CHANGES AND PROGRESS SINCE THE 2012 ECONOMIC DEVELOPMENT STRATEGY 17

VI. GOALS, STRATEGIES, AND IMPLEMENTATION ACTIONS 19

- Goal 1: Innovation Growth 20
- Goal 2: Promote Infill Investment 23
- Goal 3: Greenfield Development 26
- Goal 4: Retail Vitality 29
- Goal 5: Hospitality Expansion 31
- Goal 6: Small Business Support 33
- Goal 7: Workforce Opportunities 37

VII. ECONOMIC PERFORMANCE INDICATORS 39

VIII. APPENDICES 40

Table of Figures

Figure 1: Jobs By Industry Sector in Dublin, 2023 9

Figure 2: Total Population of Tri-Valley Cities, 2000 to 2022 10

Figure 3: Job Growth by Industry Sector in Dublin and the Tri-Valley, 2016 to 2023 11

Figure 4: Office and Industrial Inventory in Dublin and Other Tri-Valley Communities, Square Feet, 2023 12

Figure 5: Dublin Educational Attainment for the Population 25 Years and Over, 2010 and 2021 13

Figure 6: Dublin Shopping Centers 14

Figure 7: Race in Dublin, 2000 to 2021 15

Figure 8: Online Survey Major Findings 16

Figure 9: Review of the 2012 City of Dublin Economic Development Strategy: Priorities, Goals, and Implementation Status 17

Figure 10: GOAL 1 - Innovation Growth Implementation Matrix 22

Figure 11: GOAL 2 - Infill Investment Implementation Matrix 25

Figure 12: GOAL 3 - Greenfield Development Implementation Matrix 28

Figure 13: GOAL 4 - Retail Vitality Implementation Matrix 31

Figure 14: GOAL 5 - Hospitality Expansion Implementation Matrix 32

Figure 15: GOAL 6 - Small Business Support Implementation Matrix 35

Figure 16: GOAL 7 - Workforce Opportunities Implementation Matrix 38

ACKNOWLEDGMENTS

City Council

Michael McCorriston	*Councilmember, Mayor*
Sherry Hu	*Councilmember, Vice Mayor*
Jean Josey	*Councilmember*
Kashef Qaadri	*Councilmember*
Janine Thalblum	*Councilmember*
Melissa Hernandez	*Former Mayor*

Focus Group Participants

Lesleigh Alderman
Stephen Baiter, EBEDA
Cindy Bannister, Orchard Commercial
Jeff Birnbaum, CBRE
Kelly Bowers, Three Valley's Community Foundation
Michael Carrigg, Colliers
Joe Castorena, Dogtopia
Julia Duncan, Tri-Valley ROP
Cindy Eszlinger, James Allyn Printing Co.
Tracy Farhad, Visit Tri-Valley
Matt Garrett, Lawrence Livermore National Lab
Diane Halden, Colliers
Frank Hanna, Twisted Pair Inc.
Shawn Hardy, Hines
Taz Harvey, Dublin Honda and Mazda
Rick Hearn, Vestar
Yu Ji, Avant Anti-Aging
Steve Kau, CPA
Veena Kaul, Kensington Laboratories
Jeanette Lema, Hively
Nancy Mangold, East Bay SBDC
Katie Marcel, Innovation Tri-Valley
Charles Martinez, Vestar
Lydia Moore, Fresh Millions
Karen Nguyen, Karen Nguyen - Skincare and Lashes
Jaimie Orfanos, Alameda County
Larry Plisskin, Pharmor Realty
Wil Ridder, Valley Link
Tim Sbranti, Innovation Tri-Valley
Angela Season, KeyPoint Credit Union
John Sechser, TRI Commercial
Kelly Shiffer, DWS Group
Mike Smith, Lee and Associates
Stephanie and Wendy, Three Sheets Craft Beer Bar
Carol Therien, Retail Pacific
Sandra Weck, Colliers
Sawsan Wolski, Dublin Arts Collective

Online Survey Participants

Many thanks to the numerous Dublin community members and businesses who shared their experiences and perspectives on this project through the online survey.

City Staff

Linda Smith, City Manager
Colleen Tribby, Assistant City Manager
Hazel Wetherford, Deputy City Manager
William McDonald, Fire Chief
Nate Schmidt, Police Chief
Andrew Russell, Public Works Director
Jeff Baker, Community Development Director
Neda Zayer, Assistant Community Development Director
Felicia Escover, Economic Development Manager
Crystal De Castro, Senior Planner
Rhonda Franklin, Management Analyst II

I. EXECUTIVE SUMMARY

The Dublin Economic Development Strategy is an implementation-focused plan that prioritizes and guides the City of Dublin's economic development activities for the next five to seven years. The Strategy primarily focuses on goals and strategies that the Office of Economic Development will implement with assistance from other City departments and outside partners or organizations.

The Economic Development Strategy incorporates technical analysis findings, results of stakeholder engagement, and input from City decisionmakers and staff. The conclusions of these efforts identified Dublin's competitive advantages and opportunities and led to the creation of strategies and actions that best support Dublin's long term economic development.

The Economic Development strategies and implementation actions are grouped into seven goals that support Dublin's overall economic vitality. The seven goals are identified below, along with the strategies that the City of Dublin will implement to achieve the goals. The Economic Development Strategy also identifies "Success Indicators" to measure progress in achieving each goal.

Goal 1: Innovation Growth. *Grow businesses and employment in innovation-oriented and professional services industries matching Dublin's strengths and opportunities—especially computer technology, professional services, biomedical devices, and other R&D/advanced manufacturing—through business attraction and marketing programs.*

Historically, Dublin's economy focused more heavily on household-serving uses, government jobs, and a few larger headquarters, regional offices, and manufacturing/R&D facilities. The City is now poised to pivot toward more aggressive business and job growth in innovation-oriented industries. Attraction of these industries is made possible by Dublin's larger and highly educated population, mix of infill development opportunities at land with existing uses or buildings, greenfield development opportunities on vacant land, and longstanding assets such as accessibility via BART and I-680/I-580 and location within the dynamic Tri-Valley market area.

The proposed strategies include:

- Adjusting outreach and engagement to focus on high-priority industry opportunities, and
- Establishing a business-friendly brand unique to Dublin's economic development efforts targeted to the noted industries and activities.

Goal 2: Promote Infill Investment. *Promote infill development and reinvestment in older retail, office, and industrial areas—including establishing Downtown Dublin as a vibrant community gathering space with a mix of modern employment, housing, retail, dining, and entertainment uses serving residents and workers.*

Dublin includes commercial and industrial developments that are now several decades old and positioned to benefit from reinvestment, modernization, or transformational change. These changes will enable Dublin to better compete for innovation-oriented businesses in the industries specified in Goal 1, create a community gathering space in Downtown Dublin, and attract modern retail, dining, recreation, and entertainment amenities.

The strategies focus on supporting four locations with significant potential:

- Investing in Downtown Dublin as an innovation district and a vibrant mixed-use community,
- Exploring opportunities with the Hacienda Crossings shopping center ownership to support reinvestment, tenant attraction, reducing barriers to diversifying uses, and re-visioning of the center, and
- Determining the functionality and relevance of existing industrial buildings for manufacturing, R&D, and construction businesses—especially at the Sierra Trinity Business Park.

Goal 3: Greenfield Development. *Ensure development of major greenfield opportunity sites with modern commercial and light industrial employment uses by supporting infrastructure needs and reducing cost barriers.*

Dublin's undeveloped "greenfield" sites represent major opportunities for attracting commercial and light industrial development. The Fallon East Economic Development Zone—located east of Fallon Road and north of I-580—is an opportunity to attract development of modern facilities that meet the needs of tenants in innovation-oriented industries. The Dublin Centre project could potentially provide a second downtown-like community gathering space southeast of Tassajara Road and Dublin Boulevard. Undeveloped properties owned by Alameda County east of the Dublin/Pleasanton BART station could accommodate transit-oriented development, including "Campus Office" employment uses specified for these properties in the Eastern Dublin Specific Plan. An adjacent property between Arnold Road and Hacienda Drive, currently owned by IKEA, could potentially accommodate a variety of commercial uses.

The following strategies focus on prioritizing greenfield sites to ensure future growth supports the economic development needs of Dublin:

- Prioritizing the Fallon East Economic Development Zone as a key district for attracting R&D, biomedical, office, manufacturing and other light industrial uses,
- Supporting the Dublin Centre Project's commercial component as a modern mixed-use space, and
- Collaborating with Alameda County and the adjacent property owner to attract desired development to parcels near the Dublin/Pleasanton BART station.

Goal 4: Retail Vitality. *Sustain and strengthen the health of Dublin's shopping, dining, and entertainment businesses through strategic planning and promotional efforts.*

Dublin's retail, dining, and entertainment opportunities continue to evolve in response to growing e-commerce sales and a growing preference for vibrant public places, including retail destinations. As more sales shift online—particularly for undifferentiated "commodity" goods—the tenant mix within physical storefront spaces will continue to shift toward a greater emphasis on dining, entertainment, personal and medical services, food/grocery, and unique "boutique" retail. Retail formats will also increasingly favor mixed-use, pedestrian-friendly environments providing a vibrant "third space" separate from places of home and work for the community to gather.

The following strategies seek to support Dublin's retail opportunities in light of these trends:

- Investigating other incentives, and changes to zoning and land use regulation to reduce barriers for retail conversion,
- Continuing and expanding the monitoring of performance of existing shopping centers and commercial areas in Dublin—especially those consisting of businesses threatened by e-commerce trends—by comparing sales tax performance of tenants to "comparable" retailers to provide notice of tenants at risk of closure, and
- Supporting the health of Dublin's automobile dealerships and other large sales tax revenue generators through continuation of one-on-one engagement.

Goal 5: Hospitality Expansion. *Work with regional agencies to expand and highlight Dublin's potential as a regional hotel and hospitality destination through hotel attraction efforts and advocacy for attracting a multiuse venue to Dublin.*

Dublin's opportunities to attract additional hotels are linked to employment and business growth within the city and Tri-Valley, as well as growth of new visitor attractions. The strategies focus on positioning Dublin to benefit from ongoing efforts to attract additional hotel stays and visitation:

- Positioning Dublin to attract or leverage hotel development opportunities related to the potential multiuse sports, entertainment, and conference venue that Visit Tri-Valley is seeking to bring to the region, and
- Working with relevant regional stakeholders to market Dublin as an ideal location for visitors seeking access to employment destinations and events in the Tri-Valley and beyond.

Goal 6: Small Business Support. *Strengthen startup and growth opportunities for small businesses by pursuing improvements to City processes and maintaining and marketing supportive services and programs.*

Dublin offers a variety of services to support small businesses. Opportunities exist to ensure that these services are widely known, proven to be effective, and successfully targeted to Dublin's increasingly diverse community of business owners. The following strategies target improvements in the support offered by the City of Dublin for local small businesses:

- Enhancing efficiency and transparency with business applicants during City processes,
- Enhancing marketing of City-offered incentives, services, and programs to existing small businesses,
- Enhancing engagement between the City of Dublin and the full diversity of local small businesses—especially those related to the city's large and rapidly growing Asian populations, and
- Expanding small business technical training resources as necessary.

Goal 7: Workforce Opportunities. *Enhance Dublin's workforce support and development systems to create opportunities for all members of the workforce through collaboration with regional organizations.*

Dublin's population is relatively well educated overall, but 15 percent of residents hold a high school diploma or did not finish high school. Dublin also includes a concentration of jobs in industry sectors that typically offer relatively low pay and limited benefits—such as retail, food

services, and personal services. Although the City does not directly provide education, training, and workforce development services, the City of Dublin has an opportunity to ensure these services are readily accessible for Dublin residents and workers. Dublin can also potentially enhance regional commute access for Dublin workers and residents.

Workforce strategies include:

- Leveraging regional workforce and economic development organizations and initiatives to ensure education and training services are accessible and appropriate for Dublin residents and workers, and
- Leveraging initiatives to expand and invest in transportation infrastructure that supports worker access to jobs, including the Valley Link Project.

II. INTRODUCTION

The Dublin Economic Development Strategy is an implementation-focused action plan that serves to prioritize and guide the City of Dublin's economic development activities for the next five to seven years. The Strategy primarily focuses on strategies and actions that the Office of Economic Development will implement with assistance from other City departments and outside partners or organizations. After adoption of the Strategy, the City of Dublin also intends to adopt an updated Economic Development Element of the City's General Plan. The Element serves as a citywide vision and policy plan, while the Strategy functions as a shorter-term implementation tool.

This new Economic Development Strategy identifies and leverages the mix of longstanding and new opportunities for the City of Dublin to expand business and workforce opportunities in the community. Dublin's previous Economic Development Strategy dates to 2012. In the 12 years since then, Dublin's population rapidly grew, the COVID-19 pandemic transformed where and how people work, retail opportunities have continued to evolve as e-commerce has grown, and regional and local economic conditions have continued to change.

Process for Developing the Strategy

The Economic Development Strategy incorporates technical analysis findings, results of stakeholder engagement, and input from City decisionmakers and staff. The conclusions of these efforts identified Dublin's competitive advantages and opportunities, and led to the creation of strategies and actions that best support Dublin's long term economic development. Steps taken to develop the Economic Development Strategy are detailed below:

- **Technical Analyses:** The consultant team—consisting of Strategic Economics, Greensfelder Real Estate Strategy, and Tawni Sullivan (a life science real estate industry expert)—completed detailed economic, market, workforce, and retail and trend analysis to identify Dublin's assets and opportunities. The analyses assessed demographic, employment, real estate, retail, and hotel/tourism conditions and trends. The conclusions of the technical analyses are incorporated in the Strategy, and the full technical analysis report is included as an appendix.
- **Business and Community Surveys:** Strategic Economics conducted two online community surveys targeted to Dublin residents and businesses, respectively. The surveys gauged respondents' opinions regarding the business environment in Dublin, priorities for economic development efforts, and the City's performance in creating a positive business environment. The results of the surveys were summarized in a Community Engagement Report that is included in the community engagement appendix of the Economic Development Strategy.
- **Stakeholder Interviews:** The consultant team and City staff completed seven focus group meetings with local and Tri-Valley stakeholders to gain insights into concerns and priorities relating to economic development for the City of Dublin. The focus groups consisted of commercial brokers and developers, local businesses, local and regional community and non-profit organizations, interested property managers and property owners, regional agencies, and City staff. Strategic Economics also conducted separate interviews with members of the Dublin City Council.

Report Contents

The remainder of the Economic Development Strategy consists of the following content:

1. **Summary of "SWOT" Conclusions:** Describes Dublin's strengths, weaknesses, opportunities, and threats that informed the Strategy.

2. **Summary of Community and Business Survey Findings:** Describes key takeaways from the community and business surveys conducted for the Strategy.

3. **Changes and Progress Since the 2012 Strategy:** Provides an overview of the City's progress in implementing the 2012 Economic Development Strategy, including ongoing City efforts and notes on how Dublin's economic opportunities have evolved over time.

4. **Goals, Strategies, and Implementation Actions:** Describes strategies and implementation actions to achieve seven goals that will guide the City of Dublin's economic development efforts over the next five to seven years. For each goal, an implementation action summary table notes the time frame, responsible party, potential partners, and tasks for implementation. Each goal also includes "Success Indicators," which consist of quantitative and qualitative criteria to measure progress toward achieving each goal.

5. **Economic Performance Indicators:** This section lists specific performance indicators that Dublin can use to measure the impact and progress of the Economic Development Strategy based on general economic conditions in Dublin.

6. **Technical Appendices:** The appendices include a technical report describing the findings and conclusions of the analyses and stakeholder input and a summary of the business and community survey results.

III. SUMMARY OF "SWOT" CONCLUSIONS

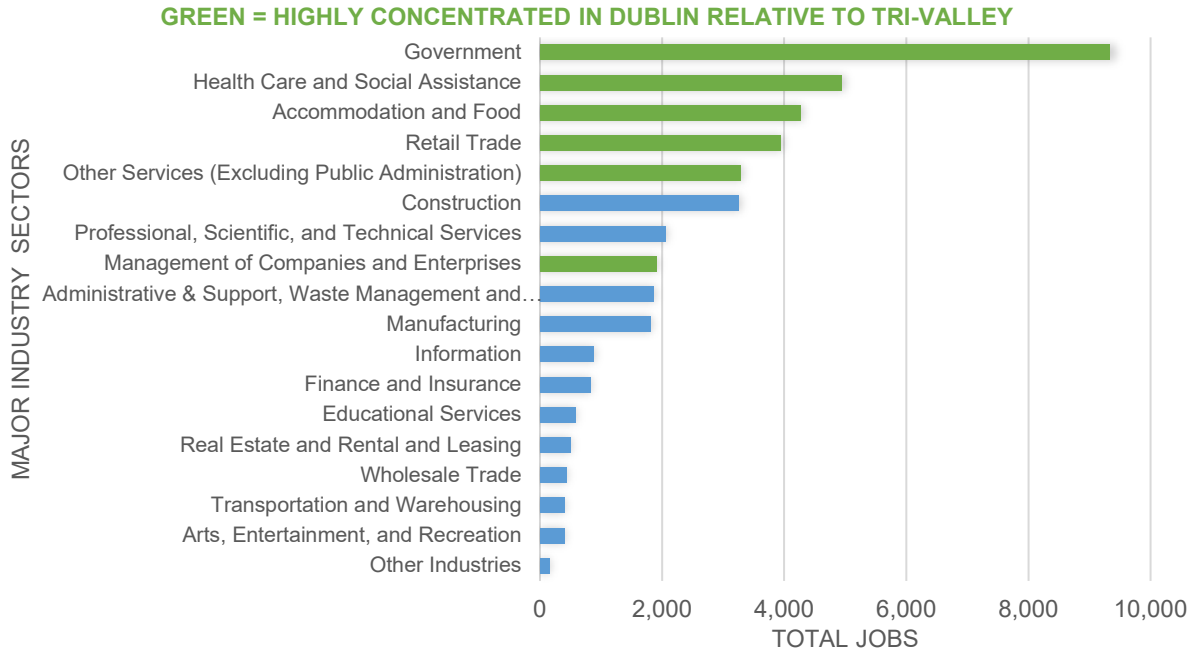
The in-depth analyses and community engagement efforts completed for the Economic Development Strategy identified several significant strengths, weaknesses, opportunities, and threats (SWOT) applicable to Dublin's economic development efforts. The conclusions of this analysis are summarized below, with detailed analysis provided in an appendix to the Economic Development Strategy.

Key Industries

Dublin's economy has historically focused heavily on household-serving uses and government jobs. Illustrated in Figure 1, more than 22 percent of Dublin's total jobs in 2023 were in the "Government" sector (government programs/facilities of all types) and another 30 percent of total jobs were in household-serving industries such as retail, services, and health care. These household-serving jobs corresponded to the city's rapid growth as a residential community.

Dublin also includes a longstanding presence of several corporate headquarters or major offices for companies representing a variety of industries. Multiple retail, medical device, financial services, and business services companies have headquarters or major regional offices in Dublin. Examples of companies located in Dublin include Ross Stores Inc., Patelco Credit Union, TriNet, and Zeiss Meditec.

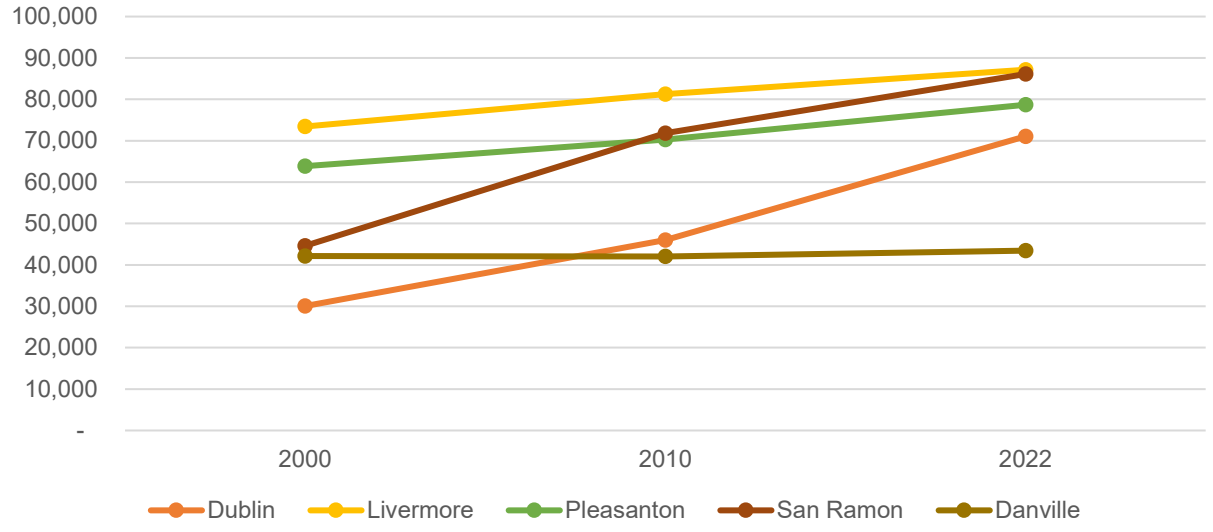
FIGURE 1: JOBS BY INDUSTRY SECTOR IN DUBLIN, 2023



Source: Lightcast Employment Q3 2023 Data; Strategic Economics, 2023.

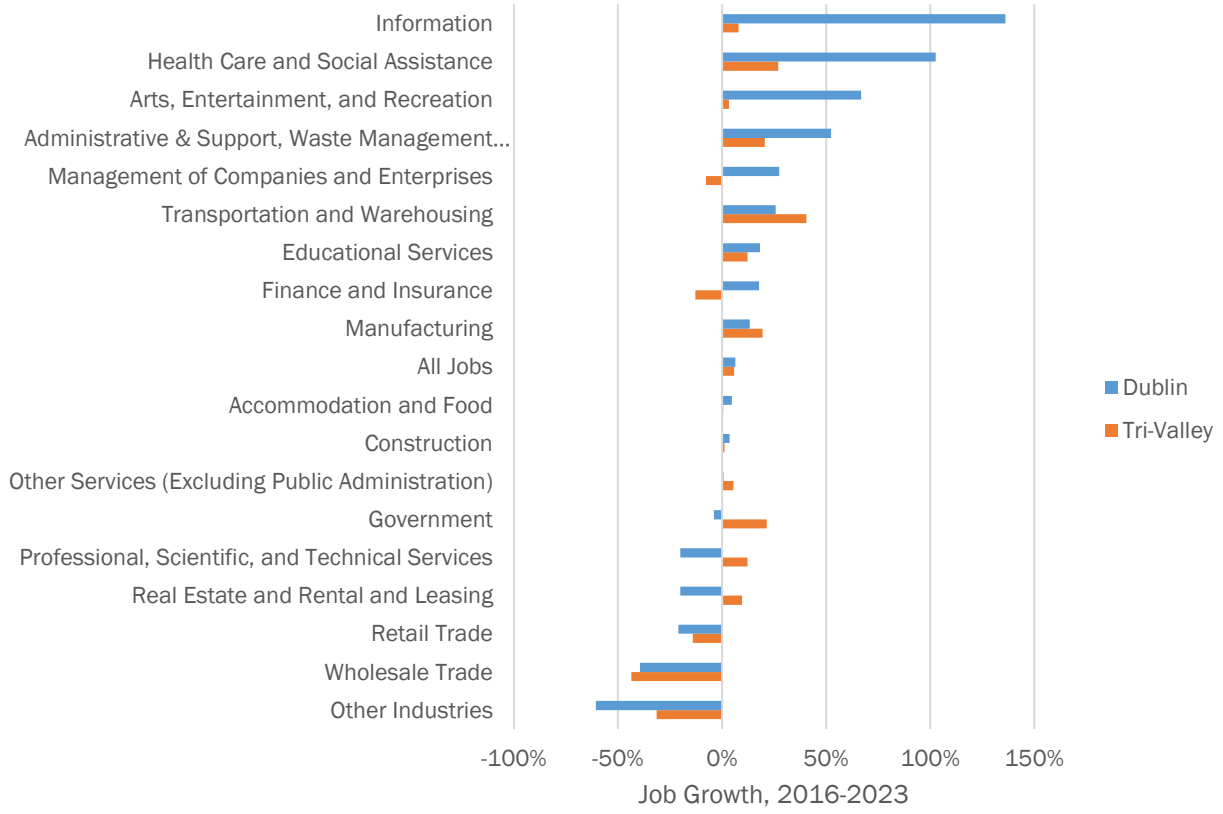
Dublin is positioned to build on its larger and highly educated residential base to pivot toward more aggressive business and job growth in professional services and innovation-oriented industries. As shown in Figure 2, Dublin's population grew more than 136 percent from 2000 to 2022—the fastest rate among Tri-Valley cities and now approaching the size of Pleasanton, San Ramon, and Danville. Dublin's residents are also highly educated, with nearly 70 percent of Dublin's population age 25 or older holding a bachelor's degree or higher. Dublin's larger and highly educated population base will allow the city to better compete for jobs in professional services and innovation-oriented industries. As illustrated in Figure 3, Dublin's job growth in the Information industry sector (which includes software and media) and Finance and Insurance sector exceeded the Tri-Valley as a whole from 2016 to 2023. Dublin also attracted more than $300 million in venture capital investments in software and electronic hardware technology related businesses from 2018 to 2023. Given these strengths and broader regional economic trends, Dublin is positioned to attract long term growth in computer technology, professional services, biomedical industries, and other R&D and advanced manufacturing businesses.

FIGURE 2: TOTAL POPULATION OF TRI-VALLEY CITIES, 2000 TO 2022



Source: U.S. Census Bureau, 2000,2010, ACS 2018-2022; Strategic Economics, 2024

FIGURE 3: JOB GROWTH BY INDUSTRY SECTOR IN DUBLIN AND THE TRI-VALLEY, 2016 TO 2023



Source: Lightcast Employment Q3 2023 Data; Strategic Economics, 2023

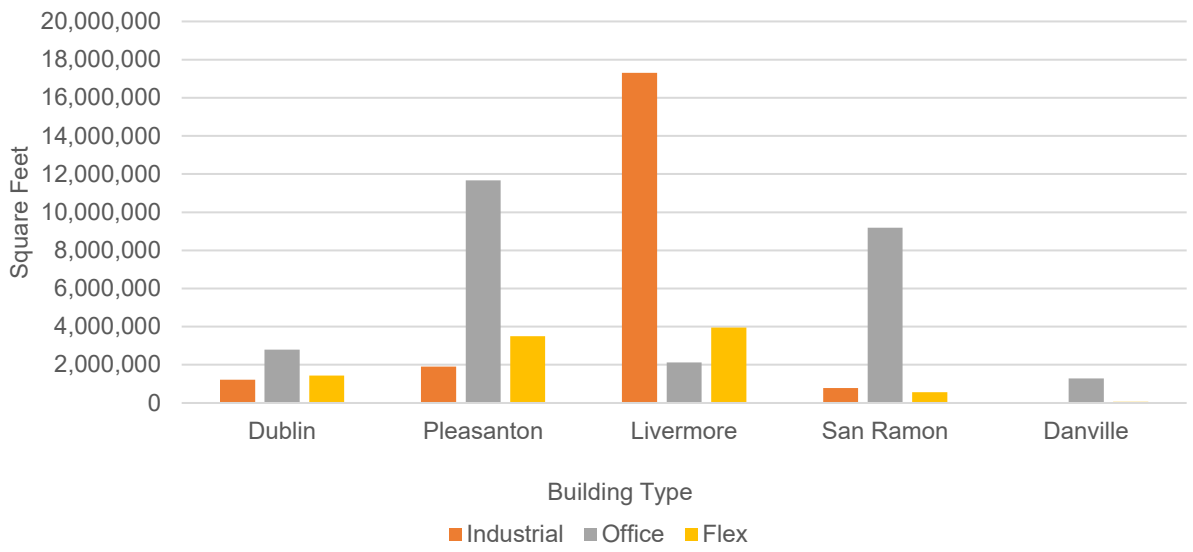
The Tri-Valley's robust regional institutional assets and industry organizations create opportunities to enhance Dublin's economic development efforts. Nearby institutions and organizations such as Sandia National Laboratory, Las Positas College, Lawrence Livermore National Laboratory, and i-Gate attract talent to the Tri-Valley, drive innovation, and create ongoing potential for Dublin to capture spinoff business growth.

Infrastructure, Built Environment, and Real Estate

Dublin's office and light industrial building inventory is relatively small and becoming dated as little new development activity occurs—creating a need to support further build-to-suit and speculative development through business attraction and development support efforts. Demand for Dublin's inventory of office and light industrial spaces is reasonably strong, although the city has a much smaller share of new space suitable for office, R&D, and manufacturing uses than other Tri-Valley cities, as illustrated in Figure 4. Recent new office, light industrial, and R&D development activity has been limited, resulting in an aging building stock. Stakeholders interviewed for the Economic Development Strategy noted the need for modernized office, light industrial/flex, and R&D space that offers the chance for businesses to locate and expand in Dublin. This space is more likely to be built when demand rises to a level such that a large business seeks a new build-to-suit space, or when achievable rents and other development conditions improve in Dublin and across the Bay Area.

Speculative office and life science development is currently constrained throughout the Bay Area due to recent increases in labor and materials costs, increased financing costs, and limited access to capital. Fortunately, Dublin's economic development efforts have contributed to the construction of the Zeiss Innovation Center, the proposed Dublin Commons project, and proposed redevelopment of the former Hexcel property.

FIGURE 4: OFFICE AND INDUSTRIAL INVENTORY IN DUBLIN AND OTHER TRI-VALLEY COMMUNITIES, SQUARE FEET, 2023



Source: CoStar, 2023; Strategic Economics, 2023

Dublin's remaining greenfield development sites are major opportunities to attract large-scale, modern office, R&D, and manufacturing uses, but each site requires unique infrastructure or other development support. Dublin's "greenfield" commercial and light industrial opportunity sites consist of previously undeveloped properties at the Fallon East Economic Development Zone, Dublin Centre Project, and near the Dublin/Pleasanton BART station. This collection of greenfield sites is an asset that Dublin can use to attract new innovation-oriented businesses and, in the case of Dublin Centre, create a modern mixed-use community gathering space. The City is already working to address the major infrastructure needs at the Fallon East Economic Development Zone, and proactively engaging developers at the other major greenfield sites.

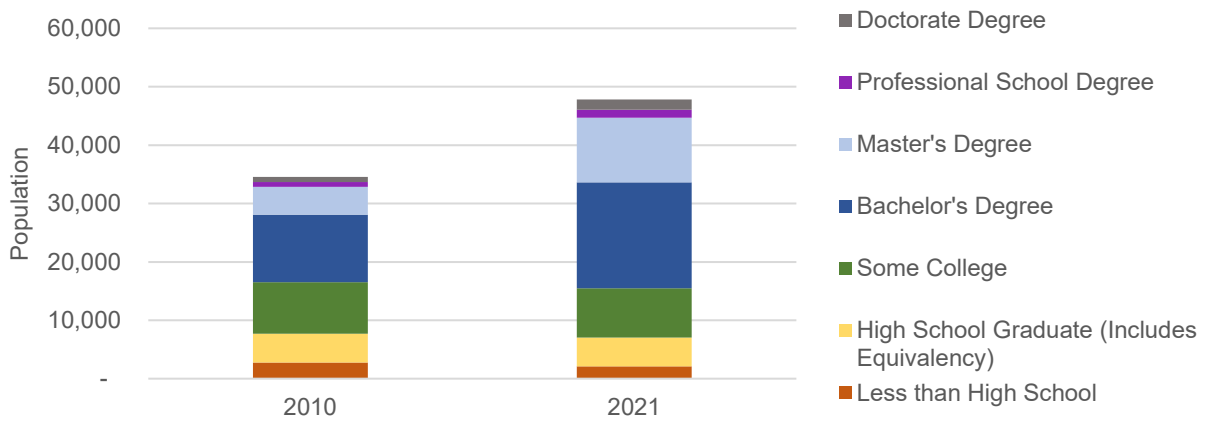
Several of Dublin's older existing commercial areas, like Downtown Dublin and Hacienda Crossings, require reinvestment and modernization—creating a need for the City to balance efforts to develop greenfield sites while also supporting the health of older commercial properties. Various older commercial areas in Dublin have outdated space that does not meet the needs of modern tenants. In addition, many of these areas suffer from a lack of amenities and welcoming public gathering spaces. These environments are made even less welcoming by limited pedestrian access to and within the shopping centers. The Downtown Dublin Specific Plan intends to resolve these issues by creating a modern mixed-use environment with bike and pedestrian connections, but similar efforts should be targeted for other commercial areas like Hacienda Crossings. Overall attempts to modernize and reinvest in Dublin's existing buildings, spaces, and districts will help balance citywide economic development by promoting infill development in conjunction with ongoing greenfield development.

Dublin has strong demand for its limited existing industrial space, but competition from recreation and other household-serving uses creates a need to consider potential preservation of these spaces for industrial uses. According to CoStar real estate data, the vacancy rate in Dublin's small inventory of industrial spaces has been below one percent for much of the past five years. Although Dublin includes a few larger industrial buildings, the variety of smaller buildings and spaces within the Sierra Trinity Business Park represent more than 78 percent and 60 percent of Dublin's industrial and flex space, respectively. This important reservoir of industrial space for construction, manufacturing, repair and maintenance uses in Dublin is also experiencing strong demand from recreation and fitness tenants—creating a need to examine the appropriate balance of uses to ensure production, distribution, and repair services and businesses are still accommodated in Dublin. However, if these spaces are preserved for innovation-oriented industrial uses, then it will also be important to ensure recreational and fitness businesses are accommodated elsewhere in Dublin.

Workforce and Job Access

Growth of local jobs aligned with Dublin's highly educated population will create an opportunity for more residents to work locally and help reduce current long commutes. Dublin's residents enjoy excellent access to jobs throughout the region via I-580, I-680, and two BART stations. However, local growth of jobs aligned with Dublin's highly skilled and educated workforce, as shown in Figure 5, will create an opportunity for more residents to work locally and potentially reduce the 35 percent share of Dublin workers commuting more than 40 minutes to work (according to U.S. Census ACS 2017-2021 estimates).

FIGURE 5: DUBLIN EDUCATIONAL ATTAINMENT FOR THE POPULATION 25 YEARS AND OVER, 2010 AND 2021



Source: U.S. Census Bureau ACS 2010-2014, 2017-2021 5 Year Estimates; Strategic Economics, 2023.

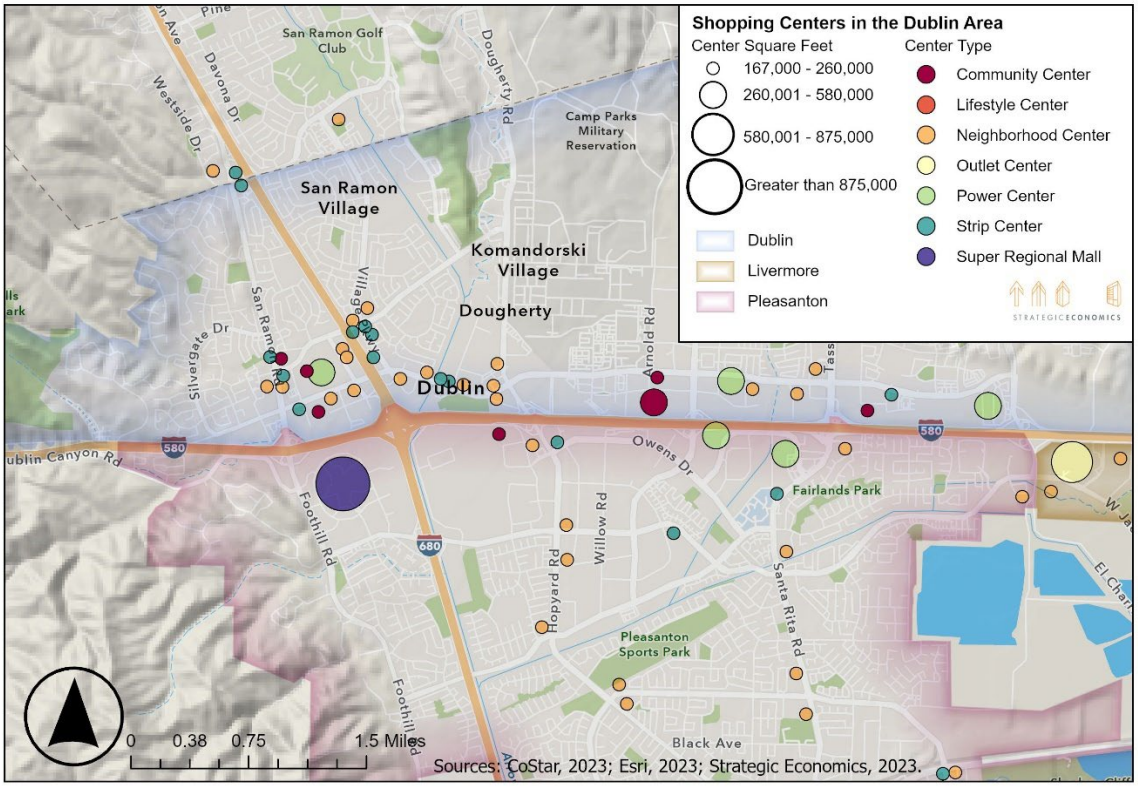
Collaborations with Tri-Valley workforce development organizations can enhance the trained and skilled workforce available for Dublin employers and support career opportunities for workers in Dublin. Collaborations with education and workforce development partners can support the availability of trained workers for Dublin employers across all categories of skills and occupations. Workforce and education service providers can also create new career opportunities for workers in Dublin's large share of jobs in industries that typically pay relatively lower wages and have less job stability, such as retail, food service, and personal services. Examples of regional workforce development organizations

include Tri-Valley Career Center, Las Positas College, and the Tri-Valley Regional Occupational Program.

Retail and Hotels

Dublin's retail inventory is large and desirable for a wide range of tenants. Dublin has approximately four million square feet of retail space, including a variety of regional and local shopping centers—as shown in Figure 6—and large automobile dealerships. Automobile dealerships and automobile-related businesses generated over 40 percent of Dublin's sales tax revenue in 2022—the City's largest category of sales tax revenue—followed by general consumer goods, business to business sales, and restaurants and hotels. Dublin's overall retail sales have recovered overall since the onset of the COVID-19 pandemic in 2020, although performance varied by category of retail.

FIGURE 6: DUBLIN SHOPPING CENTERS



Source: CoStar, 2023; Esri, 2023; Strategic Economics, 2023

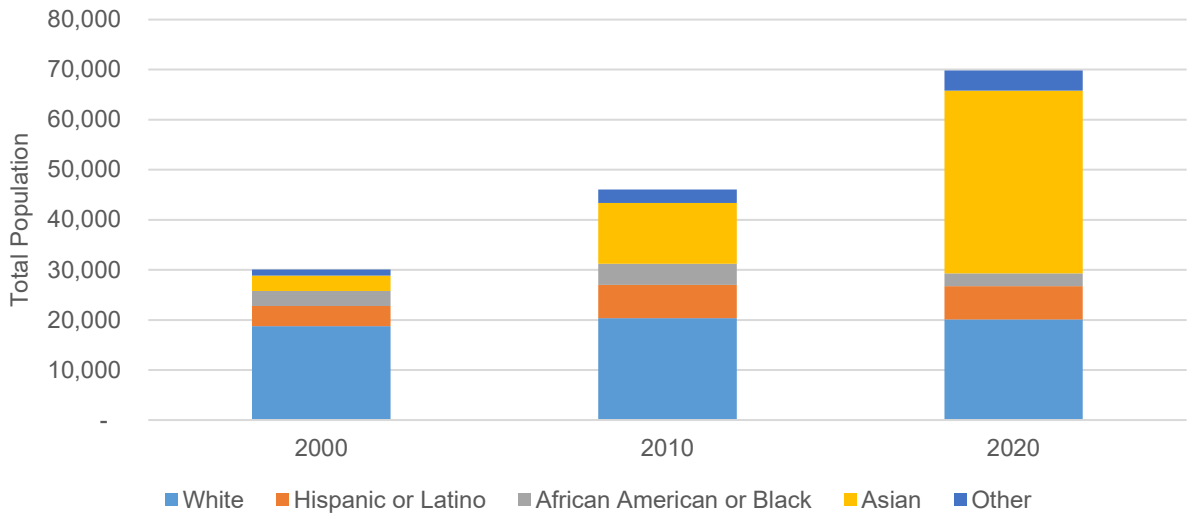
Dublin's retail, dining, and entertainment opportunities will need to continually evolve in response to growing e-commerce sales and the evolution of bricks-and-mortar retail. As more sales shift online—particularly for undifferentiated "commodity" goods—Dublin should anticipate that the tenant mix within physical storefront spaces will continue to shift toward a greater emphasis on dining, entertainment, personal and medical services, food/grocery, and unique "boutique" retail. These trends are apparent in Dublin's sales tax data for 2022 to 2023, which indicates increasing sales in the Downtown Dublin Specific Plan area but declines among "big box" power centers that typically sell many goods readily available online. These trends especially create challenges for large-scale

shopping centers like Hacienda Crossings. Demand for different types of spaces continues to evolve, and there is currently relatively lower demand for big-box retail spaces than in the past. Broader retail trends make it increasingly difficult to fill large vacant retail space, and it is often expensive or impractical to split these spaces for use by more than one retailer.

Dublin's retail spaces primarily consist of traditional automobile-oriented shopping centers and commercial corridors; the city lacks amenity-rich community gathering destinations, although opportunities exist in Downtown Dublin and Dublin Centre. Despite Dublin's strong quality of life and desirable climate, safety, and location, residents and businesses continue to note its lack of a vibrant community gathering space with pedestrian accessibility. Current public-private efforts are underway to develop such a place in Downtown Dublin with the Dublin Commons project, and the Dublin Centre project is also planning to create a similar activity node.

Dublin's rapidly diversifying population opens new opportunities to attract businesses reflecting a wide variety of cultural influences. Since 2000, U.S. Census data shows that Dublin's population growth overwhelmingly consisted of residents identifying as Asian, as shown in Figure 7. The U.S. Census American Community Survey estimates that, as of 2021, 48 percent of Dublin's Asian residents were of Indian origin, 26 percent of Chinese origin, and nine percent of Filipino origin. Half of Dublin's residents report speaking a language other than English at home. The rich diversity of Dublin's population creates opportunities to further support the diverse mix of retail, grocery, dining, and personal services businesses in the city.

FIGURE 7: RACE IN DUBLIN, 2000 TO 2021



Source: U.S. Census Bureau, 2000, 2010, ACS 2017-2021; Strategic Economics, 2023.

Regional initiatives to attract hotel stays and a multiuse venue can support local hotels in Dublin. Dublin's hotels primarily attract business travelers based on the city's convenient access to major employers throughout the Tri-Valley and beyond. As hotel occupancy and revenues continue to recover over time since the COVID-19 pandemic, Dublin can position itself to leverage Visit Tri-Valley's efforts to expand visitation. Visit Tri-Valley is pursuing development of a multiuse sports, entertainment, and conference venue, which Dublin could either seek to attract to the city itself or seek to leverage for further hotel stays.

IV. COMMUNITY AND BUSINESS SURVEY FINDINGS

As part of the Economic Development Strategy process, Strategic Economics administered two online surveys to Dublin residents and businesses, respectively. Both surveys were used to inform the selection of both strategies and implementation actions for the City of Dublin. The surveys' major findings are summarized below and grouped by general positive opinions and concerns about Dublin. The detailed survey findings are shown in an appendix to the Economic Development Strategy.

FIGURE 8: ONLINE SURVEY MAJOR FINDINGS

Community Survey

Positive Opinions about Dublin

- A wide variety of dining, beverage, and entertainment destinations
- Large amount of welcoming public parks
- Large quantity of different shopping and retail stores

Concerns about Dublin

- Lack of high-quality job opportunities compatible with residents
- Housing affordability
- Limited downtown or large community gathering space
- Over-emphasis on residential development by the City

Business Survey

Positive Opinions about Dublin

- Proximity to potential customers
- Safe and welcoming community
- Desirable demographic composition and trends
- City Staff responsiveness and communication

Concerns about Dublin

- Lack of affordable office, retail, or industrial space
- High water and utility costs and fees
- Limited awareness of City funding and incentives among existing local businesses

V. CHANGES AND PROGRESS SINCE THE 2012 ECONOMIC DEVELOPMENT STRATEGY

The City of Dublin's previous Economic Development Strategy established four priorities based on conditions and opportunities identified in 2012. The City of Dublin has made—and continues to make—substantial progress on implementing that strategy's implementation actions. Although the new Economic Development Strategy re-prioritizes and adjusts the City's efforts, the Strategy also seeks to build upon and enhance past successes and ongoing actions by the City of Dublin's economic development team. The previous priorities and related ongoing current City actions are described in Figure 9 below.

FIGURE 9: REVIEW OF THE 2012 CITY OF DUBLIN ECONOMIC DEVELOPMENT STRATEGY: PRIORITIES, GOALS, AND IMPLEMENTATION STATUS

2012 Priority *2012 Goal*	2012 Strategy Actions	Ongoing City Efforts
Economic Vibrancy *Continued development and job growth*	Maintain and enhance ED activities, including marketing and branding	Business visits and roundtables Business incentive and recognition programs Engaging with regional economic development efforts and organizations Maintaining responsive communications, including ongoing interactions with brokers and property owners
Small Business *Facilitate business expansion projects*	Enhance development services, with streamlined permitting for routine growth-supporting real estate improvement projects	Management of small business navigator and business concierge programs Promotional campaigns, including a holiday gift guide, small business spotlight series, and bi-monthly newsletters Small business support via grants, a mobile text program, business visitation program, and special events like a small business night at the farmers' market
Eastern Transit Center *Encourage new development, particularly commercial office and retail spaces*	Increase partnerships with real estate developers and landowners to entitle and market sites	As-needed development support Coordination with Alameda County Surplus Property Authority
Downtown Dublin *Expedite progress toward the Downtown Vision*	Explore options to facilitate development, including financing mechanisms, funding sources, and revitalization tools	Significant ongoing Downtown Dublin development support

The City of Dublin has made especially significant progress in implementing the Downtown Dublin and Eastern Transit Center goals. Efforts at Downtown Dublin include completion of an Urban Land Institute Technical Assistance Panel, approval of the Downtown Preferred Vision, adoption of specific plan amendments, adoption of public-private agreements, and a variety of other ongoing development

support efforts. Progress at the Eastern Transit Center includes construction of a parking garage, construction of additional housing, tenanting of storefront spaces, and ongoing support for potential development projects. In addition, Dublin has continued to balance competing priorities as R&D and entertainment uses compete for limited affordable space.

The City of Dublin also proactively continued to identify and pursue new opportunities since the 2012 Economic Development Strategy was adopted, as demonstrated by ongoing progress in pursuing development and business attraction to the Fallon East Economic Development Zone. This area consists of approximately 285 acres of largely undeveloped land northeast of Fallon Road and I-580. In the years since 2012, the City of Dublin recognized this area as a major commercial and industrial development opportunity and has thus far approved General Plan land use amendments in 2022, established an incentives package for targeted types of businesses, and is working with property owners and the City of Livermore to fund and construct the Dublin Boulevard extension to support future development.

VI. GOALS, STRATEGIES, AND IMPLEMENTATION ACTIONS

The following strategies and implementation actions are organized within seven goals that reflect challenges and opportunities identified through the technical analyses and community outreach activities completed for the Economic Development Strategy.

The description of each goal includes a list of "**Success Indicators**." These quantitative and qualitative criteria provide measurements of progress toward achieving each goal. City staff will track the indicators and provide an annual "Economic Development Strategy Progress Report" to the Dublin City Council.

An "implementation matrix" follows each set of strategies and actions. The matrices provide detailed strategy implementation guidance by specifying the following information:

- **Time frame:** Details the timing of action implementation. Actions that must be continuously implemented over time are marked as "ongoing."
- **Subarea:** Indicates whether the action item primarily applies citywide or to specific locations.
- **Supporting organization/department:** Lists City departments or outside partners necessary for successful action implementation (in partnership with Dublin's Economic Development staff).
- **Tasks for Implementation:** Identifies tasks to be completed as part of implementing a given strategy or action.

Goals

The strategies and actions focus on achieving the following seven primary goals to support Dublin's economic vibrancy, workforce opportunities, and overall quality of life. These goals are rooted in the opportunities and challenges noted in this report's "Summary of SWOT Conclusions."

Goal 1: Innovation Growth
Grow businesses and employment in innovation-oriented and professional services industries matching Dublin's strengths and opportunities—especially computer technology, professional services, biomedical devices, and other R&D/advanced manufacturing—through business attraction and marketing programs.

Goal 2: Promote Infill Investment
Promote infill development and reinvestment in older retail, office, and industrial areas—including establishing Downtown Dublin as a vibrant community gathering space with a mix of modern employment, retail, dining, and entertainment uses serving residents and workers.

Goal 3: Greenfield Development
Ensure development of major greenfield opportunity sites with modern commercial and light industrial employment uses by supporting infrastructure needs and reducing cost barriers.

Goal 4: Retail Vitality
Sustain and strengthen the health of Dublin's shopping, dining, and entertainment businesses through strategic planning and promotional efforts.

Goal 5: Hospitality Expansion
Work with regional agencies to expand and highlight Dublin's potential as a regional hotel and hospitality destination through hotel attraction efforts and advocacy for attracting a multiuse venue to Dublin.

Goal 6: Small Business Support
Strengthen startup and growth opportunities for small businesses by pursuing improvements to City processes and maintaining and marketing supportive services and programs.

Goal 7: Workforce Opportunities
Enhance Dublin's workforce support and development systems to create opportunities for all members of the workforce through collaboration with regional organizations.

Goal 1: Innovation Growth

Historically, Dublin's economy focused more heavily on household-serving uses, government jobs, and a few larger headquarters, regional offices, and manufacturing/R&D facilities. The City is now poised to pivot toward more aggressive business and job growth in innovation-oriented industries, as indicated by recent venture capital investments and attraction of facilities such as the Zeiss Innovation Center. Attraction of these industries is made possible by Dublin's larger and highly educated population, mix of infill development and greenfield development opportunities, and longstanding assets such as accessibility via BART and I-680/I-580 and location within the dynamic Tri-Valley market area. Based on this mix of assets and current economic trends, high-priority industry opportunities include:

- Information Technology, Software, and Artificial Intelligence
- Professional Services
- Biomedical – Including medical equipment/device R&D and manufacturing

The strategies seek to support Dublin in attracting and retaining businesses in these growing industry opportunities.

*The following **Success Indicators** will be used to track progress toward the "Innovation Growth" goal:*

- *Names or numbers of relevant businesses started, attracted, or retained in Dublin.*

Strategy 1.1 **Adjust, enhance, formalize, and implement outreach and engagement with businesses, brokers, industry associations, and Tri-Valley institutions to focus on high-priority industry opportunities, including information technology, professional services, and biomedical uses such as medical equipment/device R&D and manufacturing.**

Action 1.1.1 Establish standing industry stakeholder groups for information technology, professional and financial services, and biomedical businesses. Convene meetings with each stakeholder group twice per year to

communicate City news and learn about these employers' needs and concerns.

Action 1.1.2 Convene meetings with brokers, developers, and major property owners twice per year to provide updates regarding City efforts, resources, and major development projects, and to receive input regarding conditions and needs.

Action 1.1.3 Focus existing business visitation program towards high-priority industries to identify specific business needs while connecting them with available resources and services.

Action 1.1.4 Continue City practices of offering business seminars and hosting roundtable programs in collaboration with relevant regional stakeholders such as the Dublin Chamber of Commerce and the East Bay Economic Development Alliance. Within these events, target high-priority industries to maintain relationships with these businesses and better understand challenges and opportunities for City staff to provide support.

Action 1.1.5 Continue partnership with local and regional entities such as the Dublin Chamber of Commerce, Innovation Tri-Valley, i-Gate, Lawrence Livermore National Laboratory, Sandia National Laboratory, East Bay Small Business Development Center, and East Bay Economic Development Alliance to participate in business events and other relevant trade shows or industry groups.

Strategy 1.2 **Establish a business-friendly brand unique to Dublin's economic development efforts targeted to the noted industries and activities, with a focus on Dublin's competitive assets such as its geographic location near I-580 and I-680, BART access, high educational attainment, and major infill and greenfield development opportunity sites.**

Action 1.2.1 Conduct annual City staff trainings to establish a shared understanding of Dublin's assets and messaging for economic development and emphasize the benefits of ensuring the City maintains a business-friendly environment.

Action 1.2.2 Undertake and implement an economic development-tailored marketing and branding strategy that focuses on Dublin's competitive assets and transformational development projects/areas identified through the Economic Development Strategy effort, as well as existing business and development incentives. As part of this new branding identity, create a cohesive marketing plan that includes an updated webpage unique to the economic development branding strategy, creation of new materials for handout at industry meetings, and refreshed press and media engagement.

FIGURE 10: GOAL 1 - INNOVATION GROWTH IMPLEMENTATION MATRIX

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
1.1.1. Establish standing industry stakeholder groups for information technology, professional and financial services, and biomedical businesses. Convene meetings with each stakeholder group twice per year to communicate City news and learn about these employers' needs and concerns.	Ongoing	Citywide	Dublin Chamber of Commerce, Biomedical Manufacturing Network, Daybreak Labs, i-Gate	Conduct semi-annual meetings
1.1.2. Convene meetings with brokers, developers, and major property owners twice per year to provide updates regarding City efforts, resources, and major development projects, and to receive input regarding conditions and needs.	Ongoing	Citywide		Conduct semi-annual meetings
1.1.3. Focus existing business visitation program towards high-priority industries to identify specific business needs while connecting them with available resources and services.	Ongoing	Citywide		Identify businesses for monthly visitations
1.1.4. Continue City practices of offering business seminars and hosting roundtable programs in collaboration with relevant regional stakeholders such as the Dublin Chamber of Commerce and the East Bay Economic Development Alliance. Within these events, target high-priority industries to maintain relationships with these businesses and better understand challenges and opportunities for City staff to provide support.	Ongoing	Citywide	Dublin Chamber of Commerce, East Bay Economic Development Alliance, technical service providers, topic area experts	Organize seminars and roundtables
1.1.5. Continue partnership with local and regional entities such as the Dublin Chamber of Commerce, Innovation Tri-Valley, i-Gate, Lawrence Livermore National Laboratory, Sandia National Laboratory, East Bay Small Business Development Center, and East Bay Economic Development Alliance to participate in business events and other relevant trade shows or industry groups.	Ongoing	Citywide	Dublin Chamber of Commerce, Innovation Tri-Valley, i-GATE, Lawrence Livermore National Laboratory, Sandia National Laboratory, East Bay Small Business Development Center, and East Bay Economic Development Alliance	Attend events and partner with organizations

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
1.2.1. Conduct annual City staff trainings to establish a shared understanding of Dublin's assets and messaging for economic development and emphasize the benefits of ensuring the City maintains a business-friendly environment.	1-2 years and then Ongoing	Citywide	Community Development Department, Public Works Department, Fire, City Manager's Office	Organize annual staff trainings
1.2.2. Undertake and implement an economic development-tailored marketing and branding strategy that focuses on Dublin's competitive assets and transformational development projects/areas identified through the Economic Development Strategy effort, as well as existing business and development incentives. As part of this new branding identity, create a cohesive marketing plan that includes an updated webpage unique to the economic development branding strategy, creation of new materials for handout at industry meetings, and refreshed press and media engagement.	1-2 years	Citywide	City Manager's Office, Community Development Department, Communications Division, Information Systems Division	Complete a marketing and branding strategy

Goal 2: Promote Infill Investment

Dublin includes commercial and industrial developments that are now several decades old and positioned to benefit from reinvestment, modernization, or transformational change. These changes will enable Dublin to better compete for innovation-oriented businesses in the industries specified in Goal 1, create a community gathering space in Downtown Dublin, and attract modern retail, housing, dining, recreation, and entertainment amenities.

The strategies focus on supporting three locations with significant potential. First, substantial public and private efforts are already underway to construct the "Dublin Commons" project within the Downtown Dublin Preferred Plan area. The new project envisions the creation of a new community gathering hub with a mix of retail, life science, and residential uses. Second, the large Hacienda Crossings shopping center represents a variety of potential future opportunities to attract new entertainment and dining tenants, and potentially re-envision the center's design and uses. Finally, the future of Dublin's older industrial building stock—especially within the Sierra Trinity Business Park—must be carefully considered to examine the proper balance between retaining industrial uses versus allowing other uses to repurpose these spaces.

*The following **Success Indicators** will be used to track progress toward the "Infill Investment" goal:*

- *Milestones achieved for completing the Dublin Commons project, including related infrastructure.*
- *Milestones achieved for accelerating other investment and development that supports implementation of the Downtown Dublin Specific Plan.*
- *Milestones achieved for potentially creating a business and innovation incubator.*

- *Tenants attracted to or retained at Hacienda Crossings.*
- *Investments at Hacienda Crossings.*
- *Regulatory adjustments to maintain intended uses at properties zoned for industrial use.*

Strategy 2.1 **Identify and implement investments, partnerships, and regulatory changes that accelerate the emergence of Downtown Dublin as an innovation district and a vibrant mixed-use community and regional gathering destination—including improved integration of the Downtown Core area with other subareas.**

Action 2.1.1 Continue providing supportive services, regulatory amendments, and participating in development negotiations as part of the public-private partnership to accelerate buildout and tenanting of the Dublin Commons project.

Action 2.1.2 Explore adoption of funding and financing tools—including enhanced infrastructure financing districts and community facilities districts—to accelerate construction of public infrastructure that supports buildout of the Dublin Commons project and improves multimodal transportation connections within and between subareas of Downtown Dublin.

Action 2.1.3 Continue to build partnerships with interested property owners and developers to identify and implement opportunities to accelerate the development of the Downtown Dublin Specific Plan area.

Action 2.1.4 Explore the potential creation of a business and innovation incubator space in the Downtown Dublin area.

Strategy 2.2 **Explore opportunities with the Hacienda Crossings shopping center owner to support tenant attraction (including non-traditional anchors that attract foot traffic, such as medical office uses), expansion of entertainment and dining, reducing barriers to diversifying uses, and incentivizing reinvestment and new development.**

Action 2.2.1 Maintain proactive regular contact with Hacienda Crossings management and ownership to identify and address barriers and opportunities for attracting tenants and reinvestment at the shopping center—especially for the specified tenant types and potential addition of different commercial and residential uses. Promote existing tenant attraction incentives such as the sales tax reimbursement program.

Action 2.2.2 If the Hacienda Crossings ownership chooses to pursue a significant master planning or re-visioning process for the center, collaboratively identify ways to support and accelerate this process.

Strategy 2.3 **Undertake a process to determine the functionality and relevance of existing industrial buildings for manufacturing, R&D, and construction businesses;**

implement land use restrictions as needed to preserve the diversity of spaces available for businesses.

Action 2.3.1 Conduct ongoing actions to study the functionality, relevance, challenges, and opportunities of industrial spaces, especially within the Sierra Trinity Business Park. This study includes establishing areas of focus, conducting outreach to businesses with new or existing business licenses in those areas, and seeking targeted feedback from real estate brokers and property owners.

Action 2.3.2 Based on the findings of the preceding action, investigate the need for land use restrictions that limit or expand the types of uses permitted in specific industrial areas in Dublin, particularly in the Sierra Trinity Business Park.

FIGURE 11: GOAL 2 - INFILL INVESTMENT IMPLEMENTATION MATRIX

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
2.1.1. Continue providing supportive services, regulatory amendments, and participating in development negotiations as part of the public-private partnership to accelerate buildout and tenanting of the Dublin Commons project.	Ongoing	Downtown Dublin Retail District	City Manager's Office; Dublin Commons development partner	Support Dublin Commons buildout and tenanting
2.1.2. Explore adoption of funding and financing tools—including enhanced infrastructure financing districts and community facilities districts—to accelerate construction of public infrastructure that supports buildout of the Dublin Commons project and improves multimodal transportation connections within and between subareas of Downtown Dublin.	1-2 years	Downtown Dublin Retail District	Dublin Commons development partner	Identify potential funding tools
2.1.3. Continue to build partnerships with interested property owners and developers to identify and implement opportunities to accelerate the development of the Downtown Dublin Specific Plan area.	Ongoing	Downtown Dublin Retail District, Downtown Dublin Village Parkway, Downtown Dublin TOD	Interested property owners and developers in Downtown Dublin	Strengthen relationships with property owners and developers

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
2.1.4. Explore the potential creation of a business and innovation incubator space in the Downtown Dublin area.	1-2 years	Downtown Dublin Retail District, Downtown Dublin Village Parkway, Downtown Dublin TOD	East Bay Economic Development Alliance, Innovation Tri-Valley, i-Gate, Daybreak Labs, Lawrence Livermore National Laboratory, Sandia National Laboratory, Las Positas College	Explore the creation of an innovation incubator space in Downtown Dublin
2.2.1. Maintain proactive regular contact with Hacienda Crossings management and ownership to identify and address barriers and opportunities for attracting tenants and reinvestment at the shopping center—especially for the specified tenant types and potential addition of different commercial and residential uses. Promote existing tenant attraction incentives such as the sales tax reimbursement program.	Ongoing	Hacienda Crossings	Hacienda Crossings management, ownership, and businesses	Strengthen relationship with asset manager
2.2.2. If the Hacienda Crossings ownership chooses to pursue a significant master planning or re-visioning process for the center, collaboratively identify ways to support and accelerate this process.	3-5 years	Hacienda Crossings	Hacienda Crossings Ownership	Collaborate with Hacienda Crossings on a potential re-visioning process
2.3.1. Conduct ongoing actions to study the functionality, relevance, challenges, and opportunities of industrial spaces, especially within the Sierra Trinity Business Park. This study includes establishing areas of focus, conducting outreach to businesses with new or existing business licenses in those areas, and seeking targeted feedback from real estate brokers and property owners.	2-3 years	Citywide, Sierra Trinity Business Park	Community Development Department	Conduct study and work with brokers on a business attraction strategy
2.3.2. Based on the findings of the preceding action, investigate the need for land use restrictions that limit or expand the types of uses permitted in specific industrial areas in Dublin, particularly in the Sierra Trinity Business Park.	3-5 years	Citywide, Sierra Trinity Business Park	Community Development Department	If needed, amend land uses

Goal 3: Greenfield Development

Dublin's undeveloped "greenfield" sites represent major opportunities for attracting commercial and light industrial development. The Fallon East Economic Development Zone—located east of Fallon Road and north of I-580—is a longstanding City focus area, with the opportunity to attract development

of modern facilities that meet the needs of tenants in innovation-oriented industries. The Dublin Centre project could potentially provide a second downtown-like community gathering space southeast of Tassajara Road and Dublin Boulevard, while also effectively providing daily needs retail for the large number of new housing units to be built in the area. Undeveloped properties owned by Alameda County east of the Dublin/Pleasanton BART station could accommodate transit-oriented development, including "Campus Office" employment uses specified for these properties in the Eastern Dublin Specific Plan. An adjacent property between Arnold Road and Hacienda Drive, currently owned by IKEA, could potentially accommodate a variety of commercial uses.

The following strategies focus on meeting the unique needs of each major greenfield development site by undertaking actions to accelerate development and ensure future growth supports the economic development needs of the Dublin community.

*The following **Success Indicators** will be used to track progress toward the "Greenfield Development" goal:*

- *Milestones achieved for completing infrastructure and development in the Fallon East Economic Development Zone.*
- *Number or names of businesses attracted to the Fallon East Economic Development Zone.*
- *Milestones achieved for completing development of a mixed-use community destination as part of the Dublin Centre project.*
- *Milestones achieved to accelerate and complete desired development at properties owned by Alameda County near the Dublin/Pleasanton BART station.*
- *Milestones achieved to accelerate and complete desired development at the property currently owned by IKEA.*

Strategy 3.1 **Continue prioritizing the Fallon East Economic Development Zone as a key district for attracting R&D, biomedical, office, manufacturing and other light industrial uses, with efforts including infrastructure funding and financing, and proactive consideration of incentives adjustments in response to business/developer feedback.**

Action 3.1.1 Continue working with property owners, developers, and the City of Livermore to coordinate, fund, and build out the Dublin Boulevard extension and other required infrastructure.

Action 3.1.2 As part of ongoing outreach and engagement with relevant businesses, developers, and property owners, solicit feedback on the effectiveness of existing development incentives in the Fallon East EDZ; adjust incentives as needed.

Action 3.1.3 Promote greenfield development opportunities at the Fallon East EDZ as part of Dublin's broader marketing and branding efforts, especially when undertaking business attraction efforts focused on R&D, biomedical, office, manufacturing and other light industrial uses.

Strategy 3.2 **Work with the developer of the Dublin Centre project to ensure the creation of a second modern mixed-use community gathering, shopping, dining, and entertainment destination at the project.**

Action 3.2.1 Continue ongoing engagement with the Dublin Centre project development team to identify and resolve any potential regulatory barriers to build out the commercial area, support business attraction efforts, and emphasize the importance of fulfilling the community's desire for creation of a vibrant community gathering space that also offers daily needs retail.

Strategy 3.3 **Continue proactive engagement with Alameda County to determine a shared vision and work plan for activating and developing County-owned parcels near the Dublin/Pleasanton BART station with a potential mix of employment and housing uses.**

Action 3.3.1 Continue ongoing communication with the Alameda County Surplus Property Authority to maintain a shared understanding of the potential preferred uses of the remaining development opportunity sites, explore ways in which the City can support development and business attraction, and coordinate regarding County-led efforts to develop the sites.

Strategy 3.4 **Continue to monitor opportunities to support desired commercial development at the vacant property currently owned by IKEA (bounded by Arnold Road, Martinelli Way, Hacienda Drive, and I-580).**

Action 3.4.1 Continue regular engagement with property owners of the "IKEA" site to encourage consideration of development desired by the City and to identify ways to support efforts to pursue new projects at the site via existing City services.

FIGURE 12: GOAL 3 - GREENFIELD DEVELOPMENT IMPLEMENTATION MATRIX

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
3.1.1. Continue working with property owners, developers, and the City of Livermore to coordinate, fund, and build out the Dublin Boulevard extension and other required infrastructure.	Ongoing	Fallon East Economic Development Zone	City of Livermore, Public Works Department, Relevant property owners and developers along Dublin Blvd. and in the Fallon East EDZ	Support the Dublin Boulevard extension and other required infrastructure
3.1.2. As part of ongoing outreach and engagement with relevant businesses, developers, and property owners, solicit feedback on the effectiveness of existing development incentives in the Fallon East EDZ; adjust incentives as needed.	Ongoing	Fallon East Economic Development Zone	Relevant property owners, businesses, and developers in or near the Fallon East EDZ	Work with industry leaders and brokers and adjust incentives as needed

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
3.1.3. Promote greenfield development opportunities at the Fallon East EDZ as part of Dublin's broader marketing and branding efforts, especially when undertaking business attraction efforts focused on R&D, biomedical, office, manufacturing, and other light industrial uses.	2-3 years	Fallon East Economic Development Zone	City Manager's Office, Community Development Department, Public Works Department, Communications Division	Include greenfield development opportunities in updated marketing and branding efforts
3.2.1. Continue ongoing engagement with the Dublin Centre project development team to identify and resolve any potential regulatory barriers to build out the commercial area, support business attraction efforts, and emphasize the importance of fulfilling the community's desire for creation of a vibrant community gathering space that also offers daily needs retail.	Ongoing	580 Corridor	Dublin Centre project development team	Continue engagement with the Dublin Centre team
3.3.1. Continue ongoing communication with the Alameda County Surplus Property Authority to maintain a shared understanding of the potential preferred uses of the remaining development opportunity sites, explore ways in which the City can support development and business attraction, and coordinate regarding County-led efforts to develop the sites.	Ongoing	Tassajara Road	Alameda County Surplus Property Authority	Collaborate with Alameda County on the future development of the remaining sites
3.4.1 Continue regular engagement with property owners of the "IKEA" site to encourage consideration of development desired by the City and to identify ways to support efforts to pursue new projects at the site via existing City services.	Ongoing	Hacienda Drive	Relevant property owner(s)	Support property owner with permitting/ construction

Goal 4: Retail Vitality

Dublin's retail, dining, and entertainment opportunities continue to evolve in response to growing e-commerce sales, a growing preference for vibrant public places, and the continuing evolution of brick-and-mortar requirements. As more sales shift online—particularly for undifferentiated "commodity" goods—the tenant mix within physical storefront spaces will continue to shift toward a greater emphasis on dining, entertainment, personal and medical services, food/grocery, and unique "boutique" retail. The following strategies seek to support Dublin's retail opportunities in light of these trends, by reducing cost barriers for new tenants and by supporting the health of existing retail tenants.

*The following **Success Indicators** will be used to track progress toward the "Retail Vitality" goal:*

- *Numbers or names of relevant businesses attracted or retained in Dublin, such as stores, restaurants, personal services, automobile dealerships, medical services, professional services, and theaters.*
- *Retail sales tax revenue growth that exceeds other Tri-Valley communities.*

- *Retention of top ten sales tax generators.*

Strategy 4.1 **Study other potential incentives and changes to zoning and land use regulation that will reduce barriers to splitting large vacant retail spaces, and to converting retail uses to in-demand uses such as entertainment, dining, personal service, and flexible retail uses.**

Action 4.1.1 Collect information regarding specific regulatory barriers to changes of use in retail spaces through ongoing contacts with brokers and retail, dining, and entertainment businesses. Work with the Community Development Department to support review and modification of any barriers as needed.

Strategy 4.2 **Continue and expand monitoring of the performance of existing shopping centers and commercial areas, especially those consisting of businesses threatened by e-commerce trends, and continue to provide proactive targeted support to underperforming locations.**

Action 4.2.1 Continue working with the City of Dublin's sales tax data provider to establish data reporting geographies for each shopping center and retail district in Dublin.

Action 4.2.2 Continue monitoring sales tax performance on a quarterly basis for all reporting geographies and for any businesses showing a declining sales trend in year-over-year sales compared to a "comparable store," even if the retailer is not showing a major decline in sales. Conduct outreach and market existing City-offered services to owners of shopping centers and businesses experiencing significant declines in sales. Consider retaining a retailer "coach" to work with these businesses.

Action 4.2.3 Continue ongoing engagement with brokers and property owners to identify opportunities, challenges, tenant changes, and trends.

Strategy 4.3 **Continue to communicate with and support the health of Dublin's automobile dealerships and other large sales tax revenue generators.**

Action 4.3.1 Continue annual outreach to automobile dealership owners and the other top 10 sales tax revenue generators in Dublin to offer City services and identify and resolve any relevant issues and concerns.

FIGURE 13: GOAL 4 - RETAIL VITALITY IMPLEMENTATION MATRIX

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
4.1.1. Collect information regarding specific regulatory barriers to changes of use in retail spaces through ongoing contacts with brokers and retail, dining, and entertainment businesses. Work with the Community Development Department to support review and modification of any barriers as needed.	1-2 years	Citywide	Community Development Department, Local businesses and stakeholders	Identify and resolve barriers to changes of use in Dublin retail spaces
4.2.1. Continue working with the City of Dublin's sales tax data provider to establish data reporting geographies for each shopping center and retail district in Dublin.	Ongoing	Citywide	HdL	Update reporting geographies
4.2.2. Continue monitoring sales tax performance on a quarterly basis for all reporting geographies and for any businesses showing major declines in sales. Conduct outreach and offer services to owners of shopping centers and businesses experiencing significant declines in sales.	Ongoing	Citywide	HdL, Shopping Center property owners and management staff	Comple quarterly sales tax performance analysis; outreach as appropriate
4.2.3. Continue ongoing engagement with brokers and property owners to identify opportunities, challenges, and tenant changes.	Ongoing	Citywide	Local brokers and property owners	Collaborate with brokers and stakeholders
4.3.1. Continue annual outreach to automobile dealership owners and the other top 10 sales tax revenue generators in Dublin to offer City services and identify and resolve any relevant issues and concerns.	Ongoing	Citywide	HdL, automobile dealership owners, top sales tax revenue generators	Conduct annual outreach

Goal 5: Hospitality Expansion

Dublin's opportunities to attract additional hotels are linked to employment and business growth within the city and Tri-Valley, as well as growth of new visitor attractions. The strategies focus on positioning Dublin to benefit from ongoing efforts to attract a new multiuse sports, entertainment, and meeting venue to the Tri-Valley—including attraction of new hotels—and continuing to promote the accessibility of Dublin's hotels to businesses and Tri-Valley destinations.

*The following **Success Indicators** will be used to track progress toward the "Hospitality Expansion" goal:*

- *Milestones achieved in completion of a multiuse venue in Dublin, unless no longer applicable.*
- *Milestones achieved in completion of new hotels.*

- *Hotel occupancy rates that exceed those of the Tri-Valley overall.*

Strategy 5.1 **Position Dublin to attract a potential multiuse venue and new hotels that would capture visitation and commercial activity associated with events at the multiuse venue.**

Action 5.1.1 Through ongoing collaboration with Visit Tri-Valley, determine potential opportunities for Dublin to better position local opportunity sites for attraction of a multiuse venue.

Action 5.1.2 If a site outside Dublin is prioritized for attraction of a multiuse venue, determine potential ways the City can support the venue's construction and attract new hotels and hotel stays based on the venue's operations.

Strategy 5.2 **Work with Visit Tri-Valley and local hotel operators to market Dublin as an ideal location for visitors seeking access to employment destinations and events throughout the Tri-Valley.**

Action 5.2.1 Work with Visit Tri-Valley to convene an annual meeting of hotel owners and managers in Dublin to offer services, identify and address concerns, and learn about opportunities to promote the City's hotels.

Action 5.2.2 Continue collaboration with Visit Tri-Valley and advocate for promotion of Dublin's hotels and new hotel development.

FIGURE 14: GOAL 5 - HOSPITALITY EXPANSION IMPLEMENTATION MATRIX

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
5.1.1. Through ongoing collaboration with Visit Tri-Valley, determine potential opportunities for Dublin to better position local opportunity sites for attraction of a multiuse venue.	Ongoing	Citywide	Visit Tri-Valley	Identify potential venue opportunities
5.1.2. If a site outside Dublin is prioritized for attraction of a multiuse venue, determine potential ways the City can support the venue's construction and attract new hotels and hotel stays based on the venue's operations.	3-5 years	Citywide	Visit Tri-Valley, City that is prioritized for multiuse venue	Develop a plan / policy to attract hotel development and hotel stays based on the venue's operations
5.2.1. Work with Visit Tri-Valley to convene an annual meeting of hotel owners and managers in Dublin to offer services, identify and address concerns, and learn about opportunities to promote the City's hotels.	1-2 years, then Ongoing	Citywide	Dublin hotel owners and managers	Conduct an annual meeting

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
5.2.2. Continue collaboration with Visit Tri-Valley and advocate for promotion of Dublin's hotels and new hotel development.	Ongoing	Citywide	Visit Tri-Valley	Support promotional collaborations for Dublin hotels

Goal 6: Small Business Support

Dublin offers a variety of services to support small businesses. Opportunities exist to ensure that these services are widely known, proven to be effective, and successfully targeted to Dublin's increasingly diverse community of business owners. The following strategies target improvements in the efficiency, marketing, and accessibility of support offered by the City of Dublin for local small businesses.

*The following **Success Indicators** will be used to track progress toward the "Small Business Support" goal:*

- *Businesses assisted by the business concierge or similar support programs, including services provided.*
- *City process improvements implemented in response to feedback received via follow-up surveys with businesses that interacted with the City of Dublin.*
- *Number of inquiries received from existing businesses regarding available business support services and incentives.*
- *Changes to small business promotional events and initiatives to improve these efforts' effectiveness.*
- *Expansion and usage of small business technical training resources.*

Strategy 6.1 Improve efficiency and transparency with small business applicants during the City's permitting process.

Action 6.1.1 Continue maintaining a "concierge" function to support businesses in navigating processes to obtain business licenses and to serve as an advocate and navigator for obtaining building and planning approvals.

Action 6.1.2 Prepare and conduct ongoing follow-up surveys with businesses that interact with the City of Dublin to obtain licenses, permits, and entitlements. Complete an annual review to identify recurring issues that can enhance clarity and efficiency of these processes.

Strategy 6.2 Improve marketing of City-offered incentives, services, and programs to existing small businesses in addition to maintaining current success in engaging new businesses.

Action 6.2.1 In addition to continuing to promote available City services to new businesses obtaining business licenses, establish and maintain a process and regular timeline for preparing and sending email blasts, social media promotions, and mailing of printed materials to all local business license holders. Through these contacts, promote City business support services, incentives, and relevant news.

Action 6.2.2 Continue conducting reviews of small business promotional events and campaigns to assess their impact and relevance to the businesses; consider modifying, ending, or beginning new initiatives based on the findings.

Strategy 6.3 **Enhance ongoing engagement between the City of Dublin and the full diversity of local small businesses—including businesses specifically targeted to Dublin's fast-growing communities of Indian and Chinese descent—to understand opportunities to support businesses and to share available programs and marketing opportunities.**

Action 6.3.1 Conduct targeted outreach to businesses and business organizations focused on serving Dublin's Indian American and Chinese American communities to gather information about specific needs, concerns, and potential modifications to City services and explanatory materials. Implement updates to programs, processes, and written and online materials as needed.

Strategy 6.4 **As opportunities and funding arise, expand small business technical training resources.**

Action 6.4.1 Continue to provide and, if possible, expand the Small Business Navigator program, and other technical support programs.

Action 6.4.2 Continue using the City's website to help connect local small businesses to Federal, State, and nonprofit programs and organizations that provide technical assistance.

Action 6.4.3 Continue providing responsive small business assistance through activities such as direction to resources, local grant funding and low-cost loan opportunities, landlord outreach, and connections with real estate brokers and other regional partners.

FIGURE 15: GOAL 6 - SMALL BUSINESS SUPPORT IMPLEMENTATION MATRIX

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
6.1.1. Continue maintaining a "concierge" function to support businesses in navigating processes to obtain business licenses and to serve as an advocate and navigator for obtaining building and planning approvals.	Ongoing	Citywide	Community Development Department, Public Works Department	Continue providing business support
6.1.2. Prepare and conduct ongoing follow-up surveys with businesses that interact with the City of Dublin to obtain licenses, permits, and entitlements. Complete an annual review to identify recurring issues that can enhance clarity and efficiency of these processes.	1-2 years, then Ongoing	Citywide	Community Development Department, Public Works Department	Conduct surveys, analyze data, and hold an annual review with staff
6.2.1. In addition to continuing to promote available City services to new businesses obtaining business licenses, establish and maintain a process and regular timeline for preparing and sending email blasts, social media promotions, and mailing of printed materials to all local business license holders. Through these contacts, promote City business support services, incentives, and relevant news.	Ongoing	Citywide	Community Development Department, Communications Division	Establish a press calendar for media and marketing materials to local businesses
6.2.2. Continue conducting reviews of small business promotional events and campaigns to assess their impact and relevance to the businesses; consider modifying, ending, or beginning new initiatives based on the findings.	Ongoing	Citywide	Public Information Department	Develop review criteria; complete annual review of small business promotional events
6.3.1. Conduct targeted outreach to businesses and business organizations focused on serving Dublin's Indian American and Chinese American communities to gather information about specific needs, concerns, and potential modifications to City services and explanatory materials. Implement updates to programs, processes, and written and online materials as needed.	2-3 years, then Ongoing	Citywide	Public Information Department	Direct outreach to businesses; update programs, processes, materials, as needed
6.4.1. Continue to provide and, if possible, expand the Small Business Navigator program, and other technical support programs.	Ongoing	Citywide	Communications Division, Information Systems Division	Direct outreach to businesses on program availability

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
6.4.2. Continue using the City's website to help connect local small businesses to Federal, State, and nonprofit programs and organizations that provide technical assistance.	Ongoing	Citywide	Communications Division	Keep data and resources current on webpage; bring awareness to resources, and increase online traffic
6.4.3. Continue providing responsive small business assistance through activities such as direction to resources, local grant funding and low-cost loan opportunities, landlord outreach, and connections with real estate brokers and other regional partners.	Ongoing	Citywide	Local property owners and real estate brokers	Direct outreach to small businesses to provide assistance or direction

Goal 7: Workforce Opportunities

Dublin's population is well educated overall, but 15 percent of residents hold a high school diploma or did not finish high school. Dublin also includes a concentration of jobs in industry sectors that typically offer relatively low pay and limited benefits—such as retail, food services, and personal services.

Although the City of Dublin does not directly provide education, training, and workforce development services, the City has an opportunity to ensure these services are readily accessible for Dublin residents and workers. Dublin can also potentially enhance regional commute access for Dublin workers and residents by planning for ways to leverage improved accessibility created by the planned Valley Link Project rail service to the San Joquin Valley.

*The following **Success Indicators** will be used to track progress toward the "Workforce Opportunities" goal:*

- *Milestones for implementation of existing and new workforce development partnerships.*
- *Milestones for completion of the Valley Link project and related local commute access improvements.*

Strategy 7.1 **Influence and leverage regional workforce and economic development organizations and initiatives to ensure workforce development, education, and vocational training services are available to Dublin residents and workers.**

Action 7.1.1 Maintain regular contact with and seek opportunities to connect and encourage collaboration between major employers, the Dublin Unified School District, Las Positas College, and Tri-Valley workforce development organizations. Use this process to enhance awareness of available training services and their graduates, encourage creation of internship and on-the-job training opportunities, and clarify the workforce training needs of Dublin's employers.

Strategy 7.2 **Leverage initiatives to expand and invest in transportation infrastructure that supports Dublin worker access.**

Action 7.2.1 Consider and incorporate new worker commute access opportunities in City planning and business attraction efforts, based on the Valley Link Project. Ensure new public projects and, when possible, private development projects support robust "last-mile" job access connections from the Dublin/Pleasanton BART station.

FIGURE 16: GOAL 7 - WORKFORCE OPPORTUNITIES IMPLEMENTATION MATRIX

Action Item	Time Frame	Subarea	Supporting Organization / Department	Tasks for Implementation
7.1.1. Maintain regular contact with and seek opportunities to connect and encourage collaboration between major employers, the Dublin Unified School District, Las Positas College, and Tri-Valley workforce development organizations. Use this process to enhance awareness of available training services and their graduates, encourage creation of internship and on-the-job training opportunities, and clarify the workforce training needs of Dublin's employers.	Ongoing	Citywide	Dublin Unified School District, Las Positas College, Tri-Valley workforce development organizations	Conduct meetings with relevant workforce development organizations
7.2.1. Consider and incorporate new worker commute access opportunities in City planning and business attraction efforts, based on the Valley Link Project. Ensure new public projects and, when possible, private development projects support robust "last-mile" job access connections from the Dublin/Pleasanton BART station.	3-5 years	Citywide	Valley Link, Contra Costa Transportation Authority, Tri-Valley Transit, Tri-Valley Transportation Council, Transportation, Community Development Department, Public Works Department	Support the development of new worker access projects and opportunities

VII. ECONOMIC PERFORMANCE INDICATORS

The following economic performance indicators are recommended for use by the Office of Economic Development to track and market economic conditions in the City of Dublin. These indicators gauge the health of the Dublin economy, but may be influenced by regional, national, or international conditions and therefore outside of the control of the City of Dublin. In contrast, the "Success Indicators" listed for each goal will be used to track progress toward achieving each goal.

1. **New and Discontinued Business Licenses:** Number of business licenses issued and discontinued annually for businesses located in Dublin, by location within the city.
2. **Transient Occupancy Tax Revenue:** Amount of annual transient occupancy tax revenue collected annually.
3. **Building Permits:** Number and value of commercial and industrial building permits issued by the City annually.
4. **Sales Tax Revenue:** Amount of citywide sales tax revenue collected annually. If this data can be reviewed on a business-by-business basis for retailers, sales trends can point to businesses that may be struggling, but that are not yet at risk of closure. Early intervention with coaching or other expertise may help the City retain these businesses.
5. **Resident Employment and Unemployment Rate:** Labor force, employment, and unemployment rate for Dublin's residents, updated monthly and annually based on California Employment Development Department data.
6. **Jobs Count:** Annual number of jobs located in Dublin and the Tri-Valley based on a consistent set of data sources such as Lightcast via the East Bay Economic Development Alliance, U.S. Census Longitudinal Employer-Household Dynamics data, or, as available through custom request, Quarterly Census of Employment and Wages data via the California Employment Development Department.
7. **Overall Real Estate Market Data:** Summary of asking rents, vacancy rates, and absorption rates collected quarterly for Dublin's industrial and commercial buildings.

VIII. APPENDICES

Appendix A. Technical Analysis Report

Appendix B. Community Engagement Summary

APPENDIX A: TECHNICAL ANALYSIS REPORT

This appendix to the *City of Dublin Economic Development Strategy and Implementation Actions* report ("Economic Development Strategy") summarizes the existing conditions and dynamics of Dublin's economy to identify the City's strengths, weaknesses, opportunities and threats for sustaining future economic growth and prosperity. Strategic Economics completed technical analyses and community outreach to develop the findings of this appendix. The "Summary of SWOT Conclusions" section of the Economic Development Strategy summarized the key conclusions of these analyses. Those conclusions and the detailed findings described in this appendix informed development of the economic development strategies and implementation actions.

Approach and Contents

Strategic Economics completed a variety of data analyses to identify Dublin's competitive positioning, opportunities, and challenges. Strategic Economics and the City of Dublin also conducted outreach to local stakeholders to inform and complement the findings of the data analyses. Stakeholder engagement activities included online business and community surveys, seven focus groups, and interviews with members of the Dublin City Council. These engagement activities were described in detail in the Economic Development Strategy.

This report is organized into the following sections:

1. Population and Workforce (page 3)
2. Key Industry Sectors and Jobs (page 11)
3. Office, Flex, and Light Industrial Real Estate Market Conditions (page 20)
4. Retail Performance (page 25)
5. Hotels and Tourism (page 30)

The Technical Analysis Report references smaller geographies, or "subareas," within Dublin as shown in Figure 1. These subareas were created in consultation with City of Dublin staff to capture concentrations of business and jobs within Dublin and to better analyze and recommend actions for specific areas of the city.

The analyses also often compared Dublin with other major Tri-Valley communities (Danville, Livermore, Pleasanton, and San Ramon), the Tri-Valley as a whole, and the East Bay (Contra Costa and Alameda Counties). Regional comparisons provide context for understanding Dublin's competitive positioning and assets, and to identify broader regional trends in the types of jobs and businesses that are growing or declining.

FIGURE 1: REFERENCE MAP OF DUBLIN ECONOMIC DEVELOPMENT STRATEGY SUBAREAS

1. Population and Workforce

Dublin's population and workforce characteristics impact the community's economic opportunities in a variety of ways. The size and composition of the residential customer base impacts Dublin's ability to support different kinds of retail. The resident workforce affects Dublin's ability to grow jobs and economic activity through entrepreneurship and employer growth, retention, and attraction. Commute patterns clarify existing workforce transportation assets and potential gaps in matches between local jobs and resident skills.

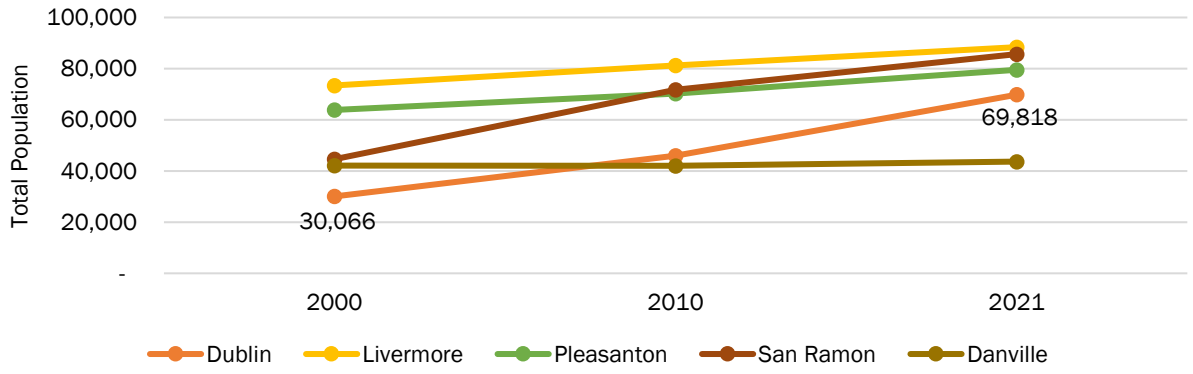
The Population and Workforce findings open with a discussion of key demographic and household trends that impact Dublin's competitive positioning for jobs and retail. These findings are followed by a comparison of Dublin's resident workforce versus local jobs and an assessment of resident and worker commute patterns.

DEMOGRAPHIC TRENDS

The following findings describe the existing demographics of Dublin's population and households in terms of population, income, race and ethnicity. The findings are based on analysis of 2000, 2010, and 2020 data obtained from the U.S. Census Bureau Decennial Census, and 2021 data obtained from the Census's American Community Survey (ACS) 5-year estimates.

Dublin is the fastest growing city in the Tri-Valley region and is now comparable in size to other major Tri-Valley communities. As shown in Figure 2, Dublin's population grew 136 percent from 2000 to 2021, with growth accelerating since 2010 and greatly exceeding all other Tri-Valley communities. Dublin's population of nearly 70,000 residents is now approaching the size of Livermore, San Ramon, and Pleasanton's populations—which ranged from 79,558 to 88,403 as of 2021.

FIGURE 2: TOTAL POPULATION, 2000 TO 2021

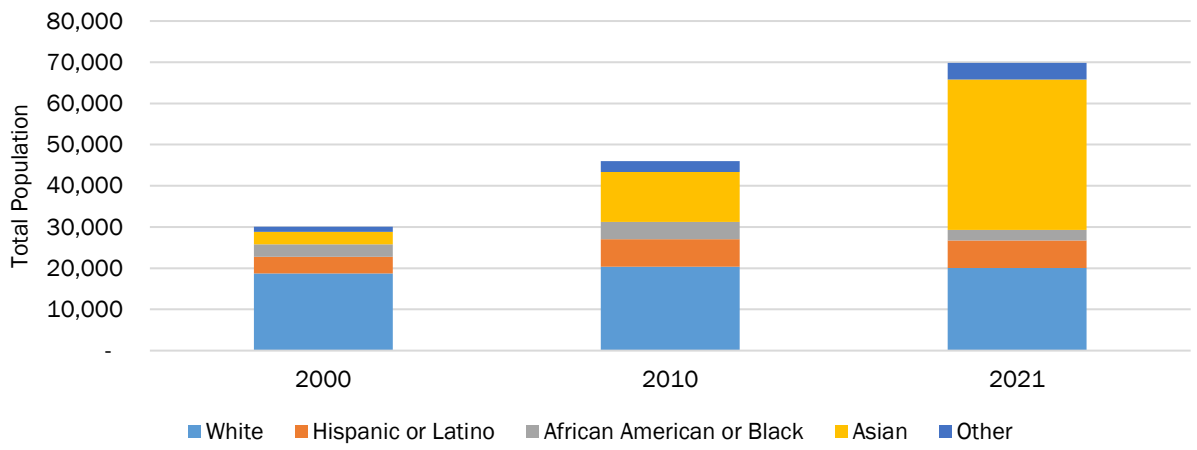


Sources: U.S. Census Bureau, 2000, 2010, ACS 2017-2021; Strategic Economics, 2023.

Dublin has a diverse population compared to other major Tri-Valley communities, with a rapidly growing Asian population. Figure 3 illustrates Dublin's growing Asian population, which grew by over 1,000 percent from 2000 to 2021 according to data from the U.S. Census Bureau's Decennial Census and American Community Survey. As seen in Figure 4, Dublin's racial composition includes a higher share of People of Color than other major Tri-Valley communities, with Asian residents constituting 52 percent of the population, Hispanic or Latino residents constituting 10 percent, and Black residents constituting four percent (the highest share of Black residents of any Tri-Valley community). The retail

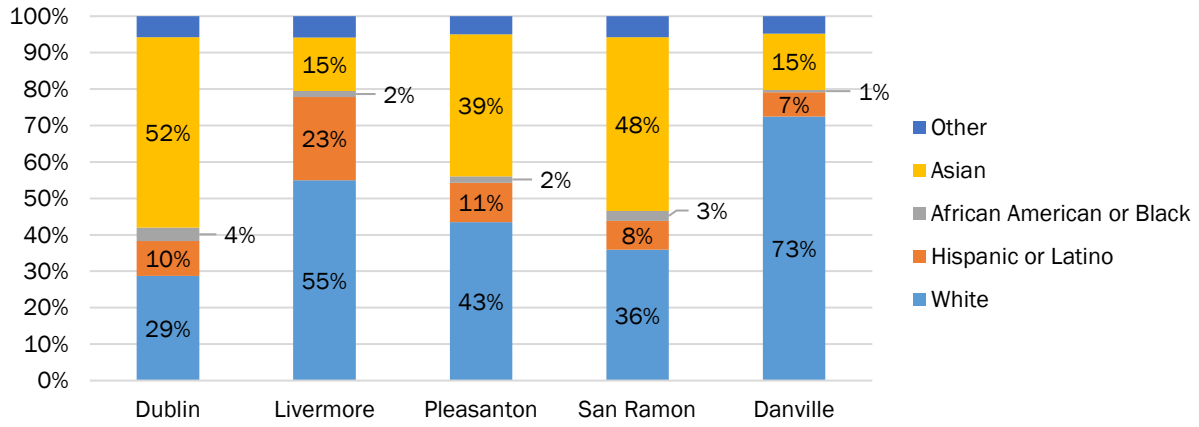
section of this report discusses potential opportunities associated with this expanding racial and ethnic diversity in Dublin.

FIGURE 3: RACE IN DUBLIN, 2000, 2010, AND 2021



Source: U.S. Census Bureau, 2000, 2010, ACS 2017-2021; Strategic Economics, 2023.

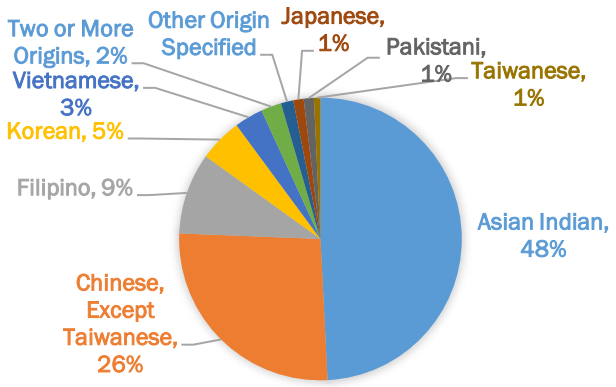
FIGURE 4: RACIAL COMPOSITION OF TRI-VALLEY COMMUNITIES, 2021



Source: U.S. Census Bureau, ACS 2017-2021; Strategic Economics, 2023.

Dublin's Asian population is itself diverse, consisting primarily of people of Indian, Chinese, and Filipino origin. The U.S. Census American Community Survey estimates that, as of 2021, 48 percent of Dublin's Asian residents were of Indian origin, 26 percent of Chinese origin, and nine percent of Filipino origin. In addition, as of 2021, nearly half of Dublin's residents report speaking a language other than English at home.

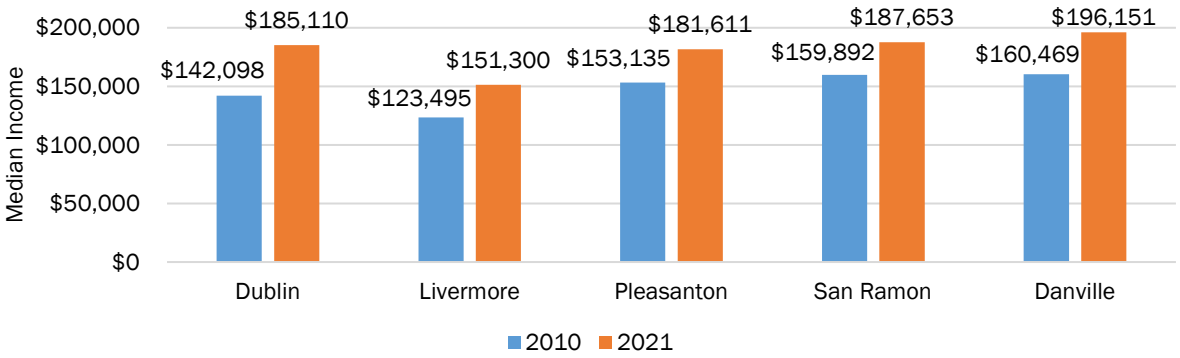
FIGURE 5: ASIAN POPULATION BY ORIGIN IN DUBLIN, 2021



Source: U.S. Census Bureau, ACS 2017-2021; Strategic Economics, 2023.

Dublin has a relatively high-income population, and Dublin's household income levels grew rapidly since 2010. Dublin's median household income of just over $185,000 as of 2021 was more than $65,000 higher than the East Bay as a whole. Dublin's median income is comparable to other Tri-Valley communities such as Pleasanton and San Ramon. In addition, Dublin's median income growth has outpaced all other major Tri-Valley communities. As seen in Figure 6, Dublin's inflation-adjusted median household income rose by 30 percent between 2010 and 2021, highest among all Tri-Valley communities during that time.

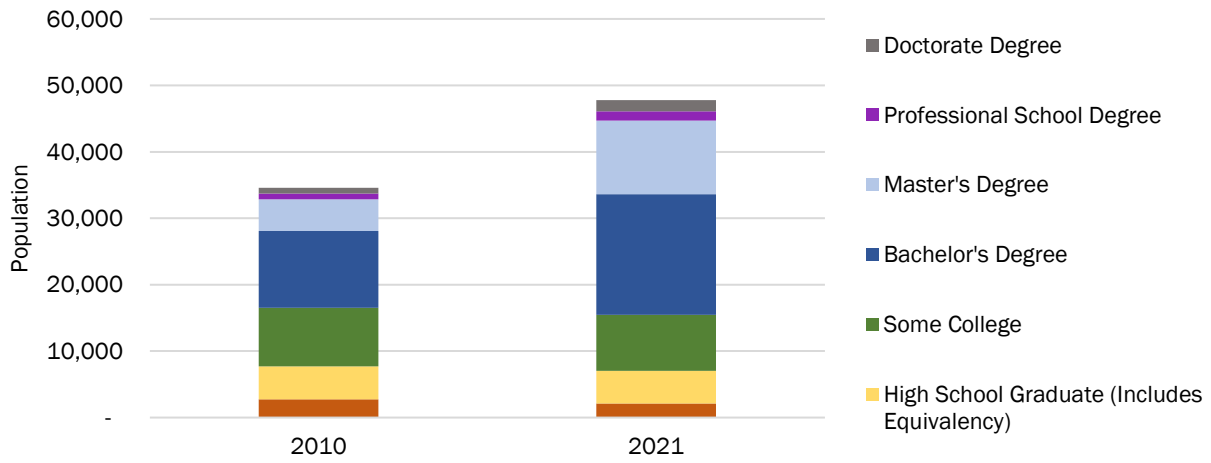
FIGURE 6: MEDIAN INCOME OF TRI-VALLEY COMMUNITIES (CONSTANT 2022 DOLLARS), 2010 TO 2021



Source: U.S. Census Bureau, 2010, ACS 2017-2021; Strategic Economics, 2023.

Dublin's population is highly skilled and educated, comparable to Pleasanton and San Ramon. As shown in Figure 7, 68 percent of Dublin's population age 25 years or older has a bachelor's degree or higher level of education, up from 52 percent in 2010. The share of Dublin's population with a bachelor's degree or higher is comparable to Pleasanton and San Ramon, at 66 percent and 70 percent, respectively.

FIGURE 7: DUBLIN EDUCATIONAL ATTAINMENT FOR POPULATION 25 YEARS AND OVER, 2010 TO 2021



Source: U.S. Census Bureau ACS 2006-2010, 2017-2021; Strategic Economics, 2023.

WORKFORCE

The following findings describe characteristics of Dublin's workforce in terms of occupation and commuting patterns. In addition, Dublin's residents were compared to workers at jobs in Dublin to examine the match between the resident workforce versus the number and types of jobs located in the city.

Occupational characteristics used for these analyses were based on 2021 data obtained through U.S. Census Bureau Longitudinal Employer-Households Dynamics (LEHD) data. Educational attainment findings and commute patterns were based on 2000, 2010, and 2020 data obtained from the U.S. Census Bureau, 2021 data obtained from the American Community Survey (ACS), and 2021 LEHD data.

It is important to note that the U.S. Census LEHD data differs from the Lightcast data used in the detailed economic analysis in the next section of this report. LEHD data provides a consistent data set for comparing the characteristics of workers at jobs versus residents who hold jobs, and for examining commute patterns. However, LEHD data only describes relatively broad industry sectors and is not available for recent years; the data therefore cannot be used for detailed and timely economic analysis.

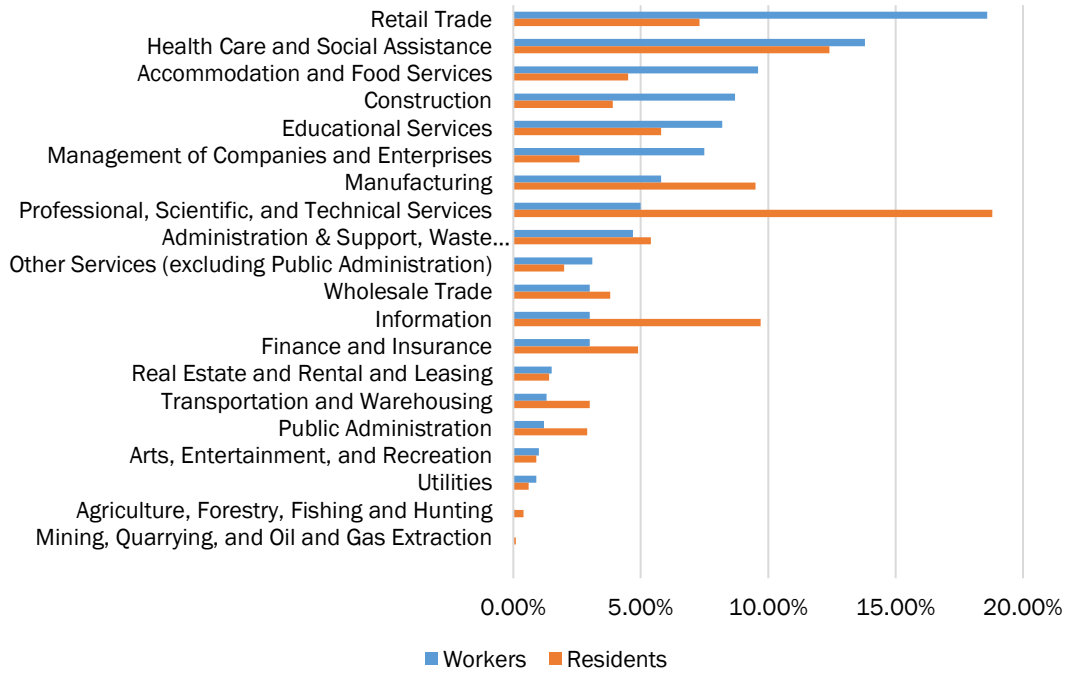
The highest shares of workers at jobs in Dublin are employed in household-serving industries such as the Retail, Accommodation and Food Service, and Healthcare and Social Assistance industry sectors. As of 2021, 42 percent of Dublin's total workers at jobs in the city worked within these three industry sectors, as shown in Figure 8.

The mix of jobs by industry in Dublin is significantly different from the types of jobs held by Dublin's residents, with a higher share of workers at jobs in Dublin concentrated in industries that tend to pay lower wages. Compared to the industries in which Dublin's residents work, the city includes a high share of retail and service jobs focused on serving the consumer needs of Dublin's large and fast-growing residential population. In 2021, LEHD data indicated that only seven percent of Dublin's employed residents worked in the Retail Trade industry, yet 18 percent of workers at jobs in the city were employed in Retail Trade. In addition, nearly 10 percent of workers at jobs in Dublin worked in the Accommodation and Food Services industry, compared to less than five percent of Dublin's employed residents. Jobs in the Retail Trade and Accommodation and Social Assistance industries

tend to include a relatively high share of lower wage jobs, increasing the likelihood that these workers will commute from relatively lower cost communities outside Dublin.

A much higher share of Dublin's residents work in the Information and Professional, Scientific, and Technical Services (PSTS) industry sectors compared to workers at jobs in the city. As of 2021, nearly 29 percent of Dublin's employed residents worked in the PSTS and Information industry sectors, yet only eight percent of workers at jobs in Dublin were employed in those industry sectors. The PSTS and Information industry sectors include professional services, research and development, and technology businesses that tend to pay high salaries and have high educational attainment requirements—corresponding to Dublin's population and household characteristics. The limited share of such jobs in Dublin relative to the resident workforce suggests that a significant share of Dublin's residents commute to concentrations of these jobs outside Dublin itself—and that an opportunity may exist to grow industries that benefit from proximity to this highly skilled workforce.

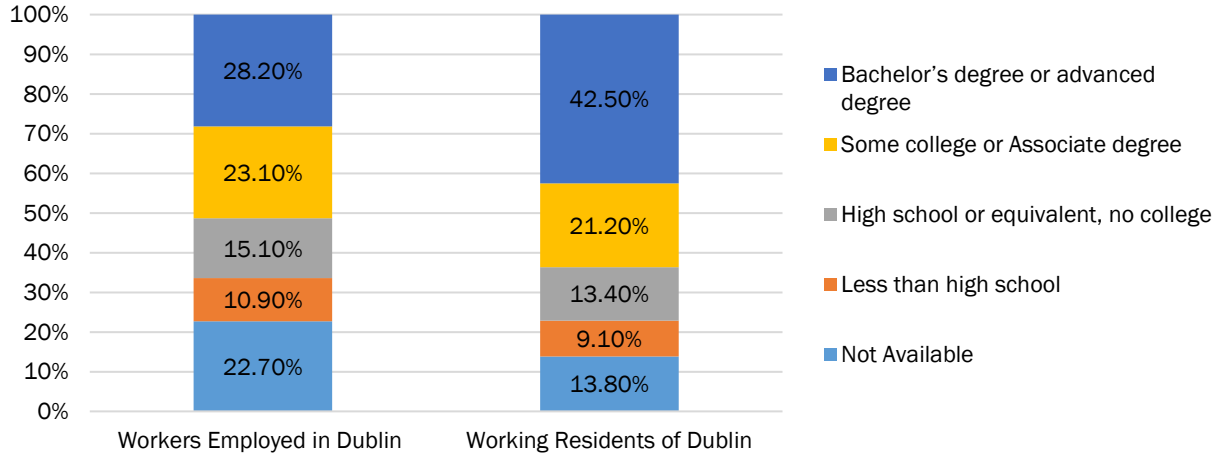
FIGURE 8: SHARE OF DUBLIN'S WORKERS AT JOBS IN THE CITY VERSUS WORKING RESIDENTS, BY INDUSTRY SECTOR, 2021



Note: LEHD data assigns government jobs to various industry sectors, whereas the Lightcast data described in the next section of this report groups "Government" jobs into a single category. Therefore, the "Public Administration" item in the chart above does not correspond to the Government jobs shown in the Lightcast data analyses.
Source: U.S. Census Longitudinal Employer-Household Dynamics, 2021; Strategic Economics, 2024.

Employed residents of Dublin have higher educational attainment than workers at jobs in Dublin. As seen in Figure 9, the percent of employed residents in Dublin that hold a bachelor's degree or higher is 42 percent, compared to 28 percent of workers at jobs in Dublin. Note that the data does not track the share of workers with more advanced degrees, such as a master's or doctorate degree, as a separate category.

FIGURE 9: EDUCATION ATTAINMENT OF DUBLIN'S WORKFORCE AND RESIDENTS, 2021



Source: U.S. Census Longitudinal Employer—Household Dynamics, 2021; Strategic Economics, 2024.

Dublin's mismatch between local jobs versus the types of jobs held by residents represents an ongoing evolution of Dublin from a relatively small and primarily residential Tri-Valley community to a now larger community with a substantial base of skilled resident workers. Dublin's concentration of household-serving jobs corresponds to the community's recent history as a fast-growing residential city with convenient access to other Tri-Valley and Bay Area employment destinations. As Dublin's population has grown, including a large share of highly educated professional workers, a new opportunity is emerging to enhance growth of businesses and jobs in the city that benefit from proximity to this residential workforce.

Collaborations with Tri-Valley workforce development organizations can enhance the trained and skilled workforce available for Dublin employers and support career opportunities for workers in Dublin. Collaborations with education and workforce development partners can support the availability of trained workers for Dublin employers across all categories of skills and occupations. Workforce and education service providers can also create new career opportunities for workers in Dublin's large share of jobs in industries that typically pay relatively lower wages and have less job stability, such as retail, food service, and personal services. Examples of regional workforce development organizations include Tri-Valley Career Center, Las Positas College, and the Tri-Valley Regional Occupational Program.

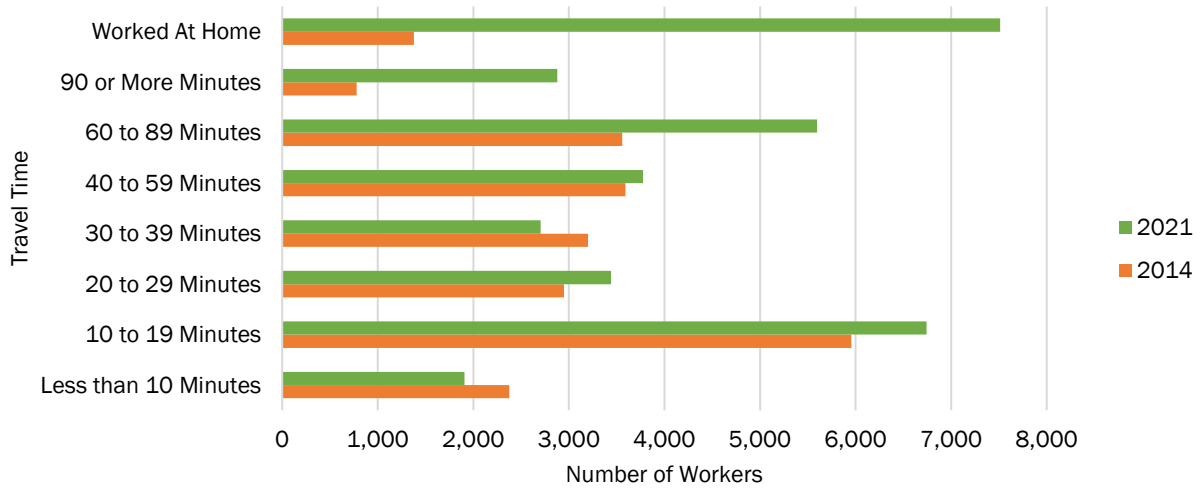
COMMUTE PATTERNS

Dublin residents have long average commute times compared to the East Bay region overall. As seen in Figure 10, 25 percent of Dublin's resident workers aged 16 and older commute more than 60 minutes for work; 15 percent of workers in the East Bay commute for 60 minutes or longer. Figure 11 illustrates that nearly a quarter of Dublin residents commute to the region's largest concentrations of jobs in places like San Francisco, San Jose, and Oakland—roughly the same share as workers who commute to Tri-Valley locations.

Although the rate at which workers work from home is still evolving, data shows that a relatively high share of Dublin's residents were working from home in 2021 compared to the East Bay overall. In 2021, 22 percent of Dublin's employed residents worked from home versus 16 percent for workers in the East Bay overall. From 2014 to 2021, the share of Dublin's workers aged 16 and over who worked

from home nearly quadrupled due to the COVID-19 pandemic, while the share for workers in the East Bay overall grew by 2.5 times. The higher rate of working from home in Dublin is partly explained by the City's high share of residents in professional industries with occupations allowing work to be performed remotely.

FIGURE 10: AVERAGE COMMUTE TIME FOR DUBLIN RESIDENTS 16 YEARS AND OLDER, 2014 TO 2021



Source: U.S. Census Bureau ACS 2010-2014, 2017-2021 5 Year Estimates; Strategic Economics, 2023.

FIGURE 11: TOP 15 EMPLOYMENT DESTINATIONS OF EMPLOYED RESIDENTS OF DUBLIN, 2021

Employment Destination (City)	Employed Residents of Dublin	Share of Total
San Francisco	2,977	9.8%
Pleasanton	2,623	8.7%
San Jose	2,289	7.6%
Dublin	1,751	5.8%
Oakland	1,360	4.5%
Fremont	1,326	4.4%
Livermore	1,236	4.1%
San Ramon	1,203	4.0%
Sunnyvale	851	2.8%
Santa Clara	822	2.7%
Hayward	726	2.4%
Mountain View	712	2.3%
Palo Alto	669	2.2%
San Leandro	585	1.9%
Walnut Creek	573	1.9%

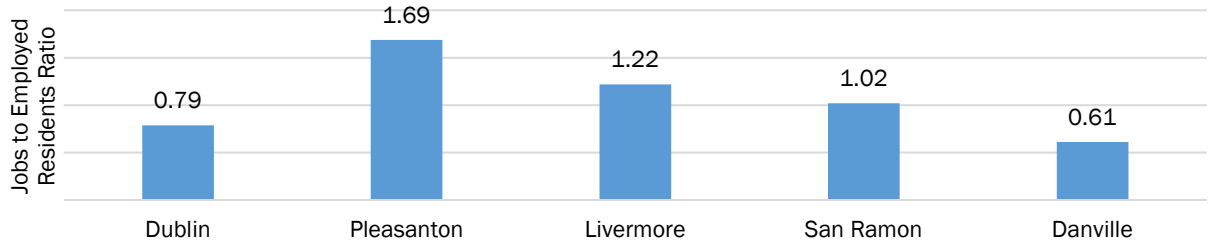
Source: U.S. Census Longitudinal Employer—Household Dynamics, 2021; Strategic Economics, 2023.

About 5.8 percent of Dublin's working residents both live and work in Dublin, which is lower than other major Tri-Valley communities. According to U.S. Census Bureau LEHD data, in 2021, a relatively lower share of people both lived and worked at their primary job in Dublin than in all other major Tri-Valley

communities. Dublin's share of the employed population who worked in the same community was much lower than communities like Livermore and Pleasanton, in which shares of 21.2 and 14.2 percent of employed residents also work at their primary jobs in those cities, respectively.

With a net "export" of workers commuting in and out of Dublin, Dublin is a resident-rich city with more employed residents than jobs. As shown in Figure 12, Dublin's 0.79 ratio of jobs to employed residents is lower than all major Tri-Valley communities except Danville. This means that more Dublin residents are commuting elsewhere to work than there are outside workers commuting to Dublin. The ratio reflects Dublin's history as a fast-growing residential community that is now positioned to accelerate growth of businesses and jobs.

FIGURE 12: RATIO OF JOBS TO EMPLOYED RESIDENTS BY TRI-VALLEY COMMUNITY, 2021



Note: Data reflects all jobs located in each community versus a count of the "primary job" associated with each employed resident—i.e., the latter is a count of employed residents rather than a count of all the jobs those residents may hold. The data comes from U.S. Census LEHD and is therefore internally consistent, but the actual job counts will differ from data based on any other source—such as the Lightcast data used in the detailed industry sector analysis of this report.
Source: U.S. Census Longitudinal Employer-Household Dynamics, 2021; Strategic Economics, 2023.

Dublin's ratio of jobs to households is slightly lower than the Tri-Valley area overall, but significantly higher than the East Bay. As shown in Figure 13, Dublin's ratio of jobs to households of 1.7 is slightly lower than the Tri-Valley's 1.8 ratio but significantly higher than the East Bay as a whole. Like the ratio of jobs to employed residents, the ratio of jobs to households provides context for understanding Dublin's relative balance of jobs and population. Both metrics can be used to broadly track progress over time in expanding jobs relative to Dublin's households and working residents. However, the ratio alone does not capture nuances of commute patterns or alignment of jobs with resident skills. For example, a commonly used criterion is that a healthy ratio of jobs to households is approximately 1.5, but this ratio does not capture comparative local context and nuance on its own.

FIGURE 13: RATIO OF JOBS TO HOUSEHOLDS BY DUBLIN, TRI-VALLEY, AND EAST BAY, 2021

	Total Jobs	Total Households	Ratio of Jobs to Households
Dublin	38,960	22,946	**1.70**
Tri-Valley	228,144	127,097	**1.80**
East Bay	1,260,812	986,789	**1.28**

Note: Tri-Valley total household data reflects the sum of total households in the U.S. Census Bureau's 2021 ACS data for Dublin, Pleasanton, Livermore, San Ramon, and Danville. The Lightcast employment count for Dublin covers ZIP code 94568. The job counts shown in this figure are based on Lightcast data, which differs from the LEHD data used to calculate the ratio of jobs to employed residents.
Source: Lightcast Q3 2023 Data Set; U.S. Census Bureau 2017-2021; Strategic Economics, 2024.

2. Key Industry Sectors and Jobs

The "Key Industry Sectors and Jobs" findings describe the composition and performance of Dublin's economy—along with other relevant challenges and assets for growing jobs and businesses—to identify competitive strengths and opportunities. The findings are based on analyses of jobs by industry sector, venture capital investment patterns, and qualitative input from local Dublin business and industry stakeholders.

The industry and sub-industry sectors described throughout this chapter conform to the North American Industry Classification System, commonly referred to as "NAICS." NAICS is a standardized set of industry and sub-industry classifications, each of which is assigned a NAICS code ranging from high-level 2-digit industry codes to more detailed 6-digit industry codes.

The analysis of jobs by industry sector was based on 2023 data obtained from Lightcast for the 2-digit and 6-digit NAICS code levels. Venture capital investment data for 2023 was obtained through Pitchbook via the City of Dublin.

As part of the process to identify industries that are concentrated in Dublin, Strategic Economics employed a metric known as the "location quotient." This metric calculated the relative concentration of jobs in a given industry in Dublin compared to the Tri-Valley region. Strategic Economics also performed a detailed evaluation of opportunities for expanding life science and innovation-oriented industries in Dublin, as requested by the City of Dublin.

WHAT IS A LOCATION QUOTIENT?

A location quotient (LQ) is a metric used to understand the relative concentration of an industry in a study area (in this case, Dublin), compared to a reference geography (in this case, the Tri-Valley). LQs are used to assess an area's specialization, weaknesses, and opportunities for growth within a broader region. The LQ of a given industry A in Dublin, compared to the Tri-Valley, is calculated using the following formula:

$$LQ\ for\ Industry\ A = \frac{(Jobs\ in\ Industry\ A\ in\ Dublin)/(Total\ Jobs\ in\ Dublin)}{(Jobs\ in\ Industry\ A\ in\ the\ TriValley/(Total\ Jobs\ in\ TriValley)}$$

LQs were interpreted using the rules of thumb below. Note that these vary based on the aggregation level of the industry and the size of the study area and reference geography.

- LQ > 1.15 indicates a generally high concentration relative to the reference geography;
- LQ between 0.85 and 1.15 indicates a normal or average distribution of that industry compared to the reference geography;
- LQ < 0.85 indicates a relatively low concentration relative to the reference geography.

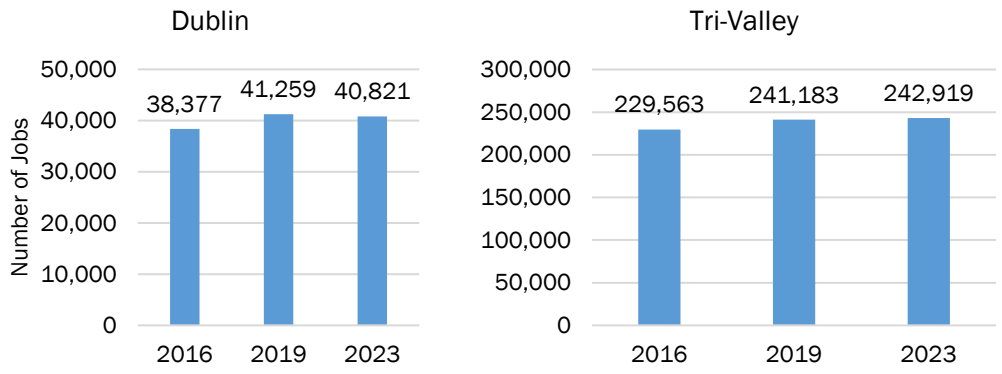
INDUSTRY COMPOSITION AND TRENDS, BY NUMBER OF JOBS

The following findings provide a foundation for understanding which industry sectors support large shares of Dublin's jobs and create opportunities to sustain their presence, and which industry sectors are positioned for growth regardless of their current size. The findings describe the composition and evolution of Dublin's economy based on analyses of jobs by industry sector and job growth by sector

between 2016 and 2023. A more detailed analysis of industry opportunities follows in the next section of this report, based on consideration of broader economic trends and Dublin's competitive assets for businesses.

As of the third quarter of 2023, Dublin had an estimated 40,820 jobs, with job growth similar to that of the Tri-Valley in the period since 2016. Jobs grew by 6.4 percent in Dublin since 2016, from 38,377 in 2016 to 40,821 jobs in 2023, as shown in Figure 14. This slightly outpaces the 5.8 percent job growth in the Tri-Valley overall during that period. These similar growth rates indicate that Dublin is keeping pace with job growth in the Tri-Valley area over the long term.

FIGURE 14: DUBLIN AND TRI -VALLEY TOTAL JOBS, 2016 TO 2023



Source: Lightcast Employment Q3 2016, 2019, and 2023 Data Set; Strategic Economics, 2023.

Dublin's largest industry sectors primarily consist of Government jobs and household-serving industries, though the city's economy does include a variety of professional services, research and development, manufacturing, and technology industries and businesses. Figure 15 shows Dublin's industries by number of jobs, while Figure 16 compares industry composition to the Tri-Valley and East Bay. Growth trends from 2016 to 2023 are summarized in Figure 17. Major industry sectors or groupings of industry sectors are profiled below.

Government. Government jobs constitute Dublin's largest share of employment, accounting for over 22 percent of total jobs as of 2023. This large share of jobs in the city is attributable to local government jobs (including the local school district) and the presence of facilities in Dublin such as Santa Rita Jail, Alameda County Superior Court, Parks Reserve Forces Training Area ("Camp Parks"), and other county and federal facilities. The number and share of Government jobs slightly decreased in Dublin between 2016 and 2023. During the same period, the share of Government jobs grew at a rate of over 20 percent in the Tri-Valley region. These Government jobs provide employment opportunities for residents and attract workers and visitors to Dublin that support consumer spending.

Healthcare and Social Assistance. This primarily household-serving industry sector is Dublin's second largest, accounting for 12 percent of total jobs as of 2023. Since 2016, the total share of Healthcare and Social Assistance jobs grew by 103 percent, greatly exceeding the Tri-Valley's 27 percent increase in these jobs during the same period. Examples of these jobs include hospitals, medical offices, home health aides, medical diagnostic labs, assisted living facilities, and individual and family service and relief organizations.

Accommodation and Food Services, Retail Trade. These two primarily household-serving industry sectors—which include restaurants, retail stores, and hotels—combined to constitute 20 percent of Dublin's total jobs in 2023. Jobs in these sectors declined or grew slowly between 2016 and 2023—particularly for retail jobs. Dublin's jobs in Retail Trade declined by 21 percent, compared to a 14 percent decline in the Tri-Valley. Dublin's Accommodation and Food Services jobs grew by five percent, although this growth outpaced flat growth in the Tri-Valley overall. Food Services employment is likely to continue outpacing growth in Retail Trade, since restaurants are an "experiential" activity that cannot be replicated through online sales.

Other Services. The Other Services industry sector is another primarily household-serving industry sector that includes many types of businesses that are also located in commercial and light industrial areas, including a variety of personal services such as salons, dry cleaners, and automobile repair. The industry sector also includes some categories of nonprofit organizations and domestic workers. Other Services was Dublin's fifth largest industry sector in 2023, constituting eight percent of jobs. The sector grew slowly between 2016 and 2023, with one percent growth in Dublin and five percent growth in the Tri-Valley. However, this growth may have been constrained by the COVID-19 pandemic. As with Food Services, jobs at personal services businesses are generally positioned for ongoing growth relative to Retail Trade.

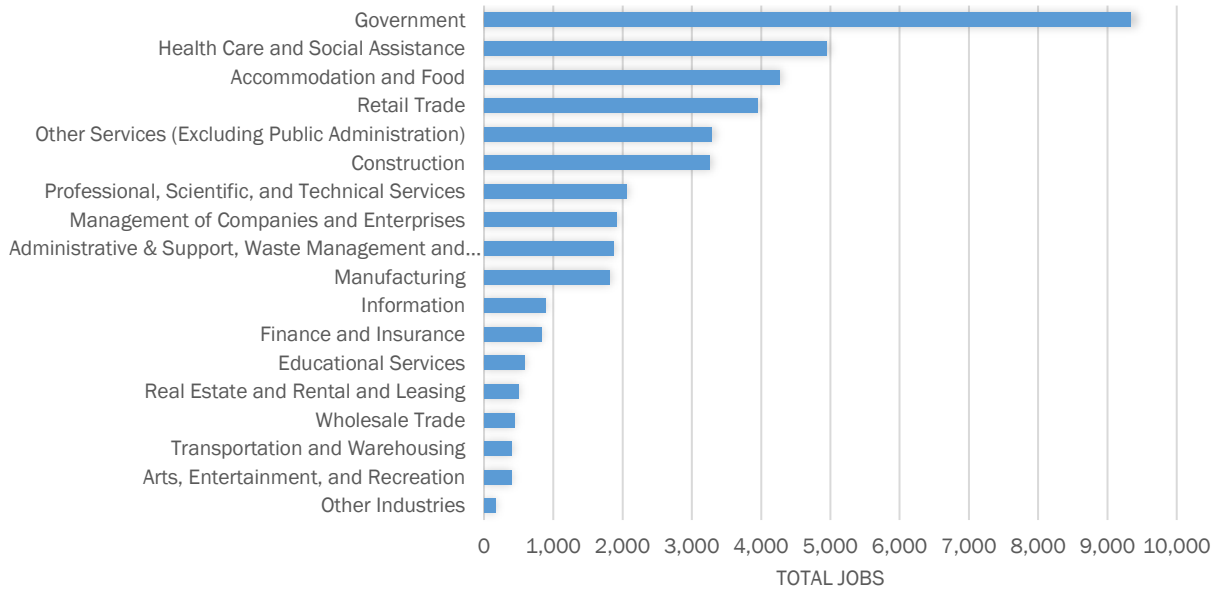
Besides Government jobs and jobs in primarily household-serving industries, Dublin's economy includes a mix of jobs in a variety of individually smaller industry sectors representing professional services, corporate headquarters, technology, and innovation-oriented industry sectors. The PSTS, Information, Finance and Insurance, and Real Estate industry sectors collectively constituted 11 percent of jobs in Dublin in 2023, versus 25 percent of jobs in the Tri-Valley. These industry sectors include businesses such as professional services (attorneys, real estate brokers), software companies, and scientific research and development. Jobs in the Management of Companies and Enterprises sector constituted another five percent of employment in Dublin, with the Ross Stores corporate headquarters likely accounting for most of these jobs.

Dublin's Information and Management of Companies and Enterprises jobs grew at a much faster pace than the Tri-Valley from 2016 to 2023, and Finance and Insurance jobs also grew in Dublin while declining in the Tri-Valley (see Figure 17). However, PSTS jobs and Real Estate jobs declined in Dublin despite growth in the Tri-Valley.

Manufacturing, Transportation and Warehousing, and Wholesale Trade jobs—which are largely associated with industrial land uses—constitute a relatively small share of Dublin's jobs. Jobs in these industry sectors constituted six percent of Dublin's jobs in 2023, versus 11 percent in the Tri-Valley.[1] Transportation and Warehousing and Manufacturing jobs grew in Dublin from 2016 to 2023, though growth rates slightly lagged these industries in the Tri-Valley overall. Dublin has long included a presence of advanced manufacturing jobs, such as at the former Hexcel facility, the current Zeiss Innovation Center, and smaller employers such as Kensington Laboratories (a wafer robotics manufacturer). These jobs serve to diversify the Dublin economy, despite their small overall share of Dublin's economy.

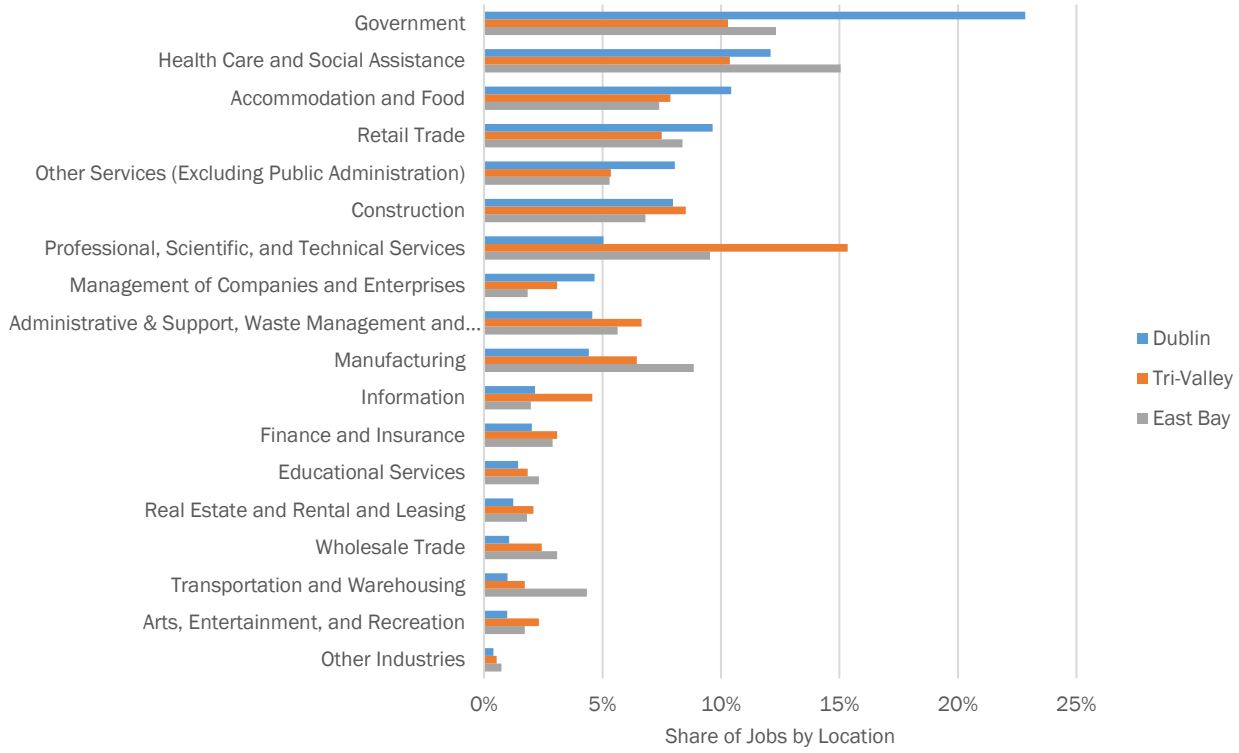
[1] Construction industry sector jobs are also associated with industrial uses. Lightcast data shows that these jobs constituted Dublin's sixth largest industry sector in 2023. However, such jobs are often not actually located in the area indicated by data either because workers are at job site elsewhere or located temporarily in a given community for specific projects. This mismatch and ambiguity also occur with many jobs in the Administrative and Support and Waste Management and Remediation industry sector, which includes many temp agency jobs.

FIGURE 15: DUBLIN TOTAL JOBS BY SECTOR, 2023



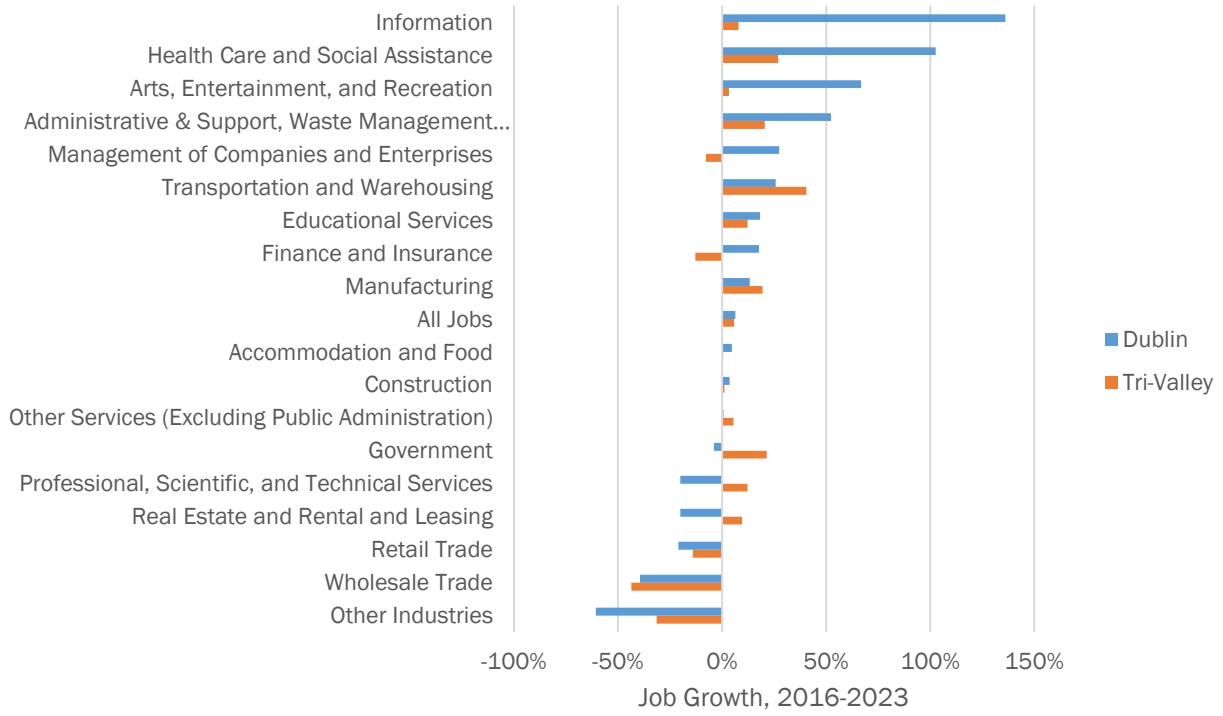
Source: Lightcast Employment Q3 2023; Strategic Economics, 2023.

FIGURE 16: SHARE OF JOBS BY INDUSTRY SECTOR AND LOCATION, 2023



Source: Lightcast Employment Q3 2023; Strategic Economics, 2023.

FIGURE 17: INDUSTRY GROWTH IN DUBLIN AND THE TRI-VALLEY, 2016 TO 2023



Source: Lightcast Employment Q3 2016 and 2023; Strategic Economics, 2023.

ECONOMIC ASSETS AND INDUSTRY OPPORTUNITIES

The following findings identify Dublin's major opportunities for future industry growth. These opportunities informed the preparation of economic development strategies that support these industries while also ensuring a generally attractive business environment for all potential businesses.

The findings describe factors used to identify different industry opportunities. Examples include industry size, concentration, trends favoring future growth of the industry, venture capital investment patterns, compatibility with Dublin and the Tri-Valley's workforces, links to existing large employers in Dublin or the Tri-Valley, and potential opportunities associated with Tri-Valley institutions.

Dublin is likely to maintain its large and concentrated presence of household-serving industry sectors, given the larger local population, ongoing local population growth, and the city's accessible location along I-580 for regional consumer access. Household-serving industry sectors are heavily concentrated in Dublin. As shown in Figure 18, Other Services, Accommodation and Food Services, Retail Trade, and Health Care and Social Assistance are all more heavily concentrated in Dublin than the Tri-Valley or East Bay. Potential job growth in these sectors will be linked to household consumption, population growth, and trends favoring services and dining as retail sales increasingly shift to online shopping. The California Employment Development Department (EDD) also projects that Accommodation and Food Service jobs will grow by 47 percent in the East Bay from 2020 to 2030, as shown in Figure 19.

Dublin's concentration of professional services, technology, advanced manufacturing, and research and development jobs is relatively limited today, but the city does include a significant existing base of these jobs. As shown in Figure 18, Dublin includes a relatively low concentration of jobs in the Manufacturing, Finance and Insurance, Real Estate, Information, and PSTS industry sectors compared to the Tri-Valley and, for most sectors, the East Bay. However, the city already includes a base of jobs in these sectors (as described earlier) and several major employers representing these sectors or activities such as Patelco Credit Union, TriNet, and Zeiss Meditec.

PSTS jobs are projected to grow significantly by 2030 in the East Bay, along with lower but significant growth for Manufacturing and Information jobs. As shown in Figure 19, as of May 2023 the California EDD projected that PSTS jobs will constitute the fourth fastest growing industry sector in the East Bay between 2020 and 2030. Projected growth rates are lower for Manufacturing and Information jobs, but positive growth is anticipated for both industry sectors.

Dublin is well positioned to expand its base of professional services (such as attorneys, accountants, and finance), technology, advanced manufacturing, life sciences, and other innovation-oriented businesses given the City's existing business, population, location, and infrastructure assets within the Tri-Valley. Based on the economic assessment and input from local and regional business stakeholders, these assets include:

- **The highly educated workforce** in Dublin and the Tri-Valley (as described earlier), along with local workforce training and education assets such as Las Positas College.

- **Regional access to a diverse workforce,** including diverse occupations and skills from within the Tri-Valley and surrounding areas.

- **Transportation infrastructure assets,** including BART for commuters, I-580 for commuters and goods movement needs, and future connections via the Valley Link Project that will create a passenger rail connection to Northern San Joaquin Valley.

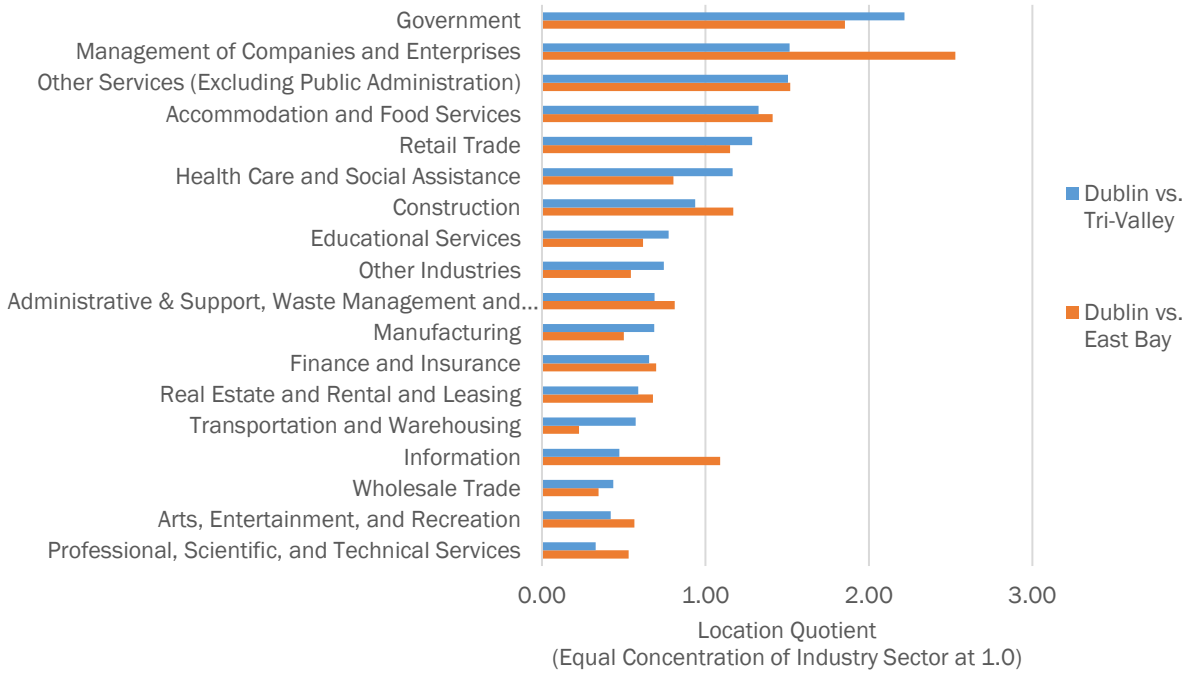
- **Regional research and development institutional anchors** such as the Lawrence Livermore and Sandia National Laboratories.

- **Regional startup and business support initiatives** such as i-Gate's support for startups.

- **A large and competitive existing base of these jobs in the Tri-Valley:** Figure 16 indicates that the Tri-Valley's economy includes a relatively high share of jobs in the PSTS, Information, Finance and Insurance, and Real Estate industry sectors compared to the East Bay as a whole. These industry sectors also grew recently in the Tri-Valley, as shown in Figure 17.

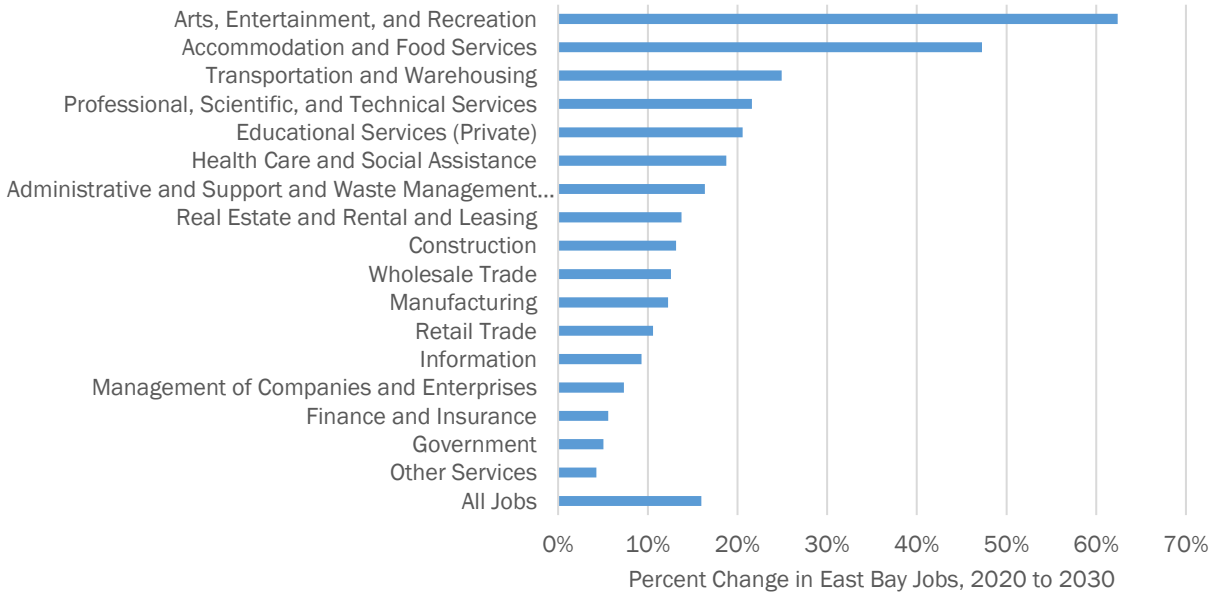
Venture capital investments in Dublin-based companies indicate the city's potential to grow businesses and jobs related to AI and software. Dublin is especially well positioned to expand jobs in the computer technology and software industry, leveraging growth of artificial intelligence (AI). In addition to Dublin's rapid growth of Information jobs from 2016 to 2023, these jobs are also highly concentrated in the city compared to the East Bay (Figure 18). Dublin has seen considerable venture capital investment in computer-related technology startups based in Dublin since 2018. Figure 20 and Figure 21 illustrate venture capital deals by industry sector and deal size for startups based in Dublin. Over 72 percent of venture capital deals in Dublin were for startups based in the information technology industry.

Figure 18: Relative Concentration of Industry Sectors for Dublin versus the Tri-Valley and East Bay, 2023 (Expressed as a Location Quotient)



Note: As described earlier in this report, a location quotient of 1.0 indicates equal concentration of an industry sector in Dublin versus the comparison geography. Location quotients above 1.0 indicate the extent to which an industry sector is more heavily concentrated in Dublin versus the comparison geography.
Source: Lightcast Employment Q3 2023; Strategic Economics, 2023.

Figure 19: Projected Job Growth by Major Industry Sector, East Bay, 2020 to 2030



Source: California Employment Development Department, 2020-2030 Industry Employment Projections, Oakland-Hayward-Berkeley MD, May 2023; Strategic Economics, 2024.

FIGURE 20: DUBLIN VENTURE CAPITAL DEALS BY CATEGORY, 2018 TO 2023

Industry Sector	Venture Capital Deals
Information Technology	33
Consumer Products and Services (B2C)	5
Financial Services	2
Healthcare	4
Energy	1
Total	45

Source: Pitchbook, 2023; Strategic Economics, 2023.

FIGURE 21: DUBLIN VENTURE CAPITAL DEAL SIZE, 2018 TO 2023

Category	Venture Capital Invested (Millions of Dollars)
Commercial Services	0
Communications and Networking	3
Computer Hardware	306.2
Consumer Durables	0
Consumer Non-Durables	0.25
Energy Equipment	0.08
Healthcare Technology Systems	45
IT Services	2.41
Other Financial Services	51.2
Retail	38.36
Semiconductors	20.09
Services (Non-Financial)	0.01
Software	27
Total	**493.6**

Source: Pitchbook, 2023; Strategic Economics, 2023.

The biomedical industry's presence is relatively limited in Dublin today, but a cluster of these businesses exist within the Tri-Valley area. The City of Dublin requested targeted analysis of life science industry opportunities. As defined by the East Bay Economic Development Alliance (EDA), the broader biomedical industry includes biotechnology, pharmaceuticals, medical devices, medical equipment, genomics, and digital healthcare.[2] Zeiss Meditec, a maker of optical medical equipment, is Dublin's largest biomedical industry employer. A few smaller biomedical businesses also exist in the City, such as the medical equipment company Azure Biosystems. However, recent mapping by the East Bay EDA shows that Dublin can build upon its location within an already thriving biomedical business cluster, with Pleasanton already home to a large number of biomedical businesses.[3]

[2] https://www.resilienteastbay.org/industry-biomedical/

[3] https://www.resilienteastbay.org/map/

Dublin is positioned to expand its presence of businesses in the biomedical industry—and especially medical devices and equipment—based on the industry's long term regional growth potential and Dublin's competitive assets. Dublin is positioned to grow biomedical businesses and jobs based on the skilled and diverse workforce of the Tri-Valley, existing base of biomedical industry businesses in the Tri-Valley, and opportunities for development of new facilities in Dublin such as the Downtown Commons project and at the Fallon East Economic Development Zone. However, the Tri-Valley is relatively distant from the Bay Area's largest concentrations of pharmaceutical and biotechnology research in South San Francisco and Emeryville. As a result, Dublin is likely best positioned to compete for other aspects of the biomedical industry such as medical equipment/devices, genomics, and digital healthcare.

3. Office, Flex, and Light Industrial Real Estate Market Conditions

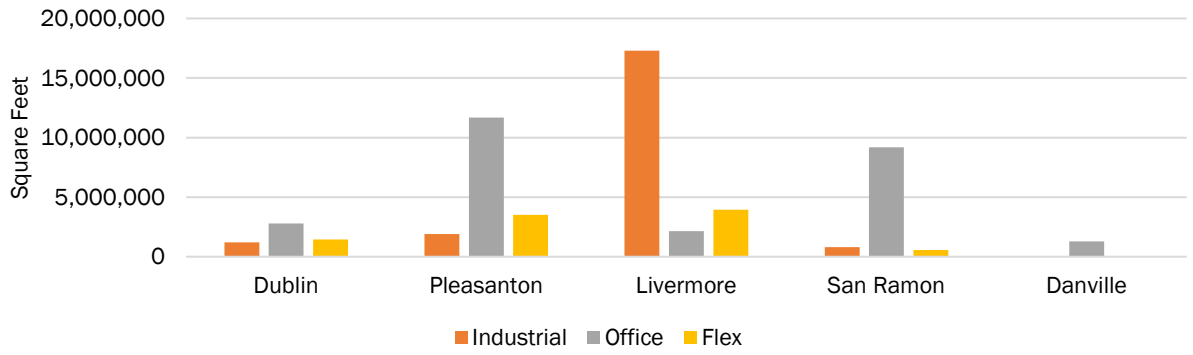
The performance of commercial real estate in the City of Dublin reflects the community's ability to retain and expand different kinds of businesses. Rental rates, vacancy rates, and development activity are indicators of market demand and growth in the city.

This report section provides a market assessment of office, flex/R&D, and light industrial land uses in the City of Dublin. The findings are based on real estate market data obtained from real estate data service CoStar Group (CoStar), interviews with local brokers and developers, and focus group meetings and interviews with industry stakeholders.

OFFICE, FLEX, AND LIGHT INDUSTRIAL

Dublin includes a relatively small share of the Tri-Valley's non-residential building inventory. As shown, in Figure 22, Dublin has fewer square feet of non-residential building inventory compared to other Tri-Valley cities. Dublin constitutes 13 percent of the total square feet of industrial, office, and flex space within Dublin, Pleasanton, Livermore, and San Ramon combined.

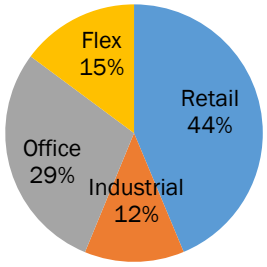
FIGURE 22: TRI-VALLEY CURRENT INVENTORY BY SQUARE FEET, 2023



Source: Costar, 2023; Strategic Economics, 2023.

Dublin's nonresidential building inventory primarily consists of retail and office uses. As shown in Figure 23, retail uses constitute 44 percent of Dublin's nonresidential building inventory, in square feet. Office uses constitute 29 percent of space, while flex and industrial uses constitute 15 and 12 percent of space, respectively.

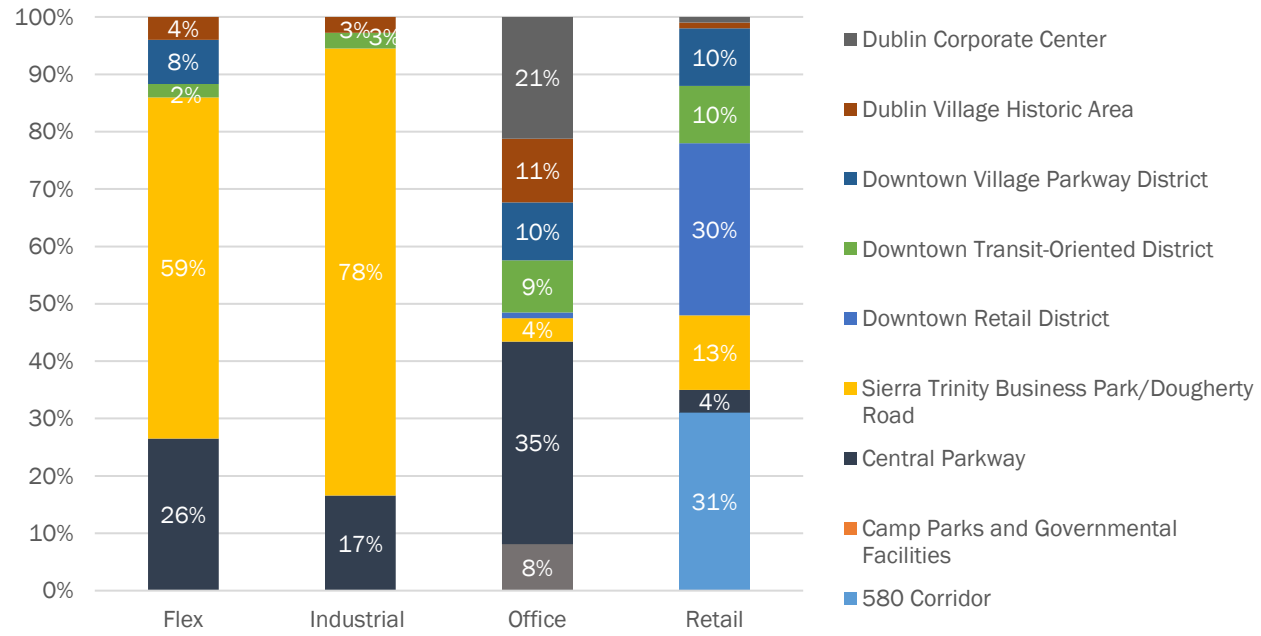
FIGURE 23: DUBLIN EXISTING INVENTORY BY BUILDING TYPE, 2023 (SQUARE FEET)



Sources: CoStar, 2023; Strategic Economics, 2024.

The "Sierra Trinity Business Park/Dougherty Road" subarea includes most of Dublin's light industrial and flex spaces. Figure 24 shows that the Dougherty Road subarea accounts for 59 percent of Dublin's flex space inventory and 78 percent of Dublin's light industrial inventory.

FIGURE 24: DUBLIN INVENTORY SHARE BY SUBAREA, 2023

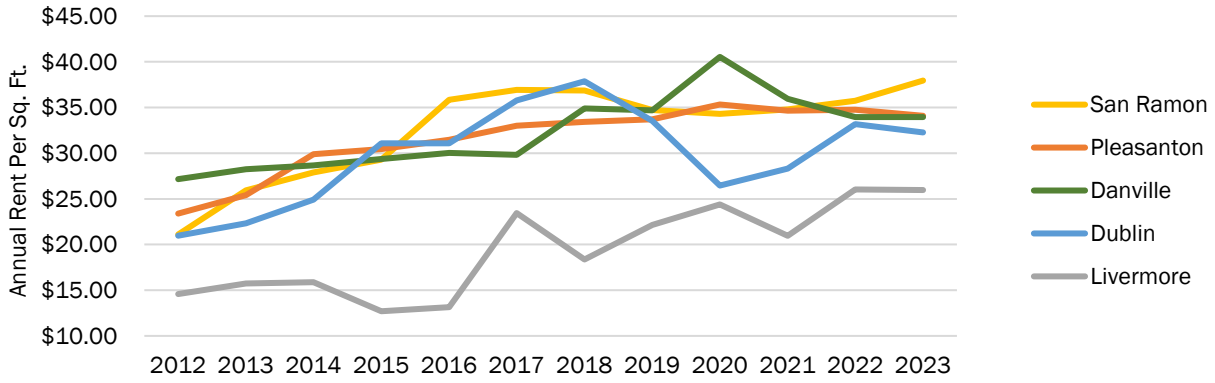


Source: CoStar, 2023; Strategic Economics, 2023.

Dublin's office rents lag those of many other Tri-Valley communities, while industrial rents are comparable to other communities. As shown in Figure 24, Dublin's office rents slightly lag those of San Ramon, Pleasanton, and Danville. As shown in Figure 25, however, Dublin's industrial rents match those of Pleasanton and San Ramon.

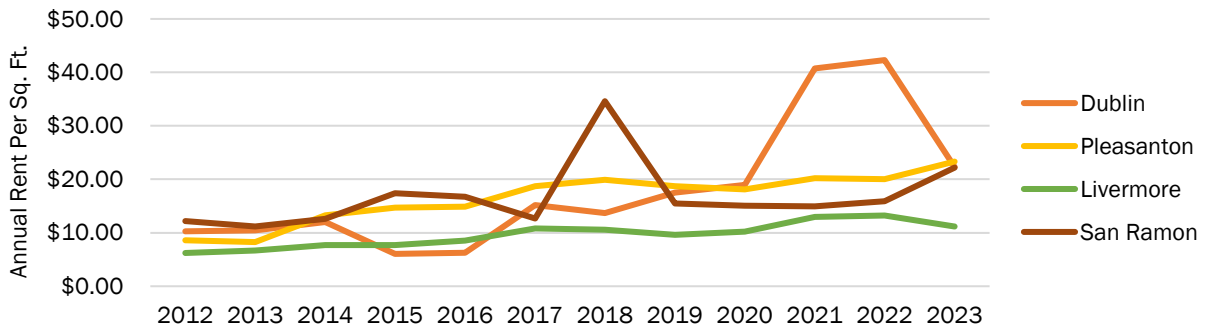
Historically, Dublin was a relatively low-cost office location within the Tri-Valley, but rents are now approaching those of other Tri-Valley communities. As shown in Figure 25, Dublin commanded lower average office rents since 2019 compared to San Ramon, Pleasanton, and Danville. Dublin's rents have recovered in recent years, however.

FIGURE 25: DUBLIN AVERAGE OFFICE RENT PER SQUARE FOOT, 2012 TO 2023



Note: Rents shown on a full service gross basis.
Source: CoStar, 2023; Strategic Economics, 2023.

FIGURE 26: DUBLIN AVERAGE INDUSTRIAL RENT PER SQUARE FOOT, 2012 TO 2023

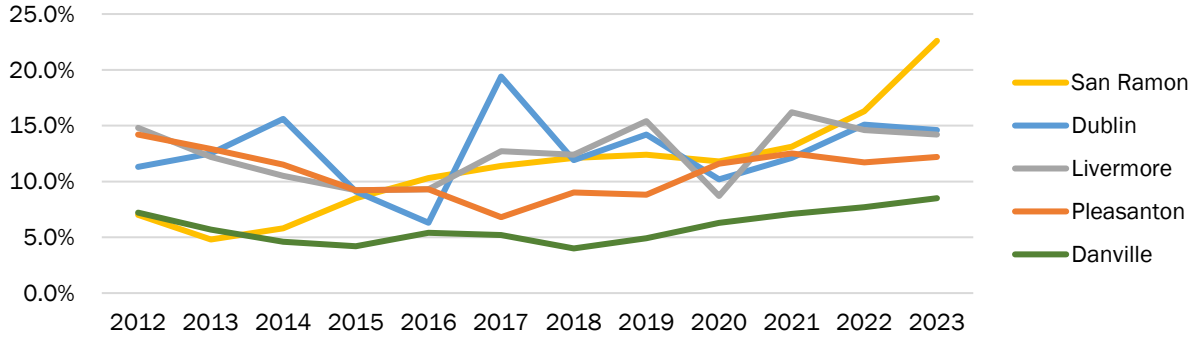


Note: Rents include all service types.
Note: CoStar provides no industrial building data for Danville.
Source: CoStar, 2023; Strategic Economics, 2023.

Dublin's office vacancy rates have remained competitive with San Ramon and Pleasanton during and since the COVID-19 pandemic, with Dublin benefitting from a stable mix of business headquarters, major regional offices, and health care services. As shown in Figure 27, Dublin's 14.6 percent vacancy rate in late 2023 slightly exceeded Pleasanton and was lower than San Ramon. Although Dublin's office vacancy rate was historically higher than San Ramon and Pleasanton, the COVID-19 pandemic and adoption of widespread work from home policies has not created an outsized impact on vacancies within Dublin's small inventory of office space.

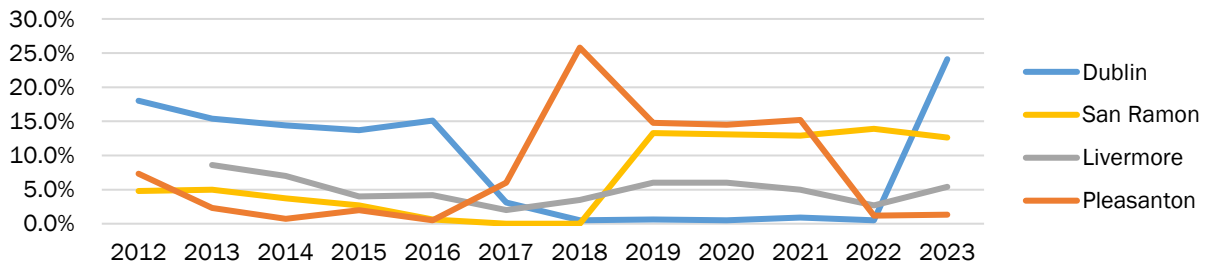
Strong demand exists for Dublin's existing industrial spaces. Despite limited overall inventory, Dublin's industrial space is in high demand for service, distribution, and recreation tenants. Based on CoStar real estate data, the city's industrial vacancy rate was below one percent between 2018 and 2022. Dublin's industrial vacancy rate has remained lower than other Tri-Valley communities for much of the last decade. Dublin's vacancy rate did significantly increase in 2023 due to the closure of the Hexcel facility, which the new property owner plans to redevelop.

FIGURE 27: OFFICE VACANCY RATES FOR TRI-VALLEY COMMUNITIES, 2012 TO 2023



Source: CoStar, 2023; Strategic Economics, 2023.

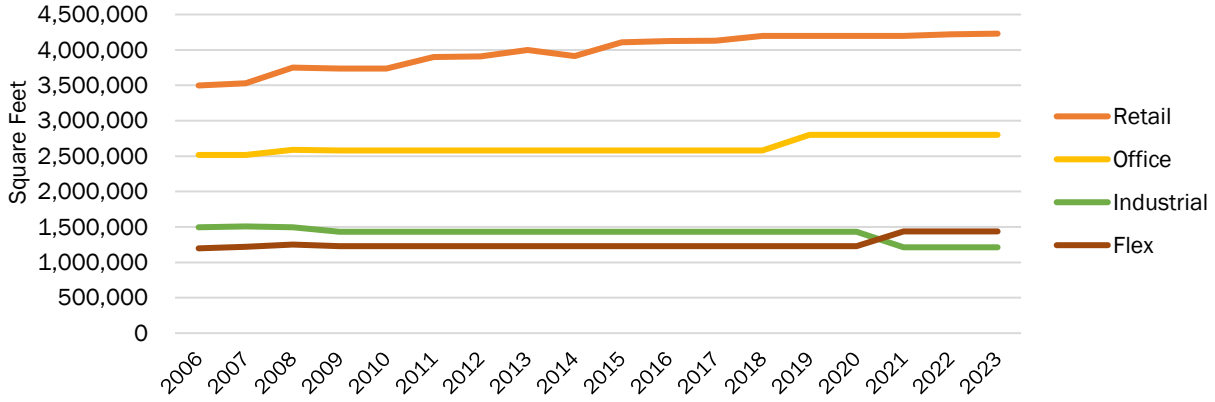
FIGURE 28: INDUSTRIAL VACANCY RATES FOR TRI-VALLEY COMMUNITIES, 2012 TO 2023



Note: Increased vacancy in 2023 was driven by closure of the Hexcel facility.
Note: CoStar provides no industrial building data for Danville.
Source: CoStar, 2023; Strategic Economics, 2023.

Little new office, flex, and industrial development occurred in Dublin during the past decade. As shown in Figure 29, Dublin's inventory of office, industrial, and flex spaces was nearly flat in the past decade and beyond, while retail inventory grew over time to serve the city's growing population. The only significant additions to Dublin's office and industrial inventory included a Kaiser medical office building in 2019 and the Zeiss Innovation Center (classified as a flex/R&D building) in 2021.

FIGURE 29: DUBLIN BUILDING INVENTORY IN SQUARE FEET, 2006 TO 2023



Source: CoStar, 2023; Strategic Economics, 2023.

Dublin's office, flex, and light industrial building inventory is relatively small and becoming dated as little new development activity occurs. Limited development activity in Dublin has resulted in an aging building stock. Local stakeholders interviewed for the Economic Development Strategy noted the need for modernized office, light industrial/flex, and R&D space that offers the chance for businesses to locate and expand in Dublin.

The relatively slow pace of office development activity is partly due to the relatively low achievable rents in Dublin and other Tri-Valley communities compared to some other Bay Area locations. Tri-Valley communities command relatively lower rents for office space compared to other regional locations; for example, as of September 2024, CoStar reported that Dublin's asking rent per square foot for office space was 29 percent lower than Downtown Oakland.

Commercial, flex, and light industrial development is currently constrained throughout much of the Bay Area due to broader construction cost challenges and lower achievable rents within the Tri-Valley area. New office, flex, and light industrial space is more likely to be built in Dublin when demand rises

to a level such that a large business seeks a new build-to-suit space, or when achievable rents and other development conditions improve in Dublin and across the Bay Area. Speculative office and life science development is currently constrained throughout the Bay Area due to recent increases in labor and materials costs, increased financing costs, and limited access to capital.

These broader development challenges create a need and opportunity to support further build-to-suit and speculative development in Dublin through City efforts to expand and enhance business growth. Dublin's economic development efforts have contributed in recent years to the construction of the Zeiss Innovation Center and proposed development of the Dublin Commons project.

Despite strong demand for Dublin's limited existing flex and light industrial space, competition from recreation and other household-serving uses creates a need to consider potential preservation of these spaces for industrial uses and to pursue new development. The important reservoir of flex and light industrial space for construction, manufacturing, repair and maintenance uses in the Sierra Trinity Business Park / Dougherty Road area of Dublin is also experiencing strong demand from recreation and fitness tenants. This competition for space creates a need to examine the appropriate balance of uses to ensure production, distribution, and repair services and businesses are still accommodated in Dublin. This may occur through protecting existing flex and light industrial space and/or supporting development of new space. If existing spaces are preserved for traditional industrial uses, then it will also be important to ensure recreational and fitness businesses are accommodated elsewhere in Dublin.

Dublin's remaining greenfield development sites are major opportunities to attract large-scale, modern office, R&D, and manufacturing uses, but each site requires unique infrastructure or other development support. Dublin's "greenfield" commercial and light industrial opportunity sites consist of previously undeveloped properties at the Fallon East Economic Development Zone, Dublin Centre Project, and near the Dublin/Pleasanton BART station. This collection of greenfield sites is an asset that Dublin can use to attract new innovation-oriented businesses and, in the case of Dublin Centre, create a modern mixed-use community gathering space. The City is already working to address the major infrastructure needs at the Fallon East Economic Development Zone, and proactively engaging developers at the other major greenfield sites.

4. Retail Performance

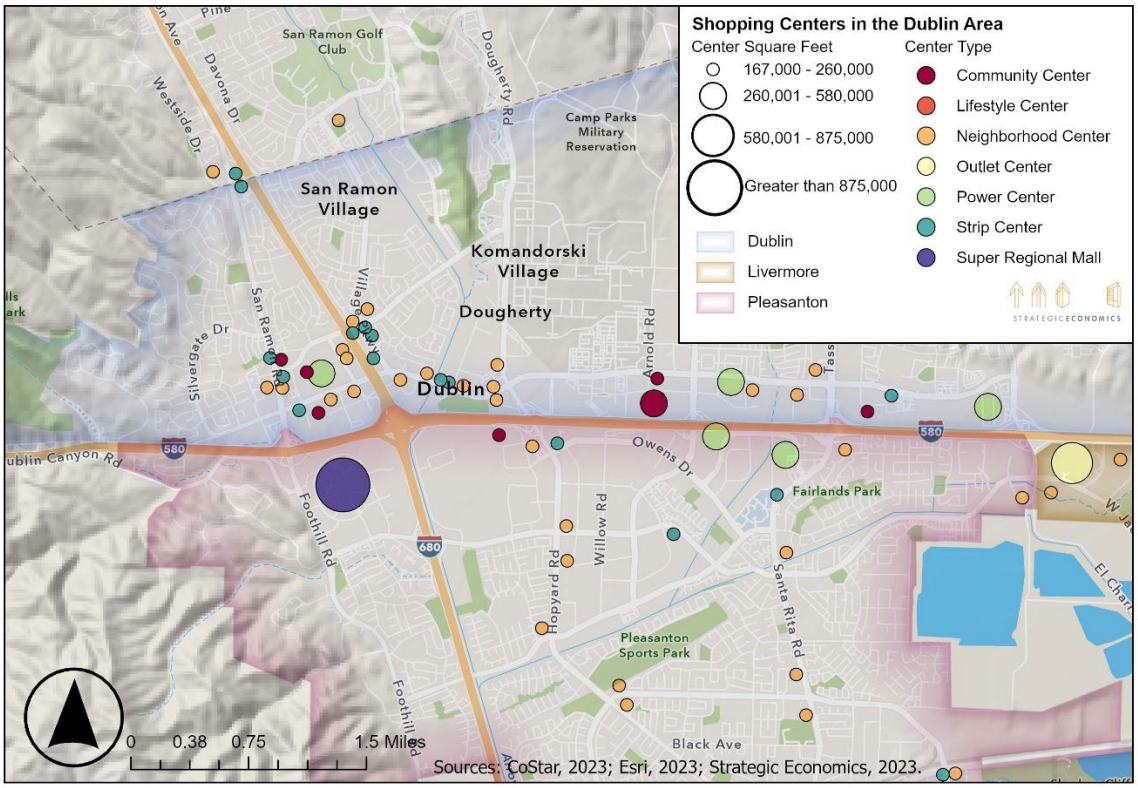
The following findings describe Dublin's retail real estate inventory, retail sales performance, and interviews with local retail brokers, businesses, and property owners.

Sales tax revenue data was obtained from HdL and the City of Dublin for 2017 to 2022. Sales tax revenue was analyzed at both the city and subarea level. Taxable sales data—which allowed for comparison between cities—was obtained from the California Department of Tax and Fee Administration (CDFTA) for 2018 to 2022 for the Tri-Valley region. Worker flow data was obtained from U.S. Census Bureau's Longitudinal Employer-Household Dynamics (LEHD) tool for 2021.

RETAIL REAL ESTATE CONDITIONS AND TRENDS

Dublin's retail inventory is large, diverse, and desirable for a wide range of tenants. Dublin has approximately four million square feet of retail space, including a variety of regional and local shopping centers—as shown in Figure 30—and large automobile dealerships along I-580. The inventory includes large regional destinations like Hacienda Crossings, and other centers and "big box" power centers that draw customers from larger trade areas such as the collection of Downtown Dublin's retail or Fallon Gateway. Dublin also includes a variety of smaller grocery-anchored centers that serve local residential trade areas such as Shops at Waterford and Persimmon Place.

FIGURE 30: DUBLIN SHOPPING CENTERS



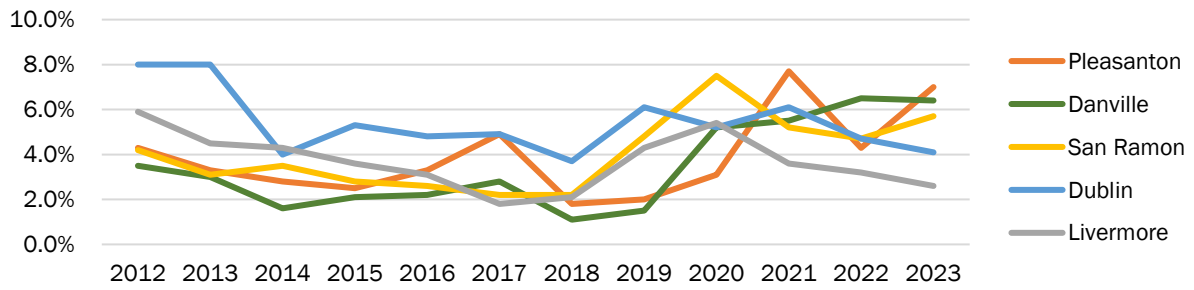
Source: CoStar, 2023; Esri, 2023; Strategic Economics, 2023.

Dublin's shopping centers benefit from access and visibility via I-580 and I-680 and, for centers serving a local trade area, via Dublin Boulevard. Figure 30 shows that Dublin's shopping centers are arranged along these major transportation corridors.

Retail development and growth has occurred in conjunction with Dublin's population growth. As noted earlier and shown in Figure 29, retail development has continuously occurred as Dublin's population grew. This includes more recent development activity in the eastern portion of Dublin as housing was added to those areas of the city.

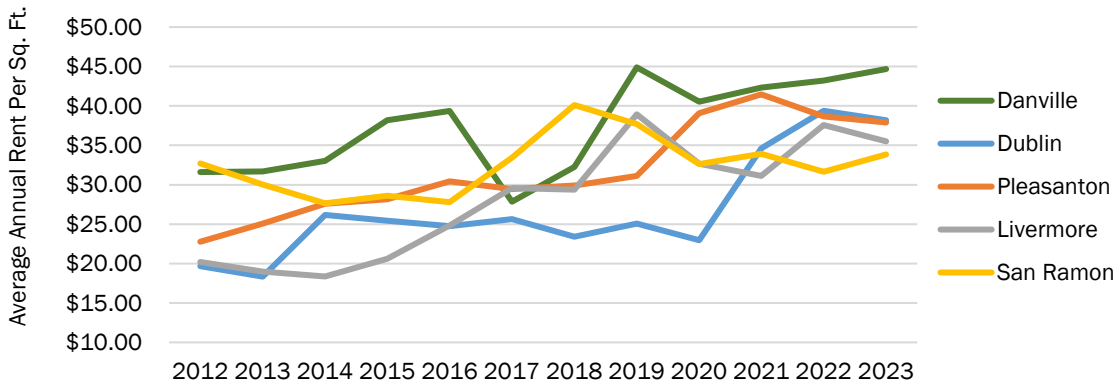
Dublin's low retail vacancy rates and competitive rents indicate continued strong demand for retail space. As shown in Figure 31, in 2023 Dublin's approximately four percent vacancy rate was lower than any time since 2018. In recent years, Dublin's retail vacancy rate has fallen below other Tri-Valley communities, emphasizing the high demand for retail space in Dublin. As seen in Figure 32, Dublin's retail areas achieve relatively high rents compared to other Tri-Valley communities.

FIGURE 31: TRI-VALLEY COMMUNITIES RETAIL VACANCY RATE, 2012 TO 2023



Source: Costar, 2023; Strategic Economics, 2024.

FIGURE 32: TRI-VALLEY COMMUNITIES RETAIL RENT PER SQUARE FOOT (NNN), 2012 TO 2023

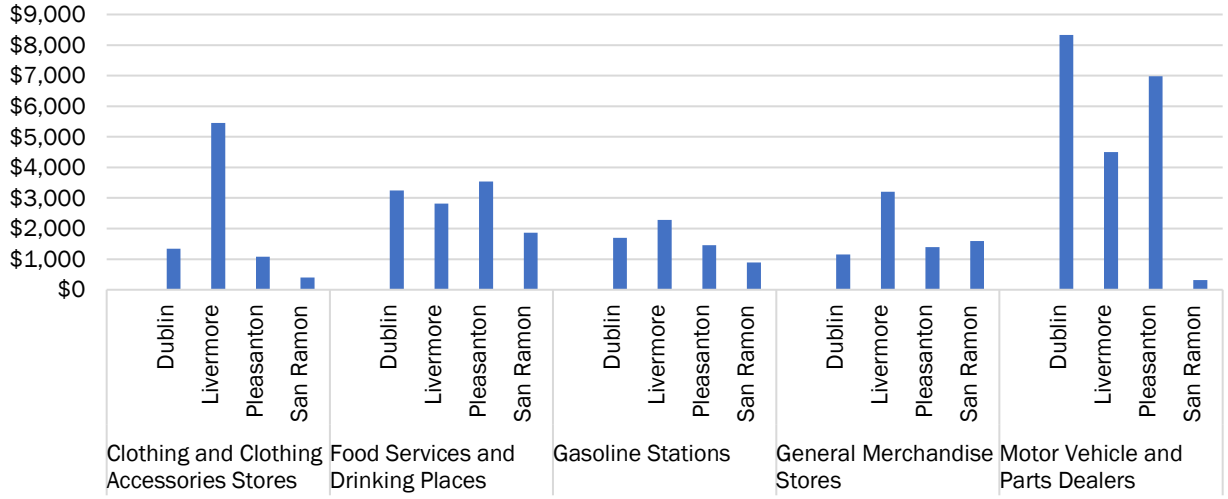


Source: Costar, 2023; Strategic Economics, 2024.

RETAIL PERFORMANCE AND OPPORTUNITIES

Dublin is a major regional and local retail destination—especially for automobile dealerships, and restaurants. Comparison of taxable sales per capita (i.e., sales relative to the local resident population) between Tri-Valley communities demonstrates the extent to which a given community may be attracting customers and sales beyond spending by local residents. As shown in Figure 33, Dublin's 2022 taxable sales per capita exceeded all other Tri-Valley communities for Motor Vehicle and Parts Dealers and only slightly lagged Pleasanton for Food Services and Drinking Places.

FIGURE 33: TAXABLE SALES PER CAPITA BY BUSINESS TYPE, 2022

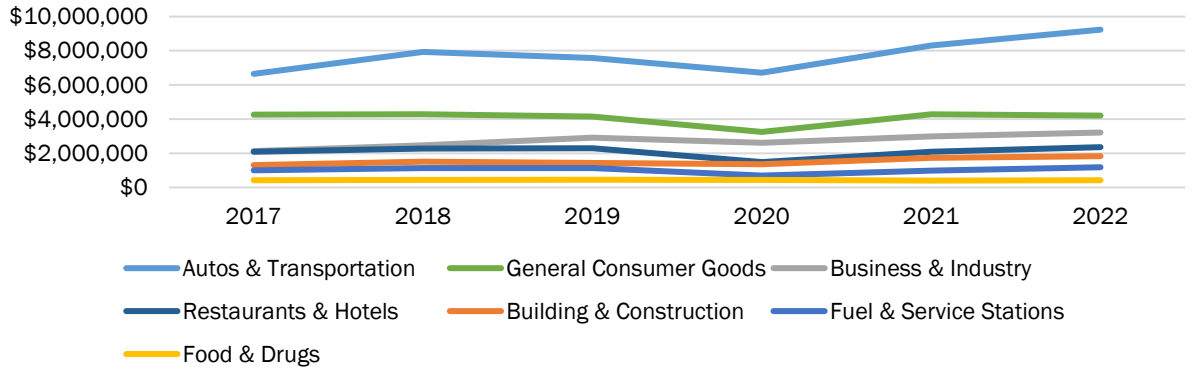


Source: California Department of Tax and Fee Administration, 2018-2022; Strategic Economics, 2023.

Automobile dealerships and automobile-related businesses generated over 40 percent of Dublin's sales tax revenue in 2022—the City's largest category of sales tax revenue. As shown in Figure 34, Dublin's next largest categories of sales tax revenue are general consumer goods, business to business sales, and restaurants and hotels.

Dublin's sales tax revenues recovered from the COVID-19 pandemic, with growth driven by automobile-related sales and, to a lesser extent, a variety of other industry categories. As shown in Figure 34, sales tax revenues across most "Major Industry Groups" have recovered since 2020. Sales growth was primarily driven by the "Autos and Transportation" category. Retail sales tax revenue in Dublin is driven by large shopping centers along the I-580 corridor and in Downtown Dublin, as well as automobile dealerships.

FIGURE 34: DUBLIN SALES TAX REVENUE BY MAJOR INDUSTRY GROUPS, 2017 TO 2022 (NOMINAL DOLLARS)



Note: Sales tax revenue from the "county pool" is not shown. That revenue category reflects e-commerce related sales tax collections.
Note: The "Business and Industry" category primarily consists of business to business sales, and is therefore not attributable to retail businesses.
Source: HdL, 2022; City of Dublin, 2022; Strategic Economics, 2024.

Dublin's retail, dining, and entertainment opportunities will continually evolve in response to growing e-commerce sales and the evolution of bricks-and-mortar retail. As more sales shift online—particularly for undifferentiated "commodity" goods—Dublin should anticipate that the tenant mix within physical storefront spaces will continue to shift toward a greater emphasis on dining, entertainment, personal and medical services, food/grocery, and unique "boutique" retail. Based on subarea sales tax data provided by the City of Dublin, these trends are apparent in Dublin's sales tax data for 2022 to 2023. This data indicates increasing sales in the Downtown Dublin Specific Plan area but declines among "big box" power centers that typically sell many goods readily available online.

The shift away from commodity goods retail toward boutique retail and services creates challenges for Dublin's larger "big box" shopping centers and spaces. These trends especially create challenges for large-scale shopping centers like Hacienda Crossings. Demand for different types of spaces continues to evolve, and there is currently relatively lower demand for big-box retail spaces than in the past. Broader retail trends make it increasingly difficult to fill large vacant retail space, and it is often expensive or impractical to split these spaces for use by more than one retailer.

Dublin's retail spaces primarily consist of traditional automobile-oriented shopping centers and commercial corridors; the city lacks amenity-rich community gathering destinations, although opportunities exist in Downtown Dublin and Dublin Centre. Despite Dublin's strong quality of life and desirable climate, safety, and location, residents and businesses continue to note the city's lack of a vibrant community gathering space with pedestrian accessibility. Current public-private efforts are underway to develop such a place in Downtown Dublin with the Dublin Commons project, and the Dublin Centre project is also planning to create a similar yet smaller activity node.

Dublin's rapidly diversifying population opens new opportunities to attract businesses reflecting a wide variety of cultural influences. Since 2000, U.S. Census data shows that Dublin's population growth overwhelmingly consisted of residents identifying as Asian, as described earlier in this report and shown in Figure 4. The rich diversity of Dublin's population creates opportunities to further support the diverse mix of retail, grocery, dining, and personal services businesses in the city.

Through an online business survey and stakeholder interviews, retail business and property owners noted several advantages and challenges for their operations in Dublin:

Positive feedback included:

- A main positive for Dublin businesses is the City's central location and its proximity to potential customers.
- Dublin was described as a safe and welcoming community.
- Dublin has a desirable demographic composition and trends that support strong business performance.
- The City of Dublin's staff are responsive and clear in their communication with businesses.

Several challenges were also raised:

- Challenges finding relatively affordable office, retail, or industrial space in Dublin.
- Local businesses would benefit from enhancing the marketing of City-offered incentives, services, and programs to existing small businesses, in addition to current promotion of services to new businesses.
- Numerous businesses raised concerns about high sewer and water capacity fees charged by the Dublin San Ramon Services District (which is separate from the City of Dublin).

5. Hotels and Tourism

The following findings describe recent conditions and trends in both Dublin's and the Tri-Valley's hotel markets, including analysis of hotel occupancy, revenue, and transient occupancy tax revenue. The findings also summarize issues and opportunities identified through interviews with Visit Tri-Valley representatives and review of the organization's 2023 *Strategic Plan.*

Hotel occupancy, revenue, and inventory data was obtained from CoStar for Dublin and the Tri-Valley region for 2012 to 2024. Dublin hotel performance data was obtained from the City of Dublin for 2019 to 2024.

Dublin's inventory of 689 hotel rooms constitutes 12 percent of the Tri-Valley's total inventory. As of 2024, CoStar notes five hotels in Dublin that include a mix of economy, midscale, and upper midscale hotels. As shown in Figure 35, Dublin has a relatively small share of the hotel inventory in the Tri-Valley, with just 12 percent of the hotel rooms in Tri-Valley communities located in Dublin.

Dublin's hotel inventory has grown slowly over time. The most recent addition to Dublin's hotel inventory is an "Aloft" branded property that opened in 2018. According to available data, that was the first new hotel to open in Dublin since the early 2000s.

FIGURE 35: TRI-VALLEY COMMUNITIES HOTEL INVENTORY, 2024

City	Number of Hotel Properties	Percentage of Total Hotel Properties in the Tri-Valley Region	Number of Hotel Rooms	Percentage of Total Hotel Rooms in the Tri-Valley Region
Danville	1	2%	62	1%
Dublin	5	10%	689	12%
Livermore	21	43%	1,612	29%
Pleasanton	15	31%	2,050	37%
San Ramon	7	14%	1,147	21%
Tri-Valley Region Total	49	100%	5,560	100%

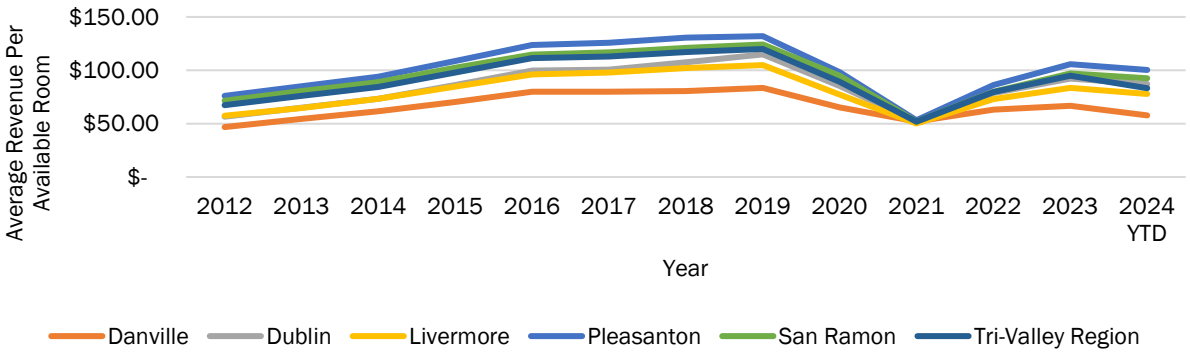
Sources: Costar, 2024; Strategic Economics, 2024.

The Dublin and Tri-Valley hotel markets are recovering slowly from the COVID-19 pandemic, which will likely constrain hotel development opportunities in the near term. As shown in Figure 36 and Figure 37, Dublin's average revenue per room recovery rate and occupancy rate, along with other Tri-Valley Cities, are slowly recovering since 2020. Transient occupancy tax receipts also reflect these conditions, with nearly all hotel properties in Dublin generating lower revenue in 2023 than in 2019.

Hotel demand in Dublin is primarily driven by business travelers. Based on input from Visit Tri-Valley and review of Dublin's mix of hotel properties, Dublin's hotels primarily serve business travelers seeking convenient access to major employers throughout the Tri-Valley and beyond. Dublin's hotels also provide relatively low cost accommodation compared to many other parts of the Bay Area while also providing convenient access to destinations via BART and freeways.

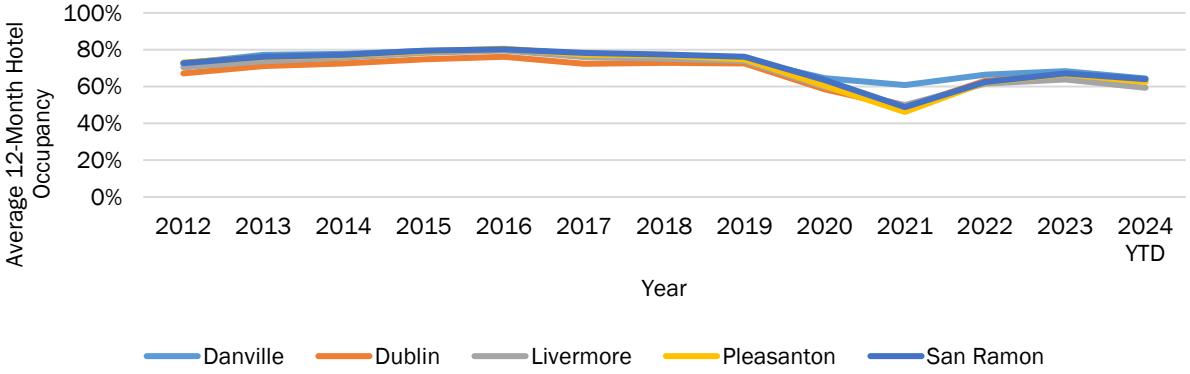
Demand for hotel stays in Dublin could potentially be expanded through local employment growth and diversification of visitors to the city and Tri-Valley. Given that business travelers constitute much of the demand for hotel stays in Dublin, business and job growth in Dublin and the Tri-Valley can provide additional demand for hotel stays over time. Visit Tri-Valley is also exploring opportunities to diversify hotel demand through attraction or development of other destination and meeting amenities.

FIGURE 36: AVERAGE REVENUE PER AVAILABLE ROOM BY YEAR IN THE TRI-VALLEY REGION, 2012 TO 2024



Note: 2024 data reflects data through July.
Source: CoStar, 2024; Strategic Economics, 2024.

FIGURE 37: TRI-VALLEY COMMUNITIES AVERAGE HOTEL OCCUPANCY RATE, 2012 TO 2024



Note: 2024 data reflects data through July.
Source: CoStar, 2024; Strategic Economics, 2024.

Local stakeholders noted a lack of hotels with larger conference centers or meeting spaces in the Tri-Valley. Stakeholders interviewed for this study noted that no hotels exist in Dublin, Pleasanton, or Livermore that can host large conferences or meetings, due to a limited number of large hotels and a lack of hotels with adequate meeting spaces. The San Ramon Valley Conference Center was noted as the closest facility that can host larger events, though the property only includes 119 on-site guest rooms.

Regional initiatives to attract hotel stays and a multiuse venue can support local hotels in Dublin. As hotel occupancy and revenues continue to recover over time since the COVID-19 pandemic, Dublin can position itself to leverage Visit Tri-Valley's efforts to expand visitation. Visit Tri-Valley is pursuing development of a multiuse sports, entertainment, and conference venue to diversify hotel demand and expand visitor spending. Dublin could either seek to attract this facility to the city itself or seek to leverage the future facility to attract additional hotel stays.

Community Engagement Summary

City of Dublin Economic Development Strategy and Economic Development Element Update

April 24, 2024

STRATEGICECONOMICS

DUBLIN
CALIFORNIA

Table of Contents

1. Survey Introduction and Purpose
2. Local Business Survey Results Summary
   - Who responded (background questions)
   - Survey Results
3. General Community Survey Results Summary
   - Who responded (background questions)
   - Survey Results

Survey Introduction and Purpose

- The City of Dublin is in the process of updating its Economic Development Strategy and Economic Development Element. Both documents will guide the City's economic development policies and actions in both the short and long term.
- To assist in this project, both a General Community Survey and Local Business Survey were prepared and distributed to Dublin's residents and businesses, respectively. These surveys were marketed by the City of Dublin and left open for responses during December 2023 and January 2024.
- The purpose of the surveys was to provide an opportunity for Dublin's residents and businesses to comment on their current economic development priorities and concerns.
- The survey results, alongside analyses and other stakeholder engagement activities, will be used to inform prioritization of the economic development strategies included in the Economic Development Strategy and Economic Development Element.

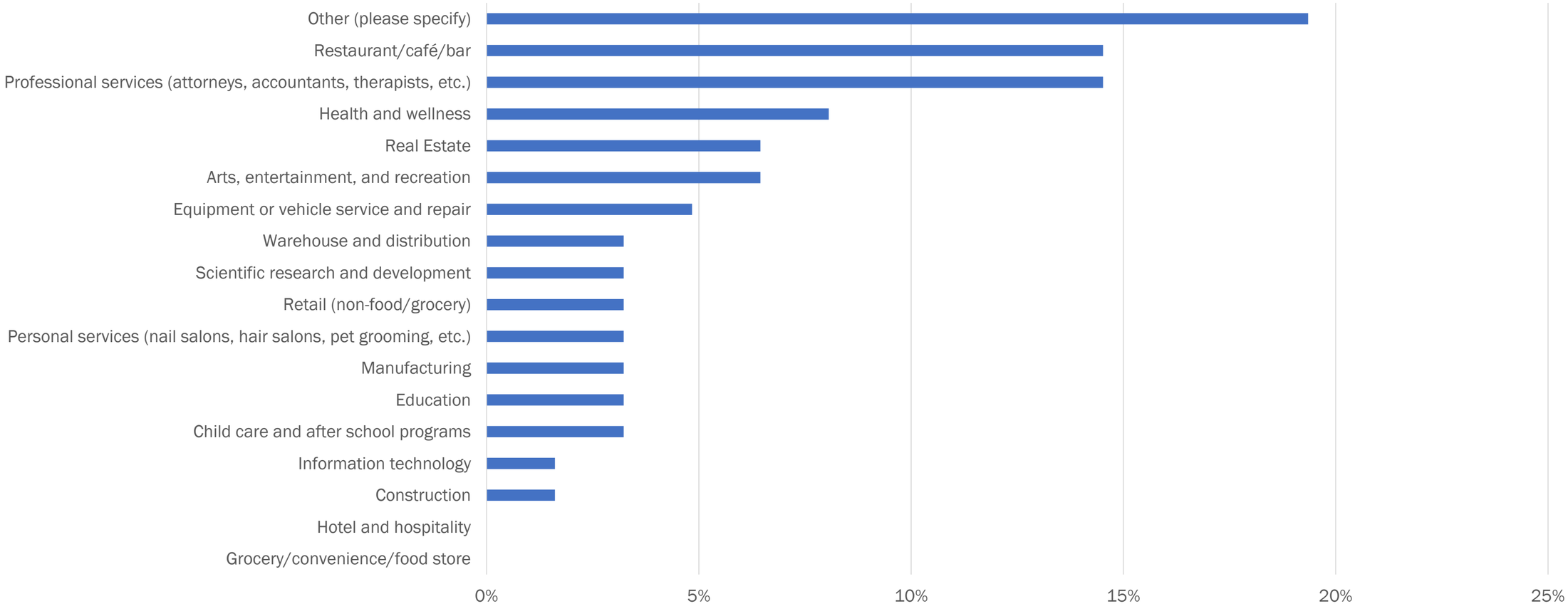
Local Business Survey Results Summary

Individual Responses: 70

Who Responded (Background Questions)

Local Business Survey Results Summary

Question 14 - Which of the following best describes your business?



- "Other" responses include:
  - Banking/Financial Institution
  - Consulting
  - Other Personal Services

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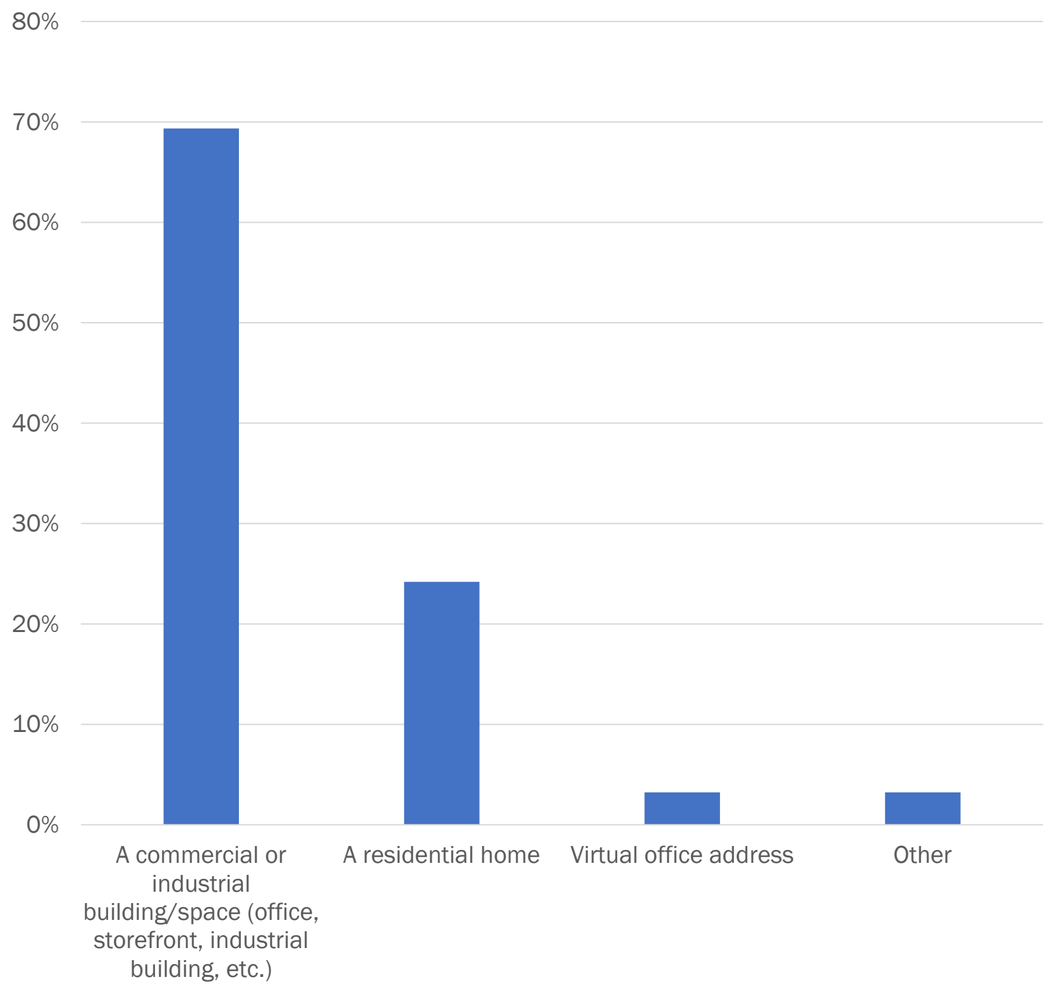
DUBLIN CALIFORNIA

Question 15 - Where is your businesses based out of?



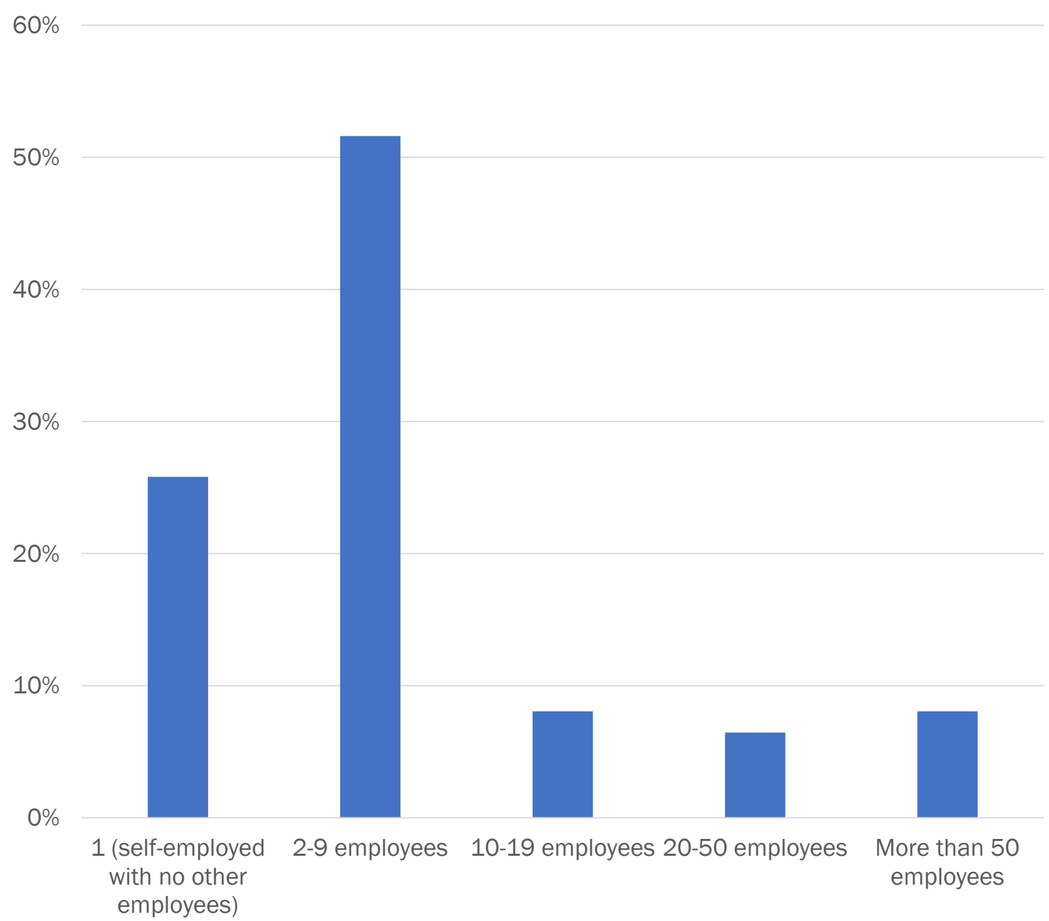
STRATEGICECONOMICS

DUBLIN CALIFORNIA

Summary of Survey Respondents

- Nearly 70 percent of respondents were based out of commercial or industrial space in Dublin
- Around 25 percent of respondents represented businesses based out of a residential home

Question 16 - How many employees does your business employ, including yourself?



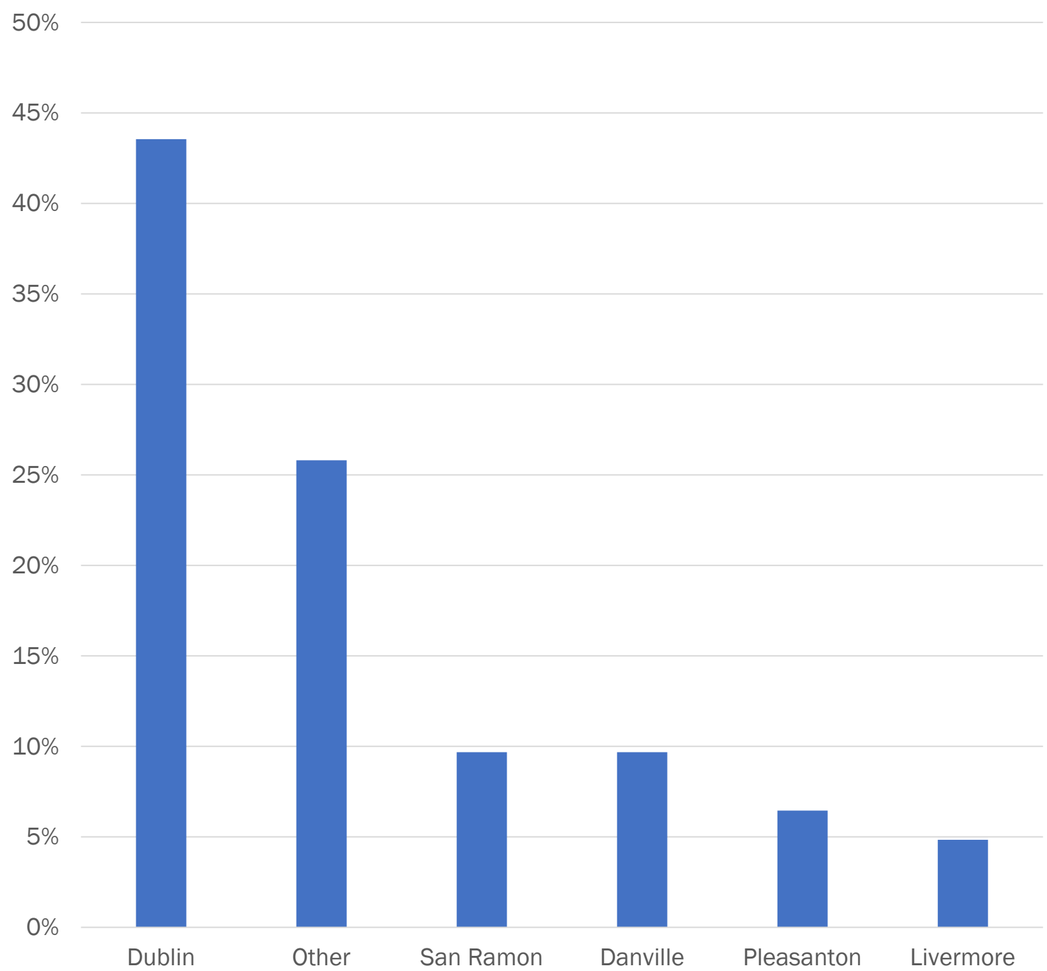
STRATEGICECONOMICS

DUBLIN CALIFORNIA

Summary of Survey Respondents

- Most survey respondents employ between 2 and 9 people
- Just over 25 percent of respondents were self-employed
- Less than 10 percent of respondents represented companies that employ more than 50 people

Question 17 - Where do you live?



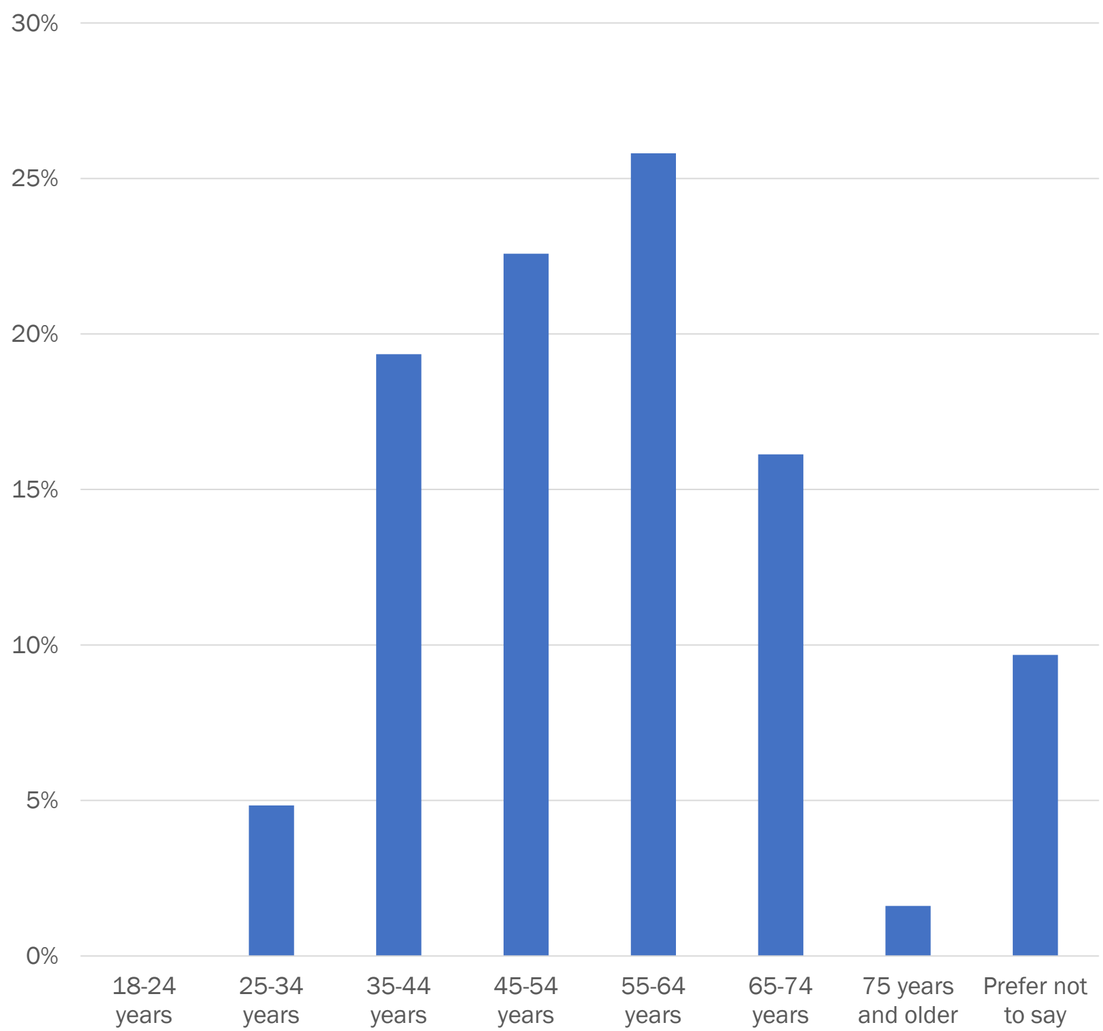
STRATEGICECONOMICS

DUBLIN CALIFORNIA

Summary of Survey Respondents

- Over 40 percent of survey respondents live in Dublin
- 10 percent of survey respondents live in San Ramon and Danville, respectively
- Remaining respondents are spread across the Bay Area, but primarily in the East Bay
- "Other" responses include:
  - Oakland
  - San Francisco
  - Hayward
  - Fairfield

Question 18 - What is your age?

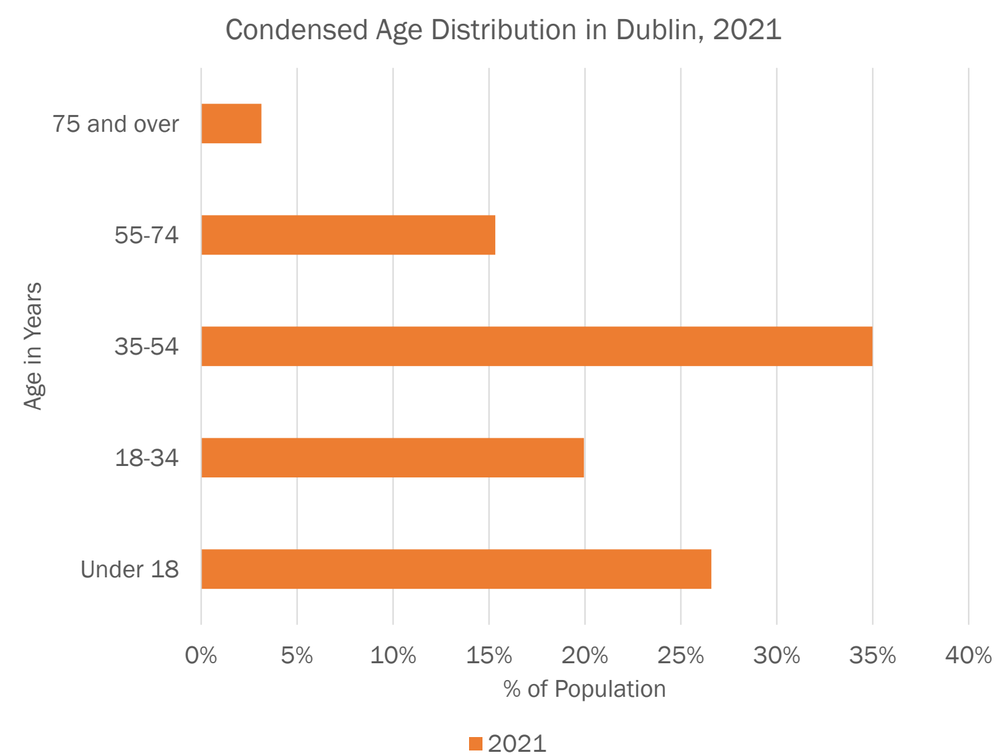


STRATEGICECONOMICS

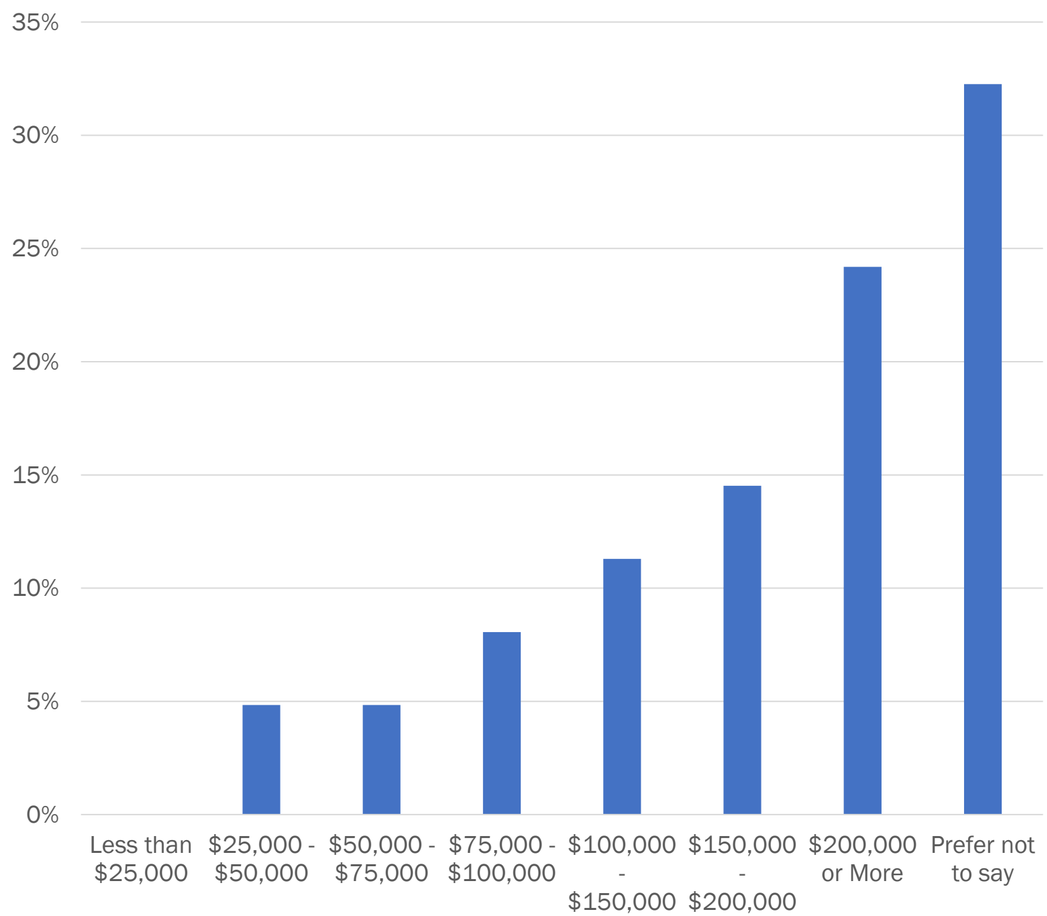
DUBLIN CALIFORNIA

Summary of Survey Respondents

- Most survey respondents were between the ages of 45 and 64
- Dublin's actual age distribution illustrated below for reference



Question 19 - What is the combined annual income of everyone in your household?

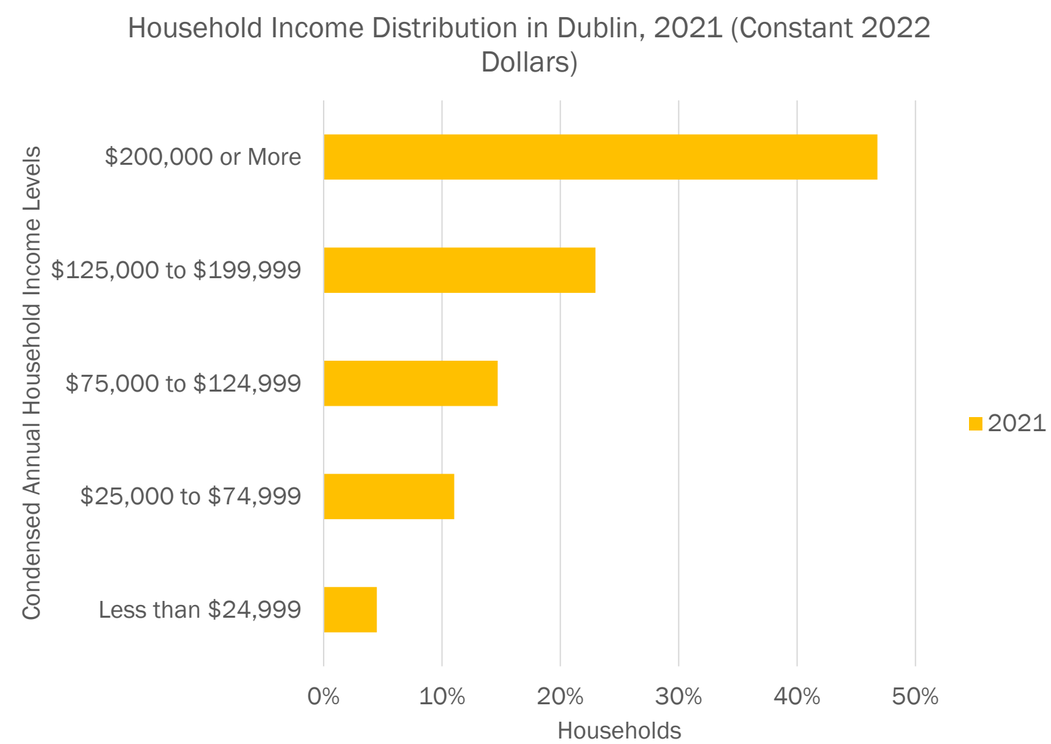


STRATEGICECONOMICS

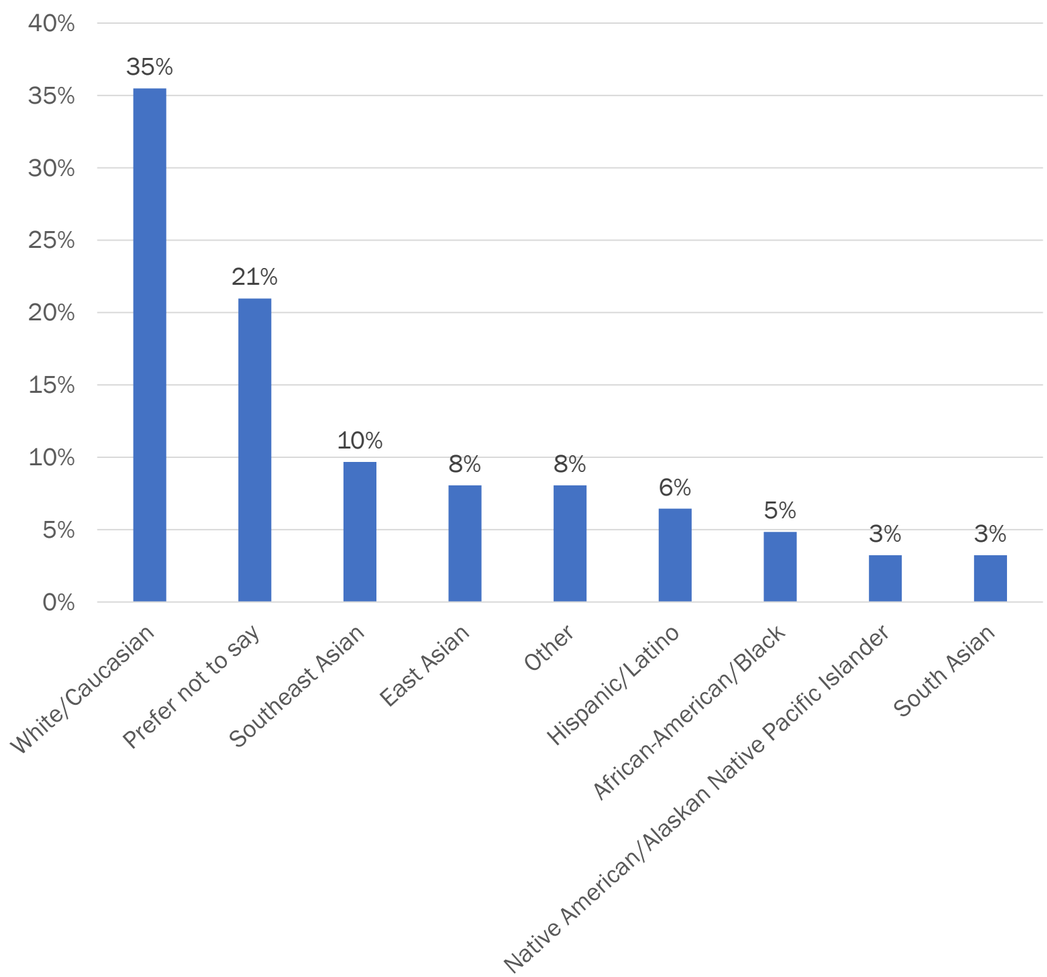
DUBLIN CALIFORNIA

Summary of Survey Respondents

- Nearly a quarter of survey respondents reported a combined annual household income of greater than $200,000
- Around 15 percent of survey respondents reported an income of less than $100,000
- Dublin's actual income distribution shown below as reference



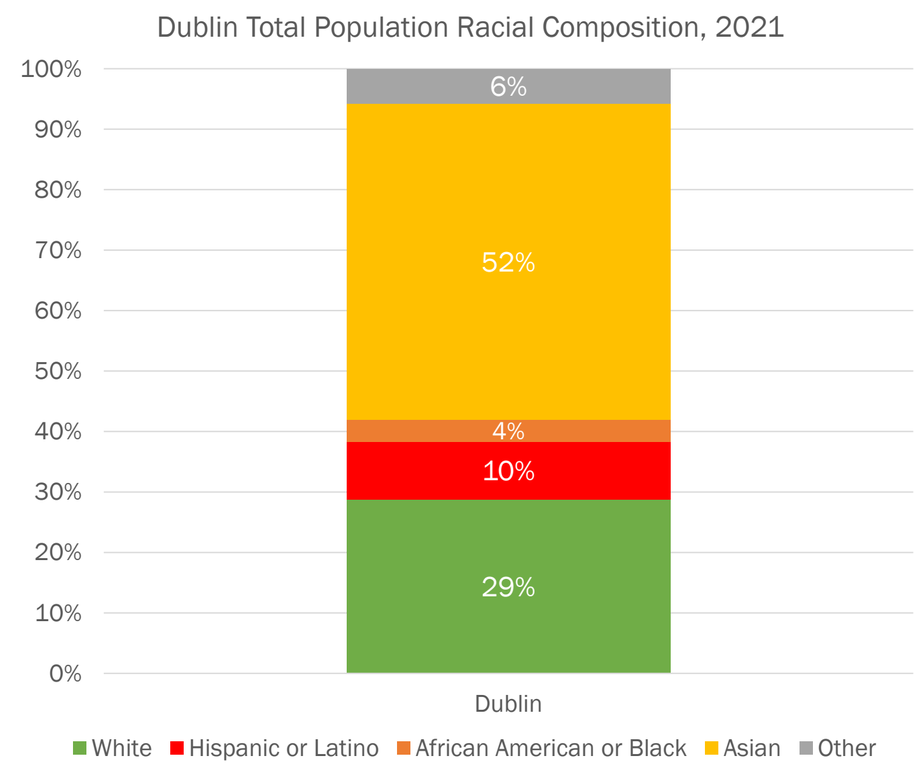
Question 20 - Which category best describes you?



STRATEGICECONOMICS DUBLIN CALIFORNIA

Summary of Survey Respondents

- 35 percent of survey respondents identified as White/Caucasian
- Around 25 percent of survey respondents identified as Asian
- Dublin's actual demographics shown below for reference

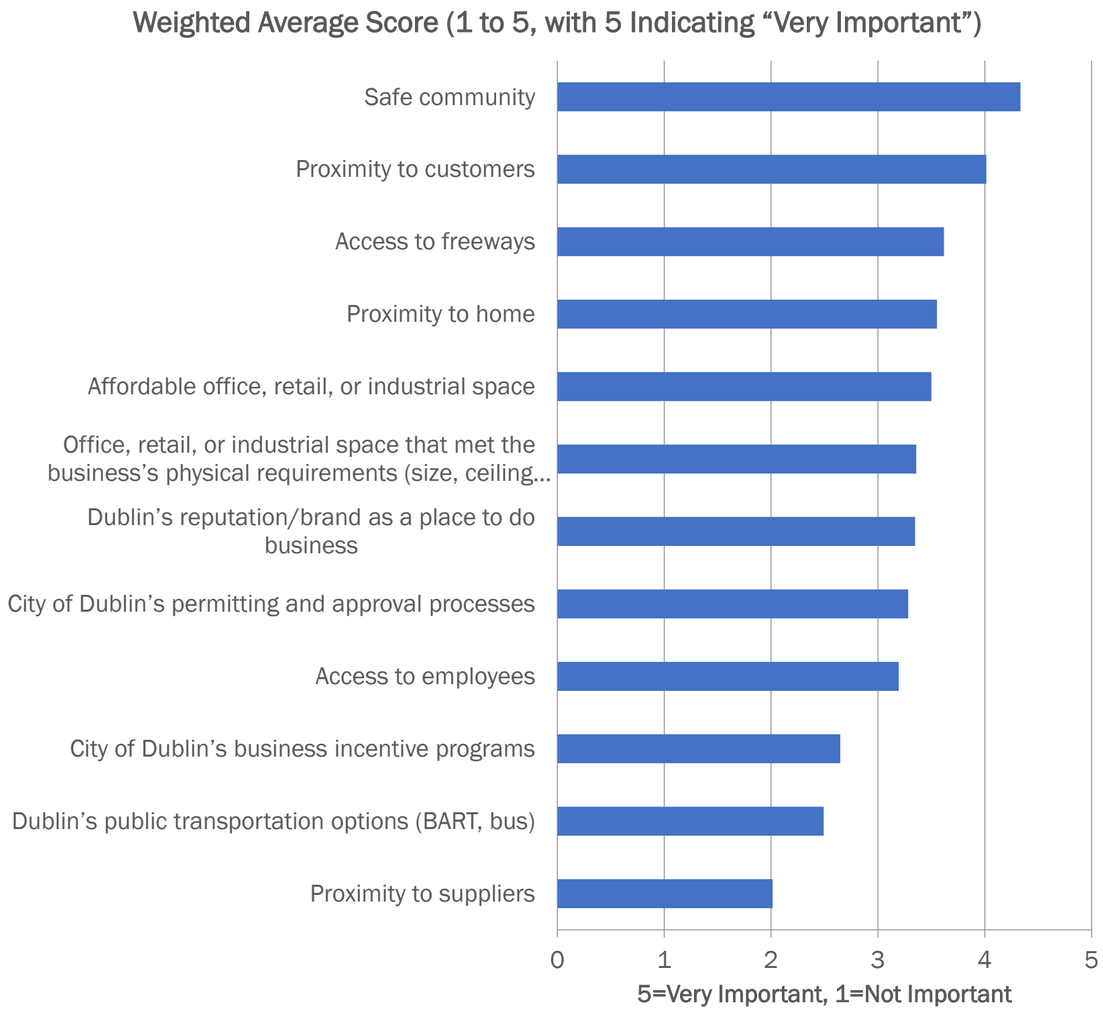


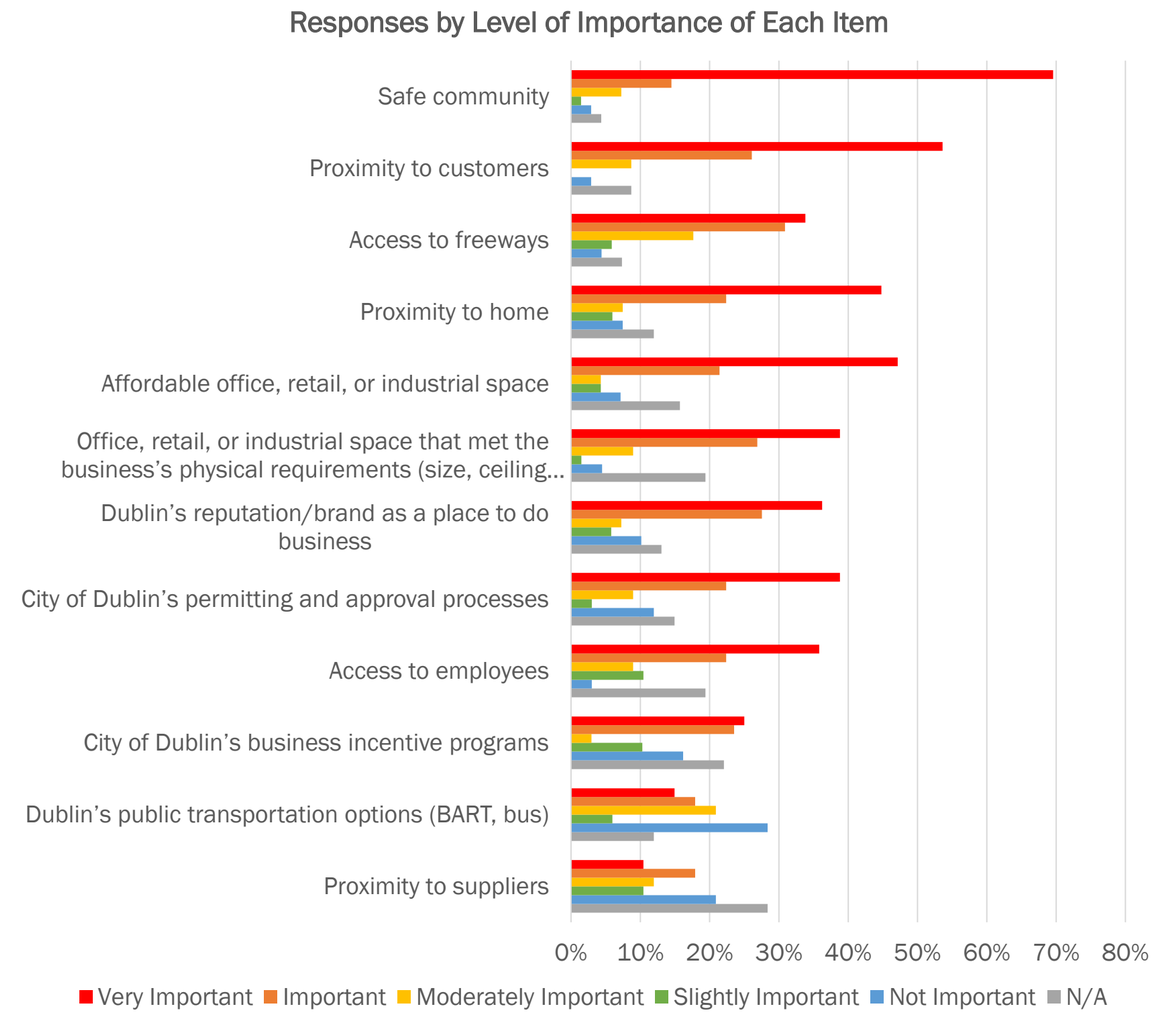
Sources: U.S. Census Bureau, ACS 2017-2021; Strategic Economics, 2023.

Survey Results

Local Business Survey Results Summary

Question 1 - What factors drew your business to its location and to Dublin generally?





STRATEGICECONOMICS

DUBLIN CALIFORNIA

Question 1 Gathered Opinions on Important Factors That Drew Businesses to Dublin:

Summary of Important Factors for Businesses

Some of the most important factors that drew businesses to Dublin:

- Safe community
- Proximity to customers
- Office, retail, or industrial space that met the business's physical requirements (size, ceiling heights, power, loading, etc.)

Some of the least important factors that drew businesses to Dublin:

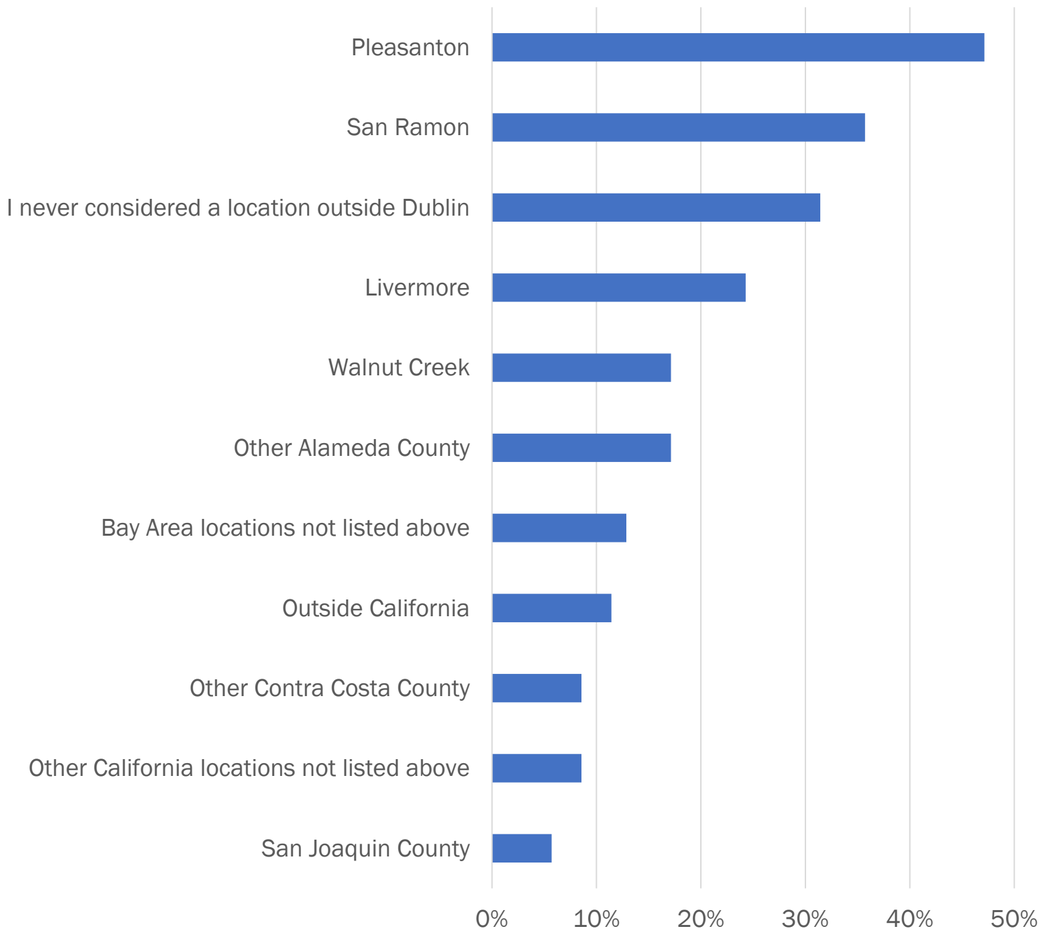
- Proximity to suppliers
- Dublin's public transportation options (BART, bus)

- Factors with a relatively split opinion on importance:
  - City of Dublin's business incentive programs

STRATEGICECONOMICS DUBLIN CALIFORNIA

Local Business Survey

Question 2 - Where else did you consider opening, expanding, or relocating your business?

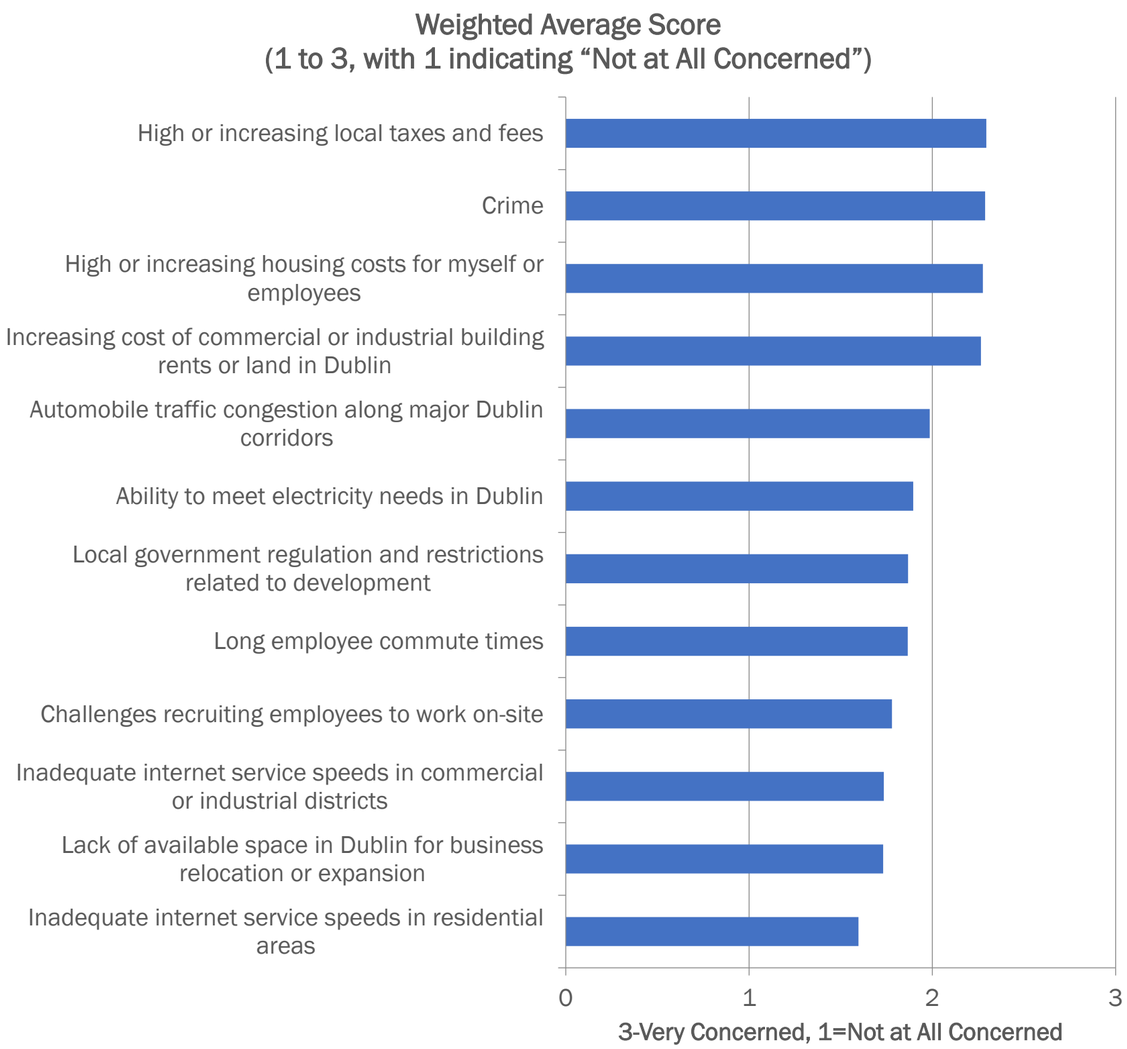


STRATEGICECONOMICS DUBLIN CALIFORNIA

Summary of Places Businesses Considered for Expansion, Relocation, or Opening

- Pleasanton and San Ramon represent the most cited alternative location options for responding business representatives
- Nearly a third of respondents noted that they never considered a location outside of Dublin
- Areas outside of the East Bay were not typically considered for locating or expanding businesses that are currently located in Dublin

Question 3 - What kind of concerns does your business face in Dublin?



STRATEGICECONOMICS

DUBLIN CALIFORNIA

Question 3 Gathered Opinions on What Kinds of Concerns Local Businesses Face in Dublin:

Summary of Local Business Concerns

The following are higher concerns for businesses in Dublin:

- Crime
- High or increasing local taxes and fees
- High or increasing housing costs for myself or employees

The following are lesser concerns for businesses in Dublin:

- Lack of available space in Dublin for business relocation or expansion
- Challenges recruiting employees to work on-site
- Inadequate internet service speeds in commercial or industrial districts

Other concerns noted by businesses:

- High cost of utilities which is restrictive for local small businesses
- An overall lack of industrial space for sale in Dublin

Question 4 - Please note other concerns for your business in Dublin

Key Takeaways/Themes from free responses

- Rising and prohibitive cost of rent and land
- High water and other utility costs
- Perceived lack of City efforts to support and communicate with local small businesses
- The citywide emphasis on housing production limits industrial and retail space
- Rising crimes that effect both businesses and employees, and the desire for increased police response

Free Response Answer Examples

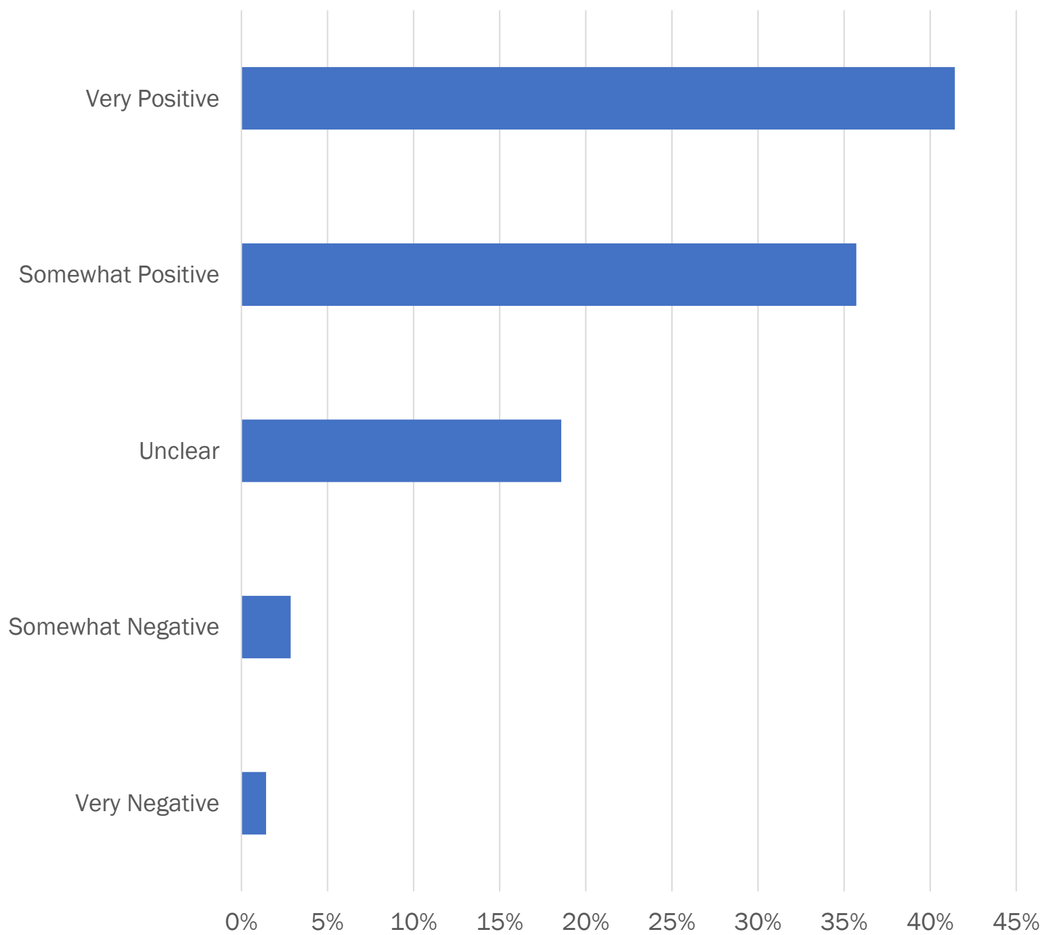
"It's expensive to start a business and rent is very expensive…"

"Permitting processes through the city are long and tedious. It feels like we have to jump through a lot of hoops and as a small business it sometimes creates a barrier to start up."

"Sewer, water and utility add on fees and tiered pricing for businesses…"

STRATEGICECONOMICS DUBLIN CALIFORNIA

Question 5 - What is the outlook for your business in Dublin?



STRATEGICECONOMICS

DUBLIN CALIFORNIA

Summary of Local Business Outlook:

- Over 75 of respondents were positive about the outlook of their business in Dublin
- Less than five percent of survey respondents were negative about the outlook of their business in Dublin

Local Business Survey

Question 6 - What factors influenced your response to the previous question? (On Local Business Outlook)

Key Takeaways/Themes from Free Responses

Factors that are creating a positive outlook for local businesses:

- Strong and consistent local customer base
- Sustained access to employees
- Continued demographic trends make Dublin a desirable place to locate a business

Factors that are creating a negative outlook for local businesses:

- Current broader economic trends are negatively affecting local business sales
- Rising rents can push out local small businesses

Free Response Answer Examples

"Been in business for over 30 years in Dublin. We have a very strong base of regular customers"

"Location, growing population, development of downtown coming, etc."

"Ability to expand and convert usable space"

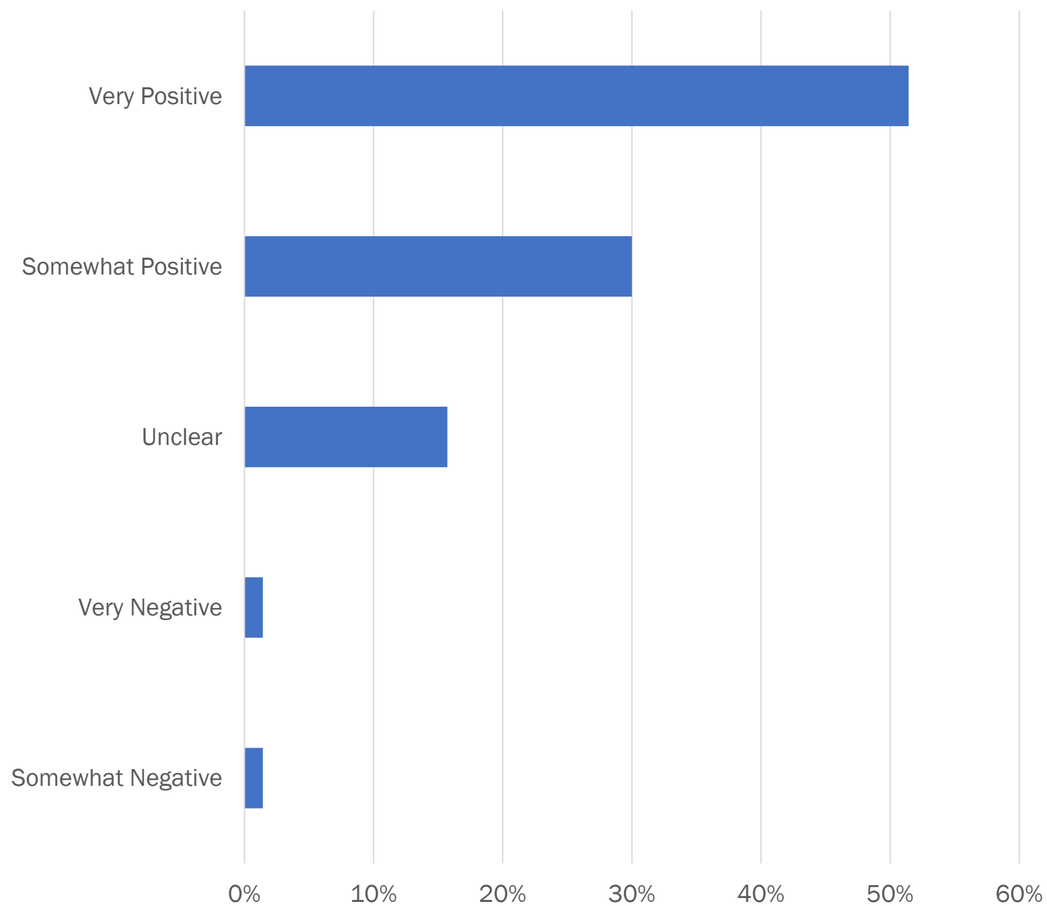
"As rent keeps going up small businesses can not afford to stay"

"Continued growth in Dublin"

STRATEGICECONOMICS DUBLIN CALIFORNIA

Local Business Survey

Question 7 - How would you define your interactions with the City of Dublin in relation to your business?



STRATEGICECONOMICS

DUBLIN CALIFORNIA

Summary of Interactions with the City of Dublin

- Over 80 percent of respondents noted positive interactions with the City of Dublin

Question 8 - What factors influenced your response to the previous question? (On Interactions with the City of Dublin)

Key Takeaways/Themes from Free Responses

Positive interactions:

- Quick turnaround and assistance for permitting and other small business needs
- Knowledgeable, responsive, and friendly City staff
- City marketing and newsletters keep businesses informed

Less positive interactions:

- Lack of connection to local businesses outside of those pursuing specific City resources

Free Response Answer Examples

"City news email keep me informed and respond accordingly."

"The staff at the City of Dublin has always been courteous, nice, and helpful. It's just a lot of hoops and barriers to get business running and costly for small businesses…"

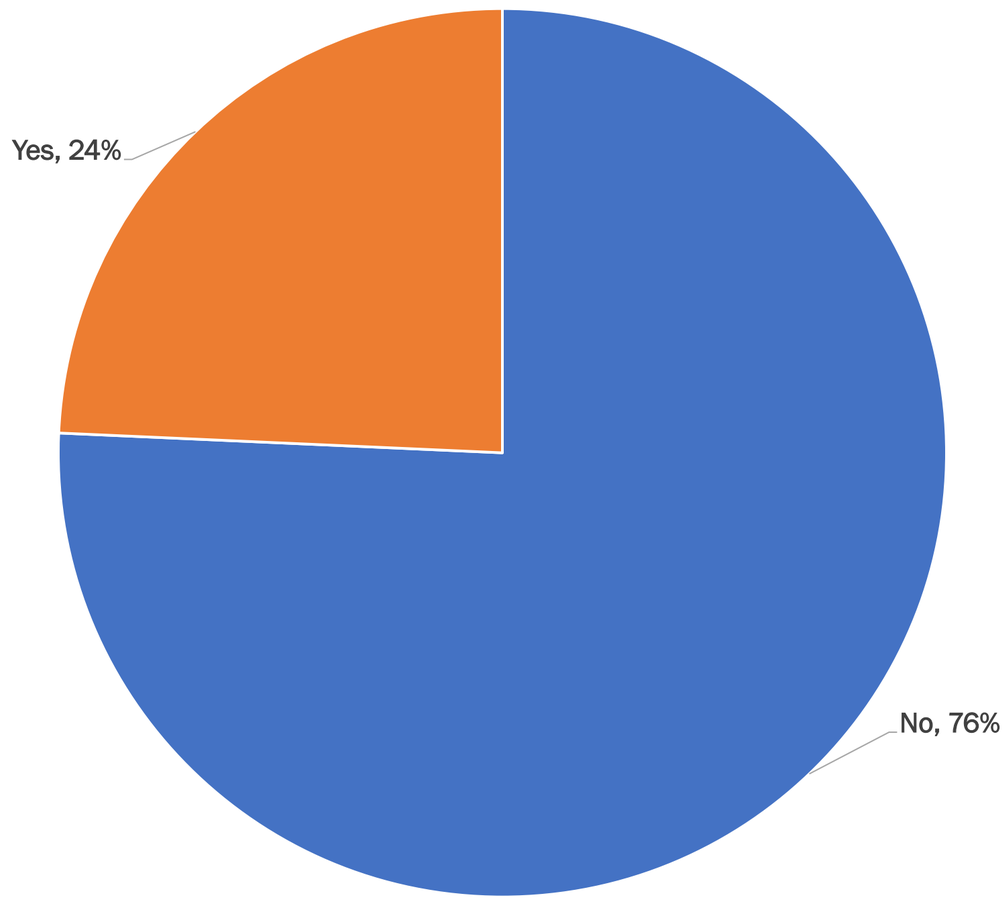
"Long timeframes, permitting costs…often inhibit or negatively impact our business"

"Everyone at the city office is friendly and it's easy to do the license renewals."

"Quick feedback on permit issues"

STRATEGICECONOMICS DUBLIN CALIFORNIA

Question 9 - Do you utilize any programs or incentives offered to businesses by the City of Dublin?



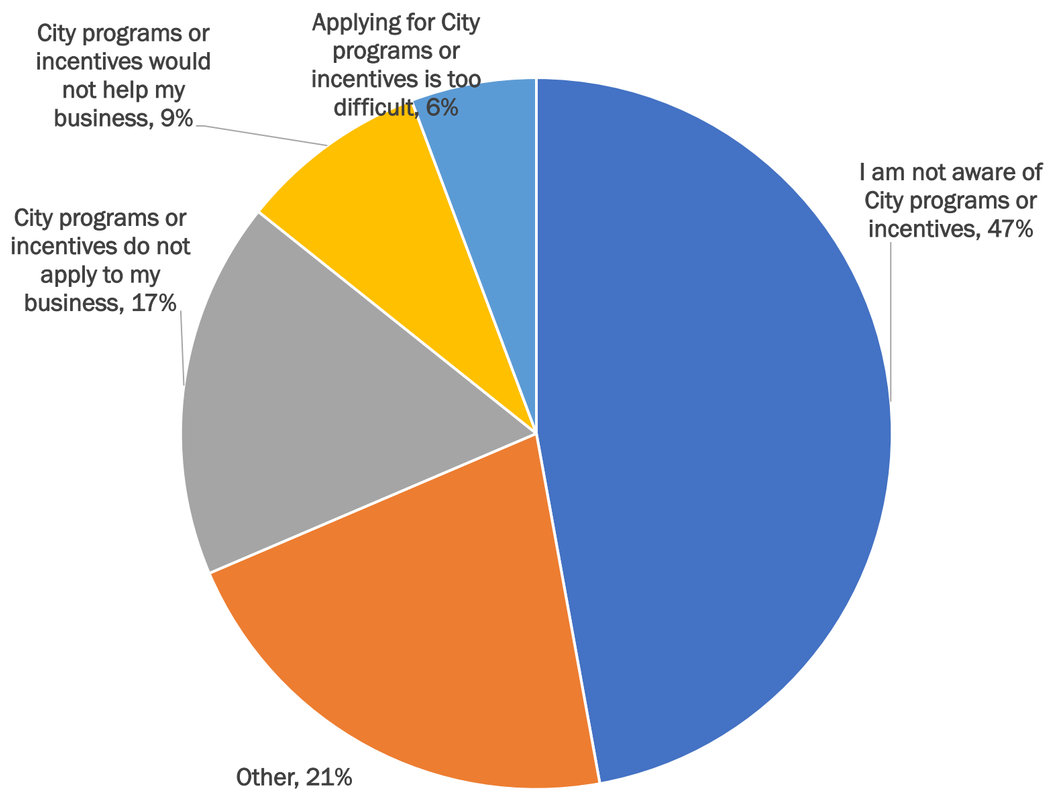
STRATEGICECONOMICS DUBLIN CALIFORNIA

Summary of Incentive or Program Utilization

- Less than 25 percent of respondents report utilizing any programs or incentives offered by the City of Dublin
- Those that responded yes primarily noted relief granted by the City of Dublin during the Covid pandemic

Local Business Survey

Question 10 - If you answered no to the previous question, what factors influenced this response? (On Program or Incentive Utilization)



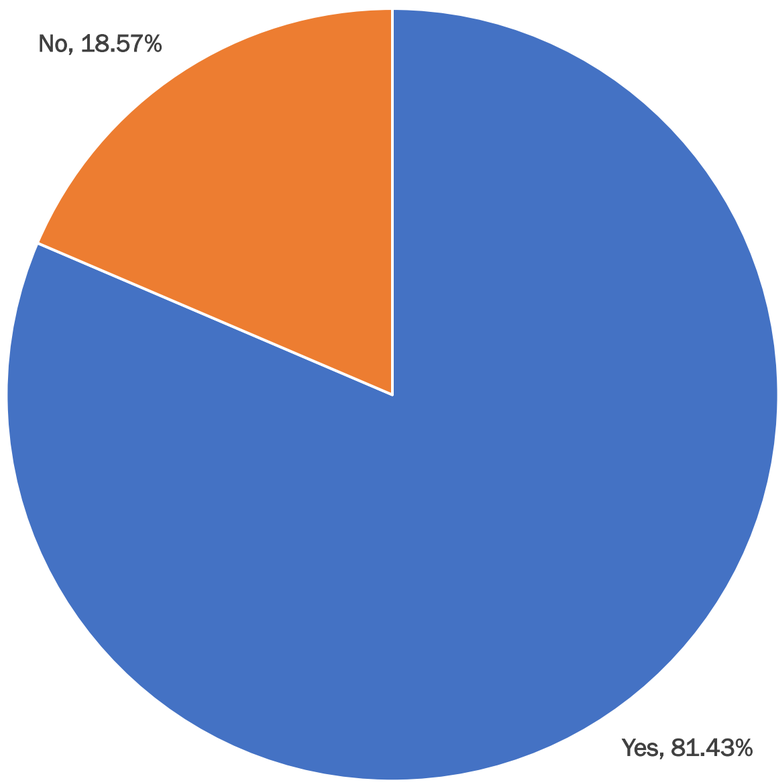
STRATEGICECONOMICS

DUBLIN CALIFORNIA

Summary of Responses

- Of respondents that said they do not utilize city-offered incentives, nearly 50 percent noted that they are not aware of City programs or incentives
- Nearly 40 percent of respondents said that City programs or incentives would not help, or do not apply, to their business
- “Other” responses mostly consisted of respondents who answered “yes” to the previous question (question #9)

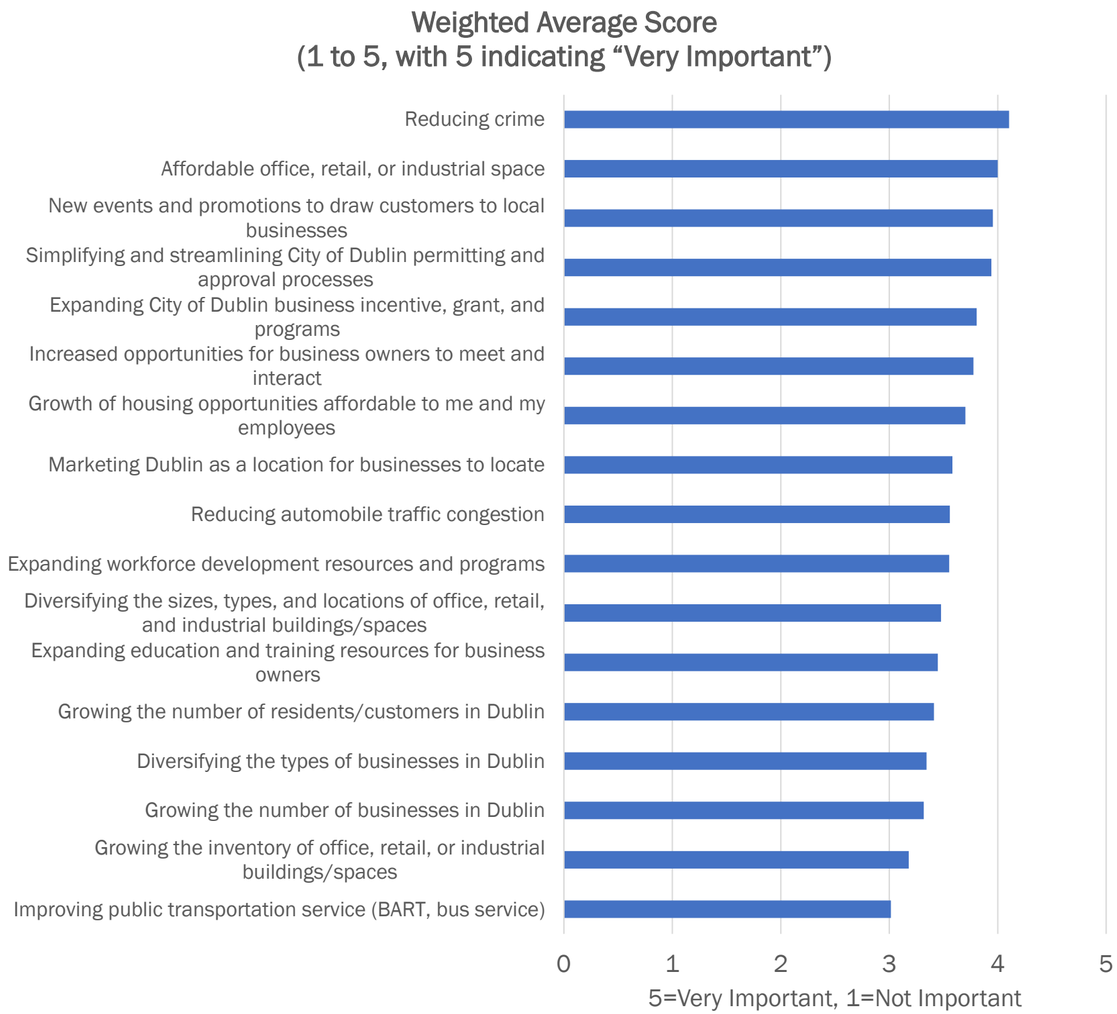
Question 11 - Do you receive business-related email communications from the City of Dublin?

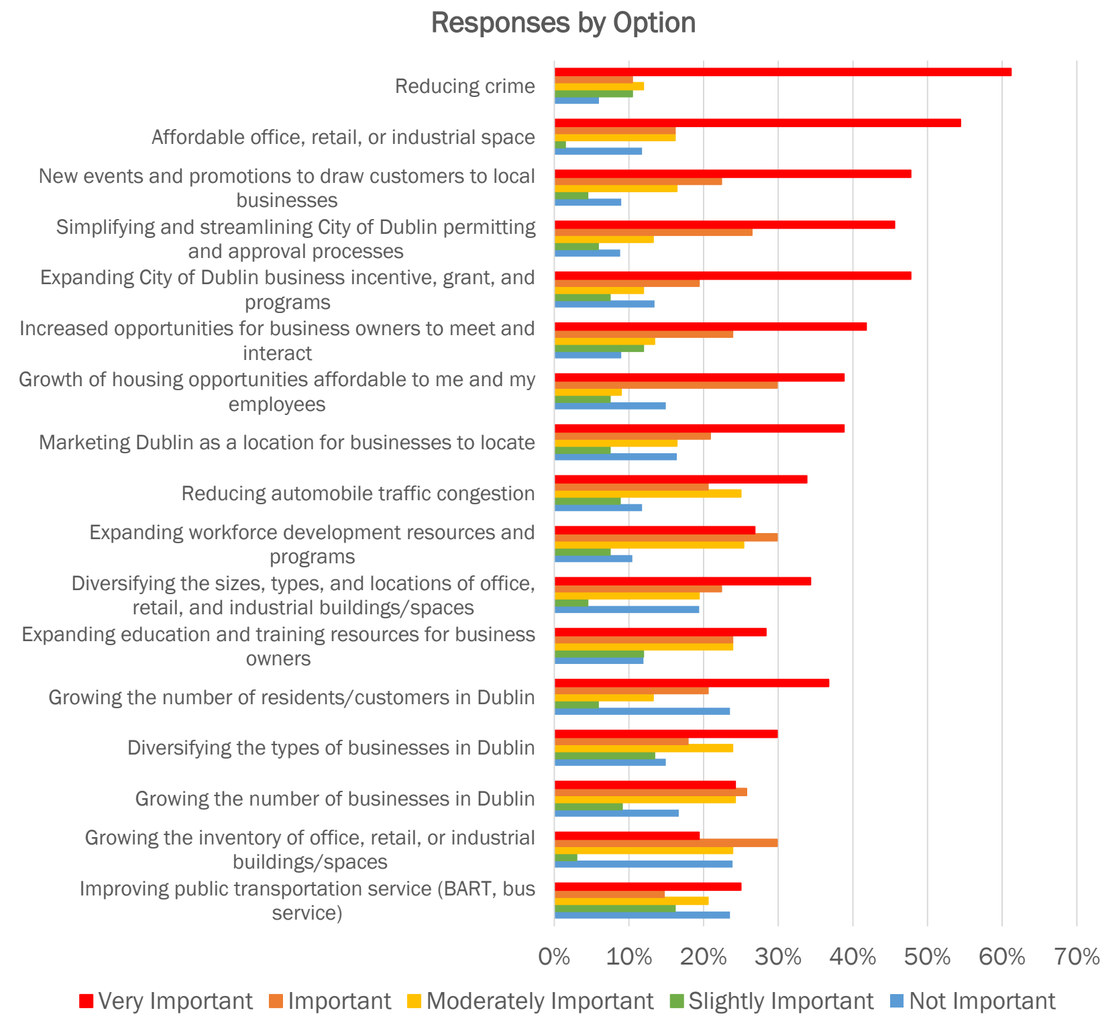


Summary of Responses

- Over 80 percent of respondents receive business-related email communications from the City of Dublin

Question 12 - What changes in Dublin would help your business and industry prosper?





STRATEGICECONOMICS

DUBLIN CALIFORNIA

Question 12 Gathered Opinions on What Changes Are Needed for Local Businesses to Prosper

Summary of Responses on Changes that Would Help Businesses Prosper

Changes that were noted as most important to helping local businesses prosper:

- Reducing crime
- Affordable office, retail, or industrial space
- New events and promotions to draw customers to local businesses

Changes that were noted as less important to helping local businesses prosper:

- Improving public transportation service (BART, bus service)
- Growing the inventory of office, retail, or industrial buildings/spaces
- Growing the number of businesses in Dublin

Changes that had divergent responses as to their ability to help businesses prosper:

- Marketing Dublin as a location for businesses to locate
- Diversifying the types of businesses in Dublin

Question 13 - What other issues, opportunities, and priorities should be addressed in the Dublin Economic Development Strategy?

Key Takeaways/Themes from Free Responses

- Continue to provide a business-friendly environment in Dublin
- Support the marketing and visibility of local small businesses
- Look for ways to streamline the permitting process
- Partnership with regional groups to support public transportation and reduce local traffic congestion

Free Response Answer Examples

"Continue to provide businesses with the type of business-friendly environment that attracts more businesses to Dublin."

"Continued partnership with Tri-Valley cities to address public transportation and area traffic issues."

"Opportunities for business to meet residents as a meet and greet."

"Making it easier for ads to be displayed."

STRATEGICECONOMICS DUBLIN CALIFORNIA

General Community Survey Results Summary

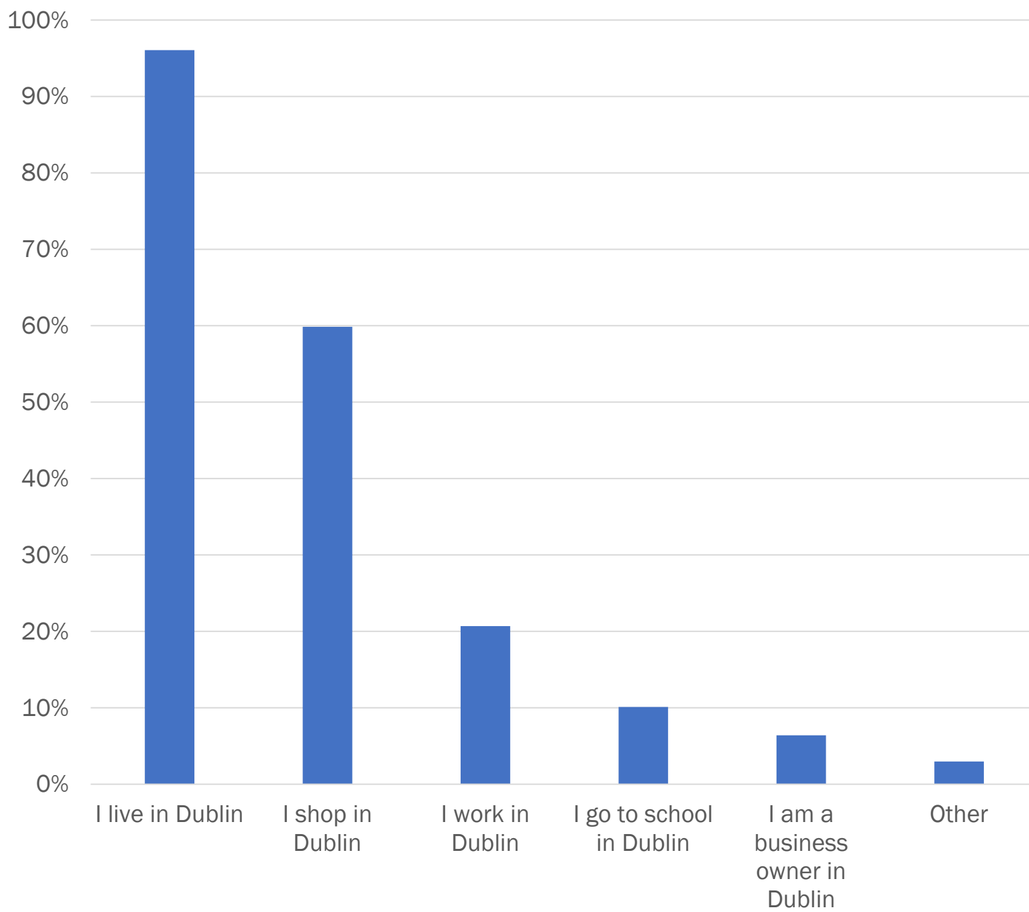
Individual Responses: 406

Who Responded (Background Questions)

General Community Survey Results Summary

General Community Survey

Question 1 - First, please tell us which of the following describes you: (check all that apply)



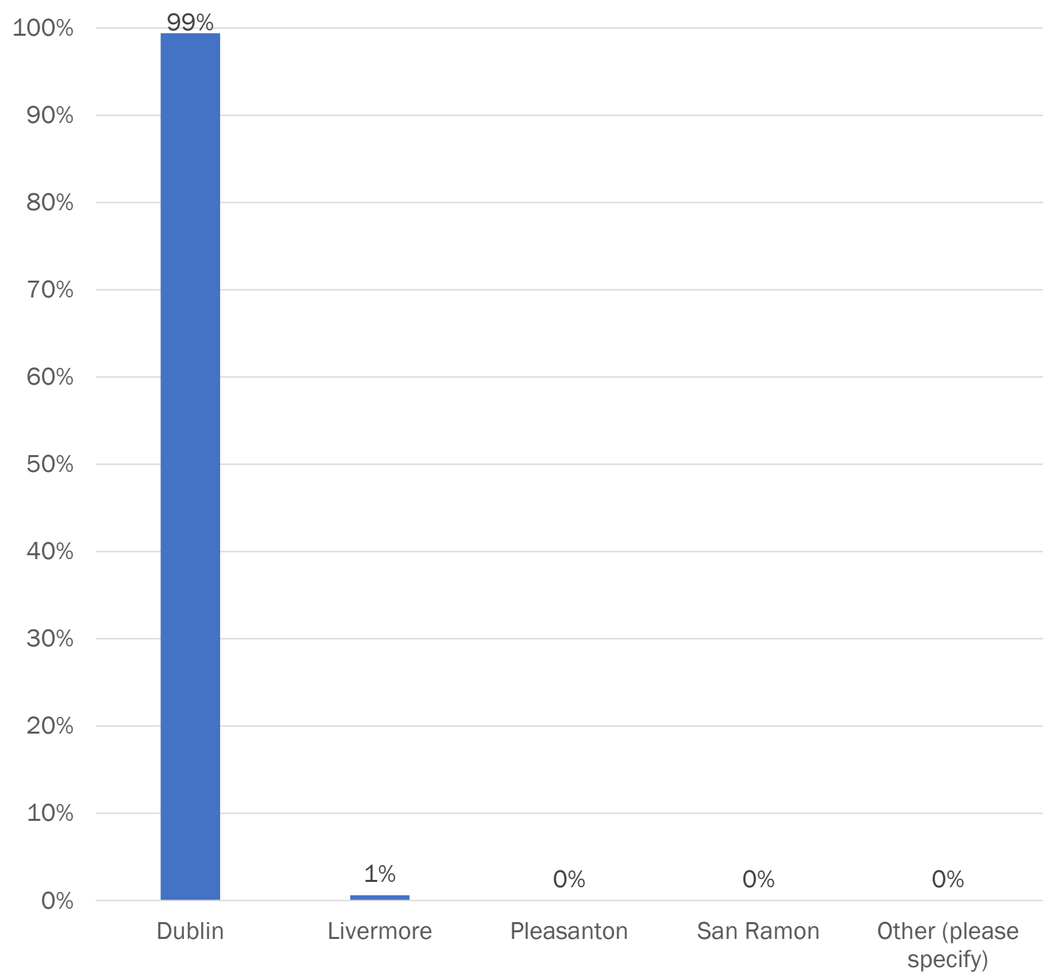
STRATEGICECONOMICS

DUBLIN CALIFORNIA

Summary of Survey Respondents

- Nearly all respondents live in Dublin
- Only 21% of respondents work in Dublin
- Those who responded "other" primarily had children who go to school in Dublin

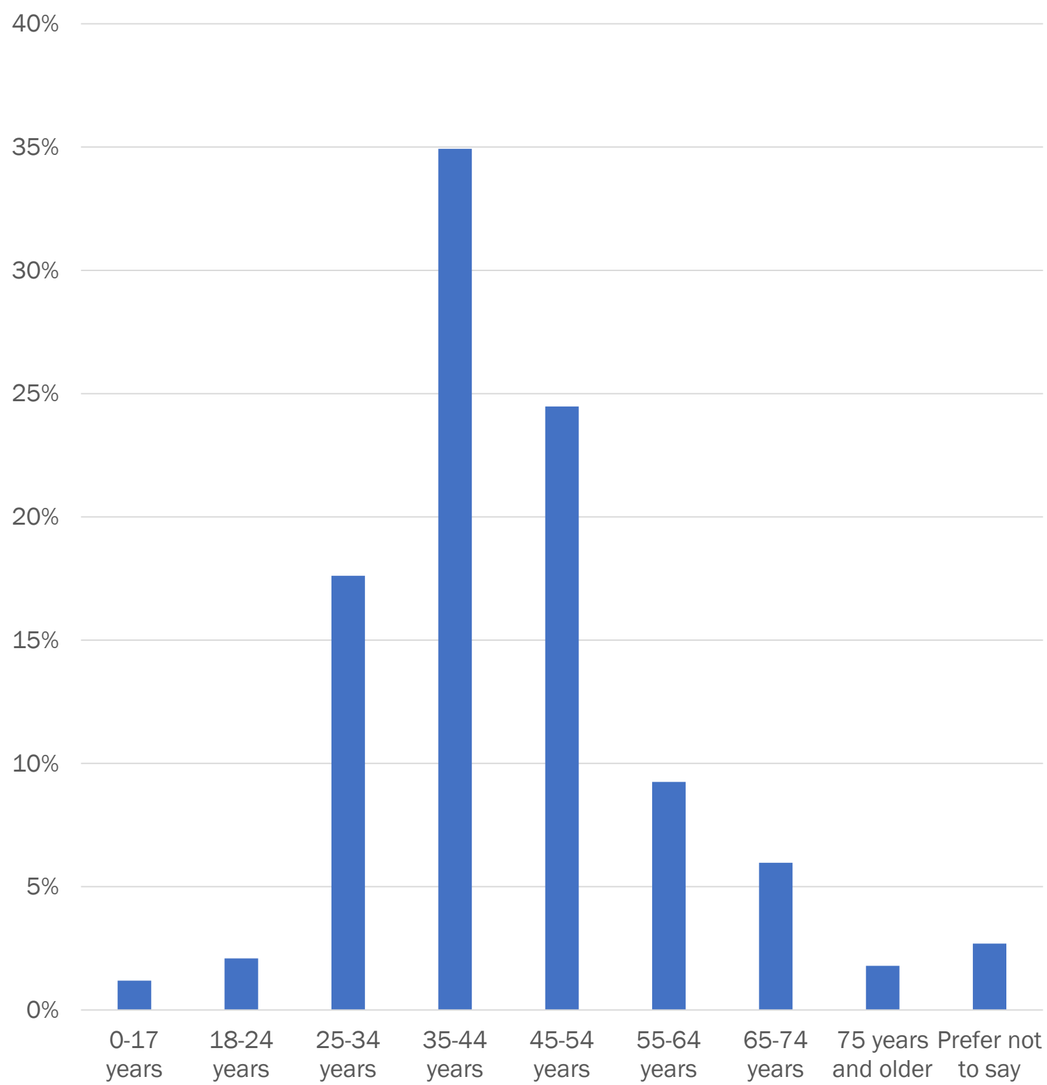
Question 7 - Where do you live?



Summary of Survey Respondents

- Nearly all respondents report living in Dublin

Question 8 - What is your age?

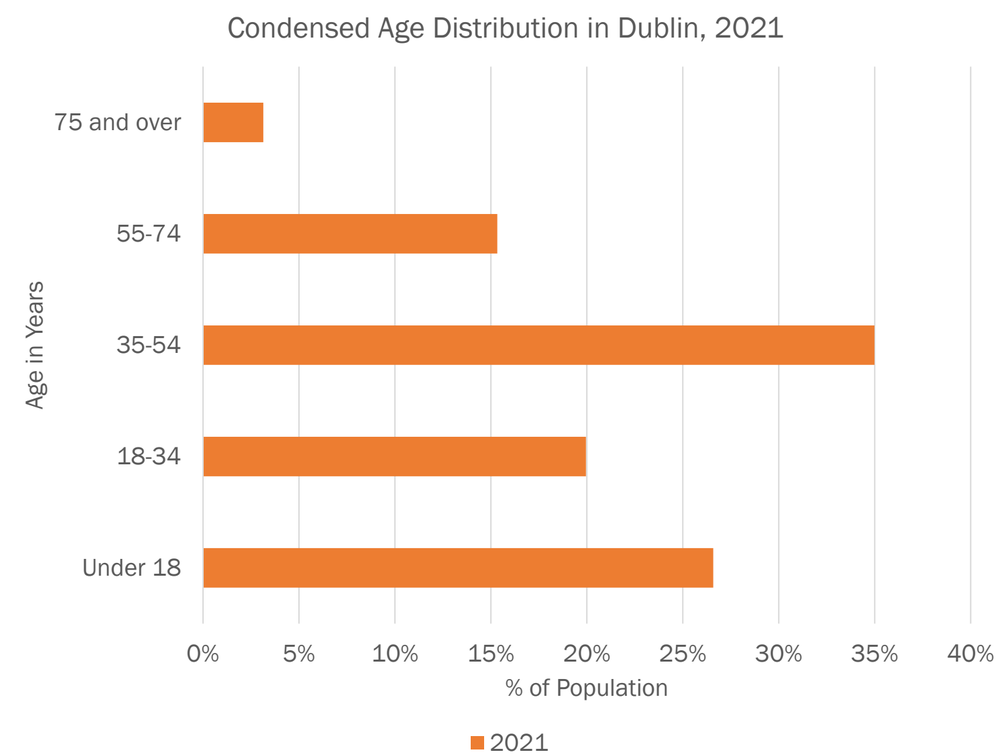


STRATEGICECONOMICS

DUBLIN CALIFORNIA

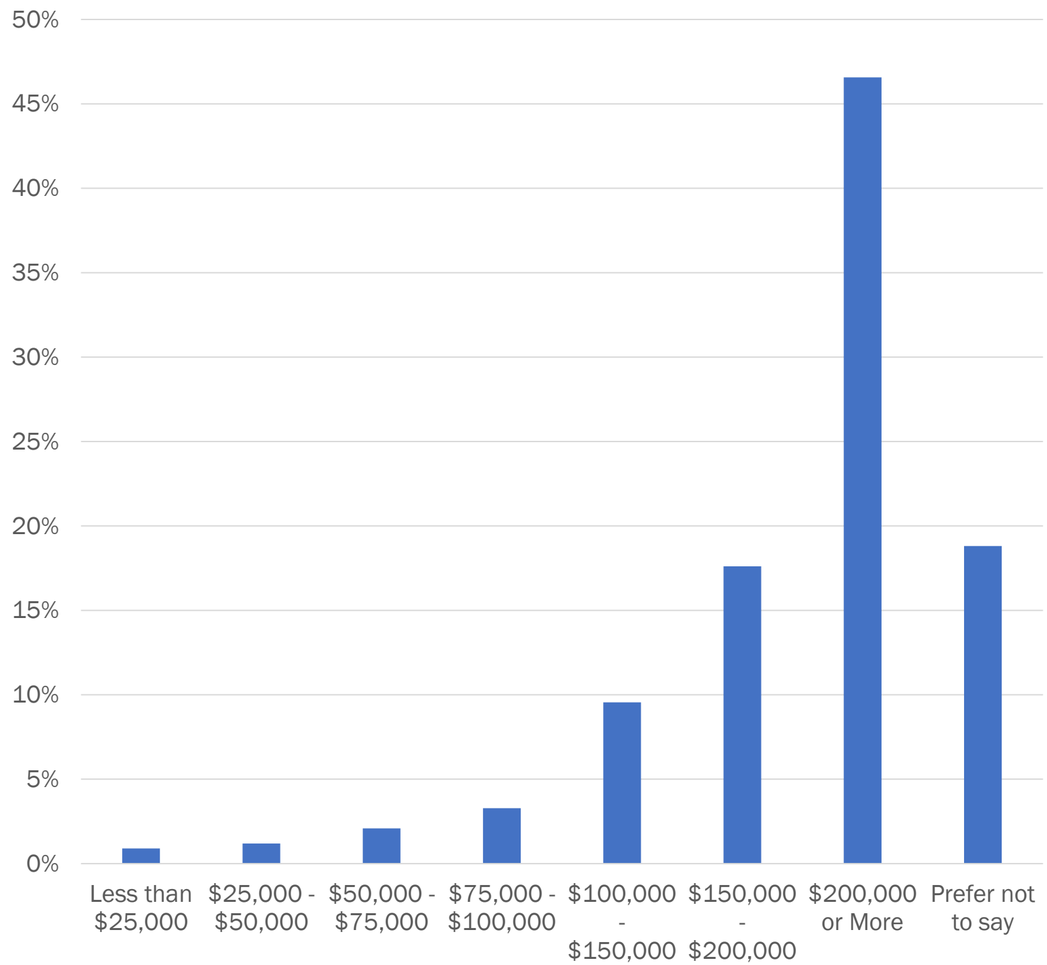
Summary of Survey Respondents

- The largest share of respondents were between the ages of 35 and 44
- Over 75 percent of total respondents were between the ages of 25 and 54
- Only about 10 percent of total respondents were less than 25 or more than 65 years of age
- Dublin's actual age distribution shown below for reference



General Community Survey

Question 9 - What is the combined annual income of everyone in your household?

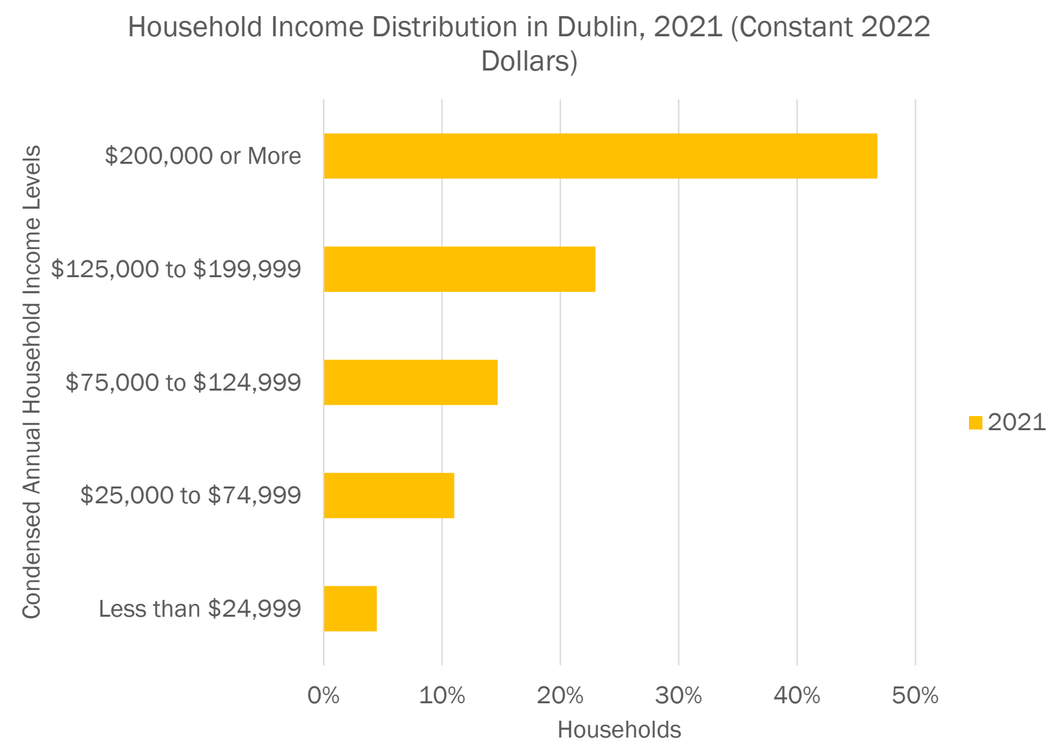


STRATEGICECONOMICS

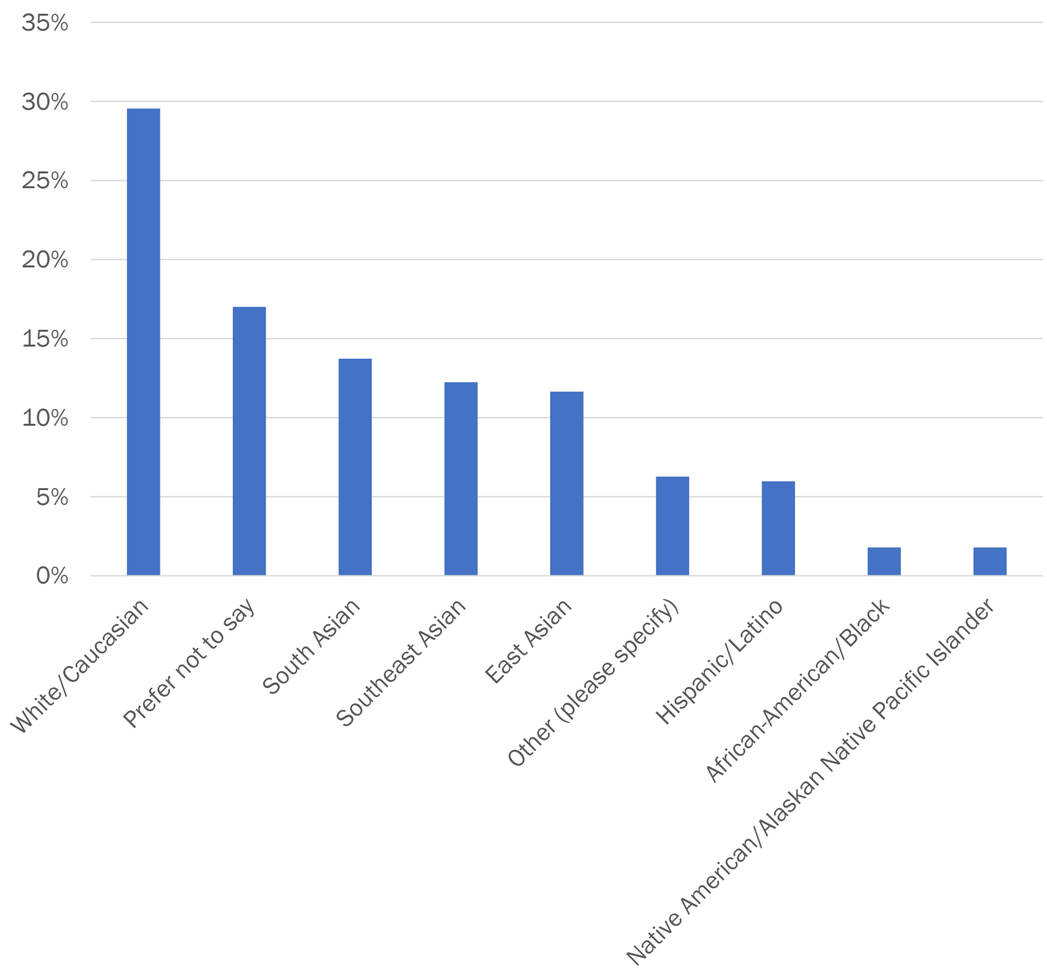
DUBLIN CALIFORNIA

Summary of Survey Respondents

- Nearly 50 percent of all respondents noted their annual household income as greater than $200,000
- Only seven percent of respondents noted their annual household income as less than $100,000
- Dublin's actual income distribution shown below as reference



Question 10 - Which category best describes you?

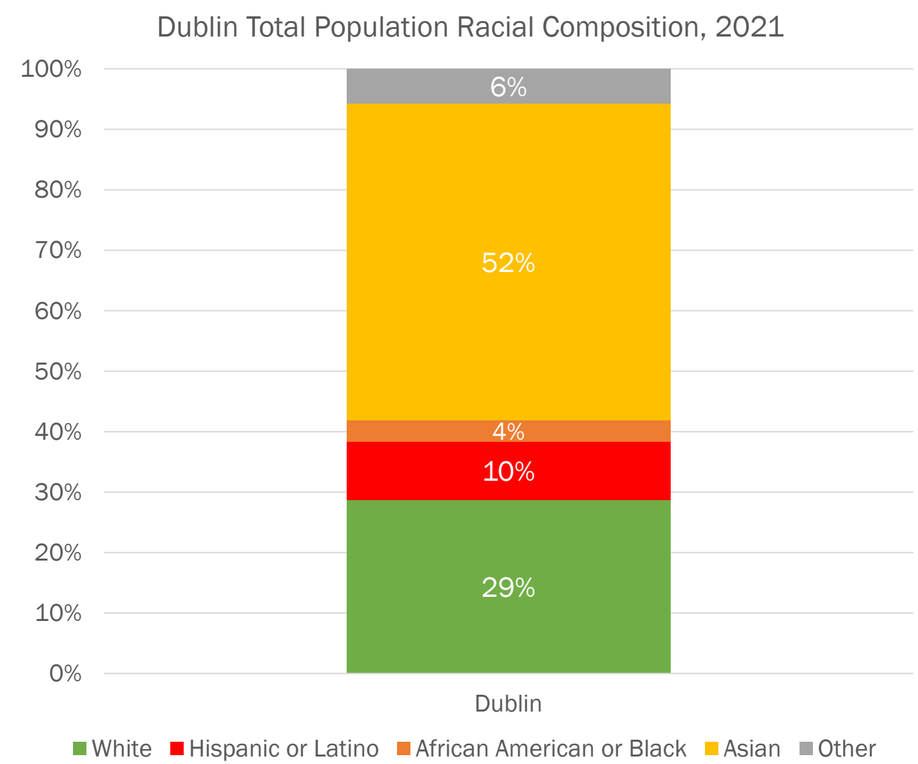


STRATEGICECONOMICS

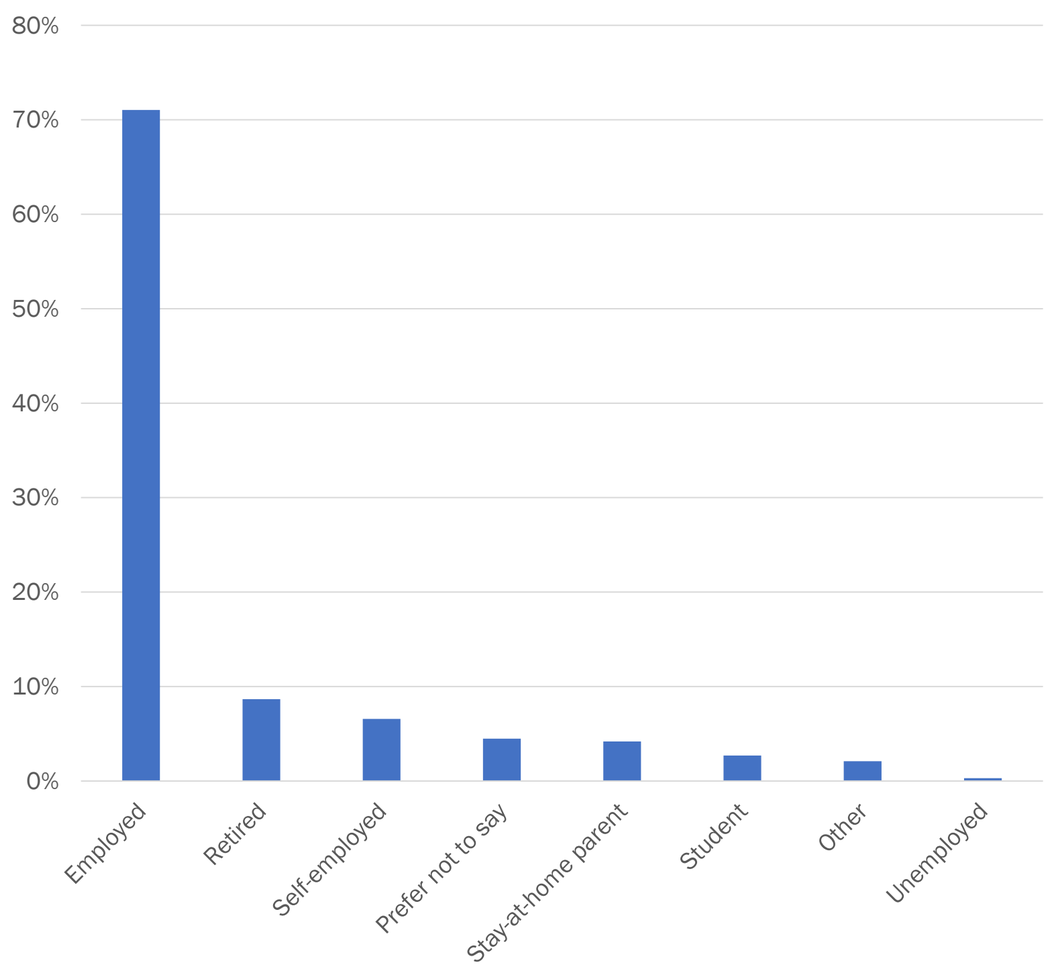
DUBLIN CALIFORNIA

Summary of Survey Respondents

- Over 40 percent of respondents identified themselves as falling within one or more of the Asian ethnic categories
- 30 percent of respondents identified themselves as White/Caucasian
- Dublin's actual demographics shown below for reference



Question 11 - What is your current employment status?

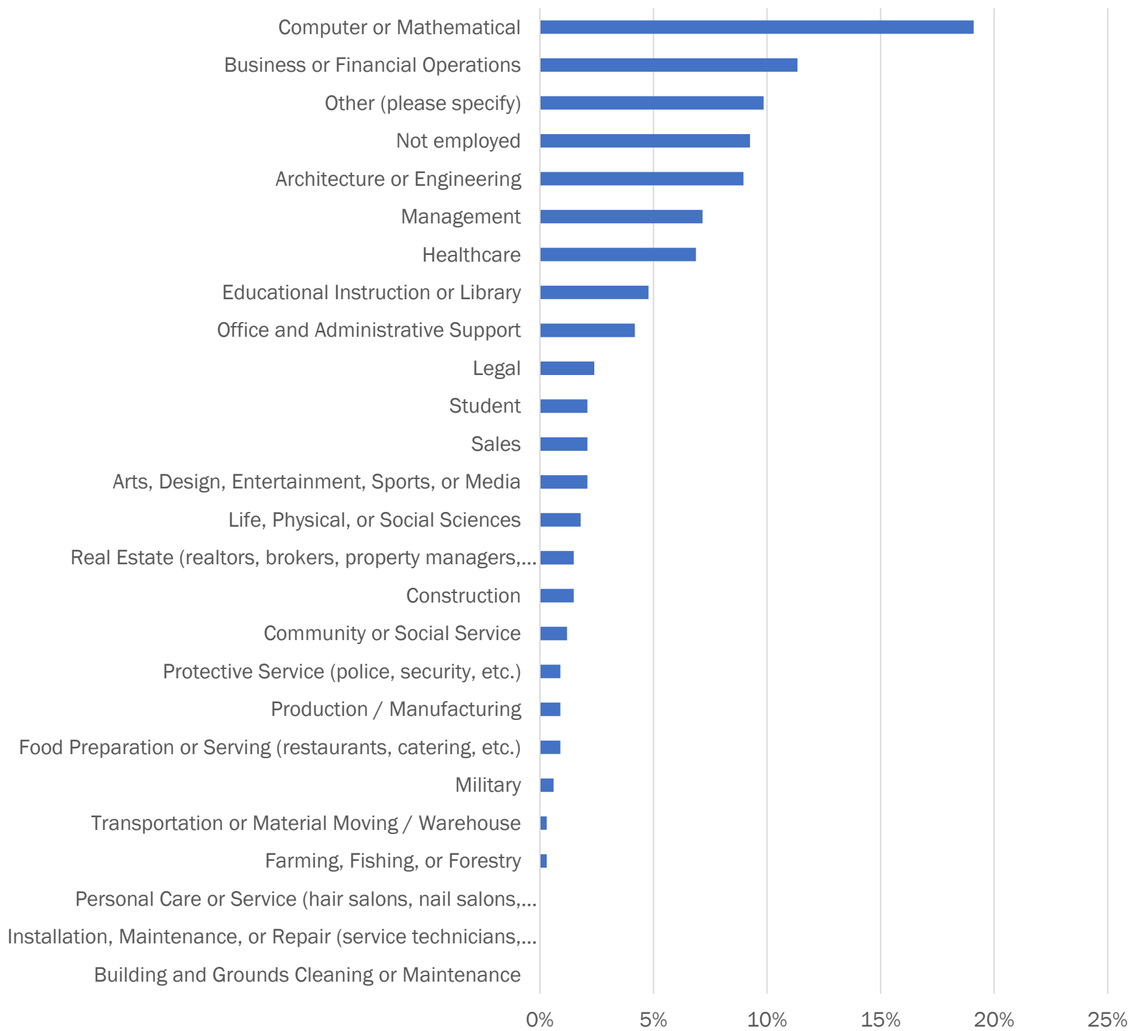


STRATEGICECONOMICS DUBLIN CALIFORNIA

Summary of Survey Respondents

- Over 70 percent of respondents were currently employed
- Around 10 percent of respondents were currently retired or semi-retired

Question 12 - What is your current occupation category?



STRATEGICECONOMICS

DUBLIN CALIFORNIA

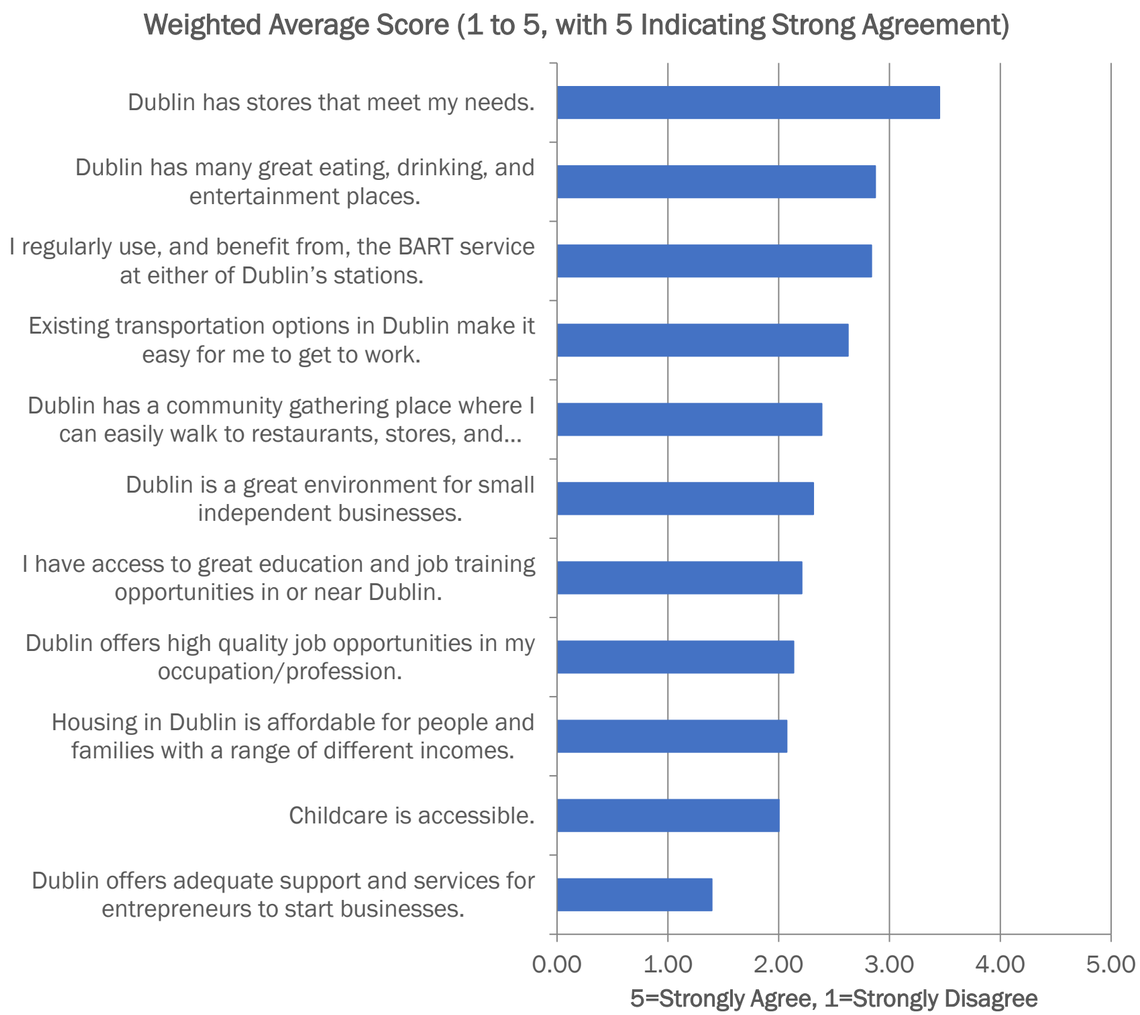
Summary of Survey Respondents

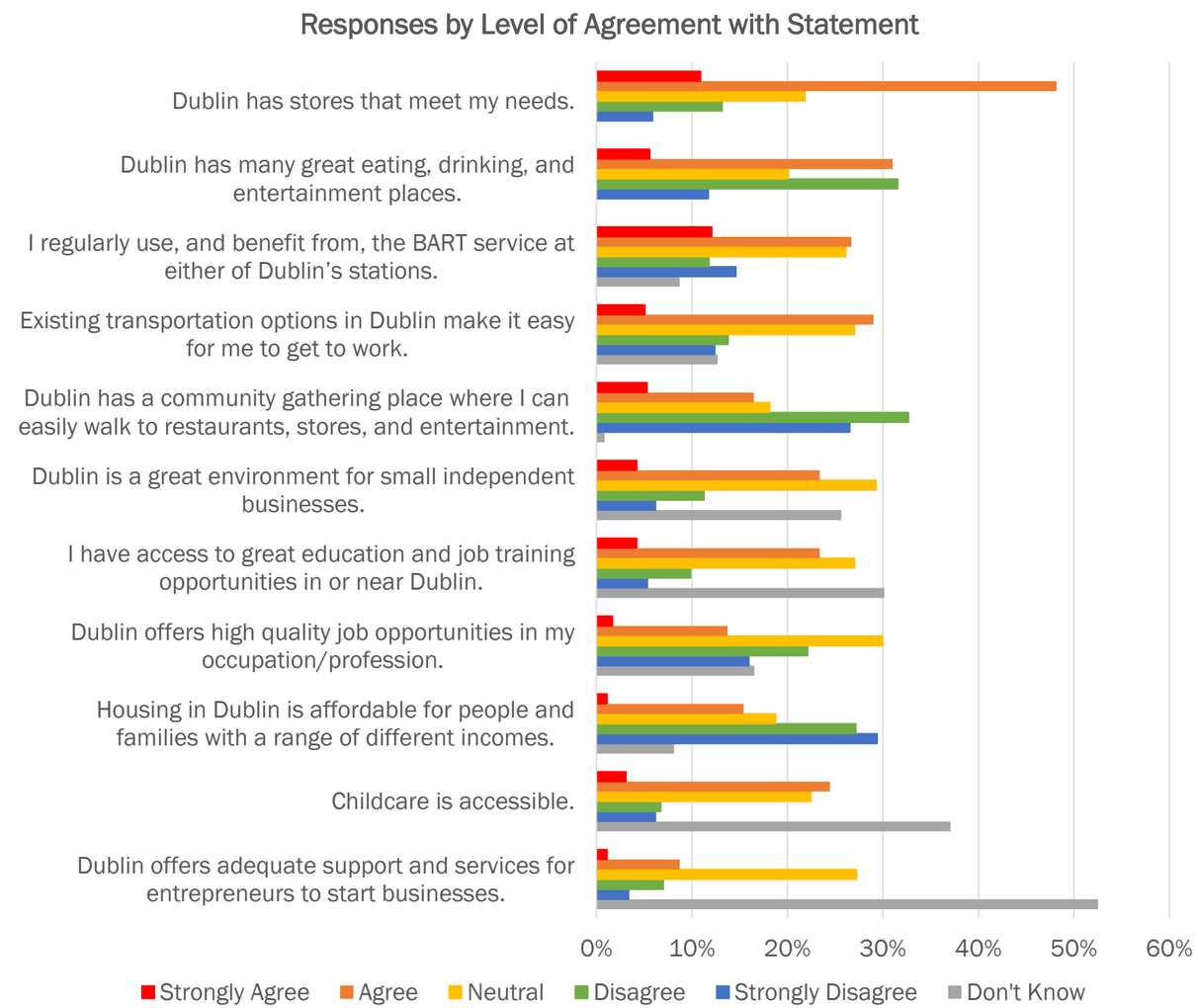
- Occupations with the highest share of respondents:
  - Computer or Mathematical
  - Business or Financial Operations
  - Architecture or Engineering
  - Not Employed
- "Other" responses include:
  - Technology
  - Marketing
  - Management
- "Not Employed" responses likely include many retirees

Survey Results

General Community Survey Results Summary

Question 2 - Please indicate your level of agreement with each statement below:





STRATEGICECONOMICS

DUBLIN CALIFORNIA

Question 2 Gathered Opinions on How Dublin Meets the Community's Needs:

Summary of Feedback on Dublin's Performance

The statements with the highest weighted average positive response—meaning the most strongly agree/agree responses—were the following:

- Dublin has stores that meet my needs
- I regularly use, and benefit from, the BART service at either of Dublin's stations
- Dublin has many great eating, drinking, and entertainment places

The statements with the lowest weighted average negative response—meaning the most disagree or strongly disagree responses—were the following:

- Dublin offers high quality job opportunities in my occupation/profession
- Housing in Dublin is affordable for people and families with a range of different incomes
- Dublin has a community gathering place where I can easily walk to restaurants, stores, and entertainment

Statements with a large range of responses, indicating diverging opinions:

- I regularly use, and benefit from, the BART service at either of Dublin's stations
- Dublin has many great eating, drinking, and entertainment places

General Community Survey

Question 3 - What are Dublin's other important strengths and weaknesses related to the economy and workforce?

Key Takeaways/Themes from Free Responses

- Dublin has a large amount of green space and public areas that are welcoming and accessible
- Dublin has a large variety of retail businesses and fantastic schools
- Dublin does not have a downtown or "unique" regional entertainment destination that can attract residents and visitors
- Dublin has a lack of local jobs, requiring residents to endure lengthy commutes
- There is concern regarding new higher-density residential development

Free Response Answer Examples

"Dublin is a comfortable place to live…living in Dublin allows me to live close to work."

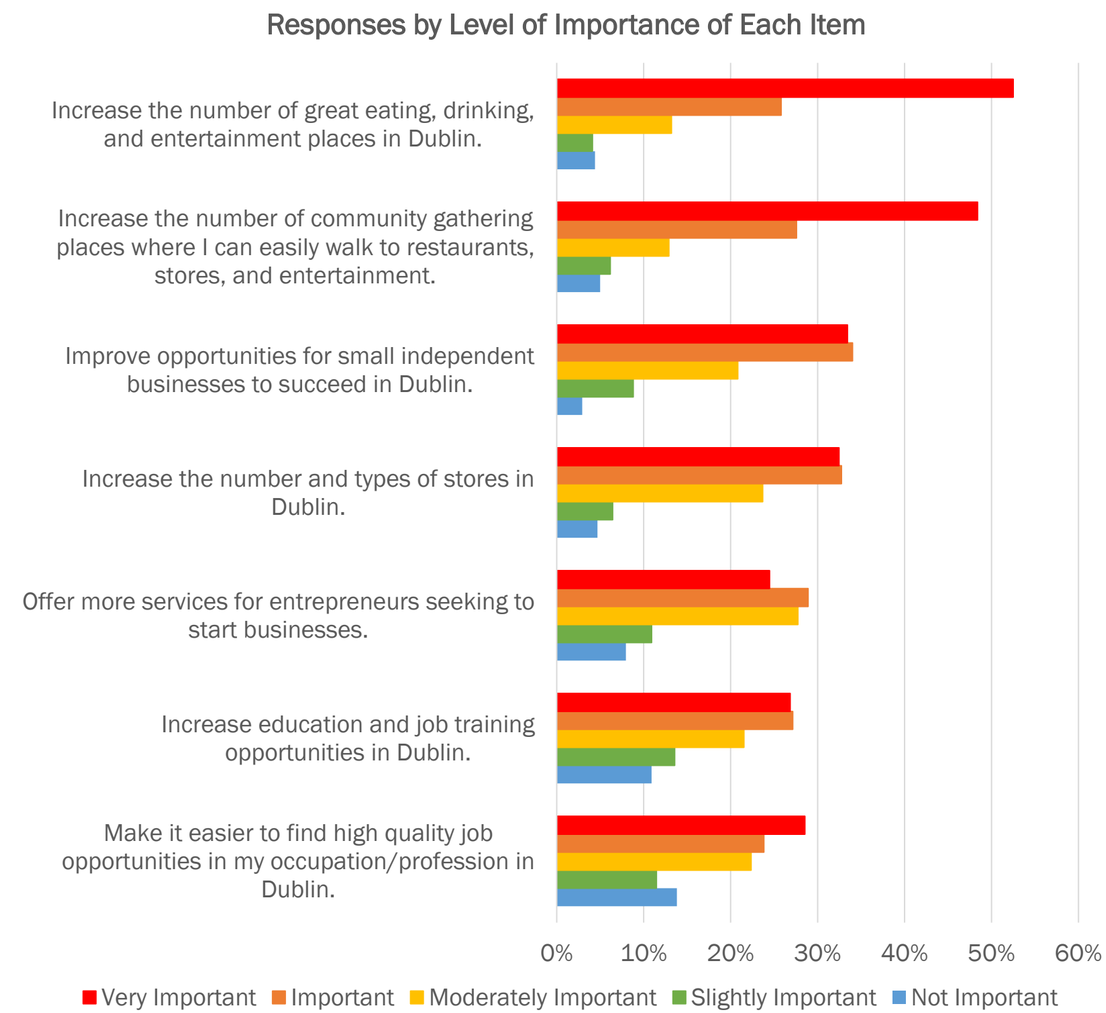
"Dublin lacks a true downtown that is walkable and attracts residents to help form a community."

"Missing some place families can go for entertainment"

"Strengths - good schools, safe community, central location near major cities/attractions, variety of dining/grocery options."

STRATEGICECONOMICS DUBLIN CALIFORNIA

Question 4 - Please select how important each action is for you:



STRATEGICECONOMICS

DUBLIN CALIFORNIA

Question 4 Gathered Opinions on Which Priorities are Important to Dublin Residents:

Summary of Resident Priorities

Actions very important to Dublin residents:

- Increase the number of great eating, drinking, and entertainment places in Dublin
- Increase the number of community gathering places where one can easily walk to restaurants, stores, and entertainment
- Improve opportunities for small independent businesses to succeed in Dublin

Actions somewhat less important to Dublin residents:

- Make it easier to find high quality job opportunities in my occupation/profession in Dublin
- Offer more services for entrepreneurs seeking to start businesses
- Increase education and job training opportunities in Dublin

General Community Survey

Question 5 - What are other priorities that should be addressed in the Economic Development Strategy?

Key Takeaways/Themes from Free Responses

- Focus on existing residents' quality of life instead of continued housing development
  - This includes combating the housing costs and traffic congestion that may come with development
- Increase job opportunities for residents to reduce their required commute
- Emphasize affordable housing production
- Increase commercial establishment diversity
  - This includes a desire for "upscale" shopping and dining destinations

STRATEGICECONOMICS DUBLIN CALIFORNIA

Free Response Answer Examples

"Would like to see…stronger walkable, bikeable, and alternative transportation opportunities"

"More affordable housing for young couples and families."

"Please make sure our new downtown is fun with entertainment and good restaurants"

"We should also address the Infrastructure uplift needed to support the economic growth and all the new housing."

General Community Survey

Question 6 - What other issues, opportunities, and priorities should be addressed in the Dublin Economic Development Strategy?

Key Takeaways/Themes from Free Responses

- The need for more affordable housing in Dublin
- Concern about increasing Dublin's residential density (relating to crime, congestion, infrastructure)
- The importance of redeveloping Downtown Dublin into a place that attracts visitors from across the region
- Overall lack of regional appeal or "brand" for Dublin
- Traffic and congestion concerns
- The need to improve bike and pedestrian connections and safety citywide

STRATEGICECONOMICS DUBLIN CALIFORNIA

Free Response Answer Examples

"Create a core Downtown."

"Making sure Dublin stays safe."

"Something about Dublin should be drawing people from other areas to want to come here."

"More bike/walking paths and the ability to connect existing trails."

"Places for people to gather from both in town and out of town and resources to encourage people to start, or engage with, businesses…"

Agenda Item 5.9

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Alameda County Transportation Commission 2026 Comprehensive Investment Plan - Resolutions of Local Support for Projects
Prepared by: Pratyush Bhatia, Transportation and Operations Manager

EXECUTIVE SUMMARY:

The City Council will consider approving resolutions of local support for grant applications for the Alameda County Transportation Commission 2026 Comprehensive Investment Plan funding opportunity. The grant applications will seek funding for the Fiber Optic Cable Installation on Dublin Boulevard under the Citywide Signal Communications Upgrade Project (CIP No. ST0713), San Ramon Road and Amador Valley Boulevard Intersection Improvements under the Citywide Bicycle and Pedestrian Improvements Project (CIP No. ST0517), and Village Parkway and Amador Valley Boulevard Intersection Improvements under the Village Parkway Reconstruction Project (CIP No. ST0323).

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Fiber Optic Cable Installation on Dublin Boulevard Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project; 2) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the San Ramon Road and Amador Valley Boulevard Intersection Improvements Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project; and 3) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Village Parkway and Amador Valley Boulevard Intersection Improvements Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project.

FINANCIAL IMPACT:

There is no cost associated with submitting applications for the Alameda County Transportation Commission (Alameda CTC) 2026 Comprehensive Investment Plan funding opportunity, except for the cost of staff time needed to prepare the applications. However, the applications do require commitment of local matching funds equal to or greater than 25% of the funding requested. If Alameda CTC grants funds to the City of Dublin, the local matching funds will be provided from project budgets in the adopted Five-Year Capital Improvement Program 2024-2029.

DESCRIPTION:

The Alameda County Transportation Commission (Alameda CTC) manages the planning, funding, and delivery of transportation projects within Alameda County, including the allocation of various federal, state, regional, and local funds. The Comprehensive Investment Plan (CIP) is Alameda CTC's strategic planning document used to allocate funding for transportation infrastructure and programs.

The Alameda CTC 2026 CIP includes a call for projects with approximately $100 million in combined discretionary local funding sources, including Measures B and BB (MB/BB), Vehicle Registration Fee (VRF), and Transportation Fund for Clean Air (TFCA) for eligible projects within Alameda County. Funding is allocated over five fiscal years, from 2025-26 through 2029-30, with the first two years of funding allocated upon Alameda CTC approval. The remaining three years of unallocated funds are programmed but require future Alameda CTC action for allocation.

Each eligible applicant may submit up to three applications for the available funding. For capital projects, grant amounts can range from a minimum of $500,000 to a maximum of $2,000,000 for each application. Staff proposes to submit three grant applications under two categories: the Bicycle and Pedestrian Program, which supports projects that enhance safety, connectivity, and active transportation across Alameda County, and the Technology Program, which supports projects using advanced technologies to improve transportation infrastructure, enhance traffic management, and increase the efficiency and safety of the transportation network. Both programs each have approximately $15 million of available grant funds. Dublin's proposed projects are detailed below.

<u>San Ramon Road and Amador Valley Boulevard Intersection Improvements Project</u>
The San Ramon Road and Amador Valley Boulevard Intersection Improvements Project will be completed under the Citywide Bicycle and Pedestrian Improvements Project (ST0517), which provides for the planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City.

The Project at the San Ramon Road and Amador Valley Boulevard intersection will enhance safety by removing slip lanes (typically right-turn lanes at an intersection that allow drivers to change roads without entering the intersection itself), straightening crosswalks, installing directional curb ramps on all corners, and modifying the traffic signal. Additional improvements may include reducing curb return radii to reduce vehicle turning speeds, thereby enhancing pedestrian safety. This Project is identified in the City's Bicycle and Pedestrian Plan, Local Roadway Safety Plan, and

Downtown Streetscape Plan.

The intersection is also part of the City's and County's High Injury Network (HIN) and has significant pedestrian and bicycle activity during peak times. The HIN constitutes the lowest performing segment locations based on collision severity and frequency of collisions involving people walking and biking. The improvements will address these safety concerns and support better bike access along the Countywide bikeway network. The Project is an eligible candidate for Alameda CTC's CIP grant funding under the Bicycle and Pedestrian Program. Project costs and status are as follows:

- 35% Design construction cost estimate - $2,475,000
- Amount of grant funding requested - $1,856,250
- Minimum match required - $618,750
- Current phase – 35% design phase
- Estimated Construction – Summer 2026

Village Parkway and Amador Valley Boulevard Intersection Improvements Project

The Village Parkway and Amador Valley Boulevard Intersection Improvements Project will be completed under the Village Parkway Reconstruction Project (ST0323), which includes the planning, design, and construction to replace the existing pavement and streetscape elements, transforming the segment on Village Parkway from Amador Valley Boulevard to the northern city limits to a pedestrian and bicycle friendly roadway, incorporating complete street elements.

The Project at the Village Parkway and Amador Valley Boulevard intersection will enhance safety by removing slip lanes, straightening crosswalks, installing directional curb ramps on all corners, and modifying the traffic signal. Additional improvements may include reducing curb return radii to reduce vehicle turning speeds, thereby enhancing pedestrian safety. These improvements will provide a seamless connection to the Class IV separated bike lanes proposed on Village Parkway as part of the Village Parkway Reconstruction project. This Project is identified in the Bicycle and Pedestrian Plan, Local Roadway Safety Plan, and Downtown Streetscape Plan.

The intersection is also part of the City's and County's HIN and has significant pedestrian activity, especially during school peak hours. The Project will improve the pedestrian and bicycle access to Dublin High School. The Project is an eligible candidate for the ACTC's CIP grant funding under the Bicycle and Pedestrian Program. Project costs and status are as follows:

- 35% Design construction cost estimate - $2,000,000
- Amount of grant funding requested - $1,500,000
- Minimum match required - $500,000
- Current phase – 35% design phase
- Estimated Construction – Summer 2027

Fiber Optic Cable Installation on Dublin Boulevard Project

The Fiber Optic Cable Installation on Dublin Boulevard Project will be completed under the Citywide Signal Communications Upgrade Project (ST0713), which provides for the continued

upgrades of the traffic signal communications system, installation of new conduits, and new fiber optic cables on Dublin Boulevard.

The Project along Dublin Boulevard will replace existing traffic signal copper interconnect cables with a fiber optic cable between San Ramon Road and Civic Center and between Civic Center and Tassajara Road. Fiber optic cable provides higher bandwidth communication and a more reliable network connection. The Project is an eligible candidate for the Alameda CTC's CIP grant funding under the Technology Program. Project costs and status are as follows:

- 75% Design construction cost estimate - $2,473,000
- Amount of grant funding requested - $1,854,750
- Minimum match required - $618,250
- Current phase – 75% design phase
- Estimated construction – Spring/Summer 2026

The Alameda CTC 2026 CIP call for projects and program guidelines require that each funding application include a resolution of local support that conforms to Alameda CTC's resolution template. The resolution of local support affirms the City Council's approval to submit grant applications, commits to the provision of local matching funds, and commits the City to complete the project as proposed in the application. Resolutions that conform to the Alameda CTC's template are included as Attachments 1 through 3 of this report.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Long-Term Infrastructure and Sustainability Investments
Objective 5A: Continue to explore funding mechanisms for capital and ongoing maintenance needs.
Objective 5B: Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.
Objective 5C: Continue to make progress on the Climate Action Plan and sustainable operations.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Fiber Optic Cable Installation on Dublin Boulevard Project and Committing any Necessary Matching Funds and Stating Assurances to Complete the Project
2) Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the San Ramon Road and Amador Valley Boulevard Intersection Improvements Project and Committing any Necessary Matching Funds and Stating Assurances to Complete the Project
3) Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Village Parkway and Amador Valley Boulevard Intersection Improvements Project and Committing any Necessary Matching Funds and Stating Assurances to Complete the Project
4) 2024-2029 CIP Nos. ST0713, ST0517, and ST0323

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR THE FIBER OPTIC CABLE INSTALLATION ON DUBLIN BOULEVARD PROJECT 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, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS"; and

WHEREAS, the ALAMEDA CTC adopted 2026 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 23, 2024, which includes procedures governing the 2026 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS; and

WHEREAS, the City of Dublin ("APPLICANT") is the project sponsor for the Fiber Optic Cable Installation on Dublin Boulevard Project ("PROJECT"); and

WHEREAS, the PROJECT will replace existing traffic signal copper interconnect cables with fiber optic cable on Dublin Boulevard between San Ramon Road and Civic Center and between Civic Center and Tassajara Road for higher bandwidth and a more reliable network connection; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2026 CIP application ("APPLICATION") TO ALAMEDA CTC for $1,854,750; and

WHEREAS, there are no legal impediments to APPLICANT applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed PROJECT or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its City Manager, or designee, to execute and file an application with ALAMEDA CTC for discretionary ALAMEDA CTC ADMINISTERED FUNDS for the PROJECT as referenced in this Resolution; and

WHEREAS, as part of the requirements to apply and receive ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. APPLICANT will implement the PROJECT as described in the APPLICATION; and

2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the APPLICATION; and

3. APPLICANT 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. APPLICANT is committed to deliver the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and

5. APPLICANT is committed to secure matching funds as proposed in the APPLICATION required for awarded ALAMEDA CTC ADMINISTERED FUNDS, by phase; and

6. APPLICANT 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 ALAMEDA CTC ADMINISTERED FUNDS; and

7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS 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 ALAMEDA CTC ADMINISTERED FUNDS; and

8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and

9. APPLICANT 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 Measure B, Measure BB, and/or VRF funds, 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 the City Council of the City of Dublin does hereby authorize Staff to file an APPLICATION to ALAMEDA CTC for funding for the PROJECT.

BE IT FURTHER RESOLVED that APPLICANT hereby confirms that there is no pending or threatened litigation that might in any way adversely affect APPLICANT's ability to implement and deliver the proposed PROJECT.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the funding AGREEMENT with ALAMEDA CTC.

BE IT FURTHER RESOLVED that APPLICANT shall provide ALAMEDA CTC with a fully-executed copy of this Resolution concurrently with submittal of the APPLICATION.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin, by adopting this Resolution, hereby confirms that:

1. APPLICANT will commit to implementing the PROJECT as described in the APPLICATION; and

2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the application; and

3. APPLICANT 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. APPLICANT commits to delivering the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and

5. APPLICANT will commit matching funds as proposed in the APPLICATION against the awarded ALAMEDA CTC ADMINISTERED FUNDS by phase in the amount(s) of $618,250, anticipated to be from the City's General Fund, State Gas Tax, Measure B, Measure BB, Vehicle Registration Fee, and Road Maintenance and Rehabilitation Account fund sources; and

6. APPLICANT 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 ALAMEDA CTC ADMINISTERED FUNDS; and

7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS 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 ALAMEDA CTC ADMINISTERED FUNDS; and

8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and

9. APPLICANT 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 Measure B, Measure BB, and/or VRF funds, 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.

{Signatures on following page}

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR THE SAN RAMON ROAD AND AMADOR VALLEY BOULEVARD INTERSECTION IMPROVEMENTS PROJECT 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, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS"; and

WHEREAS, the ALAMEDA CTC adopted 2026 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 23, 2024, which includes procedures governing the 2026 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS; and

WHEREAS, the City of Dublin ("APPLICANT") is the project sponsor for the San Ramon Road and Amador Valley Boulevard Intersection Improvements Project ("PROJECT"); and

WHEREAS, the PROJECT aims to enhance safety by removing slip lanes, straightening crosswalks, installing directional curb ramps on all corners, and modifying the traffic signal at the intersection of San Ramon Road and Amador Valley Boulevard; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2026 CIP application ("APPLICATION") TO ALAMEDA CTC for $1,856,250; and

WHEREAS, there are no legal impediments to APPLICANT applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed PROJECT or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its City Manager, or designee, to execute and file an application with ALAMEDA CTC for discretionary ALAMEDA CTC ADMINISTERED FUNDS for the PROJECT as referenced in this Resolution; and

WHEREAS, as part of the requirements to apply and receive ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. APPLICANT will implement the PROJECT as described in the APPLICATION; and

2. APPLICANT will have adequate staffing resources to deliver and complete the

PROJECT within the time period identified in the APPLICATION; and

3. APPLICANT 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. APPLICANT is committed to deliver the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and

5. APPLICANT is committed to secure matching funds as proposed in the APPLICATION required for awarded ALAMEDA CTC ADMINISTERED FUNDS, by phase; and

6. APPLICANT 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 ALAMEDA CTC ADMINISTERED FUNDS; and

7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS 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 ALAMEDA CTC ADMINISTERED FUNDS; and

8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and

9. APPLICANT 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 Measure B, Measure BB, and/or VRF funds, 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 the City Council of the City of Dublin does hereby authorize Staff to file an APPLICATION to ALAMEDA CTC for funding for the PROJECT.

BE IT FURTHER RESOLVED that APPLICANT hereby confirms that there is no pending or threatened litigation that might in any way adversely affect APPLICANT's ability to implement and deliver the proposed PROJECT.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the funding AGREEMENT with ALAMEDA CTC.

BE IT FURTHER RESOLVED that APPLICANT shall provide ALAMEDA CTC with a fully-executed copy of this Resolution concurrently with submittal of the APPLICATION.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin, by adopting this Resolution, hereby confirms that:

1. APPLICANT will commit to implementing the PROJECT as described in the APPLICATION; and

2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the application; and

3. APPLICANT 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. APPLICANT commits to delivering the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and

5. APPLICANT will commit matching funds as proposed in the APPLICATION against the awarded ALAMEDA CTC ADMINISTERED FUNDS by phase in the amount(s) of $618,750, anticipated to be from the City's General Fund, Measure B, Measure BB, Vehicle Registration Fee, and Road Maintenance and Rehabilitation Account fund sources; and

6. APPLICANT 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 ALAMEDA CTC ADMINISTERED FUNDS; and

7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS 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 ALAMEDA CTC ADMINISTERED FUNDS; and

8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and

9. APPLICANT 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 Measure B, Measure BB, and/or VRF funds, 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.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR THE VILLAGE PARKWAY AND AMADOR VALLEY BOULEVARD INTERSECTION IMPROVEMENTS PROJECT 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, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS"; and

WHEREAS, the ALAMEDA CTC adopted 2026 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 23, 2024, which includes procedures governing the 2026 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS; and

WHEREAS, the City of Dublin ("APPLICANT") is the project sponsor for the Village Parkway and Amador Valley Boulevard Intersection Improvements Project ("PROJECT"); and

WHEREAS, the PROJECT aims to enhance safety by removing slip lanes, straightening crosswalks, installing directional curb ramps on all corners, and modifying the traffic signal at the intersection of Village Parkway and Amador Valley Boulevard; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2026 CIP application ("APPLICATION") TO ALAMEDA CTC for $1,500,000; and

WHEREAS, there are no legal impediments to APPLICANT applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed PROJECT or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its City Manager, or designee, to execute and file an application with ALAMEDA CTC for discretionary ALAMEDA CTC ADMINISTERED FUNDS for the PROJECT as referenced in this Resolution; and

WHEREAS, as part of the requirements to apply and receive ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. APPLICANT will implement the PROJECT as described in the APPLICATION; and

2. APPLICANT will have adequate staffing resources to deliver and complete the

PROJECT within the time period identified in the APPLICATION; and

3. APPLICANT 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. APPLICANT is committed to deliver the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and

5. APPLICANT is committed to secure matching funds as proposed in the APPLICATION required for awarded ALAMEDA CTC ADMINISTERED FUNDS, by phase; and

6. APPLICANT 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 ALAMEDA CTC ADMINISTERED FUNDS; and

7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS 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 ALAMEDA CTC ADMINISTERED FUNDS; and

8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and

9. APPLICANT 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 Measure B, Measure BB, and/or VRF funds, 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 the City Council of the City of Dublin does hereby authorize Staff to file an APPLICATION to ALAMEDA CTC for funding for the PROJECT.

BE IT FURTHER RESOLVED that APPLICANT hereby confirms that there is no pending or threatened litigation that might in any way adversely affect APPLICANT's ability to implement and deliver the proposed PROJECT.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the funding AGREEMENT with ALAMEDA CTC.

BE IT FURTHER RESOLVED that APPLICANT shall provide ALAMEDA CTC with a fully-executed copy of this Resolution concurrently with submittal of the APPLICATION.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin, by adopting this Resolution, hereby confirms that:

1. APPLICANT will commit to implementing the PROJECT as described in the APPLICATION; and

2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the application; and

3. APPLICANT 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. APPLICANT commits to delivering the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and

5. APPLICANT will commit matching funds as proposed in the APPLICATION against the awarded ALAMEDA CTC ADMINISTERED FUNDS by phase in the amount(s) of $500,000, anticipated to be from the City's General Fund, State Gas Tax, and Measure BB fund sources; and

6. APPLICANT 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 ALAMEDA CTC ADMINISTERED FUNDS; and

7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS 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 ALAMEDA CTC ADMINISTERED FUNDS; and

8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and

9. APPLICANT 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 Measure B, Measure BB, and/or VRF funds, 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.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number – ST0713 **CITYWIDE SIGNAL COMMUNICATIONS UPGRADE** **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the continued upgrades of the traffic signal communications system and includes the replacement of signal controllers, conflict monitors, and battery backup units, as well as managing ongoing signal operations of coordinated corridors. In Fiscal Years 2019-20 and 2020-21, the project further expanded the traffic communications network, connecting traffic signals on Dublin Boulevard, San Ramon Road, Fallon Road and Tassajara Road. The project will provide for the installation of new conduits, removal of the existing copper communication cables, and installation of new fiber optic cables on Dublin Boulevard. The project will also expand the adaptive traffic signal system along key corridors and will connect existing and new public safety infrastructure, such as situational awareness cameras and automated license plate recognition cameras, to the high-speed fiber optic communications system. The first phase of one of the sub-projects to install a conduit pathway between Civic Center and San Ramon Road to accommodate the future fiber optic upgrade to city infrastructure is complete.

The project also updated the City of Dublin Travel Demand Forecasting Model to provide traffic flow projections on the arterial and collector roadways as well as analyzed future land use development proposals and transportation network changes in the City. In April 2021, the project resulted in the City Council adopting a resolution establishing the California Environmental Quality Act transportation thresholds of significance for Vehicle Miles Traveled.

PROJECT TIMELINE: This project is being completed over multiple years and phases. The installation of fiber optic cables on Dublin Boulevard between San Ramon Road and Sierra Court and between Hacienda Drive and Tassajara Road is currently in design, with construction anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: $10,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$132,442	$55,040						$187,482
9200 – Contract Services	$1,220,200	$225,000						$1,445,200
9400 – Improvements	$2,897,725	$540,000						$3,437,725
9500 – Miscellaneous	$4,900	$5,000						$9,900
9600 – Equipment	$5,120							$5,120
TOTAL	**$4,260,387**	**$825,040**						**$5,085,427**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$79,851							$79,851
1101 – General Fund Designated Reserves	$1,420,149							$1,420,149
2201 – State Gas Tax	$104,000							$104,000
2204 – Measure B Sales Tax - Local Streets Fund (ACTC)	$248,640							$248,640
2207 – TFCA/Transportation for Clean Air	$79,771							$79,771
2212 – Vehicle Registration Fee (ACTC)	$752,356	$35,040						$787,396
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)	$400,000	$750,000						$1,150,000
2220 – Road Maint. & Rehab. Account (RMRA)	$654,320	$40,000						$694,320
4301 – Eastern Dublin Transportation Impact Fee	$200,000							$200,000
4304 – Western Dublin Transportation Impact Fee	$199,000							$199,000
6305 – Internal Service Fund - Equipment	$122,300							$122,300
TOTAL	**$4,260,387**	**$825,040**						**$5,085,427**

PROJECT DESCRIPTION

This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, including pedestrian/bicycle bridges and annual sidewalk repair. This project includes design and construction of improvements recommended in the updated Bicycle and Pedestrian Plan, which was adopted by the City Council on January 10, 2023, as well as the Safe Routes to School improvements.

The project also includes an update to the American with Disabilities Act (ADA) Transition Plan and implementation of Public Right-of-way Accessibility Guidelines (PROWAG). The plan update will include a review of City buildings, parks, and rights-of-way.

PROJECT TIMELINE: The Downtown pedestrian crossing improvements on Regional Street is the first project to be constructed. The design is 95% complete, and construction will begin in summer/fall 2024. The Safe Routes to School improvements at the intersections of Central Parkway at Aspen Street and Hibernia Drive, Grafton Street at Antone Way, and Amador Valley Boulevard at Burton Street are anticipated to begin construction in 2024. The ADA Transition Plan update, funded by the General Fund, is anticipated to be completed in 2025.

ANNUAL OPERATING IMPACT: $12,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$127,372	$50,728	$20,000	$20,000	$20,000	$20,000		$258,100
9200 – Contract Services	$1,314,668	$555,000	$200,000	$200,000	$200,000	$200,000		$2,669,668
9400 – Improvements	$3,173,298	$1,175,000	$525,000	$525,000	$525,000	$525,000		$6,448,298
9500 – Miscellaneous	$40,034	$7,500	$5,000	$5,000	$5,000	$5,000		$67,534
TOTAL	**$4,655,372**	**$1,788,228**	**$750,000**	**$750,000**	**$750,000**	**$750,000**		**$9,443,600**

	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$858,000	$105,000						$963,000
2203 – Transportation Development Act	$210,000							$210,000
2204 – Measure B Sales Tax - Local Streets Fund (ACTC)	$510,000							$510,000
2205 – Measure B Sales Tax - Bike & Pedestrian Fund (ACTC)	$142,900							$142,900
2214 – Measure BB Sales Tax - Local Streets Fund (ACTC)	$1,471,600	$630,000	$250,000	$250,000	$250,000	$250,000		$3,101,600
2215 – Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	$601,872	$698,228	$250,000	$250,000	$250,000	$250,000		$2,300,100
2212 – Vehicle Registration Fee	$726,000							$726,000
2217 – Measure BB Grants	$135,000							$135,000
2220 – Road Maint. & Rehab. Account (RMRA)		$355,000	$250,000	$250,000	$250,000	$250,000		$1,355,000
TOTAL	**$4,655,372**	**$1,788,228**	**$750,000**	**$750,000**	**$750,000**	**$750,000**		**$9,443,600**

Number – ST0323 **VILLAGE PARKWAY RECONSTRUCTION** **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of the replacement of the existing streetscape elements on Village Parkway between Amador Valley Boulevard and the northern city limit (approximately 6,000 linear feet). The project will transform the segment of Village Parkway between Amador Valley Boulevard and Kimball Avenue to a pedestrian and bicycle friendly roadway, which will incorporate complete streets elements such as median islands, bulbouts, decorative or high visibility crosswalks, and street lighting. The work may include the reconstruction of the median island; reconstruction of the roadway base immediately adjacent to the median island; reconstruction necessary for sidewalks improvements, ADA upgrades to curb ramps, curb, and gutter; necessary utility work; landscaping; stormwater improvements; and new pavement for the roadway.

The City Council approved the Concept Plan on February 20, 2024 and approved the recommendation to add replacement of the neighborhood concrete walls to the project. Staff will continue to seek grant funding opportunities to close the current funding shortfall. The project will receive grants funds in the amount of $9,150,000 from the State Transportation Improvement Program, which will be allocated in Fiscal Year 2027-28.

PROJECT TIMELINE: The project is currently in design. Construction is anticipated to begin in 2027.

ANNUAL OPERATING IMPACT: $100,000

		2020-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$45,032	$49,920	$64,480	$89,440	$100,000			$348,872
9200 – Contract Services	$504,968	$1,000,080	$1,000,000	$510,560	$1,000,000			$4,015,608
9400 – Improvements			$10,000,000	$5,000,000	$4,900,000			$19,900,000
9500 – Miscellaneous			$85,520					$85,520
TOTAL	**$550,000**	**$1,050,000**	**$11,150,000**	**$5,600,000**	**$6,000,000**			**$24,350,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$550,000	$1,000,000	$8,450,000					$10,000,000
2201 – State Gas Tax		$50,000	$250,000	$100,000				$400,000
2214 – Measure BB Sales Tax – Local Streets Fund			$250,000	$200,000				$450,000
9998 – Unidentified			$2,200,000	$5,300,000	$6,000,000			$13,500,000
TOTAL	**$550,000**	**$1,050,000**	**$11,150,000**	**$5,600,000**	**$6,000,000**			**$24,350,000**

Agenda Item 6.1

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Commons (PLPA-2024-00047) - Postponement
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

The Dublin Commons project is the redevelopment of the Dublin Place Shopping Center as part of implementing the Downtown Dublin Preferred Vision. Dublin Commons is a mixed-use project of up to 275,000 SF of retail (consisting of 155,000 SF of new retail and 120,000 SF of existing retail), 535,000 SF of Research and Development (Life Science), 1,510 multifamily residential units and a new Town Square. The project entitlements include a Vesting Tentative Map, a Development and Community Benefit Program Agreement and public infrastructure agreements. The Applicant has requested that the City Council postpone consideration of the project. The City Council will hold a public hearing to consider this item at a future meeting.

STAFF RECOMMENDATION:

Continue the item to a date uncertain.

FINANCIAL IMPACT:

All costs associated with processing this application are borne by the applicant.

DESCRIPTION:

The Applicant, Hines, and the property owner, American Realty Advisors (ARA), submitted an application for a Vesting Tentative Tract Map and Development and Community Benefit Program Agreement for the Dublin Commons project. The Dublin Commons project is the redevelopment of the Dublin Place shopping center as part of implementing the Downtown Dublin Preferred Vision. The Dublin Place shopping center is 34 acres located on the west side of Amador Plaza Road between Dublin Boulevard and Amador Valley Boulevard and includes businesses such as Target, PetSmart, and Panera.

The Dublin Commons project is a mixed-use project of up to 275,000 square feet of retail

(consisting of 155,000 square feet of new retail and 120,000 square feet of existing retail), 535,000 square feet of Research and Development (Life Science), 1,510 multifamily residential units and a new Town Square. The Applicant has requested that the City Council postpone consideration of the project to allow additional time to review the public infrastructure improvement agreements. A Staff Report, with a complete description of the project, will be provided when a future public hearing date is set to review the project.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin
Objective B: Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted

ATTACHMENTS:

None.

Agenda Item 8.1

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Overview of the Metropolitan Transportation Commission's Transit Oriented Communities Policy
Prepared by: Crystal De Castro, Senior Planner

EXECUTIVE SUMMARY:

The City Council will receive an overview of the Metropolitan Transportation Commission's Transit Oriented Communities (TOC) Policy. The TOC Policy is designed to support the region's transit investment by encouraging jurisdictions to adopt transit-supportive land use policies for areas within a half-mile radius of existing or planned transit stops or stations, and to adopt additional policies they intend to further equitable transit-oriented communities. The TOC Policy lays out a menu of policy options for local jurisdictions to choose from. Compliance with the TOC Policy is required to qualify for future One Bay Area Grant (OBAG) transportation funding. Additionally, funding for Valley Link is tied to compliance by the local jurisdictions served by them. This item was originally scheduled for the City Council meeting on September 17, 2024. However, due to time constraints, the City Council postponed this item to a future meeting.

STAFF RECOMMENDATION:

Receive the Staff presentation.

FISCAL IMPACT:

Implementation of the TOC Policy will require the allocation of resources including staff time and consultant services. Staff will return to the City Council in the future to further discuss the additional policy considerations outlined in the TOC Policy, which may include a budget adjustment as needed for technical analysis and consultant services.

DESCRIPTION:

Background

The Metropolitan Transportation Commission (MTC) is the agency responsible for planning, financing, and coordinating transportation for the nine-county San Francisco Bay Area. MTC and the Association of Bay Area Governments (ABAG) adopted Plan Bay Area 2050 (PBA 2050) in 2021, as a 30-year regional plan to improve housing, the economy, transportation, and the environment. In 2022, MTC adopted the Transit-Oriented Communities (TOC) Policy. The TOC Policy is an implementation policy of PBA 2050. The TOC policy replaces the TOD Policy to emphasize the importance of broader transit-oriented communities vs. individual development projects at transit stations and along transit corridors.

The TOC policy seeks to leverage the regional investments in transit by encouraging the adoption of transit friendly land use policies that facilitate intensification of uses around transit and to adopt additional policies MTC believes will further equitable transit-oriented communities. The TOC Policy was further revised in 2023 to clarify the application of the TOC Policy to transit extension projects, such as Valley Link.

The stated goals of the TOC Policy are to:

1. *Increase the overall housing supply in part by increasing the density for new residential projects. Prioritize affordable housing in transit-rich areas;*
2. *In areas near regional transit hubs, increase density for businesses and commercial development;*
3. *Prioritize bus transit, active transportation, and shared mobility (such as bike share and car share) within and to/from transit-rich areas, particularly to Equity Priority Communities located more than one half mile from transit stops or stations; and*
4. *Support and build partnerships to create equitable transit-oriented communities within the San Francisco Bay Area.*

Grant Funding

The Federal Highway Administration (FHWA) provides MTC with funding for investments in roads, highways, public transit, bicycle, and pedestrian projects. MTC distributes the region's share of FHWA funding through the One Bay Area Grant (OBAG). While compliance with the TOC Policy is voluntary, it is necessary to qualify for future OBAG transportation funding. There is also the possibility that other regional sources of transportation funding, such as the Alameda County Transportation Commission (Alameda CTC), may include a TOC compliance requirement in the future.

The City has received approximately $1.13 million from the last three rounds of OBAG funding, which have been used for pavement repairs and maintenance on Positano Parkway, corridor improvements on Doughtery Road, and bicycle and pedestrian improvements on Dublin Boulevard. To qualify for the upcoming OBAG 4 funding in 2026, the City must demonstrate compliance with the TOC Policy by January 2026. Potential future OBAG-funded projects may include pavement repairs and maintenance, bicycle and pedestrian improvements, streetscape enhancements, and Safe Routes to School improvements.

Alameda CTC is responsible for the planning, programming, and allocating local, regional, State, and federal funds for transportation improvements throughout Alameda County. Alameda CTC administers these funds through the Alameda CTC Comprehensive Investment Plan (CIP). From 2015-2024, Dublin has been allocated a total of approximately $56 million in Alameda CTC CIP transportation funds. Per recent discussions with Alameda CTC staff, future CIP call for projects could emphasize elements of the TOC Policy to qualify for funding. For context, Attachment 1 provides a list of Alameda CTC Transportation CIP funds Dublin has received over the last five years including funds to be allocated within two years.

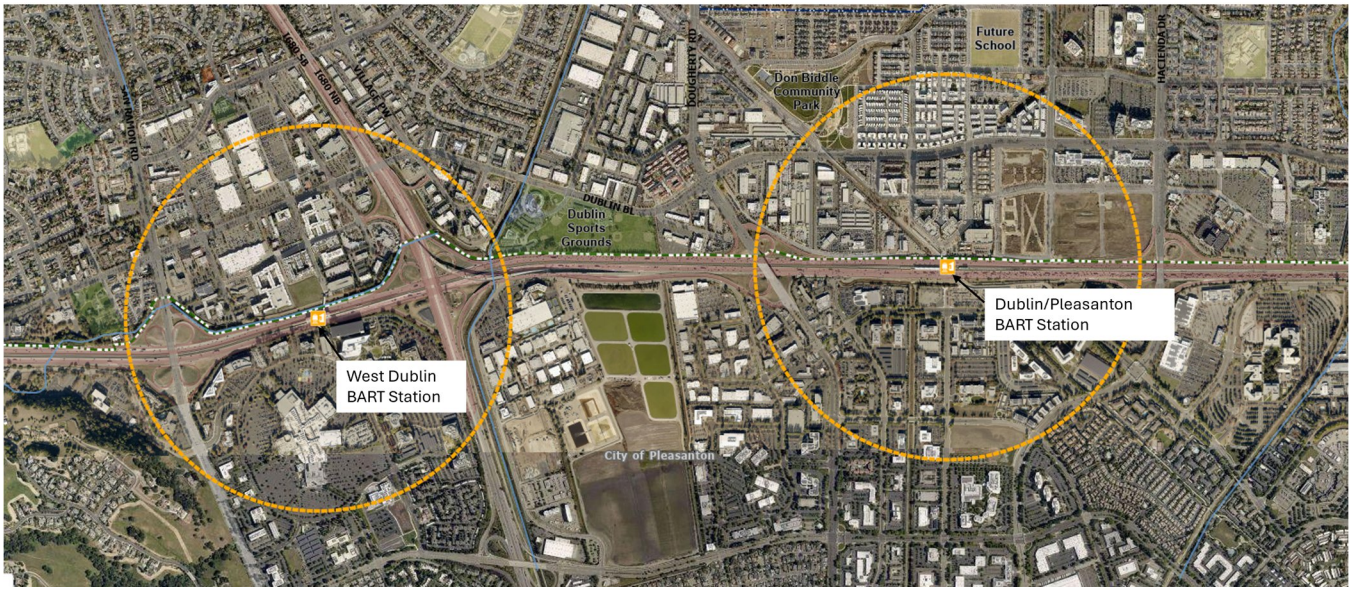
Valley Link Funding

Valley Link is currently in the process of applying for two rounds of funding from MTC. This includes an application in September – October 2024 for approximately $3M in supplemental grant funds to complete their environmental review under the California Environmental Quality Act (CEQA). Valley Link anticipates submitting another application to MTC for a $135M grant in the December 2024 – February 2025 timeframe. The TOC Policy ties MTC funding for Valley Link to compliance by the jurisdictions they serve, including Dublin, Pleasanton and Livermore. While local jurisdictions have until 2026 to achieve TOC Policy compliance, MTC is seeking input from these local jurisdictions with each grant application. MTC is requesting a letter from the three cities acknowledging the TOC Policy for the initial grant application. For the subsequent grant application, MTC is seeking a letter in support of the TOC Policy along with a commitment that the City is taking meaningful steps toward TOC compliance.

TOC Policy Overview

The TOC Policy identifies Station Areas, which are areas within a half-mile radius of a fixed or planned transit station. Station Areas subject to the TOC Policy are categorized by tiers according to the level of transit service. As shown in Figure 1, the City of Dublin is served by two Station Areas along a single Bay Area Rapid Transit (BART) line. The West Dublin BART station is within the Downtown Dublin Specific Plan (DDSP) area and the Dublin/Pleasanton BART Station is within the Transit Center which is in the Eastern Dublin Specific Plan area. These Station Areas are categorized under the Tier 3 TOC Policy requirements.

Figure 1. TOC Sites within the City of Dublin



The TOC Policy is divided into four elements: 1) Density and Intensity Standards, 2) Affordable Housing and Commercial Stabilization, 3) Parking Management, and 4) Access and Circulation. Some elements have required policies while others offer a menu of policy options (both Station-based and citywide) for local jurisdictions to choose from. More information about the TOC Policy is available at the MTC website: https://mtc.ca.gov/planning/land-use/transit-oriented-communities-toc-policy.

To implement these policies, Staff would need to further analyze the impact of required and optional policies and present the information to the City Council. There is a cost associated with this analysis, including staff time, consultant services and related budget adjustments to prepare any related General Plan/Specific Plan amendments, zoning amendments, policy language, and environmental review under the California Environmental Quality Act (CEQA).

The TOC Policy, as currently written, requires each local jurisdiction to achieve 85 percent compliance with adopted policies to qualify for OBAG funding; however, MTC has not yet defined how compliance will be measured. Compliance determinations will be addressed as part of the OBAG 4 program development starting in 2025. Staff will continue to engage with MTC on compliance determinations, and MTC plans to provide technical assistance to jurisdictions later this year, including funding, to help develop policies that align with the TOC Policy.

The following is a summary of the four elements of the TOC Policy. Attachment 2 provides the final version of MTC's Administrative Guidance for the TOC Policy which was released after publication of the September 17, 2024 City Council Staff Report (The September 17, 2024 Staff Report included a draft version). The final document includes minor changes intended to clarify implementation of the TOC Policy.

MTC TOC Policy Elements in Detail

1) Density and Intensity Standards (Station Areas Only)

The TOC Policy requires minimum development standards near Station Areas to promote high intensity uses. It outlines the process for a city to calculate the required minimum densities and Floor Area Ratio (FAR). These minimum standards can be averaged across the relevant land around the station for areas where residential or office uses are permitted by right. Existing residential neighborhoods can be excluded from this density calculation. The TOC Policy includes minimum and maximum development standards to ensure high intensity uses as shown in Table 1.

Table 1 - TOC Density and Intensity Standards

TOC Standards Tier 3	TOC Standard	West Dublin BART Station Area (DDSP)		Dublin/Pleasanton BART Station Area (Transit Station)
Minimum Residential Density (units/acre)	50	TOD	30	25.1
		Retail	22	
		Village	None	
Maximum Residential Density (units/acre)	75	TOD	85	None
		Retail	None	
		Village	15	
Minimum Office Intensity (FAR)	2	TOD	None	.25
		Retail	None	
		Village	None	
Maximum Office Intensity (FAR)	4	TOD	2.5	.80
		Retail	2 (Retail District) 2.5 (Retail Core)	
		Village	0.35	

The proposed Standards may be extremely impactful to certain areas within defined Station Areas. For example, a 2 FAR minimum would mean a two-story building covering an entire lot, a four-story building covering half of a lot, or an eight-story building covering a quarter of a lot. The first two examples would require some level of structured parking to meet market demands and that could impact the feasibility of development or redevelopment of the area. On the matter of minimum/maximum residential density, issues could arise around the periphery of the DDSP area where that type of density could not be supported economically or financially.

Staff time and consultant services would be required for the associated changes, such as but not limited to, preparing an evaluation of impacts such as traffic and to prepare General Plan/Specific Plan amendments, zoning amendments, and environmental review under the California Environmental Quality Act (CEQA). Staff will return to the City Council in the future to provide a scope and budget and to request a budget adjustment as necessary to complete this effort.

2) Affordable Housing and Commercial Stabilization Policies (Citywide Policies)

The MTC TOC Policy identifies numerous elective policies in four categories related to affordable housing and commercial stabilization. A City must adopt at least seven polices across the following four categories to demonstrate TOC Policy compliance:

- Production (minimum of two out of seven policy options)
- Preservation (minimum of two out of eight policy options)
- Protection (minimum of two out of eleven policy options)
- Commercial Stabilization (minimum of one out of four policy options)

In recognition of the variation in the Bay Area jurisdictions' housing needs and funding capacity, the TOC Policy also determines the minimum amount of funding a jurisdiction must provide for specific policy options requiring a minimum funding commitment. This amount is based on the 2023-2031 Regional Housing Needs Allocation (RHNA) for very low- and low-income units, placing Dublin under Tier E (See Attachment 2, Appendix B: Table 1- Jurisdictions by Funding Tier).

The Affordable Housing and Commercial Stabilization policies are summarized below and shown in Table 2, 3, 4, and 5. Certain policies appear in multiple categories but can only be applied once. Policies not applicable to Dublin are shown in strikethroughs. Additionally, the City already has some required policies in place or has committed to adopting them as part of Housing Element implementation programs. Policies that align with existing City policies or are Housing Element (HE) programs are shown in bold. A summary of each policy is summarized after each table.

Production Policies

Table 2- Production Policies

Policy	TOC Policy	Notes
1	**Inclusionary Housing**	**Existing Inclusionary Zoning Ordinance qualifies. (HE Program B.4: Inclusionary Zoning Regulations)**
2	Affordable Housing Fund	Funding commitment of $4 million
3	Affordable Housing Overlay	Requires incentives beyond State law
4	**Public Land for Affordable Housing**	**City is working with Alameda County Surplus Authority to provide affordable housing at the Transit Center Site. (HE Program B.16: Publicly Owned Land)**
5	Ministerial Approval	Maximum of 0.5 parking spaces per unit
6	Public/Community Land Trusts	Funding commitment of $4 million
7	Development Certainty and Streamlined Entitlement Process	Requires staff, consultant time, and resources to determine effects of vested development rights.

Production Policy 1 Inclusionary Housing:
Requires that 15% of units in new residential development projects above a certain number of units be deed-restricted affordable to low-income households. A lower percentage may be adopted if it can be demonstrated by a satisfactory financial feasibility analysis that a 15% requirement is not feasible.

Note: The City adopted an updated Inclusionary Zoning Ordinance in 2024 and complies with this

policy.

Production Policy 2 Affordable Housing Fund:
Dedicated local funding for production of deed-restricted affordable housing.

Production Policy 3 Affordable Housing Overlay:
Area-specific incentives, such as density bonuses and streamlined environmental review, for development projects that include at least 15% of units as deed-restricted affordable housing; exceeds any jurisdiction-wide inclusionary requirements or benefits from state density bonus.

Production Policy 4 Public Land for Affordable Housing:
Policies to prioritize the reuse of publicly owned land for affordable and mixed-income housing that go beyond existing state law, typically accompanied by prioritization of available funding for projects on these sites.

Note: The City is currently working with The Alameda Surplus Authority to provide affordable housing in the Transit Center Site and would comply with this policy.

Production Policy 5 Ministerial Approval:
Grant ministerial approval of residential developments that include, at a minimum, 15% affordable units if projects have 11 or more units, or that exceed inclusionary or density bonus affordability requirements and do not exceed 0.5 parking spaces per unit.

Production Policy 6 Public / Community Land Trusts:
Investments or policies to expand the amount of land held by public- and non-profit entities such as co-operatives, community land trusts, and land banks with permanent affordability protections. This policy may be used to fulfill either the housing production or preservation requirement, but not both.

Production Policy 7 Development Uncertainty and Streamlined Entitlement Process:
Include the vested rights and five hearing limit provisions currently outlined in SB330 (2019, Skinner) without a sunset date.

Preservation Policies

Table 3- Preservation Policies

Policy	TOC Policy	Notes
1	Funding to Preserve Unsubsidized Affordable Housing	Funding Commitment of $1M
2	Tenant/ Community Opportunity to Purchase	Requires further studies to determine staff, consultant time, and resources
~~3~~	~~Single Room Occupancy (SRO)~~	No SROs in Dublin
4	**Condominium Conversion Restrictions**	**Existing Condominium Ordinance (DMC 8.54) to be updated to include 1:1 replacement of converted units, no funding requirement and requires staff time.**
5	Public/ Community Land Trusts	Requires staff, consultant time, and resources. Cannot be applied simultaneously with Production Policy 4.
6	Funding to Support Preservation Capacity	Funding commitment for a dedicated staff for four years
~~7~~	~~Mobile Home Preservation~~	No Mobile Home Parks in Dublin
8	**Preventing Displacement from Substandard Conditions and Associated Enforcement Activities**	**Minimum funding commitment. Amnesty program to waive fines/fees or a low- or no interest loan grant program ($10K minimum per loan/ grant). City currently provides a grant up to $5K a year in coordination with the County**

Preservation Policy 1 Funding to Preserve Unsubsidized Affordable Housing:
Public investments to preserve unsubsidized housing affordable to lower- or moderate-income residents (sometimes referred to as "naturally occurring affordable housing") as permanently affordable.

Preservation Policy 2 Tenant/ Community Opportunity to Purchase:
Policies or programs that provide tenants or mission-driven nonprofits the right of first refusal to purchase a property at the market price when it is offered for sale, retaining existing residents and ensuring long-term affordability of the units by requiring resale restrictions to maintain affordability.

Preservation Policy 3 Single Room Occupancy:
Limits the conversion of occupied SRO rental units to condominiums or other uses that could result in displacement of existing residents.

Preservation Policy 4 Condominium Conversion Restrictions:
Require that units converted to condominiums be replaced 1:1 with comparable rental units, unless purchased by current long-term tenants or converted to permanently affordable housing with protections for existing tenants.

Note: The City currently has a Condominium Conversion Ordinance (Dublin Municipal Code (DMC) 8.54) that permits the subdivision of existing apartment buildings into condominiums before they are sold. To align with MTC TOC Preservation Policy 4, the Ordinance would need to be revised to mandate a 1:1 replacement of comparable units unless the units are purchased by existing long-term tenants or converted into permanent affordable housing. This policy would not apply to new condominium developments.

Preservation Policy 5 Public / Community Land Trusts:
Investments or policies to expand the amount of land held by public- and non-profit entities such as co-operatives, community land trusts, and land banks with permanent affordability protections. This policy may be used to fulfill either the housing production or preservation requirement, but not both.

Preservation Policy 6 Funding to Support Preservation Capacity:
Dedicated local funding for capacity building or other material support for community land trusts (CLTs) or other community-based organizations (CBOs) engaged in affordable housing preservation.

Preservation Policy 7 Mobile Home Preservation:
Policy or program to preserve mobile homes from conversion to other uses that may result in displacement of existing residents.

Preservation Policy 8 Preventing Displacement from Substandard Conditions and Associated Enforcement Activities:
Policies, programs, or procedures designed to minimize the risk of displacement caused by substandard conditions including through local code enforcement activities. This may include proactive rental inspection programs and assistance to landlords for property improvements in exchange for anti-displacement commitments. This policy may be used to fulfill either the housing preservation or protection requirement, but not both.

Note: Currently, the City funds a Minor Home Improvement Grant Program through Alameda County, providing up to $5,000 a year per eligible household. To align with Preservation Policy 8, the City would need to increase this funding to $10,000 per household each year.

Protection Policies

Table 4- Protection Policies

Policy	TOC Policy	Notes
1	Just Cause Eviction Protection	Requires staff, consultant time, and resources.
2	No Net Loss and Right to Return to Demolished Homes	Requires staff, consultant time, and resources.
3	**Legal Assistance for Tenants**	**Funding Commitment of $300,000**
4	Foreclosure Assistance	Funding Commitment of $300,000
5	Rental Assistance Program	Funding Commitment of $300,000
6	Rent Stabilization	Requires staff, consultant time, and resources.
7	Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities	Requires staff, consultant time, and resources. Cannot be used if using Preservation Policy 8.
8	Tenant Relocation Assistance	Requires staff, consultant time, and resources.
9	~~Mobile Home Rent Stabilization~~	No Mobile Homes in Dublin
10	Fair Housing Enforcement	Requires staff, consultant time, and resources.
11	Tenant Anti-Harassment Protections	Requires staff, consultant time, and resources.

Protection Policy 1 Just Cause Eviction Protection: Defines the circumstances for evictions, such as nonpayment of rent, violation of lease terms, or permanent removal of a dwelling from the rental market, with provisions that are more protective of tenants than those established by AB 1482 (2019, Chiu).

Protection Policy 2 No Net Loss and Right to Return to Demolished Homes: Include the no net loss provisions currently outlined in SB 330 (2019, Skinner) without a sunset date. Require one-to-one replacement of units that apply the same or a deeper level of affordability, the same number of bedrooms and bathrooms, and comparable square footage to the units demolished. Provide displaced tenants with the right of first refusal to rent new comparable units at the same rent as demolished units.

Protection Policy 3 Legal Assistance for Tenants: Investments or programs that expand access to legal assistance for tenants threatened with displacement. This could range from a “right to counsel” to dedicated public funding for tenant legal assistance.

Note: Currently, the City provides financial assistance with the allocation of annual grants funded by the CDBG program and the General Fund to non-profits that provide legal assistance. However, the City would be required to provide secured funding in the amount of $300,000 to be TOC compliant.

Protection Policy 4 Foreclosure Assistance: Provide a dedicated funding source to support owner-occupied homeowners (up to 120% of Area Median Income (AMI)) at-risk of foreclosure, including direct financial assistance (e.g., mortgage assistance, property tax delinquency, HOA dues, etc.), foreclosure prevention counseling, legal assistance, and/or outreach.

Protection Policy 5 Rental Assistance Program: Provide a dedicated funding source and program for rental assistance to low-income households.

Protection Policy 6 Rent Stabilization: Restricts annual rent increases based upon a measure of inflation or other metric, with provisions exceeding those established by AB 1482 (2019, Chiu).

Protection Policy 7 Preventing Displacement from Substandard Conditions and Associated Code Enforcement: Policies, programs, or procedures designed to minimize the risk of displacement caused by substandard conditions including through local code enforcement activities. This may include proactive rental inspection programs and assistance to landlords for property improvements in exchange for anti-displacement commitments. This policy may be used to fulfill either the housing preservation or protection requirement, but not both.

Protection Policy 8 Tenant Relocation Assistance: Policy or program that provides relocation assistance (financial and/or other services) to tenants displaced through no fault of their own, with assistance exceeding that required under state law.

Protection Policy 9 Mobile Home Rent Stabilization: Restricts annual rent increases on mobile home residents based upon a measure of inflation or another metric.

Protection Policy 10 Fair Housing Enforcement: Policy, program, or investments that support fair housing testing, compliance monitoring, and enforcement.

Protection Policy 11 Tenant Anti-Harassment Protections: Policy or program that grants tenants legal protection from unreasonable, abusive, or coercive landlord behavior.

Commercial Stabilization Policies

Table 5- Commercial Stabilization Policies

Policy	TOC Policy	Notes
1	Small Business and Non-Profit Overlay	Requires one of the following: operating subsidy, eviction protections, or relocation requirements
2	Small Business and Non-Profit Preference Policy	Requires new commercial space preferences
3	Small Business and Non-Profit Financial Assistance Program	Funding commitment
4	**Small Business Advocate Office**	**City currently provides this service**

Commercial Stabilization Policy 1 Small Business and Non-Profit Overlay:

Establish boundaries designated for an overlay, triggering a set of protections and benefits should development impact small businesses (including public markets) or community-serving non-profits.

Commercial Stabilization Policy 2 Small Business and Non-Profit Preference Policy:
Give priority and a right of first offer to local small businesses and/or community-serving non-profits when selecting a tenant for new market-rate commercial space.

Commercial Stabilization Policy 3 Small Business and Non-Profit Financial Assistance Program:
Dedicated funding program for any impacted small business and community-serving non-profits.

Commercial Stabilization Policy 4 Small Business Advocate Office:
Provide a single point of contact for small business owners and/or a small business alliance.

Note: Commercial Stabilization Policy 4 aligns with and builds upon the work the City has already undertaken and remains committed to doing through the City's Economic Development Department.

3) Parking Management (Station Areas)

State law (AB 2097) prohibits the City from imposing parking minimums near the Station Areas. Consequently, parking provided by an owner or developer in new projects near transit is optional. The TOC Policy further requires the City to establish parking maximums, which would prevent developers from exceeding the specified limit, even if they wanted to provide more parking. Table 6 provides a comparison of the Station areas and TOC standards:

Table 6 - Parking Management

	TOC Policy – Tier 3 Policy Parking Requirement	Existing Parking Requirement - West Dublin BART Station Area (i.e., DDSP)	Existing Parking Requirement - Dublin/Pleasanton Bart Station Area (i.e., Transit Center)
Minimum Residential and Commercial Parking	No Minimum	No Minimum	No Minimum (Per requirements of AB 2097)
Maximum Residential Parking	1 Space per unit	No Maximum	No Maximum
Maximum Commercial Office Parking	2.5 Spaces per 1,000 SF	None	None

The City must also allow shared parking for different land uses and set minimum bicycle parking standards in the Station Areas.

4) Station Access and Circulation (Citywide Policies)

The final policy category for compliance with the TOC Policy pertains to transportation access and circulation. The City is required to meet all the requirements, and the City has existing policies in place that would need to be reviewed by Staff to ensure compliance as provided in Table 7.

Table 7 - Station Access and Circulation

TOC Requirement	Notes
Adopt a Complete Streets Policy	Adopted Complete Streets Policy in 2012 (Resolution 199-12)
Prioritize Implementation of Active Transportation Projects in station Areas	DDSP, PDA: Transit Center Dublin Crossing, PDA: Town Center CIP- Downtown: Grid Street network and Golden Gate Drive
Gap Analysis and Improvement Program for Station Areas	LAVTA Long Range Transit Plan (March 2024) City of Dublin Bicycle and Pedestrian Master Plan (2023)
Identify Mobility Hub Opportunities in Station Areas	LAVTA Tri-Valley Hub Network Integration Study (2021) City of Dublin Bicycle and Pedestrian Master Plan (2023) Climate Action Plan Local Roadway Safety Plan

Conclusion

Staff anticipates proceeding with the preparation of policies that have already been committed to through the Housing Element. Staff will return to the City Council in the future to further discuss the additional policy considerations outlined in the TOC Policy and to request budget adjustments as needed for technical analysis and consultant services.

STRATEGIC PLAN INITIATIVE:

None.

ENVIRONMENTAL DETERMINATION:

This informational report is not considered a project under the California Environmental Quality Act (CEQA) and no environmental review is necessary. Environmental review will be performed, as required by CEQA, for any future City adoption of the policies necessary to comply with the MTC TOC Policy.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Public noticing is not required to seek policy direction. A copy of the Staff Report was also made available on the City's website.

ATTACHMENTS:

1) Alameda CTC CIP Five Year Programming with Two-year Allocation for the City of Dublin
2) MTC's Transit Oriented Development Final Administrative Guidance, September 2024

		Programming and Allocations				
			Prior Allocations	Two-Year Allocation Plan	Future Programming	
Project Title	**Fund Source**	**Programmed Amount**	**Prior Thru FY2022-23**	**FY2023-24 FY2024-25**	**FY2025-26 FY2026-27 FY2027-28**	**Total Allocated (Thru FY2024-25)**
City of Dublin Street Rehab	OBAG	$661,000	$661,000			$661,000
Dublin Boulevard Preservation	OBAG	$470,000	$470,000			$470,000
Dougherty Rd Widening (from 4 to 6 Lns) (Dublin - CCC line)	2014 MBB	$11,200,000	$11,200,000			$11,200,000
Downtown Dublin Streetscape Plan Implementation	2000 MB	$41,000	$41,000			$41,000
Downtown Dublin Streetscape Plan Implementation	2010VRF	$226,000	$226,000			$226,000
Dublin Blvd. Widening, WB from 2 to 3 Lns (Sierra Ct-Dougherty Rd)	2014 MBB	$3,000,000	$3,000,000			$3,000,000
Dublin Boulevard - North Canyons Parkway Extension	2014 MBB	$2,374,000	$2,374,000			$2,374,000
Dublin Boulevard - North Canyons Parkway Extension	2014 MBB	$5,374,000	$5,374,000			$5,374,000
Iron Horse Trail Crossing at Dublin Boulevard	2014 MBB	$166,000	$166,000			$166,000
Iron Horse Trail Crossing at Dublin Boulevard	2014 MBB	$1,128,000	$1,128,000			$1,128,000
Iron Horse Trail Crossing at Dublin Boulevard	2014 MBB	$4,751,000	$4,751,000			$4,751,000
Iron Horse Trail Crossing at Dublin Boulevard	TFCA	$856,000	$856,000			$856,000
Iron Horse Transit Route - Dougherty Road	2000 MB	$6,267,000	$6,267,000			$6,267,000
Regional Street Improvement Project	2000 MB	$75,000	$75,000			$75,000
Safe Routes to School - Crosswalk Improvements	2000 MB	$94,000	$94,000			$94,000
Safe Routes to School Improvements Dublin	2010 VRF	$110,000	$110,000			$110,000
Safe Routes to School Improvements Dublin	2010 VRF	$390,000	$390,000			$390,000
San Ramon Road Arterial Mgmt	TFCA	$146,000	$146,000			$146,000
Tassajara Rd Improvements from N. Dublin Ranch Drive to Quarry Lane School	2014 MBB	$872,000		$ 872,000		$872,000
Tassajara Rd Improvements from N. Dublin Ranch Drive to Quarry Lane School	TFCA	$128,000		$ 128,000		$128,000
Tassajara Road Arterial Management Project	TFCA	$146,000	$146,000			$146,000
Village Parkway Complete Streets Improvements	STIP	$9,150,000		$9,150,000		$9,150,000
Sub -Total			**$ 37,475,000**			**$ 47,625,000**
*City applied on behalf of BART, BART is the implementing authority						
Dublin/Pleasanton BART Station Active Access Improvements*	2014 MBB	$7,910,000		$ 7,910,000		$7,910,000
Dublin/Pleasanton BART Station Active Access Improvements*	TFCA	$495,000		$ 495,000		$495,000
Sub -Total						**$ 8,405,000**
					TOTAL	**$ 56,030,000**

METROPOLITAN TRANSPORTATION COMMISSION

MTC Administrative Guidance: Transit-Oriented Communities Policy

Guidance for Public Agency Staff Implementing Metropolitan Transportation Commission Resolution 4530

September 2024

Table of Contents

I. Background and Purpose 3
II. TOC Policy Requirements 3
III. Policy Applicability 4
- Types of Transit 4
  - Existing Transit 4
  - Planned Fixed-Guideway Stops/Stations Subject to the TOC Policy 5
  - Transit Extensions 5
  - Interregional Projects 6
- Transit Tiers 7
- Opt-In for Areas Not Served by Fixed-Guideway Transit Service 7
- TOC Area Geography 7
- Overlapping TOC Areas 8
- Multi-Jurisdiction TOC Areas 8

IV. Documentation Submittal and Review 8
- Submission Deadline 8
- Documentation Submittal 8
- Local Jurisdiction Resolution 9
- MTC Review Process 9

V. Guidance for TOC Policy Submission 9
- Section 1: Density for New Residential and Commercial Office Development 9
  - Summary of TOC Policy Requirements 9
  - Submitting Required Documentation 11

Section 2: Affordable Housing Production, Preservation, and Protection Policies and Commercial Stabilization Policies 23
Summary of TOC Policy Requirements 23
Submitting Required Documentation 32
Section 3: Parking Management 32
Summary of TOC Policy Requirements 32
Submitting Required Documentation 35
Section 4: Station Access and Circulation 38
Summary of TOC Policy Requirements 38
Submitting Required Documentation 39
Appendix A: TOC Policy Housing and Commercial Stabilization Policy Requirements
Appendix B: Jurisdictions by Funding Tier

I. Background and Purpose

This document provides guidance to local jurisdictions on how to demonstrate compliance with MTC's Transit-Oriented Communities (TOC) Policy (MTC Resolution 4530), adopted in September 2022 and revised in October 2023. The TOC Policy seeks to support the region's transit investments by ensuring communities around transit stations and along transit corridors are places that not only support transit ridership, but are places where Bay Area residents of all abilities, income levels, and racial and ethnic backgrounds can live, work, and access services, such as education, childcare, and healthcare. The TOC Policy is rooted in Plan Bay Area 2050 (PBA 2050), the region's Long Range Transportation Plan/Sustainable Communities Strategy, and addresses all four elements of the Plan—transportation, housing, the economy, and the environment. Compliance with the TOC Policy is voluntary for jurisdictions that want to advance the goals of PBA 2050 or to be eligible and/or competitive for some MTC discretionary funding.

Four goals guide the TOC Policy and advance PBA 2050 implementation:

- Increase the overall housing supply in part by increasing the density for new residential projects. Prioritize affordable housing in transit-rich areas.
- In areas near regional transit hubs, increase density for new commercial office development.
- Prioritize bus transit, active transportation, and shared mobility within and to/from transit-rich areas, particularly to Equity Priority Communities located more than ½ mile from transit stops or stations.
- Support and build partnerships to create equitable transit-oriented communities within the San Francisco Bay Area.

Future One Bay Area Grant (OBAG) funding cycles (i.e., OBAG 4 and subsequent funding cycles) will consider funding revisions that prioritize investments in transit station areas that are subject to and compliant with the TOC Policy. With MTC Commission approval, MTC may consider compliance with the TOC Policy to evaluate applications for additional discretionary funding sources.

II. TOC Policy Requirements

The TOC policy requirements consist of the following four elements:

1. Minimum residential and commercial office densities for new development.
2. Affordable housing production, preservation and protection, and stabilizing businesses to prevent displacement.
3. Parking management.
4. Transit station access and circulation.

The specific requirements for each topic area are described in more detail below. Jurisdictions will be evaluated for compliance with all requirements in each of the four topic areas for each TOC area[1] within the jurisdiction that is subject to the TOC Policy. For all topic areas, a jurisdiction may use an existing adopted policy or plan to meet the requirements or, as needed, may adopt new policies/standards by the deadline for compliance with the TOC Policy (see section *V. Documentation Submittal and Review*, below, for more details). Where applicable, a jurisdiction may rely on jurisdiction-wide policies to demonstrate compliance for a TOC area.

III. Policy Applicability

Types of Transit

The TOC Policy applies to areas within ½ mile of the following types of existing and planned fixed-guideway transit[2] stops and stations:

- Regional rail (e.g., Bay Area Rapid Transit, Caltrain)
- Commuter rail (e.g., Capitol Corridor, Altamont Corridor Express, Sonoma-Marin Area Rail Transit, Valley Link)
- Light-rail transit (LRT)
- Bus rapid transit (BRT)[3]
- Ferries

The ½-mile radius around a transit station/stop applies even if the jurisdiction has adopted a Priority Development Area (PDA) whose boundaries are different.

A map and list of the jurisdictions and stations subject to the TOC Policy for the deadline associated with the OBAG 4 Cycle is available on MTC's website.

Existing Transit

The TOC Policy applies to jurisdictions with existing fixed-guideway transit service stops and stations, as defined above. For jurisdictions with an existing stop/station, OBAG (i.e., OBAG 4 and subsequent funding cycles) is currently the only funding source for which MTC will consider TOC compliance in its investment decisions. With Commission approval, MTC may consider compliance with the TOC Policy to evaluate applications

[1] A TOC area is the geography surrounding a fixed-guideway transit stop or station that is subject to the TOC Policy requirements. See "TOC Area Geography" in Section III. Policy Applicability for more information on how this specific geography is determined.

[2] "Fixed guideway means a public transportation facility that uses and occupies a separate right-of-way or rail line for the exclusive use of public transportation and other high occupancy vehicles, or uses a fixed catenary system and a right of way usable by other forms of transportation. This includes, but is not limited to, rapid rail, light rail, commuter rail, automated guideway transit, people movers, ferry boat service, and fixed-guideway facilities for buses (such as bus rapid transit) and other high occupancy vehicles." (49 CFR § 611.105)

[3] The TOC Policy uses the definition of "bus rapid transit" (BRT) from California Public Resources Code section 21060.2.

for additional discretionary funding sources for enhancements or improvements to existing stops/stations.

Planned Fixed-Guideway Stops/Stations Subject to the TOC Policy

Fixed-guideway stations that are planned but not currently in service may need to demonstrate compliance with TOC Policy requirements by the deadline associated with the OBAG 4 cycle. This applies to planned stations meeting ***any*** of the following criteria:

- Project begins construction by January 1, 2025.

  AND/OR
- Project allocated regional discretionary funding that requires committing to compliance by the OBAG 4 cycle, as per the requirements of MTC Resolution 4530.

  AND/OR
- Project has a Major Project Advancement Policy (MAP) Level of 1 or 2.

Additionally, planned stations meeting ***all*** of the following criteria are subject to achieving TOC Policy compliance by the deadline associated with the OBAG 4 cycle:

- Sufficiently defined station location as determined by MTC staff (e.g., project has completed environmental review).

  AND
- Project is in Bin 1 of the Plan Bay Area 2050+ Transportation Project List, encompassing projects expected to be operational by 2035.

If a planned stop/station has not been confirmed as subject to the TOC Policy using the above criteria by January 1, 2025, it will not have to be in compliance by the OBAG 4 deadline.

Opt-In for Planned Fixed-Guideway Stops/Stations Not Subject to the TOC Policy

A planned station that does not meet the criteria above can choose to opt in to achieving compliance for the planned TOC area for the OBAG 4 cycle. To do so, the planned station must have a sufficiently defined station location as determined by MTC staff (e.g., the project has completed environmental review). Density and parking standards for planned TOC areas that opt in would be based on the anticipated level of transit service.

Transit Extensions

“Transit extensions” refer to the creation of a new fixed-guideway transit system (rail, ferry, or bus rapid transit), or extension of an existing fixed-guideway transit system to a new station, stations, or terminals. Transit extensions include new infill stations on a fixed-guideway transit system, and major expansions of existing stations to accommodate a new fixed-guideway transit system or route.

The TOC Policy establishes different compliance expectations for transit extension projects seeking awards or allocations of regional discretionary capital funding[4] based on the project's delivery stage, as follows:

1. *Project Development/Environmental Review:* Project sponsors, and local jurisdictions as applicable, must provide a letter or resolution acknowledging that future allocation requests to MTC will be subject to the TOC Policy pursuant to later phases.
2. *Project Design and Early Right-of-Way Acquisition:* Jurisdictions must commit in writing to take steps toward achieving compliance by 2026 for the station area(s) seeking funding.
3. *Project Construction:* Jurisdictions do not need to submit a letter of commitment, but they should work with MTC staff to achieve compliance by 2026.

The transit extension project sponsor/implementing agency must include an acknowledgement or commitment letter or resolution, as applicable, in its request to MTC for regional discretionary funding. Templates for the jurisdiction letters and resolutions are available on the MTC TOC Policy website. See Appendix 1 of MTC Resolution 4530 for more details about the requirements for transit extensions.

Beginning in 2026, these requirements will also apply to transit extension projects seeking MTC endorsement for federal or state discretionary capital funding.[5]

Interregional Projects

Interregional projects that trigger MTC's Interregional Project Funding and Coordination Policy (Resolution No. 4399) shall be subject to the TOC Policy as set forth in this paragraph. For any portion of the project within MTC's jurisdiction, the project sponsor must satisfy the requirements as noted above for Existing Transit and Transit Extensions, as applicable. For portions of the project within the jurisdiction of another Metropolitan Planning Agency (MPO)/Regional Transportation Planning Agency (RTPA), the Interagency Agreement referenced in Resolution 4399 must include a provision acknowledging the applicability of the TOC Policy, confirming compliance with the TOC Policy for the Bay Area portion of the project, and a commitment from the other MPO/RTPA to strive towards achievement of TOC Policy requirements for the portions of the project outside of the Bay Area. The other MPO/RTPA's commitment for non-Bay

[4] For the purposes of the TOC Policy, "regional discretionary funding" for transit projects includes the following fund sources: regional bridge tolls and associated programs (e.g., RM2 & RM3), Surface Transportation Block Grant Program (STBG), Congestion Mitigation Air Quality Improvement Program (CMAQ), Regional Transportation Improvement Program (RTIP), and Regional Exchange Program (MTC Exchange). This list is non-exhaustive and could be amended in the future if MTC exercises discretionary control over additional funding sources.

[5] In the context of TOC Policy implementation, "endorsement" refers to when the MTC Commission acts to endorse projects seeking funding from other sources or when a project is added to the list of projects and programs included in MTC's Major Project Advancement Policy (MAP) or a change is made to a project's MAP Level.

Area portions of the project should include, as practicable, an agreement to regularly report on the status of progress to meeting TOC Policy requirements, to explain any challenges with achieving TOC Policy requirements, and any steps that will be taken to overcome those challenges.

Transit Tiers

Geographic areas subject to the TOC Policy are categorized by tier according to the level of transit service at fixed-guideway station(s) within ½ mile:

- Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San José)
- Tier 2: Stop/station served by two or more BART lines or BART and Caltrain
- Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit
- Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals

Some TOC Policy requirements are defined by transit tier, with some requirements consistent across all tiers.

Opt-In for Areas Not Served by Fixed-Guideway Transit Service

Jurisdictions with transit stops and stations that are not served by fixed-guideway service (e.g., areas that are only served by regular fixed-route bus transit) may choose to "opt in" and voluntarily meet TOC Policy requirements for these areas.[6] Station areas/stops where a jurisdiction has voluntarily complied with the TOC Policy may be eligible for any future funding sources where the MTC Commission chooses to adopt TOC Policy compliance as a prerequisite for funding or a factor in prioritizing funding.

TOC Area Geography

The ½-mile area is measured from a single point at the center of the stop or station. Where a station/stop includes infrastructure such as platforms, bus transfer facilities, and parking areas, a single centroid is identified rather than computing distance from multiple station entrances or property boundaries. Open water, rivers, canals, and other water bodies are excluded, which may result in the TOC area being an irregular shape rather than a perfect circle.

For more information on how the density and parking requirements apply to TOC areas, see "Section 1: Density for New Residential and Commercial Office Development" and "Section 3: Parking Management" below.

A map and list of the jurisdictions and stations subject to the TOC Policy for the deadline associated with the OBAG 4 Cycle is available on MTC's website.

[6] For locations with no fixed-guideway transit service, the Tier 4 density and parking management requirements will apply in addition to all other TOC Policy requirements.

Overlapping TOC Areas

In some cases, the ½-mile area around one stop/station may intersect with the ½-mile area around another stop/station, resulting in overlapping TOC areas. As a jurisdiction must demonstrate compliance for each TOC area separately, a parcel within an overlapping area will be considered in calculating the average zoning density as well as evaluating the parking standards for each of the overlapping TOC areas. If the overlapping TOC areas represent different transit tiers, parcels in the overlapping areas must meet the standards for the higher transit tier (i.e., Tier 1 is higher than Tier 2).

For jurisdictions with overlapping TOC areas, MTC will work with local staff to identify situations where TOC areas can be consolidated (e.g., along BRT or LRT corridors or in downtown areas) for aggregate analysis of TOC compliance.

Multi-Jurisdiction TOC Areas

A TOC area may encompass multiple jurisdictions. A jurisdiction is exempt from complying with any TOC Policy requirements if it contains 20 percent or less of the TOC area, as determined by MTC staff. A jurisdiction that comprises more than 20 percent of a TOC area must comply with all TOC Policy requirements for its portion of the TOC area.

For the TOC Policy density standards, a jurisdiction is not responsible for zoning densities/intensities outside its boundaries, but it must meet the TOC Policy standards for the portion of the TOC area within its jurisdiction.[7] However, joint applications are encouraged for a TOC area that crosses jurisdictional boundaries; in such instances, compliance with the average density standards should be based on the combined area of the TOC area in both jurisdictions (or in all jurisdictions, if more than two are involved).

IV. Documentation Submittal and Review

Submission Deadline

To ensure eligibility for OBAG 4 funding and any other discretionary funding that may be linked to TOC Policy compliance, jurisdictions should anticipate demonstrating compliance prior to adoption of OBAG 4, expected in 2026. MTC will provide more information about submission deadlines as part of developing the OBAG 4 program.

Documentation Submittal

MTC will accept submissions from jurisdictions to demonstrate compliance with the TOC Policy for each TOC area subject to the policy within the jurisdiction. Jurisdictions must use the TOC Policy Submission Portal developed by MTC. Jurisdictions may submit documentation on a rolling basis until the submission deadline. Questions about documentation submittal should be directed to TOCPolicy@bayareametro.gov.

[7] Average zoning density calculation requirements are covered in Section V of this Guidance document.

Local Jurisdiction Resolution

The jurisdiction's final submission must be accompanied by a resolution adopted by the city council or board of supervisors confirming compliance with the TOC Policy. For jurisdictions with multiple TOC areas, the jurisdiction may submit a single resolution that includes reference to all TOC areas for which the jurisdiction is confirming compliance.

MTC Review Process

To complete its review of a jurisdiction's submission, MTC may request additional clarifying documentation and information from the jurisdiction. Additionally, to assist with its review of the submission, MTC may consult with and gather relevant information from any individual, entity, or public agency. Jurisdictions will receive confirmation of its compliance status after MTC has completed its review of submitted documentation.

V. Guidance for TOC Policy Submission

This section provides the guidance necessary to demonstrate compliance with MTC's TOC Policy requirements. It is divided into four sections:

1. Zoning density and intensity requirements for residential and commercial office development.
2. Affordable housing production, preservation, and protection policies and commercial stabilization policies
3. Parking management policies
4. Station access and circulation requirements

Section 1: Density for New Residential and Commercial Office Development

Summary of TOC Policy Requirements

The TOC Policy seeks to ensure that local planning policies and zoning regulations enable new development within TOC areas to be built at sufficiently high densities to support transit ridership and increase the proportion of trips taken by transit. The mechanism for furthering this goal is the requirement that jurisdictions adopt minimum density and intensity requirements in TOC areas. Additionally, if a jurisdiction chooses to adopt maximum density and intensity requirements, these must be high enough to support robust transit-oriented development.[8]

[8] While the TOC Policy does not specify requirements for building heights, local jurisdictions should not limit building heights such that new residential development at the densities specified by the TOC Policy becomes infeasible.

The Policy does not require a jurisdiction to plan or zone specific parcels for a particular land use or density. Rather, a jurisdiction is required to meet zoning density and intensity standards where zoning allows new residential, office, or mixed-use development. The density requirements represent an average taken across the TOC area, and the required average densities are based on the area's Transit Tier (see Tables 1 and 5).

The minimum density/intensity in a given zoning district where housing and/or commercial office uses are permitted may be below the TOC Policy thresholds (Tables 1 and 5), provided the average across the TOC area meets the requirement.[9] Cities that have adopted Form Based Codes without density standards are required to adopt minimum densities, minimum Floor Area Ratios (FARs), or minimum heights for future residential, commercial office, and mixed-use projects.

A jurisdiction without minimum residential or commercial office zoning standards may use the minimums identified in an adopted General Plan, Specific Plan, or Area Plan to the extent the Plan requires that new development must occur at or above a minimum threshold. In the absence of such a requirement or zoning standard, a zone without a minimum density will be assigned a "zero" for the purposes of calculating the average for the TOC area. A minimum density value of zero for any zone in a TOC area will make it more difficult to achieve the required areawide averages. This is further explained in the methodology below.

A jurisdiction is not required to adopt maximum allowable density/intensity standards. However, if a jurisdiction has adopted these standards, then the average of the maximum density/intensity allowed for residential or commercial office uses must meet or exceed the TOC Policy's thresholds (Tables 3 and 7).

Areas Eligible for Exclusion from Density/Intensity Requirements

For the residential calculations, only zoning districts that allow residential as a permitted use (i.e., with no use permit requirement) are included. However, zones intended to conserve land for open space or agriculture, even where residential is listed as a permitted use, may be excluded.

For the commercial office calculations, only zoning districts that allow commercial office as a permitted use are included. Subject to approval by MTC staff, zoning districts in which offices are permitted uses but are ancillary to industrial activities (such as manufacturing, warehousing, production, distribution, repair, etc.) may be excluded.

The Policy allows parcels with existing dwelling units to be excluded from the residential and commercial office calculations to minimize the risk of displacement. However, a

[9] "Permitted" means the use is listed as a permitted use in the zoning regulations, with no use permit requirement.

parcel may **not** be excluded if it was counted as a Housing Opportunity Site in the jurisdiction's Housing Element and assumed to produce one or more units of housing.

For the TOC Policy, "existing dwelling units" are residential units that received a building permit prior to January 1, 2024. However, if a project has not received a certificate of occupancy by the beginning of the OBAG 5 cycle (anticipated in 2030), the parcel cannot be excluded from future TOC Policy compliance cycles.

Note: Calculation of the average density *includes* parcels zoned to allow residential and/or commercial office development where it may not be physically possible to construct new residential, commercial office, or mixed-use buildings within the specified density ranges due to small parcel sizes, environmental factors, conflicts with Airport Land Use Compatibility Plans, etc.

Submitting Required Documentation

Demonstrating conformance to the TOC Policy includes four calculations of *average* density/intensity within the TOC area:

- Minimum zoning density required for zones allowing residential uses.
- If a jurisdiction has maximum residential density standards, the maximum zoning density for zones allowing residential uses.
- Minimum commercial office intensity (FAR) required for zones allowing office uses.
- If a jurisdiction has maximum commercial intensity standards, the maximum commercial office intensity (FAR) for zones allowing office uses.

MTC's submission portal is programmed to complete these calculations based on a jurisdiction's zoning data. A jurisdiction may review and verify the data in the submission portal or contact MTC staff for assistance.

The guidance below explains how the calculations are completed and how to determine density and FAR equivalencies if a zoning district does not use these metrics. The calculations do not require a determination of "buildout" in the TOC area. Rather, they only require calculation of the average minimum and maximum density/intensity allowed by zoning on eligible parcels. Moreover, determination of the average zoning density and intensity is intended only as a theoretical calculation to evaluate compliance with the TOC Policy. The average density/intensity calculations do not in any way preclude or discourage mixed-use development or non-office commercial uses, nor do they disallow or discourage the addition of residential or office uses to projects of other uses.

A jurisdiction has two options for the density/intensity calculations:

- **Option A** is simpler and involves determining the area of all zoned parcels within the TOC area where residential uses are allowed and commercial office uses are allowed.

- **Option B** is more fine-grained and allows exclusion of certain parcels in each of these zones due to existing uses.

A jurisdiction may use either option. Both options require a "weighted average" calculation that accounts for the proportional land area in each zone.

A five-step process is outlined below. Step 1 is identifying the baseline set of zones or parcels to be used in the average density/intensity calculations for a TOC area. Steps 2 to 5 (which are the same for Option A and Option B) correspond to the calculations of minimum residential density, maximum allowable residential density, minimum commercial office intensity, and maximum allowable commercial office intensity for those zones or parcels.

Step 1: Determine the Baseline Areas to be Included in the Calculations

Option A:

i. Identify all zoning districts in the TOC area where residential uses are a permitted use (i.e., no use permit is required). This includes single-family zones, multi-family zones, mixed-use zones where housing is a permitted use, and non-residential districts that specifically identify housing as a permitted use. Zones intended to conserve land for open space or agriculture may be excluded from the average residential density calculation, even where residential is listed as a permitted use.

ii. Identify all zoning districts in the TOC area where commercial offices are a permitted use. This includes office zones, commercial and mixed-use zones where office is a permitted use, and any residential zones that allow 100 percent office uses (zones that only allow office as an ancillary use are excluded). Subject to approval by MTC staff, zoning districts in which offices are permitted uses but are ancillary to industrial activities (such as manufacturing, warehousing, production, distribution, repair, etc.) may be excluded.

iii. Calculate the net acreage in each zoning district in the TOC area. "Net" acreage means streets or un-zoned features within the zoning boundary are not counted.

iv. Report the net acreage in each eligible residential zone and each eligible commercial office zone, the sums of these acreages, and the percentage of total eligible zones that each individual zone represents. Zoning districts included in the residential calculation may also be included in the office calculation, where applicable.

v. Proceed to Steps 2 through 5.

Option B:

i. Conduct steps (i) and (ii) as described above for Option A.

ii. For each zoning district, prepare a list of parcels to be excluded (subtracted) from the eligible acreage in that zoning district. Parcels may be excluded if they are currently occupied by single- or multi-family dwelling units. However, if the parcel was counted as a Housing Opportunity Site in the jurisdiction's Housing Element and assumed to produce one or more units of housing, it may not be excluded. For any excluded parcel, the jurisdiction must document the assessor parcel number, address, acreage, existing zoning, and existing land use.

iii. Report the remaining net acreage in each eligible residential zone and each eligible commercial office zone, the sums of these acreages, and the percentage of the total eligible zones that each individual zone represents. Zoning districts included in the residential calculation may also be included in the office calculation, where applicable.

iv. Proceed to Steps 2 through 5.

Step 2: Calculate the Average Minimum Residential Density Required by Zoning in the TOC Area

A jurisdiction must demonstrate that the average minimum zoning density in the TOC area meets the adopted TOC Policy standard for its transit tier shown in **Table 1**. A jurisdiction without minimum density standards may refer to the ranges in its General Plan or an adopted Specific or Area Plan that applies to the TOC area, to the extent the relevant Plan requires that development must occur at or above the minimum. Cities without minimum density standards (either in zoning or the General Plan, Specific Plan, or Area Plan as described above) must assign a "zero" to the applicable zones when calculating the TOC area average.

Table 1: Average Minimum Zoning Densities Required for Residential Development

Level of Transit Service	***Average Minimum Zoning Density***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San Jose)	100 units/net acre or higher
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	75 units/net acre or higher
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	50 units/net acre or higher
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	25 units/net acre or higher

Notes:

1. Tier 3 TOC areas in jurisdictions with 30,000 residents or fewer may use Tier 4 standards. For the OBAG 4 cycle, this applies to Tier 3 TOC areas in Belmont, Brisbane, Lafayette, Orinda, and San Carlos. January 1, 2024 population estimates from the California Department of Finance.

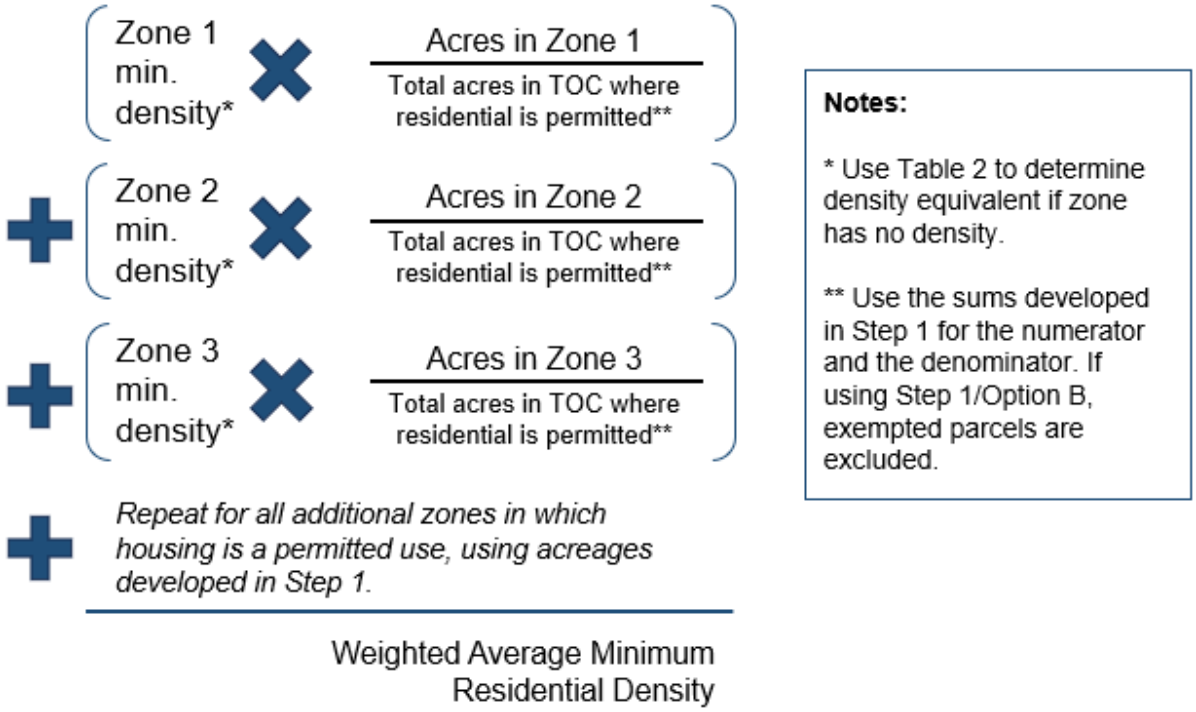
Table 2 is an equivalency table for zoning districts where housing is permitted but minimum density is expressed using floor area ratio (FAR) or height. The table allows jurisdictions using zones not measured in dwelling units per acre to convert to density equivalents so averages may be more accurately estimated. The equivalencies in Table 2 are "default" standards based on sample projects. Jurisdictions are encouraged to develop their own equivalency tables based on actual projects within their TOC area or nearby, subject to approval by MTC. MTC staff will automatically approve jurisdiction-developed equivalency tables or density calculation methodologies that were accepted by the California Department of Housing and Community Development (HCD) in a certified Housing Element from the 6th Cycle or later. However, the equivalency table may only be used if the FAR or height standards are legally required minimums, as described above for zoning districts that use a dwelling units per acre standard.

Table 2: Equivalency Table for Minimum Density Calculation <u>(only for use in zones with no density standard)</u>

If there is no minimum density, but the minimum FAR required is…	***…then use this equivalent for minimum density***	***If there is no minimum density or FAR, but the minimum height is…***	***…then use this for equivalent minimum density***
None	Zero	None	Zero
Less than 0.5	8 DUA	Less than 25′	12 DUA
Between 0.5 and 0.74	16 DUA	25′ to 34.9′	35 DUA
Between 0.75 and 0.99	25 DUA	35′ to 44.9′	55 DUA
Between 1.0 and 1.49	50 DUA	45′ to 54.9′	75 DUA
Between 1.5 and 1.99	75 DUA	55′ to 64.9′	100 DUA
Between 2.0 and 2.99	100 DUA	65′ to 74.9′	125 DUA
Between 3.0 and 3.99	125 DUA	75′ to 84.9’	150 DUA
Between 4.0 and 4.99	150 DUA	Add 25 DUA for each 10’ from 85’ upward	
Add 40 DUA for each 1.0 FAR from 5.0 upward			

Once a density or density equivalent has been assigned to each zone, the weighted average is determined. **Figure 1** illustrates the formula for this calculation.

Figure 1: Calculation of Average Required Minimum Residential Zoning Density



As shown in Figure 1, to calculate the average minimum residential zoning density for the TOC area, the total number of acres in each zone to be included (shown as Zone 1, Zone 2, etc.) is divided by the total number of acres in the TOC area where residential uses are permitted. The sums developed in Step 1A(i) are used for the numerator and the denominator. If using Option B for Step 1, exempted parcels are excluded.

This result is then multiplied by the minimum density for that zone. If the zone has no density standard but does require a minimum FAR or minimum height, use Table 2 to determine the equivalent density. This process is repeated for each zoning district in the TOC area where residential uses are permitted, and the results for each zone are summed to result in the weighted average minimum residential density.

Step 3: Calculate the Average Maximum Residential Density Allowed by Zoning in the TOC Area

A jurisdiction must demonstrate that, if it has adopted a maximum residential density standard, the average maximum allowable residential zoning density in the TOC area meets or exceeds the adopted TOC Policy threshold for its transit tier shown in **Table 3**.

Table 3: Average Maximum Zoning Density Threshold for Residential Development

Level of Transit Service	***Threshold for Average Maximum Zoning Density***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San Jose)	150 units/net acre or higher
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	100 units/net acre or higher
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	75 units/net acre or higher
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	35 units/net acre or higher

Notes:

1. Tier 3 TOC areas in jurisdictions 30,000 or fewer residents may use Tier 4 standards. For the OBAG 4 cycle, this applies to the Tier 3 TOC areas in Belmont, Brisbane, Lafayette, Orinda, and San Carlos. January 1, 2024 population estimates from the California Department of Finance.
2. The allowable densities are consistent with PBA 2050 modeling for Strategy H3 (see Forecasting and Modeling Report, pp. 44-45).

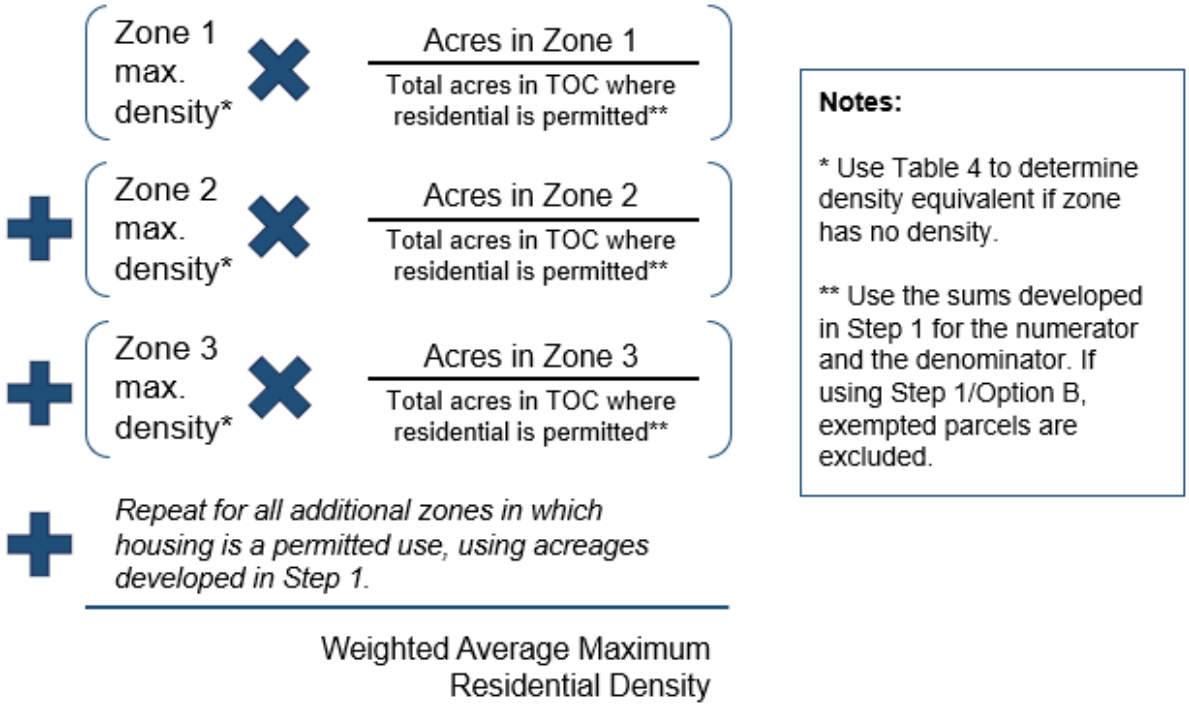
Table 4 is an equivalency table for zoning districts where housing is permitted but maximum allowable density is expressed using floor area ratio (FAR) or height. The table allows jurisdictions using zones not measured in dwelling units per acre to convert to density equivalents so averages may be more accurately estimated. The equivalencies in Table 4 are "default" standards based on sample projects. Jurisdictions are encouraged to develop their own equivalency tables based on actual projects within the TOC area or nearby, subject to approval by MTC. MTC staff will automatically approve jurisdiction-developed equivalency tables or density calculation methodologies that were accepted by HCD in a certified Housing Element from the 6th Cycle or later.

Table 4: Equivalency Table for Maximum Density Calculation (only for use in zones with no density standard)

If there is no maximum density, but the maximum FAR allowed is...	***…then use this equivalent for maximum density***	***If there is no maximum density or FAR, but the maximum allowable height is…***	***…then use this for equivalent maximum density***
Less than 0.50	8 DUA	Less than 25′	12 DUA
Between 0.5 and 0.74	16 DUA	25′ to 34.9′	35 DUA
Between 0.75 and 0.99	25 DUA	35′ to 44.9′	55 DUA
Between 1.0 and 1.49	50 DUA	45′ to 54.9′	75 DUA
Between 1.5 and 1.99	75 DUA	55′ to 64.9′	100 DUA
Between 2.0 and 2.99	100 DUA	65′ to 74.9′	125 DUA
Between 3.0 and 3.99	125 DUA	75′ to 84.9’	150 DUA
Between 4.0 and 4.99	150 DUA	Add 25 DUA for each 10’ from 85′ upward	
Add 40 DUA for each 1.0 FAR from 5.0 upward			

Once a density or density equivalent has been assigned to each zone, the weighted average is determined. **Figure 2** illustrates the formula for this calculation.

Figure 2: Calculation of Average Maximum Allowable Residential Zoning Density



As shown in Figure 2, to calculate the average maximum allowable residential zoning density for the TOC area, the total number of acres in each zone to be included (shown as Zone 1, Zone 2, etc.) is divided by the total number of acres in the TOC area where residential uses are permitted. The sums developed in Step 1A(ii) are used for the numerator and denominator. If using Option B for Step 1, exempted parcels are excluded.

This result is then multiplied by the allowable maximum density for that zone. If the zone has no density standard but does include maximum FAR or maximum heights, use Table 4 to determine the equivalent density. This process is repeated for each zoning district in the TOC area where residential uses are permitted, and the results for each zone are summed to result in the weighted average required allowable maximum residential density.

Step 4: Calculate the Average Minimum Commercial Office Space Intensity Required by Zoning in the TOC Area

A jurisdiction must demonstrate that the average minimum required zoning intensity for commercial office space in the TOC area meets the adopted TOC Policy standard for its transit tier shown in Table 5. Again, it is recognized that a jurisdiction may not have adopted minimum FAR standards (or minimum heights) for commercial office space in its TOC area. A jurisdiction without such standards may refer to the ranges in its

General Plan or an adopted Specific or Area Plan that applies to the TOC area, to the extent the relevant Plan requires that development must occur at or above the minimum. Cities without minimum standards for FAR (either in zoning or the General Plan, Specific Plan, or Area Plan) must assign a "zero" to the applicable zones when calculating the TOC area average.

Table 5: Average Minimum Zoning Intensities Required for Commercial Office Development

Level of Transit Service	***Average Minimum Zoning Intensity Required for Commercial Office Space (FAR)***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San Jose)	4 or higher
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	3 or higher
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	2 or higher
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	1 or higher

Notes:

1. For mixed-use projects that include a commercial office component, this figure shall not be less than the equivalent of the applicable allowed or permitted FAR standard.

Table 6 is an equivalency table for zoning districts where minimum required intensity is expressed using height rather than FAR. Table 6 shows equivalent FARs for height limits ranging from zero to 75 feet. The equivalencies in Table 6 are "default" values based on sample projects. Jurisdictions are encouraged to develop their own equivalency tables based on actual projects within the TOC area or nearby, subject to approval by MTC.

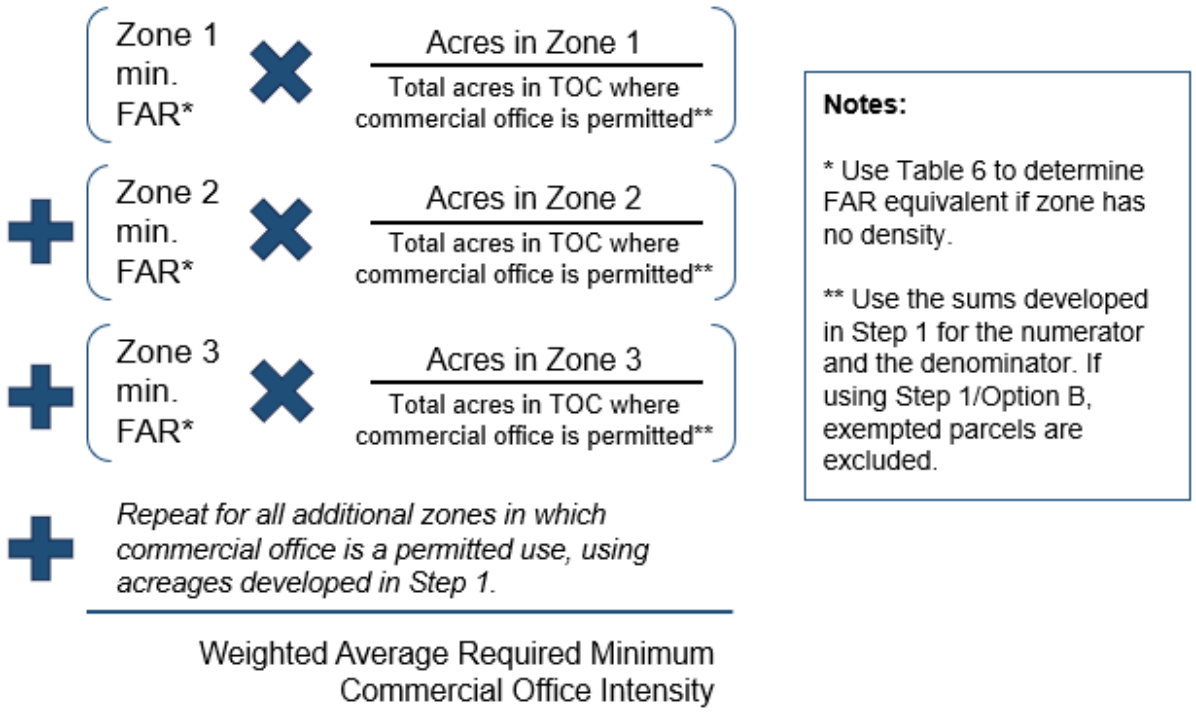
Table 6: Equivalency Table for Minimum Zoning Intensity for Commercial Office (only for use in zones with no Floor Area Ratio [FAR] standard)

If there is no FAR standard, but the minimum height required is...	***…then use this as the equivalent FAR***
None	0
Less than 25'	0.3
25′ to 34.9′	1.0
35′ to 44.9′	1.5
45′ to 54.9′	2.0
55′ to 64.9′	3.0
65′ to 79.9′	4.0
80′ to 99.9'	5.0
Add 1.0 FAR for each 15' from 100' upward	

Jurisdictions may have zoning districts in which mixed-use or residential projects are subject to higher minimum intensity standards than projects that are 100 percent office. For example, a zone may require a minimum FAR of 0.5 for a 100 percent office project but require at least 1.0 FAR for a residential or mixed-use project. In such instances, the higher minimum may be used in the calculations. This recognizes the underlying intent of the TOC Policy, which is to incentivize zoning that supports higher building intensity in TOC areas.

Once an FAR or FAR equivalent has been assigned to each zone, the weighted average is determined. **Figure 3** illustrates the formula used for this calculation.

Figure 3: Calculation of Average Minimum Required Commercial Office Zoning Intensity



As shown in Figure 3, to calculate the average minimum commercial office zoning intensity for the TOC area, the total number of acres in each zone to be included (shown as Zone 1, Zone 2, etc.) is divided by the total number of acres in the TOC area where office uses are permitted. The sums developed in Step 1A(i) are used for the numerator and denominator. If using Option B for Step 1, exempted parcels are excluded.

This result is then multiplied by the minimum intensity for that zone. If the zone has no FAR standard but does have minimum heights, use Table 6 to determine the FAR equivalent. This process is repeated for each zoning district in the TOC area where office uses are permitted, and the results for each zone are summed to result in the weighted average required minimum commercial office intensity.

Step 5: Calculate the Average Maximum Commercial Office Space Intensity Allowed by Zoning in the TOC Area

A jurisdiction must demonstrate that, if it has adopted a maximum commercial office intensity standard, the average maximum allowable zoning intensity for commercial office space in the TOC area meets or exceeds the adopted TOC Policy threshold for its transit tier shown in **Table 7**.

Table 7: Average Maximum Zoning Intensity Threshold for Commercial Office Development

Level of Transit Service	***Threshold for Average Maximum Zoning Intensity for Commercial Office Space (FAR)***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San Jose)	8 or higher
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	6 or higher
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	4 or higher
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	3 or higher

Notes:

1. For mixed-use projects that include a commercial office component, this figure shall not be less than the equivalent of the applicable allowed or permitted FAR standard.
2. The allowable densities are consistent with PBA 20505 modeling for Strategy EC4 (see Forecasting and Modeling Report, pp. 57-58).

Table 8 is an equivalency table for zoning districts where maximum allowable intensity is expressed using height rather than FAR. The equivalencies in Table 8 are “default” values based on sample projects. Jurisdictions are encouraged to develop their own equivalency tables based on actual projects within the TOC area or nearby, subject to approval by MTC.

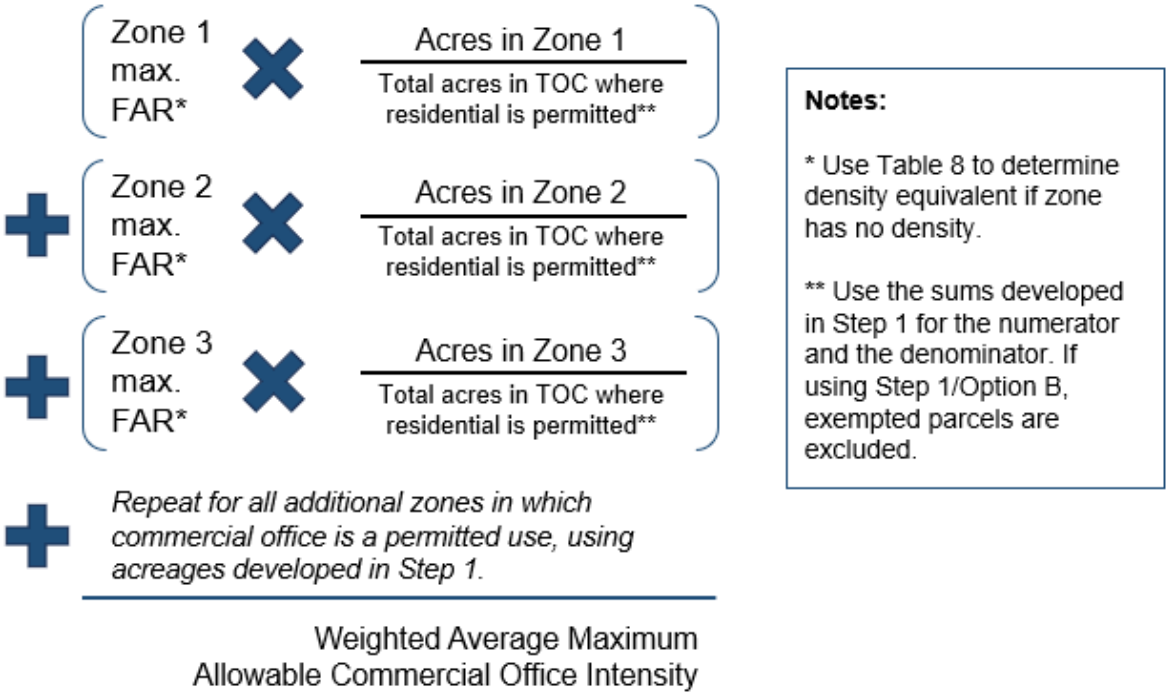
Table 8: Equivalency Table for Maximum Zoning Intensity for Office <u>(only for use in zones with no Floor Area Ratio [FAR] standard)</u>

If there is no FAR standard, but the maximum height allowed is...	***…then use this as the equivalent FAR***
Less than 25′	0.3
25′ to 34.9′	1.0
35′ to 44.9′	1.5
45′ to 54.9′	2.0
55′ to 64.9′	3.0
65′ to 79.9′	4.0
80′ to 99.9′	5.0
Add 1.0 FAR for each 15’ from 100’ upward	

Jurisdictions may have zoning districts in which mixed-use or residential projects are allowed a higher maximum intensity than projects that are 100 percent office. For example, a zone may allow a maximum FAR of 2.0 for a 100 percent office project but allow a 4.0 FAR for a residential or mixed-use project. In such instances, the higher maximum may be used when preparing the calculations. This recognizes the underlying intent of the TOC Policy, which is to incentivize zoning that supports higher building intensity in TOC areas.

Once an FAR or FAR equivalent has been assigned to each zone, the weighted average is determined. **Figure 4** illustrates the formula for this calculation.

<u>Figure 4: Calculation of Average Maximum Allowable Commercial Office Zoning Intensity</u>



As shown in Figure 4, to calculate the average maximum allowable commercial office zoning intensity for the TOC area, the total number of acres in each zone to be included (shown as Zone 1, Zone 2, etc.) is divided by the total number of acres in the TOC area where office uses are permitted. The sums developed in Step 1A(ii) are used for the numerator and denominator. If using Option B for Step 1, exempted parcels are excluded.

This result is then multiplied by the maximum intensity for that zone. If the zone has no FAR standard but does have maximum heights, use Table 8 to determine the FAR equivalent. This process is repeated for each zoning district in the TOC area where office uses are permitted, and the results for each zone are summed to result in the weighted average required allowable maximum commercial office intensity.[10]

General Guidance and Special Circumstances for Average Density and Intensity Calculations

Parcels Bisected by the ½-Mile TOC Area Boundary

If a parcel is bisected by the TOC area's ½-mile boundary, only the portion of the parcel within the ½-mile TOC area buffer is counted toward the weighted average density. At MTC staff's discretion, the entirety of a bisected parcel can contribute to the TOC area's weighted average density if local jurisdiction staff demonstrate the importance of the parcel for achieving TOC Policy goals.

Mixed-Use Districts: Parcels to Include

Parcels in mixed-use zoning districts that allow both residential and commercial office as permitted uses should be counted in calculations of average residential density and then again in calculations of average commercial office intensity for each TOC area. No assumptions about the mix of uses are necessary on mixed-use parcels—simply report the minimum and maximum density or FAR permitted by zoning in each case. In cases where zoning establishes lower minimum and maximum FARs for projects that are entirely office than it does for mixed-use or residential projects, the higher minimum and allowable maximum FARs may be used in the calculation of the average commercial office intensity.

SB 6 (2022, Caballero)/AB 2011 (2022, Wicks)

SB 6 and AB 2011 allow residential uses by right in some commercial zoning districts. For the purposes of the minimum and maximum average density calculations, residential uses should only be counted in a commercial zone if they are expressly listed as a permitted use in the zoning regulations. Jurisdictions are encouraged to amend their zoning codes to list residential as permitted in those zones affected by SB 6 and AB 2011.

[10] Maximum FAR (intensity) thresholds are based on the potential maximum for a given site; this may vary from site to site in areas where Precise Plans or Specific Plans are in effect.

Planned Unit Development or Planned Development (PD) Districts

For parcels in zoning districts where densities are determined through a subsequent project-level planning process (e.g., Planned Unit Developments), or were previously determined through such a process, the jurisdiction may use the densities and intensities in its General Plan. The jurisdiction also has the option of using any minimum and maximum densities/intensities that were established when the PD was created. To use a minimum density, the relevant Plan must require that development occur at or above the minimum.

Developer Agreements

If a jurisdiction has a developer agreement in place in the TOC area prior to January 1, 2024, and local staff are concerned about the impact on TOC Policy compliance, the jurisdiction should contact MTC staff for assistance. However, jurisdictions will not be able to seek flexibility or exemptions for TOC compliance for developer agreements established after January 1, 2024.

Overlay Zones

For parcels to which a base zone and overlay zone apply, a jurisdiction may include any supplemental density and intensity permitted by the overlay zone when calculating the average maximum allowable density/intensity, provided the overlay permits the residential or office use as a permitted use in a non-discretionary way (comparable to the base zone). If an overlay establishes higher minimum densities than the base zone, the same allowance applies, and the overlay minimum may be used in calculating the average minimum density/intensity.

Density Bonuses

For parcels subject to state density bonus law, the TOC Policy density requirements apply to the base zoning (i.e., state density bonuses cannot be considered for meeting the TOC Policy's thresholds for minimum density or allowable maximum density).

Section 2: Affordable Housing Production, Preservation, and Protection Policies and Commercial Stabilization Policies

Summary of TOC Policy Requirements

A jurisdiction will fulfill the Affordable Housing and Commercial Stabilization requirements by selecting from the menu of options in **Table 9** the policies that best meet local needs. To comply, a jurisdiction must adopt at least:

- **Two policies for each of the "3Ps"**—affordable housing production, preservation, and protection.

- **One policy related to commercial stabilization**, unless the jurisdiction can document there are no potential impacts to small businesses and/or community non-profits.

A jurisdiction may meet the requirements with existing adopted policies or as needed, adopt new policies by the TOC Policy compliance deadline. **Appendix A** describes each of the policy options in more detail and outlines the specific minimum standards a jurisdiction's policy must meet to comply with TOC Policy requirements. Compliance with TOC housing policy requirements should be completed in conformance with relevant federal and state laws, including a jurisdiction's duty to affirmatively further fair housing.

For each of the "3Ps" policies selected to comply with TOC Policy requirements, the jurisdiction must also include a brief explanation for how the policy addresses the jurisdiction's Regional Housing Needs Allocation (RHNA) and/or other housing needs as identified in the jurisdiction's Housing Element.

Table 9: Affordable Housing and Commercial Stabilization Policy Options

	Affordable Housing Production Policy	***Affordable Housing Preservation Policy***	***Affordable Housing Protection and Anti-Displacement Policy***	***Commercial Stabilization Policy***
	Select at least 2 policies	***Select at least 2 policies***	***Select at least 2 policies***	***Select at least 1 policy***
1.	Inclusionary Zoning	Funding to Preserve Unsubsidized Affordable Housing	"Just Cause" Eviction	Small Business and Non-Profit Overlay Zone
2.	Affordable Housing Funding	Tenant/Community Opportunity to Purchase	No Net Loss and Right to Return to Demolished Homes	Small Business and Non-Profit Preference Policy
3.	Affordable Housing Overlay Zones	Single-Room Occupancy (SRO) Preservation	Legal Assistance for Tenants	Small Business and Non-Profit Financial Assistance Program
4.	Public Land for Affordable Housing	Condominium Conversion Restrictions	Foreclosure Assistance	Small Business Advocate Office
5.	Ministerial Approval	Public/Community Land Trusts[1]	Rental Assistance Program	
6.	Public/Community Land Trusts[1]	Funding to Support Preservation Capacity	Rent Stabilization	
7.	Development Certainty and Streamlined Entitlement Process	Mobile Home Preservation	Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities[2]	

	Affordable Housing Production Policy	***Affordable Housing Preservation Policy***	***Affordable Housing Protection and Anti-Displacement Policy***	***Commercial Stabilization Policy***
8.		Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities[2]	Tenant Relocation Assistance	
9.			Mobile Home Rent Stabilization	
10.			Fair Housing Enforcement	
11.			Tenant Anti-Harassment Protections	

Notes:

1. This policy may fulfill either the housing production or preservation requirement, but not both.
2. This policy may fulfill either the housing preservation or protection requirement, but not both.

Geography for Policy Applicability

At minimum, policies must apply in all TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). Some policies detailed in Appendix A have additional, policy-specific geographic applicability considerations.

Limits on Housing Policies Eligibility to Meet TOC Policy Requirements

As noted in Table 9 and Appendix A, there are two cross-cutting policies that appear in multiple places in the menu of options:

- *Public/Community Land Trusts* can be used to meet the requirement for Production <u>or</u> Preservation policies, <u>but not both</u>.
- *Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities* can be used to meet the requirement for Preservation <u>or</u> Protection policies, <u>but not both</u>.

Additionally, three of the Production policy options have overlapping minimum requirements. For these policies, a jurisdiction will only receive credit toward the TOC Policy requirements for one of the overlapping policies and the jurisdiction may elect which policy. As noted in Appendix A, the policies for which this restriction applies are:

- Production Policy 3: Affordable Housing Overlay Zones
- Production Policy 5: Ministerial Approval
- Production Policy 7: Development Certainty and Streamlined Entitlement Process

References to State Laws

In some cases, the descriptions of housing policy options included in the TOC Policy refer to existing state laws. The laws listed may not represent all laws that are relevant to the policy topic. MTC may adjust the requirements for complying with the TOC Policy over time in response to any changes to state law.

Policy Options Requiring Funding Commitments

Several of the affordable housing policy options require a specified financial commitment from a local jurisdiction. The minimum financial commitments reflect the fact that an effective housing program will have minimum staffing and related costs, below which meaningful impact is unlikely. The policy options that require a funding commitment are:

- Production Policy 2: Affordable Housing Funding
- Production Policy 6: Public/Community Land Trusts
- Preservation Policy 1: Funding to Preserve Unsubsidized Affordable Housing
- Preservation Policy 5: Public/Community Land Trusts
- Preservation Policy 6: Funding to Support Preservation Capacity
- Preservation Policy 8: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities (if choosing the option to create a loan/grant program for low-income homeowners)
- Protection Policy 3: Legal Assistance for Tenants
- Protection Policy 4: Foreclosure Assistance
- Protection Policy 5: Rental Assistance Program
- Protection Policy 7: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities (if choosing the option to create a loan/grant program for landlords)
- Protection Policy 10: Fair Housing Enforcement

Guidelines for Demonstrating Projected Funding Meets Requirements

For any of the policies listed above to comply with the TOC Policy, a jurisdiction must demonstrate it has a program with secured funding above a minimum threshold.[11] The minimum funding thresholds represent a total amount for a four-year period aligning with the relevant four-year OBAG cycle. For jurisdictions seeking TOC Policy

[11] Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

compliance for OBAG 4, the four-year funding period is anticipated to correspond to the years 2026 through 2030. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.

MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC.

Guidelines for Counting Existing Funds or Past Expenditures Toward Requirements

Jurisdictions that have an existing funding balance for a program corresponding to one of the above policy options may count existing funds toward the required total so long as funds are available for expenditure during the relevant four-year OBAG cycle. Jurisdictions that have expended funds for a program corresponding to one of the above policy options prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:

- The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an affordable housing project that will be constructed during the OBAG 4 cycle sometime between 2026 and 2030).

  AND/OR
- The funds are expended after January 1, 2025.

Jurisdiction Tiers for Funding Amounts

In recognition of the variation in Bay Area jurisdictions' housing needs and funding capacity, there are seven different tiers to determine the minimum amount of funding a jurisdiction must provide over a four-year period for each policy option requiring a funding commitment (if that policy is selected by the jurisdiction to meet TOC Policy requirements). The tiers are based on the jurisdiction's combined 2023-2031 RHNA for very low- and low-income units. The tiers, and the associated minimum funding commitment, are shown in **Table 10** below. See **Appendix B.** for a list of the jurisdictions in each Funding Tier.

For the policies in the Protection category, the required funding amount by tier can be split among any two of the four policies, but the jurisdiction will only receive credit for one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on fair housing enforcement and $70,000 on a rental assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on a single policy, such as rental assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.

Table 10: Minimum 4-Year Funding per Policy by Tier

Tier	***Production***	***Preservation***	***Protection***
	2. Affordable Housing Funding, 6. Public/Community Land Trusts	1. Funding to Preserve Unsubsidized Affordable Housing, 5. Public/Community Land Trusts	3. Legal Assistance for Tenants, 4. Foreclosure Assistance, 5. Rental Assistance Program, 10. Fair Housing Enforcement
A	$1,000,000	$500,000	$100,000
B	$1,400,000	$600,000	$200,000
C	$2,000,000	$700,000	
D	$3,000,000	$900,000	$300,000
E	$4,000,000	$1,200,000	
F	$8,000,000	$2,400,000	$400,000
G	$40,000,000	$8,000,000	$1,000,000

Though Preservation Policy 6 (Funding to Support Preservation Capacity) requires a funding commitment, the minimum funding requirement is not a set dollar amount that varies across the tiers listed above. Instead, jurisdictions seeking credit for this policy need to demonstrate their funding programs have secured funding able to support project management staffing for a minimum of four years at approximately 0.5 full-time equivalent (FTE).

Additionally, Preservation Policy 8/Protection Policy 7 (Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities) have multiple options to achieve compliance, one of which is a loan/grant program for home repairs and addressing habitability issues in rental housing. Though these policy options require the jurisdiction to fund these programs, a minimum funding amount is not specified. However, the option for Preservation Policy 8 requires a minimum loan/grant of $10,000 per low-income homeowner assisted by the program.

Allowable Sources for Policies Requiring Funding

Funding for some of the policy options must be locally generated, while other policy options do not have restrictions on the sources used to fund a program. The following policies representing investments in the physical production and preservation of affordable housing require funding to be locally generated:

- Production Policy 2: Affordable Housing Funding
- Production Policy 6: Public/Community Land Trusts
- Preservation Policy 1: Funding to Preserve Unsubsidized Affordable Housing
- Preservation Policy 5: Public/Community Land Trusts

The following restrictions and guidelines apply when considering whether a funding source counts as “locally generated”:

- Potential local funding sources include commercial linkage fees, housing impact fees (but see note below if the impact fees are part of an inclusionary zoning ordinance), taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
- Jurisdictions may include county or regional bond funds expended with the jurisdiction’s participation on affordable housing projects within its boundaries.
- Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
- In-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
- If a jurisdiction is using inclusionary zoning (Production Policy 1) for the TOC Policy’s production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums. If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted.
- Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is not counted as local funding.

The following policy options representing programmatic investments do not have restrictions on how a program is funded:

- Preservation Policy 6: Funding to Support Preservation Capacity
- Preservation Policy 8: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities (if choosing the option to create a loan/grant program for low-income homeowners)
- Protection Policy 3: Legal Assistance for Tenants
- Protection Policy 4: Foreclosure Assistance
- Protection Policy 5: Rental Assistance Program
- Protection Policy 7: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities (if choosing the option to create a loan/grant program for landlords)
- Protection Policy 10: Fair Housing Enforcement

Option for Local Jurisdiction Collaboratives to Meet TOC Policy Requirements

MTC will allow implementation of affordable housing and commercial stabilization policies through collaboratives that involve more than one jurisdiction partnering to manage policy implementation. Implementation through a collaborative is intended to reduce administrative costs for local jurisdictions and increase efficiency of program delivery. This option may be particularly beneficial for smaller jurisdictions (those in Tiers A to D above) or medium-sized jurisdictions (those in Tiers E and F above).

Implementing a policy through a collaborative generally does not change the minimum requirements for each participating jurisdiction. However, a jurisdiction can receive a 10 percent reduction in the funding requirement for its individual financial contribution to collaborative implementation. For example, a city that transfers funds to its county to administer a tenant rental assistance program can contribute 10 percent less than the funding threshold in Table 10, as long as the county operates the program in accordance with the standards in Appendix A.

Target Policies for Collaboratives

MTC specifically anticipates that the policies below will benefit from collaborative implementation. However, jurisdictions may use a collaborative to implement any of the affordable housing and commercial stabilization policies, subject to MTC approval.

Production: 2. Affordable Housing Funding and 6. Public/Community Land Trusts.

Preservation: 1. Funding to Preserve Unsubsidized Affordable Housing, 5. Public/Community Land Trusts, 6. Funding to Support Preservation Capacity, and 8. Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities

Protection: 3. Legal Assistance for Tenants, 4. Foreclosure Assistance, 5. Rental Assistance Program, 7. Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities, and 10. Fair Housing Enforcement

Commercial Stabilization: 3. Small Business and Nonprofit Financial Assistance Program

Any jurisdiction intending to implement a TOC housing policy through a collaborative must provide MTC with documentation on the roles and responsibilities for the collaborative and jurisdiction, as well as a schedule of expected funding to the collaborative. MTC may request additional information on collaboratives.

Relationship to HCD's Prohousing Program

The California Department of Housing and Community Development has a Prohousing Designation Program that provides incentives to jurisdictions that have policies to support increased housing production. While there are similarities between the requirements for a Prohousing Designation and the TOC Policy, there is not sufficient consistency between the policy options and other requirements for a jurisdiction that has received the Prohousing Designation from HCD to automatically meet TOC Policy requirements for affordable housing production policies.

Table 11 provides information on which Prohousing Designation policies correspond to the affordable housing production policy options for the TOC Policy. If jurisdictions are currently applying for or planning to apply for HCD's Prohousing Designation, they should consider committing to policies in their Prohousing Designation application that would also achieve TOC Policy compliance. Importantly, policies adopted for the Prohousing Designation would also need to meet the minimum requirements detailed in Appendix A of the TOC Policy Administrative Guidance.

Table 11: Overlap Between HCD Prohousing and TOC Policy Affordable Housing Production Policy Options

Affordable Housing Production Policy Options for TOC Policy	***Policy Options for HCD Prohousing Designation***
Production Policy 2: Affordable Housing Funding	Category 4A: Establishment of local housing trust funds
	Category 4E: Directed residual redevelopment funds to affordable housing.
	Category 4F: Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source.
	Category 4G: Prioritization of local general funds for affordable housing.
Production Policy 3: Affordable Housing Overlay Zones	Category 1D: Density bonus programs which exceed statutory requirements by 10 percent or more.
Production Policy 4: Public Land for Affordable Housing	Category 4C: A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to lower income households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.
Production Policy 5: Ministerial Approval	Category 2A: Establishment of ministerial approval processes for a variety of housing types, including single-family and multifamily housing.

Affordable Housing Production Policy Options for TOC Policy	***Policy Options for HCD Prohousing Designation***
Production Policy 7: Development Certainty and Streamlined Entitlement Process	Category 2D: Establishment of permit processes that take less than four months.
	Category 2E: Absence or elimination of public hearings for projects consistent with zoning and the general plan.
	Category 2F: Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.
	Category 2L: Limitation on the total number of hearings for any project to three or fewer.

Submitting Required Documentation

For each policy a jurisdiction selects to meet the minimum number required for TOC Policy compliance, the jurisdiction must provide a document or website link that provides the adopted policy or relevant municipal code section. The jurisdiction must also confirm that it meets the minimum requirements established for each policy, which are described in more detail in **Appendix A**. Local jurisdictions must submit all documents electronically.

Section 3: Parking Management

Summary of TOC Policy Requirements

The purpose of the TOC Policy parking management requirements is to further support reducing automobile trips and prioritizing the limited land area near transit for other shared transportation modes and active transportation. Parking management is a key complement to residential and commercial density increases that support higher transit ridership on the region's existing and planned fixed-guideway transit investments.

For compliance with the TOC Policy, MTC will focus on a jurisdiction's compliance with the parking standards (**Table 12**). To support limits on off-street parking for new development, one or more additional policies or programs that address parking management must also be in place. These may be one of the policies or programs listed below under *Complementary Policies for Parking Management*, or another policy or program aligned with the intent of the parking management requirement. For policies or programs that are not one of those listed below, a jurisdiction must explain how the policy or program addresses parking demand management in the TOC area.

Parking Standards for New Residential or Commercial Development

Off-street vehicle parking standards for new residential or general and neighborhood-serving commercial development (e.g., office, retail, and service businesses) must meet the applicable standards for its Transit Tier listed in **Table 12**, including:

- No minimum automobile parking requirement in most Transit Tiers for new residential or commercial development.[12]
- For parcels on which residential development[13] is allowed:
  - The applicable maximum automobile parking per dwelling unit ratio
  - At least one secure bicycle parking space per dwelling unit.
- For parcels on which commercial development is allowed:
  - The applicable maximum automobile parking per 1,000 square foot ratio.
  - At least one secure bicycle parking space per 5,000 occupied square feet for **commercial office**.
- For parcels on which both residential and commercial development are allowed:
  - The sum of the applicable maximum automobile parking per dwelling unit and the applicable maximum automobile parking per 1,000 square feet.
  - At least the sum of one secure bicycle parking space per dwelling unit plus one secure bicycle parking space per 5,000 occupied square feet for **commercial office**.
- Allow unbundled parking.[14,15]
- Allow shared parking between different land uses.[16]

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[12] The TOC Policy does not have a requirement related to minimum parking for Tier 4 TOC areas. However, jurisdictions must comply with applicable state law prohibiting parking minimums, such as AB 2097.

[13] Residential developments permitted in commercial zones through AB 2011 should follow the applicable TOC standards for residential development, not commercial development.

[14] Unbundling parking means separating the cost of leasing a parking space from the sale or rental price of residential and commercial uses.

[15] For jurisdictions in Alameda County or Santa Clara County, AB 1317 (2023) requires unbundled parking in new residential developments with 16 or more units that are issued a certificated of occupancy after January 1, 2025. See California Civil Code Section 1947.1 for more information.

[16] AB 894 (2023) requires jurisdictions to allow entities with underutilized parking to share their underutilized parking spaces with the public, local agencies, or other entities, if those entities submit a shared parking agreement. See California Government Code Section 65863.1 for more information.

Table 12: TOC Policy Parking Management Requirements

Level of Transit Service	***New Residential Development***	***New Commercial Development***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San José)	Parking minimum requirements not allowed. Parking maximum of 0.375 spaces per unit or lower.	Parking minimum requirements not allowed. Parking maximum of 0.25 spaces per 1,000 square feet or lower.
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	Parking minimum requirements not allowed. Parking maximum of 0.5 spaces per unit or lower.	Parking minimum requirements not allowed. Parking maximum of 1.6 spaces per 1,000 square feet or lower.
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	Parking minimum requirements not allowed. Parking maximum of 1.0 spaces per unit or lower.	Parking minimum requirements not allowed. Parking maximum of 2.5 spaces per 1,000 square feet or lower.
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	Parking maximum of 1.5 spaces per unit or lower.	Parking maximum of 4.0 spaces per 1,000 square feet or lower.
All Tiers	Minimum of 1 secure bicycle parking[17] space per dwelling unit.[18]	Minimum of 1 secure bicycle parking space per 5,000 square feet for commercial office.

The TOC Policy's off-street parking standards do not supersede other applicable requirements for parking for people with disabilities that are required by the California Building Code, or other state or federal laws, or off-street parking for deliveries. While not specified in the TOC Policy, in addition to accommodating conventional bicycles in the bicycle parking requirement, bicycle parking spaces should consider specifications that will also accommodate cargo and electric bicycles (e-bikes).

Note Regarding AB 2097 and Minimum Parking Standards

The TOC Policy and AB 2097 have similar provisions with respect to parking minimums. Broadly speaking, AB 2097 prohibits a public agency from imposing or enforcing parking minimums on any residential, commercial, or other development project located within a ½-mile of a major transit stop. For the purposes of TOC Policy compliance,

[17] Secure bicycle parking should follow the Association of Pedestrian and Bicycle Professionals' *Essentials of Bike Parking Guidelines* as well as HCD's forthcoming update to the California Green Building Standards Code, per AB 2863 (2022).

[18] For a single building with more than 100 units, the jurisdiction can apply a ratio of one secure bicycle parking space for every four units to the number of units above 100. For example, a 140-unit building would need 110 bicycle parking spaces (100 + 0.25*40).

MTC staff will defer to local jurisdictions' interpretation of applicable state law (i.e., Government Code Section 65863.2) to determine which parcels are subject to the TOC Policy's parking management requirements. In other words, the parcels in a TOC area that a jurisdiction has determined are subject to Government Code Section 65863.2 must also meet the parking management requirements described in Table 12 above.

AB 2097 has an exemption process where a jurisdiction can impose minimum parking standards. For TOC Policy compliance, MTC encourages, but does not require, jurisdictions to forgo this exemption process.

Complementary Policies for Parking Management

In addition to complying with the off-street parking standards, a jurisdiction must adopt at least one of the policies or programs from MTC/ABAG's Parking Policy Playbook listed below to address transportation demand management (TDM) and curb management in TOC areas that complement the Policy's required parking standards:

- **TDM Policy for New Development**: require provision and enforcement of transportation demand management (TDM).
- **Curb Strategy/Management**: Priority curb access based on variable need.
- **Parking Benefit District (PBD)**: Invest parking revenues into a PBD to fund streetscape, safety, and TDM programs.
- **Demand-Responsive Pricing**: Price parking according to level of convenience and demand.
- **Priced Parking**: Adding priced parking where it used to be free.

TDM and curb-management policies or programs may apply to either the TOC area or jurisdiction-wide.

Submitting Required Documentation

Parking Standards for New Residential or Commercial Development

A jurisdiction must document its off-street parking requirements for new residential and commercial uses and its requirements for secure bicycle parking for new multifamily residential and office development in locations subject to the TOC Policy, including the citation for the municipal code or ordinance codifying such requirements.

Vehicle Minimum Parking Standards

A jurisdiction has three options for meeting the TOC Policy's requirement related to minimum parking standards:

1. **Confirmation of Compliance with AB 2097:** Local jurisdiction staff can attest that their jurisdiction complies with AB 2097. A jurisdiction that complies with AB 2097 is deemed in compliance with the TOC Policy's requirement related to minimum parking standards.

2. **Resolution of Compliance with AB 2097**: A jurisdiction is encouraged, but not required, to pass a resolution confirming compliance with AB 2097 and stating it will not seek exemptions from AB 2097 for Tier 1, Tier 2, and Tier 3 TOC areas.[19]
3. **Ordinance to Remove Parking Minimums**: A jurisdiction may adopt an ordinance that removes parking minimum requirements for Tier 1, Tier 2, and Tier 3 TOC areas. This prohibition could also be incorporated into an overlay zone or changes to the jurisdiction's use table or chapter that is adopted to address the TOC Policy's parking maximums (see below).

Vehicle Maximum Parking Standards

A jurisdiction must show that its adopted parking maximums cover at least the ½-mile TOC area (if the policy does not apply jurisdiction-wide) and meet the TOC Policy's standards for the TOC area's transit tier. If the jurisdiction's parking maximums are not expressed as parking spaces per unit (e.g., instead there are parking maximums per bedroom), a jurisdiction may propose an alternative method of demonstrating compliance subject to MTC staff approval. This alternative method may include, but is not limited to, proposing an equivalency calculation that translates the local maximum into spaces per unit.

There are two approaches for meeting the TOC Policy's maximum parking standards:

1. **Adopt an overlay zone or updates to a parking use table or chapter:** A jurisdiction must have an adopted policy that includes parking maximums for residential and commercial uses that meet TOC standards and that clearly defines the geography to which the standards apply. Defining the geography and maximum parking standards can be done by creating an overlay zone or by amending the jurisdiction's parking use table or chapter for development within TOC areas. As the TOC Policy parking maximums vary based on a TOC area's transit tier, a jurisdiction with multiple TOC areas may need to specify several combinations of geography/parking maximums. Optionally, a jurisdiction may choose to include language that removes parking minimum requirements for Tier 1, Tier 2, and Tier 3 TOC areas (as described in Option 3, above).

   A local jurisdiction must provide municipal code citations for the adopted overlay zone or parking use table/chapter that clearly demonstrate that the vehicle parking maximums for residential and commercial uses meet TOC thresholds for the TOC area's transit tier and that those standards apply to, at minimum, the entire ½-mile TOC area.

2. **Adopt a parking district, station area cap or other methods that limit parking:** Standards may apply to individual projects or may be met through the creation of a parking district that provides shared vehicle parking for multiple land

[19] Per TOC policy, a jurisdiction may require parking minimums in Tier 4 TOC areas.

uses within an area. For example, a specific or area plan may determine an overall total amount of new, off-street parking that may be constructed in the area. Some development projects may provide more off-street parking, while others may provide less off-street parking, or parking may be shared between multiple new uses. In such cases, the total amount of new off-street parking to be built should be equivalent to or less than the TOC Policy's parking standards.

For parking districts or other types of area-wide approaches to parking management, a jurisdiction must provide any relevant plans or policies as well as calculations showing the approach will result in creation of the same or less new off-street parking than the TOC Policy's parking maximum requirements. The calculations could use assumptions about future buildout (e.g., from a recently completed plan and/or EIR) and the parking permitted in the district to allow for a comparison to the TOC Policy parking maximum requirements.

Minimum Bicycle Parking Standards

A local jurisdiction must provide municipal code citations for an adopted overlay zone or parking use table/chapter that clearly demonstrate that the minimum bicycle parking standards for residential and commercial uses meet TOC thresholds for, at minimum, the entire ½-mile TOC area.

Unbundled and Shared Parking

For unbundled and shared parking, a local jurisdiction must document and provide citations for the adopted plans, policies, and/or municipal code or ordinance allowing unbundled and shared parking. Further detail on unbundled and shared parking is provided in the MTC/ABAG Parking Policy Playbook.

Complementary Policies for Parking Management

A local jurisdiction must also document and provide citations for the adopted plans, policies, and/or municipal code or ordinance for one or more of the policies or programs from the MTC/ABAG Parking Policy Playbook listed above that apply either to the geographic area where the TOC Policy applies or jurisdiction-wide.

Available Resources for Parking Management
The MTC/ABAG Parking Policy Playbook provides detailed guidance and practical tools, such as sample policy language, about how to implement policy changes related to parking, transportation demand management (TDM), and curb management.

Section 4: Station Access and Circulation

Summary of TOC Policy Requirements

In coordination with transit agencies and other mobility service providers, community members, and other stakeholders, a jurisdiction must complete the following in all TOC areas:

- **Adopt a jurisdiction-wide Complete Streets Policy.**
- **Prioritize implementation of "All Ages and Abilities" active transportation projects on the regional Active Transportation Network, as stated in the MTC Complete Streets Policy[20] and/or any relevant Community Based Transportation Plans** within the TOC area in its capital improvement program (CIP) or other adopted plan or program that lists the jurisdiction's funding and implementation priorities.
- **Complete an access gap analysis and accompanying capital and/or service improvement program for station access** from destinations within a 10-minute travel time (accounting for differences in travel speed and time for people who use wheelchairs or other mobility aids), and 15-minute bicycle or bus/shuttle trip either as a separate study or analysis or as part of a specific or area plan, active transportation plan, transit agency station access plan, or other transportation plan or study that, at a minimum, includes the following:
    - The geographic area that can currently be accessed via a 10- or 15-minute trip by these modes,[21] with particular focus on access to Equity Priority Communities and other significant origins and/or destinations.
    - Infrastructure and/or service improvements that would expand the geographic area that can be accessed via a 10- or 15-minute trip by these modes.
    - Incorporation of recommended improvements into a capital improvement or service plan for the local jurisdiction and/or transit agency (if applicable).
- **As all TOC areas are also MTC Mobility Hub locations, identify opportunities for Mobility Hub planning and implementation as described in the Mobility Hub Implementation Playbook.** For transit lines where stops or stations are more closely spaced (e.g., less than ½-mile apart) such as light rail or bus rapid transit facilities, planning and implementation for Mobility Hubs may be done on a corridor-wide basis rather than for each individual stop or station. Additionally, recognizing that not all light rail or bus rapid transit stops/stations will receive enhancement treatments, locations that are transfer points for at least two different transit systems or major activity centers should be the focus.

[20] See MTC Resolution No. 4493.
[21] This generally equates to a 0.5-mile walk shed and 1.5-mile bike shed.

Submitting Required Documentation

Complete Streets:

A jurisdiction with an adopted Complete Streets (CS) Policy is considered compliant for the complete streets policy requirement. MTC has documented jurisdiction CS Policies through its One Bay Area Grant (OBAG) Program, most recently compiled in 2015. If a jurisdiction has updated its CS Policy since 2015, it should submit or include a link to the updated CS Policy.

A jurisdiction submitting a transportation project for regional funding that is located in the public right of way must be compliant with MTC's updated Complete Streets Policy, Resolution 4493. This requires the submission of a Complete Streets Checklist.

Project Prioritization/Implementation:

To demonstrate that it has prioritized implementation of active transportation projects and/or projects from MTC's Community-Based Transportation Planning Program within the TOC area, a jurisdiction must submit at least one of the following:

- Capital Improvement Program with relevant projects identified.
- Projects funded or submitted for funding (e.g., OBAG, ATP, etc.) within the past five years.
- Other funding or implementation plans that include relevant projects.

Access Gap Analysis:

To demonstrate that it has completed analysis or planning with a focus on improving 10- to 15-minute access to/from the TOC area (and connecting to Equity Priority Communities, if applicable), emphasizing capital or service improvements, a jurisdiction must submit at least one of the following:

- Adopted PDA, Specific, Precise or Area plan(s) that include a station access or circulation element (submit access/circulation element only, or include link to adopted plan with specific page numbers that reference access/circulation element).
- Transit agency station access plans.

However, if these plans have not been completed for the TOC area, a jurisdiction may submit:

- Adopted active transportation, bicycle or pedestrian plan(s) that include recommended access improvements to/from the TOC area.
- Applicable sections of General Plan Circulation Element that highlight specific elements that guide or inform station access improvements.

Jurisdiction-wide or county-wide documents such as active transportation, bicycle, pedestrian plans or General Plan Circulation Elements may only be submitted as evidence of compliance if they include details for specific improvements within the TOC area and should be noted upon submittal. MTC staff will work with local jurisdictions to streamline the process for verifying compliance in locations with overlapping TOC areas.

Mobility Hubs:

To comply with the Mobility Hub planning and implementation requirement, jurisdictions must submit any current plans or projects that enhance the TOC area as a community anchor enabling travelers of all backgrounds and abilities to access transit and other forms of shared transportation. Enhancements may include (but are not limited to) safety improvements, bike parking, electric charging infrastructure (bikes, scooters, carshare), public realm improvements (e.g., lighting, green infrastructure), information improvements (e.g., wayfinding, real-time information) or any other active transportation access improvements within the TOC area.

If the documents submitted to comply with the access requirements listed above contain plans for or implement these enhancements, they must be specifically noted to comply with this Mobility Hubs requirement; **OR**

List any current or prior funding application for MTC's Mobility Hub Program for the TOC area. Include the date of application submission.

MTC staff will work with local jurisdictions to streamline the process for verifying compliance in locations with overlapping TOC areas.

Available Resources for Station Access and Circulation

Complete Streets and Active Transportation

- MTC's Complete Streets webpage
- MTC's Regional Active Transportation Plan webpage
- MTC's Community-Based Transportation Plans webpage

Access Gap Analyses

- San Mateo Transit-Oriented Development Pedestrian Access Plan
- Irvington Station Area Plan, Access & Mobility Chapter
- Berkeley El Cerrito Corridor Access Plan

Mobility Hubs

- MTC's Mobility Hubs webpage
- MTC's Mobility Hubs Technical Assistance webpage

Appendix A: TOC Policy Housing and Commercial Stabilization Policy Requirements

Affordable housing policies are typically designed for specific income groups. MTC recognizes that different income and rent limits are imposed by different state and federal programs, and it is not the intent of the TOC Policy to create new requirements. This document generally refers to policies intended to target "lower-income" and/or "moderate-income" households. For reference, state law (Health and Safety Code, section 50079.5) defines "lower-income" as households earning less than 80% of Area Median Income (AMI), and state law (Health and Safety Code, section 50093) defines "moderate-income" as households earning between 80% and 120% of AMI. Where the TOC Policy or this document discuss policies serving lower-income households, jurisdictions are free to design policies that serve any income group earning less than 80% of AMI, including very low-income (30% to 50% of AMI) and extremely low-income (0% to 30% of AMI) households. Similarly, policies serving lower- and moderate-income households can serve any income group below 120% of AMI.

I. Affordable Housing Production Policy Options

To comply with the TOC Policy, a jurisdiction must adopt **at least two** of the affordable housing production policies listed below:

- Production Policy 1: Inclusionary Zoning
- Production Policy 2: Affordable Housing Funding
- Production Policy 3: Affordable Housing Overlay Zones
- Production Policy 4: Public Land for Affordable Housing
- Production Policy 5: Ministerial Approval
- Production Policy 6: Public/Community Land Trusts *(This policy may fulfill either the housing production or preservation requirement, but not both.)*
- Production Policy 7: Development Certainty and Streamlined Entitlement Process.

A jurisdiction may meet the requirements with existing adopted policies, or as needed, adopt new policies by the TOC Policy compliance deadline. At minimum, policies must apply in TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). See Section 2 of the guidance document for more information about these requirements.

Production Policy 1: Inclusionary Zoning

Description from TOC Policy Resolution: Requires that 15% of units in new residential development projects above a certain number of units be deed-restricted affordable to low-income[1] households. A lower percentage may be adopted if it can be demonstrated by a satisfactory financial feasibility analysis that a 15% requirement is not feasible.

Purpose

Inclusionary zoning requires new residential construction projects to contribute to a jurisdiction's affordable housing stock. Inclusionary zoning can enable jurisdictions to leverage private dollars for affordable housing, bringing affordable units online faster and in greater numbers than relying exclusively on public funding streams. Inclusionary zoning also helps ensure new affordable housing units are developed in the same neighborhoods as new market-rate development, furthering the goal of economic integration.

Typically, a city or county will adopt an inclusionary zoning policy to both add more affordable homes to its inventory and ensure lower-income households can live in high-opportunity neighborhoods where they would otherwise be priced out. Inclusionary zoning can be a method to address historic patterns of exclusion and segregation by ensuring housing is available for lower-wage workers, guarding against concentrations of poverty and affluence, and making it possible for lower-income households to live in higher-resource neighborhoods. An effective inclusionary zoning policy will establish affordability requirements and standards for affordable units, as well as provide incentives and compliance alternatives for developers.

Relevant State Law

AB 1505 (2017)

AB 1505 (2017) outlines state requirements for a jurisdiction's inclusionary zoning ordinance. The law requires jurisdictions to allow alternative means to comply with requirements, such as in-lieu fees, building affordable units off-site, or dedicating land for the construction of affordable housing. Under certain circumstances, the law also allows HCD to review a local ordinance that requires more than 15% affordable units.[2]

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's inclusionary zoning policy must meet the following minimum requirements:

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[1] In some contexts, state and federal agencies use the term "low-income" to refer to the more specific category of households earning between 50% of AMI and 80% of AMI. However, the use of the term "low-income households" in MTC Resolution No. 4530 is assumed to be synonymous with the broader category of "lower-income," or all households below 80% of AMI.

[2] For more information about Assembly Bill (AB) 1505 (2017) and the state legal framework governing inclusionary zoning policies, see *this memorandum prepared by the Public Interest Law Project*.

- The policy must apply to newly constructed residential or mixed-use residential projects. The policy must apply to ownership and rental units.
- The policy may exempt properties with fewer than 11 units, student housing, 100% affordable housing, senior housing, or other special housing types.
- The policy must require at least 15% of units be deed-restricted affordable housing units.
- For rental units, the policy's affordability requirements must require the income mix of affordable units to average out to 80% of AMI or less, with no affordable rental units available to households above 120% of AMI. For ownership units, the policy's affordability requirements must require the income mix of affordable units to average out to 120% of AMI or less, with no affordable ownership units available to households above 150% of AMI. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
- The policy may require less than 15% affordable units if:
    - The jurisdiction provides an analysis showing that an alternative requirement is economically equivalent to the 15% standard (for example, a policy that required fewer units at a deeper affordability level, such as 10% of units affordable to households earning less than 50% of AMI).

      OR
    - A financial feasibility analysis (completed within 24 months of the date that inclusionary zoning policy was adopted) found that a 15% requirement was not feasible.
- The policy may require more than 15% affordable units.[3]
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing or at least 45 years for ownership housing.
- Per state law, inclusionary zoning must allow for alternative means of compliance (e.g., paying in-lieu fees to support affordable housing development, building affordable units off-site, or dedicating land for the construction of affordable housing). For compliance with the TOC Policy, a jurisdiction with an in-lieu fee that typically results in a payment of less than $100,000 per affordable unit, must provide a justification for why the fee will result in at least as many restricted affordable housing units as would be required of a project providing onsite units.

[3] State Law (AB 1550) allows HCD to request a feasibility study for requirements greater than 15%, but does not require that such a feasibility study be completed prior to adoption of the ordinance.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- If the inclusionary zoning policy requires less than 15% affordable units, an analysis showing economic equivalency of the alternative standard (e.g., fewer units at deeper levels of affordability) or a financial feasibility analysis showing a 15% requirement is not feasible for the jurisdiction's local market conditions. MTC has developed a spreadsheet illustrating the analysis of economic equivalency. Jurisdictions may fill in the template spreadsheet or create/commission a comparable analysis to show that the jurisdiction's requirements are comparable to the cost of providing 15% of rental units affordable to 80% of AMI and/or 15% or ownership units to 120% of AMI.
- If the policy allows payment of an in-lieu fee, documentation (e.g., municipal ordinance citation or program guidelines) demonstrating that the fee will typically exceed $100,000 per required onsite affordable unit. MTC has developed a spreadsheet to help determine whether an in-lieu fee is equivalent to at least $100,000 per require onsite affordable unit. If the in-lieu fee paid per affordable unit is typically less than $100,000, the jurisdiction must provide an analysis showing the in-lieu fee will be sufficient to produce at least as many restricted affordable housing units as the number that would have been required for onsite compliance.
- A management plan that outlines procedures for annual monitoring to ensure residents are income-eligible and rents are consistent with program guidelines.

Production Policy 2: Affordable Housing Funding

Description from TOC Policy Resolution: Dedicated local funding for production of deed-restricted affordable housing.

Purpose

Dedicated, ongoing funding provided by local jurisdictions for the creation of deed-restricted affordable housing is a central piece of a comprehensive and inclusive affordable housing strategy. In addition to helping to make projects financially feasible, local financial support is a critical factor in securing outside subsidy. Without local funding, it can be difficult for projects to compete for the necessary state and federal funding. These funds are often collected into a housing trust fund or other dedicated account to be dispersed as subsidies and/or low-cost loans to developers. Effective affordable housing funding programs will pool and disperse funds, which are made available to developers through a single application process.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's affordable housing funding program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[4] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
- Funding must be locally generated.
    - Potential local funding sources include commercial linkage fees and housing impact fees, taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
    - Jurisdictions may include county or regional bond funds expended with the jurisdiction's participation on affordable housing projects within its boundaries.
    - Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
    - In-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can also be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
    - If a jurisdiction is also using inclusionary zoning (Production Policy 1) for the TOC Policy's production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums required for this affordable housing funding policy (Production Policy 2). If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted towards satisfying Production Policy 2.
    - **NOTE:** Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is **not** counted as local funding.
- Jurisdictions that have an existing balance in a housing funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed affordable housing funds prior to submitting final documentation for TOC Policy compliance may count expended funds

[4] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

toward the required total so long as at least one of the following conditions is met:

  - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an affordable housing project that will be constructed during the OBAG 4 cycle sometime between 2026 and 2030).

    AND/OR

  - The funds are expended after January 1, 2025.

- The program must establish a standard set of financing terms, including affordability requirements. The program's affordability requirements must define affordable units as rental housing available to lower-income households earning 80% of AMI or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should incentivize deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's financing terms if they are not included in an ordinance or other documents establishing the program. Financing terms must indicate the income limits/affordability levels and required affordability period, and the terms must identify a legal mechanism for enforcement of affordable housing requirements (e.g., deed restriction, regulatory agreement, etc.).
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Production Policy 3: Affordable Housing Overlay Zones

Description from TOC Policy Resolution: Area-specific incentives, such as density bonuses and streamlined environmental review, for development projects that include at least 15% of units as deed-restricted affordable housing; exceeds any jurisdiction-wide inclusionary requirements or benefits from state density bonus.

Purpose

Changes to local land use law and other regulatory reforms can both enable and incentivize the construction of affordable housing. Zoning incentives can increase the cost-effectiveness of building affordable homes. An Affordable Housing Overlay Zone (AHOZ) is a general term reflecting a variety of potential approaches that provide a package of incentives to developers who include units in their projects that are affordable to lower-income households. They are called "overlay" zones because they layer on top of established base zoning regulations, offering additional benefits to projects that increase the supply of affordable homes. AHOZ incentives may include increased density, relaxed height limits, reduced parking requirements, fast-tracked permitting, and exemptions from mixed-use requirements.

AHOZs are a mechanism through which cities can incentivize affordable housing development to specific zones. In addition, jurisdictions can expedite the approval and permit processes for affordable housing projects. Unlike inclusionary zoning policies that *require* either the building of affordable housing or the payment of an in-lieu fee, AHOZs are *optional* and incentive-based, offering developers key concessions in exchange for producing affordable housing. An effective AHOZ policy will provide meaningful incentives to projects that provide affordable housing and establish minimum affordability requirements at levels that reflect the jurisdiction's need.

Relevant State Laws

State Density Bonus Law

State law (California Government Code Chapter 4.3 Density Bonuses and Other Incentives) dictates that a developer who meets certain requirements is entitled to a density bonus, including up to a 50% increase in density depending on the amount of affordable housing provided, and an 80% increase for completely affordable projects. This law includes incentives such as reduced parking requirements and concessions for reduced setbacks and minimum square footage requirements.[5]

SB 35 (2017) and SB 423 (2023)

SB 35 (2017) dictates that a developer can request a streamlined, ministerial approval process for multifamily developments which include specified levels of affordable

[5] For more information, including the full density bonus chart that outlines the percentage density bonus given for each level of affordability, see this guide on state Density Bonus Law prepared by Meyers Nave Legal Services.

housing in jurisdictions that have not met their prorated Regional Housing Needs Allocation (RHNA). Projects that comply with the jurisdiction's objective design standards and existing zoning are exempt from California Environmental Quality Act (CEQA) review and public hearings. Depending on the number of units, the timeline for determining eligibility is either 60 or 90 days and the final decision must be issued between 90 and 180 days from application submittal.[6]

SB 423 (2023) extends SB 35's streamlined, ministerial approval process for qualifying multifamily developments until January 1, 2036. SB 423 also expands some provisions of SB 35, such as applying SB 35 to previously exempted coastal zone areas that are already zoned for housing.

Requirements for TOC Policy Compliance

Note: *Production Policy 3 (Affordable Housing Overlay Zones), Production Policy 5 (Ministerial Approval), and Production Policy 7 (Development Certainty and Streamlined Entitlement Process) are related and contain overlapping requirements. As a result, jurisdictions may only count one of these policies for the purpose of TOC compliance for production policies.*

To comply with the TOC Policy, a jurisdiction's AHOZ policy must meet the following minimum requirements:

- The AHOZ policy must offer incentives for projects with at least 15% affordable housing. The policy's required share of affordable units must exceed any jurisdiction-wide inclusionary zoning requirements and what is otherwise incentivized by state law for any given income category. The policy could incentivize any higher proportion of affordable housing up to and including 100% (e.g., only provide incentives to 100% affordable projects).
- To incentivize greater shares of affordability than otherwise incentivized by State Law, the AHOZ policy must provide qualifying projects with greater development potential in the form of:
    - Density bonus: the policy must offset greater affordability with residential density greater than what is available under the state Density Bonus Law.
    - Additional "concessions" or "incentives": the policy must provide qualifying projects with at least one additional "concession" or "incentive" than what is already available under the state Density Bonus Law. Incentives or concessions could include ministerial approval, some other form of streamlining, or modifications to other planning code requirements. Incentives and concessions must result in an actual and identifiable cost reduction for the project.

[6] For more information, see this fact sheet on Senate Bill 35 prepared by the City of San Leandro.

- The policy's affordability requirements must define affordable units as rental housing available to lower-income households earning 80% of AMI or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent and price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.

Production Policy 4: Public Land for Affordable Housing

Description from TOC Policy Resolution: Policies to prioritize the reuse of publicly owned land for affordable and mixed-income housing that go beyond existing state law, typically accompanied by prioritization of available funding for projects on these sites.

Purpose

High land costs can make it difficult to create new affordable housing for low- or moderate-income households, particularly in high-value, amenity-rich locations. Local jurisdictions can help overcome this obstacle by identifying public property (including surplus government agency property and tax delinquent/seized property) that can be repurposed for residential use and making it available to developers who commit to creating and maintaining ongoing affordability.[7] Utilizing public land can increase feasibility for developing affordable housing. Jurisdictions may donate land; sell land at a deep discount; or transfer land using a below-market, long-term ground lease to affordable housing developers or community land trusts. Jurisdictions can also incentivize the use of public land for affordable housing through zoning, fee waivers, and/or permit streamlining. This policy tool can be used effectively in all communities and is particularly important in communities where vacant land appropriate for residential use is scarce. Effective actions to prioritize the reuse of publicly owned land for affordable housing will include creating an inventory of publicly owned sites, noticing practices aimed towards maximizing affordable housing development, and collaboration with other public agencies.

Relevant State Law

Surplus Lands Act

The Surplus Lands Act (Government Code Sections 54220 – 54234) requires local agencies to make findings that property is either surplus or exempt surplus land before disposing of it. If the property is not exempt, the local agency must provide written

[7] For more information, see the brief "Use of publicly owned property for affordable housing" prepared by Local Housing Solutions.

notice to housing developers to give them the first chance to purchase and develop surplus agency-owned land for affordable housing. If one of these interested parties purchases the land, then at least 25% of units developed must be affordable. However, if 90 days pass without reaching an agreement with one of these interested parties, then the affordability requirement for whatever development occurs on the land is 15% if 10 or more residential units are developed. The Surplus Land Act also includes penalties for local agencies that violate the Act when disposing of surplus lands.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction must meet the following minimum requirements for prioritizing the reuse of publicly owned land for affordable housing:

- The jurisdiction must have a program or policy in the Housing Element that describes the redevelopment of publicly owned land for affordable housing and aligns with the other requirements described below.
    - In the absence of a Housing Element policy/program, the jurisdiction must adopt a public lands policy that includes a set of principles and standards for planning, leasing, and disposing of publicly owned land, as well as a program of implementation actions.
- The jurisdiction must provide evidence of a recent, ongoing, or planned housing development project on a public land site that meets the requirements of this policy. Though jurisdictions should prioritize affordable housing development on public land within the TOC area, a public lands project does not need to be within the TOC area to receive credit toward TOC Policy compliance.
    - If the jurisdiction does not have an ongoing or planned public lands project, staff must demonstrate that at least one publicly owned parcel in the jurisdiction has been deemed suitable for affordable housing development.
- If the recent, ongoing, or planned housing development project on a public land site is not on land owned by the jurisdiction, the jurisdiction must provide evidence of financial support for the project. Financial support could be a grant/loan to the project or an in-kind contribution in the form of waivers for building permit fees, impact fees, and other fees. At their discretion, MTC staff may allow a jurisdiction to count a non-monetary benefit provided to a project in lieu of financial support.
- For both rental and ownership projects, eligible developments on publicly owned land must exceed the Surplus Lands Act requirement to have at least 25% of units affordable to lower-income households earning 80% of AMI or less. Additional affordable units beyond the 25% for lower-income households can target both lower- and moderate-income households earning up to 120% of AMI. Jurisdictions should require higher percentages of affordable units and/or deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents

and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.

- Building on its Housing Element sites inventory and supplementary data provided by MTC/ABAG (if needed), the jurisdiction must create a comprehensive inventory of publicly owned sites to identify opportunities to produce affordable or mixed-income housing. The site inventory must include both land that qualifies as "surplus" under the Surplus Lands Act and other currently underutilized sites owned by the jurisdiction and other public agencies (e.g., state, county, and local agencies, as well as other public entities such as school districts).
- The jurisdiction must demonstrate it has dedicated staff or consultant time for monitoring and advancing the public lands program, including periodic review and evaluation of the inventory of publicly owned sites suitable for affordable housing development, outreach to affordable housing developers, and updates to City Council/Board of Supervisors.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A site inventory that meets the requirements described above.
- At least one of the following:
  - Documentation of a Housing Element policy/program for public land redevelopment that meets the standards described above.

    OR
  - An adopted public lands policy that meets the requirements described above.
- Evidence (such as an RFQ/RFP) of a recent, ongoing, or planned housing development project on public lands that meets the standards outlined above.
  - In the absence of an ongoing or planned public lands project, evidence that the jurisdiction has at least one publicly owned land site suitable for affordable housing development.
- Documentation of dedicated staff or consultant for monitoring and advancing the public lands program or project, including anticipated full-time equivalent (FTE).

Production Policy 5: Ministerial Approval

Description from TOC Policy Resolution: Grant ministerial approval of residential developments that include, at a minimum, 15% affordable units if projects have 11 or more units, or that exceed inclusionary or density bonus affordability requirements and do not exceed 0.5 parking spaces per unit.

Purpose

"Ministerial approval" means a process for development approval involving little or no subjective judgment by a public official or commission. A public agency or commission merely ensures the proposed development meets all the objective zoning standards, objective subdivision standards, and objective design review standards in effect at the time the application is submitted to the local government. Developments under ministerial approval are exempt from the California Environmental Quality Act (CEQA), which eliminates the costs and time for environmental review.[8] An effective ministerial approval policy will significantly reduce the turnaround time of housing projects by expediting the approval process, reduce development risk by providing more certainty in the approval process, and thereby lead to faster construction of housing with decreased carrying costs.

Relevant State Laws

SB 35 (2017) and SB 423 (2023)

Jurisdictions that have not met their pro-rated Regional Housing Needs Allocation (RHNA) targets must offer a streamlined (ministerial) approval process for multi-family developments per SB 35. The ministerial approval process applies to infill developments that comply with existing residential and mixed-use zoning and objective design standards. Affordability requirements vary depending on the jurisdiction's progress in meeting its RHNA targets or the submittal status of its Annual Progress Report. Developments of 10 units or fewer are not subject to the affordability requirements. Furthermore, jurisdictions cannot impose parking standards on developments within 0.5 miles of transit and other circumstances. While SB 35 only applies to jurisdictions that have not met their RHNA targets and for infill projects, language from SB 35 may be helpful for jurisdictions to include in their adopted ministerial approval policy.

SB 423 (2023) extends SB 35's streamlined, ministerial approval process for qualifying multifamily developments until January 1, 2036. SB 423 also expands some provisions of SB 35, such as applying SB 35 to previously exempted coastal zone areas that are already zoned for housing.

State Density Bonus Law

Government Code Chapter 4.3 Density Bonuses and Other Incentives states that eligible developments are entitled to a density bonus, including up to a 50% increase in density depending on the amount of affordable housing provided, and an 80% increase for completely affordable projects. This law includes incentives such as reduced parking requirements and concessions for reduced setbacks and minimum square footage requirements.[9]

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[8] For more information, see Caltrans' overview of Chapter 34 - Exemptions to CEQA.

[9] For more information, see this guide on the state Density Bonus Law prepared by Meyers Nave Legal Services, which includes the full density bonus chart that outlines the percentage density bonus given for each level of affordability.

Requirements for TOC Policy Compliance

Note: *Production Policy 3 (Affordable Housing Overlay Zones), Production Policy 5 (Ministerial Approval), and Production Policy 7 (Development Certainty and Streamlined Entitlement Process) are related and contain overlapping requirements. As a result, jurisdictions may only count one of these policies for the purpose of TOC compliance for production policies.*

To comply with the TOC Policy, a jurisdiction's ministerial approval policy must meet the following minimum requirements:

- For projects with 11 or more units, the policy must do **ONE** of the following:
  - Grant ministerial approval to any project where at least 15% of units are deed-restricted affordable housing units.

    OR
  - Grant ministerial approval for projects whose share of affordable units exceeds any existing local inclusionary zoning requirements and provides more affordable housing units or deeper affordability than would be required under state density bonus rules (given the bonus density obtained by the project).
- The policy's affordability requirements must define affordable units as rental housing available to lower-income households earning 80% of AMI or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.
- At minimum, jurisdictions must provide ministerial approval to projects with 11 or more units meeting the affordability standards described above. This does not preclude jurisdictions from applying ministerial approval to a broader range of projects, such as all multifamily housing regardless of affordability.
- Projects eligible for ministerial review cannot include more parking than is allowed by the parking space requirements outlined in Table 12 of MTC's TOC Policy Administrative Guidance.

Production Policy 6: Public/Community Land Trusts

Description from TOC Policy Resolution: Investments or policies to expand the amount of land held by public- and non-profit entities such as co-operatives, community land trusts, and land banks with permanent affordability protections. <u>This policy may be used to fulfill either the housing production or preservation requirement, but not both.</u>

Purpose

Community Land Trusts (CLTs) are typically nonprofit organizations that acquire and steward land on behalf of community members. They contribute to the affordable housing stock by maintaining land ownership to ensure the housing built on land they own remains affordable to future renters or buyers. Community control of land through CLTs has high potential to prevent displacement in a variety of housing markets and around transit.[10, 11]

Land banks are public authorities or non-profit organizations occasionally created through local ordinances to acquire, hold, manage, and sometimes redevelop property to return these properties to productive use to meet community goals, such as increasing affordable housing.[12, 13]

Housing cooperatives are democratically controlled corporations established to provide housing for members. Limited Equity Housing Cooperatives offer long-term affordable homeownership opportunities for low- and moderate-income households. The development of these types of cooperatives is often funded with a combination of private and public funds.[14]

The acquisition and rehabilitation of housing by CLTs, land banks, and cooperatives can help preserve a range of housing types, stabilize housing costs, and expand housing choice for low- and moderate-income households.[15] Support for CLTs, land banks, and cooperatives not only serves as an anti-displacement measure, but also represents a place-based community development strategy for disinvested neighborhoods and communities with concentrated poverty, as jurisdictions can provide funding for these entities to acquire and rehabilitate vacant and distressed properties or maintain existing affordable housing options. This policy intends to set aside funding for CLTs, land banks, and cooperatives to remove land from the speculative market and ensure long-term affordability.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's affordable housing production funding program focused on public/community land trusts must meet the following minimum requirements:

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[10] See Table 1. Literature Review Summary Table in White Paper on Anti-Displacement Strategy Effectiveness (Chapple and Loukaitou-Sideris, 2021).
[11] Chapple et al. 2022. Examining the Unintended Effects of Climate Change Mitigation. Institute of Governmental Studies, UC Berkeley.
[12] Local Housing Solutions. Land Banks.
[13] Center for Community Progress. Land Bank FAQ's.
[14] California Center for Cooperative Development. Housing Co-ops.
[15] Yelen, J. 2020. Preserving Affordability, Preventing Displacement. Enterprise Community Partners.

- The jurisdiction must have a program with secured funding[16] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
- Funding must be locally generated.
    - Potential local funding sources include commercial linkage fees, housing impact fees (but see note below if the impact fees are part of an inclusionary zoning ordinance), taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
    - Jurisdictions may include county or regional bond funds expended with the jurisdiction's participation on affordable housing projects within its boundaries.
    - Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
    - In-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can also be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
    - If a jurisdiction is also using inclusionary zoning (Production Policy 1) for the TOC Policy's production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums required for this affordable housing funding policy (Production Policy 6). If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted towards satisfying Production Policy 6.
    - **NOTE:** Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is **not** counted as local funding.
- Jurisdictions that have an existing balance in a housing funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).

[16] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

- Jurisdictions that have committed affordable housing funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to a CLT to use for affordable housing production during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- The funding program must establish a standard set of financing terms, including affordability requirements. The program's affordability requirements must define affordable units as rental housing available to lower income households earning 80% of AMI or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.
- The program's funds must be reserved for CLTs and/or cooperatives to use for affordable housing production, or the jurisdiction or other public entities can use the funding to acquire and hold property that will be used for production of affordable housing.
- **NOTE:** A jurisdiction whose policy meets the minimum requirements above cannot also count this policy for credit for Production Policy 2 (Affordable Housing Funding). However, if a jurisdiction has a funding program that meets requirements for Production Policy 2, and if this program additionally has set asides for public/community land trusts that meet the funding listed in Appendix B, then the program can also receive credit for Production Policy 6 (Public/Community Land Trusts). For example, a Tier A jurisdiction that has a production program with $2,000,000 in secured funding during the relevant four-year OBAG cycle would receive credit for both Production Policy 1 and Production Policy 6 if the program has a set aside for CLTs of $1,000,000, as these amounts meet the $1,000,000 four-year minimum for both policies.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's financing terms if they are not included in an ordinance or other documents establishing the program. Financing terms must indicate the

income limits/affordability levels and required affordability period, and the terms must identify a legal mechanism for enforcement of affordable housing requirements (e.g., deed restriction, regulatory agreement, etc.)

- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the 4-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Production Policy 7: Development Certainty and Streamlined Entitlement Process

Description from TOC Policy Resolution: Include the vested rights and five hearing limit provisions currently outlined in SB330 (2019, Skinner) without a sunset date.

Purpose

In some cities, towns, and counties, the process associated with obtaining approval for new construction is so time-consuming or costly that it dampens the amount of new development and adds significantly to its costs. Permit streamlining and other improvements in the regulatory environment can make cities more attractive to developers of both market-rate and affordable housing, helping to increase the housing supply over the long term and moderate price increases.[17]

Relevant State Law

Housing Crisis Act of 2019

The Housing Crisis Act of 2019 was established by SB 330 (2019) and amended by SB 8 (2021). State law establishes vested rights through a preliminary application—a project is only subject to the ordinances, policies, and standards adopted and in effect when this application is submitted. State law requires timely processing of housing permits that follow existing local zoning rules (must issue written determination of consistency with objective standards within 30 days for 150 or fewer units or 60 days for more than 150 units). SB 330 requires that no more than five total hearings be allowed for residential development projects and the final decision on a residential project must be made within 90 days after certification of an EIR for a development project, or 60 days for a development project where at least 49% of the units in the development are

[17] For more information, see the brief "Streamlined permitting processes" prepared by Local Housing Solutions.

affordable to very low or low-income households. The Housing Crisis Act of 2019 has a sunset date of January 1, 2030.

Requirements for TOC Policy Compliance

Note: *Production Policy 3 (Affordable Housing Overlay Zones), Production Policy 5 (Ministerial Approval), and Production Policy 7 (Development Certainty and Streamlined Entitlement Process) are related and contain overlapping requirements. As a result, jurisdictions may only count one of these policies for TOC compliance for production policies. However, if a jurisdiction implements all provisions from SB 330/SB 8 without a sunset date, then the jurisdiction meets the standards required by and can claim credit for both Production Policy 7 (Development Certainty and Streamlined Entitlement Process) and Protection Policy 2 (No Net Loss and Right to Return to Demolished Homes).*

To comply with the TOC Policy, a jurisdiction's development certainty and streamlined entitlement policy must meet the following minimum requirements:

- Adopt a local ordinance with no sunset date that provides the vested rights and five hearing limit provisions from SB 330.
- Adopt Protection Policy 2: No Net Loss and Right to Return to Demolished Homes, unless preempted by state or federal law.
    - If a jurisdiction does not adopt Protection Policy 2, staff must provide a detailed analysis of how the jurisdiction otherwise prevents displacement and protects tenants in areas where development certainty and streamlined approvals are available.

II. Affordable Housing Preservation Policy Options

To comply with the TOC Policy, a jurisdiction must adopt **at least two** of the affordable housing preservation policies listed below:

- Preservation Policy 1: Funding to Preserve Unsubsidized Affordable Housing
- Preservation Policy 2: Tenant/Community Opportunity to Purchase
- Preservation Policy 3: Single-Room Occupancy (SRO) Preservation
- Preservation Policy 4: Condominium Conversion Restrictions
- Preservation Policy 5: Public/Community Land Trusts *(This policy may fulfill either the housing production or preservation requirement, but not both.)*
- Preservation Policy 6: Funding to Support Preservation Capacity
- Preservation Policy 7: Mobile Home Preservation
- Preservation Policy 8: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities *(This policy may fulfill either the housing preservation or protection requirement, but not both.)*

A jurisdiction may meet the requirements with existing adopted policies or as needed, adopt new policies by the TOC Policy compliance deadline. At minimum, policies must apply in TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). See Section 2 of the guidance document for more information about these requirements.

Preservation Policy 1: Funding to Preserve Unsubsidized Affordable Housing

Description from TOC Policy Resolution: Public investments to preserve unsubsidized housing affordable to lower- or moderate-income residents (sometimes referred to as "naturally occurring affordable housing") as permanently affordable.

Purpose

Most lower-income households in the Bay Area rent in the private market without any form of housing assistance. The private market properties offering rents that lower-income people can afford without subsidy are known as unsubsidized or "naturally occurring" affordable housing. Without subsidy, lower-income tenants are particularly vulnerable to rent increases as well as poorly maintained housing, and in the Bay Area's competitive housing market these properties may be targeted by investors seeking to update units and raise rents. Lower-income homeowners are also vulnerable to market pressures that can result in displacement and loss of affordable homes. Preservation programs for unsubsidized affordable housing typically engage community organizations to help identify and monitor at-risk properties while also providing funding to support rehabilitation needs as well as acquisition and conversion to long-term affordable housing. Effective public investments to preserve unsubsidized housing will have funds available to secure unsubsidized affordable housing (rental or ownership), eligibility criteria for receiving funds, regulatory restrictions to maintain affordability of preserved units, and an anti-displacement strategy for existing tenants.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's funding program to preserve unsubsidized affordable housing must meet the following minimum requirements:

- The jurisdiction has at least one funding program dedicated to the preservation of existing affordable housing, where preservation of unsubsidized affordable housing is explicitly identified as an eligible use.
- The jurisdiction must have a program with secured funding[18] that provides ongoing allocations to the program at or above the level identified in Appendix B. The

[18] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require

amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.

- Funding must be locally generated.
  - Potential local funding sources include commercial linkage fees, housing impact fees (but see note below if the impact fees are part of an inclusionary zoning ordinance), taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
  - Jurisdictions may also include county or regional bond funds expended with the jurisdiction's participation on preservation projects within its boundaries.
  - Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
  - When relevant, in-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can also be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
  - If a jurisdiction is also using inclusionary zoning (Production Policy 1) for the TOC Policy's production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums for this policy (Preservation Policy 1). If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted toward satisfying Preservation Policy 1.
  - **NOTE:** Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is **not** counted as local funding.
- Jurisdictions that have an existing balance in a housing preservation funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed affordable housing preservation funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
  - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an unsubsidized

future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

affordable housing preservation project that will be completed during the OBAG 4 cycle sometime between 2026 and 2030).

AND/OR

  - The funds are expended after January 1, 2025.

- The jurisdiction must establish criteria for borrower eligibility that require funding recipients to have experience with affordable housing preservation.
- The program must establish a standard set of financing terms, including affordability requirements.
  - For rental properties, the average rent for all units at each preserved property at the time of acquisition must be affordable to households earning no more than 80% of AMI. After acquisition, new residents must be income qualified and earn less than 120% of AMI, and the building must maintain an average income of no more than 80% of AMI. Existing residents of acquired buildings shall not be displaced, even if the household's income exceeds the AMI thresholds noted above.
  - All ownership units preserved as affordable housing (e.g., a single-family home acquired by a community land trust) must be sold to lower- and moderate-income households earning 120% of AMI or less.
  - Units acquired through the program must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility and financing terms if they are not included in an ordinance or other documents establishing the program. These terms must indicate the criteria for borrower eligibility to ensure funding recipients have experience with affordable housing preservation, income limits/affordability levels and required affordability period, and the terms must identify a legal mechanism for enforcement of affordable housing requirements (e.g., deed restriction, regulatory agreement, etc.).
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding to be received by the fund over the 4-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period

(expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Preservation Policy 2: Tenant/Community Opportunity to Purchase

Description from TOC Policy Resolution: Policies or programs that provide tenants or mission-driven nonprofits the right of first refusal to purchase a property at the market price when it is offered for sale, retaining existing residents and ensuring long-term affordability of the units by requiring resale restrictions to maintain affordability.

Purpose

A Tenant (or Community) Opportunity to Purchase Act (TOPA/COPA) policy can give tenants and nonprofits sufficient time to compete to purchase a property. TOPA/COPA policies aim to prevent displacement of lower-income communities, long-term renters, and other marginalized residents by preserving currently affordable housing and creating pathways for long-term affordability. A TOPA/COPA policy can also facilitate homeownership for tenants by creating limited equity housing cooperatives or other ownership models, enabling increased wealth building opportunities for communities who may have historically been denied access to homeownership. For these reasons, jurisdictions throughout the Bay Area have identified TOPA/COPA as key preservation tools to combat displacement.[19] Effective TOPA/COPA policies will identify what housing types are subject to the policy, what organizations are qualified to purchase a property, noticing procedures for the sale of property, a consistent local funding source, a reasonable timeline to respond to the intent to sell, and an anti-displacement strategy for existing residents.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's TOPA and/or COPA policy must meet the following minimum requirements:[20]

- The jurisdiction can meet TOC Policy requirements with either a TOPA or COPA ordinance, or both.
- The TOPA/COPA ordinance defines eligible and exempt properties.
- The ordinance establishes the legal right of first refusal that gives tenants and/or nonprofits the first right to purchase a covered property.
- The ordinance establishes timelines for notice of sale, offer period, time to close, and time to counter-offer under TOPA/COPA.[21]

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[19] Bay Area Housing Element Advocacy Working Group. "Leveraging the Housing Element to Advance Tenant & Community Opportunity to Purchase Policies."

[20] The requirements are derived from key components of: (1) OPA Policy described by Partnership for the Bay's Future. 2022. Opportunity to Purchase Act Campaign Playbook (p.22) and (2) Public Advocates, "Key Considerations for Designing Tenant and Community Opportunity to Purchase Policies."

[21] San Jose Community Opportunity to Purchase (COPA) Proposed Program Summary – January 2023 Update.

Preservation Policy 3: Single-Room Occupancy (SRO) Preservation

Description from TOC Policy Resolution: Limits the conversion of occupied SRO rental units to condominiums or other uses that could result in displacement of existing residents.

Purpose

Single Room Occupancy (SRO) units are a unique form of affordable rental housing that does not exist in all communities. SROs are generally comprised of small, furnished single rooms within multi-tenant buildings with shared kitchens and/or bathrooms. SROs do not typically require a security deposit, credit references, proof of income, or a long-term lease agreement. For these reasons, SROs have provided low-cost housing for vulnerable populations with unstable finances, very low incomes, or limited access to credit. In some cases, SROs are used as transitional housing for people who are in between more permanent housing arrangements.

In the absence of preservation policies, housing market pressures leave SRO units vulnerable to demolition or conversion to tourist hotels, condominiums, or market-rate apartments, resulting in displacement and potential homelessness for low-income SRO residents. The purpose of SRO unit conversion regulations is to ensure the retention of existing SRO units and to assist SRO tenants that will be displaced by demolition, conversion, or rehabilitation of these units. An effective SRO preservation policy will limit the number of units that can be converted, ensure housing stability for SRO tenants, and monitor at-risk properties.

Requirements for TOC Policy Compliance

To receive compliance credit for this policy, a jurisdiction must have an existing supply of SRO buildings owned by private entities other than mission-driven nonprofit organizations. Due to the heightened vulnerability of both SRO housing stock and the residents who occupy it, a jurisdiction with an adopted SRO preservation policy that applies to all at-risk SROs may receive credit for this policy even if none of the SRO building are located within TOC areas.

To comply with the TOC Policy, a jurisdiction's SRO preservation policy must meet the following minimum requirements:

- The policy must limit the number of SRO units approved to be converted in a given calendar year to no more than the number of equivalent rental units completed the previous calendar year. "Equivalent rental units" shall be defined as low-cost SRO units or any income-restricted housing affordable to households with incomes at 30% of AMI or less.

- At the time of application for conversion of units, require applicants to produce a Tenant Relocation Assistance Plan[22] spelling out tenant protections, benefits and required relocation payments for any temporarily or permanently displaced residents.
- Exemptions to the conversion restrictions can be made for conversion of SRO buildings to 100% affordable units for tenants at 50% of AMI or less. However, affordable housing developers need to provide existing tenants with a first right of refusal for new units. Rents for these tenants must be based on their incomes, though rents for their units could reset at 50% of AMI upon turnover. Developers also need to produce the Tenant Relocation Assistance Plan referenced above for any temporarily or permanently displaced tenants.
- If none of the at-risk SROs in a jurisdiction are located within a TOC area, then the jurisdiction must apply this policy jurisdiction-wide.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit documentation of the presence of SRO units owned by private entities other than mission-driven nonprofit organizations that would be protected by the policy.

Preservation Policy 4: Condominium Conversion Restrictions

Description from TOC Policy Resolution: Require that units converted to condominiums be replaced 1:1 with comparable rental units, unless purchased by current long-term tenants or converted to permanently affordable housing with protections for existing tenants.

Purpose

The conversion of rental housing to condominiums presents a risk to maintaining a supply of rental housing, which typically serves a wider range of households than ownership units in condominiums. Establishing criteria for the conversion of rental housing to condominiums can help preserve much-needed rental housing stock, reduce the risk of displacement of existing tenants in rental units, and ensure continued housing stability for tenants who are displaced in the event of conversions. Effective condominium conversion policies will include restrictions on conversion, right to purchase protections and relocation assistance, and the promotion of affordable housing through comparable replacement units.

[22] Relocation Assistance Plan: A plan outlining the benefits and protections afforded to tenants to minimize displacement and support relocation, including at a minimum: no penalty for the tenant to terminate a lease, payment of tenant reasonable moving expenses, relocation assistance payments in an amount that is at least three times the monthly fair market rent of the unit that the resident is being relocated out of, and tenants that experience temporary displacement must be guaranteed protection against unreasonable rent increases upon returning to their unit.

Relevant State Law

Subdivision Map Act

The Subdivision Map Act (Gov Code 66410-66424.6) requires developers to provide notices of condominium conversion to tenants at every stage of the process.

Requirements for TOC Compliance

To comply with the TOC Policy, a jurisdiction's condominium conversion policy must meet the following minimum requirements:

- Require 1-for-1 replacement of existing units with comparable rental units, when permitted by law. A program may allow or require replacement units be provided through payment of a fee in an amount approximately sufficient to provide the local share of subsidy for one income-restricted rental unit serving lower-income households (earning 80% of AMI or less) and, in no case less than $100,000 per rental unit being converted. Jurisdictions may allow the following exemptions:
  - Conversions where at least 90% of condominium units are purchased by current tenants.
  - Conversions to 100% housing units with long-term affordability restrictions for households earning 120% of AMI or less.
- Provide existing tenants the first right to purchase a unit at the same price offered to the general public consistent with the Subdivision Map Act.[23]
- At the time of application for conversion of units, require applicants to produce a Tenant Relocation Assistance Plan[24] spelling out tenant protections, benefits and required relocation payments for any temporarily or permanently displaced residents.

Preservation Policy 5: Public/Community Land Trusts

Description from TOC Policy Resolution: Investments or policies to expand the amount of land held by public- and non-profit entities such as co-operatives, community land trusts, and land banks with permanent affordability protections. This policy may be used to fulfill either the housing production or preservation requirement, but not both.

Purpose

Community Land Trusts (CLTs) are typically nonprofit organizations that acquire and steward land on behalf of community members. They contribute to the affordable housing stock by maintaining land ownership to ensure the housing built on land they

[23] This is a right under the Subdivision Map Act (Gov Code 66410-66424.6).

[24] Relocation Assistance Plan: A plan outlining the benefits and protections afforded to tenants to minimize displacement and support relocation, including at a minimum: no penalty for the tenant to terminate a lease, payment of tenant reasonable moving expenses, relocation assistance payments in an amount that is at least three times the monthly fair market rent of the unit that the resident is being relocated out of, and tenants that experience temporary displacement must be guaranteed protection against unreasonable rent increases upon returning to their unit.

own remains affordable to future renters or buyers. Community control of land through CLTs has high potential to prevent displacement in a variety of housing markets and around transit.[25, 26]

Land banks are public authorities or non-profit organizations occasionally created through local ordinances to acquire, hold, manage, and sometimes redevelop property to return these properties to productive use to meet community goals, such as increasing affordable housing.[27, 28]

Housing cooperatives are democratically controlled corporations established to provide housing for members. Limited Equity Housing Cooperatives offer long-term affordable homeownership opportunities for low- and moderate-income households. The development of these types of cooperatives is often funded with a combination of private and public funds.[29]

The acquisition and rehabilitation of housing by CLTs, land banks, and cooperatives can help preserve a range of housing types, stabilize housing costs, and expand housing choice for lower-income households.[30] Support for CLTs, land banks, and cooperatives not only serves as an anti-displacement measure but also represents a place-based community development strategy for disinvested neighborhoods and communities with concentrated poverty, as jurisdictions can provide funding for these entities to acquire and rehabilitate vacant and distressed properties or maintain existing affordable housing options. This policy intends to set aside funding for CLTs, land banks, and cooperatives to remove land from the speculative market and ensure long-term affordability.

Relevant State Law

SB 1079 (2020): Residential Property: Foreclosure

SB 1097 (2020) grants "eligible bidders" including CLTs certain rights and priorities to make bids on a foreclosed property after the initial trustee sale and potentially to purchase it as the last and highest bidder.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's affordable housing preservation funding program focused on public/community land trusts must meet the following minimum requirements:

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[25] See Table 1. Literature Review Summary Table in White Paper on Anti-Displacement Strategy Effectiveness (Chapple and Loukaitou-Sideris, 2021).
[26] Chapple et al. 2022. Examining the Unintended Effects of Climate Change Mitigation. Institute of Governmental Studies, UC Berkeley.
[27] Local Housing Solutions. Land Banks.
[28] Center for Community Progress. Land Bank FAQ's.
[29] California Center for Cooperative Development. Housing Co-ops.
[30] Yelen, J. 2020. Preserving Affordability, Preventing Displacement. Enterprise Community Partners.

- The jurisdiction must have a program with secured funding[31] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
- Funding must be locally generated.
    - Potential local funding sources include commercial linkage fees, housing impact fees (but see note below if the impact fees are part of an inclusionary zoning ordinance), taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
    - Jurisdictions may include county or regional bond funds expended with the jurisdiction's participation on preservation projects within its boundaries.
    - Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
    - When relevant, in-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can also be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
    - If a jurisdiction is also using inclusionary zoning (Production Policy 1) for the TOC Policy's production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums for this policy (Preservation Policy 5). If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted toward satisfying Preservation Policy 5.
    - **NOTE:** Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is **not** counted as local funding.
- Jurisdictions that have an existing balance in a housing preservation funding program for CLTs when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed affordable housing preservation funds for CLTs prior to submitting final documentation for TOC Policy compliance may count

[31] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

expended funds toward the required total so long as at least one of the following conditions is met:

  - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to a CLT to use for acquiring and preserving an unsubsidized affordable housing property during the OBAG 4 cycle sometime between 2026 and 2030).

    AND/OR

  - The funds are expended after January 1, 2025.

- The program's funds must be reserved for CLTs and/or cooperatives to use for affordable housing preservation.
- The jurisdiction must establish criteria for borrower eligibility that require funding recipients to have experience with affordable housing preservation.
- The funding program must establish a standard set of financing terms, including affordability requirements.
  - For rental properties, the average rent for all units at each preserved property at the time of acquisition must be affordable to households earning no more than 80% of AMI. After acquisition, new residents must be income qualified and earn less than 120% of AMI, and the building must maintain an average income of no more than 80% of AMI. Existing residents of acquired buildings shall not be displaced, even if the household's income exceeds the AMI thresholds noted above.
  - All ownership units preserved as affordable housing (e.g., a single-family home acquired by a community land trust) must be sold to lower- and moderate-income households earning 120% of AMI or less.
  - Units acquired through the program must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.
- **NOTE:** A jurisdiction whose policy meets the minimum requirements above cannot also count this policy for credit for Preservation Policy 1 (Funding to Preserve Unsubsidized Affordable Housing). However, if a jurisdiction has a funding program that meets requirements for Preservation Policy 1, and if this program additionally has set asides for public/community land trusts that meet the funding amounts listed in Appendix B, then the program can also receive credit for Preservation Policy 5 (Public/Community Land Trusts). For example, a Tier A jurisdiction that has a preservation program with $800,000 in secured funding during the relevant four-year OBAG cycle would receive credit for both Preservation Policy 1 and Preservation Policy 5 if the program has a set aside for

CLTs of $400,000, as these amounts meet the $400,000 four-year minimum for both policies.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility and financing terms if they are not included in an ordinance or other documents establishing the program. These terms must indicate the eligibility, income limits/affordability levels and required affordability period, and the terms must identify a legal mechanism for enforcement of affordable housing requirements (e.g., deed restriction, regulatory agreement, etc.)
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the 4-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Preservation Policy 6: Funding to Support Preservation Capacity

Description from TOC Policy Resolution: Dedicated local funding for capacity building or other material support for community land trusts (CLTs) or other community-based organizations (CBOs) engaged in affordable housing preservation.

Purpose

Capacity refers to an organization's ability to deliver a service or product. For organizations such as CBOs and CLTs which are engaged in affordable housing preservation, capacity may refer to having adequate staffing, organizational knowledge, and material or financial resources to effectively preserve affordable housing. By providing capacity funding to smaller organizations such as CBOs and CLTs, these entities are better equipped to secure properties and financing necessary to preserve affordable housing in a competitive housing market. Key features of an effective funding source to support preservation capacity include pairing capital funds for preservation with grants for capacity building, established guidelines for eligible funding recipients, and supporting developer experience through joint-venture partnerships. Effective policies to support preservation capacity will commit to multi-year funding dedicated for CBOs and CLTs.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's funding to support preservation capacity must meet the following minimum requirements:

- The jurisdiction must have a dedicated funding program with secured funding[32] that supports capacity building for CLTs and CBOs for housing preservation work. Funding must maintain project management staffing for a minimum of four years at approximately 0.5 full-time equivalent (FTE).
- The jurisdiction must define eligibility for financial awards to CLTs and CBOs.
- Funding for the program can come from any source that allows supporting staff capacity as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
- Jurisdictions that have an existing balance in a funding program to support preservation capacity when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed funds to support preservation capacity prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to CBO or CLT to support project management staffing during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- If a jurisdiction establishes a preservation funding program that meets requirements for Preservation Policy 1 (Funding to Preserve Unsubsidized Affordable Housing) and/or Preservation Policy 5 (Public/Community Land Trusts), the jurisdiction can use this program to also receive credit for Preservation Policy 6 (Funding to Support Preservation Capacity) if the program additionally has a set aside for capacity building that meets the requirements listed above.

[32] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- An explanation for how the jurisdiction determined the amount of funding necessary to maintain project management staffing for the four-year period.
- A copy of the program's eligibility criteria if they are not included in an ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Preservation Policy 7: Mobile Home Preservation

Description from TOC Policy Resolution: Policy or program to preserve mobile homes from conversion to other uses that may result in displacement of existing residents.

Purpose

Mobile home parks provide a distinct type of naturally occurring affordable housing, due to the size of mobile homes, the type of construction, and a unique dynamic where residents typically own their mobile homes but rent the lots under them from mobile home park owners. While state law extends certain protections to mobile home units, mobile home parks are increasingly being acquired by speculative investors for potential future redevelopment. Such market pressures pose displacement risks to mobile home residents, many of whom live on fixed incomes and have limited alternative affordable housing options. Accordingly, a strategy to prevent displacement and promote community stability for mobile home residents is to regulate and limit the conversion of mobile home parks, and support residents and community organizations in purchasing the park to preserve affordability. An effective Mobile Home Preservation policy or program will either limit conversions through zoning rules or provide significant relocation assistance for park residents in the event of a closure.

Relevant State Law

Mobile Home Residency Law

The California Mobile Home Residency Law (California Civil Code Section 798 – 799.11) sets rules and regulations for mobile homes, specifically regulating the relationship between landlords and residents. The law states that in the case of a

change of use of the park, the management must follow specific noticing requirements and appear before a local governmental board, commission, or body to request permits for a change of use.

Requirements for TOC Compliance

To receive compliance credit for this policy, a jurisdiction must demonstrate there is at least one mobile home park (as defined by California's Mobile Home Park Act) within the jurisdiction. Due to the heightened vulnerability of mobile home parks and the residents who occupy them, a jurisdiction with an adopted mobile home preservation policy that applies to all mobile home parks may receive credit for this policy even if none of the parks are located within TOC areas. If none of the mobile home parks are located within a TOC area, then the jurisdiction must apply its policy jurisdiction-wide.

To comply with the TOC Policy, a jurisdiction must adopt a mobile home preservation policy that meets the minimum standards for **ONE** of the following options:

1. **Establish a Mobile Home Zoning District or Overlay Zone** over existing mobile home parks which limits or prohibits the redevelopment of existing parks.
    - A jurisdiction may allow 100% affordable housing projects to be considered in this zone, conditionally permitted and after public hearings. If a jurisdiction chooses to do this:
        - The policy's affordability requirements must define affordable units as rental housing available to lower-income households earning 80% of Area Median Income (AMI) or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
        - Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing or at least 45 years for ownership housing.
        - The ordinance must provide existing mobile home residents with the right to return to a unit in the new development.
        - At the time of application for conversion of units, applicants must be required to produce a Tenant Relocation Assistance Plan[33] spelling out

[33] Relocation Assistance Plan: A plan outlining the benefits and protections afforded to tenants to minimize displacement and support relocation, including at a minimum: no penalty for the tenant to terminate a lease, payment of tenant reasonable moving expenses, relocation assistance payments in an amount that is at least three times the monthly fair market rent of the unit that the resident is being

tenant protections, benefits and required relocation payments for any temporarily or permanently displaced residents.

2. **Adopt a Mobile Home Closure Ordinance** that requires relocation assistance and conditional approval after public hearings.
    - The ordinance must require owners to produce at the time of application a Tenant Relocation Assistance Plan spelling out tenant protections, benefits, and required relocation payments for any temporarily or permanently displaced residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit documentation of the presence of at least one mobile home park within the jurisdiction.

Preservation Policy 8: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities

Description from TOC Policy Resolution: Policies, programs, or procedures designed to minimize the risk of displacement caused by substandard conditions including through local code enforcement activities. This may include proactive rental inspection programs and assistance to landlords for property improvements in exchange for anti-displacement commitments. This policy may be used to fulfill either the housing preservation or protection requirement, but not both.

Purpose

Substandard conditions and physical deterioration represent a key threat to the region's rental housing stock and unsubsidized affordable housing units. These conditions create health and safety risks for tenants and can lead to condemnation, abandonment, and/or demolition of housing units. The remediation of substandard conditions in unsubsidized affordable housing is not only necessary to preserve this housing but also represents an important anti-displacement strategy. Code enforcement programs need to ensure habitability issues and needs for substantial property repairs do not lead to the permanent displacement of tenants, which also requires maintaining housing stability for tenants during any temporary displacement necessary for repairs. Code enforcement and other programs to address substandard conditions need to be centered in an anti-displacement framework, otherwise these activities can lead to the immediate displacement of vulnerable tenants if properties are deemed uninhabitable. An effective program which prevents the loss of housing stock due to code issues provides public support to landlords and low-income homeowners to maintain their properties.

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relocated out of, and tenants that experience temporary displacement must be guaranteed protection against unreasonable rent increases upon returning to their unit.

Relevant State Law

California Health and Safety Code (HSC)

HSC Section 17920.3 provides a definition of a substandard building, which includes inadequate sanitation such as a lack of plumbing, ventilation, or heating; structural hazards such as deteriorated floors, walls, or ceilings; faulty weather protection such as defective waterproofing and windows; and so on. Section 17970 – 17972 requires that when a jurisdiction receives a complaint from a tenant, they must inspect the building, document any findings, prescribe a remedy to the property owner, and schedule a reinspection to verify the correction. Section 17980 – 17992 states that once a building is determined to be substandard, the enforcement agency of the jurisdiction cannot require the vacating of residents unless it concurrently requires expeditious demolition or repair to comply with state law. If the tenant cannot safely reside in their unit due to repair, state law requires a property owner to provide affected tenants with compensation for moving expenses; the value of property lost, stolen or damaged in the process of moving; and costs associated with connection charges imposed by utility companies for starting service. The relocation benefit also includes two months of the established fair market rent for the area as determined by the U.S. Department of Housing and Urban Development, and the property owner must return the full security deposit to the tenant.

Requirements for TOC Compliance

To comply with the TOC Policy, a jurisdiction must adopt a policy to prevent displacement from substandard conditions that meets the minimum standards for at least **ONE** of the following options:

1. **Establish an amnesty program** to waive fines and fees for property owners with occupied units constructed without the proper permits in exchange for bringing the unit into compliance with health and safety codes.
    - Prior to making repairs, the property owner must complete a tenant habitability plan describing how they will maintain habitability for the tenant and any adjacent units while repairs are being performed. If the tenant needs to be relocated for repairs, the plan discusses how the landlord will assist with temporary relocation, which must include offering a nearby available unit at same rent (if landlord owns other properties), paying for moving expenses, and providing relocation assistance to pay for the cost of temporary housing.
    - As a condition of receiving amnesty for fines and fees, the property owner must agree to continue renting to the existing tenant after repairs are complete with reasonable limits on rent increases for that tenant.
2. **Create a low-or no-interest loan or grant program** to support lower-income homeowners (including seniors and people with disabilities) with making repairs or modifications to their residences.

- The program must limit funding to owner-occupied homes that are the homeowner's primary residence, which includes mobile homes where the mobile home owner rents the lot beneath the home.
- Funding for the program can come from any source that allows home rehabilitation as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
- Funding recipients must be below 80% of AMI.
- The program must define other eligibility requirements for receiving a loan or grant, eligible uses for funds, and minimum/maximum loan or grant amounts.
- The minimum loan/grant amount must be at least $10,000.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A template of the tenant habitability plan or a document outlining details that must be included in such a plan if a jurisdiction is selecting the amnesty program for unpermitted units.
- The home rehabilitation program's eligibility requirements and financing terms if a jurisdiction is selecting this option.

III. Affordable Housing Protection Policy Options

To comply with the TOC Policy, a jurisdiction must adopt **at least two** of the tenant protection/anti-displacement policies listed below:

- Protection Policy 1: "Just Cause" Eviction
- Protection Policy 2: No Net Loss and Right to Return to Demolished Homes
- Protection Policy 3: Legal Assistance for Tenants
- Protection Policy 4: Foreclosure Assistance
- Protection Policy 5: Rental Assistance Program
- Protection Policy 6: Rent Stabilization
- Protection Policy 7: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities *(This policy may fulfill either the housing preservation or protection requirement, but not both.)*
- Protection Policy 8: Tenant Relocation Assistance
- Protection Policy 9: Mobile Home Rent Stabilization
- Protection Policy 10: Fair Housing Enforcement
- Protection Policy 11: Tenant Anti-Harassment Protections.

A jurisdiction may meet the requirements with existing adopted policies or as needed, adopt new policies by the TOC Policy compliance deadline. At minimum, policies must apply in TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). See Section 2 of the guidance document for more information about these requirements.

Protection Policy 1: "Just Cause" Eviction

Description from TOC Policy Resolution: Defines the circumstances for evictions, such as nonpayment of rent, violation of lease terms, or permanent removal of a dwelling from the rental market, with provisions that are more protective of tenants than those established by AB 1482 (2019, Chiu).

Purpose

Just cause ordinances prohibit landlords from ending a tenancy or evicting a tenant without a specific reason. Just cause protections are generally intended to shield tenants from arbitrary evictions that may occur due to economic incentives in a competitive rental market, retaliation against specific tenants, or other instances in which tenants are not at fault. Accordingly, research identifies just cause eviction as a policy with high potential to prevent residential displacement.[34] Though state law currently provides just cause protections for some tenants, these protections expire in 2030 and do not cover a wide range of tenancies and housing situations. Moreover, in the absence of local just cause policies and local government infrastructure to implement these protections, tenants may be unaware of their rights under state law and how to utilize them. As a result, multiple jurisdictions throughout the Bay Area and across California have adopted local just cause eviction ordinances that go beyond state law to better ensure stability for tenants. An effective just cause eviction ordinance will clearly define a limited set of recognized causes for eviction, provide protections for a wide range of tenants and most housing situations, and create processes for local implementation.

Relevant State Law

AB 1482 (Tenant Protection Act of 2019) and SB 567 (2023)

While some tenants now have just cause eviction protections due to AB 1482 (the Tenant Protection Act of 2019), this law currently has a sunset of January 1, 2030. SB 567 (2023) modified the protections provided by AB 1482 by creating new requirements for landlords seeking to carry out two types of "no-fault" evictions: evictions for substantial remodels of units and owner move-in evictions. SB 567 also makes landlords who violate the Tenant Protection Act liable in civil court for damages and provides mechanisms for the Attorney General, city attorney, or county counsel to enforce the law.

[34] Chapple, K. et. al. (2022). Housing Market Interventions and Residential Mobility in the San Francisco Bay Area. Federal Reserve Bank of San Francisco.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's just cause ordinance must meet the following minimum requirements:

- The ordinance must not have a sunset date.
- The ordinance must require landlords to file notices of termination of tenancy with a designated local government agency, such as a rent program/board or other city department.
- The ordinance must make the failure to file these notices with a designated agency an affirmative defense for a tenant in an eviction case.

Additionally, the ordinance must also expand on other aspects of statewide just cause protections in at least **ONE** of the following ways:

1. **Limit the legally recognized causes for eviction:** The "at-fault" and "no-fault" just causes for eviction allowed by state law can be found in California Civil Code Section 1946.2(b). If choosing this option, a jurisdiction's just cause policy must include fewer just causes for eviction or define them with greater restrictions to increase protections for tenants.
2. **Expand the types of housing and tenancies covered by just cause protections**: The protections provided by state law only apply after all tenants have lived in the unit for 12 months, or where at least one tenant has occupied the unit for 24 months. Additionally, California Civil Code Section 1946.2(e) exempts several unit types from these protections. If choosing this option, a jurisdiction's just cause policy must provide protections to a wider range of tenants and housing types, with the possibility of applying these protections to all renters in the jurisdiction and/or with no minimum period of tenancy to qualify.

Protection Policy 2: No Net Loss and Right to Return to Demolished Homes

Description from TOC Policy Resolution: Include the no net loss provisions currently outlined in SB 330 (2019, Skinner) without a sunset date. Require one-to-one replacement of units that applies the same or a deeper level of affordability, the same number of bedrooms and bathrooms, and comparable square footage to the units demolished. Provide displaced tenants with right of first refusal to rent new comparable units at the same rent as demolished units.

Purpose

The Housing Crisis Act of 2019 was established by SB 330 (2019) and amended by SB 8 (2021). The no net loss provisions in the Housing Crisis Act prevent development projects that require demolition of existing residential structures from reducing the overall housing stock and supply of affordable housing. These provisions create safeguards to ensure that new development increases the housing supply and

maintains or improves existing levels of affordability. The Housing Crisis Act's right to return protections and relocation benefits aim to prevent permanent displacement of existing lower-income tenants by development projects that require demolition. These protections can enable lower-income tenants to maintain housing in their communities at affordable rents, which deters new development from contributing to displacement, housing instability, and homelessness for vulnerable renters.

Relevant State Law

Housing Crisis Act of 2019

The Housing Crisis Act of 2019 prohibits a jurisdiction from approving a housing development that requires demolition unless the project creates at least as many units as will be demolished. The project must also replace all demolished occupied or vacant "protected units," which include units deed-restricted for lower-income households within the past five years, units subject to rent control within the past five years, units occupied by lower-income households within the past five years, or units withdrawn from the rental market via Ellis Act within the past 10 years.[35] The law also includes protections for existing tenants of units that will be demolished. All existing tenants must be allowed to remain until six months prior to the start of construction. Lower-income occupants are entitled to relocation benefits and a right of first refusal to rent or purchase a comparable unit in the new development at an affordable price. The amount of relocation assistance is defined by California Government Code Sections 7260 – 7277. The Housing Crisis Act of 2019 has a sunset date of January 1, 2030.

Requirements for TOC Policy Compliance

Note: *If a jurisdiction implements all provisions from SB 330/SB 8 without a sunset date, then the jurisdiction meets the standards required by and can claim credit for both Protection Policy 2 (No Net Loss and Right to Return to Demolished Homes) and Production Policy 7 (Development Certainty and Streamlined Entitlement Process).*

To comply with the TOC Policy, a jurisdiction's policy for no net loss and right to return must meet the following minimum requirements:

- Include all the no net loss provisions in the Housing Crisis Act with no sunset date, to the extent permitted by state or federal law. These provisions require replacing all demolished units with units of equivalent size[36] and replacing demolished protected units with units affordable to low-income households.[37]
- Include all right of return provisions in the Housing Crisis Act with no sunset date, to the extent permitted by state or federal law. These provisions require providing

[35] For more information on "protected units" defined by state law, see California Government Code Section 66300(d)(2)(F)(vi).
[36] State law defines equivalent size as containing at least the same number of bedrooms as the units being replaced.
[37] For more information on the affordability requirements for replacing protected units, see subparagraphs (B) and (C) of paragraph (3) of subdivision (c) of California Government Code Section 65915.

displaced lower-income tenants with relocation assistance and right of first refusal to a comparable unit at an affordable rent.[38]

Protection Policy 3: Legal Assistance for Tenants

Description from TOC Policy Resolution: Investments or programs that expand access to legal assistance for tenants threatened with displacement. This could range from a "right to counsel"[39] to dedicated public funding for tenant legal assistance.

Purpose

Many tenant protections granted by state law can only be enforced by tenants using the court system to assert their rights, as is the case for the just cause and rent stabilization protections provided by AB 1482 as well as state anti-harassment laws. However, research and advocates have documented tenants' lack of legal representation in eviction cases and disputes with landlords, while landlords are more commonly represented by attorneys. Legal representation for tenants can ensure greater fairness and due process and increase the likelihood of tenants keeping their housing. Providing legal assistance to tenants helps ensure that tenants have access to legal counsel and are better equipped to defend their rights in court. In recent years, there have been increasing efforts by cities to expand access to legal assistance for tenants facing eviction, which can promote housing stability and prevent homelessness. An effective tenant legal assistance program will include eligibility criteria, a definition of the legal services provided, dedicated funding, and outreach.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's tenant legal assistance program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[40] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
    - The required funding amount by tier can be split among any two of the four Protection policies requiring funding, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to

[38] For more information on relocation assistance and right of refusal provided to lower-income households, see California Government Code Section 66300(d)(2)(D).
[39] "Right to counsel" extends the right to an attorney, required in criminal procedures, to tenants in eviction trials, which are civil procedures.
[40] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

spend $30,000 on fair housing enforcement and $70,000 on a tenant legal assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on tenant legal assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.

- Funding for the program can come from any source that allows tenant legal assistance as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
- Jurisdictions that have an existing balance in a tenant legal assistance funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed legal assistance funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an organization to use for legal assistance services during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- The program's funding terms must define the situations in which a tenant receives legal assistance and set the eligible criteria for who receives assistance. At minimum, eligibility must include eviction and pre-eviction legal services for lower-income tenants.
- A jurisdiction must contract with one or more legal services organizations to provide legal assistance and representation for cases involving eviction and other eligible tenant issues.
- The jurisdiction must make information available for the public on its website regarding the legal service providers who are funded to assist residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility criteria if they are not included in the ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has contracted or will contract with one or more legal services organizations.

- A link to a website where the jurisdiction has made information available about legal services for residents.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Protection Policy 4: Foreclosure Assistance

Description from TOC Policy Resolution: Provide a dedicated funding source to support owner-occupied homeowners (up to 120% of Area Median Income (AMI)) at-risk of foreclosure, including direct financial assistance (e.g., mortgage assistance, property tax delinquency, HOA dues, etc.), foreclosure prevention counseling, legal assistance, and/or outreach.

Purpose

Foreclosures occur when homeowners are unable to make mortgage or other debt payments on a property and therefore must forfeit the rights to their home. Homeowners at risk of foreclosure, especially lower-income households, are also vulnerable to community displacement, homelessness, and may struggle to secure housing in the future due to foreclosure related credit issues. Accordingly, local policies providing foreclosure assistance actively seek to keep homeowners in their residence, which prevents displacement and promotes community and household stability. Foreclosure assistance activities may be administered directly by a jurisdiction, but often are administered in partnership with nonprofit organizations. An effective foreclosure assistance program will provide stable annual operating support to qualified partners to support homeowners facing foreclosure.

Relevant State Laws/Programs

California Homeowner Bill of Rights

The California Homeowner Bill of Rights provides some protections to homeowners facing foreclosure, which focus largely on requirements for how loan servicers must act during the foreclosure process.

California Mortgage Relief Program

The California Mortgage Relief Program provides financial assistance for homeowners who have fallen behind on housing payments or property taxes during the COVID-19

pandemic because of COVID-related hardships. Funds will be deployed from the program until they are all allocated, with an end date projected by 2025.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's foreclosure assistance program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[41] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
    - The required funding amount by tier can be split among any two of the four Protection policies requiring funding, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on foreclosure assistance and $70,000 on a rental assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on foreclosure assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.
- Funding for the program can come from any source that allows foreclosure assistance as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
- Jurisdictions that have an existing balance in a foreclosure assistance funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed foreclosure assistance funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an organization to use for foreclosure assistance services during the OBAG 4 cycle sometime between 2026 and 2030).

[41] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

AND/OR

- The funds are expended after January 1, 2025.

- A jurisdiction must contract with one or more organizations to provide foreclosure assistance to homeowners earning up to 120% of AMI.
- Foreclosure assistance activities may include tax delinquency forgiveness, emergency direct financial assistance (loans, grants, or other investment), loan modification services, legal services, foreclosure counseling, and proactive, targeted outreach to eligible households.
- The jurisdiction must make information available for the public on its website regarding the foreclosure assistance providers who are funded to assist residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility criteria if they are not included in the ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has contracted or will contract with one or more foreclosure assistance organizations.
- A link to a website where the jurisdiction has made information available about foreclosure assistance for residents.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Protection Policy 5: Rental Assistance Program

Description from TOC Policy Resolution: Provide a dedicated funding source and program for rental assistance to low-income[42] households.

Purpose

[42] In some contexts, state and federal agencies use the term "low-income" to refer to the more specific category of households earning between 50% of AMI and 80% of AMI. However, the use of the term "low-income households" in MTC Resolution No. 4530 is assumed to be synonymous with the broader category of "lower-income," or all households below 80% of AMI.

Health emergencies, job loss, or other unexpected expenses disproportionately impact lower-income households, and force renters to choose between paying rent and covering other necessary life expenses. Most eviction filings result from unpaid rent totaling less than the cost of one month, according to research from Princeton University's Eviction Lab.[43] For these reasons, rental assistance programs providing low-income tenants with emergency funds for rent are effective at preventing eviction and stopping displacement.[44] In addition to one-time assistance to prevent eviction, some rental assistance programs provide short-term assistance (e.g., six months to one year) to help residents experiencing homelessness become rehoused and achieve stability. Effective rental assistance programs provide one-time or short-term financial support to lower-income tenants at greatest risk of experiencing eviction and homelessness.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's tenant rental assistance program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[45] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
    - The required funding amount by tier can be split among any two of the four Protection policies requiring funding, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on fair housing enforcement and $70,000 on a rental assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on rental assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.
- Funding for the program can come from any source that allows rental assistance as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.

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[43] Badger, Emily. (2019). Many Renters Who Fact Eviction Owe Less than $600. The New York Times.
[44] Chapple, K. et. al. (2022). Housing Market Interventions and Residential Mobility in the San Francisco Bay Area. Federal Reserve Bank of San Francisco.
[45] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

- Jurisdictions that have an existing balance in a rental assistance funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed rental assistance funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an organization to use for rental assistance during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- The program must define the situations in which a tenant receives rental assistance and set the eligibility criteria for who receives assistance. Assistance must serve lower-income tenants (with incomes at 80% AMI or less), and jurisdictions may decide to target specific income groups or populations deemed most at risk of displacement and/or homelessness. The jurisdiction may choose to include additional eligibility requirements, such as the type(s) of documentation required for a tenant to establish eligibility (e.g., signed self-attestation form, etc.).
- Rental assistance can be distributed directly by the jurisdiction, or the jurisdiction can contract with nonprofits and/or community-based organizations to administer the funds.
- The jurisdiction must make information available for the public on its website regarding the rental assistance providers who are funded to assist residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility criteria if they are not included in the ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has contracted or will contract with one or more rental assistance providers.
- A link to a website where the jurisdiction has made information available about rental assistance available for residents.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future

funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Protection Policy 6: Rent Stabilization

Description from TOC Policy Resolution: Restricts annual rent increases based upon a measure of inflation or other metric, with provisions exceeding those established by AB 1482 (2019, Chiu).

Purpose

Rent stabilization ordinances limit annual rent increases to protect tenants from displacement. Importantly, research finds that rent stabilization policies are effective in preventing displacement and promoting neighborhood stability, particularly when paired with condominium conversion restrictions and just cause eviction regulations.[46] By decreasing renter housing cost burden over time, rent stabilization leaves tenants with more money to spend on essential needs and in the local economy. The increased stability and affordability created by rent stabilization also has positive consequences for mental and physical health as well as children's educational outcomes.[47] Though state law currently caps rent increases for some tenants, these protections expire in 2030 and allow rent increases beyond what many tenants can afford.[48] Moreover, in the absence of local rent stabilization ordinances and local government infrastructure to enforce them, tenants may be unaware of their rights and how to utilize them. As a result, multiple jurisdictions throughout the Bay Area and across California have adopted local rent stabilization ordinances that go beyond state law to better ensure stability for tenants. An effective rent stabilization ordinance will define a maximum annual rent increase and create mechanisms for local enforcement.

Relevant State Laws

AB 1482 (Tenant Protection Act of 2019) and SB 567 (2023)

AB 1482 (the Tenant Protection Act of 2019) limits annual rent increases to no more than 5% plus the local Consumer Price Index (a measure of the inflation rate) or 10%, whichever is lower. This law currently has a sunset of January 1, 2030. SB 567 (2023) makes landlords who violate the Tenant Protection Act liable in civil court for damages

[46] Chapple, K. et. al. (2022). Housing Market Interventions and Residential Mobility in the San Francisco Bay Area. Federal Reserve Bank of San Francisco.
[47] PolicyLink. "Rent Stabilization."
[48] Research shows that the 8% rent cap in place in San Jose from 1979 to 2016 had little impact on displacement, leading the city to lower its rent cap to 5% in 2016. Accordingly, the 10% cap allowed in state law may be similarly ineffective at preventing displacement. For more information see the findings in "Exploring The Effectiveness Of Tenant Protections In Silicon Valley" by the Urban Displacement Project at UC Berkeley.

and provides mechanisms for the Attorney General, city attorney, or county counsel to enforce the law.

Costa-Hawkins Rental Housing Act

Local rent stabilization ordinances must adhere to the framework established in state law by the Costa-Hawkins Rental Housing Act. This law establishes certain parameters for the policy features of local ordinances, such as prohibiting rent stabilization on single-family homes or buildings constructed after 1995, and allowing landlords to reset rents to market rate after a tenant leaves their unit (known as "vacancy decontrol"). Local ordinances retain significant room for policy flexibility to respond to local circumstances but must meet Costa-Hawkins's standards.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's rent stabilization ordinance must meet the following minimum requirements:

- The ordinance must not have a sunset date.
- The ordinance must apply to multifamily rental housing with three or more units, while adhering to the parameters of the Costa-Hawkins Rental Housing Act. If the jurisdiction chooses, the ordinance may apply to additional housing types, such as duplexes.
    - The ordinance may allow for exemptions for special housing types (e.g., deed-restricted affordable housing, student housing, assisted living facilities).
- A rent stabilization ordinance must limit maximum annual rent increases to be less than those allowed under state law (see Relevant State Laws section above for more information).[49]
- A jurisdiction must define a local enforcement mechanism (such as a rent board or administrative hearing) whereby tenants can dispute rent increases that exceed legally allowed maximums.[50]

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit documents or regulations describing the processes for enforcing maximum allowable rent increases and deciding disputes regarding rent increases, if these processes are not described in the jurisdiction's rent stabilization ordinance.

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[49] The maximum annual rent increases allowed under state law are defined in California Civil Code Section 1947.12,

[50] While state law provides some mechanisms for enforcement by the Attorney General and/or city attorney if a landlord raises rent in excess of the legally allowed increase, local administrative bodies like rent boards can provide more easily accessible processes for tenants to dispute rent increases that exceed legally allowed maximums.

Protection Policy 7: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities

Description from TOC Policy Resolution: Policies, programs, or procedures designed to minimize the risk of displacement caused by substandard conditions including through local code enforcement activities. This may include proactive rental inspection programs and assistance to landlords for property improvements in exchange for anti-displacement commitments. This policy may be used to fulfill either the housing preservation or protection requirement, but not both.

Purpose

Substandard conditions and physical deterioration represent a key threat to the region's rental housing stock and unsubsidized affordable housing units. These conditions create health and safety risks for tenants and can lead to condemnation, abandonment, and/or demolition of housing units. The remediation of substandard conditions in unsubsidized affordable housing is not only necessary to preserve this housing but also represents an important anti-displacement strategy. Code enforcement programs need to ensure habitability issues and needs for substantial property repairs do not lead to the permanent displacement of tenants, which also requires maintaining housing stability for tenants during any temporary displacement necessary for repairs. Code enforcement and other programs to address substandard conditions need to be centered in an anti-displacement framework, otherwise these activities can lead to the immediate displacement of vulnerable tenants if properties are deemed uninhabitable. An effective program which prevents displacement due to code enforcement protects tenants from displacement when renovations are mandated by code enforcement actions by requiring plans for maintaining habitability and providing public support to landlords on the condition that they provide additional tenant protections.

Relevant State Law

California Health and Safety Code (HSC)

HSC Section 17920.3 provides a definition of a substandard building, which includes inadequate sanitation such as a lack of plumbing, ventilation, or heating; structural hazards such as deteriorated floors, walls, or ceilings; faulty weather protection such as defective waterproofing and windows; and so on. Section 17970 – 17972 requires that when a jurisdiction receives a complaint from a tenant, they must inspect the building, document any findings, prescribe a remedy to the property owner, and schedule a reinspection to verify the correction. Section 17980 – 17992 states that once a building is determined to be substandard, the enforcement agency of the jurisdiction cannot require the vacating of residents unless it concurrently requires expeditious demolition or repair to comply with state law. If the tenant cannot safely reside in their unit due to repair, state law requires a property owner to provide affected tenants with compensation for moving expenses; the value of property lost, stolen or damaged in the process of moving; and costs associated with connection charges imposed by utility

companies for starting service. The relocation benefit also includes two months of the established fair market rent for the area as determined by the U.S. Department of Housing and Urban Development, and the property owner must return the full security deposit to the tenant.

Requirements for TOC Compliance

To comply with the TOC Policy, a jurisdiction must adopt a policy to prevent displacement from substandard conditions that meets the minimum standards for at least **ONE** of the following options:

1. **Offer grants or interest-free loans** to landlords to repair substandard or other dangerous/inadequate conditions in exchange for anti-displacement protections for tenants.
    - Funding for the program can come from any source that allows repairs of residential units as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
    - Prior to making repairs, the property owner must complete a tenant habitability plan describing how they will maintain habitability for the tenant and any adjacent units while repairs are being performed. If the tenant needs to be relocated for repairs, the plan discusses how the landlord will assist with temporary relocation, which must include offering a nearby available unit at same rent (if landlord owns other properties), paying for moving expenses, and providing relocation assistance to pay for the cost of temporary housing.
    - As a condition of receiving the grant or loan, the property owner must agree to continue renting to the existing tenant after repairs are complete with reasonable limits on rent increases for that tenant.
    - Jurisdictions may set income qualifications for landlords to receive this funding.
2. **Implement a rental escrow program** where tenants experiencing persistent habitability issues receive rent reductions and rental payments are deposited into an escrow account until code violations are addressed.
    - Prior to making repairs, the property owner must complete a tenant habitability plan describing how they will maintain habitability for the tenant and any adjacent units while repairs are being performed. If the tenant needs to be relocated for repairs, the plan discusses how the landlord will assist with temporary relocation, which must include offering a nearby available unit at same rent (if landlord owns other properties), paying for moving expenses, and providing relocation assistance to pay for the cost of temporary housing.
    - The tenant has the right to reoccupy the unit after repairs are complete.

- While rental funds are in escrow, the landlord can request access to them only for repairs, tenant relocation assistance, and other qualifying expenses.
- The rental escrow program must clearly define the circumstances in which a tenant can safely withhold or reduce rent without fear of eviction.

3. **Require landlords to complete a tenant habitability plan** as part of the permitting process for repairs to address code issues.
   - The plan must describe how the landlord will maintain habitability for the tenant and any adjacent units while repairs are being performed.
   - If the tenant needs to be relocated for repairs, the plan discusses how the landlord will assist with temporary relocation, which must include offering a nearby available unit at same rent (if landlord owns other properties), paying for moving expenses, and providing relocation assistance to pay for the cost of temporary housing.
   - The tenant has the right to reoccupy the unit after repairs are complete.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- The rehabilitation grant/loan program's eligibility requirements and financing terms if a jurisdiction is selecting this option.
- A template of the tenant habitability plan or a document outlining details that must be included in such a plan if a jurisdiction is selecting this option.

Protection Policy 8: Tenant Relocation Assistance

Description from TOC Policy Resolution: Policy or program that provides relocation assistance (financial and/or other services) to tenants displaced through no fault of their own, with assistance exceeding that required under state law.

Purpose

Relocation assistance can prevent undue burden and hardship for renters in the Bay Area's high-cost housing market. The majority of Bay Area tenants are lower-income, making less than 80% of Area Median Income (AMI), while nearly one-quarter of the region's renters are extremely low-income and make less than 30% of AMI.[51] Consequently, most tenants are likely to require financial assistance to regain stability if they are displaced from their current housing due to demolition, code enforcement violations, no-fault or no-cause evictions, or other circumstances outside of their control. An effective relocation assistance policy includes clear definitions of tenant eligibility and required minimum compensation from landlord.

[51] U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release.

Relevant State Laws

Multiple state laws govern situations that require property owners to provide tenants with relocation assistance, including the following:

- Tenant Protection Act of 2019 (AB 1482)
- California Government Code Sections 7260-7277
- Housing Crisis Act of 2019, established by SB 330 (2019) and amended by SB 8 (2021)
- California Health and Safety Code Sections 17975-17975.10

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's relocation assistance policy must meet the following minimum requirements:

- Landlords must make relocation payments for all no-cause or no-fault evictions.[52]
- Jurisdictions can choose to limit assistance to lower-income tenants (those at 80% of AMI or less) or lower- and moderate-income tenants (those at 120% of AMI or less).
- The amount of relocation assistance must be equal to at least three months' fair market rent, unless another law (e.g., local, state, federal) requires a higher minimum amount.

Protection Policy 9: Mobile Home Rent Stabilization

Description from TOC Policy Resolution: Restricts annual rent increases on mobile home residents based upon a measure of inflation or another metric.

Purpose

A mobile home rent stabilization policy can help protect the affordability and stability of mobile home communities. Mobile home parks are often a unique hybrid of rental housing and ownership housing: residents typically own their homes and rent the lots where the homes are located, which generally enables mobile homes to be purchased at much lower prices than other forms of homeownership. In some cases, a mobile home resident rents the actual mobile home, either from the mobile home owner or the mobile home park. Despite their name, mobile homes are rarely able to be moved off their lots, and so an unaffordable increase in lot rent could force the sale of the mobile home and displacement of the residents. In some communities, mobile home parks comprise a significant portion of unsubsidized affordable housing, and these neighborhoods are

[52] No-fault evictions can occur for tenants covered by just cause eviction protections under state law (i.e., AB 1482) or local ordinances, and these no-fault circumstances are defined by the terms of these laws. For tenants who are not covered by just cause eviction protections under state law or local ordinances, no-cause evictions occur when a landlord chooses not to renew an annual lease or provides a notice to terminate the tenancy that is not required to state a reason.

increasingly being acquired by speculative investors.[53] Given these conditions, mobile home rent stabilization can promote longer-term community stability for mobile home residents and prevent displacement of lower-income residents who lack other housing options. An effective mobile home rent stabilization ordinance will include a limit on annual rent increases and processes for ensuring compliance with the policy.

Relevant State Law

SB 940 (2022)

While the Mobile Home Residency Law previously exempted "new construction" from local mobile home rent stabilization laws, SB 940 (2022) limits this exemption to 15 years. Additionally, SB 940 creates a distinction between mobile home parks and mobile home spaces. For individual mobile home spaces within an existing mobile home park, "new construction" is newly constructed spaces "initially rented" after January 1, 1990. For mobile home parks, "new construction" is defined as all spaces in a newly constructed mobile home park for which the permit to operate is first issued on or after January 1, 2023.

Requirements for TOC Policy Compliance

To receive compliance credit for this policy, a jurisdiction must demonstrate there is at least one mobile home park (as defined by California's Mobile Home Park Act) within the jurisdiction. Due to the heightened vulnerability of mobile home parks and the residents who occupy them, a jurisdiction with an adopted mobile home rent stabilization policy that applies to all mobile home parks may receive credit for this policy even if none of the parks are located within TOC areas. If none of the at-risk mobile home parks in a jurisdiction are located within a TOC area, then the jurisdiction must apply this policy jurisdiction-wide.

To comply with the TOC Policy, a jurisdiction's mobile home rent stabilization ordinance must meet the following minimum requirements:

- A mobile home rent stabilization ordinance must define maximum annual rent increases for both mobile home spaces (i.e., lot rent) and mobile homes as **ONE** of the following:
  - A flat rate increase of up to 5%. A jurisdiction may choose to set the maximum allowable rent increase below 5%.
  - A rate increase linked to the local CPI, which is a measure of inflation. A jurisdiction must set the maximum allowable rent increase no higher than 100% of CPI, or the jurisdiction could choose to set the maximum allowable rent increase at a smaller percentage of CPI.

[53] Arnold, C., Benincasa, R., and Childs, M. 2021. How the government helps investors buy mobile home parks, raise rent and evict people. National Public Radio.

- Some combination of the two standards described above (e.g., a maximum annual rent increase limited to 60% of CPI or 5%, whichever is lower).

- Some form of vacancy control within constitutional limits.
- A jurisdiction must define a local enforcement mechanism (such as a rent board or administrative hearing) whereby mobile home residents can dispute rent increases that exceed legally allowed maximums.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- Documentation of the presence of at least one mobile home park within the jurisdiction.
- Documents or regulations describing the processes for enforcing maximum allowable rent increases and deciding disputes regarding rent increases if these processes are not described in the jurisdiction's rent stabilization ordinance.

Protection Policy 10: Fair Housing Enforcement

Description from TOC Policy Resolution: Policy, program, or investments that support fair housing testing, compliance monitoring, and enforcement.

Purpose

Fair housing laws aim to ensure that people have equal access to housing regardless of their race, national origin, family status, religion, sex, disability, or other characteristics that are known as "protected classes."[54] Across the region, people of color, people with disabilities, and other protected classes are disproportionately represented in a number of indicators of housing need that put them at greater risk of displacement.[55] Consistent enforcement of existing fair housing law is a critical strategy to overcome patterns of segregation and foster inclusive communities. Local jurisdictions can further fair housing by supporting fair housing organizations who conduct fair housing testing, investigate complaints, and assist with filing complaints with the state and/or federal agencies who can take administrative action. In response to fair housing complaints, fair housing organizations can also provide mediation between housing providers and complainants, or file lawsuits against those found to be in violation of the law.

[54] The Fair Housing Act is a federal law passed in 1968 and amended several times thereafter that protects individuals from experiencing housing discrimination based on the following characteristics: race, color, national origin, religion, sex, familial status, and disability. California's Fair Employment and Housing Act expands on the protected classes defined by federal law by also prohibiting housing discrimination based on the following characteristics: sexual orientation, gender identity and gender expression, genetic information, marital status, source of income, citizenship, primary language, and immigration status.

[55] For more information on disparities in housing needs, see ABAG's Housing Needs Data Packets.

Relevant State Laws

Fair Employment and Housing Act

California's Fair Employment and Housing Act prohibits those engaged in the housing business from discriminating against protected classes. The California Department of Fair Employment and Housing is responsible for enforcing state fair housing laws, which includes investigating and settling fair housing complaints.

AB 686

Affirmatively Furthering Fair Housing, established by AB 686 (2018), requires that local jurisdictions take meaningful actions that address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's fair housing enforcement policy/program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[56] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
    - The required funding amount by tier can be split among any two of the four Protection policies requiring funding, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on fair housing enforcement and $70,000 on a tenant legal assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on fair housing enforcement. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.
- Funding for the program can come from any source that allows fair housing enforcement as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.

[56] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

- Jurisdictions that have an existing balance in a fair housing enforcement funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed fair housing enforcement funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an organization to use for legal assistance services during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- A jurisdiction must contract with one or more fair housing service providers to serve its constituents and provide fair housing enforcement. Alternatively, the jurisdiction can establish its own fair housing testing and enforcement program with staff who conduct fair housing testing on a regular basis,[57] investigate complaints of discrimination, provide information to tenants and landlords, and refer cases to the State Department of Fair Employment and Housing.[58]
- The jurisdiction must make information available for the public on its website regarding the fair housing services available to assist residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- Documents demonstrating the jurisdiction has contracted or will contract with one or more fair housing enforcement organizations, if applicable.
- A link to a website where the jurisdiction has made information available about fair housing services for residents.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting

[57] In 2017, the City of Seattle conducted their own in-house civil rights testing program where housing tests were conducted by email, phone and in-person.
[58] The City of Santa Barbara has a Fair Housing Enforcement Officer on staff who completes these actions.

compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Protection Policy 11: Tenant Anti-Harassment Protections

Description from TOC Policy Resolution: Policy or program that grants tenants legal protection from unreasonable, abusive, or coercive landlord behavior.

Purpose

Despite existing state law prohibiting landlords from using threats or intimidation for the purpose of influencing tenants to vacate a unit, landlord harassment continues to be an issue of concern and driver of informal evictions in many communities across the Bay Area. State law lacks specific language defining harassing behavior, which can make violations difficult to prove in court. As a result, multiple jurisdictions throughout the Bay Area and across California have adopted anti-harassment ordinances that go beyond state law to better ensure stability for vulnerable tenants.[59]

Informal evictions through tenant harassment are a persistent problem for low-income, undocumented, and/or limited English-speaking residents because these populations are especially vulnerable to landlord actions.[60] Anti-harassment ordinances can reduce such displacement pressures by clarifying what constitutes harassment and enabling affected tenants as well as jurisdictions to stop harassment. Anti-harassment policies can also support habitability improvements by reducing the risk of retaliation against tenants who report habitability issues to landlords, thereby improving the quality of housing. An effective tenant anti-harassment ordinance defines prohibited harassing behaviors and mechanisms for enforcement.

Relevant State Laws

California Civil Code Section 1940.2

State law prohibits a landlord from using "force, willful threats, or menacing conduct" to influence a tenant to vacate a dwelling. The law also prohibits a landlord from threatening to disclose information regarding the immigration or citizenship status of a tenant. Tenants are entitled to up to $2,000 per violation if they prevail in a civil action.

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[59] *Mercury News* article from June 15, 2022, reporting on tenant harassment in Concord and the ordinance passed in response by the City Council. *East Bay Times article* from July 13, 2021, reporting on tenant harassment in Richmond and the ordinance passed in response by the City Council.

[60] Desmond, M. (2012) Eviction and the Reproduction of Urban Poverty. AJS: 118(1) 88-133; Desmond, M. C. Gershenson, and B. Kiviat (2016) Forced Relocation and Residential Instability among Urban Renters. Social Service Review 89 (2). Greenberg, D. C. Gershenson and M. Desmond (2016) Discrimination in Evictions: Empirical Evidence and Legal Challenges. Harvard Civil Rights-Civil Liberties Law Review 51: 115-158.

California Civil Code Section 1942.5

State law prohibits a landlord from retaliating against a tenant for exercising their legal rights. Landlords who violate this prohibition are liable for actual damages, attorney's fees, and punitive damages of up to $2,000 per retaliatory act.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's tenant anti-harassment policy must meet the following minimum requirements:

- The tenant anti-harassment policy must define harassing behaviors, which at minimum shall include behaviors prohibited by state law as well as the following:
  - Any behavior to prevent tenant organizing. Landlords may not impinge tenants' ability to engage in organizing activities regarding issues of common interest or concern to other tenants, including unreasonable restrictions on distributing literature to and/or meeting with other residents at properties owned by the same landlord.
  - Refusal to accept or acknowledge receipt of a tenant's lawful rent payment.
  - Requesting information or documentation relating to immigration or citizenship status, unless otherwise required by federal law.
  - Failing to perform repairs or maintenance or threatening to fail to perform repairs or maintenance required by contract or by state, county, or local housing, health, or safety laws.
- The policy must state that the city or county attorney as well as the impacted tenant may bring a civil action or request an injunction in response to harassment.
- The policy must establish penalties for landlords found to be in violation, including fines, attorneys' fees, and punitive damages. The policy shall also define a violation of the ordinance as an affirmative defense for a tenant in an eviction proceeding.
- The policy must establish noticing requirements for landlords to provide each tenant with an information sheet outlining anti-harassment protections and any other tenant protections in the jurisdiction (e.g., rent stabilization, just cause, relocation assistance). The sheet must include links to the city website and at least one local tenant legal services organization.

IV. Commercial Stabilization Policy Options

To comply with the TOC Policy, a jurisdiction must adopt **at least one** of the commercial stabilization policies listed below:

- Commercial Stabilization Policy 1: Small Business and Non-Profit Overlay Zone
- Commercial Stabilization Policy 2: Small Business and Non-Profit Preference Policy

- Commercial Stabilization Policy 3: Small Business and Non-Profit Financial Assistance Program
- Commercial Stabilization Policy 4: Small Business Advocate Office

A jurisdiction may meet the requirements with existing adopted policies or as needed, adopt new policies by the TOC Policy compliance deadline. At minimum, policies must apply in TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). See Section 2 of the guidance document for more information about these requirements.

Commercial Stabilization Policy 1: Small Business and Non-Profit Overlay

Description from TOC Policy Resolution: Establish boundaries designated for an overlay, triggering a set of protections and benefits should development impact small businesses (including public markets) or community-serving non-profits.

Purpose

To prevent displacement caused by transit-oriented development, jurisdictions can protect existing small businesses and community-serving non-profits by affording protections and benefits beyond what is available jurisdiction-wide. A jurisdiction may select this policy to preserve the rich community of small businesses and non-profits located in areas that are subject to new development. An "overlay zone" is a district that superimposes additional regulations over existing zoning districts.[61] A successful overlay zone offers benefits such as an operating subsidy, eviction protections, and relocation requirements.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's small business and non-profit overlay policy must meet the following minimum requirements:

- Jurisdictions must define "small business" and "community-serving non-profit" to establish the minimum requirements to qualify for protections.
- Offer at least one protection or benefit specific to the community and expected to prevent displacement.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit a copy of the policy's eligibility criteria and description of protections and/or benefits provided, if they are not included in the ordinance or other documents establishing the program.

[61] Planetizen Planopedia. "What is an Overlay District?"

Commercial Stabilization Policy 2: Small Business and Non-Profit Preference Policy

Description from TOC Policy Resolution: Give priority and a right of first offer to local small businesses and/or community-serving non-profits when selecting a tenant for new market-rate commercial space.

Purpose

Transit-oriented development has the potential to displace existing small businesses and non-profits as new development may increase commercial rent costs. This policy would require that owners or managers of applicable commercial spaces provide a preference to small businesses and/or community-serving non-profits when selecting tenants by offering them the right of first offer. A jurisdiction would select this policy to protect their existing community of non-profits and small businesses from displacement.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's small business and non-profit preference policy must meet the following minimum requirements:

- Jurisdictions must define "small business" and "community-serving non-profit" to establish the minimum requirements to qualify for preference.
- Establish a preference policy that prioritizes small businesses and non-profits when selecting new tenants by offering them the right of first offer. Jurisdictions may apply such a policy on publicly-owned properties, as part of the entitlement process for a new development, as a condition of a small business support program, or in other applicable circumstances.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit a copy of the policy's eligibility criteria and preference details, if they are not included in the ordinance or other documents establishing the program.

Commercial Stabilization Policy 3: Small Business and Non-Profit Financial Assistance Program

Description from TOC Policy Resolution: Dedicated funding program for any impacted small business and community-serving non-profits.

Purpose

As jurisdictions promote transit-oriented development in their communities, they must also take steps to prevent displacement and gentrification in these areas. By providing direct financial assistance, jurisdictions can support small businesses and non-profits through any community-wide transition that comes with new transit-oriented development. Jurisdictions may choose this policy to protect their small businesses and community-serving non-profits that enrich the fabric of their community.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's small business and non-profit financial assistance program must meet the following minimum requirements:

- Jurisdictions must define "small business" and "community-serving non-profit" to establish the minimum requirement to quality for financial assistance.
- The jurisdiction must have a program with secured funding[62] that provides financial assistance to stabilize small businesses and non-profits located in the TOC areas. The jurisdiction could choose to offer this assistance to businesses and non-profits in additional areas as well.
- Provide technical assistance and up-to-date information online regarding funding opportunities and deadlines.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the eligibility criteria and program details if they are not included in the ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Commercial Stabilization Policy 4: Small Business Advocate Office

Description from TOC Policy Resolution: Provide a single point of contact for small business owners and/or a small business alliance.

Purpose

A jurisdiction's small business economy is bolstered by technical assistance, educational workshops, advertising and exposure, and the development of a network of neighboring businesses. These types of support could be offered by a jurisdiction or an

[62] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

outside contractor and are best utilized when there is a single point of contact. A jurisdiction may choose this policy to commit to the resilience of their small business community.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's small business advocate office policy must meet the following minimum requirements:

- Provide a single point of contact for small business owners to connect with a technical support resource. The single point of contact could be a jurisdictional staff member or an outside contractor. Outside contractors could be a staff member of the nearest Small Business Center (SBC) or Small Business Development Center (SBDC)[63] In the case of an outside contractor, the jurisdiction must have dedicated staff oversight.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the eligibility criteria and program details if they are not included in the ordinance or other documents establishing the program.
- If an outside contractor is used as the point of contact, a description of the jurisdiction's approach for oversight of the contractor.

[63] SBCs are part of the California Network of Small Business and Technical Assistance Centers, funded by CalOSBA, while SBDCs are part of a nationwide network funded by the U.S. Small Business Administration.

Appendix B: Jurisdictions by Funding Tier

Table 1 lists the jurisdictions in each funding tier and the jurisdiction's required minimum four-year funding commitment for each policy selected that requires a funding commitment. *Note: all Bay Area jurisdictions are listed, although not all jurisdictions have TOC areas.*

For the policies in the Protection category, the required funding amount by tier can be split among any two of the four policies, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on fair housing enforcement and $70,000 on a rental assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on a single policy, such as rental assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.

Table 1: Jurisdictions by Funding Tier

Jurisdiction	*Very Low- and Low-Income RHNA*	*Tier*	*Production 2 and Production 6*	*Preservation 1 and Preservation 5*	*Protection 3, Protection 4, Protection 5, and Protection 10*
Yountville	30	A	$1,000,000	$500,000	$100,000
Calistoga	50	A	$1,000,000	$500,000	$100,000
Ross	54	A	$1,000,000	$500,000	$100,000
Unincorporated Napa	61	A	$1,000,000	$500,000	$100,000
Colma	69	A	$1,000,000	$500,000	$100,000
Belvedere	77	A	$1,000,000	$500,000	$100,000
Monte Sereno	83	A	$1,000,000	$500,000	$100,000
Sebastopol	86	A	$1,000,000	$500,000	$100,000
Cotati	94	A	$1,000,000	$500,000	$100,000
Portola Valley	115	A	$1,000,000	$500,000	$100,000
Unincorporated Solano	130	A	$1,000,000	$500,000	$100,000
Cloverdale	141	A	$1,000,000	$500,000	$100,000
Woodside	142	A	$1,000,000	$500,000	$100,000
Atherton	148	A	$1,000,000	$500,000	$100,000
St. Helena	163	A	$1,000,000	$500,000	$100,000
Dixon	175	A	$1,000,000	$500,000	$100,000
Pinole	190	A	$1,000,000	$500,000	$100,000
Los Altos Hills	197	A	$1,000,000	$500,000	$100,000
Fairfax	235	A	$1,000,000	$500,000	$100,000
Hillsborough	244	A	$1,000,000	$500,000	$100,000

Jurisdiction	Very Low- and Low-Income RHNA	Tier	Production 2 and Production 6	Preservation 1 and Preservation 5	Protection 3, Protection 4, Protection 5, and Protection 10
Suisun City	255	A	$1,000,000	$500,000	$100,000
Piedmont	257	A	$1,000,000	$500,000	$100,000
East Palo Alto	260	A	$1,000,000	$500,000	$100,000
Clayton	267	A	$1,000,000	$500,000	$100,000
San Pablo	273	A	$1,000,000	$500,000	$100,000
American Canyon	278	A	$1,000,000	$500,000	$100,000
Half Moon Bay	285	A	$1,000,000	$500,000	$100,000
Healdsburg	299	A	$1,000,000	$500,000	$100,000
Tiburon	303	A	$1,000,000	$500,000	$100,000
Sausalito	315	A	$1,000,000	$500,000	$100,000
Corte Madera	336	A	$1,000,000	$500,000	$100,000
Benicia	339	A	$1,000,000	$500,000	$100,000
San Anselmo	398	A	$1,000,000	$500,000	$100,000
Mill Valley	413	B	$1,400,000	$600,000	$200,000
Morgan Hill	413	B	$1,400,000	$600,000	$200,000
Oakley	440	B	$1,400,000	$600,000	$200,000
Larkspur	459	B	$1,400,000	$600,000	$200,000
Albany	486	B	$1,400,000	$600,000	$200,000
Brisbane	500	B	$1,400,000	$600,000	$200,000
Moraga	501	B	$1,400,000	$600,000	$200,000
El Cerrito	526	B	$1,400,000	$600,000	$200,000
Hercules	542	B	$1,400,000	$600,000	$200,000
Martinez	551	B	$1,400,000	$600,000	$200,000
Orinda	587	B	$1,400,000	$600,000	$200,000
Windsor	607	B	$1,400,000	$600,000	$200,000
Rohnert Park	629	B	$1,400,000	$600,000	$200,000
Brentwood	634	B	$1,400,000	$600,000	$200,000
Emeryville	710	C	$2,000,000	$700,000	$200,000
Saratoga	715	C	$2,000,000	$700,000	$200,000
Newark	732	C	$2,000,000	$700,000	$200,000
Belmont	769	C	$3,000,000	$700,000	$200,000
Petaluma	787	C	$2,000,000	$700,000	$200,000
Los Altos	789	C	$2,000,000	$700,000	$200,000
Pittsburg	812	C	$2,000,000	$700,000	$200,000
Foster City	819	C	$2,000,000	$700,000	$200,000
Los Gatos	847	C	$2,000,000	$700,000	$200,000
Pacifica	848	C	$2,000,000	$700,000	$200,000
Pleasant Hill	892	C	$2,000,000	$700,000	$200,000

Jurisdiction	Very Low- and Low-Income RHNA	Tier	Production 2 and Production 6	Preservation 1 and Preservation 5	Protection 3, Protection 4, Protection 5, and Protection 10
Novato	898	C	$2,000,000	$700,000	$200,000
Millbrae	906	C	$2,000,000	$700,000	$200,000
Lafayette	943	C	$2,000,000	$700,000	$200,000
Danville	1,028	C	$2,000,000	$700,000	$200,000
Gilroy	1,054	C	$2,000,000	$700,000	$200,000
Vallejo	1,059	C	$2,000,000	$700,000	$200,000
Vacaville	1,081	C	$2,000,000	$700,000	$200,000
San Bruno	1,109	D	$3,000,000	$900,000	$300,000
San Carlos	1,164	D	$3,000,000	$900,000	$300,000
Menlo Park	1,166	D	$3,000,000	$900,000	$300,000
Campbell	1,186	D	$3,000,000	$900,000	$300,000
Napa	1,214	D	$3,000,000	$900,000	$300,000
Antioch	1,248	D	$3,000,000	$900,000	$300,000
Fairfield	1,256	D	$3,000,000	$900,000	$300,000
Unincorporated San Mateo	1279	D	$3,000,000	$900,000	$300,000
Unincorporated Santa Clara	1305	D	$3,000,000	$900,000	$300,000
Richmond	1,325	D	$3,000,000	$900,000	$300,000
San Rafael	1,349	D	$3,000,000	$900,000	$300,000
San Leandro	1,357	D	$3,000,000	$900,000	$300,000
Union City	1,358	D	$3,000,000	$900,000	$300,000
Burlingame	1,360	D	$3,000,000	$900,000	$300,000
South San Francisco	1,373	D	$3,000,000	$900,000	$300,000
Unincorporated Sonoma	1,608	E	$4,000,000	$1,200,000	$300,000
Hayward	1,692	E	$4,000,000	$1,200,000	$300,000
Dublin	1,710	E	$4,000,000	$1,200,000	$300,000
Unincorporated Marin	1734	E	$4,000,000	$1,200,000	$300,000
Redwood City	1,758	E	$4,000,000	$1,200,000	$300,000
Cupertino	1,880	E	$4,000,000	$1,200,000	$300,000
Santa Rosa	1,919	E	$4,000,000	$1,200,000	$300,000
Unincorporated Alameda	1,972	E	$4,000,000	$1,200,000	$300,000
Concord	2,036	E	$4,000,000	$1,200,000	$300,000
Livermore	2,075	E	$4,000,000	$1,200,000	$300,000
Daly City	2,105	E	$4,000,000	$1,200,000	$300,000
Alameda	2,239	E	$4,000,000	$1,200,000	$300,000

Jurisdiction	Very Low- and Low-Income RHNA	Tier	Production 2 and Production 6	Preservation 1 and Preservation 5	Protection 3, Protection 4, Protection 5, and Protection 10
San Ramon	1,359	E	$4,000,000	$1,200,000	$300,000
Palo Alto	2,452	E	$4,000,000	$1,200,000	$300,000
Walnut Creek	2,611	E	$4,000,000	$1,200,000	$300,000
Milpitas	2,655	E	$4,000,000	$1,200,000	$300,000
Pleasanton	2,758	E	$4,000,000	$1,200,000	$300,000
San Mateo	2,800	E	$4,000,000	$1,200,000	$300,000
Unincorporated Contra Costa	3,266	F	$8,000,000	$2,400,000	$400,000
Berkeley	3,854	F	$8,000,000	$2,400,000	$400,000
Mountain View	4,370	F	$8,000,000	$2,400,000	$400,000
Santa Clara	4,525	F	$8,000,000	$2,400,000	$400,000
Sunnyvale	4,677	F	$8,000,000	$2,400,000	$400,000
Fremont	5,736	F	$8,000,000	$2,400,000	$400,000
Oakland	10,261	G	$40,000,000	$8,000,000	$1,000,000
San Jose	23,775	G	$40,000,000	$8,000,000	$1,000,000
San Francisco	32,881	G	$40,000,000	$8,000,000	$1,000,000

Overview of the Metropolitan Transportation Commission's Transit Oriented Communities (TOC) Policy

City Council Meeting

October 1, 2024

DUBLIN
CALIFORNIA

Background

Metropolitan Transportation Commission

- Planning, financing, coordinating transportation for nine Bay Area counties
- 2021: MTC and ABAG Adopted Plan Bay Area 2050
  - 30-yr Regional Transportation Plan and Sustainable Communities Strategy
- 2022: MTC Adopted the TOC Policy
  - Helps Implement Plan Bay Area 2050
  - "Voluntary"

METROPOLITAN TRANSPORTATION COMMISSION

Association of Bay Area Governments

PLAN BAY AREA 2050

TOC Policy Goals

1. Increase the overall housing supply by increasing the density for new residential projects. Prioritize affordable housing in transit-rich areas.

2. In areas near regional transit hubs, increase density for businesses and commercial development.

3. Prioritize bus transit, active transportation, and shared mobility (bike and ped) within and to/from transit-rich areas, located more than 1/2 mile from transit stops or stations; and

4. Support and build partnerships to create equitable transit-oriented communities within the San Francisco Bay Area.

Funding

Federal Highway Administration (FHWA)

Flexible funds to MTC for investments in roads, highways, transit, and bike and pedestrian projects.

MTC distributes funds to local agencies through different Programs

MTC One Bay Area Grant (OBAG)

MTC Program to guide distribution of FHWA funds

City of Dublin has received $1.13 million in last 3 OBAG cycles

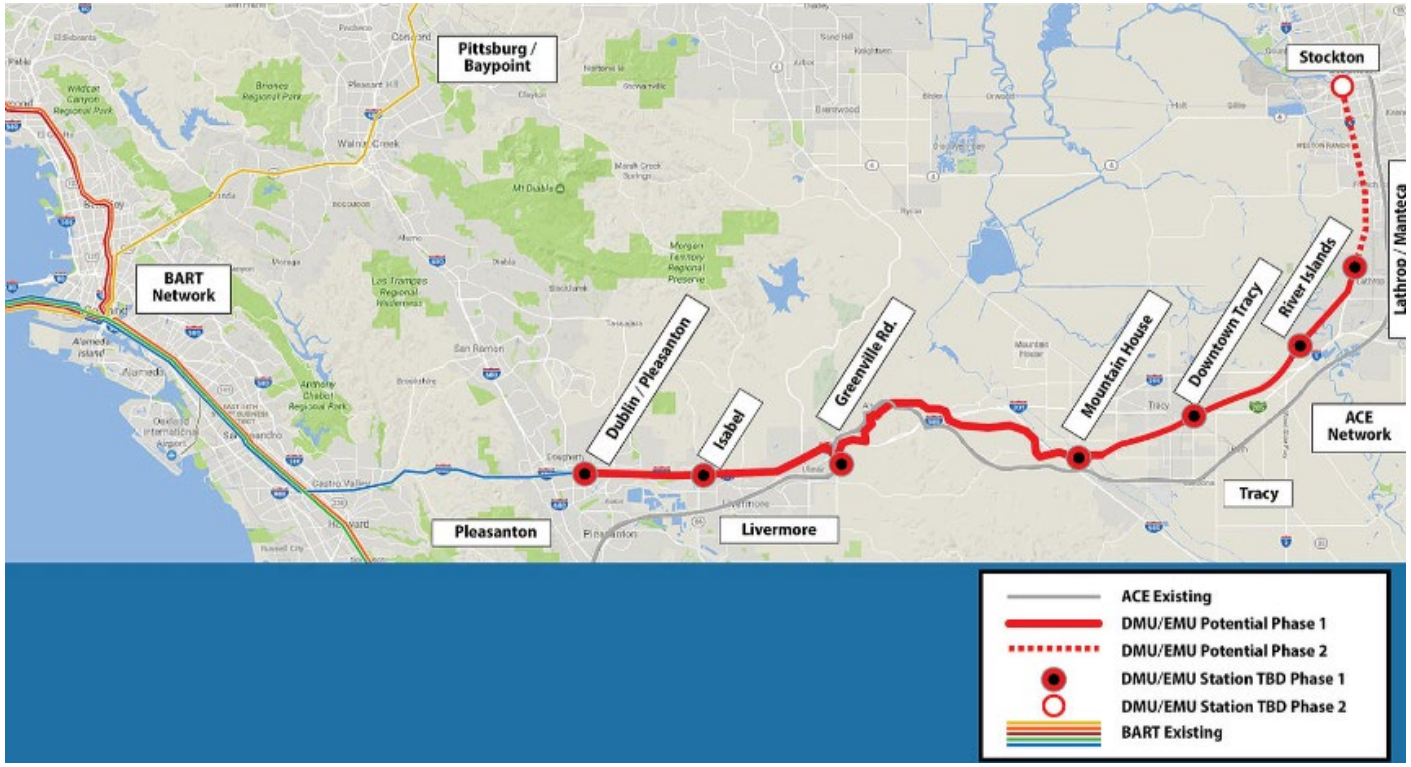
OBAG 4- Requires TOC Compliance by 2026

Other Funding

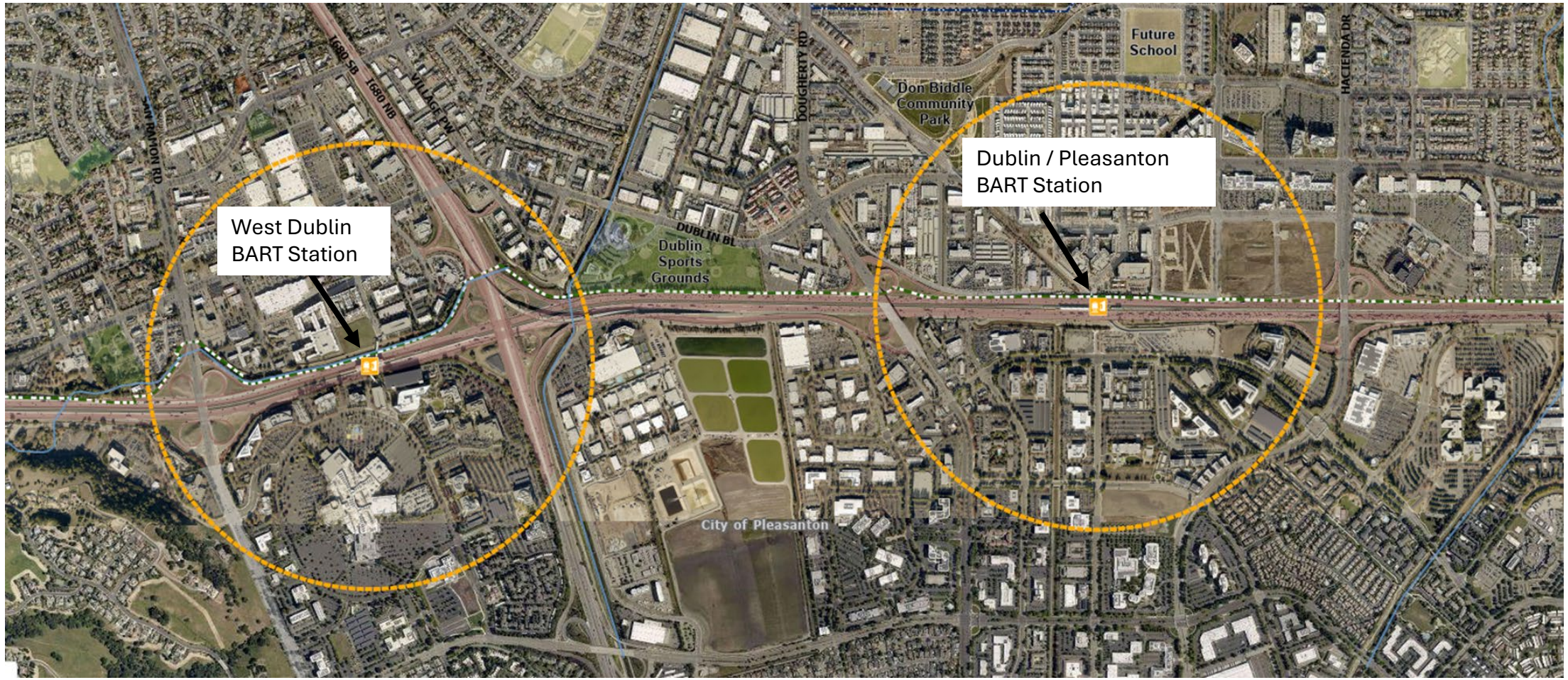
Alameda County Transportation Commission Comprehensive Investment Plan (CIP) may include TOC compliance requirements in the future

Valley Link Rail Extension

- Funding for Valley Link tied to TOC Policy compliance
- MTC commitment letter



TOC Policy Overview - Station Areas



TOC Policy Overview – Transit Tier

- Transit Tier defines required TOC policy standards
- Dublin served by one BART line (Blue line)
- TOC Policy Tier 3

TOC Policy Overview – 4 Elements

1. Density and Intensity Standards (Station Areas)
2. Affordable Housing and Commercial Stabilization Policies (Citywide)
3. Parking Management (Station Areas)
4. Access and Circulation (Citywide)

TOC Policy Overview

- Requires further analysis of impacts by staff
- What constitutes compliance for MTC?
  - Achieve 85% compliance to qualify.
  - MTC TOC Policy does not define metrics for compliance.
  - MTC plans to provide technical assistance to help jurisdictions develop policies and programs (end of 2024).
  - Compliance and flexibility with compliance to be determined in 2025.

Density and Intensity Standards

TOC Standards Tier 3	TOC Standard	West Dublin BART Station Area (DDSP)		Dublin/Pleasanton BART Station Area (Transit Station)
Minimum Residential Density (units/acre)	50	TOD	30	25.1
		Retail	22	
		Village	None	
Maximum Residential Density (units/acre)	75	TOD	85	None
		Retail	None	
		Village	15	
Minimum Office Intensity (FAR)	2.0	TOD	None	.25
		Retail	None	
		Village	None	
Maximum Office Intensity (FAR)	4.0	TOD	2.5	.80
		Retail	2.0 (Retail District) 2.5 (Retail Core)	
		Village	0.35	

Affordable Housing & Commercial Stabilization

Citywide policies across the following four categories to demonstrate TOC Policy compliance:

- **Production** (minimum of **2 policies** out of 7 policies)
- **Preservation** (minimum of **2 policies** out of 8 policies)
- **Protection** (minimum of **2 policies** out of 11 policies)
- **Commercial Stabilization** (minimum of **1 policy** out of 4 policies)

Production

(Minimum of 2 Policies out of 7 Policies)

Policy No	TOC Policy	Requirement	Notes / Consideration
1	**Inclusionary Housing**	15% of units for new residential developments be deed restricted for low-income households	**Existing Inclusionary Zoning Ordinance qualifies. (HE Program B.4: Inclusionary Zoning Regulations)**
4	**Public Land for Affordable Housing**	Reuse of Publicly owned land for affordable and mixed - income housing	**City is working with Alameda County Surplus Authority to provide affordable housing at the Transit Center Site. (HE Program B.16: Publicly Owned Land)**

Preservation

(Minimum of 2 Policies out of 8 Policies)

Policy No	TOC Policy	Requirement	Notes /Consideration
4	**Condominium Conversion Restrictions**	Units converted to condominiums be replaced 1:1 with comparable rental units unless purchased by current long-term tenants or converted permanently to affordable housing with tenant protections	**Condominium Ordinance (DMC 8.54) to be updated to include 1:1 replacement of converted units, no funding requirement / requires staff time.**
8	**Preventing Displacement from Substandard Conditions and Associated Enforcement Activities**	Minimize risk of displacement caused by substandard conditions, through local code enforcement activities.	**Minimum funding commitment. Minor Home Improvement Grant with Alameda County provides up to $5,000/yr per household. City would need to increase funding to $10,000/yr.**

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Protection

(Minimum of 2 Policies out of 8 Policies)

Policy No.	TOC Policy	Notes
1	Just Cause Eviction Protection	Requires staff, consultant time, and resources.
2	No Net Loss and Right to Return to Demolished Homes	Requires staff, consultant time, and resources.
3	**Legal Assistance for Tenants**	**Funding Commitment of $300,000**
4	Foreclosure Assistance	Funding Commitment of $300,000
5	Rental Assistance Program	Funding Commitment of $300,000
6	Rent Stabilization	Requires staff, consultant time, and resources.
7	Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities	Requires staff, consultant time, and resources. Cannot be used if using Preservation Policy 8.
8	Tenant Relocation Assistance	Requires staff, consultant time, and resources.
9	~~Mobile Home Rent Stabilization~~	No Mobile Homes in Dublin
10	Fair Housing Enforcement	Requires staff, consultant time, and resources.
11	Tenant Anti-Harassment Protections	Requires staff, consultant time, and resources.

Commercial Stabilization

(Minimum of 1 Policy out of 4 Policies)

Policy No.	TOC Policy	Requirement	Notes / Consideration
4	**Small Business Advocate Office**	Provide a single point of contact for small business owners/ alliance	**City currently provides this service through the Economic Development Department**

Parking Management

	TOC Policy – Tier 3 Policy Parking Requirement	Existing Parking Requirement - West Dublin BART Station Area (i.e., DDSP)	Existing Parking Requirement - Dublin/Pleasanton Bart Station Area (i.e., Transit Center)
Min. Residential and Commercial Parking	No Minimum	No Minimum	No Minimum (Per requirements of AB 2097)
Max. Residential Parking	1 Space per unit	No Maximum	No Maximum
Max. Commercial Office Parking	2.5 Spaces per 1,000 SF	None	None

Access and Circulation

TOC Requirement	Notes / Considerations
Adopt a Complete Streets Policy	Adopted Complete Streets Policy in 2012 (Reso No. 199-12)
Prioritize Implementation of Active Transportation Projects in Station Areas	DDSP, PDA: Transit Center Dublin Crossing, PDA: Town Ctr. CIP- Downtown: Grid Street Network and Golden Gate Dr.
Gap Analysis and Improvement Program for Station Areas	LAVTA Long Range Transit Plan (March 2024) City of Dublin Bicycle and Pedestrian Master Plan (2023)
Identify Mobility Hub Opportunities in Station Areas	LAVTA Tri-Valley Hub Network Integration Study (2021) City of Dublin Bicycle and Pedestrian Master Plan (2023) Climate Action Plan Local Roadway Safety Plan

Next Steps

- Prepare policies committed to through the Housing Element
- Staff to return to City Council
  - Discuss policy considerations
  - Request budget adjustments for technical analysis and consultant services

Questions